



Request for Proposal for Design, Supply, Installation, Commissioning, Operations and Maintenance support for Digital Smart Kiosk Infrastructure solution at designated locations under “Smart City Mission” at Puducherry

Volume I: Instruction to Bidders



RFP for Digital Smart Kiosk in Puducherry

Tender No: 008/PSCDL/2019

July 2019

Puducherry Smart City Development Limited

Puducherry



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Abbreviations

Term	Definition
ABD	Area Based Development
ATM	Automatic Teller Machine
BIS	Bureau of Indian Standard
BG	Bank Guarantee
CCC	Command Control Center
CEO	Chief Executive Officer
Day	Calendar day
DD	Demand Draft
DPR	Detailed Project Report
EMD	Earnest Money Deposit
FDR	Fixed Deposit Receipt
FY	Financial Year
GoI	Government of India
GoP	Government of Puducherry
GST	Goods and Service Tax
INR	Indian Rupee
IT	Information Technology
JV	Joint Venture
LLP	Limited Liability Partnership
LOA	Letter of Acceptance
Ltd.	Limited
MoHUA	Ministry of Housing and Urban Affairs
O&M	Operation and Maintenance
PAN	Permanent Account Number
PMC	Project Management Consultant
PPP	Public Private Partnership
PSCDL	Puducherry Smart City Development Limited
PQ	Pre-Qualification
PWD	Public Works Department
QCBS	Quality and cost based selection



RFP	Request for Proposal
Sq.Km	Square Kilometre
ULB	Urban Local Body



Definitions

In this RFP, the following word(s) shall have the meaning(s) assigned to them herein below:

“**Arbitration tribunal**” means an organ composed of an odd number of persons known as arbitrators, who decide on the solution of a conflict in which the parties have expressly waived recourse to the ordinary civil courts.

“**Bid Process**” means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.

“**Bid**” means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including, technical proposal and financial proposal along with all other documents forming part and in support thereof.

“**Bidder**” means any firm, including a sole proprietor or a partnership firm or a company or a Joint Venture or a Consortium or a cooperative society, who submits a Bid along with Bid Security under this RFP within the stipulated time for submission of Bids.

“**Commencement Date**” means the date stipulated by PSCDL for commencement of the operations by the Concessionaire under the Concessionaire Agreement and shall not be earlier than 90 days from the date of signing of Concessionaire Agreement. The Concessionaire shall make available 100 per cent of the manpower by the commencement date in operational readiness along with supporting maintenance infrastructure.

“**Go-Live**” Go-Live shall occur in respect of the System,

When

- a) the Final Acceptance Tests, as specified in the agreed and finalized project plan have been successfully completed; or
- b) the Final Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within a period of fifteen (15) days from the date of installation or any other agreed-upon period; or
- c) the Purchaser has put the System into production or use for 60 consecutive days. If the System is put into production or use in this manner, the System Integrator shall notify the Purchaser and document such use.

“**Concessionaire Agreement**” means the Agreement including, without limitation, any and all Annexure thereto, which will be entered into between PSCDL and the Successful Bidder



“**Concessionaire Facilities**” means the facilities (software, hardware and infrastructure) and equipment produced or developed by the Concessionaire that are required for the due implementation of this Contract.

“**Concessionaire**” means the successful bidder selected under this RFP with whom PSCDL has entered into a Concessionaire Agreement.

“**Consortium**” shall mean an association of two (2) entities / firms formed specifically for the purpose of bidding for this RFP.

“**Contract Period**” means the time when the Concessionaire Agreement is valid.

“**DBFOT**” means Concessionaire has to “Design, Build, Finance, Operate and Transfer of Assets” under the Digital Smart Kiosk Project.

“**Expiry Date**” shall mean the date on which the Agreement expires in the normal course with the efflux of time.

“**PSCDL Representative**” means any person duly authorized by Puducherry Smart City Development Limited for the purposes of this RFP.

“**Letter of Acceptance**” or “**LOA**” means the letter issued by PSCDL to the Successful Bidder to provide Digital Smart Kiosk Services in conformity with the terms and conditions set forth in the RFP.

“**Project Asset**” means hardware, software and infrastructure supplied by successful bidder at project facilities which includes 21 Digital Smart Kiosk locations, the Control Room, and any other facility created as part of the Digital Smart Kiosk Solution.

“**RFP**” and/or “**RFP Document**” means this Document.

“**Service Certificate**” means a document that accredits compliance by the Concessionaire with all requirements established in the contract to allow the Digital Smart Kiosk Solution to begin operations.

“**Successful Bidder**” shall mean the Bidder who got selected by the technical and financial evaluation criteria defined in this RFP and to whom a Letter of Award of contract is consequently issued by PSCDL.

“**Vandalism**” means destruction of or damage to a Project Asset, deliberately and for no good reason by the persons other than the employee or subcontractor of the Concessionaire and/or for no reasons attributable to omission of act or breach of obligation of the Concessionaire.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.



REQUEST FOR PROPOSAL (RFP)

Puducherry Smart City Development Limited (PSCDL) invites Bids from eligible System Implementation agencies for “Request for Proposal for Design, Supply, Installation, Commissioning, Operation and Maintenance support for Digital Smart Kiosk Infrastructure solution” at designated locations under “Smart City Mission” at Puducherry. Interested System Implementation agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study of the proposed location and detailed examination of this document with full understanding of its terms, conditions and implications.

Puducherry Smart City Development Limited (PSCDL) will be the Facilitator in the entire bidding process and will participate in all clarification to enquiries, pre-Bid meeting, response to bidders, evaluation process etc.

1 Notice Inviting Tender

Sl. No.	Particulars	Details
1	Tender Notice No:	008/PSCDL/2019
2	Name & Address of the Client	Name: Puducherry Smart City Development Limited (PSCDL) Address: The Chief Executive officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001 E-Mail ID: gmpplanpscld@gmail.com Telephone :- +91 413 22 24 431
3	Name of Work	Request for Proposal for Design, Supply, Installation, Commissioning, Operations and Maintenance support for Digital Smart Kiosk at designated locations under “Smart City Mission” at Puducherry City
4	Tender Type	Public Private Partnership (PPP) DBFOT Basis
5	Consortium	Applicable (Maximum of 2 Companies)
6	Bidding Type	Two Bid System
7	Bid Call (No's)	1



