



Request for Proposal
for
Selection of Police Response Vehicle (PRV)
Management Agencies for
UP State-wide Dial 100 Project

Tender No.DT-807-2015(2)

Date: 05.01.2016

ITECCS

UP POLICE

GOVERNMENT OF UTTAR PRADESH

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SECTION 1
INVITATION FOR BIDS

1. This invitation to interested bidders is for **“Selection of Police Response Vehicle (PRV) Management Agencies for UP State-wide Dial 100 Project”**.
2. Bidders are advised to study the RFP document carefully. Submission of bid response to this RFP shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. Bid response prepared in accordance with the procedures and timelines as enumerated in **Section 1 and 2 of this RFP**.
3. Bidders can download the RFP document from <https://uppolice.gov.in> (Traffic Directorate/Tender). The RFP document can be obtained during working hours on all working days at the office address (as prescribed in clause 5 below) from the start date of sale of RFP till the last date. The bidders who purchase the hard copy of the RFP from ITECCS office by submitting DD of Rs.25,000/- are not required to furnish the tender fee again at the time of bid submission. Bidders who download the RFP from website would be required to submit demand draft of tender fee at time of bid submission. The tender fee in the form of demand draft of Twenty Five Thousand Rupees (INR 25,000 only) in favor “ADG, ITECCS, Traffic Directorate” payable at Lucknow should be submitted along with the bid response
4. All bids must be accompanied by Earnest Money Deposit (EMD) of Rs. 20,00,00,000- (Rupees Twenty Crores only) in the form of Bank Guarantee drawn in favor of **“Governor of Uttar Pradesh,”** payable at **Lucknow**. The EMD should be issued from a nationalized or scheduled bank. The BG shall be valid for the same period as the bid validity mentioned in this section. The Bank Guarantee should be prepared as per the format specified in Section 4 of this RFP.

5. Critical information

Name of the Purchaser	Home Department, Government of Uttar Pradesh (GoUP)
Name of the RFP	Selection of Police Response Vehicle (PRV) Management Agencies for UP State-wide Dial 100 Project
Contact person of client	ADG (Traffic)
Contact details of client	ADG Traffic Sector 18, Vrindavan Yojna, Post Kalli Paschim Mohanlalganj, Lucknow-227305 (Uttar Pradesh) Phone No. 0522 2050240 Email: techdt-up@gov.in
Distribution of RFP document	08 January 2016
Date of start of issue of RFP	08 January 2016
Last date for collection of RFP	16 February 2016 at 10:00 Hours
Last date to submit pre-bid queries	16 January 2016 at 17:00 Hours via Email: techdt-up@gov.in
Date and time of pre-bid meeting	21 January 2016 at 10:00 Hours
Contact person for pre-bid queries	ADG Traffic Phone No. 0522 2050240 Email: techdt-up@gov.in
Venue of pre-bid meeting	Indira Gandhi Pratishthan Indira Gandhi Pratishthan, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010
Last date for submission of RFP response	16 February 2016 at 17:00 Hours
Date of Technical bid opening	18 February 2016 at 11:00 Hours
Date of Technical presentation	Would be communicated later
Date of Financial bid opening	Would be communicated later
Bid validity	120 days from date of issuance of this RFP

6. Bidders must note that **bids, received after due date and time shall be rejected**. GoUP would not be responsible for any delay in submission of bids.
7. The Scope of Work, tender procedures and Contract terms are prescribed in this RFP Document. In addition to Section 1, the RFP Document includes:

SECTION	CONTENTS
Section 2	Instruction to Bidders
Section 3	Contract Conditions and Service Levels
Section 4	Bid Submission Formats
Section 5	Scope of Work
Annexure to Section 5	5A: Technical Requirement Specifications
Annexure to Section 5	5B: Functional Requirement Specifications

8. The Bidder should examine all instructions, forms, terms and conditions, and scope of work in the RFP Document and furnish all information as stipulated therein.

SECTION 2

INSTRUCTIONS TO BIDDERS

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1. Cost of Bidding Process

- 1.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentations etc. for the purposes of clarification of the bid, if so desired by the GoUP.

2. Clarification on RFP Document

- 2.1. A prospective Bidder requiring any clarification on the RFP Document may submit the queries as per schedule indicated in Section 1. The queries must be submitted in the following format in editable form (Excel format):

BIDDER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel:
			Fax:
			Email:
S. No	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required
1.			
2.			

- 2.2. The GoUP will respond, to any request for clarification to queries on the RFP Document, received not later than the date prescribed by the GoUP in Section 1 of this RFP document.

3. Amendment of RFP Document

- 3.1. At any time prior to the deadline for submission of Bids, the GoUP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid document by amendments. Such amendments shall be uploaded on the website <https://uppolice.gov.in> (Traffic Directorate/Tender), through corrigendum and shall form an integral part of Bid document. The relevant clauses of the Bid document shall be treated as amended accordingly.
- 3.2. It shall be the sole responsibility of the prospective bidders to check the web site <https://uppolice.gov.in> (Traffic Directorate/Tender) from time to time for any amendment in this RFP. In case of failure to get the amendments, if any, the GoUP shall not be responsible for it.

- 3.3. In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their Bids, the GoUP, at its discretion, may extend the deadline for the submission of Bids. Such extensions shall be uploaded on the website <https://uppolice.gov.in> (Traffic Directorate/Tender).

4. Language of Bids

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

5. Procedure for Submission of Bids

- 5.1. Bidder shall mandatorily submit the bid through paper based submission of the bid
- 5.2. The last date and time of submission of bids shall be as per Clause 5 of Section 1 of the RFP.
- 5.3. Paper based submission of bid should follow the details mentioned below

Sl. No.	Bid type	Number of copies
1.	Pre-Qualification Bid	<ul style="list-style-type: none"> 3 hard copies along with 1 CD in one cover Each copy should be marked as "Original" OR "Duplicate" The envelope should be super-scribed "Pre-Qualification Bid" with complete details of the bidder
2.	Technical Bid	<ul style="list-style-type: none"> 3 hard copies along with 1 CD in one cover Each copy should be marked as "Original" OR "Duplicate" The envelope should be super-scribed "Technical Bid" with complete details of the bidder Prices should not be indicated in Technical Bid
3.	Financial Bid	<ul style="list-style-type: none"> 1 hard copy in one cover The envelope should be super-scribed "Financial Bid" with complete details of the bidder
4.	Entire Bid document (1+2+3)	<ul style="list-style-type: none"> 1 cover super-scribed "Selection of Police Response Vehicle (PRV) Management Agencies for UP State-wide Dial 100 Project" Cover should have complete name, address and contact details of bidder

- 5.4. Each page of the original copy of Prequalification, Technical Bid and Financial Bid should be duly initialed by Authorized Signatory and stamped with correct name of the Bidder's company or organization.
- 5.5. The bids received after the due date and time shall be summarily rejected and returned to the Bidder declaring as "Late submission" and the same shall not be opened.
- 5.6. Each copy of the bid response should be a complete document of good print quality and should be bound properly as a volume. If not properly bound, the GoUP shall not be in any way responsible for loss of sheets due to inadvertent opening of the document at any stage and that affecting the prospects of the Bidder during the evaluation due to loss of these documents. The document should be page numbered and appropriately flagged and must contain the list (table) of contents with page numbers. Different copies must be bound separately.
- 5.7. As part of the bid, Bidder should also provide the Pre-Qualification and Technical bid in soft copy format, in the form of a non-re-writeable CD (Compact Disc) as follows:

- 5.7.1. The CD containing pre-qualification and technical bid should be sealed along with the hard copy of the pre-qualification and technical bid respectively. The CD should contain a single PDF file with all the relevant information or documents included in a sequence exactly as in the hard copy of pre-qualification and technical bid.
- 5.7.2. The CD submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a "Permanent Pen/Marker" and should be super-scribed with "Pre-Qualification / Technical Bid-from <<Bidder Name>>".
- 5.7.3. Bidder must ensure that the information furnished in the CD is identical to that submitted in the original paper bid document. In case of any discrepancy observed by the GoUP during the time of bid evaluation in the contents of the CD and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- 5.7.4. Bidder must ensure that the pre-qualification and technical bid CD & hardcopies should not contain any commercial items or prices.
- 5.7.5. Telex/Telegraphic/Tele-fax bids will not be considered. All out-station bids, if sent by post, should be sent under registered cover.
- 5.7.6. If the outer envelope is not sealed and marked as indicated above, the GoUP will assume no responsibility for the bid's misplacement or premature opening.

5.8. Preparation of Bids

- 5.8.1. Bidder should take into account any corrigendum published on the RFP document before submitting their bids.
- 5.8.2. Please go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the bid.

- 5.8.3. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

5.9. Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

Cover No.	Cover type	Description	Contents
1	Pre-Qualification proposal	Pre-Qualification letter	All relevant details and documentary proofs as per formats in Section 4
		Pre-qualification checklist	As per the format
		EMD Bank Guarantee	EMD BG as per the format given in clause 1.4 of Section-4
		Demand Draft for Tender Fee	Tender Fee DD
		Supporting information on pre-qualification	As per formats given in Section-4
		Power of Attorney for Authorization of Signatory for bid signing	
		Consortium agreement	
		Declaration of Non-Blacklisting	
2	Technical Proposal	Bid Submission Checklist	As per clause 2 of Section 4 of this RFP
		Technical bid letter	
		Supporting information for the Technical Proposal	
		Breakdown of cost components mentioning only the BoM (Bill of Material)	Clauses 3.2 of section 4 without the cost of components (Disclosure of any cost in Technical Bid shall lead to rejection of the bid)
		Schedule of deviation	As per format given in clause 2.7 of section 4 of this RFP
		Non-Disclosure agreement	As per formats given in section-4 of this RFP
		Anti-Collusion certificate	
3	Financial Proposal	Financial bid letter	As per formats given in Section 4 of this RFP
		Breakdown of Cost Components	As per formats given in Section 4 of this RFP

6. Format and Signing of Bid

- 6.1. The Bidder shall prepare three copies of the Bid, clearly marking each "Original", "and "Duplicate" as appropriate in accordance with Clause 5 of this section. In the event of any discrepancy between them, the original in hard copy shall govern.
- 6.2. The original and all copies of the bid shall be typed or written in indelible ink. The original and all copies shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract in accordance with Clause 10 of this Section of RFP. All pages of the bid, except for unamended printed literature, shall be initialed and stamped by the person or persons signing the bid.
- 6.3. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

7. Bid Prices

- 7.1. The Bidder shall indicate in the proforma prescribed at Clause 3.2 of Section 4 of this RFP, the unit rates of the services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Bid Documents.
- 7.2. In the absence of information as requested above, a bid shall be considered incomplete and summarily rejected.
- 7.3. The Bidder shall prepare the bid based on details provided in the RFP documents. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP documents.
- 7.4. The Bidder as part of its Financial Bid should account for all out of pocket, taxes, levies and other expenses that the Bidder shall incur during the contract period.

8. Firm Prices

- 8.1. Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Clause 3.2 of Section 4 of this RFP. The Bid Prices shall be indicated in **Indian Rupees (INR) only**.
- 8.2. The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately in Clause 3.2 of Section 4 of this RFP.

- 8.3. A financial bid submitted with an adjustable price quotation or conditional bid shall be treated as non-responsive and the bid shall be rejected summarily.

9. Discount

- 9.1. The Bidder is advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.

10. Bidder Qualification

- 10.1. The "Bidder" or "Prime Bidder" in case of Consortium as used in the RFP documents shall mean the Organisation on whose behalf the RFP response has been submitted. The Bidder may be either the Principal Officer (MD or Company Secretary) or his or her duly Authorized Representative, in which case he or she shall submit a power of attorney as mentioned in Clause 4.4 of Section 4 of this RFP. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the representative or the principal.

- 10.2. It is further clarified that the individual signing the RFP or other documents in connection with the RFP must certify whether he or she signs as :

10.2.1. Constituted attorney of the firm, if it is a company

OR

10.2.2. The Principal officer or his or her duly Authorized Representative of the Bidder or Prime Bidder in case of the Consortium, in which case he or she shall submit a certificate of authority on behalf of the Prime Bidder of the consortium

- 10.3. The authorization shall be indicated by power-of-attorney accompanying the bid as per Clause 4.4 of Section 4 of this RFP.

11. Earnest Money Deposit (EMD)

- 11.1. The Bidder shall furnish, as part of its bid, EMD of the amount and format as mentioned in Section 1 and Section 4 of this RFP.
- 11.2. The EMD is required to protect the GoUP against the risk of Bidder's conduct which would warrant the EMD's forfeiture, pursuant to Clause 27.
- 11.3. Unsuccessful Bidder's EMD will be discharged or returned after award of contract to the successful Bidder. **No interest will be paid by the GoUP on the EMD amount.**
- 11.4. The successful Bidder's EMD shall be discharged upon the Bidder executing the Contract, pursuant to Clause 26 and after furnishing the performance security, pursuant to Clause 25.

12. Period of Validity of Bids

- 12.1. Bids shall remain valid for a period of as mentioned in Section 1 of this RFP. A bid valid for a shorter period shall be rejected by the GoUP as non-responsive and shall not be taken up for evaluation purposes.
- 12.2. The GoUP may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or by e-mail). The validity of EMD provided in Section 1 of this RFP shall also be accordingly extended.

13. Terms and Conditions of Bidder

- 13.1. Terms and conditions (General Conditions) of the Bidder will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this Invitation of RFP are not acceptable to any Bidder, he or she should clearly specify deviation in his or her Technical Bid, Clause 2.7 of Section 4 of this RFP. Similarly in case the Services being offered have deviations from the requirements or specifications laid down in this RFP, the Bidder shall describe in what respects and to what extent the Services being offered differ or deviate from the requirements, even though the deviations may not be very material. The Bidder must state categorically whether or not his offer conforms to RFP requirements or specifications and indicate deviations, if any, in his Technical Bid (Clause 2.7 of Section 4) of this RFP)
- 13.2. Any deviations or assumptions mentioned elsewhere in the Bid, other than the formats (Clause 2.7 of Section 4 of this RFP) will not be considered by the GoUP.
- 13.3. All deviations should be closed before the financial opening by mutual discussion between GoUP and Bidder. Financial bid would be opened only after closure of all deviations by the technically successful bidders

14. Local Conditions

- 14.1. It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and factors at all respective locations, sites and offices which would have any effect on the performance of the contract and / or the cost.
- 14.2. The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- 14.3. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for project will in no way relieve the successful Bidder from performing any work in accordance with the contract entered into.
- 14.4. It will be imperative for each Bidder to fully inform themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the RFP documents.

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

15. Last Date for Receipt of Bids

- 15.1.** Paper based Bids will be received by the GoUP at the address specified under Section 1 of the RFP not later than the time and date specified in Clause 5 of Section 1. In the event of the specified date for the receipt of Bids being declared a holiday for the GoUP, the Bids will be received upto the appointed time on the next working day.
- 15.2.** The GoUP may, at its discretion, extend the last date for the receipt of bids by amending the RFP Document in accordance with Clause 3 of Section 2, in which case all rights and obligations of the GoUP and Bidder previously subject to the last date will thereafter be subject to the last date as extended.

16. Late Bids

- 16.1.** Any bid received by the GoUP after the last date and time for receipt of bids prescribed by the GoUP, pursuant to Clause 5 of Section 1, will be rejected and shall not be considered for opening and/or returned unopened to the Bidder.

17. Modification and Withdrawal of Bids

- 17.1.** No bid may be altered or modified after submission to the GoUP. Unsolicited correspondences in this regard from Bidder will not be considered.
- 17.2.** No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD

18. Contacting the GoUP

- 18.1. No Bidder shall contact the GoUP on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 18.2. Any effort by a Bidder to influence the GoUP bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

19. Consortium Approach

- 19.1. Considering the wide variety of skills and resources needed for the project, a group of Companies or organizations are allowed to form a Consortium and bid for this project.
- 19.2. The number of consortium members cannot exceed two, including the Prime Bidder.
- 19.3. Consortium is not a mandatory condition. A Bidder meeting all the Pre-Qualification conditions mentioned for a bidder in Clause 20.5 of this section may bid independently for this RFP.
- 19.4. In case of Consortium, the consortium members must necessarily satisfy the Pre-Qualification criteria as mentioned in Clause 20.5 of this section.
- 19.5. The Prime Bidder shall be the prime point of contact for the GoUP and shall be primarily responsible for the discharge and administration of all the obligations for this project. The sole responsibility under the contract would be that of the Prime Bidder only.
- 19.6. In case of consortium, consortium member should furnish a Power of Attorney in favour of the Prime Bidder, authorizing to submit and sign the RFP response.
- 19.7. The Prime Bidder shall be required to submit a joint agreement between the consortium members for the contract. The Prime Bidder participating with consortium approach shall define the role of each consortium member in the RFP response clearly indicating their scope of work or responsibilities and relationship.
- 19.8. Any company or organization cannot be a member of any other consortium for the purpose of this tender. Participation by any company in more than one consortium will be considered a disqualification for all concerned consortium applying to this bid.

20. Evaluation of Bids

- 20.1. Tender Evaluation Committee (TEC) will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the RFP document. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the Bidders or Consortium, and shall evaluate the same as per the evaluation criteria specified in this RFP.
- 20.2. TEC while evaluating the Technical Bids shall have no access to the Financial Bids until the technical evaluation is concluded. The TEC shall evaluate Technical Bids on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria

specified in the document. Only responsive bids shall be further taken up for evaluation. Evaluation of the technical bid will be done and at this stage the financial bid will remain unopened. The TEC may require verbal or written clarifications from the bidders to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The Technical Bids will be evaluated on the basis of Technical criteria mentioned in the Clause 20.6 of this section of RFP.

20.3. Clarification

When deemed necessary, during the tendering process, the GoUP may seek clarifications on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the RFP submitted or price quoted.

20.4. Substantially Responsive Bids

- 20.4.1. A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.
- 20.4.2. Any attempt by a Bidder to influence it's the bid evaluation process may result in the rejection of the Bidder's Bid.

20.5. Prequalification Criteria

The below presented table provides the pre-qualification criteria for the selection of PRV agencies:

Bidder Pre-Qualification Criteria		
S. No.	Criteria	Mandatory documentary evidence to be submitted
1.	The number of consortium members cannot exceed two, including the Prime Bidder	Signed agreement between Primer bidder and consortium partner
1a	Prime bidder must have a minimum of 51% stake in the contract value of the project	Undertaking along with signed Consortium agreement mentioned in Section 4 highlighting the stake of each consortium member in the project
2.	Prime bidder and Consortium partner must have registered under Companies Act, 1956 and should be in operation in India for a period of at least: <ul style="list-style-type: none"> ▶ 5 years for Prime Bidder as on 31 March 2015 ▶ 3 years for Consortium partner as on 31 March 2015 	Copy of certification of incorporation PAN card VAT registration
3.	Prime bidder should have average annual turnover of minimum INR 1000 crore during the past three (3) financial years as on 31 March 15 Prime Bidder should have a Net Worth of 250 Cr as of 31st March 2015 Parent Company Average annual Turnover and Net worth would be considered for only 100% subsidiary/ division/sub-division/branch/business unit.	Copy of audited financial statements AND Letter from statutory auditor with Net Worth details Support letter from Parent Company/ Group companies and Its subsidiaries to be provided
4.	Prime Bidder should have experience of 2 projects in any one the following area in past 5 years: Fleet management (operations and management of the vehicles) Provisioning of drivers/ facility management manpower	Documentary evidence (Copy of Client certificate / Purchase order / Contract) Credential in the format provided in Section 4 Letter from authorized signatory declaring the project experience

Bidder Pre-Qualification Criteria		
S. No.	Criteria	Mandatory documentary evidence to be submitted
5.	Prime bidder should have ISO 9001:2008 certification	Copy of valid certificate from authorized agency
6.	<p>The Prime bidder or the consortium member must have experience of managing minimum 2 projects with a fleet of at least 1000 vehicles (Passenger / Emergency) each in last 5 years in India (ending as on 31st March 2015)</p> <p>Parent Company/ Group Companies and its subsidiaries experience can be used in case of only 100 % subsidiary/ division/sub-division/branch/business unit.</p>	<p>Documentary evidence (Copy of Client certificate / Purchase order / Contract)</p> <p>Credential in the format provided in Section 4</p>
7.	<p>Prime bidder or the consortium member should have experience of providing annual average employment of 3500 Facility Management personnel or Drivers in last 3 years in India</p> <p>Parent Company/ Group Companies and its subsidiaries experience can be used in case of only 100 % subsidiary/ division/sub-division/branch/business unit</p>	<p>Documentary evidence (Copy of Client certificate / Purchase order / Contract)</p> <p>Credential in the format provided in Section 4</p>
8.	<p>Prime Bidder should have an office in Lucknow</p> <p>OR</p> <p>Letter from authorized signatory of Prime Bidder to be submitted with a commitment that Prime bidder will set up an office in Lucknow within 30 days of issuance of LOI/Contract</p>	<p>List of offices in India</p> <p>Certificate signed by authorized signatory</p>
9.	Prime Bidder and the consortium member shall not be black listed to provide similar services to any State / Central Government Department or Ministry as on bid submission date	Affidavit to be submitted by each of the Consortium members. Format for the same given in Section 4

20.6. Technical Evaluation Criteria

- 20.6.1. Only those bidders who qualify the pre-qualification criteria will be evaluated for the technical evaluation. Bidders who do not qualify for the pre-qualification, their technical bids and financial bids will not be evaluated.
- 20.6.2. Bidders, whose bids are responsive and score a minimum of 75% of total marks (minimum marks to obtain for technically qualifying) from the technical evaluation criteria would be considered technically qualified. Bidder also must be able to score the minimum qualifying marks in each section (wherever mentioned as per the Technical Evaluation in clause 20.6.6)
- 20.6.3. Only those Bidders who cross the threshold level of Technical Evaluation indicated below and adhere to the GoUP technical requirements shall be considered for next stage i.e. Financial evaluation

- 20.6.4. In case of no response by the Bidder to any of the requirements with regard to the contents of the Technical Bid, no marks will be assigned for the same
- 20.6.5. Technical bid of the Bidder shall be opened and evaluated for acceptability of Techno-functional requirements, deviations and technical suitability. Bidders shall respond to the requirements as explained below for their evaluation with regard to experience and qualification. Also, Bidder shall refer and respond to ALL technical requirements as mentioned in the RFP document
- 20.6.6. After the technical presentation and demo, the Tender Evaluation Committee may ask the bidder to change the proposed components at no additional cost to the GoUP
- 20.6.7. Technical Evaluation shall be based on the following parameters and associated Weightage:

S. No	Evaluation criterion	Max. Marks	Qualifying (%)
1	Company profile	150	105
1.1	Prime Bidder should have average annual turnover of minimum INR 1000 crore during the past three (3) financial years (last year to be considered will be Year 2015/ FY 2014-15) and should have a net worth of 250 Cr. as on close of last financial year Parent company average annual turnover would be considered for only 100% subsidiary/ division/ sub division/ branch business unit	150	
	Turnover more than INR 2000 Crores	150	
	Turnover more than INR 1500 Crores	120	
	Turnover more than INR 1000 Crores	105	
2	Relevant Past experience	300	210
2.1	The Prime bidder or the consortium member must have experience of managing minimum 2 projects with a fleet of at least 400 vehicles (Passenger / Emergency) each in last 5 years in India (ending as on 31st March 2015) Parent Company experience would be considered for only 100% subsidiary/ division/sub-division/branch/business unit. <i>(Relevance of the project shall also be assessed while evaluating it)</i>	75	
	More than 6 projects	75	
	4 – 6 projects	60	
	2 – 3 projects	40	
2.2	The Prime bidder or any consortium member must have experience of handling minimum 2 projects with a fleet of atleast 400 vehicles (Passenger/Emergency) each in last 5 years in India. Parent Company experience would be considered for only 100% subsidiary/ division/sub-division/branch/business unit.	75	

S. No	Evaluation criterion	Max. Marks	Qualifying (%)
	<i>(Relevance of the project shall also be assessed while evaluating it)</i>		
	More than 800 vehicles	75	
	More than 600 vehicles	60	
	More than 400 vehicles	40	
2.3	Prime bidder or any consortium member should have experience of providing annual average employment to 3500 Facility Management personnel or Drivers in last three years in India Parent Company experience would be considered for only 100% subsidiary/ division/sub-division/branch/business unit.	150	
	More than 10000 personnel	150	
	More than 6000 personnel	120	
	More than 3500 personnel	90	
3	Solutions proposed	500	375
3.1	Understanding of ToR and Approach for implementation	50	
	Understanding of Requirements	20	
	Adequacy of Workplan and implementation approach	30	
3.2	Robustness and quality of proposal	200	140
	PRV Design and Fabrication capability: -Evaluation to be done on the Previous fabrication experience and quality of work done in such projects -Include Pictures of previously designed/fabricated vehicles -Visit to Fabrication lab for capability assessment	50	
	Detailed Operations and maintenance Strategy along with plan for effective management of PRV's	50	
	Strategy or Plan for enabling completely paperless operations and management of PRVs across the State Quality and effectiveness of the IT application for efficient end to end management of PRVs	50	
	Comprehensiveness of Fallback strategy and planning during rollout	25	
	Compliance with Technical Specifications as mentioned in the RFP	25	
3.3	Assessment of Manpower deployment	125	
	Effectiveness of Manpower deployment plan in the PRV's and other areas as specified in RFP	25	
	Comprehensiveness of strategy for contingency management including simultaneous mobilization of existing resources and additional resources as required	75	
	Training strategy	25	
3.4	Technical Presentation by the bidder	125	88
	Quality of Presentation including CAD design of fabricated	40	

S. No	Evaluation criterion	Max. Marks	Qualifying (%)
	PRVs (4W and 2W) and clarity of responses		
	Quality of In-Vehicle components (Bidder needs to get one piece of each component as per the component list available in Section-5)	30	
	Passion and commitment demonstrated during the presentation	25	
	Organization's value and higher management commitment	30	
4	Proposed resources for the project (As per the criterion mentioned in RFP)	50	
4.1	Project Director (1)	30	
4.2	Project Manager (1) Should have experience of minimum of 2 fleet management projects in last 5 years with minimum of 100 vehicles each	20	
	Total	1000	750

20.6.8. The Bidder would be technically evaluated out of 1000 marks. Bids receiving 750 marks and above would qualify for financial evaluation.

