



Request for Proposals
For
Selection of Master System Integrator (MSI) for
Implementation of Intelligent Integrated Traffic
Management System (ITMS) for ISCDL, Indore
(Second-Call)
(Volume-1: Instruction to Bidders)

NIT Number: 31/ISCDL/2019-20

Dated: 02/03/2020

INDORE SMART CITY DEVELOPMENT LIMITED

Nehru Park Campus, Indore – 452003

Ph. No.: 0731-2535572; E-mail: smartcityindore16@gmail.com

CIN: U75100MP2016SGC035528; Website: www.smartcityindore.org

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)



INDORE SMART CITY DEVELOPMENT LIMITED, INDORE

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NOTICE INVITING TENDER

NIT No. 31/ISCDL/2019-20

Date: 02/03/2020

Indore Smart City Development Limited (ISCDL) invites online bids from eligible bidders through www.mptenders.gov.in for “**Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore**” (Second-Call).

The details are as under.

1	Tender document Fee	Rs. 50,000 (Rupees Fifty Thousand Only) through Online e-Tendering Payment Gateway only
2	Earnest Money Deposit (EMD)	Rs. 50 Lakh (Rupees Fifty Lakh Only) through Online e-Tendering Payment Gateway only
3	Last date for sending pre-bid queries	14.03.2020 till 17:00 hrs. at smartcityindore16@gmail.com
4	Date, Time & Place of Pre-bid Meeting	16.03.2020 at 15:00 hrs. Venue: Indore Smart City Development Limited Nehru Park Campus, Indore, Madhya Pradesh
5	Last date for Online Purchase of Tender Document	02.04.2020 till 17:30 hrs.
6	Last date of Online Submission of Bids	02.04.2020 till 17:30 hrs.
7	Date & Time for Opening of Technical Proposal	03.04.2020 at 16:00 hrs.
8	Last date of Submission of Hardcopy of Bids	04.04.2020 till 15:00 hrs.
9	Date & Time for Opening of Financial Proposals	Will be intimated to the technically qualified bidders

Any Corrigendum / Addendum shall be published on www.mptenders.gov.in only.

Chief Executive Officer
Indore Smart City Development Limited

Disclaimer

The ISCDL has prepared this Request for Proposals (RFP) for the “Request for Proposals for Selection of Master System Integrator for Implementation of ITMS Project”. The RFP is a detailed document with specifies terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and objectives of the ITMS Project. ISCDL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither ISCDL or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information provided in this document is to assist the bidder(s) for preparing their proposals. However this information is not intended to be exhaustive, and interested parties are expected to make their own inquiries to supplement information in this document. The information is provided on the basis that it is non-binding on ISCDL any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each bidder is advised to consider the RFP as per its understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. The bidders should go through the RFP in detail and bring to notice of ISCDL any kind of error, misprint, inaccuracy, or omission.

ISCDL reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal.

Procedure for participation in e-Tendering

1. Registration of Bidders on e-Tendering System

As Government of Madhya Pradesh has decided to switch over to <https://mptenders.gov.in/nicgep/app> for all electronic tendering requirements, all Bidders/Contractors/ Suppliers are requested to register and enrol in this portal by clicking the link Online Bidder Enrolment on right hand side of the portal.

Help for Contractor and/ or Bidder Manual kit available in the same Home page can be referred for any clarifications. Bidders having valid Digital Signature Certificates may use the same for registration. New Purchases may be of Class 3 Signing Certificate. Bidders can provide their MSME details also, for online verification.

In case of any assistance please call Help desk numbers 0120-4200462, 0120-4001002.

2. Digital Certificate:

Digital Signature Certificates (DSC) are the digital equivalent (that is electronic format) of physical or paper certificates. Examples of physical certificates are drivers' licenses, passports or membership cards. Certificates serve as a proof of identity of an individual for a certain purpose; for example, a driver's license identifies someone who can legally drive in a particular country. Likewise, a digital certificate can be presented electronically to prove your identity, to access information or services on the Internet or to sign certain documents digitally.

Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means a person who has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

The different types of Digital Signature Certificates are:

Class 2: Here, the identity of a person is verified against a trusted, pre-verified database.

Class 3: This is the highest level where the person needs to present himself or herself in front of a Registration Authority (RA) and prove his/ her identity.

DSC of Class 2 and Class 3 category issued by a licensed Certifying Authority (CA) needs to be obtained for e-filing on the e-Tendering Portal.

The cost of obtaining a digital signature certificate may vary as there are many entities issuing DSCs and their charges may differ. The approximate cost could vary between ₹ 2000 to ₹ 3000 depending on the number of years for which it is issued.

It is mandatory to have a valid digital signature certificate for e-filing the forms on e-Tendering portal. Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example, the Director or the Authorized signatory signing on behalf of the Company requires a DSC. It may take up to 7 working days for issuance of class III digital certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid class III digital certificate need not obtain another Digital Certificate for the same.

3. Set Up of Bidder's Computer System:

In order for a bidder to operate on the e-tendering System, the Computer system of the bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. The details are available at <https://mptenders.gov.in/nicgep/app>

4. Key Dates:

The bidders are strictly advised to follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage of the bid as set by the Department.

5. Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal

- i. Bidder should do Online Enrolment in this Portal using the option Click Here to Enrol available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScript/TCS.
- ii. Bidder then logs into the portal giving user id/ password chosen during enrolment.
- iii. The e-token that is registered should be used by the bidder and should not be misused by others.
- iv. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- v. For purchasing of the bid document bidders have to pay Service Charge online only which is Rs. [as per Bid Data Sheet]. Cost of Bid document is separately mentioned in the detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The payment for the cost of bid document shall be made online through Debit/Credit card. Net banking or NEFT Challan through the payment gateway provided on the portal.

- vi. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- vii. After downloading/ getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- viii. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- ix. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- x. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- xi. Bidder should arrange for the EMD as specified in the tender.
- xii. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- xiii. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- xiv. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- xv. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- xvi. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- xviii. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

xix. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

xix. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

xx. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

xxi. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected

xxii. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

xxiii. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

xxiv. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

xxv. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

Note:

i. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.

ii. ISCDL shall not be responsible in any way for delay/ difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.

iii. In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.

iv. ISCDL reserves the right for extension of due date of opening of technical bid.

Definitions/Acronyms

Terms	Meanings
ABD	Area Based Development
AMC	Annual Maintenance Contract
ANPR	Automatic Number Plate Recognition
ATCS	Adaptive Traffic Control System
BOM	Bill of Material
CCTV	Closed Circuit Television
COTS	Commercial Off-The-Shelf
DC	Data Centre
DMS	Document Management System
DRC	Disaster Recovery Centre
ECB	Emergency Call Box
EMD	Earnest Money Deposit
FMS	Facility Management Services
GIS	Geographical Information System
GPS	Global Positioning System
GSM	Global System for Mobile Communication
GST	Goods and Services Tax
ICCC	Integrated Command and Control Centre
ICT	Information and Communication Technology
IP	Internet Protocol
IPF	Information Processing Facility
ISO	International Organization for Standardization
IT	Information Technology
ITDP	Institute for Transportation and Development Policy
ITMS	Intelligent Traffic Management System
LOA	Letter of Acceptance
MIS	Management Information System
MSI	Master System Integrator
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacture
OFC	Optical Fibre Cable

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

Terms	Meanings
PA	Public Address
PoP	Point of Presence
PTZ	Pan Tilt Zoom
RFP	Request for Proposal
RLVD	Red Light Violation Detection
ISCDL	Indore Smart City Development Limited
SDC	State Data Centre
SLA	Service Level Agreement
SOP	Standard Operating Procedures
SPV	Special Purpose Vehicle
SVD	Speed Violation Detection
TCV	Total Contract Value
TPA	Third Party Auditor
UAT	User Acceptance Testing
UPS	Uninterrupted Power Supply
VA	Video Analytics
VAT	Value Added Tax
VM	Virtual Machine
VMSB	Variable Message Sign Board

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1 Introduction

1.1 Project Background

One of the primary objectives is to enhance the safety and security, improve efficiency of city administration and promote a better quality of life for residents. In order to achieve these objectives, ISCDL desires to foster the development of a robust ICT infrastructure that supports digital applications and ensures seamless steady state operations, traffic management, emergency response mechanisms and real time tracking of services and vital city metrics throughout the city. ISCDL is considering the appointment of a MSI to set up Integrated Traffic Management System for Indore.

