Sub: Request for Proposal for Selection of System Integrator (SI) for NDMC Smarty City Project "Design, Development, built, Implementation, Operation and Maintenance of Command and Control Centre & Data Center, ERP Solution and integration with various Smart City/NDMC Applications".

The following existing clauses have been modified as under:

S. No.	Clause No./ Page No.	Existing Clause	Modified Clause
1.	9.3.6/ 117	Total liquidated damages to be levied on the SI shall be capped at 10% of the total contract value. However, NDMC would have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value. Liquidated damages to be levied during Post Implementation period shall be capped at 25% of the OPEX value. NDMC would also have right to invoke termination of contract in case cumulative debit point (breach points) are above twenty five in two consecutive quarters.	Last para of Clause 9.3.6 (Measurement of SLA) will be read as: "Total liquidated damages to be levied on the SI shall be capped at 10% of the total contract value. However, NDMC would have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value. Liquidated damages to be levied during Post Implementation period shall be capped at 25% of the yearly OPEX value in a year. NDMC would also have right to invoke termination of contract in case liquidated damages exceeds twenty five percent (25%) of OPEX of that quarter in two consecutive quarters."
2.	**Termination clauses 9.2/114**	Delay beyond 7 calendar days = 0.2% of project cost excluding O&M cost of the Delay beyond 8-15 calendar days = 0.5% of the project cost excluding O&M cost. Delay beyond 15 days may lead to Termination of the Contract at the discretion of the NDMC. However, every such delay of 15 days, after first 15 days, a penalty of 1% of the project cost excluding O&M cost. Will be imposed upon the SI.	Fourth column under clause 9.2 implementation phase related performance laves will be read as "Delay beyond 7 calendar days = 0.2% of project cost excluding O&M cost of the Delay beyond 8-15 calendar days = 0.5% of the project cost excluding O&M cost. However, every such delay of 15 days, after first 15 days, a penalty of 1% of the project cost excluding O&M cost. Will be imposed upon the SI."

3.	**9.3/115**	9.3.2 Penalty levied for non-performance as per SLA requirements shall be deducted from the payment due to the SI. If the penalties amount exceeds 25% of the OPEX cost in a year then NDMC will have the right to terminate the agreement.	Clause 9.3.2 of RFP will be read as: "Penalty levied for non-performance as per SLA requirements shall be deducted from the payment due to the SI. If the penalties amount exceeds 25% of the yearly OPEX cost in a year then NDMC will have the right to terminate the agreement. "
4.	**S. No. 1 (iv) of table under clause 5.2.3/69**	The lead member of the consortium will be fully responsible solely for this project, including - The delivery of products & services. - Successful completion of this entire project. - Meeting the SLAs; In addition to this, all other members of the consortium will also be equally responsible and jointly & severally liable under this RFP to the extent of their share in the consortium including - The delivery of products & services. Jointly & severally liable under this RFP to the extent of their share in the consortium, including - The delivery of products & services. - Successful completion of this entire project. - Meeting the SLAs;.	The lead member of the consortium will be 100% responsible solely for this project, including execution and O&M as per RFP provisions. (i) The delivery of products & services. (ii) Successful completion of this entire project. (iii) Meeting the SLAs; and to fulfil all the terms & conditions of the RFP. In addition to above, all other members of the consortium will also be solely and individually responsible & liable under this RFP to the extent of their respective scope of work, including - The delivery of products & services as per their respective Scope of Work - Successful completion of this Project as per their Scope of Work. - Meeting the SLAs as per their Scope of Work;.

Modified Payment Terms (Clause No. 6.8.1, page no. 100 of Volume-1 of RFP)

S. No.	Milestone	Payment
P1	On Completion of Civil, Electrical, Air-conditioning, Fire Control, Access Control work of ICCC and DC and Video wall.	100% of the value of this component.
P2	Upon delivery & inspection of Non - IT, IT - H/w, and Cot's/standard Software.	30% of the Value of Non - IT, IT - H/w, and Software of the items delivered.
P3	Upon installation of Non - IT, IT - H/w, and Software.	20% of the Value of Non - IT, IT - H/w, and Software of the items delivered.
P4	On Submission of Bank Guarantee (BG) equivalent to 50% of Value of Non - IT, IT - H/w, and Software of the items delivered. This BG will be released on successful GO-LIVE of the project.	50 % of the Value of Non - IT, IT - H/w, and Software of the items delivered.
P5	Supply, installation, commissioning and integration with ICCC of RFID based Solid waste Management System.	Payment of RFID based Solid waste Management System.
P6	Implementation of ERP Solution.	Payment of ERP Solutions.
P7	Supply, installation, commissioning and integration with ICCC of all 500 Surveillance cameras.	Payment of Surveillance Cameras Solutions.
P8	Quarterly payments after Go-live of complete project for Operation & Maintenance period of five years.	Quarterly payment of O&M cost will be released at the end of each quarter on successful rendering of services and after deducting penalties, if any.

Note: NDMC will consider the ratio between the Capital Expenditure (CAPEX) and Operational Expenditure (OPEX) as 65:35 of the total bid price for releasing the payments from P1 to P7 and P8 and also for calculating the SLAs.

CAPEX will include value of: (a) Civil, Electrical, Air-conditioning work of ICCC and DC and Video wall; (b) Supply of Non IT Products, IT Products i.e. Hardware and Software etc.; (c) Implementation Services; (d) Project Management Services upto GO-LIVE**.**

OPEX will include value of the Operation and Maintenance of the CAPEX, updates of the software for 5 Years including Manpower cost after Go-Live.

Following modification has been done in the RFP Volume-2

1. **Column 3 of S. No. 3 of table under clause 7.2.5** Primary storage for DC will be read as "System to have minimum Two controllers with NSPoF Architecture (NO single point of failure architecture). System Data mover/controller should support 2x Intel Xeon (E5-2600 6- core CPU or higher)/Non-AMD based controllers. Storage should support non-disruptive online firmware upgrade for both Controllers and disk drives."

2. **Column 3 of S. No. 5 of table under clause 7.2.5** Primary storage for DC will be read as "Cache Memory: Each Intel controller should support atleast 128 GB RAM & in case of other ASIC architecture should support 192 GB of On-Node Cache in the node pair . If NAS controllers with separate controllers are provided then additional RAM cache to be provided.   The storage array must have complete cache protection mechanism either by de-staging data to disk/flash or protecting with NVRAM."

3. **S. No. of 2 of clause 9.11 of Volume-2** will be read as " None of the IT / Non-IT equipment's proposed by the Bidder should be End of Life product.
It is essential that the technical proposal is accompanied by the OEM certificate in the format given in Section 5.11 (Form 10) of Volume I of this Tender, where-in the OEM will certify that the product is not end of life within 1 year from the date of award of work & shall support for at least 5 years from the GO-LIVE date."

4. **Column 3 of S. No. 14 of table under clause 7.2.5** Primary storage for DC will be read as "Should provide de-duplication functionalities for the configured capacity. For video files this feature would not enabled/required."