



REQUEST FOR PROPOSAL

FOR

SELECTION OF AGENCY FOR

SETTING UP NETWORK OF SMART ELEMENTS IN

PUNE CITY

Volume 1 – Terms of Reference

Tender Number: SCo8/2016

Dated: 15th October 2016

Issued By

The Chief Executive Officer

PUNE Smart City Development Corporation Limited (PSCDCL)

PMC Building, Near Mangla Theatre, Shivaji Nagar, Pune-411 005

Table of Contents

1. Disclaimer	5
2. Glossary	7
3. Request for Proposal	8
3.1. Sale of RFP documents	8
3.2. Validity of the proposal.....	9
3.3. Schedule of selection process and other details	9
3.4. Communications and address	9
3.5. Due diligence by bidders.....	10
4. Introduction and Background	11
4.1. About Pune	11
4.2. About Pune Municipal Corporation	11
4.3. About Pune Smart City Development Corporation Limited (PSCDCL)	11
4.4. Project Objectives	12
4.5. Scope Summary	13
5. Pre-Qualification Criteria	18
6. Instructions to Bidder	20
6.1. Purpose of Bid Document.....	20
6.2. Bidder Registration and Instructions	20
6.3. Proposal Preparation Cost	20
6.4. Pre-Bid Meeting	21
6.5. Conflict of Interest	21
6.6. Number of proposals	21
6.7. Amendment of RFP Document.....	22
6.8. PSCDCLs rights to terminate the Process	22
6.9. Right to reject any proposal.....	22
6.10. Earnest Money Deposit (EMD) and amount	23
6.11. Submissions of Bids	23
6.12. Language of Bids	25
6.13. Bid Submission Format.....	25
6.14. Modification or Withdrawal of Bids.....	26
6.15. Evaluation Process	26
6.16. Opening of Technical Bid	27
6.17. Evaluation of Technical Bids	27
6.18. Technical Presentation.....	34
6.19. Opening of Commercial Bid	34

6.20. Evaluation of Commercial Bids and Selection Method.....	35
6.21. OEM / Implementation Partner Participation Criteria	35
6.22. Rights to Accept/Reject any or all Proposals	35
6.23. Notifications of Award and Signing of Contract	36
6.24. Performance Bank Guarantee	36
6.25. Failure to agree with the Terms & Conditions of the Bid Document/ Contract	37
6.26. Terms and Conditions of the Tender (MASTER SERVICE AGREEMENT)	37
7. Service Level Agreements	38
7.1. Post-Implementation SLAs:	39
7.2. Other Penalties	43
7.3. Conditions for No Penalties	44
7.4. Acceptance Testing and Certification	44
7.5. Infrastructure Compliance Review	45
7.6. Manageability Review	45
7.7. SLA Reporting System	45
7.8. Project Documentation	46
8. Formats for Pre-Qualification Bid	47
8.1. Pre-Qualification cover Letter	47
8.2. Bidder Information Format	49
8.3. PQ_2: Bidders Annual turnover (Turnover of Lead Bidder in the Consortium) & Turnover of Consortium member over last 3 financial years	51
8.4. PQ_3: Bidders Net Worth- Lead Bidder in the consortium & Net Worth of all Consortium member during last audited financial year	53
8.5. PQ_4: Bidders (Lead bidder in the case of consortium) aggregated turnover from relevant scope to the tender for last 3 financial years	55
8.6. PQ_5: Consortium Members company's (all consortium members) aggregated turnover from relevant scope to the tender for last 3 financial years	57
8.7. PQ_6: Self Declaration – No Blacklisting	59
9. Formats for Technical Bid.....	60
9.1. General Instructions on Preparation of the Technical Proposal	60
9.2. Check-list for the documents to be included in the Technical Folder	61
9.3. TQ_1: Bidders net-worth over last 3 Financial Years.....	62
9.4. TQ_2: Details of similar work undertaken (Large ICT projects undertaken).....	64
9.5. TQ_3: Details of similar work undertaken for Wi-Fi Hotspots.....	66
9.6. TQ_10: Details of similar work undertaken for showcasing product experience	68
9.7. TQ_11: Undertaking for number of technically qualified full time professionals on companies payroll	70
9.8. TQ_12: Undertaking for manpower deployed on project	71
9.9. TQ_13: CVs of the Key Manpower proposed.....	72

9.10. Format for Authorization Letters from OEMs	74
9.11. Power of Attorney for Lead Member of Consortium	76
9.12. Joint Bidding Agreement	79
10. Commercial Bid Format & Instructions	82
10.1. Revenue and Commercialization Model.....	82
10.1.1. City Wi-Fi	82
10.1.2. Emergency Call Box/ Panic Buttons Systems	85
10.1.3. Public Addressing System	87
10.1.4. Environmental Sensors	88
10.1.5. Variable Messaging System.....	90
10.1.6. Smart City Operations Center (SCOC)	92
10.1.7. Miscellaneous	93
10.2. Summary of Commercials	94
11. Annexure.....	96
11.1. Commercial Bid Declaration.....	96
11.2. Format for Performance Bank Guarantee	98
11.3. Master Service Agreement	101

1. Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by PUNE Smart City Development Corporation Limited (henceforth referred to as “**PSCDCL**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to prepare their technical proposal and formulae their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by PSCDCL in relation to this scope. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Chief Executive Officer, PSCDCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents are made in consideration of the intended objectives of the project, and may not be complete, accurate or adequate. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and seek its own professional advice from appropriate sources.

Information provided in this Tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PSCDCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

PSCDCL, PMC and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

PSCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. PSCDCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this Tender document does not imply that PSCDCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and PSCDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PSCDCL or any other costs incurred in

connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PSCDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

2. Glossary

Terms	Meaning
BOM	Bill of Material
BEC	Bidders Evaluation Committee
CCTV	Closed Circuit Television
CEO	Chief Executive Officer
DD	Demand Draft
EMD	Earnest Money Deposit
GIS	Geographical Information Systems
GoM	Government of Maharashtra
GPS	Global Positioning System
ICT	Information and Communication Technology
INR	Indian Rupee
LOA	Letter of Award
LoI	Letter of Intent
NPV	Net Present Value
OEM	Original Equipment Manufacture
PBG	Performance Bank Guarantee
PDD	Proposal Due Date
PMC	Pune Municipal Corporation
PoC	Proof of Concept
PQ	Pre-Qualification
PSCDCL	PUNE Smart City Development Corporation Limited
PSU	Public Sector Undertaking
RFP	Request for Proposal
SI	System Integrator / Successful Bidder
SLA	Service Level Agreement
SOP	Standard Operating Procedures
TQ	Technical Qualification
UAT	User Acceptance Testing
VM	Virtual Machine
WSP	Wi-Fi Service Provider

3. Request for Proposal

3.1. Sale of RFP documents

- i. RFP document can be downloaded from the website of www.punecorporation.org and <https://pmctenders.abcpocure.com>. However, the bids of only those Bidders shall be considered for evaluation who have made online payment of INR 52,679/- (Rupees fifty two thousand six hundred seventy nine only) for the RFP document including service & gateway charges, without which bids will not be accepted.
- ii. Bidder agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. This RFP document is not transferable.
- iii. The submission of the bid shall be Online as per the norms. The detailed information regarding the submission can be obtained from the website:
<https://pmctenders.abcpocure.com>; www.punecorporation.org.
- iv. Digital Signature is prerequisite for online submission. Employer will not be responsible for any delay or technical snag faced by the Bidder/s in uploading their online tenders. The Bidders are advised to submit their tenders adequately in advance to avoid the delays due to such instances.
- v. For any further information regarding digital signature may be obtained from the department of Tender Cell, Pune Municipal Corporation, Pune. (Tel: +020—25501405)
- vi. Orientation procedure for uploading the RFP Document is available at:
**Office of the Assistant Engineer,
Tender Cell, Pune Municipal Corporation,
Shivaji Nagar, Pune 411 005, India**

3.2. Validity of the proposal

- i. The Proposal shall be valid for a period of not less than 120 days from the Date of Commercial bid opening.

3.3. Schedule of selection process and other details

#	Information	Details
1.	Project Name/ Name of Work	Selection of agency for setting up network of smart elements in Pune city
2.	Publication of Request for Proposal	15th October 2016
3.	RFP Reference No.	Tender No: SCo8/2016
4.	Website to download RFP	PMC website https://pmctenders.abccprocure.com http://www.punecorporation.org
5.	Submission deadline or Proposal Due Date (PDD)	25th November 2016, 03:00 PM
6.	Bid validity period	120 days from the date of commercial bid opening
7.	Contact person and email id	Ms. Prerna Deshbhratar, CEO, PSCDCL Email: punesmartcity@gmail.com
8.	Last date for submission for queries for clarification to PSCDCL	25th October 2016, 05:00 PM
9.	Pre-bid meeting - Date, time, and venue	Pre bid meeting date: 28th October 2016 Pre bid meeting time: 11:00 am Address: Office of CEO, PSCDCL
10.	Opening of Technical Proposal – date, time and venue	25th November 2016, 03:00 pm
11.	Opening of Financial Proposal	To be informed to the qualified bidders
12.	Presentation / demo on technical solution by bidders	To be Informed Later
13.	Letter of Award (LoA)	In due Course
14.	Signing of agreement	In due Course

3.4. Communications and address

- i. All communications, including proposal documents should be addressed to:
The Chief Executive Officer,

PUNE Smart City Development Corporation Limited
PMC Building, Near Mangla Theatre,
Shivaji Nagar, Pune-411 005.
Ph No: 020-25501103
E mail ID:- punesmartcity@gmail.com

- ii. All communications including the bid envelopes should contain the following information:
Tender No: SCo8/2016
“Selection of Agency for Setting up Network of Smart Elements in Pune City”

3.5. Due diligence by bidders

- i. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit or sending written queries to PSCDCL, and attending a Pre-Proposal Conference on the date and time specified in this RFP.
- ii. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- iii. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the bidder's Proposal.