1.2 Project Objectives

The key objective of this project is to establish a collaborative framework where input from different smart solutions implemented by ISCDL, and other stakeholders can be assimilated and analysed on a single platform; consequently resulting in aggregated city level information. Further this aggregated city level information can be converted to actionable intelligence, which would be propagated to relevant stakeholders and citizens.

Following are the key outcomes expected to be achieved by the proposed interventions:

- a. Improved visualization of ambient situation in the city and facilitation of data driven decision making
- b. Efficient traffic management
- c. Enhanced safety and security
- d. Better management of utilities and quantification of services
- e. Asset Management

1.3 Purpose of this RFP

The purpose of this tender is for the Indore Smart City Development Limited (ISCDL) to enter into a contract with a qualified firm for the Supply, Installation, Integration, Commissioning, Operations and Maintenance of Intelligent Traffic Management System (ITMS) initiative for smart city initiative of Indore. ISCDL is looking to engage a Master Service Integrator -

- Who brings strong implementation experience in smart city integration and operations through integrated, multi-agency coordination platform
- Who can develop Standard Operating Procedures for the various components of the project
- Who brings forth expertise for traffic management, incident and emergency management
- Who has experience implementing surveillance system including ITMS coupled with using the said systems efficiently through data analytics
- Who has a quality control plan in place to demonstrate that all equipment is tested and passed prior to shipping

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

- Who is capable of providing high quality installations of the project equipment
- Who is capable of maintaining and operating the complex smart city systems to provide maximum decision making support and performance of the systems
- Who will strongly build capacity of various stakeholders for efficient operations and management of the proposed solutions

This tender is designed to provide interested bidders with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Bidders are at liberty and are encouraged to expand upon the specifications to evidence superior bid understanding and service capability.

2 Instruction to Bidders

2.1 General Information and Guidelines

2.1.1 RFP Format

The Request for Proposal (RFP) consists of 3 (Three) Volumes viz.

1. RFP Volume I: Instruction to Bidders
2. RFP Volume II: Scope of Work
3. RFP Volume III: Master Service Agreement

2.2 Purpose

ISCDL seeks the services of a reputed IT company, for “Request for Proposals for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore”. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals.

The detailed scope of work is provided in RFP Vol-II.

2.2.1 Consortium

- i. The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- ii. No Bidder or member of a Consortium (including shareholders of the Bidder or each member of the Consortium) shall submit another Proposal under this RFP either individually or as a member of another JV/Consortium. If any Bidder or member of a Consortium (including shareholders of the Bidder or member of the Consortium) submits or participates in more than one Proposal, then all such Proposals with the Bidder's or Consortium member's participation shall be rejected and the Bidder shall stand disqualified.
- iii. No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of ISCDL.
- iv. No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.
- v. In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
 - a) Number of members in a consortium shall not exceed 3 (Three) including the Lead Member or MSI;
 - b) Members of the Consortium shall nominate one member as the Lead Member
 - c) The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.
 - d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.

- e) Members of the Consortium shall submit a declaration as set out in Annexure 1.4 inter alia consisting of the following:
- Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
 - Undertake that each of the members of the Consortium shall have an definite and clarity of scope of work which was allocated as per each member's field of expertise
 - Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
 - Commit to the profit and loss sharing ratio of each member
 - Include a statement to the effect that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Agreement/Contract until the completion of the project in accordance with the Agreement/Contract;
 - Undertake that all Members shall comply with all lock-in requirements set forth in the RFP.
- f) The technical and commercial capacity and Net Worth of the Members shall satisfy the conditions of eligibility as prescribed in this RFP;
- g) Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of ISCDL. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of ISCDL. In the event ISCDL does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.
- h) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium

2.2.2 Sub-Contracting

The bidder would be allowed to sub-contract work, including for the following:

- Cabling and fixtures work, and all electrical & civil work (if any) during implementation
- Technical Staff at Command & Control Centre (If any).

The MSI/Consortium Partners may subcontract/outsourcing the OEM services like system configurations, commissioning, product servicing and up gradation support during O&M period from OEMs only.

Sub-contracting shall be allowed only with prior written approval of ISCDL. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the MSI. ISCDL will have rights to reject the proposed sub-contracting agency without giving any reason.

The MSI shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to ISCDL.

2.2.3 Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid without any prejudice.

2.2.4 Bid Price

- i. Commercial Bid shall be as per the format provided in Annexure 2. Bidders shall give the required details of all applicable taxes (except GST), duties, other levies and charges etc. in respect of direct transaction between ISCDL and the Bidder.
- ii. Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.
- iii. Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. However, any changes in exchange rates, duties and taxes should be adjusted accordingly as these are beyond the control and changes as per government regulations time to time. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected. For evaluation purpose, quoted price, exclusive of GST, shall be considered. However, if any, statutory variation like taxes/ duties/ levies or there is introduction of any new taxes/ duties/ levies by any state Government or central Government, that will considered separately as and when changes occurred.

2.2.5 Proposal Preparation Costs

- i. The bidder shall submit the bid at its cost and expense. ISCDL shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over ISCDL and ISCDL shall be at liberty to cancel any or all bids without giving any notice.
- ii. All materials submitted by the bidder shall be the absolute property of ISCDL and no copyright etc. shall be entertained by ISCDL.

2.2.6 Amendment of RFP Document

All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.

The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. ISCDL also reserves the right to amend the dates mentioned in this RFP.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, ISCDL, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of the www.mptenders.gov.in

2.2.7 Supplementary Information to the RFP

If ISCDL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum/addendum shall be deemed to be incorporated by this reference into this RFP.

2.2.8 ISCDL's Right to Terminate the Process

ISCDL may terminate the RFP process at any time and without assigning any reason. ISCDL reserves the right to amend/ edit/ add/ delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

2.2.9 Site Visit and Verification of Information

- i. The Bidder are encourage to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- ii. ISCDL will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives ISCDL adequate notice of not less than 5 (Five) days prior to such proposed visit.
- iii. No request for site visits shall be entertained and any visit arranged or scheduled a week before the deadline for the submission of the Bids and prior to the award of Contract.

2.2.10 Conflict of Interest

The Bidder is required to provide professional, objective, and impartial advice, at all times holding the ISCDL's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

The Bidder has an obligation to disclose to the ISCDL any situation of actual or potential conflict that impacts its capacity to serve the best interest of its ISCDL. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.

In the event of disqualification, ISCDL shall forfeit and appropriate the EMD, if available, with respect to pre-estimated compensation and damages payable to ISCDL for, inter alia, the time, cost and effort of ISCDL including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to ISCDL hereunder or otherwise.

Conflict between consulting activities: a firm that has been engaged by the ISCDL to provide goods, works, or non-consulting services for a project, or any of its affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation

Conflict among consulting assignments: a Bidder (including its experts and sub-bidders) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another ISCDL

Relationship with the ISCDL's staff: a Bidder (including its experts and sub-bidders) that has a close business or family relationship with a professional staff of the ISCDL (or of the ISCDL, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved

2.2.11 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, ISCDL shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, ISCDL shall, without prejudice to its any other rights or remedies, forfeit

and appropriate the EMD or PBG, as the case may be, with respect to pre-estimated compensation and damages payable to ISCDL for, inter alia, time, cost and effort of ISCDL, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

- b. Without prejudice to the rights of ISCDL under Clause above and the rights and remedies which ISCDL may have under the LOI or the Agreement, if a Bidder is found by ISCDL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by ISCDL during a period of 3 years from the date such Bidder is found by ISCDL to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "corrupt practice" means (1) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ISCDL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ISCDL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (2) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of ISCDL in relation to any matter concerning the Project;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by ISCDL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.2.12. Key Requirements of the Bid

2.2.11.1 RFP Document/Tender Fee

RFP can be downloaded from the website www.mptenders.gov.in. RFP Document Fee of Rs. 50, 000 (Rupee Fifty Thousand Only) shall be paid through online e-Tendering Payment Gateway only. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

2.2.11.2 Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a Bidder is required to submit EMD of Rs. 50 Lakhs (Rupees Fifty Lakhs Only) through the online system only on the e-tendering portal (www.mptenders.gov.in) against the said RFP.
1. The Unsuccessful Bidder’s EMD will be returned within 90 days from the date of opening of the financial proposal. The Bid Security, for the amount mentioned above, of the successful bidder would be returned after 30 days upon submission of Performance Bank Guarantee for an amount equal to 10 % of Total Contract Value in the format provided in Annexure 7 of the RFP.
2. No interest will be paid by ISCDL on the EMD amount and EMD will be refunded to the all Bidders (including the successful bidders) without any accrued interest on it
3. The Bid submitted without EMD, mentioned above, will be summarily rejected
4. The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - d. If, during the bid process, any information is found false/fraudulent/mala-fide, and then ISCDL shall reject the bid and, if necessary, initiate action.
5. The decision of ISCDL regarding forfeiture of the EMD shall be final and binding upon bidders.