8	Downloading of tender Documents	The tender document for this work can be downloaded from website https://pudutenders.gov.in From 05/07/2019 to 02/08/2019 up to 15:00 Hrs
9	Pre-Bid Meeting & Time	18/07/2019 from 10.30 Hrs Bidder shall have to post their queries on E-mail address gmplanpscdl@gmail.com on or before 13/07/2019 up to 17.00 hrs. Venue of Pre-Bid Conference – PSCDL Office, No.2, Bussy Street Old Court Building, Puducherry 605 001.
10	Bidding Procedure	Two Bid System Cover (1) – Technical Bid (Online & Hard Copy) Cover (2) – Financial Bid (Online)
11	Online Submission (Last Date)	On or before date 02/07/2019 upto 15:00 Hr through online portal: https://pudutenders.gov.in Technical Bid Scanned copy of Bankers Cheque / Demand Draft as Tender fee. Scanned copy of FDR/Bankers Cheque /DD as EMD. Scanned copy of PAN card Certificate of Incorporation / Registration Certificate / Registered partnership deed. Scanned copies of GST Registration Certificate Scanned copies of Experience certificates showing successful completion of work (with certificate) Statutory Audit accounts statement for past 3 financial years (FY 2018-19, FY 2017-18, FY 2016-17). Financial statements from statutory auditor regarding net worth. Undertaking on Non-black listing Copy of valid ISO 9001:2000 or SEI CMMI Level 3 or above certificate or equivalent certificate Project compliance documentation as specified under Section A to D (Technical Evaluation Criteria)



		<p>In addition to the documents mentioned above, the documents required as per attached Forms & Annexure are also to be uploaded. Bidder shall submit their offer i.e. Technical bid as well as Financial Bid in Electronic format on stipulated website & date as mentioned in the tender document.</p> <p>Financial Bid On or before the date & time stated above through online portal. No offer (Financial Bid) in physical form will be accepted.</p>	
12	Physical submission of Tender Fee, Earnest Money Deposit (EMD) and all other documents in the Technical Bid. (Physical Submission only)	<p>Hard copy of Technical bid, Original document of Tender fees and EMD shall be submitted to CEO PSCDL, No.2, Bussy Street, Old Court Building, Puducherry 605 001</p> <p>Up to 02/08/2019 upto 15:00 Hr</p> <p>Any document in supporting to tender bid shall be submitted in electronic format only through online (by scanning etc.) and submission only in hard copy will not be accepted separately CEO PSCDL reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document.</p>	
13	Bid Details	Opening of Bid (Online) & PQ documents submitted electronically	If possible, on 02/08/2019 at 16:00 hrs.
		Opening of Price Bid (Online)	Will be intimated later on.
		Bid validity period	120 days from the date of submission of the bid.
		Project Duration	Installation period – 6 Months Operation and Maintenance Period – 10 Years
14	Payment Details	Tender Fee	Rs.10,000/-+ 18% GST In form of Account Payee Demand Draft payable in favour of Puducherry Smart City Development Limited, payable at Puducherry with bid submission



		EMD (Bid Security)	Rs 5,00,000/- (Five Lakhs only) by the way of Bankers Cheque / FDR / Demand Draft in favour of Puducherry Smart City Development Limited payable at Puducherry.
15	Address for Correspondence and Submission of Bid document	CEO, Puducherry Smart City Development Limited No.2, Bussy Street, Old Court Building Puducherry 605 001 gmpplanpscdl@gmail.com Phone: - +91 413 2224431	

1.1 Terms

- a. The complete bid document can be viewed / downloaded from official portal of <https://smartnet.niua.org/tenders>, <http://pondicherrysmartcity.in> and e-procurement portal of Govt. of Puducherry <https://pudutenders.gov.in>
- b. Bids shall remain valid for 120 days (One hundred Twenty days) from the date of submission of the tender.
- c. To obtain first-hand information on the assignment, Contractors are encouraged to attend the pre-Bid meeting. Attending the pre-Bid meeting is optional.
- d. Any Bid (Technically & Financial) not accompanied by Tender fees and Earnest Money as mentioned in the notice for RFP will be rejected and treated as non-responsive.
- e. Bid that are received after the deadline will not be considered in this procurement process. All documents that form a part of the proposal response submitted by Contractor, should be submitted at the venue mentioned in the above table.
- f. PSCDL will not be responsible for any delay in submission of online bid.
- g. PSCDL reserves all rights to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without assigning any reason thereof and incurring any liability to the participated firms or any obligation to inform the bidder or bidders participated on the grounds of employer's action thereof.



Address of Communication:

The Chief Executive Officer
Puducherry Smart City Development Limited,
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001
E-mail: gmplanpsc dl@gmail.com
Telephone: +91 413 22 24 431

For any Technical related queries about bidding online, please call 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. International Bidders are requested to prefix 91 as country code. Or email to: support-eproc@nic.in, support-eproc.pon@nic.in. The Contact details of the Local help desk - eProcurement Cell, 3rd Floor, A Block, Chief Secretariat, Puducherry, 0413-2220225 and 0413-2220262.

Sd/-
Chief Executive Officer
PSCDL, Puducherry 605 001



2 Disclaimer

This Request for Proposal (RFP) contains brief information about the Project and qualification process for the selection of System Integrator / Agency for the work of “Design, Supply, Installation, Commissioning, Operations and Maintenance support for Digital Smart Kiosk Infrastructure solution” at designated locations under “Smart City Mission” at Puducherry City on PPP mode. This RFP is not an agreement or an offer by the purchaser/authority to the Bidders or any other person. The purpose of the document is to provide the Bidders with information to assist the formulation of their RFP Proposal (“the Proposal”).

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders may conduct their own independent assessment, site visit, investigations and analysis and check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Puducherry Smart City Development Limited (PSCDL), Government of Puducherry or any of its employees or advisors / representatives shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

PSCDL reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum / corrigendum as the department may deem fit without assigning any reason thereof.

PSCDL reserves the right to accept or reject any or all applications without assigning any reasons thereof. PSCDL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the RFP Proposal to be submitted in terms of this Document.



3 Introduction

3.1 About the Puducherry Smart City Development Limited

- i. The Government of India has announced creation of 100 Smart cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizens. Puducherry is one of the shortlisted cities for the smart city initiative under Ministry of Urban Development, Government of India. Puducherry Smart City Development Limited (PSCDL) is a Govt. Company for implementing the Smart City mission at the city level. PSCDL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects.

As a part of the Smart City Plan, PSCDL would like to set-up Digital Smart Kiosks infrastructure across some of the prominent locations across Puducherry, for providing information as well municipal services to the visitors and citizens respectively. Puducherry Smart City Limited intends to invite Request for Proposal for setting up of Digital Smart Kiosk infrastructure solution.

PSCDL invites detailed proposals (herein after referred to as "Proposal") for setting up of Digital Smart Kiosk infrastructure solution at designated locations at Puducherry herein after referred to "Proposal". The Proposals would be evaluated on the basis of the evaluation criteria for determining financial bid of the technically qualified Bidders set out in this RFP document ("Evaluation Criteria") in order to identify the Successful Bidder. The Successful Bidder ("Concessionaire") would then have to enter into a Concession Agreement with PSCDL and perform the obligations as stipulated therein, in respect of Project.