4. Introduction and Background

4.1. About Pune

- i. Pune is the seventh-most populous city in India and the second largest in the state of Maharashtra. It is situated 560 meters (1,837 feet) above sea level on the Deccan plateau, on the right bank of the Mutha River. Pune city is the administrative headquarters of Pune district and was once the center of power of the Maratha Empire.
- ii. The city is known for manufacturing and automobiles, as well as government and private sector research institutes for information technology (IT) education, management and training that attract migrants, students, and professionals from India, South East Asia, the Middle East, and Africa.
- iii. Pune is considered as the cultural capital of Maharashtra and is also popularly known as ‘Queen of the Deccan’. The city has been marked by various forts and historical places. Pune is also known as ‘Oxford of the East’ and has one of the oldest universities and colleges in India such as, University of Pune, College of Engineering Pune and Fergusson College.
- iv. As per 2011 census, Pune has a population of more than 9.4 mn and population density of 603 people per sq. km. The decadal population growth rate from 2001 to 2011 was reported at 30.34%.

4.2. About Pune Municipal Corporation

- i. The Pune Municipal Corporation (PMC) was established on 15 February 1950. The PMC is in charge of the civic needs and infrastructure of the metropolis. Pune is divided into 15 municipal wards and about 76 electoral wards/ prabhags.
- ii. Since 1950, the Pune Municipal Corporation is administrating the city and serving citizens. Pune Municipal Corporation has taken an initiative for implementing e-Governance. Success of e-governance depends on use of Information Technology in mobilization of Government resources and utilization of these scarce resources with an aim of providing a better service.
- iii. Pune Municipal Corporation stood second in the Smart Cities Challenge launched by Ministry of Urban Development, Govt. of India. Under Smart City Initiative, PMC is committed for making governance citizen-friendly and cost effective by delivering services electronically to ensure accountability and transparency, especially using mobiles to reduce cost of services and providing services to its stakeholders without having to go to municipal offices; and by facilitating e-groups to listen to citizens and obtain feedback and use online monitoring of programs and activities with the aid of cyber tour of worksites.

4.3. About Pune Smart City Development Corporation Limited (PSCDCL)

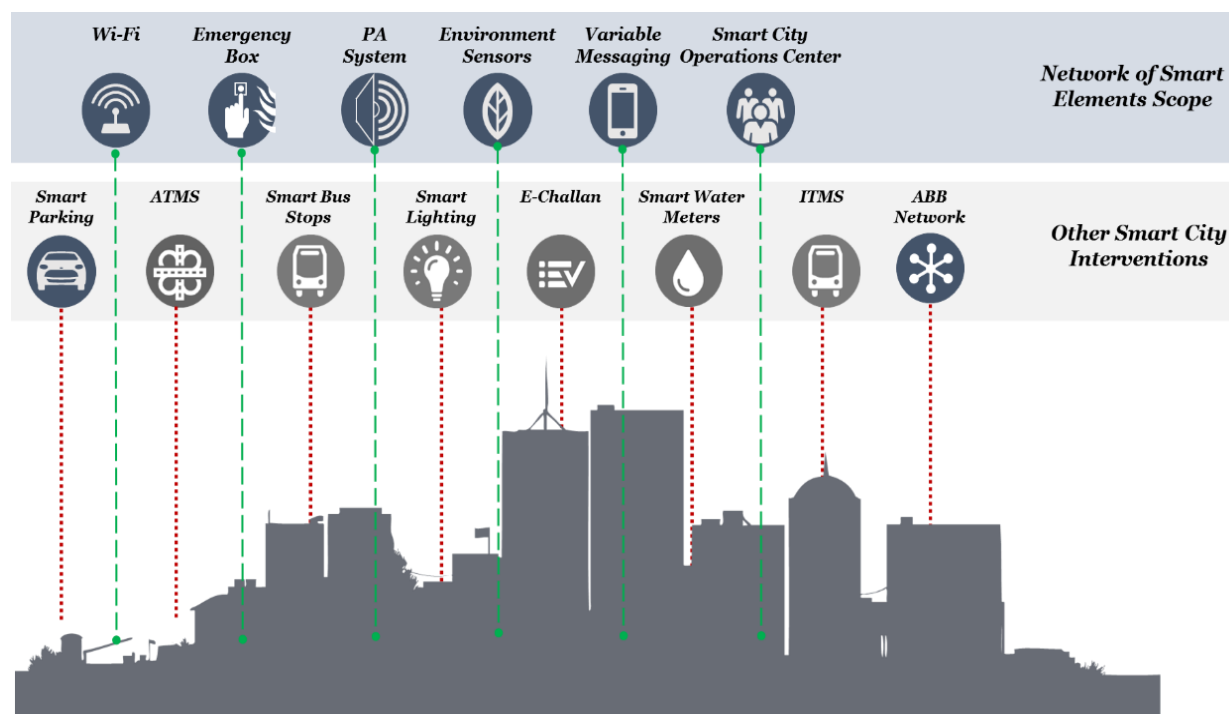
- i. The Pune Smart City proposal was selected for priority financing under Smart City Mission by Ministry of Urban Development (MoUD), Government of India. Thereafter, the Pune Municipal

Corporation (PMC) has incorporated a Special Purpose Vehicle (SPV) company called PUNE Smart City Development Corporation Limited (PSCDCL), under the Companies Act 2013, solely for the purpose of implementing the Smart City proposal. PSCDCL will be fully owned by the Government with equal shareholding from the Government of Maharashtra and the Pune Municipal Corporation (PMC).

- ii. The Board of PSCDCL will be chaired by the Chairman, PSCDCL and will have 15 members including elected representatives of PMC, representatives of the state and central government as well as independent directors.
- iii. PSCDCL will receive funding from Government of India and PMC/ the State Government for implementing the smart city projects. Given the wide range of technical and sector specific expertise required to implement the smart city projects, PSCDCL shall be supported by a team of consultants for strategic, technical and project management support.

4.4. Project Objectives

- a) The city wide 'Network of Smart Elements' (term used henceforth to imply Smart Devices, Smart Systems and Wi-Fi Network specified in this tender) will accomplish the following broad objectives:
 - Undertake smart city initiatives to make Pune a better place to live in by increasing safety, liveability of the people in the city and to effectively provide the delivery of few urban services.
 - Improve the situational awareness of the city administrators and residents.
 - Provide administrators, citizens, tourists and businesses real time and actionable information to aid their day to day decision making.
- b) The graphic below shows the smart elements currently in scope, along with other key smart city interventions, which are not considered as part of this project tender for implementation.
- c) It is important to note that the Smart city operations center (part of this tender) should bring a scalable platform for Smart city operations center (command and control center).
- d) Following is the list of other key smart city interventions proposed for Pune Smart city:
 - Smart Parking
 - Automated Traffic Management System (ATMS)
 - Smart Bus Stops
 - Smart Street Lighting
 - e-Challan with Red Light Violation Detection (RLVD)
 - Smart Water Meters
 - Integrated transport Management Systems (ITMS)
 - City wide Fiber
 - Solid waste management system
 - Asset management system for networks of road
 - Surveillance system
 - Pune city and PMC web portals, App services
 - Any other system which needs IT integration with SCOC



4.5. Scope Summary

- a) The successful bidder shall have the overall responsibility to design, build, implement, operate, and maintain Network of smart elements project for a period of five years from the date of successful commissioning.
- b) Quantities/ numbers mentioned in the commercial formats are indicative in number. PSCDCL may or may not procure above components. PSCDCL has the rights to delete any of the above smart elements before final implementation. Also, PSCDCL reserves the right to remove any of the line components (as per BOQ provided) and to change the location of final implementation of smart elements.
- c) From the perspective of project implementation and support, the scope has been categorized as follows:
 - 1) Implementation Activities
 - a. Assess and Prepare
 - b. Implement
 - 2) Post-Implementation Activities
 - a. Maintain (for 5 years post successful commissioning)
- d) Implementation Activities have been further categorized into the different elements of scope as given below:
 - Smart City Operations Center
 - Smart elements as mentioned in section 4.4 above
 - Collaborative Monitoring

- Finalization and submission of a detailed technical architecture and submission of a detailed project plan
 - Training to the identified staff (PSCDCL nominated) for operation of the system
 - Partial Acceptance Testing & Final Acceptance Testing of IT & Non-IT Equipment
 - System Documents, User Documents as per ITIL (Information Technology Infrastructure Library) standards
- e) Post-Implementation Activities have been categorized into:
- Help Desk and Facility Management Services
 - Hand-over of the system at the end of contractual period along with all documentation required to operate and maintain the system
- f) Following table provides the list of smart elements as part of the scope, objective and the high level scope for implementation.

#	Element	Objective	High Level Scope
1	City Wi-Fi	Wi-Fi services will provide fast internet connectivity on the go to citizens of Pune. The objective of City Wi-Fi element is to provide: <ul style="list-style-type: none"> • Free City Wi-Fi (limited usage) • Paid City Wi-Fi 	To Set up and provide City Wi-Fi Services at identified locations across the city. List of locations: <ul style="list-style-type: none"> • Hospitals: 46 • Gardens: 82 • Key Road Stretches: 71
2	Emergency Call Box	Emergency Box will help improve the safety and security of citizens within the city where they can seek assistance from the Smart City Operations Center (Command & Control Center) by pressing a button near them.	Setting up Emergency boxes at identified locations across the city. Total Locations: 136 spots where emergency boxes to be installed
3	Public Address Systems	Public Address System (voice) will enable civic bodies to respond/communicate effectively while dealing with emergencies.	Setting up Public addressing systems/ Devices at identified locations across the city. Total Locations: 136 spots where public address systems to be installed
4	Environmental Sensors	Smart Environmental Sensors should be able to read and report the following parameters: Temperature, Humidity, Radiation, Noise levels and Air Quality in the PMC area.	Setting up Environmental Sensors at identified locations across the city. Total Locations- 50 <i>(additionally atleast 50 locations for Water/ Flood sensors)</i>

