

## Corrigendum – II

The Bidders are requested to take note of the following changes made in the RFP document, which are to be considered while submitting the RFP response. They shall be presumed to have done so and submitted the RFP response / bid accordingly.

- This Corrigendum shall be the part of the RFP documents / process.
- All items specified in this Corrigendum supersede relevant items to that effect as provided in the original RFP documents. All other specifications, terms and conditions of the original RFP document shall remain unchanged.
- Text with strikethrough means it is deleted.

### Revised clauses:

#	RFP Clause No., Page No.	Original Clause	Revised Clause
1	Section 2, 2.1, PQ Criteria no – 6, Page no-15	<p>Similar Work</p> <p>The Sole bidder/either bidder (in case of consortium) should have demonstrable experience in SITC (Supply, Installation, Testing, Commissioning) and Operation &amp; Maintenance (O&amp;M) of IT based ERP/CRM/Grievance management application/work flow management application related to e-governance projects in urban domain in the last seven (7) years from RFP released date in Municipal Corporation/ Central Govt. / State Govt. / PWD / M.E.S. / SPV / Semi Govt. / Government as below</p> <ul style="list-style-type: none"> <li>• At least one project executed or ongoing of ERP/CRM/ Grievance management application/workflow management application related to e-governance in urban domain solution with order value not less than <b>2 Crores</b> and cumulatively have handled minimum of 5,00,000+ complaints in last 3 years.</li> </ul> <p>Or,</p> <ul style="list-style-type: none"> <li>• At least two Project executed or ongoing of ERP/CRM/ Grievance management application/work flow management application</li> </ul>	<p>Similar Work</p> <p>The Sole bidder/either bidder (in case of consortium) should have demonstrable experience in SITC (Supply, Installation, Testing, Commissioning) and Operation &amp; Maintenance (O&amp;M) of IT based ERP/CRM/Grievance management application/work flow management application related to e-governance projects in urban domain in the last seven (7) years from RFP released date in Municipal Corporation/ Central Govt. / State Govt. / PWD / M.E.S. / <del>SPV</del> / <b>PSU</b> / Semi Govt. / Government as below</p> <p><b>At least one project executed or ongoing of ERP/CRM/ Grievance management application/workflow management application related to e-governance in urban domain solution with order value not less than 2 Crores</b></p> <p><b>Or</b></p> <p><b>At least two Project executed or ongoing of ERP/CRM/ Grievance management application/work flow management application related e-governance in urban domain solutions with order value not less than 1.25 Crores each</b></p> <p><b>Or</b></p> <p><b>At least three Project executed or ongoing of ERP/CRM/ Grievance management application/work flow management</b></p>

#	RFP Clause No., Page No.	Original Clause	Revised Clause
		<p>related e-governance in urban domain solutions with order value not less than <b>1.25</b> Crores each and cumulatively have handled minimum of 5,00,000+ complaints in last 3 years.</p> <p>Or,</p> <ul style="list-style-type: none"> <li>At least three Project executed or ongoing of ERP/CRM/ Grievance management application/work flow management application related e-governance in urban domain solutions with order value not less than <b>90</b> Lacs each and cumulatively have handled minimum of 5,00,000+ complaints in the last 3 years.</li> </ul> <p>WO date / Work completion certificate date must fall within below criteria.</p> <p><b>For completed projects</b> If WO date is older than seven (7) years from RFP released date, then work completion certificate must not be older than 6 years from RFP released date. If WO date &amp; Work completion date falls within seven (7) years from RFP released date it is ok.</p> <p><b>For ongoing projects</b> WO date must be earlier than one (1) year from RFP released date.</p>	<p>application related e-governance in urban domain solutions with order value not less than <b>90</b> Lacs each</p> <p><b>And</b> Should have cumulatively handled minimum of 5,00,000+ complaints in last 3 years. (All work order submitted to comply to this point having following criteria</p> <ol style="list-style-type: none"> <li>Should have work order value not less than <b>90</b> Lacs each.</li> <li>And SITC of only that product which is being quoted in this bid).</li> </ol> <p>WO date / Work completion certificate date must fall within below criteria.</p> <p><b>For completed projects</b> If WO date is older than seven (7) years from RFP released date, then work completion certificate must not be older than 6 years from RFP released date. If WO date &amp; Work completion date falls within seven (7) years from RFP released date it is ok.</p> <p><b>For ongoing projects</b> WO date must be earlier than one (1) year from RFP released date.</p>