- ii. The Concessionaire would be responsible for designing, financing, building, operating and maintaining of Digital Smart Kiosk infrastructure solution for a period as stipulated in the Concession Agreement subject to his fulfilling the requirements set out in this RFP document.
- iii. Terms used in this RFP document, which have not been defined herein, shall have the meaning as cribbed to them in the Concession Agreement



3.2 Executing Agency

The Executing Agency of this project is Puducherry Smart City Development Limited.

3.3 Type of Contract

The form of this contract is Public Private Partnership (PPP) mode

3.4 Concession Agreement

The successful bidder has to execute a Concession Agreement with PSCDL. Hence forth, the Concessionaire has to start an Escrow account and share the revenue of Digital Smart Kiosk infrastructure facility to PSCDL/Puducherry Municipality.

The Escrow Arrangement as a tripartite between the Concessionaire, Authority and the Escrow Agent (a Bank) to ensure that the project cash flows are routed through the Escrow Account only with supplementary escrow arrangements for payments and receipts to and from different sources.

The Concessionaire to share monthly MIS and quarterly financial statements including the Profit & Loss Statement, Cash flow statement and Balance sheet. The financial statement need to be certified by the Statutory Auditor.

4 Content of RFP Document

4.1 Volume-I

- a) Request for Proposal
- b) Instruction to Bidders
- c) Eligibility Criteria
- d) Evaluation of Bids
- e) Qualification Schedules

4.2 Volume-II

- a) Scope of Work and Technical Specifications Annexures 1 & 2

4.3 Volume-III

- a) General conditions of contract
- b) Special conditions of contract Part "A" & "B"



4.4 Volume-IV

- a) Financial Bid

5 Scope of Work

All works, proposed for execution under the contract, are specified in Volume-II of the RFP document under the headline “Scope of Work and Technical Specifications”.

5.1 Specification

The Bidder shall read the specification and study the scope of work carefully before bid submission. The detailed Functional and Technical Specifications are mentioned in RFP Vol 2.

5.2 Terms and Conditions

- i. The Bidder shall abide by all the terms and conditions as laid down in this RFP.
- ii. Bidders shall submit only unconditional RFPs. Conditional RFPs are liable to be rejected summarily. The RFP documents show already the specific terms and conditions on which bids are required by the PSCDL. Hence all proposals should be in strict conformity with the RFP documents and should be filled in, digitally signed. Incomplete proposals are liable to be rejected. The terms and conditions of the RFP document are firm; and are not altered unless otherwise warranted by PSCDL
- iii. If it is found that the proposals are not submitted in the manner prescribed, and Unreasonable rates or amounts, it would be open for Employer not to consider the proposal, forfeit the amount of Earnest Money and/or de-list the Bidder
- iv. The bidder shall quote for concession period of 10 years.

5.3 Instruction

The Bidder is required to carefully study all Instructions, forms, terms, conditions and other details in the RFP documents. Failure to upload complete and legible information and documents as required in the RFP documents or submission of a RFP not substantially responsive as per requirements of the RFP document in every respect will be at the Bidder(s) risk and may result in rejection of its proposal.



6 Address for communication

6.1 All communication in reference to this RFP must be made to:

Chief Executive Officer

Puducherry Smart City Development Limited,
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001
E-mail: gmplanpscdl@gmail.com
Telephone: +91 413 22 24 431

7 Period of Completion

The Project will be implemented as per the project timelines defined in RFP Volume 2.



8 Eligibility Criteria

Sl. No	Particulars	Pre-Qualification Requirement	Supporting Documents
1	Legal Entity / Presence in India	The Bidder shall be a single legal entity (firm, company etc.) or a JV firm to implement the project(s). The Bidder shall be in existence for at least 3 years	All members Certificate of Incorporation / Registration Certificate (Memorandum and Articles of Association of the applicants should be submitted) Copy of Registered partnership deed.
2	GST & Income Tax Registration	The Bidder shall have valid GST Registration and Income Tax Registration in India	All members Copy of GST Registration PAN Number
3	Financial Turnover	The Bidder's average annual turnover should be not less than Rs. 5.0 crores during each of the last 3 audited financial year	Sole or Lead Member Copy of the Audited Profit and Loss statement and certificate from statutory auditor.
4	Net worth	The Bidder should not have negative net worth as per the audited consolidated financial statements is not more than one of the last 3 financial years (FY 2018-19, 2017-18 & 2016-17).	Sole or Lead Member Copy of the consolidated financial statements from statutory auditor regarding net worth.
5	Technical Capability	The Bidder must have completed / in the process of implementation of "similar projects*": At least one project of 20 Digital Kiosks or At least two projects of 10 Digital Kiosks last three financial years (FY 2018-19, FY 2017-18, FY 2016-17) *Similar projects means project scope should include the supply, installation, testing, management and operation for Digital Kiosk	Sole Member or any member Related Work Order and Work Completion certificate(s)



6	Certification	The Bidder should have a valid ISO 9001:2000 certification or should be an SEI CMMI Level 3 or above certified organization or equivalent certificate	Sole or Lead Member Copies of the valid certificates from authorized agencies
7	Blacklisting	The Bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	All members Self-certificate letter of undertaking to this effect on company's letter head signed by company's authorized signatory

Notes:

- The number of consortium members shall not exceed two, including the Lead Concessionaire.
- Each Consortium members including Lead Bidder can't be part of any other consortium.
- An Original Equipment manufacturer (OEM) or Product Company can be part of multiple bids as a vendor however not as a part of consortium.
- Signed Consortium and Teaming Agreement along with teaming details, original Power of Attorney (PoA) in support of their authorization to sign the document. The PoA should be submitted on a stamp paper of Rs. 200.

8.1 Site Visit

The Bidder and any of its personnel or agents will be granted permission by the PSCDL to enter upon its premises and lands for purpose of such site visits, but the Bidder and its personnel will be responsible for any loss or damage to property and any other loss, damage, costs and expenses including loss of life/injury to any person incurred as a result of the site visits.

The Bidder will be deemed to have satisfied himself as to all the conditions and circumstances affecting the contract price (e.g. as to the general circumstance at the site(s) of the work, the general labour position at the site, the availability of construction material, water, electricity, the transport conditions, the climatic and meteorological conditions) and to have fixed his prices according to his own view about these.

The PSCDL will not be responsible for the personnel of the Bidder and for all acts in relation with site inspection. The Bidder shall be responsible for any misunderstanding or incorrect information however obtained except the information given in writing by the PSCDL.



8.2 Omissions, Errors and clarification; Pre bid Meeting

Bidders shall carefully examine the scope of work and specifications and shall be fully informed as to the conditions and matters which may in any way affect the work or the cost thereof. Should a Bidder find discrepancies or omissions in the documents or should he be in doubt as to their meaning he should notify PSCDL in writing before the due date specified in the Notice Inviting Tender or present his request in writing during the pre-bid meeting. PSCDL will respond to any request which is made prior to or during the pre- bid conference.