20.7. Opening of Financial Bids

20.7.1. After evaluation of technical Bid, through the evaluation committee the GoUP shall notify those bidders whose technical Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial Bids will not be opened. The GoUP will simultaneously notify the bidders, whose technical Bids were considered acceptable to the GoUP. The notification may be sent by e-mail provided by bidder.

20.7.2. The financial Bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the bidder. The name of bidders, percentage Price quoted for various items etc. will be announced at the meeting.

20.7.3. The Financial bids shall be evaluated by the GoUP for completeness and accuracy. Arithmetical errors will be rectified on the following basis:

20.7.3.1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

20.7.3.2. If there is a discrepancy between words and figures, the amount in words will prevail.

20.7.4. Through the bidding process, the intent is to empanel **two** bidders who shall be responsible for carrying out the tasks as mentioned in Scope of Work in section 5 of this RFP

- 20.7.5. The Lowest Quoting Bidder will be selected as per the lowest Gross Total Value (GTV), designated as L1, quoted in Clause 3.2.1 of Section 4 for signing of the contract.
- 20.7.6. Other bidder with the next lowest cost (L2) shall be required to match the price offered by the L1 bidder.
- 20.7.7. If the L2 bidder does not agree to match the price quoted by the L1 bidder, the GoUP shall evaluate the subsequent Lower Cost Bidders who have qualified technically. This evaluation shall continue until a bidder agrees to match the Price as quoted by the L1 bidder.
- 20.7.8. The distribution of PRVs for the purpose of this project shall be done as per the below distribution matrix:

	L1	Agency Matching L1 Rate
PRV Distribution	60%	40%

- 20.7.9. In case no bidder agrees to match the Price quoted by the L1 bidder, the L1 bidder shall be responsible for carrying out the tasks as mentioned in Scope of Work in section 5 of this RFP for **100 %** of PRVs (4W and 2W).
- 20.7.10. It is to be noted that the bid prices as quoted by all the bidders shall be for the PRV Management of **100 %** of PRVs but the actual contract value for each of the two selected bidders shall be as per the corresponding PRV Distribution percentage as given in clause 20.7.8 or 20.7.9 as applicable.
- 20.7.11. No enquiry shall be made by the bidder(s) during the course of evaluation of the RFP, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative of GoUP, can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

21. Post Qualification and Award Criteria

- 21.1. This determination will take into account the Bidder's financial, technical, implementation and post-implementation strengths and capabilities. It will also include examination of the documentary evidence submitted by the Bidder as part of the bid as well as such other information as the GoUP deems necessary and appropriate.

- 21.2.** An affirmative determination will be a prerequisite for award of the Contract to the Bidder/ or Prime Bidder (in case of consortium). A negative determination will result in rejection of the Bidder's bid, in which event; the GoUP will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily and award of contract.
- 21.3.** The GoUP is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.

22. GoUP Right to Vary Scope of Contract at the time of Award

- 22.1.** The GoUP may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified in Change Control Note in Section 3 of this RFP.
- 22.2.** If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, with the consent of the Bidder and the Contract shall accordingly be amended.

23. GoUP Right to Accept Any Bid and to Reject Any or All Bids

- 23.1.** The GoUP reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder (s) or any obligation to inform the affected Bidder (s) of the grounds for the GoUP action.

24. Notification of Award

- 24.1.** Prior to the expiration of the period of bid validity, pursuant to Clause 14, the GoUP will notify the successful Bidders in writing that its bid has been accepted. The Bidders shall provide their acceptance within specific period mentioned by GoUP.
- 24.2.** The notification of award will constitute the formation of the Contract.
- 24.3.** Upon the successful Bidders furnishing of performance security pursuant to Clause 25, the GoUP may notify each unsuccessful Bidder and will discharge their EMD, pursuant to Clause 11 of this section.

25. Performance Bank Guarantee

- 25.1.** Within 15 days of the receipt of notification of award/ Letter of Intent (LoI) from the GoUP, the successful Bidder shall furnish the performance bank guarantee of 10% of total contract value in accordance with the Conditions of Contract, in the Performance Bank Guarantee prescribed in Clause 4.1 of Section 4 of this RFP given by any nationalized/scheduled bank.

25.2. Failure of the successful Bidders to comply with the requirement of Clause 26 of this section shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the GoUP may award the Contract to the next best evaluated bid or call for new bids.

25.3. Performance Bank Guarantee shall be valid for One Year more than the period of the contract.

26. Signing of Contract

26.1. The Bidders from the successful consortiums shall sign the contract within 15 days of submission of Performance Bank Guarantee.

27. The EMD may be forfeited:

27.1. In the event the L1 bidder does not accept the contract, EMD of the bidder will be forfeited and the GoUP shall evaluate the next subsequent Technically qualified lower cost bidders

27.2. In the event L2 bidder agrees to match the price as offered by the L1 bidder but later declines the same, his EMD shall be forfeited and the GoUP shall evaluate the next subsequent Technically qualified lower cost bidder

27.3. If any of the bidders withdraws its bid during the period of bid validity specified by the bidder in the bid; or

27.4. In the case of a successful bid, if the bidder fails;

27.4.1. To furnish performance security in accordance with clause 25 of this section

27.4.2. To sign the contract in accordance with Clause 26

28. Rejection Criteria

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

28.2. General Rejection Criteria

28.2.1. Bids submitted without or improper EMD or tender fees

28.2.2. Bids received through Telex / Telegraphic / Fax / e-Mail

28.2.3. Bids which do not confirm unconditional validity of the bid as prescribed in the RFP

28.2.4. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process

28.2.5. Any effort on the part of a Bidder to influence the GoUP bid evaluation, bid comparison or contract award decisions

28.2.6. Bids received by the GoUP after the last date and time for receipt of bids prescribed by the GoUP, pursuant to details mentioned in Section 1.

- 28.2.7. Bids without power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder
- 28.2.8. Bids without an undertaking of having understood the provision of the RFP fully.

28.3. Technical Rejection Criteria

- 28.3.1. Technical Bid containing financial details.
- 28.3.2. Revelation of prices in any form or by any reason before opening the Financial Bid
- 28.3.3. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
- 28.3.4. Bidders not responding to the complete scope of work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidder.
- 28.3.5. If the bid does not conform to the timelines indicated in the bid.

28.4. Financial Bid Rejection Criteria

- 28.4.1. Incomplete Price Bid
- 28.4.2. Price Bids that do not conform to the RFP's price bid format.
- 28.4.3. If there is an arithmetic discrepancy in the Financial Bid calculations the GoUP shall rectify the same. If the Bidder does not accept the correction of the errors, bid may be rejected.

SECTION 3
CONTRACT CONDITION AND SERVICE LEVELS

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A. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definition of Terms

- 1.1. **“Bidder”** shall mean organization or consortium submitting the proposal in response to this RFP
- 1.2. **“Contract”** means the Contract entered into between the **“GoUP”** and the **“Prime Bidder”** with the entire documentation specified in the RFP and the RFP response submitted by Prime Bidder.
- 1.3. **“Contract Value”** means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations.
- 1.4. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic document as per IT Act etc.
- 1.5. **“Effective Date”** means the date on which this Contract is signed or Lol is issued by GoUP, whichever is earlier, and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- 1.6. **“GCC”** means General Conditions of Contract
- 1.7. **“Goods”** means all of the equipment, sub-systems, hardware, products accessories, software and/or other material or items which the Bidder is required to supply, install and maintain under the contract.
- 1.8. **ITECCS** means Integrated Technology Enabled Citizen Centric Services
- 1.9. **UP POLICE 100** means Uttar Pradesh Police Integrated Call 100 Centre
- 1.10. **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.11. **“Notice”** means:
 - a notice; or
 - a consent, approval or other communication required to be in writing under this Contract.
- 1.12. **“OEM”** means the **Original Equipment Manufacturer of any equipment / system / component** which is providing such goods to the GoUP under the scope of this RFP.
- 1.13. **“Bidder’s Team”** means the Bidder who has to provide goods and services to the GoUP under the scope of this Contract. This definition shall also include any and/or all of the employees of the Bidder, authorized service providers/ partners/ agents and representatives or other personnel employed or engaged either directly or indirectly by the Prime Bidder for the purposes of this Contract.

- 1.14. **“Purchaser”** shall mean Government of Uttar Pradesh (GoUP) acting through **ITECCS cell of UP Police** and its successors and assignees.
- 1.15. **“Project”** shall mean procurement, installation and integration of technology with fleet, deployment of trained manpower and operations and maintenance of fleet management system for UP Police 100 at ITECCS (Integrated Technology Enabled Citizen Centric Services) and the identified field locations.
- 1.16. **“Agency”** means the bidder who is selected by the GoUP at the end of this RFP process. The agency will carry out all the services mentioned in the scope of work of this RFP.
- 1.17. **“Replacement Service Provider”** means the organization replacing the bidder in case of contract termination for any reasons
- 1.18. **“SCC”** means Special Conditions of Contract
- 1.19. **“Sub-Contractor”** means the entity named in the contract for any part of the work or any person to whom any part of the Contract has been sublet with the consent in writing of the GoUP and the heirs, legal representatives, successors and assignees of such person.
- 1.20. **“Services”** means the work to be performed by the Bidder pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the GoUP.
- 1.21. **“Consortium”** means the entity as per clause 9 of Section 3 of RFP

2. Interpretation

- 2.1. In this Contract unless a contrary intention is evident:
 - a. the clause headings are for convenient reference only and do not form part of this Contract;
 - b. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
 - c. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
 - d. a word in the singular includes the plural and a word in the plural includes the singular;
 - e. a word importing a gender includes any other gender;
 - f. a reference to a person includes a partnership and a body corporate;
 - g. a reference to legislation includes legislation repealing, replacing or amending that legislation;
 - h. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
 - i. in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

3. Conditions Precedent

This Contract is subject to the fulfillment of the following conditions precedent by the Bidder.

- 3.1. Furnishing by the Bidder, an unconditional and irrevocable **Performance Bank Guarantee** (Section 4 of the RFP) and acceptable to the GoUP which would remain valid until such time as stipulated by the GoUP.
- 3.2. Obtaining all statutory and other approvals required for the performance of Services under this Contract. This may include approvals or clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax or Duties or Levies, work permits or clearances for Bidder / Bidder's team, etc.
- 3.3. Furnishing of such other documents as the GoUP may specify.
- 3.4. The Prime Bidder and its consortium member (in case of Consortium) have executed a binding Consortium contract, a notarized copy of which has been delivered to the GoUP.
- 3.5. The GoUP reserves the right to waive any or all of the conditions specified in Clause 3 above in writing and no such waiver shall affect or impair any right, power or remedy that the GoUP may otherwise have.
- 3.6. In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence :
 - 3.6.1. Pre-bid clarification and corrigendum
 - 3.6.2. Section 3 (GCC holds precedence over SCC)
 - 3.6.3. Section 5
 - 3.6.4. Section 5A
 - 3.6.5. Section 5B
 - 3.6.6. Section 2
 - 3.6.7. Section 4
 - 3.6.8. Section 1

4. Scope of work

- 4.1. Scope of the Contract shall be as defined in **Section 5 of the RFP** and Annexes thereto of the tender.
- 4.2. GoUP has engaged the Bidder for procuring the in-Vehicle components (for both 4W and 2W PRV's), fabricating its Police Response Vehicles (PRV's) and thereafter Operating and Maintaining the PRV's including drivers for the duration of Contract. The Bidder is required to provide such components, services and support as the GoUP may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the GoUP, in order to meet its Business requirements (hereinafter 'scope of work').

5. Key Performance Measurements

- 5.1. Unless specified by the GoUP to the contrary, the Bidder shall deliver the components, perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under **Section C** (Service Level Agreement) of this section.
- 5.2. If the Contract includes more than one document, then unless the GoUP specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 5.3. The GoUP reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work

6. Commencement and Progress

- 6.1. The Bidder shall subject to the fulfillment of the conditions precedent above, commence the performance of its obligations in a manner as per the Scope of Work (Section 5 of the RFP).
- 6.2. The Bidder shall proceed to carry out the activities or services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 6.3. The Bidder shall be responsible for and shall ensure that all activities or services are performed in accordance with the Contract, Scope of Work and Service Specifications and that the Bidder's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- 6.4. **Standards of Performance:** The Bidder shall perform the activities or services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the GoUP and shall, at all times, support and safeguard the GoUP legitimate interests in any dealings with Third parties.

7. Approvals and Required Consents

- 7.1. The GoUP will extend necessary support to the Bidder to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Bidder to provide the Services. The costs of such Approvals shall be borne by the Bidder. Both parties will give each other all co-operation and information reasonably.
- 7.2. The GoUP shall also provide necessary support to Bidder in obtaining the Approvals. In the event that any Approval is not obtained, the Bidder and the GoUP will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the GoUP, to continue to process its work with as minimal interruption to its Business operations as is commercially reasonable until such Approval is obtained, provided that the Bidder shall not be relieved of its obligations to provide the Services

and to achieve the Service Levels until the Approvals are obtained if and to the extent that the Bidder 's obligations are dependent upon such Approvals.

8. Sub – Contract

- 8.1. The Prime Bidder shall not, without the consent in writing of the GoUP appoint any delegate or sub-Bidder for the performance of Services under this contract. **Only the services of fabrication of PRV's and Hiring of Drivers for Operating the 4W PRVs** as mentioned in the Section 5 of the RFP can be sub-contracted by the Bidder. For the purpose of Hiring of Drivers, bidder is not allowed to have more than one (1) sub-contractor.
- 8.2. The Bidder shall be responsible and shall ensure the proper performance of the sub-contractors and shall be liable for any non-performance or breach by such service providers. The Bidder indemnifies and shall keep indemnified GoUP against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such providers. The Bidder shall be responsible for making all payments to the sub-contractors as may be necessary, in respect of any services performed or task executed, and the GoUP shall not be responsible for any part or full payment which is due to such service providers.
- 8.3. All rights of use of any process, product, service or facility developed or any other task performed by the sub-contractors for the Bidder, under this contract would lie exclusively with the GoUP in perpetuity free from all liens, encumbrances and other third party rights and the Bidder shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favour of the GoUP.
- 8.4. Nothing in this Contract or any agreement hereunder shall relieve the Bidder from its liabilities or obligations under this Contract to provide the services in accordance with this Contract. The GoUP reserves the right to hold the Bidder liable for any act/omission of sub-contractor.
- 8.5. The Bidder shall ensure that the Sub-contractor appointed is competent, professional and possesses the requisite qualifications and experience appropriate to the tasks they will perform.
- 8.6. The terms of Bidder's contract / agreement with the sub-contractor (excluding the commercial terms) for this particular assignment shall require the review and approval of the GoUP and shall be in conformity with the terms of this Contract. Where the GoUP deems necessary, it may refuse to consent to the delegation of services to the sub-contractor. The Bidder shall not amend or modify the terms of contract / agreement with the sub-Contractor without the prior written consent of the GoUP.
- 8.7. The Bidder shall not terminate the contract / agreement with the sub-contractor without prior written consent of the GoUP. Further, in case the Bidder terminates any contract/arrangement or agreement with a contractor for any reason whatsoever, the Bidder shall ensure the smooth continuation of services by providing forthwith, a suitable replacement which is acceptable to the GoUP at no additional cost to the GoUP.

9. Constitution of Consortium

- 9.1.** Bidder is allowed to form a consortium; however the Prime Bidder should be specified. The Contract agreement for PRV Management will be signed with the Prime bidder only and all the legal liabilities mentioned in this RFP or otherwise rest with Prime bidder. The Prime bidder while submitting the technical bid shall also submit copy of the agreement between the Prime bidder and consortium firm.
- 9.2.** For the purposes of fulfillment of its obligations as laid down under the Contract, where the GoUP deems fit and unless the contract requires otherwise, Prime Bidder shall be the sole point of interface for the GoUP and would be absolutely accountable for the performance of its own, the other member of Consortium and/or its Team's functions and obligations.
- 9.3.** The Consortium member has agreed that the Prime Bidder is the prime point of contact between the Consortium and the GoUP and it shall be primarily responsible for the discharge and administration of all the obligations contained herein and, the GoUP, unless it deems necessary shall deal only with the Prime Bidder.
- 9.4.** Prime bidder must have a minimum of 51% stake in the contract value of the project. Prime Bidder would be required to provide an undertaking along with the Consortium Agreement (mentioned in Section 4) highlighting the stake of each consortium member in the project.
- 9.5.** Without prejudice to the obligation of the Consortium member to adhere to and comply with the terms of this Contract, the Consortium member has executed and submitted a Power of Attorney in favour of the Prime Bidder authorizing him to act for and on behalf of such member of the Consortium and do all acts as may be necessary for fulfillment of contractual obligations.
- 9.6.** The GoUP reserves the right to review, approve and require amendment of the terms of the Consortium Contract or any contract or agreements entered into by and between the members of such Consortium and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the GoUP. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by the Prime Bidder to the GoUP.
- 9.7.** In case of a breach of any of the terms hereof, the Prime Bidder shall be completely liable for all consequences resulting therefrom.
- 9.8.** Where, during the term of this Contract, the Prime Bidder terminates any contract/arrangement or agreement relating to the performance of Services hereunder with a member of the Consortium, the Prime Bidder shall be completely liable for any consequences resulting from such termination. The Prime Bidder shall in such case ensure the smooth continuation of Services by providing a suitable replacement to the satisfaction of the GoUP at no additional charge and at the earliest opportunity.

10. Bidder's Obligations

- 10.1.** The Bidder's obligations shall include all the activities as specified by the GoUP in the Scope of Work and other sections of the Tender and Contract and changes thereof to

enable GoUP to meet the objectives and operational requirements. It will be the Bidder's responsibility to ensure proper and successful implementation, performance and continued operation of the PRV's in accordance with and in strict adherence to the terms of this Tender and the Contract.

- 10.2.** The Bidder will be responsible for compliance to all statutory obligations in respect of the staff engaged or deployed by him under the contract (including Payment of minimum wages, ESIC Contribution, PF etc.)
- 10.3.** Bidder is responsible to ensure compliance to all statutory obligations.
- 10.4.** The Bidder shall also maintain adequate contracted strength 'on panel' to enable meeting the replacement/substitution and additional resource requirements within the time period specified in **SLA's** for such replacements/substitution at all locations.
- 10.5.** GoUP reserves the right to require changes in personnel which shall be communicated to the Bidder. The Bidder with the prior approval of the GoUP may make additions to the project team. The Bidder shall provide the GoUP with the resume of Personnel as per the formats given in Section 4 of this RFP and provide such other information as the GoUP may reasonably require.
- 10.6.** GoUP reserves the right to interview all the personnel proposed as mentioned in Section-5 of this RFP before their deployment. If found unsuitable, the GoUP may reject the deployment of such personnel. GoUP also reserves the right to reject any or all the resources supplied, even after deployment, if they do not conform to the required qualifications or performance specifications (i.e. if their performance is not satisfactory) or where the resources are absent for a long duration of working days without any reasonable cause, the bidder is liable to be penalized as per the SLA's given in Section C of this document. The decision of the GoUP shall be final and binding in the matter.
- 10.7.** In case of change or replacement of the proposed key personnel, the Bidder shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover or takeover of documents and other relevant materials between the outgoing and the new member. In case the personnel is not replaced within the timelines as stipulated, the bidder is liable to be penalized as per the SLAs given in Section C of this document.
- 10.8.** The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the GoUP. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the GoUP directions and requirements and as stated in this Contract and the Bid to the extent accepted by the GoUP and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
- 10.9.** GoUP reserves the right to replace 20% of Drivers with its own drivers (every year). In such cases, the Bidder shall still be required to provide Operations, Maintenance and

other services as per the terms and conditions of RFP. Cost of Drivers would be appropriately reduced in such cases.

- 10.10.** The Bidder shall ensure that the Annual Maintenance support for the In-Vehicle components is provided till the end of the contract period. The Bidder shall ensure that there is a comprehensive onsite warranty or support arrangement for the aforementioned period with all the In-Vehicle component manufacturers.
- 10.11.** The Bidder shall ensure that the documentation and training services associated with the components shall be provided without any additional cost to the GoUP personnel.
- 10.12.** The Bidder shall ensure that training as per the scope detailed out in Section-5 is provided twice an year
- 10.13.** The Bidder shall provision the required extra or buffer critical spares or components at the designated GoUP office locations in each District in order to ensure that the PRVs adhere to the response times as envisaged through the system.
- 10.14.** The Bidder's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. The Bidder's representative(s) shall liaise with the GoUP representative for the proper coordination and timely completion of works and on any other matters pertaining to the works. The Bidder will extend full co-operation to GoUP representative in the manner required by them for supervision or inspection or observation of the equipment or goods or material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice.
- 10.15.** The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the GoUP in order to resolve issues and oversee implementation of the same.
- 10.16. Approval for Design/Modification/Fabrication**
 - 10.16.1.** The design for fabrication shall be developed based on the requirements given in the Technical Specification and sound engineering practices. The entire design shall be submitted by the successful bidder with supporting technical data to the GoUP for approval, before commencing modification.
 - 10.16.2.** Approval of the design means the approval of the general design features. The Bidder when submitting design proposals for approval to the GoUP shall draw specific attention to the deviation or departure from the specification/drawing included in the Contract.
 - 10.16.3.** Each of the empanelled Bidders shall be required to display fully fabricated Pilot/Prototype PRV's – one each for each of 4W PRVs and 2W PRVs (as per the selected 4W and 2W) to the GoUP before commencing modification of the entire lot of PRV's. GoUP will retain the approved prototype vehicles (both 4W and 2W) as control samples for later comparison. The Bidder should transfer the ownership of control sample vehicles to the GoUP.
 - 10.16.4.** The GoUP shall have the right to accept the Prototype meeting the RFP Document requirements irrespective of the minor variations in the

specifications quoted in the bid of the manufacturers subject to the quality, performance, etc meeting RFP requirements and no financial benefit accruing to the Bidder.