5	Variable Messaging Display	<p>Variable messaging displays will be used to display the useful information related to:</p> <ul style="list-style-type: none"> • Traffic congestion • Accidents incidents • Ongoing Roadwork zones • Speed limits • Key notices or messages from PMC like information about any emergency or disaster, etc. 	<p>Setting up Variable Messaging Display (VMD) at identified locations across the city.</p> <p>Total Locations- 161</p>
6	Smart City Operations Center	<p>Key Objectives of Smart City Operations Center:</p> <ul style="list-style-type: none"> • To serve as the centralized monitoring & decision making hub for managing equipment, devices, resources and assets for Smart Elements project • To serve as a centralized decision making centre which supports and strengthens coordination in response to incidents/emergency situations • To serve as central information, communication, incident management hub for PMC • To provide integration points for other existing or proposed command centre from other government agencies e.g. Police, Disaster, etc. • Smart City Operations Center (SCOC) will enable city administration and its stakeholders in the following: <ul style="list-style-type: none"> • Effective decision making • Delivering effective governance by aggregating various data feeds from sensors and systems • Providing interface/ dashboards to generate alert & notifications in real time 	<p>Setting up Smart City Operations Center (SCOC) (i.e. Command & control Center) with 25 operators Control Room.</p> <p>SCOC Solution should have central infrastructure and Services management platform to centrally monitor and manage all the services.</p>

- | | | | |
|--|--|---|--|
| | | <ul style="list-style-type: none"> • Quick and effective response to emergency or disaster situation | |
|--|--|---|--|

g) Key Remarks regarding scope:

PSCDCL shall extend necessary support to the successful bidder (in terms of documentations, meetings with concerned authorities, etc.) for getting the approvals from concerned authorities, if all the necessary requirements are in place. In addition, the successful bidder need to conduct the following activities:

1) Obtain all necessary legal / statutory clearances & Erect Poles

- Successful Bidder will have to identify and obtain necessary legal / statutory clearances for erecting the poles and installing cameras, for provisioning of the required power, etc. It is important to mention that a timely communication and required follow-up will be required by the successful bidder for the clearances. Successful bidder will have to then supply & erect poles at these locations well in advance to meet the component installation timelines.
- During post-implementation period, in case the Pole is damaged by a vehicular accident (or due to any other reason outside the control of successful bidder) and needs repair, then the corresponding cameras won't be part of the SLA monitoring for max. 15 days. For the poles erected by successful bidder for the project, successful bidder will need to repair / have the new pole within 15 days of the incidence. Post 15 days, the corresponding cameras would be again considered for SLAs. Damages to be borne by successful bidders in such cases through proper insurance.

2) Supply, install, commission & configure smart elements

- The successful bidder will be required to supply, install, configure and integrate the smart elements at the identified locations and then undertake necessary work towards their commissioning.
- It is a must that the poles erected to house cameras are good, both qualitatively and aesthetically. Benchmark specifications for all the smart elements are given as part of Functional & technical specifications in Vol2 of this tender.

3) Provision of the Electricity

- The SI shall be responsible for provisioning of requisite power for the smart elements/ equipment (Smart City components). Recurring charges (during operational phase) for the electricity connections and consumption shall be borne by the successful bidder. Since this component has dependency on approval from other agencies, it is recommended that successful bidder plans this requirement well in advance & submits the application to the concerned electricity distribution agency.

4) Waiver of RI, ROW charges

- The successful bidder will be awarded RI and ROW permissions at no additional cost. It is recommended that successful bidder plans this requirement well in advance & submits the application to the road department of PMC in the specified format (by submitting requests/ plans as per the latest RI/ ROW permission guidelines).

5) Permission to use existing road assets

- PSCDCL will arrange for necessary permissions for the use of existing road assets (such as poles, walls, etc.) to the successful bidders. The successful bidder, as part of its detailed survey, need to identify the re-usable road assets and map them with the smart elements.
- PSCDCL reserves the right to deny these permissions at any moment in case of any misrepresentation, non-compliance and non-conformance.

5. Pre-Qualification Criteria

#	Eligibility Criteria	Document Proof	Name to be given to the PDF file to be uploaded
5.1.	<p>The bidder (all the consortium partners in case of consortium) must be registered companies and should be operational at least for last 5 years as on date of bid submission.</p> <p><i>Consortium to be restricted to max. 3 firms.</i></p>	<ul style="list-style-type: none"> ▪ (For companies with Indian origin) Certificate of Incorporation / Registration under companies Act, 1956 ▪ Memorandum and Articles of Association ▪ For global players, equivalent certificate in the country of incorporation ▪ Consortium agreement clearly stating the roles and responsibilities of each member 	PQ_1
5.2.	<p>The bidder (Lead bidder in the case of consortium) should have an average annual turnover of INR 200 crore for last 3 audited financial years (2013-14, 2014-15, 2015-16).</p> <p>In case of a consortium, each of the consortium members (other than the lead bidder) should have an average turnover of INR 25 Cr for the last 3 audited financial years (2013-14, 2014-15, 2015-16).</p>	<ul style="list-style-type: none"> ▪ Audited financial statement for last 3 audited Years ▪ Certificate from the Statutory auditor / Company Secretary clearly specifying the annual turnover for the specified years 	PQ_2
5.3.	<p>The bidder (each of the consortium members, in case of consortium) should have a positive net worth, as on the last date of latest audited financial year.</p>	<ul style="list-style-type: none"> ▪ Certificate from the Statutory auditor/ Company Secretary, clearly specifying the net worth of the firm 	PQ_3
5.4.	<p>The bidder (Lead bidder in the case of consortium) should have an aggregate turnover of minimum INR 25 crore from relevant scope to the tender (i.e. From the Smart Elements specified as scope in this tender) for last 3 years</p>	<ul style="list-style-type: none"> ▪ Certificate from the Statutory Auditor / Company Secretary clearly specifying the annual turnover from Smart 	PQ_4

#	Eligibility Criteria	Document Proof	Name to be given to the PDF file to be uploaded
	from the date of publishing of the tender.	Elements projects for the specified years. <ul style="list-style-type: none"> ▪ Proof of the projects undertaken 	
5.5.	In case of a consortium, each of the consortium members (other than the prime bidder) should have an aggregate turnover of minimum INR 5 crore from relevant scope to the tender (i.e. From the Smart Elements specified as scope in this tender) for last 3 years from the date of publishing of the tender.	<ul style="list-style-type: none"> ▪ Certificate from the Statutory Auditor / Company Secretary clearly specifying the annual turnover from Smart Elements projects for the specified years. ▪ Proof of the projects undertaken 	PQ_5
5.6.	As on date of submission of the proposal, the bidder and the consortium members (in case of consortium) should not be blacklisted by Central / State Governments in India.	<ul style="list-style-type: none"> ▪ Undertaking by the authorized signatory as per format PQ_6 	PQ_6

Notes:

- i. Any bid failing to meet all of the above eligibility criteria shall be disqualified and will not be considered for technical evaluation.
- ii. Change in eligibility criteria during bidding stage: It is bidder's responsibility to bring any change to PSCDCL's notice if there is a change in the status of the bidder during bidding stage, with reference to any of the above mentioned criteria for eligibility.
- iii. For the purpose of evaluation criterion no. 5.4, if the bidding company (the lead bidder in case of consortium) is 100% subsidiary of an international or Indian company then the lead bidder's parent company's relevant experience can be considered as lead bidder experience.
- iv. Similarly, if the lead bidder has another company which is not taking part in this consortium but is 100% owned subsidiary of the lead bidder, then the experience of 100% owned subsidiary can be considered as lead bidder experience. This is subject to lead bidder submitting undertaking from the concerned firm of transfer / sharing of the relevant experience to the lead bidder during project execution.

6. Instructions to Bidder

6.1. Purpose of Bid Document

- i. The purpose of this tender is to seek an Implementation Agency for setting up network of smart elements across Pune City. This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.
- ii. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Member") in response to this invitation. The term "Bidder" means the Sole Firm or the Lead Member, as the case may be.
- iii. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The detailed scope of work is provided in **Volume 2 (Vol 2- Scope of Work)** of this tender document.

6.2. Bidder Registration and Instructions

- i. Bidders shall get themselves registered as PMC's vendor by paying necessary fees to PMC by following due Procedure.
Visit <https://pmctenders.abcpurchase.com>; www.punecorporation.org for details on this requirements.
- ii. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
- iii. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
- iv. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
- v. Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by PSCDCL.

6.3. Proposal Preparation Cost

- i. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by PSCDCL to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. PSCDCL

will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- ii. This Bid Document does not commit the Corporation to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of PSCDCL and may be returned at its sole discretion.

6.4. Pre-Bid Meeting

- i. PSCDCL will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in Section 3.3. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid.
- ii. All enquiries from the bidders relating to this Bid Document must be submitted to the designated contact person as mentioned in Section 3.3, via email as well as post. The queries should necessarily be submitted in the following format:

Sr. No.	RFP Document Reference (Volume, Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought
1			
2			
...			

- iii. Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the:
PMC website (<http://www.punecorporation.org/>) and
E-Tender Site (<https://pmctenders.abcprocure.com/pmctenders/EProc.jsp>)
- iv. The date, time of receiving pre-bid queries is given in Section 3.3.

6.5. Conflict of Interest

- i. Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified.
- ii. PSCDCL requires that the BIDDER provides professional, objective, and impartial advice and at all times hold the PSCDCL’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

6.6. Number of proposals

- i. A Bidder applying individually or as an associate shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.

6.7. Amendment of RFP Document

- i. At any time before the deadline for submission of bids, the PSCDCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. All the amendments made in the document would be informed to all the participating agencies through mail or through written post.
- ii. The bidders are advised to visit the website (<http://www.punecorporation.org/>) and (<https://pmctenders.abcprocure.com/pmctenders/EProc.jsp>) on regular basis for checking necessary updates. PSCDCL also reserves the rights to amend the dates mentioned in this RFP for bid process.
- iii. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the PMC may, at its discretion, extend the last date for the receipt of Bids.

6.8. PSCDCLs rights to terminate the Process

- i. PSCDCL may terminate the RFP process at any time and without assigning any reason. PSCDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by PSCDCL.
- iii. The bidder's participation in this process may result in PSCDCL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the PSCDCL to execute a contract or to continue negotiations. PSCDCL may terminate negotiations at any time without assigning any reason.

6.9. Right to reject any proposal

- i. Notwithstanding anything contained in this RFP, PSCDCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- ii. Without prejudice to the generality of Clause 6.8, PSCDCL reserves the right to reject any Proposal if,
 - a) at any time, a material misrepresentation is made or discovered, or
 - b) the Bidder does not provide, within the time specified by PSCDCL, the supplemental information sought by PSCDCL for evaluation of the Proposal

- c) Misrepresentation/ improper response by the Bidder may lead to the disqualification. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then PSCDCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of PSCDCL, including annulment of the Selection Process.