Any resulting interpretation or modification of the RFP documents shall be issued online to all Bidders as an addendum / corrigendum which will become a part of the RFP documents. The Bidders shall acknowledge in writing the receipt of each addendum / corrigendum.

No claims except as otherwise expressly provided will afterwards be accepted due to non understanding or misinterpretation of the RFP documents and addendum / corrigendum's issued.

The Bidders designated representative (having authority letter) is invited to attend a pre-bid meeting, which will take place at the venue and time notified in RFP.

In an effort to bring all terms and conditions and specifications of works on a common platform, before the submission of qualification and financial bids, and for any explanation that is desired in reference to the document mentioned in Clause-5 of the document, a pre- bid meeting shall be held. The Bidders designated representative (having authority letter) are invited to attend a pre- bid meeting which will take place at the venue and time as mentioned in RFP. The Bidders are invited to participate in the pre- bid meeting at the date and time mentioned in RFP. They may acquaint themselves with the different conditions of installation site(s) prior to this meeting. The purpose of this meeting is to clarify issues raised at that stage which requires clarification in reference to the execution of work. The Bidders are requested to analyze the terms and conditions, specifications, design, drawings, quotation sheets etc. of the document. The deviations thought necessary, along with clarifications required must be pointed out.

Bidder is requested, to submit all queries in writing or by e-mail, to reach the PSCDL not later the date mentioned in the Notice Inviting Tender before the pre bid meeting or give the clarifications desired in pre-bid meeting in writing.

Any modification of the documents listed in Clause- 7, of the document, which may become necessary as a result of the pre- bid conference, shall be made by the PSCDL exclusively through online issuance of addendum / corrigendum.



9 Amendment of RFP Documents

At any time prior to the deadline for submission of RFPs, PSCDL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the RFP documents.

The amendment will be notified online to all bidders and it shall be binding on them. It will be assumed that the information contained therein has been considered by the Bidder in its RFP.

In order to provide prospective Bidders reasonable time to take the amendment into account, in preparing their RFP, PSCDL may, at its discretion, extend the deadline for the submission of proposals, in which case, the PSCDL will notify on line to bidders of the extended deadline, for submission of proposals.

PREPARATION OF PROPOSALS

10 Language of Proposal

The proposal prepared by the Bidder and all correspondence and documents related to the proposal exchanged by the Bidder and PSCDL shall be written in English.

11 Financial Proposal

The Bidder will provide the financial proposal as furnished in the RFP document.

Financial Bid for the concession period of 10 years.

The PSCDL will be the final authority for deciding the concession period.

12 Proposal-Financial bid

The contract will be for the complete work as described in the RFP document. The rate quoted shall remain firm and fixed and no price/rate variation shall be admissible.

The Bidder will quote his rates only in English. Rates should be quoted in figures as well as in words and in case the rates so quoted differ, the lower of the two shall be treated as the rate quoted by the Bidder.

The Bidder will provide their financial proposal as given in prescribed format of Volume IV of the RFP document, as per the specifications given for installation and commissioning with other direct and indirect costs to be incurred during period.



The Concessionaire will satisfy himself regarding the availability of the material required for execution within the time frame prescribed for the work and if desired will take into account the cost of superior material to be used as its replacement. No time extension or additional cost shall be allowed on this account.

The Concessionaire will keep all the data as described in the Volume II of RFP document or as per system approved by PSCDL. PSCDL have all the rights to cross check the data at any time.

13 Proposal Currency

All prices shall be quoted in the Indian Rupee. The PSCDL will not arrange any foreign currencies for import of any type of material/spares etc. The PSCDL will not pay any amount due to foreign exchange fluctuation for procurement of goods/equipment.

14 Earnest Money Deposit

An amount of Earnest money as mentioned in RFP as by way of an Bankers Cheque/FDR/ DD issued by a scheduled bank in India in favour of Puducherry Smart City Development Limited, must accompany the Proposal as required under the Concession Agreement.

14.1 The Earnest money may be forfeited:

- i. If the Bidder withdraws its proposal during the period of proposal validity.
- ii. If the Bidder fails within the specified time limit to sign the Contract.
- iii. Agreement For any other act of the Bidder detailed herein, for forfeiture of Earnest Money.

14.2 Return of the Earnest Money

The Earnest money of un-successful Bidder would be returned within a period of Eight (8) weeks from the date of announcement of the Successful Bidder.

The Earnest money of Successful Bidder would be returned on acceptance of Work Order / LoA and submission of Security Deposit as per Clause 15.3 herein under.

14.3 Security Deposit and Performance Security

An amount of Security Deposit as mentioned in RFP as **Rs 50, 00,000/- (Rupees Fifty Lakhs Only)** by way of an irrevocable Bank Guarantee/ DD issued by a scheduled bank in India in favour of Puducherry Smart City Development Limited, must be submitted by the successful bidder



The Security Deposit as submitted by the Successful Bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in the Concession Agreement.

15 Period of Validity of proposal

The proposals for the works shall remain open for acceptance for the period of 120 days from the date of submission of Bid. A proposal valid for a shorter period shall be rejected by the PSCDL as being non-responsive. If any Bidder withdraws his proposal prior to expiry of said validity period or mutually extended period or make modification in the rates, terms and conditions of the proposal within the said period, which are not acceptable to the PSCDL, or fails to commence the work in the specified period/fails to execute the agreement, the PSCDL shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any Bidder, who having submitted a proposal does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money and Security deposit and other action under agreement.

In exceptional circumstances, the PSCDL may seek the Bidder's consent to an extension of the proposal validity period. The request and responses thereto shall be made in writing or by e-mail. If a Bidder accepts to prolong the period of validity, the instruments for Earnest Money shall also be suitably extended.

SUBMISSION OF PROPOSALS

16 Format and Signing of proposal

Bidder shall submit their offer online in electronic format both for technical and financial proposals and all documents should be digitally signed. Bidder shall also submit Hard copy of the Technical Bid on or before the date & time stated in the NIT and submission only in hard copy will not be accepted. Bidder shall procure digital certificate as per IT act. In case of a partnership firm, bid must be digitally signed separately by each partner, thereof, or in the event of the absence of any partner, it must be digitally signed on his behalf, by a person holding power of attorney, authorizing him to do so, such power of attorney will be submitted with the proposal and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate. In case of a company, the duly authorized representative of the company holding a valid power of attorney on proposal the date of respective correspondence shall digitally sign the proposal.



The scanned copy of Proposal fees, processing fees, EMD should be uploaded along with the technical bid.

All omissions in the Schedule of price must be serially numbered and attested by the officer opening the bids, so as to make further dispute impossible on this score.

The documents listed in Clause-18 of the document, along with addendum / corrigendum's issued till the date of bid submission, shall be filled by the bidder to bind the bidder to contract. A certificate regarding all pages of the bid has been digitally signed should be attached with prequalification bid.