- 10.16.5. The GoUP may ask the bidder to replace certain components if it finds them unsuitable at no additional cost to the GoUP before commencing with the large scale fabrication of all the PRVs
- 10.16.6. The Fabrication shall be designed and constructed as to provide adequate support and stability for the PRV and without disturbing the structural integrity of the PRVs.
- 10.16.7. In case the GoUP decides to get some additional vehicles fabricated (in addition to the number of vehicles proposed in the contract), the Bidder shall be required to fabricate the additional vehicles at the same base rate as proposed in clause 3.2 of Section 4 of this RFP. This rate would apply till 100% increase in the number of additional vehicles to be fabricated.

10.17. Reporting Progress

- 10.17.1. The Bidder shall monitor progress of all the activities related to the execution of this contract and shall submit to the GoUP, **progress reports** with reference to all related work, milestones and their progress during the implementation phase.
- 10.17.2. Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized at the Kick-Off meeting. The GoUP on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- 10.17.3. Periodic meetings shall be held between the representatives of the GoUP and the Bidder once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by GoUP, to discuss the performance of the contract.
- 10.17.4. The Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- 10.17.5. All the goods, services and manpower to be provided / deployed by the Bidder under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of GoUP representative in accordance with the Contract.
- 10.17.6. The GoUP reserves the right to inspect and monitor/ assess the progress/ performance of the work or services at any time during the course of the Contract. The GoUP may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the GoUP may require, to enable it to assess the progress/ performance of the work or service.
- 10.17.7. At any time during the course of the Contract, the GoUP shall also have the right to conduct, either itself or through another agency as it may deem fit, an

audit to monitor the performance by the Bidder of its obligations/ functions in accordance with the standards committed to or required by the GoUP and the Bidder undertakes to cooperate with and provide to the GoUP/ any other agency appointed by the GoUP, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.

- 10.17.8. The calculation of kilometerage for the purpose of Cost per KM and Maintenance charges and otherwise shall be taken by the odometer and verified by GPS. The kilometers covered by the PRV shall be verified on the basis of actual Kilometers operated by the PRV as recorded centrally through the GPS in MDT for the purpose of Cost per KM. Also the bidder's Drivers shall log in the odometer readings on the MDT application at the time of PRV handover-takeover. These readings shall automatically be pushed to the Central MIS application.
- 10.17.9. The GoUP may at any point of time decide to verify the reports vis-a-vis the actual mileage of the vehicle. For this purpose the Bidder needs to maintain online PRV Patrol logs, Online Odometer Logbooks as submitted by bidder daily at the end of each shift. The Bidder may also look at integrating the AVLS and also the GPS in MDT with odometer for automatic update of the "Kilometers travelled" by the vehicle in the central PRV Management application
- 10.17.10. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements or standards, the GoUP representative shall so notify the Bidder in writing.
- 10.17.11. The Bidder shall reply to the written notice giving details of the measures it proposes to take to expedite the progress so as to complete the works within the prescribed time or to ensure compliance to RFP requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the GoUP or GoUP representative that the actual progress of work does not conform to the approved plan the Bidder shall produce at the request of the GoUP representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- 10.17.12. The submission seeking approval by the GoUP or GoUP representative of such plan shall not relieve the Bidder of any of his duties or responsibilities under the Contract.
- 10.17.13. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, the Bidder shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra man power or resources will be submitted to the GoUP for

its review and approval. All time and cost effect in this respect shall be borne, by the Bidder within the contract value.

10.18. Project Plan

- 10.18.1. Within 15 calendar days of Effective date of the contract/Issuance of LoI, the Bidder shall submit to the GoUP for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which he proposes to carry out the works. The Plan so submitted by the Bidder shall conform to the requirements and timelines specified in the Contract. The GoUP and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the GoUP Representative of the Project Plan shall not relieve the Bidder of any of his duties or responsibilities under the Contract.

10.19. Adherence to legal provisions, safety procedures, rules regulations and restrictions

- 10.19.1. The Bidder's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by GoUP shall be applicable in the performance of this Contract and the Bidder's Team shall abide by these laws.
- 10.19.2. The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The Bidder's Team shall adhere to all security requirement/ regulations of the GoUP during the execution of the work
- 10.19.3. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 10.19.4. The Bidder should indemnify and keep the GoUP indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons while working for the GoUP and any loss or damage to property of GoUP sustained due to the acts or omissions of the bidder irrespective of whether such liability arises under the Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time. Compensation costs (if any) would be borne by Bidder in case of any accidents

10.20. Statutory Requirements

- 10.20.1. During the tenure of this Contract nothing shall be done by the Bidder or his team in contravention of any law, act and/ or rules or regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep GoUP indemnified in this regard.

10.21. Service Engineering

- 10.21.1. The Bidder shall furnish information on the maintenance practices to be followed for these fabricated PRVs to conform to Technical Specifications or Guidelines, clearly spelling out the following:
- i. Maintenance standards including clearances and tolerances of PRVs at various locations and permissible limits of wear for good riding comfort and operations.
 - ii. Inspection procedure and periodicity of various inspection schedules in detail including the gauging practices
 - iii. Maintenance procedures in detail including preventive maintenance schedules
- 10.21.2. The Bidder shall also undertake modification or reinforcement or failed fitments (but not limited to) like Bumpers, LED Boards, Door Rubbers, Handholds, Window Catchers, Fire Extinguisher Boxes, Roof Hatch, Amplifiers, Ignition Keys, Rear View Mirrors and their brackets etc. of the PRVs during the contract Period
- 10.21.3. The Bidder shall be required to maintain or replace all graphics or Registration numbers both interior and exterior of the PRVs including additional graphics as required on account of any Government Notifications during Contract Period
- 10.21.4. The maintenance of PRVs shall be on regular basis to ensure 24 X 7 Fleet-wise availability during the contract period. In case of failure to arrange for an immediate repair or maintenance required for Fleet availability, the Bidder shall be liable for imposition of Penalty as per the SLAs defined in Section C of this document. The Bidder agrees that the aforesaid penalty is fair and genuine and he shall not dispute the same in any manner.

11. Accidental Repairs

- 11.1.1. The bidder shall be required under the comprehensive maintenance to carry out accidental repairs of vehicles for accidents attributable to the Bidder. Repairs due to accidents because of the reasons attributable to the defects/ mechanical failure/ fire in the PRV shall be the responsibility of the Bidder. GoUP decision regarding whether the accident is because of defects/ mechanical failure/ fire or otherwise shall be final and binding.
- 11.1.2. The cost of repairs on account of the accidents attributable to the GoUP or due to war, civil commotions, strikes, floods, earthquake, explosion etc. shall

be borne by the GoUP or shall be paid through the Third Party Insurance taken for the vehicles by the GoUP.

- 11.1.3. The cost of repairs on account of minor scratches, dents and paint touching shall also not be charged to the GoUP and the vehicle will be repaired at the cost of the Bidder.
- 11.1.4. In the cases of breakdown of PRV, on account of towing of such shall be arranged by the Bidder immediately to clear the road from traffic jams/inconvenience caused to other road users. All costs for the same shall be borne by Bidder.
- 11.1.5. The Bidder shall be responsible for taking Fitness Certificate, Pollution Under Control Certificate, and such other statutory certificates as are required to be taken from time to time at his own cost during the entire contract period.
- 11.1.6. The bidder **needs to tie-up with the Authorized Service Centres for the PRV's (4W and 2W) for maintaining the vehicles**. Subcontracting of the AMC shall not be permissible. This means that the Bidder shall not sub-let the AMC to any other firm or entity.
- 11.1.7. Bidder must ensure that the PRVs are taken for scheduled maintenance as per the maintenance plan as agreed with the GoUP. Bidder is liable to be penalized for non-compliance to the calendar and shall be completely responsible for any PRV damage occurring out of non-compliance
- 11.1.8. The Bidder will be responsible for meeting the cost and consequences, whether civil or/and criminal, of any Challan or fine or prosecution etc owing to any act or negligence on the part of the Bidder or Driver under the Contract.
- 11.1.9. Adverse operating conditions shall not affect the Contractual obligations and parameters of performance of the Bidder under the Contract. Wear and tear of the Vehicle due to bad road conditions, rains, flooding of roads, heavy traffic etc will not be a defence on the part of the Bidder for not fulfilling his Contractual obligations as per the Contract.
- 11.1.10. The Bidder shall maintain up-to-date record in respect of manpower employed and PRV-wise spare Parts or Assemblies or Sub-assemblies used and maintenance schedules in repairs or preventive maintenance of PRVs. The Bidder shall be required to produce the same for inspection as and when required by the GoUP.
- 11.1.11. The bidder needs to provide specialized PRV Management application for effective and efficient management of PRVs under his purview. Bidder needs to ensure that the PRV management application is functionally capable of performing activities as mentioned in Section 5 of this RFP.

12. GoUP Obligations

- 12.1. GoUP or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.

- 12.2. GoUP shall ensure that timely approval is provided to the Bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this contract.
- 12.3. The GoUP representative shall interact with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. GoUP shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the GoUP is proper and necessary.
- 12.4. GoUP may provide on Bidder's request, particulars or information or documentation that may be required by the Bidder for proper planning and execution of work and for providing services covered under this contract and for which the Bidder may have to coordinate with respective vendors.
- 12.5. The GoUP shall be responsible for getting all the PRVs (4W and 2W) covered under "Third Party Insurance" that shall cover the insured's legal liability for death/disability of third-party loss or damage to the third-party property.
- 12.6. The GoUP shall get into agreements with large Oil Marketing Companies for fuel cards which can be used by the Bidder for getting the PRVs refueled. The Oil Marketing Companies shall be selected based on the extent of availability of their fuelling stations across the State (Urban, Rural and remote corners of the State). The MIS shall be maintained by the Oil Marketing Companies and shall be shared with the GoUP at the end of each month. This shall act as a validation mechanism for the Fuel Bills as submitted by the Bidder.
- 12.7. Bidder's representative shall act as an agent of GoUP to institutionalize the mechanism of fuelling from the authorized Fuelling Stations.
- 12.8. The payments for Fuel as per the MIS reports shared by the Oil Marketing Companies shall be made directly by the GoUP to these companies.
- 12.9. The bidder shall be responsible for carrying out the Background verification of the personnel deployed. The GoUP may at its discretion do a random sampling of the same.
- 12.10. The bidder shall undertake Police Verification of the personnel deployed by the Bidder and the GoUP shall assist the bidder in the same.
- 12.11. All personnel records including the Driver license shall be kept in electronic format and must be readily accessible to the GoUP. The GoUP may at its discretion verify these documents anytime.

13. Payments

- 13.1. GoUP shall make payments to the Bidder at the times and in the manner set out in the Payment schedule as specified in **Clause 3 of Section 5 of this RFP**. GoUP will make all efforts to make payments to the Prime Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents.
- 13.2. All payments agreed to be made by GoUP to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever

levied/applicable, if any, and GoUP shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.

- 13.3.** No invoice for extra work or change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been authorized or approved by the GoUP in writing in accordance with Change Control Note (Annexure I of this section of the RFP) .
- 13.4.** In the event of GoUP noticing at any time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the GoUP, the GoUP may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such amount from any payment falling due to the Bidder. The details of such recovery, if any, will be intimated to the Bidder. The Bidder shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the GoUP or the Bidder.
- 13.5.** All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes, and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which GoUP may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by GoUP from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the GoUP to the Bidder on chargeable basis.

14. Taxes

- 14.1.** Income tax shall be deducted at source by GoUP from all the payments made to Bidder according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by GoUP to the Bidder for any tax deducted at source
- 14.2.** The Bidder shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the GoUP for the work done under this Contract.
- 14.3.** The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the GoUP under the Contract. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the GoUP such information, as it may be required in regard to the Bidder's details of payment made by the GoUP under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the GoUP shall at all times be in accordance with Indian Tax Law and the GoUP shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.

- 14.4.** If there is any reduction in taxes or duties or levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the GoUP. In case of increase in taxation, GoUP shall pay the tax as applicable.
- 14.5.** The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed or levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- 14.6.** The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the GoUP under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed.)
- 14.7.** Should the Bidder fail to submit returns or pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Bidder shall pay the same. The Bidder shall indemnify GoUP against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the GoUP or Prime Bidder.
- 14.8.** The GoUP shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

15. Indemnity

- 15.1.** The Bidder shall indemnify the GoUP from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- a. any negligence or wrongful act or omission by the Bidder or any third party associated with the Bidder in connection with or incidental to this Contract; or
 - b. any breach of any of the terms of the Bidder's bid as agreed, the RFP and this Contract by the Bidder
 - c. any infringement of patent, trademark or copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof
- 15.2.** The Bidder shall also indemnify the GoUP against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
- 15.3.** Regardless of anything contained (except for the Bidder's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of the Bidder, is restricted to the total value of the contract and the Bidder is not liable for any Third Party Claims.

16. Warranty

- 16.1. It shall be Bidder's responsibility to arrange for maintenance personnel for servicing the components supplied
- 16.2. The Bidder warrants that the goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale or End of support; and shall be supported by the Bidder along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- 16.3. The Bidder warrants that the goods supplied under this contract shall be of the reasonably acceptable grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- 16.4. The Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the GoUP Specifications)
- 16.5. The GoUP shall promptly notify the Bidder in writing of any claims arising under this warranty.
- 16.6. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the GoUP may have against the Bidder under the Contract.
- 16.7. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the GoUP may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the GoUP may have against the Bidder under the Contract.

17. Term and Extension of the Contract

- 17.1. The term of this Contract shall be initially for a period of 5 years from the effective date of signing of contract or issuance of Lol whichever is earlier.
- 17.2. If the delay occurs due to circumstances beyond control of the bidder such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of the Bidder, a reasonable extension of time shall be granted by the GoUP.
- 17.3. The GoUP shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to the Bidder, at least 3 (three) months before the expiration of the Term hereof, whether it will grant the Bidder an extension of the Term. The decision to grant or refuse the extension shall be at the GoUP discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the GoUP and the Bidder. Upper limit for the extension of contract will be 3 (three) years.
- 17.4. Where the GoUP is of the view that no further extension of the term be granted to the Bidder, the GoUP shall notify the Bidder of its decision at least 3 (three) months prior to

the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the GoUP shall either appoint an alternative agency/Bidder or create its own infrastructure to operate such Services as are provided under this Contract.

18. Dispute Resolution

In case, a dispute is referred to arbitration, the arbitration shall be under **the Indian Arbitration and Conciliation Act, 1996** and any statutory modification or re-enactment thereof.

- 18.1.** If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.
- 18.2.** The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 18.3.** The Arbitration proceedings shall be held in Lucknow, Uttar Pradesh, India.
- 18.4.** The Arbitration proceeding shall be governed by the substantive laws of India.
- 18.5.** The proceedings of Arbitration shall be in Hindi/English language.
- 18.6.** Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who will be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.
- 18.7.** In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Delhi High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- 18.8.** Any letter, notice or other communications dispatched to the Bidder relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the GoUP by the Bidder shall be deemed to have been

received by the Bidder although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever

- 18.9.** If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the GoUP to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- 18.10.** It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 18.11.** It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- 18.12.** The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- 18.13.** The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

19. Time is of the essence

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

20. Conflict of interest

- 20.1.** The Bidder shall disclose to the GoUP in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

21. Publicity

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

22. Force Majeure

- 22.1.** Force Majeure shall not include any events caused due to acts or omissions of the Bidder resulting in a breach or contravention of any of the terms of the Contract and/or the Bidder's Bid. It shall also not include any default on the part of the Bidder due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.
- 22.2.** PRV Services as being emergency response services, the Bidder shall not be allowed to suspend or discontinue PRV Services during occurrences of Force Majeure Events. A suspension of or failure to provide PRV Services on the occurrence of a Force Majeure event will be an Event of Default and GoUP may terminate the contract unless the Force Majeure event is of such nature that it completely prevents the operation of PRVs for any reason in any area.

- 22.3.** The failure of Bidder to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event :
- i. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
 - ii. Has informed the other party as soon as possible about the occurrence of such an event.
- 22.4.** If Performance Standards are not complied because of any major breakdown to PRVs or any of the Project Facilities or non-availability of project staff, or inability to provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events then no penalty shall be applicable for the relevant default in Performance Standards.
- 22.5.** The GoUP shall not be liable to reimburse the cost of repair or replacement of any PRV or equipment, that is damaged as a direct consequence of a Force Majeure event.
- 22.6.** On the occurrence of any Force Majeure Events or implementation of any disaster management operations or law and order emergencies, the GoUP may give instructions to the Bidder including requiring deployment of certain number of PRVs in specific locations, in such circumstances, the Bidder shall comply with such instructions and will be excused from adherence to relevant performance standards.

23. Delivery

- 23.1.** The Bidder shall bear the cost for packing, transport, insurance, storage and delivery of all the components for the PRVs (4W and 2W) at all the locations as identified by the GoUP.
- 23.2.** The components supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by GoUP.

24. Insurance

- 24.1.** The in-Vehicle components supplied under this Contract shall be comprehensively insured by the Bidder at his own cost, against any loss or damage, for the entire period of the contract. The Bidder shall submit to the GoUP, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- 24.2.** The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the components and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Bidder.
- 24.3.** The bidder shall take out and maintain at its own cost, on terms and conditions approved by the GoUP, insurance against the risks, and for the coverages, as specified below;

- a. at the GoUP request, shall provide evidence to the GoUP showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.
- b. Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, 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

25. Transfer of Ownership

- 25.1.** The Bidder must transfer all titles to the assets and components procured for the purpose of the project to the GoUP at the time of acceptance of the PRVs during the Handover. This includes the transfer of ownership of all the In-Vehicle components fabricated onto the vehicles and the fabrication items as used.

26. Exit Management Plan

- 26.1.** An Exit Management plan shall be furnished by Bidder in writing to the GoUP within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.
- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
 - iii. Exit Management plan in case of normal termination of Contract period
 - iv. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
 - v. Exit Management plan in case of termination of the Bidder
- 26.2.** Exit Management plan at the minimum must adhere to the following:
- i. Three (3) months of support to Replacement Service Provider post termination of the Contract
 - ii. Complete handover of the Planning documents, bill of materials, technical specifications of all equipments, change requests if any, reports, documents and other relevant items to the Replacement Service Provider/ GoUP
 - iii. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to the Bidder on successful completion of handover and knowledge transfer
- 26.3.** In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both Bidder and GoUP shall comply with the Exit Management Plan.
- 26.4.** During the exit management period, the Bidder shall use its best efforts to deliver the services.

B. SPECIAL CONDITIONS OF CONTRACT (SCC)

27. Performance Security

- 27.1. The successful Bidder shall furnish Performance Security to the GoUP at the time of signing the Contract which shall be equal to 10% of the value of the Contract and shall be in the form of **Bank Guarantees** from a Nationalised / Scheduled Bank in the Proforma given in **Section 4** of this RFP which would be valid up to a period of one year more than the contract period.
- 27.2. The bidder will be required to submit **five** Bank Guarantees of equal amount totaling 10% of the value of the Contract. The GoUP will return 1st Bank Guarantee after 2 years of signing of contract and successful project execution, 2nd Bank Guarantee after 3 years of contract signing, 3rd Bank Guarantee after 4 years of contract signing and the 4th and 5th Bank Guarantee within one year after the contract ends.

28. Liquidated Damages

- 28.1. If the Bidder fails to supply, install or maintain any or all of the goods as per the contract, within the time period(s) specified in the Contract, the GoUP without prejudice to its other rights and remedies under the Contract, **deduct from the Contract price, as liquidated damages, as per SLAs mentioned in this section.**
- 28.2. The deduction shall not in any case exceed **20 percent of the contract value.**
- 28.3. The GoUP may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the GoUP right to claim such amount against the Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- 28.4. Delay not attributable to the Bidder will be considered for exclusion for the purpose of computing liquidated damages.

29. Limitation of Liability:

Limitation of Bidder's Liability towards the GoUP:

- 29.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- 29.2. Except in case of gross negligence or willful misconduct on the part of the Bidder's Team or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including property and/or assets of the GoUP shall not be liable for:
- 29.2.1. Any indirect loss or consequential loss or damage and
- 29.2.2. for any direct loss or damage that exceeds (A) the total payments payable under the Contract to the Bidder hereunder, or (B) the proceeds the Bidder may be

entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.

- 29.3.** This limitation of liability shall not affect the Bidders' liability, if any, for damage to Third Parties caused by the Bidder or any person or company acting on behalf of the Bidder in carrying out the Services

30. Ownership and Retention of Documents

- 30.1.** Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the GoUP, the Bidder shall deliver to the GoUP all documents provided by or originating from the GoUP and all documents produced by or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the GoUP at no additional cost. The Bidder shall not, without the prior written consent of the GoUP store, copy, distribute or retain any such documents.

31. Information Security

- 31.1.** The Bidder shall not carry any written/printed document, MIS reports, Assessments, PRV design diagrams or any other goods /material proprietary to GoUP etc. into / out of any location without written permission from the GoUP.
- 31.2.** It shall be the Bidder's responsibility to maintain all records, reports, operations and maintenance data in an electronic form readily accessible by the GoUP at any point of time. Bidder needs to ensure that the data available through the application is secure from internal and external threats and is available only through proper role based access mechanisms.
- 31.3.** All documentation, electronic documents and media at any location shall be properly identified, labeled and numbered by the Bidder. The Bidder shall keep track of all such items and provide a summary report of these items to the GoUP whenever asked for.
- 31.4.** The Bidder must acknowledge that GoUP business data and other GoUP proprietary information or materials, whether developed by GoUP or being used by GoUP pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to GoUP; and the Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Bidder to protect its own proprietary information. The Bidder recognizes that the goodwill of GoUP depends, among other things, upon the Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by the Bidder or its team could damage the goodwill of GoUP, and that by reason of the Bidder's duties hereunder. The Bidder may come into possession of such proprietary information, even though the Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. The Bidder shall use such information only for the purpose of performing the said services.

- 31.5.** The Bidder shall, upon termination of this agreement for any reason, or upon demand by GoUP, whichever is earliest, return any and all information provided to the Bidder by GoUP, including any copies or reproductions, both hardcopy and electronic.