6.10. Earnest Money Deposit (EMD) and amount

- i. Bidders shall submit along with their Bids, an Earnest Money Deposit (EMD) of Rs. 80,00,000 (Rupees Eighty Lacs only) in favor of Pune Smart City Development Corporation Limited, from Nationalized or Scheduled Banks except Co-operative Banks, payable at Pune.
- ii. The EMD shall be in the form of a Demand Draft / Bank Guarantee, valid for 180 (One hundred and eighty days) from the date of submission. The EMD shall be placed in a separate envelope marked as "EMD for RFP" and attached with the envelope containing the Technical Proposal.
- iii. As a stipulated requirement, the bidder shall send Rs 100 EMD through Bank ECS and remaining amount to submitted through the instrument as specified in clause 6.10 (ii).
- iv. In case bid is submitted without EMD as mentioned above then PSCDCL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- v. Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 120 days after Signing of the Contract with the Selected Bidder.
- vi. The decision of PSCDCL regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
- vii. The EMD may be forfeited:
 - a) If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - b) In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
 - c) During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d) During the bid process, if any information found wrong / manipulated / hidden in the bid.

6.11. Submissions of Bids

- i. Complete bidding process will be online (e-Tendering) in 2 envelope system. Submission of bids shall be in accordance to the instructions given in the Table below: All the notification & detailed

terms and conditions regarding, this tender notice hereafter will be published on line on web site:

<https://pmctenders.abcprocure.com>

- ii. Bidding documents can be seen and downloaded from the website <https://pmctenders.abcprocure.com/pmctenders/EProc.jsp>. The bid can be submitted in electronic format on the website within the deadline as specified in section 3.3. of the tender.

Envelope 1	Pre- Qualification Related Documentation	<ul style="list-style-type: none"> • Proof of Submission of RFP Document Fees and Proof of Submission of EMD should be submitted as part of the Pre-qualification Proposal • Bidder's response to the Eligibility Criteria defined in Section 5 of this RFP shall be submitted in separate envelope marked "Pre-qualification Proposal". • The Pre-Qualification related documentation shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP Document. • Duly signed Integrity Pact • Pre-Qualification Proposal should not contain commercials of the Project, in either explicit or implicit form.
	Technical Proposal	<ul style="list-style-type: none"> • Technical Proposal shall be submitted in envelope marked "Technical Proposal". • The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP Document. • Technical Proposal should not contain commercials of the Project, in either explicit or implicit form. • Conditional technical proposal are liable for rejection.
Envelope 2	Commercial Proposal	<ul style="list-style-type: none"> • Financial Summary (in the format given in the RFP) shall be submitted online in a separate envelope marked "Financial Proposal". • Detail Commercial Schedules shall be submitted in hard copy by the bidder to PSCDCL (at the address mentioned above) before the bid submission timeline. • Forms and formats mentioned in this RFP document needs to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the bid. • Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable to be summarily rejected.

- iii. Bids must be accompanied with submission of scanned copy of Bank Guarantee (EMD) in favor of the "The CHAIRMAN, PSCDCL".

- iv. Bid shall be treated as invalid if scan copies are not submitted online along with the bid.
- v. The bidders are required to submit Original receipt of payment towards EMD (Bank Guarantee) at least two working days (either by hand delivery or by post) before opening of Technical Bids. The Physical EMD (Bank Guarantee) submitted shall be the same as scanned copy submitted along with the bid, if found mismatch, it the Tender may get rejected.
- vi. Technical bids will be opened online on website:
<https://pmctenders.abcprocure.com/pmctenders/EProc.jsp>.
- vii. Bidder should upload information as scanned copies in pdf format for Pre-Qualification as mentioned in the RFP. Bidder should submit original copies of scanned copies for verification during Technical bids opening.
- viii. Time and date of opening of financial bids will be informed by email to technically qualified bidder. The guidelines to download the RFP and online submission of bids and procedure of tender opening can be downloaded from website:
<https://pmctenders.abcprocure.com/pmctenders/EProc.jsp>
- ix. Bidders should have valid class II / III Digital Signature Certificate (DSC) obtained from any certifying Authorities.
- x. The Chief Executive Officer, PSCDCL, reserves the right to accept or reject any or all the tenders without assigning any reason.

6.12. Language of Bids

- i. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and PSCDCL, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- ii. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

6.13. Bid Submission Format

- i. The Bidder shall provide all the information sought under this RFP. PSCDCL would evaluate only those Proposals that are received in the specified forms and complete in all respects. The proposals shall be submitted online only. The Bidder shall prepare one original set of the Technical and Financial Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP).
- ii. Bidders should note the PDD, as specified in Section 3.3, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by PSCDCL, and that evaluation will be carried out only on the basis of Documents submitted online by the

closing time of PDD. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

- iii. The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be signed by the authorized signatory (the “Authorized Signatory”) as detailed below:
 - a) by the proprietor, in case of a proprietary firm; or
 - b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - d) by the authorized representative of the Lead Member, in case of consortium
 - e) A copy of the Power of Attorney certified by a notary public shall accompany the Proposal (if required)

6.14. Modification or Withdrawal of Bids

- i. A Bidder wishing to withdraw its bid shall notify PSCDCL by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids/ PDD.
- ii. The notice of withdrawal shall:
 - a) Be addressed to PSCDCL at the address named in the bid Data Sheet,
 - b) Bear the Contract name, the <Title> and < bid No.>, and the words “bid Withdrawal Notice.”
- iii. Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.
- iv. Proposals that are withdrawn in accordance with clause 6.14.i and 6.14.ii shall be returned unopened to the Bidder.
- v. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

6.15. Evaluation Process

- i. The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by PSCDCL, for the entire period of the contract. The Bidder’s Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.

- ii. PSCDCL shall appoint a Bidder's Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, response and whether the Bid format confirms to the Bid Document requirements. PSCDCL may waive any informality or nonconformity in a Bid which does not constitute a material deviation according to PSCDCL.
- iii. There should be no mention of bid prices in any part of the Bid other than the Commercial Bids.

6.16. Opening of Technical Bid

- i. PSCDCL shall open the Technical Proposals in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Section 3.3.
- ii. Only bids that are opened and read out at the proposal opening and are accompanied with hard copy of Bank guarantee for EMD shall be considered further.
- iii. All the bids shall be opened one at a time, reading out: The name of the Bidder and whether there is a modification; the presence of a bid security; and any other details as PSCDCL may consider appropriate. No proposal shall be rejected at the proposal opening except for late bids.
- iv. PSCDCL shall prepare a record of the proposal opening that shall include, at a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders.

6.17. Evaluation of Technical Bids

- i. The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee may invite each Bidder to make a presentation as part of the technical evaluation.
- ii. The BEC may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in PSCDCL's interest).
- iii. Only those Bids which have a minimum score of **75%** of total marks in technical evaluation will be considered for opening of their Commercial Bid. However, the CEO, PSCDCL reserves the right to lower the minimum required marks if none of the Bidders achieves 75% of the total marks. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.
- iv. The technical evaluation shall be carried out on the basis of the criteria specified in the table below :

#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage	Name to be given to the PDF file to be uploaded										
TEC_1	Bidder Competence – Net worth	<ul style="list-style-type: none">The bidder (lead bidder in case of consortium) having positive net worth as on 31st March 2016 (minimum Rs. 50 Cr) will get 70 of total allocated marks.For every additional Rs. 50 Cr of net worth the bidder (lead bidder in case of consortium) will get 10% marks, subject to a maximum of 100 marks. <table><tr><th>Net Worth (in crores)</th><th>Marks</th></tr><tr><td>>= INR 200 Cr.</td><td>100</td></tr><tr><td>>= INR 60 Cr. and < INR 150 Cr.</td><td>90</td></tr><tr><td>>= INR 50 Cr. and < INR 100 Cr.</td><td>80</td></tr><tr><td>>= INR 0 Cr. and < INR 50 Cr.</td><td>70</td></tr></table> <p>Maximum Marks: 100</p>	Net Worth (in crores)	Marks	>= INR 200 Cr.	100	>= INR 60 Cr. and < INR 150 Cr.	90	>= INR 50 Cr. and < INR 100 Cr.	80	>= INR 0 Cr. and < INR 50 Cr.	70	3%	TQ_1
Net Worth (in crores)	Marks													
>= INR 200 Cr.	100													
>= INR 60 Cr. and < INR 150 Cr.	90													
>= INR 50 Cr. and < INR 100 Cr.	80													
>= INR 0 Cr. and < INR 50 Cr.	70													
TEC_2	Bidder Competence - Executing Large ICT Projects	<ul style="list-style-type: none">The bidder (lead bidder in case of consortium) should have experience in executing ICT projects worth at least 50 Cr. (ICT stands for Information and Communications Technology projects and include IT systems integration project)If the bidder has executed two projects the bidder will get 70 marks.For every additional ICT project (worth at least 50 Cr), the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= 5 or >5</td><td>100</td></tr><tr><td>= 4</td><td>90</td></tr><tr><td>= 3</td><td>80</td></tr><tr><td>= 2</td><td>70</td></tr></table>	Number of Projects	Marks	= 5 or >5	100	= 4	90	= 3	80	= 2	70	5%	TQ_2
Number of Projects	Marks													
= 5 or >5	100													
= 4	90													
= 3	80													
= 2	70													

		<i>Maximum Marks: 100</i>												
TEC_3	Bidder Competence - Wi-Fi Projects including required network infrastructure	<ul style="list-style-type: none">▪ The bidder (any consortium member) should have experience in executing (completed project) atleast 1 Wi-Fi project along with its required network infrastructure and<ul style="list-style-type: none">✓ at least 50 access points✓ outdoor/ public area implementation of each project▪ If bidder has executed one project (at least 50 access points) the bidder will get 70 marks.▪ For every additional Wi-Fi project (at least 50 access points) the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= 4 or >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table>	Number of Projects	Marks	= 4 or >4	100	= 3	90	= 2	80	= 1	70	6%	TQ_3
Number of Projects	Marks													
= 4 or >4	100													
= 3	90													
= 2	80													
= 1	70													
		<i>Maximum marks: 100</i>												
TEC_4	Bidder Competence- Emergency/ panic button	<ul style="list-style-type: none">▪ The bidder (any consortium member) should have experience in executing a project that entails emergency/ panic buttons (at least 10 aggregate emergency / panic buttons).▪ If bidder has executed one project (at least 10 aggregate emergency / panic buttons) the bidder will get 70 marks.▪ For every additional project (at least 10 aggregate emergency / panic buttons) the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= 4 or >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr></table>	Number of Projects	Marks	= 4 or >4	100	= 3	90	2%	TQ_4				
Number of Projects	Marks													
= 4 or >4	100													
= 3	90													