2.3 Bid Submission Instructions

2.3.1 Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

2.3.2 Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in four covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Cover 1	Proof of submission of RFP Document Fee and Scanned copy of EMD
Cover 2: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 1 of the RFP Technical Proposal should be submitted through online bid submission process and also in Hard Copy as per mentioned in the NIT.
Cover 3: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Annexure 2 of the RFP. Financial Proposal should be submitted through online bid submission process only.

Note: ISCDL will conduct the bid evaluation based on documents submitted through online e-tendering portal.

2. The following points shall be kept in mind for submission of bids;
 - a. ISCDL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
 - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
 - c. ISCDL may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

- d. Technical Proposal shall not contain any financial information.
- e. If any Bidder does not qualify the eligibility criteria stated in Section 2.3.16 of this RFP, the financial proposals of the Bidder shall not be opened in the e- Tendering system.
- f. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which ISCDL reserves the right to reject the proposal.

2.3.3 Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e- Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the date of submission of the bid.

Late submission will not be entertained and will not be permitted by the e-Procurement Portal.

The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

Authority shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.

Authority reserves the right to modify and amend any of the above-stipulated condition/ criterion.

2.3.4 Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period. Any Bids withdrawn shall not be opened and processed further.

2.3.5 Non-conforming Bids

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a) If it does not comply with the requirements of this RFP
- b) If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of ISCDL

2.3.6 Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at ISCDL's discretion.

2.3.7 Authentication of Bid

Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

The Bidder should submit a Power of Attorney as per the format set forth in Annexure 5, authorising the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format set forth in Annexure 5.

2.3.8 Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite tender fees, EMD and documents
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f. Financial bid is enclosed with the same document as technical bid.
- g. Bidder tries to influence the bid evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process
- h. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately
 - i. If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified

2.3.9 Acceptance/Rejection of Bids

- a. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

- c. Authority reserves the right to reject the Bid and forfeit the EMD.

2.3.10 Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

2.3.11 Evaluation Process

- a) ISCDL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b) The BEC constituted by ISCDL shall evaluate the responses to the RFP all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/discussion with the Committee.
- d) The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- e) The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g) Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

2.3.12 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful Lead bidder and Consortium members who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA).

2.3.13 Bid Opening

- a) Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b) ISCDL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c) Bid opening shall be conducted in 2 (Two) Stages;

- i Stage 1 - RFP Document fee & Bid Security/EMD, Technical Proposal
 - ii Stage 2 - Financial Proposal
- d) The venue, date and time for opening the Technical Proposal are mentioned in the Tender Notice in the RFP Volume I. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e) The Financial Proposals of only those bidders will be opened who meets all eligibility criteria as per section 2.3.16.
- f) The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for ISCDL, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, ISCDL will continue process and open the bids of the all bidders
- g) During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. ISCDL has the right to reject the bid after due diligence is done.

2.3.14 Evaluation of Technical Proposals

- a) Authority shall open document no.1 named “RFP Document Fee and Earnest Money Deposit (EMD)”. If the contents of the **document** are as per requirements of the RFP, Authority shall open document no. 2 marked “Technical Proposal”. ***Each of the Criteria mentioned in Section 2.3.16 of the RFP is MANDATORY.*** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Technical proposal **MUST** contain all the documents in compliance with instructions given in the [Annexure 1](#).
- c) Response to the eligibility requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Section 2.3.16 of the RFP.
- d) Authority will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at ISCDL’s discretion.
- e) Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the Annexure 1 and criteria as mentioned in Section 2.3.16 of the RFP.
- f) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and completion certificates, client contact information for verification, and all others components) as required for technical evaluation.
- g) At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- h) Authority reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- i) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- j) ISCDL reserve the right to accept or reject any or all bids without giving any reasons thereof.
- k) ISCDL shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

2.3.15 Financial Proposal Evaluation

- a) Financial Proposals for the technically qualified bidders will then be opened online on the notified date and time.
- b) Financial Proposals that are not meeting the condition mentioned in [Annexure 2](#) shall be liable for rejection.
- c) Total Cost of Bid (TCB) shall be calculated based on the financial format given in [Annexure 2.2](#) of the RFP.
- d) Arithmetical errors will be rectified on the following basis:

- i. 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. If there is a discrepancy between words and figures, the amount in words will prevail.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals and the total mentioned, the subtotals shall prevail and the grand total shall be corrected
- iii. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

2.3.16 Eligibility Criteria

The proposal failing to meet any of the below eligibility criteria shall be disqualified and will not be considered for financial evaluation process.

#	Basic Requirement	Specific Requirements	Documents Required
PQ 1	Legal Entity	<p>The Prime Bidder or Consortium</p> <ul style="list-style-type: none"> • Maximum 2 companies are allowed in a consortium including Lead Member • Lead Member should be registered in India under Companies Act 1956/2013 or as amended and should have been in operation for at least 5 years as on date of submission of the bid • Other consortium members either should be registered in India under Companies Act 1956/2013 or as amended OR Registered Abroad under corresponding Act 	<ul style="list-style-type: none"> • Copy of certificate of Incorporation/Registration under Companies Act 1956 / 2013 (for Indian companies) • Global companies to provide equivalent proof of incorporation/registration • A written undertaking from each of the consortium members, in case of a consortium, duly signed by the authorized signatory, holding a written power of attorney/ letter of authorization for this bid on a stamp paper, authorizing the lead bidder to incur liabilities and receive instructions for and on behalf of any and all consortium members, and the entire execution of the Contract, including but not limited to the payments.
PQ 2	Turnover	<p>The Sole Bidder / Lead member of Consortium should have minimum average annual Turnover of INR 75 Crore for the last 3 (Three) audited financial years (2016-17, 2017-18, 2018-19) from the business area of ICT Infrastructure / IT System Integration Services.</p> <p>In case of Consortium, the other consortium member should have minimum average annual Turnover of INR 15 Crores for the above given criteria's of financial years and business areas.</p>	<ul style="list-style-type: none"> • Audited financial statements for last three Financial Years. • Statutory auditor's/CA's certificate clearly specifying the annual turnover for the specified years. • MoA/AoA shall be submitted showing the area of business.