#	RFP Clause No., Page No.	Original Clause	Revised Clause																						
2	Section 2.2, TQ-1, Page 19	<p>The Lead bidder should have average turnover of at least INR 7 crores in last three financial years from IT/ ICT/ITES Services.</p> <table><thead><tr><th>Average annual turnover of last three (3) years as per criteria in PQ-2 (in crores)</th><th>Marks</th></tr></thead><tbody><tr><td>&gt; INR 15 Cr</td><td>10</td></tr><tr><td>&lt; INR 15 Cr to &gt;= 12 Cr</td><td>9</td></tr><tr><td>&lt; INR 12 Cr to &gt;=INR 8 Cr</td><td>8</td></tr><tr><td>INR 7 Cr</td><td>7</td></tr><tr><td></td><td></td></tr></tbody></table>	Average annual turnover of last three (3) years as per criteria in PQ-2 (in crores)	Marks	> INR 15 Cr	10	< INR 15 Cr to >= 12 Cr	9	< INR 12 Cr to >=INR 8 Cr	8	INR 7 Cr	7			<p>The Lead bidder should have average turnover of at least INR 7 crores in last three financial years from IT/ ICT/ITES Services.</p> <table><thead><tr><th>Average annual turnover of last three (3) years as per criteria in PQ-2 (in crores)</th><th>Marks</th></tr></thead><tbody><tr><td>&gt; INR 15 Cr</td><td>10</td></tr><tr><td>&lt; INR 15 Cr to &gt;= 12 Cr</td><td>9</td></tr><tr><td>&lt; INR 12 Cr to &gt;=INR 7 Cr</td><td>8</td></tr><tr><td>&lt; INR 7 Cr</td><td>7</td></tr></tbody></table>	Average annual turnover of last three (3) years as per criteria in PQ-2 (in crores)	Marks	> INR 15 Cr	10	< INR 15 Cr to >= 12 Cr	9	< INR 12 Cr to >=INR 7 Cr	8	< INR 7 Cr	7
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3	Section 2.2, TQ-2, Page 19	<p>The Sole bidder/either bidder (in case consortium) should have successful experience of managing similar projects ERP/CRM/ Grievance management application/workflow management application <b>(Ongoing Project)</b> related to e-governance projects in urban domain in last 7 years.</p> <p>Documentary proof for ongoing projects has to be submitted as per mentioned in Section 2.1 in PQ-6.</p> <p>The Ongoing projects submitted in PQ- 6 will be considered here to get the marks along with any additional ongoing projects.</p>	<p>The Sole bidder/either bidder (in case consortium) should have successful experience of managing similar projects ERP/CRM/ Grievance management application/workflow management application <b>(Completed/Ongoing Project)</b> related to e-governance projects in urban domain in last 7 years.</p> <p>Documentary proof for <b>Completed</b>/ongoing projects has to be submitted as per mentioned in Section 2.1 in PQ-6.</p> <p>The <b>Completed</b>/Ongoing projects submitted in PQ- 6 will be considered here to get the marks along with any additional <b>ongoing</b> projects.</p>																						