Sealed bids shall be received by the Authority on the e-Procurement portal <https://pudutenders.gov.in/> in before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Puducherry, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.

Telex, cable or facsimile offers will be rejected.

The Bidders must be registered with the E-tendering system provider for participating in the bidding process; bidders are required to go through the procedure as specified in <https://pudutenders.gov.in/>, portal to upload the Bid document.

The bidders are required to upload their tender in <https://pudutenders.gov.in/> portal only. PSCDL shall not be held responsible for the delay, if any, in the non-receipt of the same.

Any revisions, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be posted on <https://pudutenders.gov.in/> website only. Bidders should regularly visit the website to keep themselves updated.

All the qualification information shall be submitted through prescribed forms and statements given in the Annexure-ure of tender document, along with all supporting documents meeting the qualification criteria. Bidder shall upload Scan Copies of such prescribed forms and supporting document as a part of his submission.

17 Sealing and Marking of Proposals

Bidder shall submit their offer in online electronic format both for Technical and Financial proposal and all documents should be digitally signed. Bidder shall also submit Hard copy of the Technical Bid on or before the date & time stated in the NIT and submission only in hard copy will not be accepted. However, scanned copy of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. should be uploaded along with the technical bid.

17.1 Contents of Technical Bid

A. COVER-A: Technical Bid:

SCANNED COPIES OF:

- a) Proof of Tender Fee in shape of FDR /DD Payable at Puducherry
- b) Proof of Earnest Money in shape of DD/Pay Order/ FDR as per NIT



- c) The name and designation of a person signing shall be clearly indicated. In case of partnership firm / limited company/ group of companies, a power of attorney for the person authorized to sign issued by the partners or authorized signatory shall accompany the proposal.
- d) The ESI & EPF registration as per Labour Law of Government of India / UT of Puducherry.
- e) The proposal letter which shall be duly filled in and signed, as per Annexure-3.
- f) Format for General Information as per Annexure-4
- g) Declaration for Non-Black listing as per Annexure-5
- h) No deviation Certificate as per Annexure -6
- i) Total Responsibility Certificate- Annexure-7
- j) Detailed of Experience of the Bidder as per Annexure- 8 and Experience certificate for the projects as per Annexure-9
- k) Anti-collision certificate as per Annexure- 10
- l) Performance bank guarantee as per Annexure-11
- m) Power of Attorney should be given as per the format given in Annexure- 12.
- n) Key Personal Details as per Annexure -13
- o) Details indicating Financial Capacity as per Annexure- 14
- p) Joint venture information (If Applicable) as per Annexure-15
- q) Agreement (format placed at Annexure- 16 (DRAFT) along with Annexure-17 as Bidder of Works)
- r) Joint Bidding Agreement as per Annexure- 18
- s) All addendum / corrigendum s issued till date of proposal shall be submitted with the proposal duly signed and stamped.
- t) Bidders proposal for project execution included to the following information
 - Organization
 - Personnel
 - Bidders experience in execution of similar projects.
 - Project schedule
 - Implementation strategy, plan and procedure
 - Company profile (Financial status, company premises)

AND ALSO SCANNED COPIES OF:

Qualification Schedules as required in this Vol-I along documents, with supporting consisting of:



- a) Document showing annual turnover for last three financial years (ending, March 2019)
- b) Documents in support of experience of bidder for project execution, and O&M and service network as per provisions mentioned Experience Criteria as in Clause 4.

The Qualification information for eligibility has to be provided very carefully since it will be a basis for the qualification of firms. Only relevant and to-the-point information shall be indicated. Bidders must not supply information not requested in the proposal documents nor make any comments.

17.2 Contents of Financial Bid

B. COVER-B Financial Bid/Price Bid

This shall contain only the Financial Bid Rate for amount the concessionaire is willing to share with PSCDL as percentage of Gross Revenue share (annual) as per the format attached in **Volume -IV Financial Bid** of the bid document.

18 Late Proposals

The system does not permit electronic submission of proposals after the due time and date.

PROPOSAL OPENING AND EVALUATION

19 Opening of Proposals by PSCDL

The CEO, PSCDL on behalf of PSCDL or his representative will open the proposals online in presence of Bidder (s) or their authorized representative(s) who may choose to be present at the time of proposal opening. The proposals shall be opened in two stages. In first stage Cover -A of Technical Bid will be opened and the Bidder's name, the status of deposition of earnest money, will be announced by the Evaluation Committee at the time of opening.

Other Documents in Technical Bids received will be evaluated by the Evaluation Committee appointed by the PSCDL and eligible bidders will be shortlisted for the Opening of Financial Bid.

In the second stage, Cover -B of Financial Bid shall be opened of the shortlisted Bidders through online by giving prior intimation



20 Preliminary Examination of Proposals

All contents of Cover “A” of the individual proposals will be downloaded summarily in order to access their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any proposal not confirming to any of these requirements may be disqualified forthwith at the discretion of PSCDL.

21 Substantial Proposal & Technical Eligibility

Notwithstanding the preliminary examination, the PSCDL will determine the technical eligibility of the Bidder. Technically eligible proposals are those, which meet the following requirements.

- a) Earnest money in the required format from a nationalized/scheduled bank is enclosed.
- b) Meeting the Financial and Technical eligibility criteria as detailed in the Eligibility Criteria
- c) No deviations and reservations affecting the scope and quality of the work, limiting the rights of the PSCDL or the Bidders obligations, or whose rectification would affect the competitive position of the other substantial Bidder.

If a Bidder is not found to be technically eligible the bid will be rejected by PSCDL and will not be used for further evaluation.

The financial bid of technically eligible bidders shall only be opened.

22 Financial Evaluation

- a) The financial offer of the technically qualified Bidders will be opened at a date and time as informed. The technical specification/design given in the schedules or that negotiated shall only be used while execution of work.
- b) The CEO PSCDL or his/her representative will open the proposals in the presence of any Bidder(s) or their authorized representatives who choose to be present at the time of opening of financial proposals, and will enter the rate/amount of all proposals in the register of Opening of Proposals.
- c) Bidders quoted rate is inclusive of all taxes and duties including GST, Labour CESS, Income Tax etc. for the Installation, Operation & Maintenance.
- d) The Income tax liability on the revenue share shall be borne by PSCDL.



- e) Please refer to the Volume IV for the format of the financial bid submission.

23 Final Bid Evaluation

The final selection of the “**Successful Bidder**” shall be done using Quality and Cost Based Selection (QCBS) approach, wherein bidder with the highest combined score shall be adjudged the Successful Bidder. The technical quality of the proposal will be given **weight of 70%**. The financial proposal shall be allocated **weight of 30%**.