		<table><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table> <p>▪ <i>Maximum marks: 100</i></p>	= 2	80	= 1	70								
= 2	80													
= 1	70													
TEC_5	Bidder Competence- Public Address System	<p>▪ The bidder (any consortium member) should have experience in executing a project that entails public address system boxes (at least 10 aggregate public address devices).</p> <p>▪ If bidder has executed one project (at least 10 aggregate public address system/ devices the bidder will get 70 marks.</p> <p>▪ For every additional project (at least 10 aggregate public address system/ devices) the bidder will get 10 marks, subject to a maximum of 100 marks.</p> <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= 4 or >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table> <p><i>Maximum marks: 100</i></p>	Number of Projects	Marks	= 4 or >4	100	= 3	90	= 2	80	= 1	70	2%	TQ_5
Number of Projects	Marks													
= 4 or >4	100													
= 3	90													
= 2	80													
= 1	70													
TEC_6	Bidder Competence- Environmental Sensors	<p>▪ The bidder (any consortium member) should have experience in executing at least 1 project that entails deployment of environmental sensors (at least 20 sensors).</p> <p>▪ If bidder has executed one project (at least 20 sensors) the bidder will get 70 marks.</p> <p>▪ For every additional project (at least 20 sensors) the bidder will get 10 marks, subject to a maximum of 100 marks.</p> <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= 4 or >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr><tr><td>= 2</td><td>80</td></tr></table>	Number of Projects	Marks	= 4 or >4	100	= 3	90	= 2	80	2%	TQ_6		
Number of Projects	Marks													
= 4 or >4	100													
= 3	90													
= 2	80													

		<table><tr><td>= 1</td><td>70</td></tr></table>	= 1	70										
= 1	70													
<i>Maximum marks: 100</i>														
TEC_7	Bidder Competence- Digital Signboards or Visual Messaging Display	<ul style="list-style-type: none">▪ The bidder (any consortium member) should have experience in executing a project that entails deployment of Digital Signboards (at least 10 digital signboards / variable messaging displays).▪ If bidder has executed one project (at least 10 digital signboards / variable messaging displays) the bidder will get 70 marks.▪ For every additional project (at least 10 digital signboards / variable messaging displays) the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= 4 or >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table>	Number of Projects	Marks	= 4 or >4	100	= 3	90	= 2	80	= 1	70	2%	TQ_7
Number of Projects	Marks													
= 4 or >4	100													
= 3	90													
= 2	80													
= 1	70													
<i>Maximum marks: 100</i>														
TEC_8	Bidder Competence- Command and Control Center installations	<ul style="list-style-type: none">▪ The bidder (any consortium member) should have experience in executing a project that entails operationalisation of command and control centre (covering for surveillance/ traffic/ disaster management/ city operations functions).▪ If bidder has executed 1 project, the bidder will get 70 marks.▪ For every additional project (installation of CCC) the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= 4 or >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr></table>	Number of Projects	Marks	= 4 or >4	100	= 3	90	15%	TQ_8				
Number of Projects	Marks													
= 4 or >4	100													
= 3	90													

		<table><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table> <ul style="list-style-type: none">Maximum marks: 100	= 2	80	= 1	70												
= 2	80																	
= 1	70																	
TEC_10	Technical Compliance of Solution – Adherence to Functional Requirement	<ul style="list-style-type: none">Full compliance to functional specifications provided in the tender document for mentioned elements:<table><tr><th>Functional Requirement Compliance Parameters</th><th>Marks</th></tr><tr><td>Wi-Fi</td><td>20</td></tr><tr><td>Emergency Call Box</td><td>6</td></tr><tr><td>Public Address Systems</td><td>6</td></tr><tr><td>Environment Sensors</td><td>6</td></tr><tr><td>Variable Messaging Displays</td><td>12</td></tr><tr><td>Command Control Center</td><td>50</td></tr></table> <p>Maximum marks: 100</p>	Functional Requirement Compliance Parameters	Marks	Wi-Fi	20	Emergency Call Box	6	Public Address Systems	6	Environment Sensors	6	Variable Messaging Displays	12	Command Control Center	50	8%	-
Functional Requirement Compliance Parameters	Marks																	
Wi-Fi	20																	
Emergency Call Box	6																	
Public Address Systems	6																	
Environment Sensors	6																	
Variable Messaging Displays	12																	
Command Control Center	50																	
TEC_11	Product experience	<ul style="list-style-type: none">The bidder having experience of at least one completed project for proposed products for the following components will get designated marks each:<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Emergency Call Box</td><td>5</td></tr><tr><td>Public Address Systems</td><td>5</td></tr><tr><td>Environment Sensors</td><td>5</td></tr><tr><td>Smart City Command Control COTS application</td><td>85</td></tr></table> <p>Maximum marks: 100</p>	Parameter	Marks	Emergency Call Box	5	Public Address Systems	5	Environment Sensors	5	Smart City Command Control COTS application	85	5%	TQ_9				
Parameter	Marks																	
Emergency Call Box	5																	
Public Address Systems	5																	
Environment Sensors	5																	
Smart City Command Control COTS application	85																	
TEC_12	Approach & Methodology	<ul style="list-style-type: none">Following parameters will be evaluated:<table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Completeness of project plan and ease of implementation (including training and change management plan)</td><td>20</td></tr><tr><td>Clarity and details shown in BOM</td><td>10</td></tr><tr><td>Strategy to maintain all the SLAs and handling change requests</td><td>20</td></tr><tr><td>Detailed Business Plan highlighting Revenue Streams for relevant smart elements</td><td>50</td></tr></table>	Parameter	Marks	Completeness of project plan and ease of implementation (including training and change management plan)	20	Clarity and details shown in BOM	10	Strategy to maintain all the SLAs and handling change requests	20	Detailed Business Plan highlighting Revenue Streams for relevant smart elements	50	10%	-				
Parameter	Marks																	
Completeness of project plan and ease of implementation (including training and change management plan)	20																	
Clarity and details shown in BOM	10																	
Strategy to maintain all the SLAs and handling change requests	20																	
Detailed Business Plan highlighting Revenue Streams for relevant smart elements	50																	

		Maximum marks: 100												
TEC_13	People in organization	<ul style="list-style-type: none">The bidder (all the consortium members) having at least 500 FTE (full time employees) on the payroll of organization working on ICT projects will get 70 marksFor every additional 100 FTEs the bidder will get additional 10 marks subject to maximum of 100 marks. <table><tr><th>Number of FTE</th><th>Marks</th></tr><tr><td>> 700 FTE</td><td>100</td></tr><tr><td>> 600 FTE to =<700 FTE</td><td>90</td></tr><tr><td>> 500 FTE to =<600 FTE</td><td>80</td></tr><tr><td>=< 500 FTE</td><td>70</td></tr></table> <p>Maximum marks: 100</p>	Number of FTE	Marks	> 700 FTE	100	> 600 FTE to =<700 FTE	90	> 500 FTE to =<600 FTE	80	=< 500 FTE	70	5%	TQ_10
Number of FTE	Marks													
> 700 FTE	100													
> 600 FTE to =<700 FTE	90													
> 500 FTE to =<600 FTE	80													
=< 500 FTE	70													
TEC_14	People on project	<ul style="list-style-type: none">Each of the following profiles suggested by the bidder will be evaluated: <table><tr><th>Profile</th><th>Marks</th></tr><tr><td>Project Manager with experience of atleast 15 years</td><td>20</td></tr><tr><td>Solution Architect with experience of atleast 10 years</td><td>20</td></tr><tr><td>IoT Expert with experience of atleast 10 years</td><td>30</td></tr><tr><td>Command Center Expert with experience of atleast 15 years</td><td>30</td></tr></table> <p>Maximum marks: 100</p>	Profile	Marks	Project Manager with experience of atleast 15 years	20	Solution Architect with experience of atleast 10 years	20	IoT Expert with experience of atleast 10 years	30	Command Center Expert with experience of atleast 15 years	30	15%	TQ_11
Profile	Marks													
Project Manager with experience of atleast 15 years	20													
Solution Architect with experience of atleast 10 years	20													
IoT Expert with experience of atleast 10 years	30													
Command Center Expert with experience of atleast 15 years	30													
TEC_15	Project Presentation & Demonstration	<ul style="list-style-type: none">Following parameters will be evaluated during presentation: <table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>System Integrators understanding of PSCDCL's requirements (functional and technical) and completeness of proposed solution</td><td>20</td></tr><tr><td>Presentation of Approach & Methodology for Implementation</td><td>20</td></tr></table>	Parameter	Marks	System Integrators understanding of PSCDCL's requirements (functional and technical) and completeness of proposed solution	20	Presentation of Approach & Methodology for Implementation	20	20%	-				
Parameter	Marks													
System Integrators understanding of PSCDCL's requirements (functional and technical) and completeness of proposed solution	20													
Presentation of Approach & Methodology for Implementation	20													

	Clarifications given during Presentation	20	
	Demonstration of the Smart City operations center platform	40	
	<i>Maximum marks: 100</i>		

Notes:

1. For any Project citations submitted by the bidder under technical qualifications section, must be awarded under a single work order.
2. Bidder to submit work order and end client work in-progress / completion certificate as a supporting documents for each Project.
3. Project citations of only up to one level of sub-contracting will be considered for evaluation.

6.18. Technical Presentation

- i. The bidders, who will be found eligible in terms of criteria mentioned in 6.17 above, will be asked to give a presentation on its proposal on date, time and place as communicated to the Bidder by the PSCDCL in writing before the Bid Evaluation Committee.