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4	Section 2.2, TQ-3, Page 20	<p>Number of complaints handled working while managing similar projects - ERP/CRM/ Grievance management application/workflow management application (Completed/ Ongoing Project) related to e-governance projects in urban domain.</p> <p>Sole bidder/either bidder (in case of consortium) should submit a letter from end client’s letterhead clearly stating number of complaints handled.</p> <p>The Number of complaints mentioned in Completed/ Ongoing projects submitted in PQ- 6 will be considered here to get the marks along with any additional ongoing projects.</p>	<p>Number of complaints handled working while managing similar projects - ERP/CRM/ Grievance management application/workflow management application (Completed/ Ongoing Project) related to e-governance projects in urban domain.</p> <p>Sole bidder/either bidder (in case of consortium) should submit a letter from end client’s letterhead clearly stating number of complaints handled.</p> <p>The Number of complaints mentioned in Completed/ Ongoing projects submitted in PQ- 6 will be considered here to get the marks along with any additional ongoing projects.</p>														

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5	Section 2.2, TQ-5, Page 20	<p>a. Detailed approach and methodology for project execution, Implementation Plan, and resource deployment plan</p> <p>b. Strategy to ensure implementation of the project within stipulated timelines.</p> <p>c. Identification of major risks and their mitigation plan</p> <p>d. Approach / methodology of API integration with other application &amp; database of AMC and way forward to implement various use cases as per SoW of this RFP.</p> <p>e. Approach towards the scalability, Interoperability, and modularity features of the project considering future expansion and new applications or systems that may be envisaged or developed in the future.</p> <p>f. Use cases that can be implemented using AI on basis of Complaints data</p> <p>g. Strategy to maintain all the SLAs and handle change requests</p>	<p>a. Detailed approach and methodology for project execution, Implementation Plan, and resource deployment plan</p> <p>b. Strategy to ensure implementation of the project within stipulated timelines.</p> <p>c. Identification of major risks and their mitigation plan</p> <p>d. Approach / methodology of API integration with other application &amp; database of AMC and way forward to implement various use cases as per SoW of this RFP.</p> <p>e. Approach towards the scalability, Interoperability, and modularity features of the project considering future expansion and new applications or systems that may be envisaged or developed in the future.</p> <p>f. Use cases that can be implemented using AI on basis of Complaints data</p> <p>g. Strategy to maintain all the SLAs and handle change requests</p> <p>h. Key learnings from similar projects and how do you propose to incorporate them in execution of this assignment.</p> <p>i. IT infrastructure and resource requirement plan for the Applications</p>												

#	RFP Clause No., Page No.	Original Clause	Revised Clause
		h. Key learnings from similar projects and how do you propose to incorporate them in execution of this assignment	
6	Section 3, A.9, Page no 41	<p>Other Important details: CPU environment: Intel(R) Xeon(R) CPU E5-2683 v4 @ 2.10GHz (server model: PowerEdge M630) with 128 GB RAM &amp; 1 TB internal disk space.</p> <p>If bidder requires any additional IT resources to successfully deploy &amp; operate application &amp; its associated database, then SI will have to arrange resources on their cost. If Bidder misses to factor the cost of any item required to deliver the solution successfully or under size the solution, then the Bidder has to provide that without any additional cost to SCADL.</p> <p>SCADL/AMC shall not be responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing. SCADL/AMC at all times will benchmark the performance of the Bidder to the RFP Documents circulated to the Bidder and the expected service levels as mentioned in these documents.</p>	<p>Other Important details: CPU environment: Intel(R) Xeon(R) CPU E5-2683 v4 @ 2.10GHz (server model: PowerEdge M630) with 128 GB RAM &amp; 1 TB internal disk space.</p> <p>If bidder requires any additional IT resources to successfully deploy &amp; operate application &amp; its associated database, then SI will have to arrange resources on their cost. If Bidder misses to factor the cost of any item required to deliver the solution successfully or under size the solution, then the Bidder has to provide that without any additional cost to SCADL.</p> <p>SCADL/AMC shall not be responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing. SCADL/AMC at all times will benchmark the performance of the Bidder to the RFP Documents circulated to the Bidder and the expected service levels as mentioned in these documents.</p> <p>The Bidder is responsible for installing the application, operating system, and database in coordination with SCADL's existing system integrator. The bidder will also need to bring the guest OS for the installation of the application on the server. SCADL will provide 88 virtual cores for the installation of the application, database, and operating system.</p>