- a) All the bids received for this tender would be scrutinized based on the Technical Evaluation Criteria & other relevant tender conditions mentioned in this tender. The Bidders who comply with Technical Evaluation Criteria shall be declared as “Technically Qualified Bidders” other bids shall be declared as “Technically Disqualified Bidders” and not considered for further course of evaluation.
- b) The Financial bid of only those consultants who qualify technically (**Minimum Qualifying Marks: 70% in the Technical Evaluation**) will be opened for further evaluation. The commercial bid would be scrutinized for any errors in case of any mathematical errors in the Financial Bid then unit rate would be used as reference for estimation of the final bid value.
- c) Wherever there is a discrepancy between the figures entered in numerals and words, the values written in words will be governing and shall be considered for evaluation.
- d) The proposal with the highest revenue sharing to the PSCDL may be given a financial score of 100 and the other proposal given financial score that are proportionate to their prices.



Sr. No	Parameter	Description	Break up of Score	Max Marks
1	Financial Turnover	<p>The Bidder's average annual turnover generated from ICT (Information and communication technologies) * should be not less than Rs. 5.0 crores during each of the last 3 audited financial year (FY 2018-19, FY 2017-18, FY 2016-17)</p> <p>*This turnover should be on account of ICT Systems Development and Implementation (i.e. revenue should be on account of System Integration / Turnkey solutions or products and their associated maintenance or implementation service, packaged software etc.) only</p>	<p>Sole or any Member</p> <p>Turn Over of 5.0 Crore - 6 Marks Add 1 Marks every 5.0 Crore subjected to Maximum of 10 Marks</p>	10
2	Relevant Experience	The Bidder should have completed at least one Project of "supply & implementation (including operations and maintenance) of Digital Smart Kiosk infrastructure" of minimum value of Rs. 5.00 crore during last three financial years (FY 2018-19, 2017-18 & 2016-17).	<p>Sole Member or any member</p> <p>For 1 Project of Rs.5.0 crore - 9 Marks Add 2 Marks additional 1 Project of Rs.5.0 Crore Subject to Maximum of 15 Marks</p>	15
3a	Similar Experience	<p><u>Digital infrastructure implementation:</u> Design, supply & implementation of Modular street furniture infrastructure projects (scope shall include the</p>	<p>Sole or any Member</p> <p>One work of Minimum Rs. 1.0 Crore - 3 Marks Add 1 mark for additional 1 Project of worth Rs. 1 Cr. subjected to maximum of 5 marks</p>	5



		implementation of Modular toilets, Bus shelters, Digital Signage, Smart bins, cycle shelters / docking station) of minimum project value of 1 crore during last three financial years (FY 2018-19, FY 2017-18, FY 2016-17)		
3b	Similar Experience	<u>Wi-Fi Project Implementation</u> Project Implementation and operation experience in Public Wi-Fi project of minimum 50 Access Points	Sole or any Member One Project of 50 Access Points - 3 Marks Add 1 mark for additional 1 Project of minimum 50 Access point subjected to maximum of 5 marks	5
3c	Similar Experience	<u>Augmented Reality project</u> Experience of implementing and 3D content creation for use-cases relevant to (Smart City, Tourism, Sanitation, Health, Education, Entertainment, Digital Advertisements)	Sole or any Member One Similar Project of - 6 Marks Add 2 mark for additional 1 Project subjected to maximum of 10 marks	10
3d	Similar Experience	<u>CCTV surveillance project</u> Project experience of supply, installation, implementation and operating minimum 50 CCTV surveillance for any city / kiosk surveillance in a single project	Sole or any Member One Project of 50 CCTV Surveillance - 3 Marks Add 1 mark for additional 1 Project of minimum 50 CCTV subjected to maximum of 5 marks	5
4	Approach & Methodology	<u>Project requirement understanding</u> a. On site study carried by the bidder supported with the reports and explaining how the technical proposal is meeting project objectives in Puducherry. b. Compliance to RFP with detailed compliance statement meeting point-wise RFP volume-1 and 2 requirements	Sole or Lead Member	5



		<p>Work plan documentation:</p> <ul style="list-style-type: none"> a. Detailed work plan with resolution, methodology for reporting project progress (template/ tool) on weekly basis. Project risks assessment and mitigation plan. b. Proposed reporting methodology and tools for measuring and reporting up-time and KRA's on monthly basis during implementation phase. 	Sole or Lead Member	5
		<p>Approach during implementation & O&M phases: Bidder to furnish detailed documentation covering each aspect of below activities along with typical examples</p> <ul style="list-style-type: none"> a. Installation b. Safety c. Preventative maintenance d. Operations e. Maintenance f. Redundancy 	Sole or Lead Member	5
5a	Key Personal-1	Experience of Project Manager proposed for work. (Consent to be given along with the Bid)	MBA and B-Tech in Information Technology / Computer Science / Electronics with at least 8 years of experience in handling PPP / IT projects	3



5b	Key Personal-2	Experience of Solution Architecture proposed for work. (Consent to be given along with the Bid)	B.Tech in Information Technology / Computer Science / Electronics with at least 5 years of experience in handling IT projects	2
6	Presentation	(a) Solution highlights <ul style="list-style-type: none"> ➤ Solution components ➤ Technical architecture ➤ Integration aspects ➤ Kiosk designs options ➤ Structural infrastructure ➤ ICT & Non-ICT infrastructure proposed for the kiosk) (b) Relevant case studies on highlights (c) Alliances with OEM formed and presented during presentation (d) Awareness, Innovative and break-through ideas (d) Flexibility demonstrated (e) Understanding on Project KPIs		15 2.5 2.5 2.5 2.5 5.0
Total Technical Score (Marks)				100

Table 23.1 Technical Evaluation Criteria



The final selection of the “**Successful Bidder**” shall be done using Quality and Cost Based Selection (QCBS) approach, wherein bidder with the highest combined score shall be adjudged the Successful Bidder. The technical quality of the proposal will be given weight of **70%**. The financial proposal shall be allocated weight of **30%**.

For working out the Total Points, the employer will use the following formula:

$$\text{Total points (H-1)} = T (w) \times T (s) + F (w) \times F(s),$$

where

T (w) stands for weight of the technical score. (70%)

T (s) stands for technical score

F (w) stands for weight of the financial proposal. (30%).

F(s) stands for Financial score

$$F(s) = \{(EC/HEC) * 100\}$$

EC stands for Evaluated Revenue of the financial proposal

HEC stands for Highest Evaluated Revenue of the financial proposal

{Bidder Quoted Highest Revenue will get Score (Marks) F(s) = 100}

AWARD OF PROPOSAL

24 Contract award Criteria

The Bids shall be evaluated based on the Scoring as **per Clause-23 above**. The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required

25 PSCDL’s Right to Accept Any Proposal and to reject any or all Proposals

The acceptance of the proposal will rest with the PSCDL who does not bind itself to accept the proposal and reserves right to reject any or all of proposals received without assigning any reason.