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

#	Basic Requirement	Specific Requirements	Documents Required
PQ 3	Net Worth	The Sole Bidder or the Lead Member of consortium should have positive net worth of Rs.30 Cr as per the audited consolidated financial statements in each of the last 3 (Three) financial years 2016-17, 2017-18 & 2018-19,	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor/CA on net worth.
PQ 4	Project Experience	<p><u>Experience A</u> The Sole Bidder or its Quoted OEM should have demonstrable expertise and experience in implementing Traffic Enforcement/ Management System in last 5 years (as on publication of bid).</p> <p><u>Experience B</u> The Sole Bidder or its consortium member or OEM should have demonstrable expertise and experience in implementing ATCS System in last 5 years</p> <p><u>Experience C</u> The Sole Bidder or its consortium member or OEM should have demonstrable expertise and experience in implementing command center System in last 5 years</p>	<p>1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order with value excluding civil/mechanical/ HVAC works; Or,</p> <p>2. Completion/Commission Certificate issued/Self certificate signed by the authorized signatory. If it is outsourced project, completion of particular milestone from end user along with MSI letter for completion should be submitted.</p> <p>OR</p> <p>Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorized signatory for this bid holding written special power of attorney / Letter or authorization along with the official contact details of the competent authority of the client entity along with Work Order. The Client reserves the right to contact the afore mentioned competent authority. In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful commissioning and in-operation status of a part of the order meeting the requirement along with certificate from statutory auditor certifying receipt of 50% of CAPEX cost/fee.</p>
PQ 5	Blacklisting	As on date of submission of the proposal, the Prime Bidder or the Lead Member and each members of the consortium member, in case of a Consortium, should not have been blacklisted by	<p>Undertaking by the authorized signatory as per the format given as <Annexure 3></p> <p>The Sole Bidder or the Partner In charge and all other Members of Consortium:</p>

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

#	Basic Requirement	Specific Requirements	Documents Required
		Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	1. Company Secretary / Self certified letter of undertaking to this effect on the letter head, signed by bidders' authorized signatory. 2. In case of consortium, this needs to be provided by each of the consortium member.
PQ 6	Certifications	The Sole Bidder or any member of consortium should possess below three (3) Certifications which are valid at the time of bid submission: <ul style="list-style-type: none"> • ISO 20000:2011 for IT Service Management • ISO/IEC 27001:2013 for Information Security Management System <ul style="list-style-type: none"> ▪ • CMMi level 3 and above 	Copies of the valid certificate in the name of the Bidder.

Note: Bidders need to ensure compliance to all the eligibility criteria points. Also, all the required documents should be properly annexed as indicated above along with an Index Page. Bidders meeting all eligibility criteria of Pre- Qualification Stage will be shortlisted for the Technical Qualification Stage.

- For projects where fee has been received in any currency other than Indian Rupees, than the foreign currency conversion rate available on Reserve Bank of India's portal as on the date of technical bid opening shall be used for conversion of amount in foreign currency to Indian Rupees equivalent.
- Projects executed for bidder's own or bidder's group of companies shall not be considered.
- MSI will be selected based on meeting all eligibility criteria and Least Cost.

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

2.3.16.1 Team Requirement Matrix

#	Resource Role	Other Requirements
1.	Team Leader-cum-Program Manager	a) Educational Qualification: <ul style="list-style-type: none"> • BE/B. Tech/MCA with MBA b) Certification: <ul style="list-style-type: none"> • PMP / Prince 2 (P) Certification c) Work experience in the capacity of Project/Program Manager in ICT implementation Projects with 10 years of experience. d) Project/Program management Experience in ICT implementation Project (Command Control Centre /Intelligent Integrated Traffic Management System/Smart Parking Management System)
2.	Solution Architect	a) Educational Qualification and Work experience: <ul style="list-style-type: none"> • BE / B. Tech with 6 years of work experience and 2 years as solution Architect
3.	Database Expert	a) Educational Qualification and Work experience: <ul style="list-style-type: none"> • BE / B. Tech with 5 years of experience and 3 years as database expert
4	System Expert	a) Educational Qualification: BE / B. Tech / MCA or equivalent b) Certification: Any in System Administration c) Work experience in the capacity of System Administrator: 5 years and above
5	Network and Security Expert	a) Educational Qualification: BE / B. Tech / MCA or equivalent b) Certification: Any in Network Administration c) Work experience in the capacity of Network Expert: 5 years and above
6	ITMS Expert	a) Educational Qualification: BE / B. Tech / MCA or equivalent b) Work experience in the capacity of ITMS Expert: 5 years and above

- CVs needs to be provided in the format provided as Annexure 1.7 in the RFP Volume I. Deviation from prescribed format shall attract rejection of the CV.
- Deployment of key experts shall be as per the deployment plan provided in this RFP.

2.3.17 Key Personnel

ISCDL has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as “Key Personnel”). Details of these key positions are provided in Section 2.3.18.

2.3.17.1 Initial Composition; Full Time Obligation; Continuity of Personnel

MSI shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.

MSI shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires. In any such case, the ISCDL's prior written consent would be mandatory.

2.3.17.2 Evaluations

MSI shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. ISCDL shall provide reasonable written notice to ISCDL of the date of each evaluation of each member of the Key Personnel. ISCDL shall be entitled to provide inputs to the MSI for each such evaluation. MSI shall promptly provide the results of each evaluation to ISCDL, subject to Applicable Law.

2.3.18 Replacement

- a) In case any proposed resource resigns, then the MSI has to inform ISCDL within one week of such resignation.
- b) MSI shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by MSI to ISCDL.
- c) Before assigning any replacement member of the Key Personnel to the provision of the Services, MSI shall provide ISCDL with:
 - A resume, curriculum vitae and any other information about the candidate that is reasonably requested by ISCDL; and
 - An opportunity to interview the candidate.
- d) The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the MSI and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of Key Personnel shall be permitted subject to reduction of payment equal to 0.25% of the subsequent milestone payment for each replacement.

- e) If ISCDL objects to the appointment, MSI shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.
- f) MSI needs to ensure at least 4 weeks of overlap period in such replacements. ISCDL will not be responsible for any knowledge transition to the replacement resource and any impact / escalation of cost incurred by the MSI due to resource replacement.
- g) Without prejudice to other clauses mentioned in this section, ISCDL can ask for replacement of any Resource deployed on the project and the MSI shall replace such resource within 15 days of such communication received from the ISCDL. No deduction of payment as mentioned in sub-clause (d) shall be applicable in this case.

2.3.19 Eligible Goods and Services, and OEM Criteria

- a) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) The components (including but not limited to CCTV Cameras, Video Management System Software, ANPR Cameras & Solution, RLVD Solution, Edge Level (Field) Switches, Data Centre Switches & Routers, Servers, Storage, Racks, Desktop PC and Workstations etc.) should have existing registered service/support centre or establish in India within 30 days of award of contract. The Bidder should submit an undertaking from the OEM to that effect. The OEM of active devices including Data centres, network to be quoted by the bidder should have local Technical Assistance Centre (TAC) support in India through a toll free number and should be able to log a call 24x7 via phone, email or website for technical assistance.
- c) All CCTV Cameras, Video Management System, Video Analytics Solution/Software and any video/image processing solution within overall project offering should be ONVIF Core Specification ‘2.X’ or ‘S’ compliant and provide support for ONVIF profiles such as Streaming, Storage, Recording, Playback etc.
- d) During the Demonstration/testing of the field components at technical evaluation stage, the Technical Committee will give special attention to verify the quality, robustness and appropriateness of the proposed camera/other equipment for field scenario/conditions. If any brand / product are found un-suitable, Bidder may get dis-qualified or may be asked to replace the product with better brands meeting the tender requirements, without any change in commercial bid.
- e) For each of the goods/products, bidder shall quote only one specific make and model from only one specific OEM. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.

- f) The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 5 (Five) years as on the date of release of the RFP.
- g) All the OEMs should have authorized presence (for sale or service) in India either directly or through channel partner(s) as on the date of release of RFP.
- h) The OEM for all active components should give a declaration that products or technology quoted are neither end of- sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project as Annexure 1.10 in the RFP.
- i) The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- j) **Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal by the Bidder.**

2.3.20 Award of Contract

2.3.20.1 Award Criteria

- a) The bid of the bidder who quoted the lowest will be treated as the L1 bid and the contract will be awarded to that Bidder. The Successful Bidder shall be notified on its selection in writing or by fax or email. The Successful Bidder shall also be issued Letter of Acceptance confirming its selection.
- b) In the event that two or more Bidders quoted the equal amount, the Bidder having more Financial net worth at the end of financial year 2018-19 shall be identified as the Successful Bidder.
- c) In the event that the L1 Bidder withdraws or is not selected for any reason in the first instance (the **"first round of bidding"**), the Authority may invite the L2 Bidder for consideration as Successful Bidder;
- d) After selection, a Letter of Award (the **"LOA"**) shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- e) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Bidder to submit the Performance Bank Guarantee and execute the Agreement with the Authority within Fifteen (15) days of the issue of LOA.
- f) ISCDL reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any

obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action

2.3.21 Letter of Acceptance

Prior to the expiration of the period of bid validity, ISCDL will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Band Guarantee, ISCDL will promptly notify each unsuccessful bidder.

2.3.22 Signing of Contract

ISCDL shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with ISCDL within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by ISCDL.