6.19. Opening of Commercial Bid

- i. The Commercial bids shall not be opened by PSCDCL until the evaluation of the Technical Proposals has been completed.
- ii. PSCDCL will open the Commercial Bids of only Technically Qualified Bidders, in the presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by PSCDCL.
- iii. Commercial Bids from bidders who have failed to qualify in evaluation of the technical proposal will not be opened. Only bids that are opened and read out at the proposal opening shall be considered further.
- iv. Bids shall be opened, names of the bidder will be read out and whether there is a modification; and the Bid Price in the Financial Proposal.
- v. PSCDCL shall prepare a record of the bid opening that shall include, at minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, and any other details as PSCDCL may consider appropriate. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders.
- vi. The Commercial Bids will be evaluated by PSCDCL for completeness and accuracy. The amount stated in the bid, adjusted in accordance with the above mentioned procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the bid price shall govern.
- vii. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

6.20. Evaluation of Commercial Bids and Selection Method

- i. PSCDCL will award the Contract to the Bidder based on L1 basis with reference to the total cost discovered from Section 10.2. No additional cost in any form will be entertained by PSCDCL during the contract period.
- ii. Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders **scoring 75% and above**, technical marks cut-off being 75%, in the technical evaluation will be shortlisted for commercial evaluation.
- iii. The commercial evaluation will be done based on the parameters given below: Total Estimated Commercial Bid of a bidder would be calculated based on quantities to be estimated in the commercial bid formats. The quantities in these tables have been derived/estimated, considering O&M period of 5 years. The extension can be decided in future depending on the satisfactory performance of the bidder by competent authority, future IT Infrastructure expansion needs and sole discretion of PSCDCL.
- iv. Bidder with lowest estimated commercial bid (**lowest Grand Total NPV**) shall be awarded the contract.

6.21. OEM / Implementation Partner Participation Criteria

- i. The bidder will be required to submit a manufacturer's authorization form from all the OEMs stating that the bidder in concern would be bidding for their products/solutions.
- ii. Firms with common Proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same contract. An independence form in the same regard must be submitted by the bidder.
- iii. If it is found that the same firm has submitted multiple bids under different names for the proposed contract, all such tender(s) shall stand rejected and bid deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Chief Operating Officer/ Chairman PSCDCL/ Municipal Commissioner, for further penal action including blacklisting.
- iv. If it is found that close relatives (as described above) have uploaded separate tenders/ quotations under different names of firms/ establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for further penal action including blacklisting.
- v. If after awarding the contract it is found that the accepted bid violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action against the contractors as well as related firm/establishment.

6.22. Rights to Accept/Reject any or all Proposals

- i. PSCDCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document and the Bidder shall, when so required by the PSCDCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the PSCDCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the PSCDCL thereunder.
- ii. The PSCDCL reserves the right to reject any Bid and appropriate the Earnest Money Deposit if:
 - a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not provide, within the time specified by the PSCDCL the supplemental information sought by the PSCDCL for evaluation of the Bid,
 - c) any act or omission of the Bidder results in violation of or noncompliance with this RFP document or any Applicable Laws
- iii. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified /rejected. If such disqualification /rejection occurs after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then the PSCDCL reserves the right to take any such measure as may be deemed fit in the sole discretion of the PSCDCL, including annulment of the Bidding Process.
- iv. PSCDCL reserves the right to accept or reject any proposal, and to annul the bidding process and reject 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 PSCDCL's action.

6.23. Notifications of Award and Signing of Contract

- i. Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by fax or email that its proposal has been accepted.
- ii. PSCDCL shall facilitate signing of the contract within the period of 30 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance (LOA) whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Implementation Agency shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier.
- iii. The notification of award (LoI/Purchase Order) will constitute the formation of the Contract. Upon the Bidder's executing the contract with PSCDCL, it will promptly notify each unsuccessful bidder and return their EMDs.
- iv. At the time PSCDCL notifies the successful Bidder that its bid has been accepted, PSCDCL will send the Bidders the Pro forma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to PSCDCL.

6.24. Performance Bank Guarantee

- i. The successful bidder shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid Document, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- ii. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The Performance Bank Guarantee letter format can be found in the Annexure section 11.2 of this document.
- iii. The Performance Bank Guarantee may be discharged/ returned by department 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 Performance Bank Guarantee.
- iv. In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Department 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.
- v. Department shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, 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.

6.25. Failure to agree with the Terms & Conditions of the Bid Document/ Contract

- i. Failure of the bidder to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

6.26. Terms and Conditions of the Tender (MASTER SERVICE AGREEMENT)

- i. Bidder is required to refer to the draft of the Master Service Agreement, attached in section 11.3 in this Bid Document, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during Project Implementation and Post implementation period.
- ii. Please note that one needs to read the draft Master Service Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure.

7. Service Level Agreements

- i. Service Level Agreement (SLA) shall become the part of contract between PSCDCL and the Successful bidder. SLA defines the terms of the successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section.
- ii. The successful bidder has to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this contract i.e. during implementation phase and for a period of five (5) years. The successful bidder has to supply appropriate software/hardware/ automated tools as may be required to monitor and submit reports of all the SLAs mentioned in this section.
- iii. For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:
 - a) **"Total Time"** - Total number of hours in the quarter (or the concerned period) being considered for evaluation of SLA performance.
 - b) **"Uptime"** – Time period for which the specified services/ outcomes are available in the period being considered for evaluation of SLA. Formulae for calculation of Uptime: $Uptime (\%) = \{1 - [(Downtime) / (Total\ time - scheduled\ maintenance\ time)]\} * 100$
 - c) **"Downtime"**- Time period for which the specified services/ components/ outcomes are not available in the concerned period, being considered for evaluation of SLA, which would exclude downtime owing to Force Majeure & Reasons beyond control of the successful bidder.
 - d) **"Scheduled Maintenance Time"** - Time period for which the specified services/ components with specified technical and service standards are not available due to scheduled maintenance activity. The successful bidder is required to take at least 10 days prior approval from PSCDCL for any such activity. The scheduled maintenance should be carried out during non-peak hours (like post mid-night, and should not be for more than 4 hours. Such planned downtime would be granted max 4 times a year.
 - e) **"Incident"** - Any event / abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.
 - f) **"Response Time"** - Time elapsed from the moment an incident is reported in the Helpdesk over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.
 - g) **"Resolution Time"** - Time elapsed from the moment incident is reported to Helpdesk either in person or automatically through system, to the time by which the incident is resolved completely and services as promised are restored.

7.1. Pre-Implementation SLAs

- i. These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable.
- ii. These SLAs for completion of the entire system commissioning till GO LIVE. For delay of every week in completion & submission of the deliverable mentioned in the section of Deliverables & Timeline, the BIDDER would be charged with a penalty as follows:

Delay (Weeks)	Penalty in absolute terms (INR)
1 week of delay for completion of scope for any smart element	0.2% of respective Smart Element Value (<i>e.g. in case of Wi-Fi -> penalty = 0.5% of NPV for City Wi-Fi</i>)
For every subsequent week	1% of respective Smart Element Value
Maximum delay 5 weeks	45,00,000

- iii. In case the BIDDER reaches 10% of the NPV (project value) in the form of penalty, cumulative of penalties for all smart elements, at any point of time during the duration of pre- implementation phase, PSCDCL reserves the right to invoke the termination clause.

7.2. Post-Implementation SLAs

- iv. These SLAs shall be used to evaluate the performance of the services on monthly basis but penalties would be levied for cumulative performance for the quarterly basis.
- v. Penalty levied for non- performance as per SLA requirements shall be deducted through subsequent payments due from PSCDCL or through the Performance Bank Guarantee.
- vi. The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. All such required tools should be provided by the successful bidder. PSCDCL will have the authority to audit these tools for accuracy and reliability.
- vii. The upper limit of penalty would be capped at 15% of the Opex value for each quarter. In case the calculated penalty crosses 15% penalty of the Opex value in 2 subsequent quarters, PSCDCL reserves the right to invoke the termination clause.

7.2.1. SLAs for City Wi-Fi

WSP shall be required to ensure adherence to the following Service Levels for each of the Wi-Fi Spots.

Parameter	Expected Service Level	Monthly Penalty chargeable in case of non-compliance (in INR)
1. Delay in Go Live	As per timelines given in the tender document	Rs. 5000 per week of delay (due to the reasons which are solely attributable to the successful bidder)
2. Uptime of Wi-Fi Services for Internet Access by users	99 %	Rs. 5000 per every 0.5% of the reduced uptime

3. Average bandwidth to the user during the free duration time	512 KBPS	Rs. 5000 per every 10 K of reduced bandwidth provisioning to the users. Rs. 1000 for each incident of access not granted to user due to capacity issue. Capacity includes Bandwidth and Appliance capacity.
4. Adherence to the required security requirements as specified by DoT and relevant Government Authorities	Zero Non-Compliance	Rs. 5000 per every incidence of non-compliance

7.2.2. SLAs for Emergency Call Box, PA system, Environmental sensors, Variable messaging displays and Smart City Operations Center equipment

SLA and Penalty for Sensors, Emergency Buttons, PA System, Variable Messaging Displays and Smart City Operations Center Equipment

#	Uptime SLA (Quarterly)	Penalty Clause
1	Uptime $\geq 99\%$	No Deduction
2	Uptime $< 99\%$	(99%- Uptime %) of monthly Operational Expense for the component. For example if uptime of component is 95%, then penalty imposed will be 99%-95% i.e. 4% of operational expense.

- i. **Uptime definition:** All devices have to be working and deliver the desired results. The no. of hours that the particular device/ equipment does not work will be treated as down time. Uptime shall be calculated as $Uptime (\%) = \{1 - [(Downtime) / (Total\ time - scheduled\ maintenance\ time)]\} * 100$. For ex, if 10 nos. of Sensors for Digital display are deployed at various locations, and 2 device/ units does not work for 5 Hrs, the total non-working device hours will be 10 unit hours (and the uptime would be $\{1 - (10 / (10 * 90 * 24))\}$, 10 being the number of units, for 90 days on 24 hours basis.
- ii. Penalty levied for non- performance as per SLA requirements will have to be paid by the successful bidder to PSCDCL or can be deducted through subsequent payments due from PSCDCL.
- iii. The penalties would be levied for every unit down time hour– be it for non-availability of network or non- availability of power etc. because the successful bidder is responsible for supply of all enabling components on end to end basis.