The PSCDL’s right to accept or reject any or all proposals at any time prior to award of contract, will not incur any liability, to the affected Bidders, of the grounds for the PSCDL’s action.



26 Notification of Contract

Prior to the expiry of the period of proposal validity, the PSCDL will notify the successful Bidder that its proposal has been accepted. The notification of award will constitute the formation of the Contract and Concessionaire agreement, for all legal purposes.

27 Signing the Concession Agreement

Within Thirty (30) days from award of work by PSCDL, the successful Bidder shall sign the Concession Agreement. The following, duly filled in and signed documents, shall form the Concession Agreement:

- a) Agreement (format placed at Annexure- 15 (DRAFT) along with Annexure 16 as Bidder of Works)
- b) Letter of award and any pre-award correspondence between PSCDL and the Bidder.
- c) Proposal documents (bearing stamp of the firm and initials of the authorized Signatory for this proposal on behalf of the firm) Contained in:

Vol.-I: Instructions to bidders

Vol.-II: Scope of Work and Technical Specification, Annexure & Drawings

Vol.-III: General conditions of contract and special conditions of contract

Vol.-IV: Priced Bid

- d) The proposal offers by the bidder

On acceptance of the proposal, the name of the accredited representative(s) of the Bidder (with a photograph and signature attested) who would be responsible for taking instructions from the PSCDL / PMC, shall be communicated to the Engineer in charge.

After acceptance of the proposal, the Bidder or all partners (in the case of partnership firm) or the authorized representative of the firm with a valid power of attorney will append photographs and signatures duly attested, at the time of execution of agreement.

If any Bidder, who having submitted a proposal does not execute the agreement or does not start the work or does not complete the work and the work has to be put to re-bidding, debarred from participating such re-bidding he shall stand in addition to forfeiture of Earnest Money and Security Deposit and other action under agreement.

28 Performance Security:

The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a scheduled bank in India in favour of Puducherry Smart City Development Limited, as required under the Concession Agreement. Value of Performance Security should be **Rs.50,00,000/- (Rupees Fifty Lakhs only)**. Performance security shall be valid till end of concession period.



29 Insurance

The successful bidder shall provide insurance as required as per the Agreement.

30 Corrupt or Fraudulent Practices

The PSCDL defines, for the purposes of this provision, the terms set forth below as follows:

- a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in contract execution: and
- b) Fraudulent practice - means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the PSCDL and includes collusive practice among Bidders (prior to or after proposal submission) designed to establish proposal prices at artificial non- competitive levels and to deprive the benefits of free and open competition.

Any efforts by a Bidder to influence the PSCDL in the PSCDL’s proposal evaluation, proposal comparison or contract award decisions may result in rejection of the Bidder’s proposal.

The PSCDL will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

31 Documents sanctity

All documents /certificates submitted by the Bidder on line, shall be considered by the PSCDL at the time of the prequalification and technical evaluation. If at any point of time on verification of the documents/certificates submitted by the bidder found to be false/fraud/fake/bogus/counterfeit etc. the contract shall be liable to be rejected and necessary action shall be taken against the Concessionaire/firm as per rule/law in force.



32 Code of Integrity

Any person participating in the procurement process shall –

- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process
- e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

33 Conflict of Interest

The Bidder participating in a bidding process must not have a Conflict of Interest

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:

- a) Have controlling partners/shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have the same legal representative for purposes of this Bid; or
- d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- e) The Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids



in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as PMC/ consultant for the contract



Annexure 1- Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Sl. No.	RFP Volume, Section	RFP Page No	Contents in RFP	Clarification Sought



Annexure 2 - Technical Bid checklist

Sl. No.	Checklist Items – Compliance	(Yes or No)	Page No & Section No in BID
1	Tender fees		
2	Earnest Money Deposit		
3	Pre-Qualification Covering letter		
4	Copy of Certification of <ul style="list-style-type: none"> • Incorporation/Registration Certificate • PAN card • GST registration 		
5	Audited financial statements for the last three financial years And Certificate from the Statutory Auditor		
6	Declaration of non-blacklisting		
7	Experience Certificate		
8	No Deviation Certificate		
9	Total Responsibility Certificate		
10	Anti-Collusion Certificate		



Annexure 3 - Technical Bid Covering Letter

Date: dd / mm / yyyy.

To,

[]

Sub: Request for proposal For Setting up of Digital Smart Kiosk Infrastructure Solution including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

With reference to your “Request for proposal For Setting up of Digital Smart Kiosk Infrastructure Solution including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City”, we hereby submit our qualification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a) We hereby acknowledge and unconditionally accept that the Authority 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.
- b) We have submitted EMD of INR [] and Tender fee of INR [] through DD/ FDR/
- c) We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d) We agree to abide by our offer for a period of PSCDL 120 days from the date of submission of bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.
- e) 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.
- f) In the event of acceptance of our bid, we do hereby undertake:



- i. To Design, finance, Build, Operate and Maintain as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, development delivery, installation, commissioning, providing facility training, management and hand-holding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h) We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact email at gmpplanpscdl@gmail.com

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:



Annexure 4 - Format for General Information

Brief company profile (To be submitted for each firm in case of consortium/joint venture)

Sl.No	Particular Name of Bidder	Description or Details
1	Name of Bidder	
2	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3	Products/services offered	
4	Registered office address	
5	Management Team & No of employees	
6	Incorporation date and number	
7	GST number	
8	PAN details	
9	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
11	Annual sales volume (in rupees)	
12	Major clients	
13	Business partners (and the services/products they offer	



Annexure 5 - Declaration of Non- Blacklisting

(To be provided on the Company letter head)

Declaration for Lead Bidder:

Place

Date

To,

[]

Subject: Self Declaration of not been blacklisted in response to the Request for proposal for Setting up of Digital Smart Kiosk Infrastructure Solution including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City” at designated locations for Period of Ten Years

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

Dear Sir,

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

(Signature of the Lead Bidder)

Printed

Name

Design

ation

Seal

Date:

Place:

Business Address:



Annexure 6 - No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. dated . This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal: Date:



Annexure 7 - Total Responsibility Certificate

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date



Annexure 8 - Details of Experience of Bidder

Sl.No	Detail	
1	Name of the work	
2	City/State	
3	Name of Client and contact details of reference contact person	
4	Work order no	
5	Amount in Lakh	
6	Scope of Work	
7	No of Digital Smart Kiosk Operational	
8	Operation and Maintenance Period	
9	Status of Project	
10	Project Completion Date	
11	Mode of Execution	
12	No of subscription and usage details	
13	Other details any (as necessary)	

NOTE:

Client Certificate towards satisfactory completion of work / Successfully ongoing from Competent Authority (Engineer In charge, not below the rank of Executive Engineer) should be attached in respect of each work in Model Format along with copy of work order.