On receipt of the Performance Bank Guarantee, Authority or the agency designated by Authority shall enter into a contract with the successful bidder. The Master Service Agreement is provided in RFP Volume III.

2.3.23 Failure to Agree With the Terms & Conditions of the RFP / Contract

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event ISCDL may invite the next best bidder for negotiations or may call for fresh RFP.

2.3.24 ISCDL's Right to Accept any Bid and to Reject any or All Bids

ISCDL reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for ISCDL's action.

2.3.25 Performance Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 10% of contract value to ISCDL, **valid till Go-Live plus 3 months. A separate irrevocable Performance Bank Guarantee (PBG) of amount equivalent to 10% of OPEX value valid till O&M period plus 3 months to be submitted before Go-Live.**
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in <Annexure 7>, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the MSI.

- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by ISCDL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid only up to a period of six months after the contract completion period.
- e) In case the project is delayed beyond the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the MSI till completion of scope of work as mentioned in RFP Volume II.
- f) In the event of the Bidder being unable to service the contract for whatever reason ISCDL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of ISCDL under the contract in the matter, the proceeds of the PBG shall be payable to ISCDL as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. ISCDL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) ISCDL shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by ISCDL, Contract Completion Certificate shall be issued and the PBG would be returned to the MSI.

2.3.26 Risk Purchase

In the event of failure to adhere to the delivery job/work schedule, ISCDL shall have the right to get the job done or performed from alternate sources at the risk and cost of the MSI and the excess expenditure on account of this shall be recovered from PBG or pending bills or by raising a separate claim.

2.3.27 Right to Vary Quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If ISCDL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

2.3.28 Warranty & Maintenance

- a) MSI shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of 84 (Eighty Four) months from the date of Go-Live.
- b) During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- c) ISCDL or designated representatives of the bidder shall promptly notify MSI in writing of any claims arising under this warranty. Upon receipt of such notice, the MSI shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to ISCDL and within time specified and acceptable to ISCDL.
- d) If the MSI, having been notified, fails to remedy the defect(s) within the period specified in the contract, ISCDL may proceed to take such reasonable remedial action as may be necessary, at the MSI's risk and expense and without prejudice to any other rights, which ISCDL may have against the bidder under the contract.
- e) During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to ISCDL.

The Successful Bidder/MSI hereby warrants ISCDL that:

- The implemented solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- The proposed solution shall achieve parameters delineated in the technical specification/requirement.
- The successful bidder shall be responsible for warranty services from licensors of products included in the systems.
- The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

2.3.29 Change of Consortium Member

Consortium member other than the MSI may be changed only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member etc. and that too only with the prior written approval of ISCDL.

Provided that in the event of any such approved change of Consortium members, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the

satisfaction of ISCDL. In the event ISCDL does not grant approval for the change of the Consortium member other than the MSI or suitably qualified replacement member (companies) are not available/ found, the exit of the Consortium member (other than the MSI) shall constitute a breach of the contract.

2.3.30 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may call for new bids. In such a case, Authority shall invoke the PBG and/or forfeit the EMD.

Annexure 1 - Guidelines for Technical Proposal

Annexure 1.1 - Check-list for the Technical Proposal

Sr.	List of Documents	File Name & Page No.	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD submitted			
2.	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars (To be submitted by all consortium members and sub-contractors) As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Consortium Agreement (In case of consortium) As per format provided at Annexure 1.4			-
5.	Power of Attorney (PoA) / Letter of Authorization in favour of Authorized signatory As per format provided at Annexure 5			Date of PoA / LOA: Name of Authorize Person:
6.	Declaration for not blacklisted by Central/State Government / PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices, in past 3 (Three) years. As per format provided at Annexure 3			Reference No: Date of Letter:
7.	Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or corresponding Act in abroad Consortium agreement clearly stating the roles and responsibilities of each member (If any)			Registration Number: Date of Incorporation:
8.	Certificate from the Statutory Auditor / CA on turnover details from the "business areas" over the last 3 (Three) financial years 2016-17, 2017-18 and 2018-19			Year-wise details of turnover

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Sr.	List of Documents	File Name & Page No.	Submitted (Y / N)	Description
9.	Certificate from the Statutory Auditor / CA on net worth			Total Positive Net worth (In Rs.): Certificate Date:
10	Project experience (s)			Refer Section 2.3.16 (PQ4)
11	Valid Copy of certificates in the name of the Sole Bidder or the Lead Member of consortium, in case of a Consortium			Name of Certificate: Issued By: Issuing Date: Validity Date:
12	Valid Copy of proof to validate that the Sole Bidder or the Lead Member of consortium, in case of a Consortium, should have office in the State of Madhya Pradesh or should furnish an undertaking that the same would be established within 60 days of signing the contract, if project is awarded.			Office address details with valid government supporting OR Undertaking from authorized signatory to open the local office within 60 days of signing the contract, if project is awarded
13	Structure for Proposed Solution As per format provided at Annexure 1.6			
14	CVs of Proposed Project Team As per format provided at Annexure 1.7			
	Program Manager			
	Solution Architect			
	Database Expert			
	Security Expert			
	Intelligent Traffic Management Expert			
	Network Expert			
15	Format for Proposed Project Team As per format provided at Annexure 1.8			

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

Sr.	List of Documents	File Name & Page No.	Submitted (Y / N)	Description
16	Undertaking-Technical Support Arrangement with OEM As per format provided at Annexure 1.9			
17	The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality.			Letter number and date for declaration:
18	The OEM for each products or solutions quoted should be in the business of that product or solution or technology for at least 5 (Five) years as on the date of release of the RFP.			Letter number and date for declaration by the OEM:
19	All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.			Letter number and date for declaration by the OEM:
20	The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.			Letter number and date for declaration:
21	OEM Authorization Letter As per format provided at Annexure 1.10			Name of OEM (s): Letter No.- Date of Letter:
22	Total Responsibility Declaration As per format provided at Annexure 1.11			-
23	Declaration of Data Security As per format provided at Annexure 6			-

Annexure 1.2 - Technical Proposal Cover Letter

(To be submitted on the letterhead of the bidder)

Date:

To

**Chief Executive Officer
Indore Smart City Development Limited
Indore, Madhya Pradesh**

Subject: Bid for “Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second-Call)

RFP Reference No: <Reference Number>

Dear Sir,

With reference to your “Request for Proposals for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore”, we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, 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 [] online through e-Tendering Portal (www.mptenders.gov.in).
- 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 180 days from the date of opening of the 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:
 - To supply the products and commence services as stipulated in the RFP document
 - To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

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- We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes (excluding GST), levies discounts etc.
 - We confirm that our financial proposal has adhered to the mandatory ceiling for CAPEX bid price i.e. 75% of total bid price to be offered for this tender.
 - 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 Annexure 7 of the RFP Volume I.
- 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 by email at

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name Designation

Seal

Date: Place:

Business Address:

Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

Sr.	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's GST Registration No.	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory Name

Seal

Annexure 1.4 - Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

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

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2020 at

[Place] among

..... (hereinafter referred to as " ") and having office at [Address], India, as Party of the First Part and

..... (hereinafter referred as " ") and having office at [Address], as Party of the Second Part and

The parties are individually referred to as Party and collectively as Parties.

WHEREAS ISCDL, has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in Request for Proposal for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore:

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 "Request for Proposals for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore" as a Consortium.
 - Sign Contract in case of award.
 - Provide and perform the supplies and services which would be ordered by the Authority 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 Authority for "Request for Proposals for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for Indore" 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 Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.

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- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
- v. To ensure the technical, commercial and administrative co- ordination of the work package
 - To lead the contract negotiations of the work package with the Authority.
 - The Lead Member 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 Authority and the Parties to execute the Contract
- vi. That the Parties shall carry out all responsibilities as developer in terms of the Project Agreement.
- vii. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A:

Party B:
- viii. 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.
- ix. That this MoU shall be governed in accordance with the laws of India and courts in Madhya 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 MoU duly executed on the date and year above mentioned.

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

- i.
- ii.