7.2.3. SLA and Penalty for Helpdesk Response and Resolution time

SLA and Penalty For Helpdesk Response and resolution time		
#	Particulars	Penalty Amount

1	For less than 1% of the calls not getting responded in less than or equal to 60 seconds per quarter	None
2	For Grievances and complaints from users, resolutions provided within 4 hours	No penalty

7.2.4. SLA for Change Requests (Applicable for changes in existing / already deployed modules)

#	Service Metric Parameter	Metric	Frequency	Penalty
1	Criticality of Change – Low	< T+2 weeks, where T is the timeframe for completion of the Change request as agreed upon by PSCDCL and successful bidder	Weekly per Occurrence	0.1% of (Opex) value per week for the first two weeks for each occurrence, 0.5% of (Opex) value per week for every subsequent week, subject to a maximum of 1% post which PSCDCL may invoke Annulment of the contract.
2	Criticality of Change – Medium	< T+1 weeks, where T is the timeframe for completion of the Change request as agreed upon by PSCDCL and successful bidder	Weekly per Occurrence	0.2% of (Opex) value per week for the first two weeks for each occurrence, 0.5 % of (Opex) value per week for every subsequent week, subject to a maximum of 1% post which PSCDCL may invoke Annulment of the contract.
3	Criticality of Change – High	< T, where T is the timeframe for completion of the Change request as agreed upon by PSCDCL and successful bidder	Weekly per Occurrence	0.5% of (Opex) value per week for the first two weeks for each occurrence, 1% of (Opex) value per week for every subsequent week, subject to a maximum of 3% post which PSCDCL may invoke Annulment of the contract.

7.2.5. SLAs for Resource Replacement

#	Service Metric Parameter	Metric	Frequency	Penalty
1	Resource Replacement	Within 7 days of exit of resource (in case of PSCDCL or successful bidder initiated)	Per Occurrence	0.01% of monthly Opex value per day of unavailability of resource

7.2.6. SLA and Penalty for Resolution of Issues (issues applicable for mobile application and smart city operations center application)

#	Service Metric Parameter	Metric	Frequency	Penalty
1	Severity 1 Issue	Response Time: <= 2 Hrs. from the time the call is logged by end user. Resolution Time: <= 8 Hrs. from the time the call is logged by end user.	Daily	0.3% of (Opex) value per day for the first day, 0.5% of (Opex) value per day every subsequent day, subject to a maximum of 5.0% post which PSCDCL may invoke Annulment of the contract.
2	Severity 2 Issue	Response Time: <= 4 Hrs. from the time the call is logged by end user. Resolution Time: <= 4 Days from the time the call is logged by end user.	Daily	0.2% of (Opex) value per day for the first day, 0.3% of (Opex) value per day every subsequent day, subject to a maximum of 5.0% post which PSCDCL may invoke Annulment of the contract.
3	Severity 3 Issue	Response Time: <= 1 Day from the time the call is logged by end user. Resolution Time: <= 10 Days from the time the call is logged by end user.	Daily	0.1% of (Opex) value per day for the first day, 0.20% of (Opex) value per day every subsequent day, subject to a maximum of 5.0% post which PSCDCL may invoke Annulment of the contract.

Definitions:

1. **Severity 1:** Smart City Operations Center application or mobile application down for 5 or more smart elements impacting critical business functions OR any module/ function deemed as highly critical by PSCDCL
2. **Severity 2:** Smart City Operations Center application or mobile application down for 2 or more smart elements impacting functionality of smart elements as per mentioned SLAs

3. **Severity 3:** Smart City Operations Center application down for 1 smart element impacting functionality of smart elements sensor
4. **Response Time:** Response time is defined as the time the support vendor takes to respond from the time that ticket was raised.
5. **Resolution Time:** Resolution time is defined as the time the vendor takes to resolve the issue or provide acceptable workaround for the issue.

7.3. Other Penalties

- i. It is expected that the successful bidder should comply with all the Policy / Procedural / Regulatory Guidelines enforced by Government of India, Government of Maharashtra, Department of Science & Technology, Concern Agency, TRAI and other related bodies and as amended from time to time.
- ii. The successful bidder should also safeguard the Application Security and Application Integrity. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches.
- iii. The penalties across various breaches could be categorized as follows; (this includes but not limited to the following)
 - a. **Information Security Breach:** Any data leakage, information sharing, reports sharing without the consent of Concern Agency.
 - b. **Network & System Security Breach:** Any instance of hacking, information/data compromise, unauthorized access to public Wi-Fi.
 - c. **Guidelines Breach:** Non-compliance to guidelines shared by various government agencies such as complying with standards for website/mobile app development etc.
- iv. For any of the breach for above mentioned category, a penalty would be levied on the successful bidder for every instance of occurrence if not responded as per the timelines mentioned in the table below. The response of the same is desired to be provided in the timelines as specified in the table below. The details of the same are given below:

Type	Measurement (Unit)	Resolution Time (in unit)	Penalty on resolution w.r.t. delay/Unit
Information Security Breach	Hours	1	0.01% of aggregated Opex value for all components. In case event of severe issues, this may be termination of contract.

Network & System Security Breach	Hours	1	0.01% of aggregated Opex value for all components. In case event of severe issues, this may be termination of contract.
Guidelines Breach	Days	7	0.01% of aggregated Opex value for all components. In case event of severe issues, this may be termination of contract.

- v. The response time refers to immediate remedial action taken and preventive measures updated by the successful bidder on occurrence of the event.
- vi. In case the breaches are not responded to in the time frame as specified, penalties would be levied as per the table above and failing to address the breach in desired timeline, recurring penalties would be levied w.r.t. to delay in units as mentioned.
- vii. **Penalty for Helpdesk Response and resolution time:** For every % calls beyond 1% (*i.e. for more than 1% of the calls not getting responded in less than or equal to 60 seconds per quarter*), a penalty of [0.01% of (Opex)] value per % calls or part thereof shall be levied calculated per quarter basis. Maximum penalty of [0.1% of (Opex)] value per quarter will be levied.
- viii. In case of more than 3 instances of breach within the project year, PSCDCL reserves the right to invoke the termination clause along with legal action would be initiated for serious offence as decided by PSCDCL.
- ix. Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like DIT, DST etc. In such cases, resolution of the issue is also mandatory. The successful bidder would be required to respond with the action plan / change request, as applicable, in order to resolve the guidelines breach with the specified response time.

7.4. Conditions for No Penalties

- i. Penalties shall not be levied on the Bidder in the following cases:
 - a) There is a force majeure event effecting the SLA which is beyond the control of the successful bidder. Force Majeure events shall be considered in line with the clause mentioned RFP.
 - b) The non-compliance to the SLA has been due to reasons beyond the control of the successful bidder.
 - c) Theft cases by default/ vandalism would not be considered as “beyond the control of bidder”. Hence, the Bidder should be taking adequate anti-theft measures, spares strategy, Insurance as required to maintain the desired Required SLA.

7.5. Acceptance Testing and Certification

- i. The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:
 - a) Infrastructure (Software, Hardware and Network) Compliance Review
 - b) Availability of the project Services in the defined locations
 - c) Performance
 - d) Manageability
 - e) SLA Reporting System
 - f) Project Documentation
- ii. PSCDCL shall establish appropriate processes for notifying the successful bidder of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the successful bidder to take corrective action. All gaps identified shall be addressed by the successful bidder immediately. It is the responsibility of the successful bidder to take any corrective action required to remove all shortcomings, before/during the roll out of the project. PSCDCL may get the acceptance testing done either on its own or through a third party. It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the successful bidder of his responsibilities to meet all SLAs as laid out in this RFP document.
- iii. The PSCDCL may also get the system audited either on its own or through a third party at any stage to ensure the success of the project.
- iv. Such third-party agency for carrying out the acceptance testing and certification of the entire solution shall be nominated by the PSCDCL.

7.6. Infrastructure Compliance Review

- i. Audit agency shall perform the Infrastructure Compliance Review to verify the conformity of the Infrastructure (both IT, non IT as well as Network infrastructure) supplied by the successful bidder against the requirements and specifications provided in the RFP and/or as proposed in the Bid submitted by the successful bidder.
- ii. Compliance review shall not absolve the successful bidder from ensuring that proposed infrastructure meets the SLA requirements.

7.7. Manageability Review

- i. The agency shall verify the manageability of the solution and its supporting infrastructure deployed using the Enterprise Management System (EMS) proposed by the successful Bidder.
- ii. The manageability requirements include requirements such as on line ticket monitoring, remote monitoring, administration, configuration, inventory management, fault identification etc.

7.8. SLA Reporting System

- i. The successful bidder shall design, implement/customize, deploy the Enterprise Management System (EMS) and shall develop any additional tools required to monitor the performance indicators listed as per the SLAs mentioned in the RFP.
- ii. The Acceptance Testing and Certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the successful bidder and shall certify the same.
- iii. The EMS deployed for the project, based on SLAs, shall be configured by the successful bidder to calculate the payment to be paid by the PSCDCL, if any, after deducting the necessary penalties. EMS should be integrated with the toll free call center (established by the Bidder) for site fault reporting.

7.9. Project Documentation

- i. PSCDCL shall review the project documents developed by the successful bidder including installation, training and administration manuals, version control etc.
- ii. Any issues/gaps identified by the PSCDCL, in any of the above areas, shall be addressed to the complete satisfaction of PSCDCL.

8. Formats for Pre-Qualification Bid

8.1. Pre-Qualification cover Letter

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
The CEO,
PUNE Smart City Development Corporation Ltd.

Subject: Selection of Agency for Setting up Network of Smart Elements in Pune City

Reference: Tender No: SCo8/2016, Dated<DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the Selection of Agency for Setting up Network of Smart Elements in Pune City. We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to PUNE Smart City Development Corporation Limited, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead PSCDCL in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here 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.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 120 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

8.2. Bidder Information Format

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

To whomsoever it may concern,

Bidder information Format

Please find the details of lead bidder and other consortium members for participation in "selection of agency for setting up network of smart elements in Pune city" tender:

#	Particulars	Lead bidder (Consortium Member #1)	Consortium Member #2	Consortium Member #3
1	Name of the organization			
2	Type of Organization (Pvt. Ltd/ Public Limited)			
3	Country of registered Office			
4	Address of Registered office			
5	Company Registration Details			
6	Date of Registration			
7	Details of ISO 9001:2008/ CMMI level 3 and above/ any global certifications			
8	PAN/ Equivalent			
9	TIN/ Equivalent			
10	Address of Registered office in India			
11	No of years of operations in India			
12	Authorized Signatory Name			
13	Authorized Signatory Designation			
14	Authorized Signatory Contact Details			

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

8.3. PQ_2: Bidders Annual turnover (Turnover of Lead Bidder in the Consortium) & Turnover of Consortium member over last 3 financial years

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
The CEO,
PUNE Smart City Development Corporation Ltd.