32. Security and Safety

- 32.1.** The Bidder will comply with the directions issued from time to time by the GoUP and the standards related to the security and safety, in so far as it applies to the provision of the Services.
- 32.2.** The Bidder shall upon reasonable request by the GoUP, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

33. Confidentiality

- 33.1.** The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or GoUP Business/ operations, information, Application/software, hardware, Business data, architecture schematics, designs, storage media and other information / documents without the prior written consent of the GoUP.
- 33.2.** The Bidder shall execute a Non-Disclosure Agreement (NDA) as per the format given in Section 4 of this RFP, in favor of the GoUP.
- 33.3.** The bidder's personnel deployed on the project shall also be required to sign an individual Non-Disclosure agreement (NDA) (format to be decided later) and a self-declaration assuring the veracity of information provided by them
- 33.4.** The GoUP reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

34. Events of Default by Prime Bidder

The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Bidder. The events of default are but not limited to:

- 34.1.** The Bidder/ Bidder's Team has failed to perform any instructions or directives issued by the GoUP which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
- 34.2.** The Bidder/ Bidder's Team has failed to conform / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Levels, or if the Bidder has fallen short of matching such standards / benchmarks / targets as the GoUP may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of the Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the GoUP;
- 34.3.** The Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the GoUP, despite being served with a default notice

which laid down the specific deviance on the part of the Bidder/ Bidder's Team to comply with any stipulations or standards as laid down by the GoUP; or

- 34.4.** The Bidder/ Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the GoUP during the term of this Contract and which the GoUP deems proper and necessary for the execution of the scope of work under this Contract
- 34.5.** The Bidder/ Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
- 34.6.** There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder.
- 34.7.** The Bidder/ Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

Where there has been an occurrence of such defaults inter alia as stated above, the GoUP shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the Bidder by the GoUP, the Prime Bidder fails to remedy the default to the satisfaction of the GoUP, the GoUP may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

35. Termination

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

- 35.1.** Where the GoUP is of the opinion that there has been such Event of Default on the part of the Bidder / Bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- 35.2.** Where it comes to the GoUP attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the GoUP, in relation to any of terms of the Bidder's Bid, the RFP or this Contract.
- 35.3.** Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the GoUP shall reserve the right to take any steps as are necessary to ensure Business continuity

- 35.4.** Termination for Insolvency: The GoUP may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the GoUP.
- 35.5.** The Bidder may, subject to approval by the GoUP, terminate this Contract before the expiry of the term by giving the GoUP a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

36. Consequence of Termination

- 36.1.** In the event that the GoUP or the Bidder, terminates this Agreement pursuant and depending on the event of default, compensation shall be decided by the GoUP as per the services provided by the Bidder that have been accepted by the GoUP or his authorized representative(s).

37. Change Control Note (CCN)

- 37.1.** This applies to and describes the procedure to be followed in the event of any proposed change to contract and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Bidder and changes to the terms of payment.
- 37.2.** Change requests in respect of the contract or the Service levels will emanate from the Parties' representative who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN (Annex I, Section 3 of the RFP). CCNs will be presented to the other Party's representative who will acknowledge receipt by signature of the authorized representative of the GoUP.
- 37.3.** The Bidder and the GoUP while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required
- 37.4.** The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

37.5. Quotation

- 37.5.1.** The Bidder shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN the Prime Bidder shall provide as a minimum:
- a description of the change;
 - a list of deliverables required for implementing the change;
 - a timetable for implementation;
 - an estimate of any proposed change;
 - any relevant acceptance criteria;
 - an assessment of the value of the proposed change;
 - Material evidence to prove that the proposed change is not already covered within the scope of Agreement and Service Levels.

- 37.5.2. Prior to submission of the completed CCN to the GoUP or its nominated agencies, the Bidder will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Bidder shall consider the materiality of the proposed change in the context of the Agreement, Service levels affected by the change and the total effect that may arise from implementation of the change.
- 37.5.3. Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Bidder meets the obligations as set in the CCN. In the event the Bidder is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the Bidder. Change requests and CCNs will be reported monthly to each Party's representative who will prioritize and review progress.

C. SERVICE LEVELS

38. Purpose

38.1. The purpose is to define the levels of service provided by the Bidder to the GoUP for the duration of the contract .The benefits of this are:

38.1.1. Start a process that applies to GoUP and Bidder management attention to some aspect of performance, only when that aspect drops below the threshold defined by the GoUP

38.1.2. Help the GoUP control the levels and performance of Bidder's services

38.2. The Service Levels are between the GoUP and the Bidder

39. Service Level Agreements and Targets

39.1. This section is agreed by GoUP and Bidder as the key performance indicator for the project. This may be reviewed and revised according to the procedures detailed in SLA Change Control.

39.2. The following section reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in the following tables are for the period of contact.

39.3. The procedures in Clause 42 will be used if there is a dispute between GoUP and Bidder on what the permanent targets should be.

40. Measurements and Targets

40.1. Liquidated damages

Sl. No.	Measurement	Target	Liquidated damage
1	Submission of performance bank guarantee after award of notification by GoUP	a. More than 15 days of receipt of award of notification by GoUP	a. Forfeiture of EMD
		b. More than 30 days of receipt of award of notification by GoUP	b. Cancellation of award of notification

40.2. PRV related SLAs

S.No	Measurement	Measurement Definition	Measurement Interval	Target	Target Penalty
PRV Fabrication related					
1	Submission of PRV fabrication design	This is the time taken by the Bidders to prepare and submit the detailed design (CAD with type of material etc. to be used) for PRV fabrication to the GoUP from the effective date	Once at the time of commissioning	<10 days	Nil
				>=10 days	25000 Rs per day of delay
2	Demonstration of Fully-Fabricated Pilot PRVs (4W and 2W)	This is the time taken by each of the empanelled Bidders to demonstrate fully fabricated Pilot/Prototype PRV's – one each for 4W and 2W PRVs	Once	<3 weeks	Nil

Section 3: Contract Conditions and Service Levels

S.No	Measurement	Measurement Definition	Measurement Interval	Target	Target Penalty
		before commencing modification of the entire lot of PRV's. This shall be measured from the date of approval of PRV design		>3 weeks	INR 50000 per day of delay
3	Quality of Fabrication	This is the Score (1 to 10 ; 1- Lowest ; 10 – Highest) given by the GoUP representative when performing QA checks on the fabricated PRVs being handed over. Measurement Tool: Fabrication quality scoring sheet to be uploaded by the GoUP representative onto the Central PRV Management application	On delivery of PRVs as per the schedule agreed with the client	>=9	Nil
				<9	50 % of Quoted Capex per PRV (as per Table A and B in Section 4 of this RFP) with Quality issues and refabrication at no additional cost to the GoUP
4	Delay in PRV Handover to the allotted location after complete fabrication	Handover of PRV's as per the required specifications and as per the timelines agreed in the Work Plan Measurement Tool: PRV Handover report to be submitted by the Bidder online through PRV Management application	Per day of such delay	<5 days	Nil
				>=5 days	0.5% of quoted Capex for the percentage of PRVs to be handed over in that lot
PRV availability related					
1	Availability of PRVs on a 24*7 basis	This is the time to be measured when the PRV was available at the locations as per the PRV deployment plan.	Monthly	>=95%	Nil

Section 3: Contract Conditions and Service Levels

S.No	Measurement	Measurement Definition	Measurement Interval	Target	Target Penalty
		<p>It should also include the time period/days the PRV remains under maintenance over and above the “maintenance schedule</p> <p>It should also include the time a PRV is not available due to a breakdown</p> <p>Measurement Tool: Regular PRV Maintenance reports to be submitted by the bidder online using its PRV Management application</p>		<95%	<p>5 times the Per PRV per month Operating Costs proportionately deducted for the number of days the PRV is not available</p> <p><i>Bidder needs to ensure that all 5% vehicles are not unavailable at the same time due to any reasons to ensure the continuity of operations and should provision for deployment of standby PRVs, Drivers etc. as needed</i></p>
PRV maintenance related					
1	Quality of Maintenance	<p>Scheduled maintenance of PRVs shall be assessed by the GoUP representative as per the maintenance plan submitted by the Bidder. The assessment shall include the following:</p> <ol style="list-style-type: none"> 1. Adherence to the maintenance plan 2. Quality of material used during maintenance (engine oil, brake fluid, tuning etc.) <p>Assessment would be scored by the GoUP representative on a scale of 10 (1-Lowest; 10 – highest) and the Assessment Sheet shall be submitted online</p>	As and when requested by the GoUP (limited to 2 times a year)	>=8	Nil
				<8	Three times the Monthly scheduled maintenance cost for the concerned PRV

Section 3: Contract Conditions and Service Levels

S.No	Measurement	Measurement Definition	Measurement Interval	Target	Target Penalty
		on the Central PRV Management application			
2	Shortfalls/ defaults found during regular inspections by the GoUP representative	<p>1.Poor General cleanliness/PRV body maintenance 2. Non-functioning of any equipment 3. Proper updated maintenance of log book, vehicle maintenance records as prescribed in the Scope of Work</p> <p>Measurement Tool: Periodic Inspection Reports to be submitted by the GoUP representative online through the PRV Management application accessible on their desktops</p>	Monthly	Zero' shortfalls/defaults allowed	Penalty of Rs 500/-for every shortfall/default

40.3. PRV Manpower related SLAs

S.No	Measurement	Measurement Definition	Measurement Interval	Target	Target Penalty
Field Manpower related SLAs					
1	Deployment of Drivers and District PRV Managers	Initial deployment of Drivers and District PRV Managers as per the timelines as agreed with the Client	At the start of Commissioning phase	No delays allowed in resource deployment	The replacement Drivers need to be made available immediately so as to ensure no delays in Vehicle Commissioning. Failure to ensure the same shall attract penalty of Three times the monthly salary of the missing Drivers.
2	Availability of Manpower (Drivers) at the designated Location at the designated time	<p>The ITECSS shall decide the daily PRV patrol route in consultation with the District SSP/SP and in coordination with the District PRV manager who shall then allocate the Drivers for PRV's under his purview. Drivers would be notified in advance</p> <p>The Drivers will mark their attendance through the biometric attendance module installed on the MDTs available in the 4W PRVs</p>	Monthly	<100%	0.5% of the Monthly Fixed Billing towards Personnel Costs (Driver) as quoted by the bidder in Table C of Section 4 in this RFP for any number of such instances. (For any number of such incidents across the month)
3	Availability of PRV Managers at each District	[(Actual number of man-days deployed for a month) / (Agreed Total number of man-days in a month)] *100	Monthly	>= 95%	Nil
				>=90 % to < 95%	0.2% of the Monthly Billing of the personnel as quoted in Table C of section-4

Section 3: Contract Conditions and Service Levels

S.No	Measurement	Measurement Definition	Measurement Interval	Target	Target Penalty
				< 90 %	0.5% of the Monthly Billing of the personnel as quoted in Table C of section-4
4	Payments of Driver's Salaries	Bidder needs to pay Driver's salaries on a pre-defined day Bidder also needs to submit the proof of this payment to the GoUP representative every month	Monthly	By 5th of next month	Nil
				> 5th of next month	For each day of delay in payment of salaries - 0.25 % of the Monthly billing for the number of Drivers as quoted in Table C of Section 4 whose salaries have not been paid
5	Code violation	<p>Violation of dress code, moral behavior, punctuality of personnel deployed. Professional standards of working always need to be maintained by the personnel provided by the bidder</p> <p>Bidder's personnel need to be sensitized to Police code of conduct and work-ethics and must act accordingly</p> <p>Bidder's personnel must understand that PRV's are GoUP property and a critical component of the overall Emergency Response system</p>	Monthly	<=2 complaints	Nil
				>2 and < 5 complaints	2 Times the Fixed Monthly cost for the PRV as quoted in Table D1 in Section 4 that reported an instance of code violation

Section 3: Contract Conditions and Service Levels

S.No	Measurement	Measurement Definition	Measurement Interval	Target	Target Penalty
		and must not be used for any other purpose Compliance shall be monitored on the basis of complaints made by the Police Personnel in PRVs		>5 complaints	The concerned Driver shall be permanently blacklisted and a replacement driver needs to be provided by the bidder
6	MIS Reporting	Submission of reports, manuals through the PRV Management Application available on MDTs and centrally at ITECCS. For details on reports, please refer Clause 2.8.6 of Section 5	Monthly	<100% (within stipulated time)	For each day of delay in submitting the requisite report a penalty of Rs. 500 for each report shall be imposed
7	Replacement of Drivers	As per the terms and conditions specified in Clauses 11.3 to 11.8 of Section 3 of this RFP	As and when requested during project execution	Within 5 days	Nil
				> 5 days	3 * Monthly Unit Rate (for each replacement) as quoted in Table C of Section 4
8	Training of Drivers	Adherence to the Training Schedule for additional trainings on Functional/Technical aspects to be provided to the bidder's personnel by UP POLICE 100	As per the training schedule decided by UP POLICE 100	0 instances of non-adherence	Nil
				>=1 instances of non-adherence	INR 50,000 Rs per instance of non-adherence
		Scores obtained by the PRV personnel on trainings provided by UP POLICE 100.	As per the training schedule decided by UP POLICE 100	>=90% of total marks	Nil

Section 3: Contract Conditions and Service Levels

S.No	Measurement	Measurement Definition	Measurement Interval	Target	Target Penalty
		Measurement Tool: Submission of Test Score sheets on the Central PRV Management Application		<90% of Total Marks	Personnel scoring less than 90% need to take tests again and shall not be deployed until they score >=90%. If personnel fail again to score 90%, then replace them with new personnel

41. Reporting Procedures

- 41.1. The Bidder representative will prepare and distribute Service level performance reports in a mutually agreed format by the **5th working day of subsequent month**. The reports will include **“actual versus target”** Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to GoUP management personnel as directed by GoUP.
- 41.2. Bidder is responsible for submitting all the reports electronically to the GoUP through its specialized PRV Management application
- 41.3. Also, the Bidder may be required to get the Service Level performance report audited by a third-party Auditor appointed by the GoUP.

42. Issue Management Procedures

42.1. General

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 GoUP and Bidder.

Implementing such a process at the beginning of the outsourcing engagement significantly improves the probability of successful issue resolution. 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.

42.2. Issue Management Process

- 42.2.1. Either GoUP or the Bidder 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.
- 42.2.2. Any unresolved issues/disputes concerning the Project/Contract between the Parties will first be referred in writing to the Project Manager for his consideration and resolution. If the Project Manager is unable to resolve any issue/dispute within 5 days of reference to them, the Project Manager will refer the matter to the Committees identified and setup by the GoUP..
- 42.2.3. If the Committees fail to resolve a dispute as per the above clause, the same shall be referred to arbitration. The arbitration proceedings shall be carried out as per the Arbitration procedures mentioned in Clause 18 of this section of RFP.

43. Service Level Change Control

43.1. General

It is acknowledged that this **Service levels may change as GoUP business needs evolve over the course of the contract period**. As such, this document also defines the following management procedures:

- a. A process for negotiating changes to the Service Levels
- b. An issue management process for documenting and resolving particularly difficult issues.
- c. GoUP and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change.

43.2. Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues will also be addressed. The Bidder's representative will maintain and distribute current copies of the Service Level document as directed by GoUP. Additional copies of the current Service Levels will be available at all times to authorized parties.

43.3. Version Control: All negotiated changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

D. ANNEXURES**1.1 Annex I: Change Control Note**

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by GoUP	Date:	
Name:		
Signature:		
Received by the Bidder	Date:	
Name:		
Signature:		
Change Control Note		CCN Number:
Part B : Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
Brief Description of Solution:		
Impact:		
Deliverables:		
Timetable:		
Charges for Implementation: (including a schedule of payments)		
Other Relevant Information:		

(including value-added and acceptance criteria)	
Authorized by the Bidder	Date:
Name:	
Signature:	
Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved Rejected Requires Further Information (as follows, or as Attachment 1 etc.)	
For GoUP and its nominated agencies	For the Bidder
Signature	Signature
Name	Name
Title	Title
Date	Date

1.2 Annex II: Form of Agreement

This Agreement is made on theday of.....2016.,

BETWEEN

The Governor of Uttar Pradesh through

Sri.....

(Deputy/Special) Secretary, Home Department, Government of Uttar Pradesh (hereinafter referred as "GoUP" which expression shall unless repugnant to the Context thereafter include his Successor in office) of the **ONE PART**;

AND

.....a Company/.....registered under the Companies Act, 1956 and having its registered office at through Sri.....(hereinafter referred as "Successful Bidder" which expression shall unless repugnant to the Context thereafter include his successor in office and assigns)of the **OTHER PART**.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- a. The GoUP has accepted the tender of the Prime Bidder for the provision and execution of the said works for the sum ofupon the terms laid out in this RFP.
- b. The Bidder hereby agrees to provide Services to GoUP, conforming to the specified Service Levels and conditions mentioned
- c. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

Complete Request for Proposal (RFP) Document	<i>Section 1,2,3,4,5, 5A,5B of the RFP</i>
Break-up of cost components	<i>Prime Bidder's Commercial Proposal</i>
The GoUP Letter of Intent dated <<>>	<i>To be issued later by the GoUP</i>
The Prime Bidder's Letter of acceptance dated <<>>	<i>To be issued later by the GoUP</i>
Bid submitted by the Prime Bidder as per file No. <<>>	

- d. The mutual rights and obligations of the "GoUP" and the Prime Bidder shall be as set forth in the Agreement, in particular:
 - the Prime Bidder shall carry out and complete the Services in accordance with the provisions of this Agreement; and
 - the "GoUP" shall make payments to the Prime Bidder in accordance with the provisions of this Agreement.

NOW THESE PRESENTS WITNESS and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to the Prime Bidder by the GoUP as hereinafter mentioned, the Prime Bidder shall deliver the services for the said works and shall do and perform all other works and things in the Contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said

works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said Contract.

AND in consideration of services and milestones, the GoUP will pay to the Prime Bidder the said sum ofor such other sums as may become payable to the Prime Bidder under the provisions of this Contract, such payments to be made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each.

Signed

Name : _____

Designation : _____

Date :

Place :

Signed

Name : _____

Designation : _____

Date :

Place :

in the presence of :

Signed

Name : _____

Designation : _____

Date :

Place :

in the presence of :

Signed

Name : _____

Designation : _____

Date :

Place :

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BID SUBMISSION FORMATS

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1 Pre-Qualification formats

1.1 Pre-Qualification checklist

S No.	Description	Proof Required
General Requirements		
1.	Pre Qualification Covering letter as prescribed format	Clause 1.2 of this section
2.	Supporting information on Pre-Qualification conditions	Clause 1.3 of this section
3.	Earnest Money Deposit (EMD)	Bank Guarantee as per Clause 1.4 of this section
4.	Tender fees	Refer Section 1 of this RFP
5.	Power of Attorney for Authorization of Signatory for bid signing	Power of Attorney as per Proforma 4.4 of this section
6.	Consortium agreements	Consortium Agreement as per Proforma 4.3 given in the RFP
7.	Declaration of Non-Blacklisting	Clause 1.5 of this section

1.2 Pre-Qualification letter

Date: DD/MM/YYYY

To

ADG, ITECCS
Traffic Directorate
Mohanlalganj, Lucknow
Uttar Pradesh

Subject: Request for Proposal for Selection of PRV Management Agencies for U.P. State wide Dial 100 Project

Ref: RFP No. <<>> dated << 2016>>

Dear Sir,

With reference to your Request for Proposal for “**Selection of Police Response Vehicle (PRV) Management Agencies for State Wide Dial 100 Project**”, we hereby submit our Pre-qualification proposal for the same.

We hereby declare that:

- a. We have not been banned or blacklisted by any government organization in India (Central / State Government).
- b. We hereby acknowledge and unconditionally accept that the GoUP can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- c. We or any person on our behalf will not engage in any corrupt, fraudulent or coercive practices to influence the Bidding Process.
- d. We have enclosed a Bank Guarantee for Rs. Twenty Crores in favour of ‘**Governor of Uttar Pradesh**’ as Earnest Money Deposit, which is valid for 120 days from the opening of the Technical Bid and have also enclosed a Demand Draft of Rs. 25,000 in favour of ADG, ITECCS, Traffic Directorate
- e. We hereby declare that all information and details furnished by us in the Proposal are true and correct, and all documents accompanying such application are true copies of their respective originals.
- f. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- g. In the event of acceptance of our bid, we do hereby undertake-
 1. To supply the products and commence services as stipulated in the schedule of delivery forming a part of the attached proposal.
 2. To undertake the project services for implementation as per the timelines stated in the RFP and operations and maintenance of the PRV's after acceptance, for a period of 5 years; from the date of signing of the contract.
 3. We affirm that the prices quoted are inclusive of delivery, installation, commissioning, training, and providing operations and maintenance, handholding support, and is inclusive of all out of pocket expenses, taxes, levies discounts etc.

- h. We do hereby undertake, that, until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- i. We understand that the bank guarantee furnished by us as Earnest Money Deposit may be encashed under conditions enumerated in Section 3 of the RFP.
- j. We understand that the GoUP may cancel the bidding process at any time and that GoUP is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

In case of any clarifications please contact _____ email at _____

Signature of Authorized Signatory (with official seal)

Date	_____
Name	_____
Designation	_____
Address	_____
Telephone	_____
Fax	_____
E-mail address	_____

1.3 Supporting information for pre-qualification conditions

S. No.	Criteria Description	Mandatory documentary evidence to be submitted	Compliance (Yes/No)
1.	The number of consortium members cannot exceed two, including the Prime Bidder	Signed agreement between Primer bidder and consortium partner	
2.	<p>Prime bidder and Consortium partner must have registered under Companies Act, 1956 and should be in operation in India for a period of at least:</p> <ul style="list-style-type: none"> ▶ 5 years for Prime Bidder as on 31 March 2015 ▶ 3 years for Consortium partner as on 31 March 2015 	<ul style="list-style-type: none"> ▶ Copy of certification of incorporation ▶ PAN card ▶ VAT registration 	
3.	<p>Prime bidder should have average annual turnover of minimum INR 1000 crore during the past three (3) financial years as on 31 March 15</p> <p>Prime Bidder should have a Net Worth of 250 Cr as of 31st March 2015</p> <p>Parent Company Average annual Turnover and Net worth would be considered for only 100% subsidiary/ division/sub-division/branch/business unit.</p>	<p>Copy of audited financial statements</p> <p>AND</p> <p>Letter from statutory auditor with Net Worth details</p> <p>Support letter from Parent Company/ Group companies and Its subsidiaries to be provided</p>	
4.	<p>Prime Bidder should have experience of 2 projects in any one the following area in past 5 years:</p> <ul style="list-style-type: none"> ▶ Fleet management (operations and management of the vehicles) ▶ Provisioning of drivers/ facility management manpower 	Letter from authorized signatory declaring the project experience	
5.	Prime bidder should have ISO 9001:2008 certification	Copy of valid certificate from authorized agency	
6.	<p>The Prime bidder or the consortium member must have experience of managing minimum 2 projects with a fleet of at least 400 vehicles (Passenger / Emergency) each in last 5 years in India (ending as on 31st March 2015)</p> <p>Parent Company/ Group Companies and its subsidiaries experience can be used in case of only 100 % subsidiary/ division/sub-division/branch/business unit.</p>	<p>Documentary evidence (Copy of Client certificate / Purchase order / Contract)</p> <p>Credential in the format provided in Section 4</p>	

S. No.	Criteria Description	Mandatory documentary evidence to be submitted	Compliance (Yes/No)
7.	<p>Prime bidder or the consortium member should have experience of providing annual average employment of 3500 Facility Management personnel or Drivers in last 3 years in India</p> <p>Parent Company/ Group Companies and its subsidiaries experience can be used in case of only 100 % subsidiary/ division/sub-division/branch/business unit</p>	<p>Documentary evidence (Copy of Client certificate / Purchase order / Contract)</p> <p>Credential in the format provided in Section 4</p>	
8.	<p>Prime Bidder should have an office in Lucknow</p> <p>OR</p> <p>Letter from authorized signatory of Prime Bidder to be submitted with a commitment that Prime bidder will set up an office in Lucknow within 30 days of issuance of LOI/Contract</p>	<p>List of offices in India</p> <p>Certificate signed by authorized signatory</p>	
9.	Prime Bidder and the consortium member shall not be black listed to provide similar services to any State / Central Government Department or Ministry as on bid submission date	Affidavit to be submitted separately by each of the Consortium members	

1.4 Earnest Money Deposit Form

To,
ADG, ITECCS
Traffic Directorate
Mohanlalganj, Lucknow
Uttar Pradesh

Whereas M/s <<Name of Bidder>>, a company incorporated under the <<Act>>, its registered office at/ (hereinafter called 'the Bidder') has submitted its Proposal dated ----- for "Request for Proposal for Selection of Police Response Vehicle (PRV) Management Agencies for State Wide Dial 100 Project".