Annexure 1.5 - Format for Project Citation

Particulars	Details	Attachment Ref. Number
Name of the project		
Client for which the project was executed		
Project Details		
Description of the project		
Scope of services		
Total cost of the project		
Duration of the project (no. of months, start date, completion date, current status)		
Letter from the client to indicate the successful completion of the projects (if any) / Or Self Certificate		
Copy of Work Order/Agreement		

Note: Bidder is required to use above formats for all the projects referenced by the bidder for the technical qualification criteria

Annexure 1.6 - Structure of Proposed Solution

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/approach components while detailing out their solution. The following components are indicative and bidders may provide addition points which add value to the proposed solution.

1. Understanding of requirement and Implementation approach
 - Understanding of requirements
 - Proposed Architectures and its components
 - Work Plan & its adequacy
2. Proposed solution & Implementation Strategy
 - Unpriced Bill of Material
 - End to end integrated solution design and architecture
 - Features of the proposed applications, data management and analytics
 - Select case studies of implementation of proposed applications meeting similar requirements
 - Recommended Hardware and Software details, Proposed strategy and integration approach encompassing all solutions (with ICCC and police e-Chalan system)
 - Timelines and modalities for implementation in a time bound manner
 - Project implementation approach, strategy and operations & maintenance plan including comprehensiveness of fall-back strategy and planning during rollout
 - Any other area relevant to the scope of work and other requirements of the project
3. Assessment of Manpower deployment, Training and Handholding plan
 - Deployment strategy of Manpower
 - Contingency management
 - Mobilization of existing resources and additional resources as required
 - Training and handholding strategy
4. Project Monitoring and Communication Plan– Bidder’s approach to project monitoring and communications among stakeholders.
5. Risk Management Plan – Bidder’s approach to identify, respond / manage and mitigate risks
6. Quality Control plan - Bidder's approach to ensure quality of work and deliverables
7. Operation and Maintenance Plan
8. Escalation matrix during contract period

Note:

- All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.
- Inadequate information shall lead to disqualification of the bid.

Annexure 1.7 – Format for CV of Key Personnel – As per Bidders format

1	Name of the Staff				
2	Current Designation in the Organization				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education				
7	Summary of Key Training and Certifications				
8	Countries of Work Experience				
9	Language Proficiency	Language	Reading	Writing	Speaking
10	Employment Record (For the total relevant experience)	From / To:			
		Employer:			
		Position Held:			
11	Total No. of Years of Work Experience				
12	Total No. of Years of Experience for the Role proposed				
13	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)				
	Name of assignment or project:				
	Year :				
	Location:				
	Client:				
	Main project features:				
	Positions held:				
14	<p>Certifications</p> <p>I, the undersigned certify that:</p> <p style="padding-left: 40px;">To the best of my knowledge and belief, this CV correctly describes me, my Qualifications, and my experience. Yes/No</p> <p>I understand that my willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Name & Signature (Authorized Representative)</p>				

Annexure 1.8 – Format for Proposed Project Team

Implementation

Sr.	Proposed Role	Resource Name	Qualification	Experience	Area of Expertise	Task Assigned	Time committed for the engagement
1.	Team Leader-cum-Program Manager						
2.	Solution Architect						
3.	Database Expert						
4.	Security Expert						
5.	Intelligent Traffic Management Expert						
6.	Network Expert						
7.						

Note: The above list of project team personnel provided by the bidder shall have the specialised experience as per the requirement of Scope of work.

O&M

Sr.	Proposed Role	Resource Name	Qualification	Experience	Area of Expertise	Task Assigned	Time committed for the engagement
1.	Team Leader-cum-Program Manager						
2.	Database Expert						
3.	Security Expert						
4.	Intelligent Traffic Management Expert						
5.	Network Expert						

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For Resources proposed for O&M phase, following minimum qualification and Experience would be required -

Sr.	Proposed Position	Education, Experience & Other Requirements
1.	Team Leader-cum-Program Manager	Same as proposed for the Implementation Phase
2.	Database Expert	a) Educational Qualification: BE / B. Tech / MCA or equivalent b) Certification: Any in Database (from the proposed OEM for this project) c) Work experience in the capacity of DBA – 5 years and above
3.	Security Expert	a) Educational Qualification: BE / B. Tech / MCA or equivalent b) Certification: Any in Software Security (CISM, CISSP, CompTIA Security+) c) Work experience in the capacity of Security Expert: 5 Years and Above d) Work experience as Security Expert: Minimum one IoT related project
4.	Intelligent Traffic Management Expert	a) Educational Qualification: BE / B. Tech / MCA or equivalent b) Certification: Any in System Administration c) Work experience in the capacity of System Administrator: 5 years and above
5.	Network Expert	a) Educational Qualification: BE / B. Tech / MCA or equivalent b) Certification: Any in Network Administration c) Work experience in the capacity of Network Expert: 5 years and above

Annexure 1.9 – Undertaking - Technical Support Arrangement with OEM

<< To be printed on letter head of Sole Bidder or Lead Member in case of consortium and Signed by Authorized Signatory>>

Date:

To:

**Chief Executive Officer
Indore Smart City Development Limited
Indore, Madhya Pradesh**

Dear Sir,

Subject: Request for Proposals for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second-Call) - Technical Support Arrangement with OEM

We, the undersigned, having read and examined the requirements of the project, have licensed all our products /COTS that should complement the solution in the best possible way and that all the business and functional requirements should be fulfilled either by the products/COTS or through customizations.

We have/will enter(ed) into requisite arrangements with the OEMs for the following:

- Professional Services and Technical Support: We confirm that we have chosen the products from OEMs who have professional support services in India (or through their authorized channel partners). These professionals shall be made available as and when required for supporting all technical aspects of project implementation, solution maintenance and support during entire period of Project including extended period if any as stated in RFP. This does not include web support or remote support.
- Vetting of solution: We confirm that OEM's support should be taken for vetting of the technical solution as proposed and implemented. In case there are multiple OEM's, I/We shall take individual OEM support for vetting of their respective technical solution.
- It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which shall be required in this connection.
- Summary of Arrangement with OEMs for implementation and operations support

(Signature of the Authorized signatory of the Bidder) Name:

Designation: Seal:

Date: Place:

Business Address:

Annexure 1.10 – Format for OEM Authorization

(This form has to be provided by the OEMs of the products proposed)

Date:

To,

**Chief Executive Officer
Indore Smart City Development Limited
Indore, Madhya Pradesh**

RFP Ref: <>

Dear Sir,

We....., (name and address of the manufacturer) who are established and reputed manufacturers of (name of the products) for years of presence in India and having factories/development centres at (address of manufacturing / development locations) do hereby authorize M/s (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the following equipment / software manufactured / developed by us –

1.
2.
3.

We give the undertaking that proposed products & solutions (please name the products & solutions) are fully compliant to the specifications published in the RFP.

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 5 years from the date of Submission of the Bid.

Yours faithfully,

(Name of the authorized signatory, Designation, Contact number & Address)

Note:

1. This letter of authority should be on the letterhead of the OEM and should be signed by an authorized signatory of the OEM.
2. OEMs need to give compliance on functional & technical specifications mentioned in the RFP of their proposed products and solutions on the letterhead duly signed by an authorized signatory of the OEM.

Annexure 1.11 - Total Responsibility Declaration

This is to certify that I undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP within the duration mentioned in the RFP.