#	RFP Clause No., Page No.	Original Clause	Revised Clause
7	Section 5.23, Page-67,Point no.2	The SI shall submit performance guarantee for the entire contractual agreement duration for the amount equivalent to 5% of the Project Value (Co of Table C of Commercial Bid table) which is unconditional & irrevocable bank guarantee.	The SI shall submit performance guarantee for the entire contractual agreement duration for the amount equivalent to 5% of the Project Value (Co of Table C of Commercial Bid table) which is unconditional & irrevocable bank guarantee. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful agency/bidder to 5% of new work order value.
8	Section 4.2, Page 50, Point 8, Subpoint (i)	<b>Value added Feature II:</b> If the bidder develops value-added Feature – II( GIS Mapping and Pattern Identification) by successfully mapping all the concerned complaints of all categories on GIS layers, predict and plot the complaints on GIS Map as mentioned in section A.8, then the bidder shall receive 1% over and above the Total CAPEX value mentioned in Table A of financial bid.	Removed
9	Section 8, 8.2, Sr.4 , Page no 83 8.2 (Commercial Bid Format)	Chatbot with functionality implementation, integration and maintenance charges with unlimited licenses for the entire contract duration.	WhatsApp Chatbot with functionality implementation, integration and maintenance charges with unlimited licenses for the entire contract duration.
10	Section 5, 5.28, Liability	Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.	<ol style="list-style-type: none"> <li>1. Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.</li> <li>2. Successful bidder's cumulative liability for its obligations under the contract shall not exceed the contract value.</li> <li>3. If the contract is partially completed, then in such case successful bidder's cumulative liability will not exceed the contract value of remaining/pending work of the contract.</li> </ol>

#	RFP Clause No., Page No.	Original Clause	Revised Clause
			4. This limitation (Point 2 and Point 3) of liability shall not affect the SI's liability, if any, for direct damage to Third Parties resulting in bodily injury, death or damage to physical property caused by the SI or any person or firm/company acting on behalf of the SI in carrying out the Services.
11	Section-6,Sub section- 6.1, Point 7, Page no-77	<p>Geo Tagging</p> <p>I. Enable addition of geographical information including lat/longs to multiple media (photograph, video, websites, SMS messages, QR Codes or RSS feeds)</p> <p>II. IP, GNSS &amp; AGPS based location tracking of user for GIS based analytics</p>	Removed

#### Section 4.1, Timeline for Project Execution

#	Milestone	Payment Recommended	Timeline	Measurement Criteria
1	Work Order/LoI shared by SCADL	-	T0	-
2	Draft Contract Shared by SCADL to selected SI	-	T1	-
3	Signing Of Contract	-	<p>T2=T1+ 2Week</p> <p>Delay beyond T1+ 4-week SCADL may</p>	-