KNOW ALL MEN by these presents that WE <<Name of Bank>> of -----
----- having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the **ITECCS – TRAFFIC DIRECTORATE (UP)** (hereinafter called "the Client") in the sum of Rs. 20,00,00,000 (Rupees Twenty Crores only) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of -----2016

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid
2. If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal, bidder:
 - withdraws his participation from the Proposal during the period of validity of Proposal document;
 - fails to extend the validity if required and as requested or
 - fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or any or a combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 90 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

1.5 Declaration of Non-Blacklisting

Please provide following declaration on letterhead

{Place}

{Date}

To,

Ref: RFP Ref No: _____

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of PRV Management Agencies for U.P. State-wide Dial 100 Project

Dear Sir,

We confirm that our company/firm, _____, is not blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India in last three years on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Prime Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

<<Affidavit to be submitted by each of the Consortium members>>

2 Technical Proposal formats

2.1 Technical Bid Check-List

S. No.	Checklist Items	Compliance (Yes/ No)	Page No. and Section No. in proposal
1.	Technical Bid Letter		
2.	Credential summary		
3.	Technical credentials		
4.	Detailed proposed solution with work-plan		
5.	Manpower Deployment Plan and details		
6.	Proposed CVs		
7.	Schedule of Deviation		
8.	List of Fabricators		
9.	Breakdown of cost components without mentioning cost		

2.2 Technical Bid letter

To
ADG, ITECCS
Traffic Directorate
Mohanlalganj, Lucknow
Uttar Pradesh

Sir,

Sub: Selection of Police Response Vehicle (PRV) Management Agencies for State Wide Dial 100 Project

Ref: RFP No. <<>> dated << 2016>>

We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of **Request for Proposal for Selection of Police Response Vehicle (PRV) Management Agencies for State Wide Dial 100 Project**, do hereby propose to provide our services as specified in the bidding proposal submitted by us.

We declare that all the services shall be performed strictly in accordance with the RFP documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the format provided for statement of deviation, irrespective of whatever has been stated to the contrary anywhere else in our Proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the GoUP are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the GoUP in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Clause 4.1 of this section.

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 our bid is binding on us and that you are not bound to accept a Bid you receive. This proposal is valid for 120 days after opening of technical bid. We shall extend the validity of the bid if required by the "ITECCS-UP Police."

Thanking you,
Yours sincerely,

(Signature of the Prime Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

2.3 Company Profile

A. Brief company profile (required for both bidder and consortium member)

Sl. No.	Particulars	Description/ Details
A.	Name of Bidder	
B.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
C.	Main business of the Bidder	
D.	Registered office	
E.	Incorporation date and number	
F.	Service Tax number	
G.	VAT number	
H.	PAN details	
I.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
J.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
K.	EMD details	
L.	Demand Draft details (DD No., date, Bank)	

B. Certificate of Incorporation (required for both bidder and consortium member)

Provide the Certificate of Incorporation of the company.

C. Financial Turnover

The financial turnover of the company is provided as follows:

	2012 – 13	2013 – 14	2014 – 15
Annual Turnover			
Net worth			

Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover

D. Certifications (required for both bidder and consortium member)

Provide copy of valid certification for ISO 9001-2008.

2.4 Prior Experience

2.4.1 Credential Summary

#	Project Name	Client Name	Client Type	Project Value (in INR)	Project Components	Documentary evidence (Yes/No)	Project Status
1							
2							
3							
4							
5							
6							
7							

Please note that the above format has to be submitted for PQ Credentials as well.

- **Client type** – Indicate whether the client is Government / PSU / Private
- **Project Components** – Indicate the major project components (Fleet Management, Manpower, Fabrication experience etc. as per the Scope of Work as mentioned in Section 5 of this RFP)
- **Documentary evidence provided** – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- **Project Status** – Completed (date of project completion) / Ongoing (project start date)

2.4.2 Credential Format

Bidders are requested to furnish the credentials in the following format for both Pre-Qualification and Technical criterion. All credentials should be supported by relevant documentary proof.

Assignment Name:	Country:
Name of Client:	Location within the Country:
Address:	Duration of the assignment:
Start Date and End Date:	
Contract Value (in INR):	Name of associated firm, if any
Narrative Description of Project:	
Description of actual services provided (as per the below mentioned headers): <ol style="list-style-type: none"> 1. Fleet Management (Operations and Maintenance) 2. Fabrication 3. Manpower deployment (Facility Management personnel or Drivers) 4. Other Details 	

2.5 Overview of Proposed Solution

2.5.1 Structure of Proposed Solution

The Bidder is required to describe the proposed PRV Management Solution in this section as per the requirements laid out in “**Section 5: Scope of Work**” of this RFP. The Solution would be evaluated on the following broad parameters. GoUP reserves the rights to add, delete, or modify these parameters at any time during the Tender process, without assigning any reasons whatsoever and without being required to intimate the Bidders of any such change. Clear articulation, methodology and description of the Project requirements, guidelines for PRV operations and maintenance, PRV in-fleet component technical specifications, fabrication guidelines etc.

Please provide approach and methodology to execute the entire project as per the following headers. Bidders are advised to comply with the below provided header while detailing out their solution.

S. No.	Item
1.	Understanding of ToR and Implementation approach <ul style="list-style-type: none"> Understanding of requirements Adequacy of Workplan and Implementation approach
2.	PRV Operations and Maintenance approach <ul style="list-style-type: none"> PRV fabrication Design/Strategy/Approach Detailed Operations and Maintenance Strategy along with plan for effective management of PRV's and adhering to the SLAs Strategy to meet implementation timelines Quality Assurance plans Strategy to maintain and improve the SLAs Comprehensiveness of Fallback strategy Understanding of requirements Compliance with the Technical Requirements
3.	Manpower Deployment <ul style="list-style-type: none"> Strategy for handling HR issues Management commitment and Organization's values Effectiveness of Manpower deployment plan in the PRVs and other areas as specified in the RFP Comprehensiveness of strategy for contingency management including simultaneous mobilization of existing resources and additional resources as required Training Strategy

2.5.2 Project Plan

A **Detailed Project Plan** covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

Activity-wise Timelines							
S. No.	Item of Activity	Month wise Program					
		1	2	3	4	5	...
	Project Plan						
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2							
2.1							
2.2							
3							
3.1							
4							
<p><i>Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity and phase wise timelines for executing the project with details of deliverables and milestones as per their proposal.</i></p>							

2.5.3 Manpower Deployment Plan

<u>Manpower distribution</u>							
S. No.	Manpower	Month wise time to be spent by each personnel (in weeks/ days/ hours)					
		1	2	3	4	5	n...
1	Project Director						
2	Project Manager						
3	District PRV Managers						
4	Others (as per RFP and bidder plan)						
<p><i>Note: The above chart is just for the purpose of illustration. Bidders are requested to provide detailed manpower distribution with clearly stating offsite and onsite deployment, part time/ full time deployment and other details as per their proposal.</i></p>							

2.6 Details of Manpower

Note: For the Key Personnel (refer Section 5), it is mandatory to provide name of proposed resource along with details desired as per format given below. **It is required that the resource proposed for the key position should not change in the first six months of the project, Letter of Intent (LoI) is issued within 3 months of bid submission . Any change of resource should be compensated with equivalent or better resource. It is also informed that the GoUP, would interview the resources suggested by the bidders before their deployment on board.**

2.6.1 Summary of Resources

S.No.	Name of the Resource	Proposed Role	Higher Qualification	Basic Qualification	Certifications	Number of projects in (Dial 100/emergency response)	Total Experience (in years)
1.		Project Director					
2.		Project Manager					
3.							

2.6.2 Detailed CV Format

1	Name:			
1. Proposed position / role	(only one candidate shall be nominated for each position)			
2. Date of Birth		Nationality		
3. Education	Qualification	Name of School/College/University	Degree Obtained	Date Attended
4. Years of experience				
5. Years with the firm				
6. Employment Record	Employer	Position	From	To
[Starting with present position and last 2 firms, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]				
7. Relevant Work Undertaken that Best Illustrates the experience as required for the Role)				
Project 1				
Name of assignment				
Year				
Location				
Employer				
Main project features				
Position held				
Activities performed				

Section 4: Bid Submission Formats

1	Name:	
Project 2		
Name of assignment		
Year		
Location		
Employer		
Main project features		
Position held		
Activities performed		

2.7 Schedule of deviations

Date: DD MONTH 2016

To
ADG, ITECCS
Traffic Directorate
Mohanlalganj, Lucknow
Uttar Pradesh

Sir,

We are providing the deviations from the requirements of RFP document **No <<>> dated <<2016>>**. These deviations, assumptions and variations are exhaustive. Except these deviations, assumptions and variations, all other Terms and Conditions of the RFP are acceptable to us.

Deviations in Scope of Work

S No. (1)	Reference of RFP Volume Number, Clause No. and Page. No (2)	Deviation in the Proposal (3)	Brief Reasons (4)

Deviation in Terms and Conditions

S. No. (1)	Reference of RFP Volume Number, Clause No. and Page. No (2)	Deviation in the Proposal (3)	Brief Reasons (4)

Deviation in Technical Requirements

S. No. (1)	Reference of RFP Volume Number, Clause No. and Page. No (2)	Deviation in the Proposal (3)	Brief Reasons (4)

Witness:

Signature -----

Name -----

Address -----

Bidder:

Signature -----

Name -----

Designation -----

Section 4: Bid Submission Formats

<hr/>			
		Company	-----
Date	-----	Date	-----

2.8 Anti Collusion Certificate

Anti Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for **Request for Proposal for Selection of Police Response Vehicle (PRV) Management Services for UP State-wide Dial 100 Project**” in Uttar Pradesh against the RFP issued by ITECCS-UP Police, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

Dated this _____ Day of _____, 20____

For_____

(Name)

Authorized Signatory

<< Anti-Collusion certificate to be signed by Prime Bidder only>>

2.9 List of Fabricators

S.No.	Firm Name	Address	Contact Details
1.			
2.			
3.			

3 Financial Proposal Formats

3.1 Financial Bid Letter

To
ADG-ITECCS
TRAFFIC DIRECTORATE
Mohanlalganj, Lucknow
Uttar Pradesh

Sir,

Sub: Request for Proposal for Selection of Police Response Vehicle (PRV) Management Agencies for State Wide Dial 100 Project

Ref: RFP No. <<>> dated << 2016>>

We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of **Request for Proposal for Police Response Vehicle (PRV) Management Agencies for UP State Wide Dial 100 Project** do hereby propose to provide our services as specified in the bidding proposal submitted by us.

All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. This bid is valid for a period of 120 calendar days from the last date of issuance of RFP to the bidder.

We have studied the relevant clause(s) in Indian Tax Laws and hereby declare that if any taxes, surcharge, Professional and any other corporate Tax in altered under the laws, we shall pay the same.

We have indicated in the relevant schedules enclosed, the unit rates on account of payment as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.

We declare that our bid prices are for the entire scope of the work as specified in the Scope of Work and bid documents. These prices are attached with our bid as part of the bid.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in clause 4.1 of Section 4 of RFP within 15 days of issue of LOI.

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 our bid is binding on us during the validity period or the extensions thereof and that you are not bound to accept a Bid you receive.

We confirm that no deviations are attached here with this commercial offer.

Thanking you,

Yours sincerely,

(Signature of the Prime Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

3.2 Breakdown Of Cost Components

Note:

- Bidder should provide all prices, quantities as per the prescribed format under this Annexure. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (Zero) in all such fields.
- The Bidder shall take the quantities mentioned as minimum quantities. However, for proper functioning of the system, the bidder may include components which may not have been mentioned or increased quantities.
- It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
- GoUP reserves the right to ask the Agency to submit proof of payment against any of the taxes, duties, levies indicated.
- GoUP shall take into account all Taxes, Duties and Levies for the purpose of Evaluation.

3.2.1 Gross Total Value

Price should be quoted in INR and should be quoted in both figures and words. Price in words will prevail in event of any mismatch.

Gross total Value (GTV) () A1	INR
(Rupees : _____) in words	

IMPORTANT NOTE:

Please ensure the Gross Total Value given here must match the total cost of :
A1: Summary cost table

3.2.2 Summary Cost Table

Costing for PRV Management Agencies for State-Wide Dial 100 : Summary Sheet (All Prices in Indian Rupees)						
S. No	Item	Reference Table(s)	CAPEX (A) Cost	Operations and Maintenance Phase / OPEX (B) for Five years Cost	Tax Rate	Total Cost (Including Taxes)
1	4W PRV components including installation and fabrication	Tables A1 & A2		-		
2	2W PRV components including installation and fabrication	Table B		-		
3	PRV Management application	Table E				
3	Year One cost (Opex only)	Table C	-			
4	Year Two cost (Opex only)	Table D1	-			
5	Year Three cost (Opex only)	Table D2	-			
6	Year Four cost (Opex only)	Table D3	-			
7	Year Five cost (Opex only)	Table D4	-			
		Table E	-			
Total Cost in INR [A1]			-	C + D1 + D2 + D3 + E		
Total Cost in words						[A1]

3.2.3 Table A1 : 4W PRV components costs (including installation and fabrication) - INNOVA

S.No.	Component	Number of Units (A)	Base Rate per Unit (B)	Total Base Price C=(A X B)	Taxes (D)	Total Cost E=C+D
1	LED light bar	700				
2	PA System	700				
3	Mobile sets with car charger	700				
4	Water Containers with holder	700				
5	Basic First Aid Box	700				
6	Fire Extinguisher	700				
7	Vehicle sticker	700				
8	Storage Decks	700				
9	Holders	700				
10	Dash Camera	700				
11	Mini Stretcher	700				
12	Anti-Riot equipment	700				
13	Crime Scene Protection Kit	700				
14	Wind Shield Protector	700				
15	Convertible Mics with PTT option	700				
16	Overall Fabrication cost per PRV	3200				
Total (In INR Cr.)						
Total in words						

3.2.4 Table A2 : 4W PRV components costs (including installation and fabrication) - BOLERO

S.No.	Component	Number of Units (A)	Base Rate per Unit (B)	Total Base Price C=(A X B)	Taxes (D)	Total Cost E=C+D
1	LED light bar	2500				

S.No.	Component	Number of Units (A)	Base Rate per Unit (B)	Total Base Price C=(A X B)	Taxes (D)	Total Cost E=C+D
2	PA System	2500				
3	Mobile sets with car charger	2500				
4	Water Containers with holder	2500				
5	Basic First Aid Box	2500				
6	Fire Extinguisher	2500				
7	Vehicle sticker	2500				
8	Storage Decks	2500				
9	Holders	2500				
10	Mini Stretcher	2500				
11	Anti-Riot equipment	2500				
12	Crime Scene Protection Kit	2500				
13	Wind Shield Protector	2500				
14	Convertible mics with PTT option	2500				
15	Overall Fabrication cost per PRV	2500				
Total (In INR Cr.)						
Total in words						

3.2.5 Table B : 2W PRV components costs (including installation and fabrication)

S.No.	Component	Number of Units (A)	Base Rate per Unit (B)	Total Base Price C=(A X B)	Taxes (D)	Total Cost E=C+D
1	Low battery consuming high-intensity LED lights	1600				
2	Torch	1600				

S.No.	Component	Number of Units (A)	Base Rate per Unit (B)	Total Base Price C=(A X B)	Taxes (D)	Total Cost E=C+D
3	PA System with PTT	1600				
4	High Pitch Siren	1600				
5	Water bottle with holder	1600				
6	Sticker	1600				
7	Holders for Caps, Lathis, Helmet etc.	1600				
8	Mini Crime Scene Protection Kit	1600				
9	Mobile Charging Points	1600				
10	Utility Box	1600				
11	Special Helmet with an in-built hands free micro-phone to use the PTT-PA system	1600				
12	Normal Helmet for the Pillion rider	1600				
13	Overall Fabrication cost per PRV	1600				
Total (In INR Cr.)						
Total in words						

3.2.6 Table C : Manpower

S. No.	Description	No. of Resources (A)	Cost - Year / (Months of Operation)									
			Yr 1 Unit Rate (B)	Cost- Yr 1/(12) A X B	Yr 2 Unit Rate (C)	Cost- Yr 2/(12) A X C	Yr 3 Unit Rate (D)	Cost- Yr 3 /(12) A X D	Yr 4 Unit Rate (E)	Cost- Yr 4/(12) A X E	Yr 5 Unit Rate (F)	Cost- Yr 5/(7) A X F
1	Project Director											
2	Project Manager											

S. No.	Description	No. of Resources (A)	Cost - Year / (Months of Operation)									
			Yr 1 Unit Rate (B)	Cost- Yr 1/(12) A X B	Yr 2 Unit Rate (C)	Cost- Yr 2/(12) A X C	Yr 3 Unit Rate (D)	Cost- Yr 3 /(12) A X D	Yr 4 Unit Rate (E)	Cost- Yr 4/(12) A X E	Yr 5 Unit Rate (F)	Cost- Yr 5/(7) A X F
3	District PRV Managers											
4	Drivers											
Tax			-		-		-		-		-	
Year-Wise Total with Taxes			-		-		-		-		-	
Manpower Costs in INR Cr. (Grand Total)												
Manpower Costs in INR Cr. (Grand Total) In Words												

3.2.7 Table D1 : Operating expenditure for 4W PRV(Innova) (Fixed)

S.No.	Component	Operating cost per month per PRV (A)	Total number of 4W PRV's	Year / (Months of Operation)				
				Yr 1 (12)	Yr 2 (12)	Yr 3 (12)	Yr 4 (12)	Yr 5 (7)
1	<ul style="list-style-type: none"> PRV repair and maintenance costs (Scheduled) PRV repair and maintenance costs (Non Scheduled) 		700					
2	<ul style="list-style-type: none"> 4W PRV components Insurance (in fleet components)and AMC 		700					

S.No.	Component	Operating cost per month per PRV (A)	Total number of 4W PRV's	Year / (Months of Operation)				
				Yr 1 (12)	Yr 2 (12)	Yr 3 (12)	Yr 4 (12)	Yr 5 (7)
			Tax					
			Year-Wise Total with Tax					
			4W –PRV1 OPEX (Grand Total)					
			4W OPEX (Grand Total) In Words					

3.2.8 Table D2 : Operating expenditure for 4W PRV (Bolero) (Fixed)

S.No.	Component	Operating cost per month per PRV (A)	Total number of 4W PRV's	Year / (Months of Operation)				
				Yr 1 (12)	Yr 2 (12)	Yr 3 (12)	Yr 4 (12)	Yr 5 (7)
1	<ul style="list-style-type: none"> PRV repair and maintenance costs (Scheduled) PRV repair and maintenance costs (Non Scheduled) 		2500					

S.No.	Component	Operating cost per month per PRV (A)	Total number of 4W PRV's	Year / (Months of Operation)				
				Yr 1 (12)	Yr 2 (12)	Yr 3 (12)	Yr 4 (12)	Yr 5 (7)
2	• 4W PRV components Insurance (in fleet components)and AMC		2500					
Tax								
Year-Wise Total with Tax								
4W PRV2 OPEX (Grand Total)								
4W OPEX (Grand Total) In Words								

3.2.9 Table D3 : Operating expenditure for 2W PRV's (Fixed)

S.No.	Component	Operating cost per month per PRV (A)	Total number of 2W PRV's	Year / (Months of Operation)				
				Yr 1 (12)	Yr 2 (12)	Yr 3 (12)	Yr 4 (12)	Yr 5 (7)

S.No.	Component	Operating cost per month per PRV (A)	Total number of 2W PRV's	Year / (Months of Operation)				
				Yr 1 (12)	Yr 2 (12)	Yr 3 (12)	Yr 4 (12)	Yr 5 (7)
1	<ul style="list-style-type: none"> PRV repair and maintenance costs (Scheduled) PRV repair and maintenance costs (Non Scheduled) 		1600					
2	<ul style="list-style-type: none"> 2W PRV components Insurance (in fleet components) and AMC 		1600					
Tax								
Year-Wise Total with Tax								
2W Opex (Grand Total)								
2W OPEX (Grand Total) In Words								

3.2.10 Table D4 : Operating expenditure for PRV's (Fixed Miscellaneous expenses)

S.No	Component	Year / (Months of Operation)				
		Yr 1 (12)	Yr 2 (12)	Yr 3 (12)	Yr 4 (12)	Yr 5 (7)
1	Miscellaneous Costs <ul style="list-style-type: none"> • Postage and courier, printing and stationary • Personnel conveyance and travelling • Any other costs for consumables etc. • Other costs (Uniforms etc.) as per the Scope of Work • Training costs 					
	Tax					
	Year-Wise miscellaneous OPEX (With Tax)					
	Miscellaneous OPEX (Grand Total)					
	Miscellaneous OPEX (Grand Total)-In Words					

3.2.11 Table E : Software Cost

Software Components												
Sr. No.	Description	License Policy	Unit Rate	No. of Units	Total (Unit Rate * No. of Units) A1	AMC for 2 year (A2)	AMC for 3 year (A3)	AMC for 4 year (A4)	AMC for 5 year (A5)	Tax rate	Tax (A6)	Total (A1+A2+A3+A4+A5+A6)
1	PRV Management Application	License										
		Bespoke										
		Other										

4 Proformas

4.1 Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

To
XXX
XXX

IN consideration of the **Governor of Uttar Pradesh**, _____ < indicate name and address of GoUP > (hereinafter called "the GoUP") having agreed; to exempt _____ (hereinafter called "Agency") from the demand, under the terms and conditions of an Agreement, dated _____ made between _____ and _____ for _____ (hereinafter called "the said Contract"), of security deposit for the due fulfilment by the said Agency of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. _____ (Rupees _____ only) we, _____ < indicate name of the Bank > (hereinafter referred to as "the Bank") at the request of _____/Agency/, do hereby undertake to pay to the ITECCS-UP Police an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Agency of any of the terms or conditions contained in the said contract

2. We _____ < indicate name of the Bank > do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ITECCS-UP Police stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ITECCS-UP Police by reason of breach by the said Agency of any of the terms or conditions contained in the said Contract or by reason of the Agency failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the ITECCS-UP Police any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4. We, _____ <indicate name of the Bank> further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Contract under or by virtue of the said Contract have been fully paid and its claims

satisfied or discharged or filed _____ Office/ Department _____ certifies that the terms and conditions of the said contract, have been fully and properly carried out by the said Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ <indicate name of the Bank> further agree with the ITECCS-UP Police that the ITECCS-UP Police shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the ITECCS-UP Police against the said ITECCS-UP Police and to for bear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency or for any forbearance, act or commission on the part of the ITECCS-UP Police or any indulgence by the ITECCS-UP Police to the said Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the agency.