(Authorised Signatory) Signature:

Name:

Designation:

Address:

Seal:

Date:

Annexure 1.12 – 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							
Sl. No.	Items of Activity	Week-wise Program till implementation and thereafter month-wise program for O & M phase					
		1	2	3	4	5
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						

Annexure 1.13 – Manpower Deployment Plan

I. Till Go-Live (Implementation)

Manpower distribution									
Sl. No.	Role	Month wise time to be spent by each personnel (in days)						Total	
		Month 1	Month 2	Month 3	Month 4	Month 5	-----		
1	<i>Team Leader-cum-Program Manager</i>								Onsite
2	<i>Solution Architect</i>								Onsite
3	<i>Database Expert</i>								Onsite
4	<i>Security Expert</i>								Onsite
5	<i>Intelligent Traffic Management Expert</i>								Onsite
6	<i>Network Expert</i>								Onsite

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

II. After Go-Live (Operation & Maintenance phase)

Sl. No.	Role	Month wise time to be spent by each personnel (in days)					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
1	Team Leader-cum-Program Manager						
2	Database Expert						
3	Security Expert						
4	Intelligent Traffic Management Expert						
5	Network Expert						
6							
7							
8							
9							
10							
TOTAL							

Annexure 2 – Guidelines for Financial Proposal

Annexure 2.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the Sole of Bidder or Lead Member in case of consortium)

Date:

To

**Chief Executive Officer
Indore Smart City Development Limited
Indore, Madhya Pradesh**

Subject: Bid for “Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second-Call)”

RFP Reference No: <Reference Number>

Dear Sir,

1. We, the undersigned bidder, Having read & examined in detail, the bidding document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes (except GST)/duties as mentioned in the financial bid (BoQ).
3. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
4. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
5. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by ISCDL;
6. I/We understand that any additional hardware and software required to make the entire solution operational shall have to be provided by us.
7. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
8. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
9. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

10. I/ 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.
11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: Place:

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Annexure 2.2 - Financial Proposal Format & Instructions

To be submitted on e-Tendering Portal only (portal website)

RFP Reference No: <>

Cost for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second-Call)

Summary of Financial Proposal for Implementation of Command Control and Communication Centre for Indore Smart City

Sr.	Item	Reference Schedule	Amount with all Taxes & Duties (INR) (Except GST)
1	Capital Expenditure (CAPEX)	Schedule A	
2	Operational Expenditure (OPEX) for 5 years	Schedule B	
Grand Total of CAPEX and OPEX (INR)			
Grand Total of CAPEX and OPEX (INR) (in Words)			

- CAPEX bid price proposed by the bidder shall not exceed 75% of total Bid price under any circumstances. In case the bidder quotes higher figures towards capital costs the same shall be restricted to 75% while making payments towards Capex. Any value quoted towards Capex over and above 75% limit will be paid in equal quarterly instalments during O&M along with quarterly payment for each quarter.
- A – Total CAPEX Bid Price
- B – Total OPEX Bid Price
- GT – Total Commercial Bid Price
- Prices indicated in the schedules shall be inclusive of all taxes (except GST), Levies, duties etc. The prices should also specify 5 years support cost as per provided formats.
- It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- Bidder shall not change UoM of any item in the financial bid under any circumstances
- ISCDL reserves the right to ask the MSI to submit proof of payment against any of the taxes, duties, levies indicated.
- ISCDL shall take into account all Taxes (except GST), Duties & Levies for the purpose of evaluation
- The actual quantity for the given items may vary. Payment shall be made based on unit cost quoted for the particular item on actual work/item undertaken/supplied.
- All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 5 (five) Years post Go-Live and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- Bidder should provide all prices as per the prescribed format under this Annexure 2.2.
- All the prices are to be entered in Indian Rupees and in the Indian Numerical format ONLY
- The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, ISCDL retains the right to negotiate this rate for future requirement
- The variation in individual item of quantities permitted, provided it shall not exceed $\pm 50\%$ in individual item of quantities. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limits.
- Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for entire duration of the contract.
- No claim shall be entertained or become payable for price variation of additional quantities
- Bidder shall be bound to give same or more % of discount on the list price of the OEMs on the future purchases (additional purchases within the contract period) by ISCDL. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
- ISCDL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to ISCDL.
- Line items mentioned in the Commercial Formats are for representation purpose and MSI may propose Higher or better technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

21. *No escalations of prices will be considered under any circumstances.*
22. *Bidders must carefully read the Scope, Technical & Functional Requirements and the SLAs mentioned in this RFP and accordingly propose the software, hardware, accessories and services and their respective quantities required to completely meet the requirements of this RFP. To meet the requirements of this RFP, no request for Change Order shall be entertained.*
23. *ISCDL may ask bidder to provide breakup of estimation sheet of each component.*
24. *ISCDL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.*
25. *The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by ISCDL whatsoever.*
26. *Bidder should refer the RFP Volume II for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.*
27. *Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.*
28. *Value quoted as total price must contain all the components/fixtures/ancillary/adjunct required for the successful implementation of the project. Nothing extra will be paid by the authority beyond the value quoted in the above form except GST.*
29. *ISCDL reserves the right to extend the O&M contract at price mutually agreed at the time of such extension.*
30. *25% of the procurement value for below mentioned item (or any item which the Ministry of Electronics and Information Technology (MeitY) has notified in the Policy for providing preference to domestically manufactured electronic products (PMA) on 23.12.2013.) should be from domestic manufacturer of electronic products. In case Bidder do not propose domestic manufacturer product for mentioned items, ISCDL will have right to change the same during procurement. In case none of the domestic manufacturer match discovered price of selected MSI, Purchaser (ISCDL) will continue with the proposed make and model of item. Bidder can propose other make and model from domestic manufacturer for these 25% of the items –*
 - *Bullet Cameras*
 - *Outdoor PTZ Cameras*
 - *ANPR Cameras*
 - *Fixed Bullet IR Cameras*
 - *Switches*
 - *L3 Switches*
 - *Switches/Router*
 - *Monitoring Workstations*

Thanking you,
Yours faithfully

Signature of the authorized representative of the Bidder on behalf of all consortium members, if any)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

Schedule A - Summary of Commercial Bid (CAPEX)

<< To be printed on the Lead Bidder's Letter Head and shall be signed by Authorized Signatory >>

Price Component for CAPEX

S.No	Item	Unit	Qty	Unit Rate (in Rs.)	Total CAPEX Price (in Rs.)
			(1)	(2)	(3) = (1) X (2)
A	ATCS (Adaptive Traffic Control System) for 24 Junction				
1	ATCS (Adaptive Traffic Control System) for a 3 arm - Junction with complete hardware and software including 4D forwarding Radar with proper certification, traffic controller, Pedestrian Walk Man, Disabled Friendly Audio Tactile Device, Pedestrian Stop Man, Detector, Network Switch, mounting infrastructure, UPS, Outdoor Cabinet with suitable mounting, earthing, surge protection arrangement, accessories etc. as required.	Junction	10		
2	ATCS (Adaptive Traffic Control System) for a 4 arm - Junction with complete hardware and software including 4D forwarding Radar with proper certification, traffic controller, Pedestrian Walk Man, Disabled Friendly Audio Tactile Device, Pedestrian Stop Man, Detector, Network Switch, mounting infrastructure, UPS, Outdoor Cabinet with suitable mounting, earthing, surge protection arrangement, accessories etc. as required.	Junction	35		
3	ATCS (Adaptive Traffic Control System) for a 5 arm - Junction with complete hardware and software including 4D forwarding Radar with proper certification, traffic controller, Pedestrian Walk Man, Disabled Friendly Audio Tactile Device, Traffic Signals , Pedestrian Stop Man, Detector, Network Switch, mounting infrastructure, UPS, Outdoor Cabinet with suitable mounting, earthing, surge protection arrangement, accessories etc. as required.	Junction	5		
B	TRAFFIC ENFORCEMENT COMPONENTS				

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

S.No	Item	Unit	Qty	Unit Rate (in Rs.)	Total CAPEX Price (in Rs.)
			(1)	(2)	(3) = (1) X (2)
1	Traffic Enforcement System for 3 arm junction: Red Light Violation Detection (RLVD) , ANPR cameras, IR , Local Processing Unit, with cabling, accessories & Mounting Infrastructure with Pole, Switches, Junction boxes, UPS, software licenses etc. as required	Junction	3		
2	Traffic Enforcement System for 4 arm junction: Red Light Violation Detection (RLVD) , ANPR cameras, IR , Local Processing Unit, with cabling, accessories & Mounting Infrastructure with Pole, Switches, Junction boxes, UPS, software licenses etc. as required	Junction	22		
3	Traffic Enforcement System for 5 arm junction: Red Light Violation Detection (RLVD) , ANPR cameras, IR , Local Processing Unit, with cabling, accessories & Mounting Infrastructure with Pole, Switches, Junction boxes, UPS, software licenses etc. as required	Junction	3		
4	SVD: Speed Detection System for covering 2 lanes in one direction with complete subcomponents including ANPR camera, sensors, wide angle evidence camera, IR illuminator, non-intrusive speed. Sensor, with cabling & mounting etc. as required	Lane	6		
5	ASVD: Average Speed Detection System for covering 2 lanes in one direction with complete subcomponents including ANPR camera, sensors, wide angle evidence camera, IR illuminator, non-intrusive speed. Sensor, with cabling & mounting etc. as required	Lane	4		
6	PA system including hardware, software mounting infrastructure, accessories etc. at junctions	Number	50		
7	ECB system including hardware, software mounting infrastructure, accessories etc. at junctions	Number	50		