#	Milestone	Payment Recommended	Timeline	Measurement Criteria
			terminate the contract and forfeit the PBG	
4	Delivery of FRS & SRS documents and Approval received from SCADL	10% of the Sum of Total Capex mentioned in Table A of financial bid	<p><b>T3=To+ 2 Month</b></p> <p>Delay beyond To+ 2 Month SCADL may terminate the contract and forfeit the PBG</p>	<ul style="list-style-type: none"> <li>As IS and To Be details with brief notes and signoff from AMC/SCADL</li> <li>Closure of Observations Report shared by SCADL</li> </ul>
5	SITC of CCRS COTS solution with 25 Channel IVR with recording system, integration with SMS gateway & various AMC systems/modules and dashboard with basic features as per SoW of this RFP.	40% of the Sum of Total Capex mentioned in Table A of financial bid	<p>T4=T3+ 2 Month</p> <p>Delay beyond T3+ 3 Month SCADL may terminate the contract and forfeit the PBG</p>	<ul style="list-style-type: none"> <li>Installation and commissioning Report</li> <li>Application deployment &amp; Configuration Report</li> <li>UAT Sign off &amp; Closure of Observations Report <b>as per agreed SRS/FRS</b></li> <li>Cyber Security Successful Compliance Certificates from a CERT-In empaneled firm</li> <li>Successful Demo on the entire life cycle on all available modules/technologies</li> <li>Dashboard features as per SOW</li> <li>Go-Live Report</li> </ul>
6	SITC of Mobile Application (Android and IOS) and Web Portal (supported to all browsers) with all functionality implementation, integration.	10% of the Sum of Total Capex mentioned in Table A of financial bid	<p>T5=T4+ 1 Month</p> <p>Delay beyond T4+ 2 Month SCADL may terminate the contract and forfeit the PBG</p>	<ul style="list-style-type: none"> <li>Installation and commissioning Report</li> <li>Application deployment &amp; Configuration Report</li> <li>UAT Sign off &amp; Closure of Observations Report</li> <li>Cyber Security Successful Compliance Certificates from a CERT-In empaneled firm</li> <li>Successful Demo on the entire life cycle on all available modules/technologies</li> </ul>

#	Milestone	Payment Recommended	Timeline	Measurement Criteria
				<ul style="list-style-type: none"> <li>Go-Live Report</li> </ul>
7	SITC of WhatsApp Chatbot with functionality implementation, integration with all modules mentioned in SOW of RFP	10% of the Sum of Total Capex mentioned in Table A of financial bid	<p><math>T6 = T5 + 0.5 \text{ Month}</math></p> <p>Delay beyond <math>T5 + 1.5 \text{ Month}</math> SCADL may terminate the contract and forfeit the PBG</p>	<ul style="list-style-type: none"> <li>Installation and commissioning Report</li> <li>Application deployment &amp; Configuration Report</li> <li>UAT Sign off &amp; Closure of Observations Report</li> <li>Cyber Security Successful Compliance Certificates from a CERT-In empaneled firm</li> <li>Successful Demo on the entire life cycle on all available modules/technologies.</li> <li>Go-Live Report</li> </ul>
8	Delivery and Final Go-live of Integration of all components in a single platform	10% of the Sum of Total Capex mentioned in Table A of financial bid	<p><math>T7 = T6 + 0.5 \text{ Month}</math></p> <p>Delay beyond <math>T6 + 1.5 \text{ Month}</math> SCADL may terminate the contract and forfeit the PBG</p>	<ul style="list-style-type: none"> <li>Integration of all workflow integrated on single platform (i.e. ticket generated through Call Centre team, Complaints registered by Physically visited citizens, Instagram, Facebook, Twitter, Web based app(supported to all browsers), Mobile based App(Android &amp; IOS), Chatbot or any other ticketing modules and its customizations) with local ICCC.</li> <li>All dashboard features/Various types of reports as mentioned in Section-A.7</li> <li>Cyber Security Successful Compliance Certificates.</li> <li>Successful Demo on the entire life cycle on all available modules/technologies</li> <li>UAT Report and Signoff from SCADL/AMC.</li> <li>Along with other measurement criteria mentioned in section 5,6,7.</li> </ul>