7. We, _____ <indicate name of the Bank> lastly undertake not to revoke this guarantee during its currency except with the previous consent of the ITECCS-UP Police in writing.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

4.2 Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for RFP No. <<>> dated <<DD-MM-2016>> **“Selection of Police Response Vehicle (PRV) Management Agencies for UP State Wide Dial 100 Project”** (hereinafter called the said 'RFP') for the **“ITECCS – UP Police”**, hereinafter referred to as 'GoUP'

and,

WHEREAS, the Bidder is aware and confirms that the GoUP business/ operations, information, application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the GoUP in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the GoUP,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the GoUP grant to the Bidder of specific access to GoUP confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the GoUP under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies and policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the GoUP.
2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e. is released from confidentiality with the written consent of the GoUP.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than

the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the GoUP and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. to treat Confidential Information as confidential unless and until GoUP expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the GoUP or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the GoUP while on or off premises of the GoUP. It is understood that it would be impractical for the GoUP to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the GoUP, the Bidder shall promptly deliver to the GoUP the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the GoUP. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the GoUP, the Bidder shall promptly deliver to the GoUP the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or

its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the GoUP. Without prejudice to the above the Bidder shall promptly certify to the GoUP, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the GoUP in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the GoUP to enable the GoUP to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the GoUP. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory

Name:

Designation:

Office Seal:

Place:

Date :

4.3 Consortium Agreement

DRAFT Agreement

EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of INR 100 duly attested by notary public]

This agreement entered into this day of [Date] [Month] 2016 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 ITECCS, UP Police, Government of Uttar Pradesh has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in **Selection of Police Response Vehicle (PRV) Management Agencies for UP State Wide Dial 100 Project**;

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:
 - Submit a response jointly to Bid for the “**Selection of Police Response Vehicle (PRV) Management Agencies for UP State Wide Dial 100 Project**” as a Consortium.
 - Sign Contract in case of award.
 - Provide and perform the supplies and services which would be ordered by the GoUP 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 GoUP for “**Selection of Police Response Vehicle (PRV) Management Agencies for State Wide Dial 100 Project**” for and related execution works 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 GoUP for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Partner of the Consortium.
- v. The roles and responsibilities of the Prime Bidder and consortium partner shall be as per the responsibility matrix as mentioned below:

S.No.	Consortium Member	Roles and Responsibilities
1.	Prime Bidder	
2.	Consortium Member	

- vi. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

- To ensure the technical, commercial and administrative co-ordination of the work package
 - To lead the contract negotiations of the work package with the GoUP.
 - The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - In case of an award, act as channel of communication between the GoUP and the Parties to execute the Contract
- vii. That the Parties shall carry out all responsibilities as PRV management Agency in terms of the Project Agreement.
- viii. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
Party A: _____
Party B: _____
- ix. 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.
- x. That this agreement shall be governed in accordance with the laws of India and courts in Uttar 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 agreement duly executed on the date and year above mentioned.

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

Witness:

- i. _____
- ii. _____

4.4 Power of Attorney

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZE SIGNATORY

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.]

We, M/s._____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms._____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

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.

(Add in the case of a Consortium/Joint Venture)

Our firm is a Member/Lead Member of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2016

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- ▶ To be executed by all the members individually.
- ▶ 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.

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM/ JOINT VENTURE

[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]

Whereas _____ has invited RFP response for _____ (Name of the Project)
Whereas, the Members of the Consortium comprising of M/s._____, M/s._____, M/s._____
and M/s._____ (the respective names and addresses of the registered offices to be given) are
interested in bidding for the Project and implementing the same in accordance with the terms and
conditions contained in the RFP Documents.

Whereas, it is necessary 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 RFP response
for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s._____ and M/s _____ and M/s_____ hereby designate M/s. _____ being
one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of
the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's
RFP response for the Project, including submission of the RFP response, participating in
meetings, responding to queries, submission of information/ documents and generally to
represent the Consortium in all its dealings with Client or any other Government Agency or any
person, in connection with the Project until culmination of the process of bidding till the Project
Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

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/ Consortium.

Dated this the _____ day of _____ 2016

(signature)

(Name in Block Letter of Executant) *[seal of Company]*

Witness 1

Witness 2

Notes:

- ▶ *To be executed by all the members individually, in case of a Consortium.*
- ▶ *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.*

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SCOPE OF WORK

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Abbreviations

Sr. No.	Abbreviations	Full Form
1	CAD	Computer-aided dispatch system
2	CCS	Citizen Centric Services
3	ER	Emergency Response
4	FMS	Facility Management Services
5	ITECCS	Integrated Technology Enabled Citizen Centric Services
6	KPI	Key Performance Indicators
7	MIS	Management Information System
8	Ops	Operations
9	UP POLICE 100	Uttar Pradesh Police Integrated Call 100 Centre
10	PRV	Police Response Vehicle
11	QandA	Quality and Analytics
12	SLA	Service Level Agreement
13	SOP	Standard Operating Procedure
14	S/W	Software
15	TSP	Technology Service Provider
16	2W	Two Wheeler
17	4W	Four Wheeler

1 Introduction

1.1 Project Background

- 1.1.1 UP Police has an Emergency Response system that has been successfully deployed in the capital city of Lucknow. Every Dial 100 patrol car or bike of the project is equipped with a MDT, through which it is linked to the Control Room. These MDTs are high-end, GPS-enabled touch-screen tabs with their own data connection and a camera.
- 1.1.2 Besides the MDTs, the vehicles come with a stretcher and a crime scene protection kit, along with other necessary items that may be required at a crime scene. In addition to Lucknow, similar Dial 100 systems have been commissioned in Ghaziabad, Kanpur. Recently a project has also been awarded for the Varanasi District.
- 1.1.3 The key objectives of the project will include:
- ▶ Improve the response time for providing Police emergency response services to the citizens
 - ▶ Ensure state-wide coverage of the State-wide Call 100 service including urban, rural and remotest areas of the state
 - ▶ Provide 24x7 operational centralized State-wide Call 100 number
 - ▶ Provide 24x7 efficient and effective Police emergency response system. Citizens shall be able to connect to the system through multiple media, like SMS, email, Chat etc.
 - ▶ Handle Police emergency requests from citizens through skilled manpower
 - ▶ Improve response system for timely dispatch of field personnel (police) to the location of incidence
 - ▶ GPS enabled quick dispatch of vehicles to location of distressed person
 - ▶ Analysis of trends and optimize the use of Police personnel to handle emergency situations
 - ▶ A scalable system to handle increased number of citizen requests and integrate with other services in future
- 1.1.4 The main objective of UP Police is to reduce the response time to provide emergency services to the citizens. Response time includes the time when call was first answered by UP POLICE 100 till the time Police Response Vehicle (PRV) reaches the incident site. With the implementation of new technology, aim is to achieve the below mentioned response times in Urban and Rural areas:
- ▶ Response time in Urban areas for 2 Wheeler PRVs - 10 min
 - ▶ Response time in Urban areas for 4 Wheeler PRVs – 15min
 - ▶ Response time in Rural areas for 4 Wheeler PRVs- 20 min
- 1.1.5 In order to handle emergencies, a capable on ground fleet is required. The fleet should be able to take actions as per the emergency and provide assistance to the needy citizens. Police Response Vehicles (PRV) will be designed while considering the

parameters like public safety, staff convenience, safety and technology and will be branded to communicate efficient and prompt police service, enhance the reputation of UP Police Department and create an overall positive experience for the citizens of Uttar Pradesh.

1.2 Project Stakeholder Needs and Expectations

Key Stakeholder	Key Needs and Expectations
Government of Uttar Pradesh	<ol style="list-style-type: none"> 1) Improved safety and security of the citizens 2) Improved perception of safety and security of the citizens 3) Improved response time for any distress/ emergency situation 4) Effective usage of technology enabled systems to reduce the response time for emergency 5) Appropriate awareness creation and branding of the project to maximize its benefits 6) Scalable solution to meet future safety and security needs of the State 7) Development of Managerial and Leadership capabilities of Police personnel at various levels 8) Availability of Statistical reports/ MIS reports for policy and decision making 9) Hindi language oriented system
UP Police	<ol style="list-style-type: none"> 1) Change in citizens perception of UP Police in responding to the Police Emergency requests 2) Effective usage of technology enabled systems to reduce the response time for emergency 3) Increase in transparency and efficiency in functioning of UP POLICE 100 4) Integration of IT initiatives like CCTNS, Forensic, National Highway Police with Call100 solution as a futuristic overview 5) Create a motivating environment for the staff which helps the ITECCS personnel to be self-driven and meet the objectives of the project 6) Response time for any distress/ emergency to be defined appropriately 7) Proper segregation of emergency and non-emergency calls with actionable calls (ACs) and non-actionable calls(non ACs) 8) Differentiators to be created in terms of vehicles, branding and technology in comparison to other emergency systems in India / abroad 9) Availability of Statistical reports/ MIS reports for senior officers 10) Ensure commitment of appropriate personnel during the project implementation 11) Set-up of analytical capabilities for data mining 12) Design SOPs to handle various emergencies 13) Procurement of vehicles for PRV management 14) GIS maps should be enriched and sensitive zones to be marked in GIS maps. Police boundaries to be defined using geo-fencing tools

Key Stakeholder	Key Needs and Expectations
	<ul style="list-style-type: none">15) Ground knowledge of maps and dialect training for officers for appropriate handling of calls16) No frequent transfer of ITECCS staff17) Implement Paperless office capabilities at ITECCS to enhance efficiency of day to day functioning
Citizen	<ul style="list-style-type: none">1) Anytime Anywhere availability of prompt and efficient Police Emergency Response services2) Assurance of optimal response time in Rural as well as Urban areas of the State

2 Scope of work

2.1 Overview of the proposed PRV management model

Component	Govt.(G)/Agencies)	Mode of Procurement
Vehicle ownership	Government	Procurement through prevailing DGS&D rate contract
In-Vehicle equipment procurement, fabrication and maintenance	Selected Agencies	RFP for Agency selection
Hiring and Training of Pilots (Drivers)		
Vehicle Operations and Maintenance		

- 2.1.1 A total of 3200 4W PRV's and 1600 2W PRVs shall be purchased by the GoUP under this project. Out of this, the core fleet shall consist of 3000 4W PRVs and 1500 2W PRVs that shall be operational/On the Road 24 X 7 to provide Round the Clock Police Emergency Response Services to the citizens of Uttar Pradesh. To ensure the continuity of Emergency Response services, a provision for procurement of 200 additional 4W PRVs and 100 2W PRVs has been made that shall fill the gap when the corresponding core PRVs are unavailable due to scheduled/non-scheduled maintenance. For the project, 700 Innovas (GX 7 seater, E4) and 2500 Boleros (7 seater, shall be procured through the DGS&D rate contract.
- 2.1.2 The procurement of vehicles would happen through Directorate General of Supplies and Disposals (DGS&D). The ownership of the vehicles procured shall remain with the Government of Uttar Pradesh.
- 2.1.3 The PRVs shall do mobile patrolling based on the patrol routes assigned by ITECCS and District SSP or SP in coordination with the Bidders' District PRV Manager
- 2.1.4 The selected bidder shall be responsible for procurement of all the in-vehicle components and then fabricate these components in all the 4W and 2W PRVs.
- 2.1.5 The selected bidder shall be responsible to Operate and Maintain the PRV's that shall include (but not limited to):

- 2.1.5.1 Vehicle maintenance (fuel and other operational expenses) – All routine scheduled/unscheduled maintenance/repair activities including repairs due to accidents, natural calamities etc. In case of an accident, bidder shall provide all possible assistance to the Driver.
- 2.1.5.2 Fabricated In-Vehicle equipment maintenance/replacement
- 2.1.5.3 Deployment of District PRV Managers
- 2.1.5.4 Deployment and Training of Pilots (Drivers)
- 2.1.5.5 Adherence to the Monitoring and Supervision mechanisms through the usage of dedicated PRV Management application installed on the MDTs as well as available centrally at the ITECCS.
- 2.1.5.6 The Bidder shall be responsible for providing end to end support for the specialized PRV Management application for usage at the Field level (on MDTs) and centrally at the ITECCS.

2.2 PRV Management general requirements

- 2.2.1 Both the 4W and 2W PRVs shall be purchased by the GoUP and will be handed over to the Bidder as per the delivery schedule as agreed with the Bidder
- 2.2.2 It shall be responsibility of Bidders' authorized representative to receive the PRVs from the Vehicle Manufacturer at a location decided by the GoUP (to be decided later) as per the delivery schedule in presence of GoUP representative, sign the receipt for receiving the PRVs, driving/transporting these PRVs to its fabrication facilities/Warehouses and park the PRVs for commencing the fabrication work
- 2.2.3 The cost incurred for transporting the PRVs from delivery location to its fabrication facilities shall be borne by the bidder
- 2.2.4 Till the fabricated PRVs are handed over to the GoUP representative, the bidder shall be completely responsible for PRVs safety against theft, environmental damage etc.
- 2.2.5 Once the corresponding lots of PRVs have been fabricated, the Bidder shall notify the GoUP representative who shall then visit the Bidder's fabrication facility and perform Quality Checks on the fabricated vehicles with respect to adherence to technical specifications, quality of fabrication, vehicle integrity check etc. Once satisfied, the GoUP representative shall sign an acceptance report and also submit the same to ITECCS and handover a copy to the Bidder. The bidder shall be required to produce the signed acceptance report for the payment. After the Quality Check, the Bidder shall be responsible for transporting the approved vehicles to designated locations (locations to be decided later) directly from its fabrication facility.
- 2.2.6 The cost incurred for transporting the PRVs from bidder's fabrication facilities/warehouses to the "Handover" location shall be borne by the Bidder
- 2.2.7 The bidder shall be provided Fuel Cards for re-fuelling the PRVs. Bidder needs to use these fuel cards at the Fuelling Stations of the corresponding Oil Marketing Companies. The GoUP shall directly pay the Oil Marketing Companies based on the MIS reports submitted.

- 2.2.8 The GoUP may at any point of time decide to verify the reports vis-a-vis the actual mileage of the vehicle. For this purpose the Bidder needs to maintain online PRV Patrol logs, Online Odometer Logbooks as submitted by bidder daily at the end of each shift. The Bidder may also look at integrating the AVLS and also the GPS in MDT with odometer for automatic update of the “Kilometers travelled” by the vehicle in the central PRV Management application
- 2.2.9 Bidder has to ensure 24 hours availability of the vehicle along with the driver in uniform as agreed mutually between GoUP and the Bidder

2.3 PRV In-Vehicle components

2.3.1 General requirements

2.3.2 PRV In-Vehicle components

The factory delivered PRV needs to be customized as per the GoUP requirements as mentioned below:

S.No	Component	4W (Innova)	4W (Bolero)	2W	Remarks
1	LED light Bar	<input type="checkbox"/>	<input type="checkbox"/>		LED Light Bar to be mounted on top of the 4W PRV's. Low battery consuming high-intensity LED lights to be mounted on the 2W PRV Wind screen visor. Design of light to be approved by the GoUP The design shall be submitted for approval. The LED must have the capability to display different colours like red, blue, green etc. and different states of vehicles like, Patrolling, Free, Busy, etc by colour codes. It should also capability of flashing lights
2	Mobile Phones	<input type="checkbox"/>	<input type="checkbox"/>		Each vehicle shall be provided with a basic Smart Phone
3	Mobile Charging points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mobile Charging Points for charging the mobile phones and other electronic devices (as per the requirements)
4	Dash Camera	<input type="checkbox"/>			Attached to the 4W PRV's windscreen by either a supplied suction cup or mounted on adhesive-tape mount.
5	Portable PA System with Siren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PA System to be mounted on the 4W dashboard and 2W Fuel Tank for ease of access Siren to be placed right behind the Front Grill in 4W PRV and on the leg-protector casing on the 2W PRV for maximum impact Siren must be customisable with different types of sounds. It must indicate different states of vehicle, like,

S.No	Component	4W (Innova)	4W (Bolero)	2W	Remarks
					Patrolling, Busy, Free, etc.
6	Anti-Riot equipment	<input type="checkbox"/>	<input type="checkbox"/>		Poly Carbonate Shield, Lathis etc. to be stowed away below the seats in a 4W PRV
7	Crime Scene Protection Kit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	To be kept in the 4W PRV and Mini Kit in 2W for securing the crime scene for better protection of evidence etc.
8	Storage Deck	<input type="checkbox"/>	<input type="checkbox"/>		To be kept at the back of the 4W PRV for storing the Crime Scene Protection kits etc. securely
9	Small Stretcher	<input type="checkbox"/>	<input type="checkbox"/>		A small portable stretcher to be positioned below the seat in 4W PRV to attend to Emergency situations
10	Helmet with an in-built hands free microphone to use PTT-PA system			<input type="checkbox"/>	To be worn by the Police personnel driving the bike and shall allow them to address the Public while on the move
11	Normal Helmet			<input type="checkbox"/>	To be worn by the Pillion Rider
12	Utility Box			<input type="checkbox"/>	To be mounted on the 2W PRV in a way that doesn't obstruct the seat of Pillion rider and is easy to access
13	Fire Extinguisher	<input type="checkbox"/>	<input type="checkbox"/>		These equipments should be placed at convenient places in the vehicle in a way that doesn't affect the daily operations
14	Torch			<input type="checkbox"/>	
15	Basic First Aid Box	<input type="checkbox"/>	<input type="checkbox"/>		
16	Holders for Lathis, Caps, Water Containers (4W and 2W) etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17	Windshield Protector	<input type="checkbox"/>	<input type="checkbox"/>		To be mounted on top of the Front Windscreen for protection during riots etc.

- 2.3.3 Bidder shall be responsible for providing 2 Basic Mobile Phones per 4W-PRV to the PRV Police personnel who shall handover the same to personnel coming in the next shift during Vehicle Handover-Takeover. It shall be Bidder's responsibility to keep these phones in working condition (charging, maintenance etc.) and replace the same if needed during any point of time. Outgoing calling SIMS will be provided with mobile so that PRV team can connect to distressed person or district Control room as per requirement. The minimum limit of outgoing calls should per SIM should be 1500 minutes/month
- 2.3.4 The GoUP shall provide SIM cards for the phones to be used in 4W PRVs. It shall be GoUP or its authorized representative's responsibility to pay for the monthly mobile bills and getting the faulty SIMs (if any) replaced through its representative or authorized agency.
- 2.3.5 The quantities indicated in the PRV in-fleet Components shall be maintained at all times. Appropriate arrangements shall be made for replacement of disposable items.

2.4 PRV Fabrication

2.4.1 General PRV fabrication requirements

- 2.4.1.1 Bidder shall ensure that the material used for Fabrication is of good quality and is durable that can withstand the daily wear and tear it shall be subjected to during regular PRV maintenance.
- 2.4.1.2 The Bidder shall ensure that the PRVs are modified / fabricated in such a manner that it facilitates easy access for repair and maintenance, removal, replacement of various PRV components/ assemblies/ sub-assemblies/ systems by providing suitable traps/ flaps, etc. Also removal and re-fitment of the engine, transmission, radiator etc. shall be easy for repair and maintenance purpose.
- 2.4.1.3 Fabrication needs to be done while giving due consideration to the occupants of the PRVs and should not obstruct with the personnel's abilities to perform activities in the PRVs as per their individual roles and responsibilities.
- 2.4.1.4 Bidder shall be completely responsible for maintenance/repair of items used during fabrication like fasteners, clips, screws, holders, clamps etc.
- 2.4.1.5 Bidder shall ensure that after the fabrication is completed, the controls for all the In-Vehicle components are easily operable by the PRV personnel.
- 2.4.1.6 For details on the minimum technical specifications for the In-Vehicle components that would be fabricated onto the vehicles, please refer section 5A of this RFP.
- 2.4.1.7 Some other general guidelines for PRV fabrication are:
 - a. Sitting configuration of the vehicle should be minimum 6+1
 - b. Sitting arrangement should be as follows:
 - i. Second row should be bench type front facing
 - ii. Third row should be side facing and must be foldable to make space for housing the larger In-PRV components. The Third row seats might as well be removed if the GoUP deems necessary and it shall be Bidder's responsibility to store/dispose these seats
 - iii. Front row seats should have recline facility
 - iv. 4W PRVs must have Rear AC-Vents for the comfort of personnel sitting at the back. The bidder has to carry out suitable fabrication if the vents are not available in the delivered PRVs
 - v. Bidder must ensure that the 4W PRVs are equipped with floor mats, seat covers, car cover etc. if not available in the vehicles handed over

- 2.4.1.8 Bidder should ensure that the fabrication activity doesn't disturb the integrity and structural stability of the PRVs. The bidder should adhere to ARAI/any other Government approved agency guidelines to ensure the same.
- 2.4.1.9 Bidder needs to adhere to the conditions mentioned in Clause 10.16 of Section 3 of this RFP.
- 2.4.1.10 All the 4W and 2W shall be branded externally as per requirements of UP POLICE 100. Alternative designs shall be submitted for final approval. If stickers are used for branding, they must be replaced upon fading as and when needed.

2.5 PRV manpower requirements

2.5.1 General PRV personnel requirements

- 2.5.1.1 Bidder shall provide adequate number of personnel each responsible for a specific role within the project. Bidder must provide clear definition of the roles and responsibilities of each personnel.
- 2.5.1.2 Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project.
- 2.5.1.3 Changes in Manpower deployment will have to be approved by the GoUP.
- 2.5.1.4 The following table provides an indicative list of resource categories and the minimum resource requirements for the key personnel. However, bidder shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this RFP. Bidder shall propose qualified personnel with adequate skills levels to manage the infrastructure.