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S.No	Item	Unit	Qty	Unit Rate (in Rs.)	Total CAPEX Price (in Rs.)
			(1)	(2)	(3) = (1) X (2)
8	RLVD (including Speed, No Helmet, Triple Ridding etc.) Application Software at ICC	License	1		
9	ANPR Software Application at ICC	License	1		
10	SVD Software Application at ICC	License	1		
11	PA System Software Application at ICC	License	1		
12	ECB System Software Application at ICC	License	1		
13	Integration of existing ITMS control room system (including E-Challan software Application) at ICC, integration with Variable Messaging Sign boards, State/ RTO/ Vahan & Sarathi, Payment Portal/Mobile App / Payment Gateway etc.	Lumpsum	1		
C	Surveillance				
1	Bullet Cameras	Number	218		
2	Outdoor PTZ Camera	Number	20		
D	ICCC AND ITMS Control Centre				
1	Centralize traffic Information & Management Software at ICC (Including ITMS Software)	License	1		
2	Video Management and Video Analytics software (500 Cameras)	License	1		
TOTAL CAPEX PRICE					

Schedule B - Summary of Commercial Bid (OPEX)

Operation & Maintenance (Including AMC of installed Hardware and Software solutions, Resource and required Network Connectivity)

Year	Unit	Total Cost (INR)
1 st	Lumpsum	
2 nd	Lumpsum	
3 rd	Lumpsum	
4 th	Lumpsum	
5 th	Lumpsum	
1 st to 5 th (Network Connectivity and Bandwidth)	Lumpsum	
GRAND TOTAL COST (INR)		

NOTE:

Financial evaluation shall only be done as per Section 3.2 of the Financial Format (Grand Total of CAPEX and OPEX (i.e. Schedule A + Schedule B))

Schedule C – Unit Cost of Components for future reference

S.No	Item Description	U O M	Quantity	Unit Price
1	ATCS Controller with cabinet and other accessories	Numbers	1	
2	Traffic Signal Aspects	Numbers	1	
3	Vehicle Countdown Timer	Numbers	1	
4	Pedestrian Walk Man	Numbers	1	
5	Pedestrian Stop Man	Numbers	1	
6	Detector (4D forwarding Radar with proper certification)	Numbers	1	
7	Cantilever Poles along with foundation	Set	1	
8	Straight Pole along with foundation	Set	1	
9	Network Switch Ruggedized, and civil work	Numbers	1	
10	Red Light Violation Detection (RLVD) sensors	Numbers	1	
11	Camera with ANPR capability	Numbers	1	
12	Local processing unit	Numbers	1	
13	UPS	Numbers	1	
14	Mounting structure with pole, junction boxes etc.	Set	1	

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Schedule D – Man Month Cost

#	Details of the Personnel/ Profile	Unit Man Month charges (INR)
1	Team Leader-cum-Program Manager	
2	Solution Architect	
3	Database Expert	
4	Security Expert	
5	Intelligent Traffic Management Expert	
6	Network Expert	
7	Application Developer	
8	Software Testing Lead	
9	Software Testing Engineer	
10	Integration Expert	

Annexure 3 - Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the responding company (Sole Bidder or each member of consortium in case of Consortium))

Date: dd/mm/yyyy

To

**Chief Executive Officer
Indore Smart City Development Limited
Indore, Madhya Pradesh**

Subject: Declaration for not being debarred / black-listed by Central / any State Government departments in India as on date of submission of the bid

RFP Reference No: <Reference Number>

Dear Sir,

I, authorized representative of, hereby solemnly confirm that the Company is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, ISCDL reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Annexure 4 - Format of sending pre-bid queries

RFP Reference No: <>

Bidder Request and Clarification					
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:		
Sr.	RFP Vol	Clause No.	Page No.	Content of RFP Requiring Clarification	Clarification required
1					
2					

Signature:

Name of the Authorized signatory: Company seal:

Date and Stamped

Note:

1. Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.
2. **Only systems integrators shall be allowed to participate in the pre-bid meeting and queries raised by them shall be addressed.**
3. **Any query reaching after this cut-off date, shall not be entertained.**

Annexure 5 - Power of Attorney / Letter of Authorization

[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]

Know by all men by these presents, we (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(Name and residential address of Power of attorney / Letter of Authorization holder) who is presently employed with us and holding the position of as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “Request for Proposal for The Selection of Master System Integrator (MSI) Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore”, including signing and submission of all documents and providing information / responses to the ISCDL, representing us in all matters before ISCDL, and generally dealing with the ISCDL in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney / Letter of Authorization and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For

Name:

Designation:

Date:

Time:

Business Address:

Seal:

Accepted,

(Signature) (Name, Title and Address of the Attorney / Authorized Signatory)

Note:

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

- The mode of execution of the Power of Attorney / Letter of Authorization 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.
- The Power of Attorney / Letter of Authorization shall be provided on Rs.100/- stamp paper.
- The Power of Attorney / Letter of Authorization should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney / letter of authorization on behalf of the Bidder.
- MSI has to submit the Power of Attorney / letter of authorization in favour of Authorized signatory in below given format in case of Consortium.

POWER OF ATTORNEY FOR MSI BY CONSORTIUM MEMBER

ISCDL has invited Bids from interested companies for "Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL Indore ("Project").

Whereas, and..... (collectively the "Consortium") being members of the Consortium are interested in offering for the services in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

Whereas, it is necessary under the RFP document 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 Bid for the Project.

Whereas, we have decided that M/sshall be MSI of this Consortium. NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,..... having our registered office at, (hereinafter referred to as the "Member") do hereby designate, nominate, constitute, appoint and authorize, having its registered office at, being one of the members of the Consortium, as the MSI and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf the Consortium and any one of us during the Bid process and, in the event the Consortium is awarded the Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium, including but not limited to signing and submission of all Applications, Proposals and other Documents and writings, participate in pre-proposal and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Consortium and generally to represent the Consortium in all its dealings with the ISCDL and/or any other Government Agency or any person, in all matters in

RFP for Selection of Master System Integrator (MSI) for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)

connection with or relating to or arising out of the Consortium's Bid for the above Project and/or upon award thereof till the Contract Agreement is entered into with the ISCDL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE MEMBER ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20XX

For

Witnesses:

1.

2.

(To be executed by the Member of the Consortium)

Note:

(Name & Title)

- 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.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder

Annexure 6 - Declaration of Data Security

(To be submitted on the Letterhead of the Lead Member and Consortium Member (If any))

**To,
Chief Executive Officer
Indore Smart City Development Limited (ISCDL)
Indore, Madhya Pradesh**

RFP Ref: <-->

Dear Sir,

We..... Who are established and reputable bidder having office at..... Do hereby certify that ISCDL shall have absolute right on the digital data and output products processed / produced by us. We shall be responsible for security / safe custody of data during processing.

We also certify that the data will not be taken out of the ISCDL's premises on any media. The original input data supplied to us by other Agency/ ISCDL and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of ISCDL. We shall abide by all security and general instructions issued by ISCDL from time to time.

We also agree that any data from our computer system will be deleted in the presence of ISCDL official after completion of the project task.

Thanking you,

Yours faithfully,

Authorized Signatory of the MSI Designation

Date:

Authorized Signatory of Consortium Partner Designation

Date:

Annexure 7 – Format for Performance Bank Guarantee

RFP Ref : < --- >

Date:

Bank Guarantee No.:

To

**Chief Executive Officer
Indore Smart City Development Limited
Indore, Madhya Pradesh**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name> WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Hereinafter, referred to as “Contract”) with you for “Request for Proposals for Selection of Master System Integrator for Implementation of Intelligent Integrated Traffic Management System (ITMS) for ISCDL, Indore (Second Call)”, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum(s) not exceeding the sum of 10 % of the Total Contract Value (CAPEX + OPEX) i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this

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Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 180 days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against ISCDL; and For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value (CAPEX + OPEX), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has

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/ have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10 % (CAPEX + OPEX) of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 20XX.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.