Annexure 9 - Experience Certificate - Model Format

To whomsoever it may concern

Certified that M /s.....have successfully completed and commissioned the work ofas awarded vide work order number.....dated costing Rs Lakhs as per following details: -

Sl.No	Locations (Give the Address Details)	Status of the project	Capacity	Remarks

Date: -

Place: -

Signature & Seal of Competent Authority with seal (Not below the rank of Executive Engineer)



Annexure 10 - Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal for Setting up of Digital Smart Kiosk Infrastructure Solution including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations for Period of 10.5 Years in Puducherry, against the RFP issued by Authority, 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 or kind to any person or organization in connection with the cash instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:



Annexure 11 - Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the Bidder and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to Digital Smart Kiosk services for <<name of the assignment>> to Puducherry Smart City Limited (hereinafter called “the Authority”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.



We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of addition or any such change, modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- i. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- ii. This bank guarantee shall be valid up to <Insert Expiry Date>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

Date

Place

Signature _____

Witness

Printed Name

(Bank's common seal)



Annexure 12 - 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 is to be in the name of the company, who is issuing the power of attorney.]

We, M/s. (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or 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 or 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)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____. Dated this the _____ day of _____ 2019.

(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:

- a) To be executed by all the members individually.
- b) 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



Annexure 13 - Form - Personnel

Give details of key technical and administrative Personnel (Who could be assigned the work) in the following pro-forma.

- A) Details of the Board of Directors.
1. Name of Directors.
 2. Organization.
 3. Address.
- B) Key technical & Administrative personnel.
- | | |
|--|--|
| 1. Individual's name | - (i) Project Manager in overall charge of work. |
| 2. Qualification. | (ii) Solution Architecture |
| 3. Present position of offices | (iii) Support Engineer / Site Engineer |
| 4. Professional experience and details of works carried out. | (iv) Others |
5. Year with Bidders.
 6. Language known.
 7. Additional information.
- C) Skilled and other labour (indicate number categorically)
1. Skilled labour.
 2. Other labour.

Note : In case of Joint venture or Consortium the above form shall be filled by The JV members separately

Signature of Bidder :

Date:



Annexure 14 - Details Indicating Financial Capacity

1. Name of firm
2. Name of Partner / Director
3. Capital
 - a) Authorized
 - b) Issued and Paid up
4. Furnish balance sheet and profit and loss statement with auditor's report & income tax
 - a) Working Capital

Sl.No.	Year	Gross Turnover in Rs. Crores	Reference Page No. of Balance Sheet
1.	2018-2019		
2.	2017-2018		
3.	2016-2017		
Sl.No	Year	Gross Income in Rs. Crores	Reference Page No. of Balance Sheet
1.	2018-2019		
2.	2017-2018		
3.	2016-2017		
Sl.No.	Year	Turnover from ICT in Rs. Crores	Reference Page No. of Balance Sheet
1.	2018-2019		
2.	2017-2018		
3.	2016-2017		

5. List your sources of finance.
6. Certificate of financial soundness by bank.
7. Name and address of Bank from whom reference can be obtained.
8. Have you ever been declared bankrupt?



[If, yes please give details]

Note:

- Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and by copies of tax supported returns. Attach Certificate(s) issued by any Bank or Financial Institution for available credit to the Lead partner and joint venture partner
- In case of Joint Venture, the above form shall be filled separately

Signature of Bidder

Date:



Annexure 15 - Joint Venture Data

In case the joint venture agreement is not acceptable to Puducherry Smart city Development Limited the joint venture may be requested to modify the agreement accordingly. Failure to submit a modified Joint venture agreement within twenty-one days upon receipt by the Bidder of the request for modification will disqualify the Bidder for further consideration.

Names of all partners of a joint venture		Financial Stake of A firm (In Percentage)
Partners	Name of Firm	
1. Lead partner		
2. Partner		



Annexure 16 - Concession Agreement (Deleted)

Shall be Provided on award of Contract



Annexure 17 - Bidder for works

I / We hereby submit the proposal for the execution of ‘Design, Supply, Installation, Commissioning and Maintenance support for Digital Smart Kiosk Infrastructure solution’ through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City, including maintenance for a period of Ten Years after installation in given locations. I / We have visited the site of work and am / are fully aware of all the difficulties and conditions likely to affect carrying out the work. I / We have fully acquainted myself / ourselves about the conditions regarding accessibility of site and the extent of ground, working, including stacking of material, stools and conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract Memorandum

a)	General description:	Digital Smart Kiosk Infrastructure Solution including Design, Build, Finance, Operate and Maintain through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Puducherry City
b)	EMD / Bid Security	Rs. Five Lakhs (Rs. 5.00 Lakhs) as mentioned in RFP

Time allowed for the completion of the work (to be reckoned from the 10th day after the date of written order to commence the work) is as per proposal document. I/We hereby agree to abide by and fulfil in the terms and provisions of the conditions of the contract Annexure-d hereto and of the detailed notice for technical and financial bids, or in default thereof, to forfeit pay to PSCDL, the sum of money mentioned in the said and conditions.

A sum of Rslakh is forwarded herewith in the form of bank draft/ FDR as Earnest money. This amount of earnest money shall absolutely be forfeited to PSCDL, should I/We fail to commence the work specified in the above memorandum.

Signature of witness

Signature of Concessionaire

Witnesses address & occupation

Address of Concessionaire

Date

The above proposal is hereby accepted by me on behalf of PSCDL



Annexure 18 - Joint Bidding Agreement

Format for Joint Bidding Agreement for Joint Venture

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day
of 20...

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at }and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, & SECOND } PART are collectively referred to as the “Parties” and each is individually referred to as

a “Party”

WHEREAS,

(A) Puducherry Smart City Development Limited (PSCDL), established under the Government of Puducherry , represented by its CEO, and having its principal office at Puducherry (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids”) by its Request for Proposal No. dated(the “RFP”) for award of contract for “Design, Built, Finance, Operate and Transfer (DBFOT) the Digital Smart Kiosk Infrastructure Solution System facility for a period of 10.5 (Ten years and six months) years in PSCDL area under Puducherry Smart City Development Limited”(the “Project”).

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations



In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “Joint Venture”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a Concession Agreement with the Authority for performing all its obligations as the Contractor in terms of the project execution through DBFOT (Design, Build, Finance, Operate and Transfer) mode for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the Contract;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and}

(c) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the completion of the Project is achieved under and in accordance with the Contract.

6. Share of work in the Project



The Parties agree that the work/activity in the DBFOT mode of project execution, operation, maintenance and transfer to the Authority, to be allocated among the members shall be as follows:

First Party:

Second Party:

Further, the Lead Member shall by itself undertake and perform ----- %, if the Contract is allocated to the Joint Venture.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is Annexure-d to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;



(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the Concession agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security (EMD) by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of Government of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.....

2.....