2.5.2 Minimum Resources for PRV Management

S.No.	Resources	No. of Resources	Remarks
1	Project Director (Key)	1	CV required
2	Project Manager (Key)	1	CV required
3	District PRV Managers	75*	CV not required as part of Technical Proposal but would be required during deployment
4	Drivers	Suitable number of Drivers to ensure 24 X 7 operations of PRVs as per SLA	CV not required as part of Technical Proposal but would be required during deployment
* Bidder should propose suitable number of additional PRV managers to meet the 24 X 7 PRV availability requirement			

2.5.3 Profiles of Key PRV Management resources

- 2.5.3.1 **Project Director-** The Project Director shall be responsible for guiding the PRV Management team and shall be the single point of contact for the GoUP. The individual designated to perform the role of Project Director should have adequate relevant

experience in managing operations of such large scale. The minimum educational qualifications and experience requirement of a Project Director are as given below:

Role	Required Qualification and Experience	Roles and Responsibilities
▶ Project Director	<ul style="list-style-type: none"> ▶ MBA or B.E or B.Tech ▶ 15+ years 	<ul style="list-style-type: none"> ▶ Responsible for organizing, planning, directing, and coordinating the overall program effort. ▶ Responsible for allocating resources to the project. ▶ Review the quality of deliverables to ensure compliance with the agreed quality measures and standards. ▶ Participate in key project meetings and project review meetings ▶ Responsible for conflict management, issue and dispute resolution ▶ Ensure 100% compliance to the terms and conditions of the Contract
▶ Project Manager	<ul style="list-style-type: none"> ▶ Any graduate with MBA (preferably in Operations) OR ▶ B.Tech/B.E in Mechanical Engineering or Automobile Engineering or Diploma in Automobile Engineering ▶ Min 10 years of overall experience ▶ Person should be technology savvy and well-versed with the computers ▶ Preference will be given to the people with Fleet management experience 	<ul style="list-style-type: none"> ▶ Responsible for monitoring the progress of the project ▶ Responsible for managing the Fleet resources and ensuring their optimum allocation ▶ Manage the PRV fabrication in close coordination with the GoUP (for approval of final design) and the fabricator etc. ▶ Manage the operations and maintenance of the entire PRV fleet in close coordination with the GoUP and other project stakeholders ▶ Responsible for organizing, planning, directing, and coordinating its PRV Personnel at the field locations. ▶ Participate in the Executive Committee meetings ▶ Must have extensive experience and proven expertise in managing complex multi-task contracts ▶ Must have a thorough understanding and knowledge of principles and methodologies associated with program management, vendor management, quality assurance metrics and techniques. ▶ Responsible for overall contract performance and shall not serve in any other capacity under this contract
▶ District PRV	▶ Min. Graduate or Diploma in	▶ Manage the operations and maintenance

Role	Required Qualification and Experience	Roles and Responsibilities
Managers	<p>Mechanical/Automotive engineering etc.</p> <ul style="list-style-type: none"> ▶ Min. 2 years' experience in managing vehicles ▶ Proficient with Computers ▶ Preference will be given to the people coming from Automobile Service background 	<p>of the PRV fleet under his purview</p> <ul style="list-style-type: none"> ▶ Closely coordinate with the GoUP representative for deciding the Patrol Routes for the PRV's under his purview ▶ Validate the Fuel Bills, PRV Mileage records, repair slips etc. for PRV's under his purview and submit for GoUP approval ▶ Maintain an Office in each District with an attached Store for securely storing the PRV spare parts and dispatching them as and when needed ▶ Reporting of issues/status to the Project Manager ▶ Coordinate with authorized Service Centers/Workshops for repair and maintenance ▶ Coordinate with the identified Fuelling stations ▶ Guide the field staff for the closure of activity/operation ▶ Enable field staff to adhere to SOPs and response time ▶ Ensure that the Pilots (Drivers) wear the Uniforms as assigned ▶ Provide training to Drivers and coordinate in training ▶ MIS preparation ▶ Bills/Invoice preparation
▶ Drivers	<ul style="list-style-type: none"> ▶ Valid driving license (not learners license) should be valid for 5 years ▶ Knowledge of communication devices ▶ Thorough knowledge of four wheelers ▶ Shouldn't have any contagious disease ▶ Age: Min. 21 and Max. 35 ▶ Minimum of 3 years of experience of driving ▶ Fair representation to be given to all communities and regions of the State 	<ul style="list-style-type: none"> ▶ Operate the allocated 4W PRVs in a safe manner and follow all the driving rules ▶ Coordinate with the District PRV Manager for: <ul style="list-style-type: none"> ▶ Inspection of vehicle prior to starting the vehicle to make sure all the equipments are secured ▶ Details on Patrol Routes ▶ Notify any repair/maintenance requirements for PRV ▶ Use the PRV Management application for Monitoring and Reporting activities etc. ▶ Coordinate with the Police personnel in PRVs for reaching the location of incident in time ▶ Perform periodic vehicle check and

Role	Required Qualification and Experience	Roles and Responsibilities
		<p>oversee maintenance of vehicle</p> <ul style="list-style-type: none"> ▶ Ensure adherence of SLA of service delivery of: <ul style="list-style-type: none"> ▶ Response time ▶ Training on usage of all the equipments in the vehicle ▶ SLAs as per Section 3

2.6 Appointment of Drivers

- 2.6.1 The bidder needs to provide drivers for all the 4W PRVs. Bidder needs to appoint these drivers to work in two shifts of 12 hours each in order ensure 100% PRV availability. It is bidder's responsibility to provision for additional drivers in case of primary driver's absence due to any reason. In case of any non-compliance with the above, the bidder is liable to be penalized as per the SLAs defined in Section 3 of this RFP.
- 2.6.2 All the drivers should have a valid Driving License issued by any of the State Transport Authority in India. Bidder would be required to submit the details of all the drivers to the GoUP for antecedent verification. The details would at the minimum include the Name, Photo, ID, Permanent Address and contact numbers of all the drivers. The bidder shall also be required to submit copies of Driver's licenses to the GoUP. Bidder shall be required to keep electronic copies of all such records in the PRV Management Application that should be readily accessible to the GoUP.
- 2.6.3 The bidder shall be responsible for carrying out the Background verification of the personnel deployed. The GoUP may at its discretion do a random sampling of the same.
- 2.6.4 The bidder shall undertake Police Verification of the personnel deployed by the Bidder and the GoUP shall assist the bidder in the same. Drivers with "unacceptable" level of antecedent would not be accepted by the GoUP and the Bidder shall be required to provide a suitable replacement as per the SLAs defined in section 3 of this RFP.
- 2.6.5 It shall be the bidder's responsibility to pay salaries of its Drivers on time every month irrespective of payment by the GoUP. The Bidder needs to submit proof of Salary payment to the GoUP before any payments are released. In case of non-compliance with the same, the bidder is liable to be penalized as per the SLAs in Section 3 of this RFP.
- 2.6.6 Any delay in operation due to negligence of the drivers would be liable to the bidder. Drivers would need to wear the uniform and ID card as provided by bidder and approved by GoUP at all times during work. It shall be the bidders' responsibility to replace the Uniform in case of any damage to the same at no additional cost to the GoUP.
- 2.6.7 Bidder should ensure that the Drivers being deployed are not suffering from any contagious disease and always maintain standards of hygiene and cleanliness.
- 2.6.8 The Bidder needs to ensure that the Drivers being deployed are trained in etiquettes and manners on dealing in Public and with the Police Personnel they shall be interacting on a daily basis.

- 2.6.9 Bidder should ensure that within a district, Drivers are reallocated after every quarter.
- 2.6.10 The bidder needs to comply with all the contract conditions related to manpower as mentioned in Clauses **10.4 to 10.9** in Section 3 of this RFP.

2.7 Training

2.7.1 General PRV personnel training requirements

2.7.1.1 Bidder shall ensure that its PRV personnel are trained on atleast the following aspects:

2.7.1.1.1 Traffic Laws

2.7.1.1.2 Traffic and Highway Safety

2.7.1.1.3 Training on providing basic medical emergency help like CPR, First-Aid etc.

2.7.1.1.4 Basic Vehicle Dynamics

2.7.1.1.5 Basic PRV (4W and 2W) Troubleshooting for handling minor Repair Requests

2.7.1.1.6 Inspection and Maintenance Procedures

2.7.1.1.7 Other Competency Courses

2.7.1.1.8 Alcohol and Substance Abuse policy

- 2.7.1.2 Bidder must ensure atleast 3 days of training for the Drivers and District PRV Managers on the above mentioned subjects.
- 2.7.1.3 UP POLICE 100 shall provide Police related Functional Training, Technical Training about MDT, Dashcams, Body Cams, Phones etc. to the Drivers at the ITECCS; the Bidder shall be responsible for transportation and logistics of its personnel to and fro from the Training Centre at UP POLICE 100 as per the required schedule or plan. The Bidder should ensure that the training is completed before the actual deployment of Drivers. In case of any replacement, it shall be Bidders responsibility to get the new joiners adequately trained before they are deployed. The GoUP may at its discretion take tests at any time to verify their competence.
- 2.7.1.4 Bidder shall ensure that its personnel are adequately trained through evaluation and feedback mechanisms
- 2.7.1.5 Bidder must provide refresher courses every six months on the subjects as mentioned above
- 2.7.1.6 Bidder must ensure that the training batches are formed without disrupting the 24 X 7 operations of the PRV fleet. In case of any deviations to the same, the bidder shall be liable to be penalized as per the SLAs given in Section-3.

2.8 PRV Operations and Maintenance

2.8.1 General requirements

This section describes the O and M requirements of the PRVs, including PRV operations, maintenance and support. Bidder shall provide operational support and maintenance services for the PRVs across the state during the entire contract period. Operational and Maintenance support shall ensure that the system is functioning as intended and meeting the service levels. Operations and Maintenance support will primarily include the following:

- 2.8.1.1 Adherence to the response times for 4W and 2W PRVs.
- 2.8.1.2 Carry out periodic preventive maintenance of the Project Facilities and Vehicles.
- 2.8.1.3 Keep the Vehicles under cover roof (to be erected by the Bidder) in safe custody.
- 2.8.1.4 The Bidder will undertake major and minor maintenance such as PRV repairs (as per vehicle manufacturers recommended maintenance schedules) Infrastructure and other equipments.
- 2.8.1.5 The Bidder shall be responsible to ensure timely renewals of all vehicle related documents (as per norms) for making the vehicle pliable on the road.
- 2.8.1.6 Operation and maintenance of all in-vehicle components along with control and administrative systems necessary for the efficient operation of the PRVs.
- 2.8.1.7 The Spare vehicles (200-4W and 100-2W) shall be stationed at the identified locations at District level and it shall be the GoUPs' responsibility to provide storage at the District

level for the same. It shall be Bidder's responsibility to maintain and keep them in operationally ready condition so as to ensure continuity of Police Emergency Response service in case any PRV in the core fleet gets off the road due to scheduled/non-scheduled maintenance and repair activities.

2.8.1.8 In case of scheduled maintenance of the entire Fleet, it shall be the responsibility of Bidder's District PRV Manager to inform in advance to the GoUP representative at the District Control Room, receive the vehicle and deploy it on the Patrol Route that was being served by the PRV undergoing maintenance. In case of non-compliance, the bidder is liable to be penalized as per the SLAs specified in section 3 of this RFP. The bidder needs to submit the spare PRV acceptance and deployment report online through its PRV Management application.

2.8.1.9 In case of any PRV going off the road due to accidents, breakdowns etc. the bidder shall be responsible for swiftly coordinating with the GoUP representative at the identified locations at District level for deploying the spare vehicles in order to ensure the continuity of Emergency Response operations. The bidder needs to ensure that the deployment happens within the SLAs as specified in Section 3 of this RFP. The bidder needs to submit the spare PRV acceptance and deployment report online through its PRV Management application.

2.8.2 **Minimum requirements for the PRV Management application**

2.8.2.1 The specialized PRV Management application needs to be provided by the Bidder and installed on the MDTs and at the Central level at ITECCS. The application must be able to perform the below mentioned functions (but not limited to)

- ▶ Submission of PRV Handover report
- ▶ Online Odometer Logbook
- ▶ Operational Records Maintenance
 - PRV personnel logs (For Drivers, District PRV Managers including their personal details, attendance, leaves etc.)
 - PRV Maintenance Service Book
 - Repair or Maintenance History for each PRV
 - Breakdown or Maintenance or Out of Service schedule
 - Maintenance files for 2W and 4W PRVs (with maintenance status etc.)
 - Inventory of consumables required for uninterrupted PRV operations
 - PRV periodic inspection reports
- ▶ List of Authorized Service Centres: The bidder is required to provide a list of Authorized Service Centres/Garages with which it shall enter into an agreement for handling all the requests related to PRV Maintenance
- ▶ PRV response time recording
- ▶ Fuel Card and Driver Id card transaction summary
- ▶ Maintenance of other records of Police in electronic format

- ▶ MIS generation capabilities for consumption by GoUP or its authorized representatives through MDTs or centrally at ITECCS
- ▶ Code violation reports and also log of all escalations/issues raised to PRV Managers or Bidders' senior representatives
- ▶ Quick availability of these reports for the GoUP
- ▶ Any other reports as per the Scope of Work

2.8.3 PRV Operations (Fuelling arrangements)

- 2.8.3.1 The bidder is completely responsible for fuelling of the PRVs (4W and 2W). The GoUP shall get into agreements with large Oil Marketing Companies for fuel cards which can be used by the Bidder for getting the PRVs refueled. The Oil Marketing Companies shall be selected based on the extent of availability of their fuelling stations across the State (Urban, Rural and remote corners of the State). The bidder shall be provided these Fuel Cards for re-fuelling the PRVs and it shall be bidders' responsibility for handing over these Fuel cards to its Drivers and District PRV managers.
- 2.8.3.2 Bidder needs to use these fuel cards at the Fuelling Stations of the corresponding Oil Marketing Companies. This MIS shall be maintained by these companies and shall share the reports with the GoUP at the end of each month. The GoUP shall directly pay the Oil Marketing Companies based on the MIS reports submitted.
- 2.8.3.3 Bidder's representative shall act as an agent of GoUP to institutionalize the mechanism of fuelling from the authorized Fuelling Stations.
- 2.8.3.4 The maintenance of these Fuel Cards shall be the responsibility of the Bidder and needs to manage the inventory of these cards online through its PRV Management application. The Bidder should ensure that these fuel cards are not shared with any-one else other than the authorized representatives of Bidder.
- 2.8.3.5 Bidder will be responsible for inappropriate usage of these cards.
- 2.8.3.6 Bidder should ensure that its Drivers swipe their ID Cards along with the Fuel Cards and maintain the details of fuel filled and the Driver wtc. in its PRV Management application.
- 2.8.3.7 It shall be Bidder's responsibility to maintain its own records of fuelling, kilometers run etc. online through the PRV management application. The GoUP may at its discretion decide to do a random sampling of this data at any point of time.

2.8.4 Maintenance of PRVs

- 2.8.4.1 The Bidder has to ensure that PRV fleet of four and two wheelers should be in an operationally ready condition on a 24 X 7 basis, 365 days of the year.
- 2.8.4.2 The bidder is required to tie-up with the Authorized Service Centres for the PRV's (4W and 2W). Bidder must ensure that the PRVs are taken for scheduled maintenance as per the maintenance plan submitted to the GoUP. Bidder is liable to be penalized for non-compliance to the calendar and shall be completely responsible for any PRV damage occurring out of non-compliance.

- 2.8.4.3 Bidder needs to submit a List of Authorized Service Centres in every quarter during Project execution online through the PRV Management application.
- 2.8.4.4 Bidder shall also be required to carry out all accidental repairs as per the conditions mentioned in Clause 11 of Section 3 of this RFP.
- 2.8.4.5 The Bidder shall provide at least 1 copy per PRV (Separate for 2W and 4W) of operation and maintenance manual containing essential technical information required for satisfactory operation, inspection and maintenance. Also the Bidder will share a consolidated manual (1 copy per PRV) for all the In-Vehicle components.
- 2.8.4.6 District PRV Manager shall maintain all PRV related information online, which must contain (but not limited to):
1. Model, and serial number of the PRVs and assigned officer
 2. Replacement Parts Forms
 3. Description of the PRVs and related accessories
 4. Maintenance contract date of purchase and expiration
 5. Damage reports etc.
- The bidder shall be responsible for maintaining all the above mentioned information through the specialized PRV Management application for the purpose of MIS and ready availability of all the information related to PRVs.
- 2.8.4.7 Minor repairs can be made on the scene by the **District PRV Manager** by its Drivers:
- 1) Complete the repair slip online through the PRV Management application indicating what the repair was and any parts used. The Repair Slip details should be submitted online through the PRV Management application installed on MDTs available in each PRV.

2.8.4.8 The signed repair-slip shall be forwarded online to the District PRV Manager

2.8.5 Maintaining Spares and Materials

2.8.5.1 The bidder shall be responsible to provide the spare parts required for the maintenance of PRVs and should maintain a sufficient quantity of spare parts in its inventory for minor repairs at its facilities/premises across the state.

2.8.5.2 A monthly inventory of the locker should be kept by the Bidder's District PRV Manager through the PRV Management Application to ensure that an adequate inventory of replacement parts is maintained.

2.8.6 Project monitoring and supervision

2.8.6.1 Bidder shall ensure that the attendance of its Drivers is captured using the application installed on MDT's during the Handover-Takeover of PRVs

2.8.6.2 Bidder has to ensure that in case its Drivers did not report to their assigned vehicles, the same gets captured in the application and updated in the system. In case of unavailability of the PRV driver, it shall be the responsibility of the Bidder's District PRV Manager to make alternate arrangements in the time period as specified in the SLA's else they shall be liable to be penalized as per corresponding SLAs

2.8.6.3 Bidder is responsible for supervision and monitoring of the PRV, refueling of vehicles, submission of bills etc. The office space with sitting arrangements for the supervisory staff and a store to house the spare parts would need to be arranged by the Bidder across the State at its own expense

2.8.6.4 Bidder needs to ensure that the vehicle mileage reports are validated by its District PRV Manager and submitted online through the MDT application

2.8.6.5 Bidder's personnel should ensure that the Online Odometer Logbook is maintained at all times during the Handover-Takeover of PRV's after each shift ends so as to capture the details of patrol mileage by the outgoing PRV personnel

2.8.6.6 The bidder shall be required to maintain proper records of operations including PRV personnel logs, Breakdown/Maintenance/Out of Service schedule, Maintenance Files for 2W and 4W PRV's, inventory of consumables and any other relevant data and present the same to the Department through the Central MIS application

2.8.6.7 The bidder would also need to provide PRV Response time records to UP POLICE 100 through the MDT application online. The data should be suitable for Statistical Analysis for all PRV responses. These records should include the following data elements: PRV-identifier, Time-PRV enroute, Time-PRV clear and Time-PRV-available for the next call

2.8.6.8 The bidder should also undertake periodic Inspections (atleast once every Calendar Month) to determine the PRV condition including compliance or otherwise with the maintenance manual, the maintenance programme and shall submit online reports of such Inspections to the Department through the mobile application.

2.8.6.9 The bidder needs to submit a consolidated report/statement of the Salary and other components credited to Drivers' accounts every month. The payments shall be released to the bidders only after the reports are validated by the GoUP. In case of non-

compliance, the bidder is liable to be penalized as per the SLAs mentioned in Section 3 of this RFP.

2.8.6.10 The bidder should ensure that all the data related to PRV Operations and Maintenance is readily accessible by the GoUP at any location it desires

2.8.6.11 Bidder shall submit the O&M reports to GoUP on a periodic basis. The frequency of submission of these reports shall be decided by the GoUP. The progress report shall include the following:

- a. Tasks completed/Results achieved during the period (fortnight)
- b. Tasks/Results to be completed in the subsequent period
- c. Cumulative deviations to date from schedule of maintenance, Corrective actions to be taken to return to the planned schedule of maintenance; Revision to planned schedule provided.
- d. Other issues and outstanding problems, and actions to be taken from each stakeholder

Illustrative list of reports to be submitted by Bidder during the execution of project:

Name of Report	Frequency of reporting
a. PRV Fabrication design report	Once
b. PRV Pilot vehicle delivery report	As per the vehicle delivery schedule
c. PRV received report	As per the vehicle delivery schedule
d. PRVs Handover report	As per the vehicle delivery schedule
e. PRV acceptance report	As per the vehicle delivery schedule
f. PRV maintenance reports	As per the scheduled maintenance plan submitted by the Bidder
g. PRV inspection reports	As per the regular vehicle inspection plan submitted by the Bidder
h. PRV fuel reports	Monthly
i. PRV personnel reports	Monthly
j. PRV personnel salary reports	Monthly
k. PRV accidental repair reports	As required
l. PRV code violation reports	Monthly
m. PRV personnel training reports	Every six months

The Bidder shall, whenever required by the GoUP or GoUP Representative, also provide in writing a general description of the arrangements and methods which the Bidder proposes to adopt for the completion of various activities. The GoUP shall have full power and authority during progress of work to issue such instructions; as may be necessary for the proper and adequate execution of the contract and rectifying any defects therein. The Bidder shall be bound by the same.

2.9 Quality Assurance Plan and PRV acceptance criteria

2.9.1 Quality Assurance Plan

- 2.9.1.1 The Bidder shall formulate a Quality Assurance Plan (QAP) to ensure quality product. QAP shall cover quality assurance procedures to be followed during all stages of design, planning, procurement, fabrication, testing, commissioning and maintenance. QAP shall be submitted by the Bidder to GoUP within two weeks of signing of Contract. The GoUP shall approve the QAP and only after GoUP approval, the Bidder shall commence the fabrication of the delivered vehicles.
- 2.9.1.2 The bidder shall use materials that conform to the relevant India/International standards and shall get the same pre-tested before use to ensure the quality of the material. These standards must be internationally accepted

2.9.2 PRV Acceptance

- 2.9.2.1 After completing the fabrication of phase-wise delivered PRVs, the Bidder shall be responsible for handing over the fabricated PRVs to the Zonal Police representative who shall perform detailed Quality Checks on the readiness of the vehicle and issue an acceptance certificate. The Quality Checks shall include the following (but not limited to):
- Quality of fabrication (Type of material used, enclosures, casings)
 - Adherence of installed In-Vehicle Components with the Technical Specifications as outlined by the GoUP in Section 5B of this document
 - Structural integrity of the PRV after fabrication
 - Integration test to verify if all the components are working in tandem
 - PRV branding on each vehicle as per the design approved by the GoUP

3 Payment Milestones

Each bidder shall be assigned a lot of vehicles to be fabricated. This lot of vehicles shall be handed over to the Bidder in phases as per the work plan and timelines agreed with the GoUP. Given below are the cost parameters for each bidder:

1. Capex (towards procurement of In-Vehicle components and fabricating the allotted lot of PRVs) – V1
2. Opex (Fixed-Only personnel costs) – V2
3. Opex (Fixed costs excluding the personnel costs) –V3

S.No.	Deliverable	Payment %	Timeline	Supporting Documents
I.	Initial payments			
1	Supply/Handover the fully fabricated PRV's to the GoUP (as allocated) with all the pre-requisites as per the Project Plan and scope agreed with the GoUP	50% of V1	T+45 days	<p>T – Date when the allotted vehicle lot is handed over to the Bidder</p> <p>Sign off will be made by the GoUP representative as per the procedure given in Clause 2.2 of this section</p> <p>**Payment shall be made on the basis of actual number of completely fabricated vehicles supplied and the signed Acceptance Report</p>
2	Commissioning/Flag-Off of PRV's at the designated locations (locations to be decided later)	25% of V1	T'+30 days	<p>T' – Date when the allotted lot of vehicles is flagged-off</p> <p>Bidder needs to Hire, Train and deploy the Drivers before the vehicles are commissioned. Sign off will be made by the officer authorized by competent authority</p> <p>**Payment shall be made on the basis of actual vehicles commissioned at the designated locations (locations to be decided later)</p>
II.	Payments during the Operational phase			
3.a	At the start of O and M phase	10% of V1	T'+3 months	T' – Date on which commissioning/flag-off of vehicles happen
3.b	After Six months of successful operations	15% of V1	T'+6 months	
3.c	Operational Phase payments – Fixed Operating Costs (Personnel Salary costs)	Monthly payments of V2	O and M phase for five years	Fixed operating costs towards payment of salaries etc. for the personnel employed by the Bidder (as mentioned in resource requirements in

S.No.	Deliverable	Payment %	Timeline	Supporting Documents
				Section 5) ** Payments to be made only for the actual number of vehicle operational on the road
3.d	Operational Phase payments – Fixed Operating Costs (Repair, Maintenance and other miscellaneous costs)	Equated Quarterly Payments of V3		Fixed Operating expenditure (Tables D1, D2, D3 in Section-4 of this RFP) to be paid on quarterly basis ** Payments to be made only for the actual number of vehicle operational on the road

SECTION 5A
IN-VEHICLE COMPONENTS
TECHNICAL REQUIREMENT SPECIFICATIONS

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1. **LED LIGHT BAR (4W) AND PA SYSTEM (2W and 4W)**

Minimum Technical Specifications : LED Light Bar (4W) and PA System (2W and 4W)		
Led Bar Light		
S.No.	Item	Requirement Description
BL.REQ.001	Length	42" for Selected 4W-PRV
BL.REQ.002		Keeping in view standard of vehicle
BL.REQ.003	Width	Atleast 275-300 mm
BL.REQ.004	Height	Atleast 125-150 mm
BL.REQ.005	Input Voltage	12 V Battery of vehicle already fitted in the PRV
BL.REQ.006	Illuminating System	Revolving Light on both front side Blinking light on both front side Flash light on both left/right side.
BL.REQ.007	Light Source	Diode LEDs
BL.REQ.008	Chassis	Extruded aluminum base
BL.REQ.009	Domes	Polycarbonate un-breakable oval shape
BL.REQ.010	Colour	Blue on both side
BL.REQ.011	Mounting	Both side clamps for body hugging fitment on the vehicle roof.
BL.REQ.012	Weight	Light Weight (not more than 10 Kgs)
BL.REQ.013	Base	Sheet Metal MS mm (special Non Rusting GRADE)
BL.REQ.014	Mounting	Special Clamps for body Hugging Fitment on the Vehicle Roof
BL.REQ.015	Shape	Sleek Aerodynamic, Hexagonal Design with rounded edges for minimum wind Drag.
PA System		
MICROPHONE		