#	Milestone	Payment Recommended	Timeline	Measurement Criteria
				<ul style="list-style-type: none"> <li>Efforts towards implementation of Value-added features mentioned in A.8, Submission of documentation regarding the same.</li> </ul>
9	O&M for 5 years post Final Go-live	Remaining 20% amount of Capex mentioned in Table A of financial bid  to be paid in equal amount at the end of each quarter  for the duration of contract from the Go-live date		<ul style="list-style-type: none"> <li>Quarterly SLAs and performance Report of the Applications</li> </ul>
10	Value Added features	Refer to note 4.2 below.		<ul style="list-style-type: none"> <li>Value added feature analysis Report as per mentioned in Section-3, A.8</li> </ul>
11	Operation and Maintenance Cost (Man-power and IVR, WhatsApp Chatbot charges) for a period of 5 years from the Go-live date	Payment would be made by AMC/SCADL on the basis of actual costs incurred by the bidder monthly from Go-live date		<ul style="list-style-type: none"> <li>Manpower Attendance Report</li> <li>IVR and Chatbot usages report</li> </ul>

#### Section 4.2, Implementation Phase SLA

#	Milestone	Payment Recommended	Timeline	Penalty levied
1	Work Order/LoI shared by SCADL	-	To	-

#	Milestone	Payment Recommended	Timeline	Penalty levied
2	Draft Contract Shared by SCADL to selected SI	-	T1	-
3	Signing Of Contract	-	T2=T1+ 2Week	Rs. 20,000 per week or part thereof. SCADL may terminate the contract and forfeit the PBG beyond delay of 4 weeks.
4	Delivery of FRS & SRS documents and Approval received from SCADL	10% of the Sum of Total Capex mentioned in Table A of financial bid	T3=T0+ 2 Month	1% of Total CAPEX mentioned in Table A of financial bid per week or part thereof.
5	SITC of CCRS COTS solution with 25 Channel IVR with recording system, integration with SMS gateway & various AMC systems/modules and dashboard with basic features as per SoW of this RFP.	40% of the Sum of Total Capex mentioned in Table A of financial bid	T4=T3+ 2 Month	0.5% of Total CAPEX mentioned in Table A of financial bid per week or part thereof.
6	<b>SITC of Mobile Application (Android and IOS) and Web Portal</b> (supported to all browsers) with all functionality implementation, integration	10% of the Sum of Total Capex mentioned in Table A of financial bid	T5=T4+ 1 Month	0.5% of Total CAPEX mentioned in Table A of financial bid per week or part thereof.
7	<b>SITC of WhatsApp Chatbot with functionality</b> implementation, integration with all modules mentioned in SOW of RFP	10% of the Sum of Total Capex mentioned in Table A of financial bid	T6=T5+ 0.5 Month	0.5% of Total CAPEX mentioned in Table A of financial bid per week or part thereof.
8	Delivery and Final Go-live of Integration of all components in a single platform	10% of the Sum of Total Capex mentioned in Table A of financial bid	T7=T6+0.5Month	2% of Total CAPEX mentioned in Table A of financial bid per week or part thereof.

#	Milestone	Payment Recommended	Timeline	Penalty levied
9	O&M for 5 years post Final Go-live	Remaining 20% amount of Capex mentioned in Table A of financial bid to be paid in equal amount at the end of each quarter for the duration of contract from the Go-live date		Relevant SLA's applicable as per Section 4.3
10	Value Added features	Refer to Note 4.2 below.		
11	Operation and Maintenance Cost (Man-power and IVR, WhatsApp Chatbot charges) for a period of 5 years from the Go-live date	Payment would be made by AMC/SCADL on the basis of actual costs incurred by the bidder monthly from Go-live date		Relevant SLA's applicable as per Section 4.3

### **Additional clauses:**

#### **Section: 3, Sub section A.2 : Mobile App & Web Portal**

**27.** The bidder is responsible to integrate Robotic Process Automation (RPA) into the Commercial Off-The-Shelf (COTS) based CCRS solution to automatically populate user information such as name, address, and other relevant details when a registered user calls the call center. The bidder is responsible to identify incoming calls from registered users by recognizing the caller's phone number, design automation scripts to retrieve the user's information from the database and fill in the required fields in the grievance form.