Minimum Technical Specifications : LED Light Bar (4W) and PA System (2W and 4W)		
PA.REQ.001	General requirements	Material ABS Moulded Feature Single Mic Cartridge Impedance 130-155 Ohms. Flexible Coil Cord
4W and 2W PA Amplifier		
PA.REQ.001	Power Source	12V Car Battery
PA.REQ.002	Power Output	50 Watts (Max)
PA.REQ.003	Input Sensitivity	2 Mics
PA.REQ.004	Aux Input	1 Aux
PA.REQ.005	Speaker Output	4 or 8 or 16 ohms
PA.REQ.006	Accessories	Mounting accessories to be supplied with the unit
4W and 2W Siren/Speaker		
PA.REQ.007	General Requirements	Should run on Vehicle's battery and have a number of sound options depending on the urgency of emergency situation being handled by the PRV. The total weight of Siren should be within 1 Kg and loudness factor should be from 100 - 300 dB. Should be easy to install
PA.REQ.008	General Requirements	Siren must be customisable with different types of sounds. It must indicate different states of vehicle, like, Patrolling, Busy, Free, etc. Installation would be post approval received from GoUP

2. 4W FIRST AID KIT

Minimum requirements : 4W-First Aid Kit		
S.No.	Item	Qty. Required
FAK.REQ.001	Adhesive Plastic plaster 19x72 mm	14
FAK.REQ.002	Adhesive Plastic plaster 19x72 mm	6
FAK.REQ.003	Textile Plaster 6cmx 1cm	1
FAK.REQ.004	Guage Pad 5cm x 5cm	5
FAK.REQ.005	Wound Cleansing Wipes	10
FAK.REQ.006	Elastic Bandage 5cmx 4m	1
FAK.REQ.007	Sterile First Aid Dressing- Medium	3
FAK.REQ.008	Sterile First Aid Dressing- Large	2
FAK.REQ.009	Wound Cleansing Wipes	10
FAK.REQ.010	Sterile Oval Eye Pad 6cmx 8cm	1
FAK.REQ.011	Eye Wash 10ml	2
FAK.REQ.012	Eye Cup Blue	1
FAK.REQ.013	Elastic Guage Bandage 5cmx 2m	1
FAK.REQ.014	Adhesive Tape 1.25 cm x 300 xm	1
FAK.REQ.015	Vinyl Gloves large Pair	3
FAK.REQ.016	Safety pins	6
FAK.REQ.017	Plastic Tweezer	1
FAK.REQ.018	Cetrimide Cream 10gm	1
FAK.REQ.019	Scissor 4.5'	1
FAK.REQ.020	CRP Mask	1
FAK.REQ.021	Burn Gel	3
FAK.REQ.022	Savalon/Deetol 50ml	1
FAK.REQ.023	Instruction Booklet	1
FAK.REQ.024	N/W Triangular bandage 96 x 96x136	2
FAK.REQ.025	Rescue Sheet 140cm x 204 cm	1
FAK.REQ.026	Instant Cold Compress	1
FAK.REQ.027	Wooden Splint 1.5" x 9.5"	1
Medication		
FAK.REQ.028	Epinephrine 1:1000	1
FAK.REQ.029	Antihistamine – injectable	1
FAK.REQ.030	Dextrose 50% (or equivalent) – injectable: 50ml	1
FAK.REQ.031	Nitroglycerin tablets, or spray	1
FAK.REQ.032	Major analgesic	
FAK.REQ.033	Sedative anticonvulsant – injectable	1
FAK.REQ.034	Antiemetic – injectable	1

Minimum requirements : 4W-First Aid Kit		
FAK.REQ.035	Adrenocortical steroid – injectable	1
FAK.REQ.036	Diuretic – injectable	1
FAK.REQ.037	Sodium chloride 0.9% (minimum 250 ml)	1
FAK.REQ.038	Acetyl salicylic acid (aspirin) for oral use	1
FAK.REQ.039	Oral beta blocker	1

3. 4W FIRE EXTINGUISHER

Minimum Technical Specifications : 4W - Fire Extinguisher		
S.No	Item	Requirement Description
1	Type	Powder or Foam based effective against Class A, B and C fires as well as Electrical Fires
2	Cylinder length	>100 mm (should be able to fit near the Front WindScreen of PRV or below the Driver's seat
3	Operating Temp.range	0-60 degrees celcius
4	Capacity (In Kg.)	> 500 ml
5	Other General features	Should have easy snap safety seal that can be broken in seconds Should be simple to handle with simple discharge mechanism that allows us to control the discharge and optimise the use of extinguishing agent

4. 4W - STORAGE DECK

Minimum Technical Specifications : 4W - Storage Deck		
S.No	Item	Specifications
1	General requirements	<ul style="list-style-type: none"> • It should be made of good quality GI/MS sheets of atleast 22 guage • It should be spray painted in black shining finish outside and inside • It should have handles on the either sides for lifting purpose and another handle provide in the front middle for carrying purpose. These handles must be strongly riveted to the box and in appropriated size for easy carrying • The kit box should be provided with locking facility • It should be provided with necessary strip of GUMS in appropriate width beneath the lid and riveted properly for added strength • The kit box should be neatly finished and painted and logo of the Dept. screen printed in white colour

5. 4W DASH CAMERA

Minimum Technical Specifications : 4W- Dash Camera		
S.No	Item	Specifications
DC.REQ.002	Maximum resolution	1080P FULL HD Video Recording with a bit rate of 11-15 Mbps
DC.REQ.003	USB compatibility	Should be compatible with USB storage devices
DC.REQ.004	SD Card compatibility	Should be compatible with MicroSD card upto 128 GB
DC.REQ.005	Operating Temperature	0 degrees to 60 degrees celcius
DC.REQ.006	Power supply	12 V Car Battery Supply
DC.REQ.007	Support	The system should not be an end of life / end of service product.
DC.REQ.008	Image Settings	Compression, Colour, brightness, sharpness, contrast, white balance, exposure control, backlight compensation, rotation
DC.REQ.009	Casing and other accessories	Tamper Resistant casing for indoor environment with Mount/Holder, Long Cable, Mount Clips etc. Camera should start automatically when the car starts and should be able to record in loops

6. 4W Anti-Riot Equipment

Minimum Technical Specifications : 4W- Anti-Riot Equipments		
1.Poly Carbonate Shield- Three(3)		
S.No	Item	Specifications
1	Material	Poly Carbonate mixed with ABS to increase toughness of the Shield with 4mm+/- 0.5mm thickness
2	Type	<p>Very lightweight, made of tough durable material and to provide total body protection against stonechips, projectiles and ordinary chemicals</p> <p>The shield should have nylon shoulder belt with good quality shoulder strap of about 150 cm long and 3 cm width.</p> <ul style="list-style-type: none"> • Shield should have strong durable handle with centre soft rubber padding of width 25 cm and adjustable Velcro belt. • "POLICE" should be written in fluorescent Red Colour ink around the middle portion on the Polycarbonate shield with standard dimensions. • The shield should provide excellent protection against stone pelting and petrol bombs etc. • The material should be scratch proof
3	Shape	Rectangular
	Length	Atleast 1000 (± 20) mm.
4	Breadth	Atleast 500 (± 10) mm.
	Breadth (Concave)	Atleast 500 (should be ± 20) mm.
5	Thickness	Atleast 3 mm
	Weight	Maximum of 3 Kgs (light weight will be preferred)
6	Quantity	4 Polycarbonate Body shields per 4W PRV
2. Holders for caps, lathis, etc.		
S.No	Item	Specifications

Minimum Technical Specifications : 4W- Anti-Riot Equipments		
1	Material	<ul style="list-style-type: none"> •Constructed from MDO plywood •Durable ABS Exterior finished for easy cleaning •Trimmed with Black PVC Bumper Strips • Fast and Easy installation
3. Poly Carbonate Lathi (2 in nos.)		
S.No	Item	Specifications
1	Material	<p>It should be unbreakable – should withstand when hit on a firm object/surface</p> <p>It should have Core Material of Fiber reinforced polycarbonate</p> <p>It should have Outer Material of Rubber</p> <p>It should be Light weight – Less than 400 Grams</p> <p>It should be an effective deterrent.</p> <p>It should not cause severe injuries/fractures</p> <p>It should have long shelf life.</p> <p>Both ends should be covered by rubber end caps fixed firmly</p> <p>It should have Thong hole with thong (Nylon fine quality cotton or synthetic)</p> <p>The material should be maximum scratch proof and darkish in colour</p> <p>It should have Suitable Hand grip</p> <p>Should not have any sharp/rough surface which may cause injury.</p> <p>It should have three year warranty</p>
2	Dimension	<p>Length - 1 m (± 2mm)</p> <p>Diameter - 25mm (± 3 mm)</p> <p>Wall thickness - 4mm (± 0.1mm)</p>
4. Three Standard Riot Helmets – Design needs to be approved by purchaser before finalizing		

7. 4W Crime Scene Protection Kit

Minimum Technical Specifications : 4W - Crime Scene Protection KIT		
S.No.	Item	No. of units in a Kit
CSP.REQ.001	Crime Scene Barrier Post with Stand Metal; Folding Type	5
CSP.REQ.002	Crime Scene Barrier Tape Customized; 200 Mtr	10
CSP.REQ.003	Body Sheet / Bag Plastic	5
CSP.REQ.004	Multi Function Tool / Swiss Knife 21 Functions	1
CSP.REQ.005	Crime Scene Flasher Red; Plastic; LED	4
CSP.REQ.006	Set of Evidence Marking Flags 12" Tall; Paper; Pack of 50	1
CSP.REQ.007	Scissor Big; Plastic Handle with Metal Body	1
CSP.REQ.008	Disposable Hand gloves	1
CSP.REQ.009	Chalk box for marking spots	1

8. 4W and 2W Mobile Charging points

Minimum Technical Specifications : Mobile Charging Points		
S.No	Item	Requirement Description
MCP.REQ.001	Power Feature	LED Indicator
MCP.REQ.002	Power Output -12 V	12V
MCP.REQ.003	Cable Length	min 0.5 m Cable
MCP.REQ.004	Input Connector	Cigarette Lighter
MCP.REQ.005	Pins	Multi-pin (min 3)
MCP.REQ.006	Other features	Should support USB charging and should be able to charge atleast 3 devices in parallel

9. 4W - Water Container

Min. Technical Specifications : 4W-Water Container with Holder		
S.No.	Item	Requirement Description
WC.REQ.001	Material	Stainless steel and plastic
WC.REQ.002	Capacity	Atleast 20L
WC.REQ.003	Jug	Stainless steel and plastic water jug

10. 4W Windshield Protector

4W-Windshield Protector		
S.No.	Item	Requirement Description
WP.REQ.001	Material/make	Made from galvanised mesh, alloy framing and galvanised steel end clips that attach to the vehicle. Typically fitted with self tapping screws to side pillar of vehicle.
WP.REQ.002	Mounting	Simple bolt / screw on solution to protect Windshield/ Moveable

11. 4W Mobile Phone

Min. Technical Specifications : Mobile Handsets		
GENERAL FEATURES		
MOB.REQ.001	Form	Bar
MOB.REQ.002	SIM Size	Micro SIM/Normal SIM
MOB.REQ.003	SIM Type	Dual Sim preferred, GSM + GSM,
MOB.REQ.004	Touch Screen	Yes, Capacitive
MOB.REQ.005	Call Features	Loudspeaker
PLATFORM		
MOB.REQ.006	Operating Freq	GSM - 850, 900, 1800, 1900; UMTS - 2100
MOB.REQ.007	OS	Latest OS helps keep the phone updated and gives access to latest developments in technology
MOB.REQ.008	Processor	Min 1.2 GHz , Dual Core
DISPLAY		
MOB.REQ.009	Size	Min 4 Inch
MOB.REQ.010	Clarity of images, video, wide viewing angles	LCD display
MOB.REQ.011	Resolution	min960 x 540 Pixels
CAMERA		
MOB.REQ.013	Rear Camera	Min 3 MP
MOB.REQ.014	Front Facing Camera	Preferred
MOB.REQ.015	Flash	Preferred
MOB.REQ.016	Video Recording	Preferred
BATTERY		
MOB.REQ.017	Type	Li-Ion, Min 1700 mAh
MEMORY AND STORAGE		
MOB.REQ.018	Internal	Min 2 GB
MOB.REQ.019	User Memory	Min 2 GB
MOB.REQ.020	Expandable Memory	microSD, upto 32 GB
MOB.REQ.021	Memory	Min1 GB RAM
INTERNET and CONNECTIVITY		
MOB.REQ.022	Connectivity	Portable connectivity options, for social networking, voice calling, emailing
MOB.REQ.023	Internet Features	Email
MOB.REQ.024	3G	Preferred
MOB.REQ.025	Wifi	802.11 b/g/n
MOB.REQ.026	USB Connectivity	micro USB, v2
MOB.REQ.027	Tethering	USB, Wi-fi Hotspot

Min. Technical Specifications : Mobile Handsets		
MOB.REQ.028	Navigation Technology	GPS, GLONASS, BeiDou, with Google Maps
MOB.REQ.029	Bluetooth	v4
MOB.REQ.030	Audio Jack	Min 3.5 mm
Brands	Micromax, Lava, Samsung, HTC, Motorola, Spice etc.	

12. 4W Small Stretcher

4W-Mini Stretcher		
S.No.	Item	Requirement Description
SS.REQ.001	General requirements	Foldable with expandable Length- 6 ft and Width 3 ft with handles on both sides to carry
SS.REQ.002		Stainless Steel made with bed and sheet of soft foam
SS.REQ.003		The stretcher shall be easily foldable at three joints to as a backpack.
SS.REQ.004		The weight of stretcher shall not exceed 7 kg.
SS.REQ.005		The stretcher shall be patient/user friendly and durable.
SS.REQ.006		The stretcher shall not cause frost bite or burn.
SS.REQ.007		All joints shall be with Auto Locking System.
SS.REQ.008		It shall be easily washable and cleaned.
SS.REQ.009		The stretcher shall withstand uniformly distributed static load 250 Kg. And uniformly distributed Dynamic load 130 Kg. with jerks.
SS.REQ.010		Joint portion should be strengthened and support rods at the centre on either side of the hinge.
SS.REQ.011		Central hinge portion should be provided with rigid hinges with durable quality.
SS.REQ.012		The handles should have proper grip to avoid slip during handling.

13. 2W – LED Lights

Low battery consuming high-intensity LED lights for 2W		
S.No.	Item	Requirement Description
LED.REQ.001	Operating Voltage	12V from Bike battery supply
LED.REQ.002	Weather resistance	Should be Durable and water Proof For Any Weather Usage
LED.REQ.003	Other Features	Should be easy to install at the Bike Front or Rear and should be operable through Brake Pads or separate switches Should be Low heat, Low energy consumption LEDs

14. 2W – Torch

Minimum Technical Specifications : 2W-Torch		
Flameproof LED Safety torch (Flash Light)		
S.No.	Item	Requirement Description
TOR.REQ.001	Flash Light	The Flash Light shall be light weight for noiseless operation with very bright lighting for close and distant use during maintenance / signaling / Inspection and Surveillance applications.
TOR.REQ.002	Body	Safety torch shall be straight head type. The body of the torch shall be anti-static, water-proof, ignition protected. The torch should be made from flame retardant material.
TOR.REQ.003	Power source	2/3 dry cells (non spillable type) batteries (non-rechargeable type), as per safety certificate / approval. Batteries, 2/3 nos. for each torch shall be supplied along with materials.
TOR.REQ.004	Light Source	LEDs
TOR.REQ.005	Light Type	Clean white light with no dark patches.
TOR.REQ.006	Environment	The safety torch must be operable in all weather conditions including rain

15. 2W – Mini Crime Scene Protection Kit

Mini Crime scene Protection Kit		
S.No	Item	Qty
1	Crime Scene Protection Barrier Post (Set of 4)	1
2	Crime Scene Barrier Tape -500 Meters	1
3	Light Baton	1
4	Flasher	4
5	Set Of Photo Evidence Number (0 to 9 and A to Z)	1
6	Set of Evidence Markers	1
7	Set of Photo Direction Indicators	1
8	Set Of Evidence Marking Flags	1
9	Set of Evidence Marking Flags	1
10	Chalk box for marking spots	1
11	12" screw driver	1
12	Hacksaw with 12" carbide wire blade	1
13	High tensile strength ropes (50' length)	1
14	Vise grip pliers	1

16. 2W – Utility Box

2W Utility Box (to accommodate documents while patrolling)		
S.No	Item	Specification
1	Body	• Tough composite material body
		• Contoured styling that matches all bikes
		• Safe locking system
		• Front Lock
		• Superior paint finish to withstand all weather condition
2	Box Size	Atleast 30 L
3	Box Weight	Not more than 8 Kg

17. 2W – Helmet Comm with PTT

Special Helmet with an in-built hands free micro-phone to use the PTT-PA system		
S.No	Item	Description
Helmet Unit		
1	Size	Must fit within the Helmet of Rider
2	Microphone	Electret, voice sensitive
3	Coiled Cable	Flame retardant
4	Connector	4 pole quick release plug
Push-to-talk unit		
1	Weight	Max 150 gm (excluding clip)
2	Supply Voltage	As per the battery supply installed in 2W PRV
3	Coiled Cable	PUR, flame retardant
4	Other Features	<ul style="list-style-type: none"> • Have Custom user-fitted ear speaker to bring all incoming communication directly to the user's ear. • Easy to snap onto the ratchet suspension of fire helmets or industrial-style helmets. The unit should be able to be easily transferred to other users, and no tools are required for removal. • Can be used over the top of facepiece head harnesses, hoods and liners without losing the quality of the transmission. • The bone-conduction microphone should be made of soft material, which makes it comfortable to wear, with no pressure points. • The helmet microphone should be able to be reversed on the helmet suspension to position the ear speaker on either ear. • The helmet mic system, when used with the lapel mic or PTT, Should be powered by the battery from the radio. No need to replace or re-charge dry cells. • Special connectors suitable for most common radios are available for the lapel microphone and PTT, which allows users to adapt the system to their existing radios. • The helmet mic should incorporate a cable keeper which allows for storage of the cable when it's not connected to mic or PTT.
PA Amplifier		
PA.REQ.001	Power Source	12V Bike Battery
PA.REQ.002	Power Output	50 Watts (Max)
PA.REQ.003	Input Sensitivity	2 Mics
PA.REQ.004	Aux Input	1 Aux
PA.REQ.005	Speaker Output	4 or 8 or 16 ohms
PA.REQ.006	Accessories	Mounting accessories to be supplied with the unit

Special Helmet with an in-built hands free micro-phone to use the PTT-PA system		
S.No	Item	Description
Siren/Speaker		
PA.REQ.007	General Requirements	Should run on Vehicle's battery and have a number of sound options depending on the urgency of emergency situation being handled by the PRV. The total weight of Siren should be within 1 Kg and loudness factor should be from 100 - 300 dB. Should be easy to install

18. 2W – Helmet

Helmet		
S.No	Item	Description
1	Weight	Not more than 2 KG
2	Product Dimensions/Size	Standard
3	Type	Full Face Flip Up
4	Visor/	Yes (Polycarbonate Visor) Must be Scratch Free
5	Inner Material	EPS Padding
6	Outer Material	Polyurethane, Thermoplastic
7	Colour	As finalized by the GoUP
8	Other Features	Quick Release Chinstrap Mechanism for Ease of Operation and Safety, Air vents at the front for Increased Air Flow

19. 2W – Water Bottle

2W - Water Bottle		
S.No	Item	Specification
1	Material	Stainless steel
2	Capacity	Min 1 L
3	Jug	Stainless steel and plastic water jug
4	Flask	Vacuum insulated

SECTION 5B
FUNCTIONAL REQUIREMENT SPECIFICATIONS

PRV Management Application- Functional Requirement Specifications						
Sr. No.	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes Or No)	Standard Or Customized Or Bespoke	Provide Name of COTS product Or component if relevant	Bidder's Comments
PRV.REQ.001	General requirement	PRV management application should be able to facilitate supervision, monitoring and effective management of 4W and 2W PRVs				
PRV.REQ.002	Technology	The application should be able to be installed on MDT and also should work seamlessly on the Desktops using a web link (for usage at ITECCS by GoUP or its representative and also by the District PRV Manager from its premises)				
PRV.REQ.003	MIS Generation Capabilities	<p>System should be able to generate all kinds of reports necessary for efficient management of PRVs and should include (but not limited to):</p> <ol style="list-style-type: none"> PRV Fabrication design report PRV Pilot vehicle delivery report PRV received report PRVs Handover report PRV acceptance report PRV maintenance reports PRV inspection reports PRV fuel reports PRV personnel reports PRV personnel salary reports PRV accidental repair reports PRV code violation reports PRV personnel training reports <p>System should allow the generation of these reports by Bidder or GoUP or their authorized representatives in the minimum possible time</p>				

PRV Management Application- Functional Requirement Specifications						
Sr. No.	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes Or No)	Standard Or Customized Or Bespoke	Provide Name of COTS product Or component if relevant	Bidder's Comments
PRV.REQ.004	Online Odometer Logbook	<p>The application shall have a provision of logging the odometer readings at the time of PRV handover-takeover so as to capture the details of patrol mileage by the outgoing PRV personnel. These readings as captured by the application shall be reported to the central system and shall act as an authentic source of validation.</p> <p>The system should be able to integrate with the AVLS and also the GPS in MDT with Odometer for automatic update of the Kilometers travelled</p>				
PRV.REQ.005	Validation of odometer readings	System will enable other sources of validation of the odometer readings submitted by the PRV personnel through the in-built GPS in MDT that tracks the distance run by the PRV on its assigned Patrol route every day as part of the central solution that tracks each of the 4800 PRVs across the state				

PRV Management Application- Functional Requirement Specifications						
Sr. No.	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes Or No)	Standard Or Customized Or Bespoke	Provide Name of COTS product Or component if relevant	Bidder's Comments
PRV.REQ.006	Operational records maintenance	<p>System will facilitate maintenance of proper records of operations including (but not limited to):</p> <ol style="list-style-type: none"> 1. PRV personnel logs (For Drivers, District PRV Managers including their personal details, attendance through the biometric module, leaves etc.) 2. PRV Maintenance Service Book 3. Repair or Maintenance History for each PRV 4. Breakdown or Maintenance or Out of Service schedule 5. Maintenance files for 2W and 4W PRVs (with maintenance status etc.) 6. Inventory of consumables required for uninterrupted PRV operations 7. PRV periodic inspection reports 8. Fuel records, Fuel Card-Driver Id Card transaction summary reports 9. Vehicle maintenance records 				
PRV.REQ.007	PRV Response Time recording and reporting	<p>System shall also be able to provide PRV Response time records to UP POLICE 100 through the application online. The data should be suitable for Statistical Analysis for all PRV responses. These records should include the following data elements: PRV-identifier, Time-PRV enroute, Time-PRV clear and Time-PRV-available for the next call.</p>				

PRV Management Application- Functional Requirement Specifications						
Sr. No.	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes Or No)	Standard Or Customized Or Bespoke	Provide Name of COTS product Or component if relevant	Bidder's Comments
PRV.REQ.008	Code Violations	System should record violations of dress code, moral behaviour, or any violations as per ITECCS policy in terms of number of complaints and the penalties shall be applied if the number of complaints exceed the threshold limit				
PRV.REQ.009	PRV Periodic Inspection Report	The application should have provision to monitor and enlist periodic Inspections (at least one every Calendar Month) to determine the PRV condition including compliance or otherwise with the maintenance manual, the maintenance programme, specifications (through MDTs) and standards and the maintenance required and shall submit online reports of such Inspections to the Department through the MDT application.				
PRV.REQ.010	Manual	The application will store PRV manual, general PRV handling guides etc. in electronic format				
PRV.REQ.011	Maintenance of other Police records	System should be able to maintain all the other relevant Police records in Electronic format and should be readily available for Department's use at any point of time				
PRV.REQ.012	Authorized Service Centres	System should be updated with the List of Authorized Service Centres and should allow the update of this list by the user whenever required				

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