#### **5.28 Confidentiality**

**5.27.1** The SI shall not use Confidential Information, the name or the logo of the Tenderer except for the purposes of providing the Service as specified under this RFP;

**5.27.2** The SI shall not, either during the term or 6 months after expiration of this Contract, disclose any proprietary or confidential information

relating to the Services, Contract or the network architecture, Tenderer's business plan or operations without the prior written consent of the Tenderer.

- 5.27.3 The SI may only disclose Confidential Information in the following circumstances to a member of the SI's Team ("Authorized Person") with the prior written consent of the Tenderer if:
- a. the Authorized Person needs the Confidential Information for the performance of obligations under this contract;
  - b. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
- 5.27.4 The SI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidential agreement with the members of the subcontractors and other service provider's team members to the satisfaction of the Tenderer.
- 5.27.5 The SI shall be responsible for any breach of the confidentiality clause by its antecedents or delegates or its subcontractors.
- 5.27.6 The SI shall notify the Tenderer promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Tenderer.
- 5.27.7 The Tenderer reserves the right to adopt legal proceedings, civil or criminal, against the SI in relation to a dispute arising out of breach of obligation by the SI under this clause.

## **5.28 Insurance**

- 5.28.1 The bidder during the term of this contract undertakes to ensure that they have taken or shall take up all appropriate insurances & shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at the Tenderer's request, shall provide certificate of insurance to the Tenderer showing that such insurance has been taken out and maintained. Insurance will include employer's liability and workers' compensation insurance in respect of the Personnel of the bidder / bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.
- 5.28.2 The bidder shall submit to the SCADL, certificate of insurance issued by the insurance company, indicating that such insurances have been taken & certificate has to be submitted by bidder to SCADL. Bidder shall be designated as the 'loss payee' in such insurance policies; bidder shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time till end of contract period. In case of delayed procurement of insurance from selected bidder, all responsibilities will be on bidder before taking the insurance.

## **Section 9: Sub section: 1.11 Bank Guarantee format for EMD:**

### **FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be submitted on Rs. 300/- non-judicial stamp paper)

In consideration of the ..... (*Insert name of the Bidder*) submitting the Bid *inter alia* for “RFP for selection of System Integrator (SI) for implementation of e-Challan system with advanced analytics for Ahmedabad City”, for meeting the terms and conditions in response to the RFP DOCUMENT----- dated ----- issued by **Smart City Ahmedabad Development Limited** (“SCADL”), and SCADL agreeing to consider the Bid of ..... [*Insert the name of the Bidder*] in accordance with the terms of the E-BID DOCUMENT, the ..... (Insert name and address of the bank issuing the Bid Bond, and address of the head office) (Here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to SCADL or its authorized representative at ..... [*Insert Name of the Place from the address of SCADL*] forthwith on demand in writing from SCADL or any representative authorized by it in this behalf an amount not exceeding Rupees .....on behalf of M/s. ....[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including ..... (*Insert date of validity of Earnest Money Deposit in accordance with the terms of reference of the E-BID DOCUMENT*) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees ..... (Rs... .....).

SCADL or its authorized representative shall be entitled to invoke this Guarantee until ..... [*Insert Date, which is six months after the date in the preceding sentence*]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from SCADL or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SCADL or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require SCADL or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SCADL or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be payable at Ahmedabad.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at ..... shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, SCADL or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by SCADL or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank hereby agrees and acknowledges that SCADL shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees ..... and it shall remain in force until ..... [Date to be inserted on the basis of Terms of Reference of the E-BID DOCUMENT], with an additional claim period of 6 (six) months thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if SCADL or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this

..... day of ..... at .....

**Witness:**

Signature	Signature
Name	Name
Address	Address
Designation with Bank Stamp Signature	Designation with Bank Stamp Signature

Name and address



Attorney as per power of attorney No. ....

For:..... [Insert Name of the Bank]

**Banker's Stamp and Full Address:**

Dated this ..... day of ..... 2023.

Note: The Stamp Paper should be in the name of the Executing Bank