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of agency for Setting up network of smart elements in Pune City.

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization as well as the turnover of the consortium members over last 3 financial years.

#	Details	FY 2013-14 (in Crores) (i)	FY 2014-15 (in Crores) (ii)	FY 2015-16 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Lead Bidder				

#	Details	FY 2013-14 (in Crores) (i)	FY 2014-15 (in Crores) (ii)	FY 2015-16 (in Crores) (iii)	Average Turnover [(iv)+(v)+(vi)/3]
1	Overall Annual Turnover- Consortium Member 2				
2	Overall Annual Turnover- Consortium member 3				

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		

Email Id		
----------	--	--

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

8.4. PQ_3: Bidders Net Worth- Lead Bidder in the consortium & Net Worth of all Consortium member during last audited financial year

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
The CEO,
PUNE Smart City Development Corporation Ltd.

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of agency for Setting up network of smart elements in Pune City.

I hereby declare that below are the details regarding the net worth as per the latest financial audits for our organization as well as the net worth of the consortium members as per last audited financial year.

#	Details	FY 2015-16 (in Crores)
1	Net worth- Lead Bidder	

#	Details	FY 2015-16 (in Crores)
1	Net Worth- Consortium Member 2	
2	Net Worth- Consortium Member 3	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)
Name :

Designation :
Address :
Telephone& Fax :
E-mail address :

8.5. PQ_4: Bidders (Lead bidder in the case of consortium) aggregated turnover from relevant scope to the tender for last 3 financial years

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
The CEO,
PUNE Smart City Development Corporation Ltd.

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of agency for Setting up network of smart elements in Pune City.

I hereby declare that below are the details regarding the aggregated turnover from relevant scope as mentioned in this tender document over last 3 financial years for our organization as well as the aggregated turnover for consortium members over last 3 audited financial year.

#	Details	FY 2013-14 (in Crores) (i)	FY 2014-15 (in Crores) (ii)	FY 2015-16 (in Crores) (iii)	Aggregated Turnover [(i)+(ii)+(iii)]
1	Aggregated Annual Turnover- Lead Bidder (Consortium member #1)				

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

8.6. PQ_5: Consortium Members company's (all consortium members) aggregated turnover from relevant scope to the tender for last 3 financial years

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
The CEO,
PUNE Smart City Development Corporation Ltd.

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of agency for Setting up network of smart elements in Pune City.

I hereby declare that below are the details regarding the aggregated turnover from relevant scope as mentioned in this tender document for all consortium members over last 3 audited financial year.

#	Details	FY 2013-14 (in Crores) (iv)	FY 2014-15 (in Crores) (v)	FY 2015-16 (in Crores) (vi)	Aggregated Turnover [(iv)+(v)+(vi)]
1	Aggregated Annual Turnover- Consortium Member 2				
2	Aggregated Annual Turnover- Consortium Member 3				

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

8.7. PQ_6: Self Declaration – No Blacklisting

<<To be printed on each company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
The CEO,
PUNE Smart City Development Corporation Ltd.

Sir/Madam,

In response to the Tender Ref. No. _____ dated _____ for SELECTION OF AGENCY FOR SETTING UP NETWORK OF SMART ELEMENTS IN PUNE CITY, as an owner/ partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Name of the Bidder :
Authorized Signatory :
Seal of the Organization :
Business Address :
Date :
Place :

9. Formats for Technical Bid

9.1. General Instructions on Preparation of the Technical Proposal

- i. Bidders have to submit a very structured and organized technical bid, which will be analysed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Since the cut-off marks for Technical bid Score is 75, the quality and completeness of the information submitted by the Bidder will matter a lot. All the documents must be submitted in one file only.
- ii. Bidder is expected to divide its Bid in following sections / documents:
 - a. **Bidder's Competence to execute the project**
 - This document should bring about the capability of the firm to execute this project. Some of the required documents are as follows:
 - Financial Capability of the Bidder in required formats and supporting documents
 - Experience in Similar projects
 - b. **Technical Proposal:** The technical proposal should specify the following:
 - Overall solution architecture including solution design
 - Project Management Methodology
 - Integration approach with other IT Infrastructure
 - Maintenance and Support for proposed solution
 - Risk Mitigation plan
 - c. **Other Details**
 - Bill of Material: This document should give details of all the proposed IT and Non-IT components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.
 - Describe the proposed Technical Solution in a structured manner. Following should be captured in the same:
 - Clear articulation and description of the design and technical solution and various components including details of the application software proposed
 - Reasoning for selection of the proposed technology over other options.
 - Extent of compliance to technical requirements specified in the scope of work
 - Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
 - Clearly articulate the Strategy and Approach and Methodology for Installation, Configuration and Implementation of hosted components, data recovery, hosting infrastructure of the project.
 - Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.
 - Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.

- The Bidder has to specify the internet bandwidth and the MPLS bandwidth required for the operations.

9.2. Check-list for the documents to be included in the Technical Folder

#	Documents required	Submitted (Y / N)	Documentary Proof (Page No.)
1	Bidder Competence related docs (TQ_1 to TQ_8)		
2	Details of similar work undertaken for showcasing product experience (TQ_9)		
3	Undertaking for number of technically qualified full time professionals on companies payroll (TQ_10)		
4	Undertaking for manpower deployed on project (TQ_11)		
5	CVs of the Key Manpower proposed (TQ_12)		

9.3. TQ_1: Bidders net-worth over last 3 Financial Years

Date: dd/mm/yyyy

To
The CEO,
Pune Smart City Development Corporation Limited

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document “***Selection of agency for setting up network of smart elements in Pune city***”

I hereby declare that below are the details regarding Net Worth of our company and all other consortium members for last 3 financial years.

#	Details	FY 2013-14 (in INR Crores)	FY 2014-15 (in INR Crores)	FY 2015-16 (in INR Crores)
1	Net Worth			

#	Details	FY 2013-14 (in INR Crores)	FY 2014-15 (in INR Crores)	FY 2015-16 (in INR Crores)
1	Net Worth- Consortium Member 2			
2	Net Worth- Consortium Member 3			

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

9.4. TQ_2: Details of similar work undertaken (Large ICT projects undertaken)

Date: dd/mm/yyyy

To
The CEO,
PUNE Smart City Development Corporation Ltd.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document “***Selection of agency for setting up network of smart elements in Pune city***”

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Deliverables of the Bidder					
Outcomes of the project					
Other Details					
Total cost of the project					
Total cost of the services provided by the Bidder					
Duration of the project (number of months, start date, completion date, current status)					
Other Relevant Information <for each type of the project type, like access points for Wi-Fi projects, number of emergency call boxes, etc. >					
Mandatory Supporting Documents:					

Work order / Purchase order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1		Consortium Member #2	
	Project 1	Project n	Project 1	Project n
General Information				
Client for which the project was executed				
Name of the client contact person(s)				
Designation of client contact person(s)				
Contact details of the client contact person(s)				
Project Details				
Description of the project				
Scope of work of the Bidder				
Deliverables of the Bidder				
Outcomes of the project				
Other Details				
Total cost of the project				
Total cost of the services provided by the Bidder				
Duration of the project (number of months, start date, completion date, current status)				
Other Relevant Information <for each type of the project type, like access points for Wi-Fi projects / number of emergency call boxes>				
Mandatory Supporting Documents:				
· Work order / Purchase order / Contract for the project				
· Client Certificate giving present status of the project and view of the quality of services by the Bidder				

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

9.5. TQ_3: Details of similar work undertaken for Wi-Fi Hotspots

Date: dd/mm/yyyy

To
The CEO,
Pune Smart City Development Corporation Limited.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document “***Selection of agency for setting up network of smart elements in Pune city***”

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Access Point					
Total Access Point Set up under Wi-Fi Project					
Mandatory Supporting Documents:					
Work order / Purchase order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1		Consortium Member #2		--
	Project 1	Project n	Project 1	Project n	Project n
General Information					
Client for which the project was executed					

Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Access Point					
Total Access Point Set up under Wi-Fi Project					
Mandatory Supporting Documents:					
Work order / Purchase order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

Note:

The bidders will need to provide the details of similar work undertaken for all other in scope elements in the same format i.e. Details of similar work undertaken for Wi-Fi implementation, Public Address system, Emergency Box, Environmental sensors and Variable messaging displays as mentioned in section 6.17 of this document.

9.6. TQ_9: Details of similar work undertaken for showcasing product experience

Date: dd/mm/yyyy

To
The CEO,
PUNE Smart City Development Corporation Ltd.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document “***Selection of agency for setting up network of smart elements in Pune city***”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

Name of the Project	Lead Bidder	Consortium Member #2	Consortium Member #3
General Information			
Client for which the product was implemented			
Name of the client contact person(s)			
Designation of client contact person(s)			
Contact details of the client contact person(s)			
Project Details			
Description of the project			
Scope of work of the Bidder			
Deliverables of the Bidder			
Technologies used			
Outcomes of the project			
Ready Product/ Solution Experience			
1. Environment Sensors			
2. Digital Signboards/ Variable Messaging Displays			
3. Wi-Fi Management Software			
4. Public Address Systems			
5. Emergency/ Panic Button			
6. Command Control Software			

7. Servers			
8. Application Software			
9. Database Software			
Mandatory Supporting Documents:			
<ul style="list-style-type: none"> • Work order / Purchase order / Contract for the project 			
<ul style="list-style-type: none"> • Client Certificate giving present status of the project and view of the quality of services by the Bidder 			

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

9.7. TQ_10: Undertaking for number of technically qualified full time professionals on companies payroll

To
The CEO,
PUNE Smart City Development Corporation Ltd.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document “**Selection of agency for setting up network of smart elements in Pune city**”.

I hereby declare that my company <name has to specify by bidder> has <number to be defined by bidder> technically qualified professionals as on 31 Mar 2016.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Details of the employees are:

#	Name of Resource	Educational Qualification	Total Work Experience
1			
2			
3			

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

9.8. TQ_12: Undertaking for manpower deployed on project

Date: dd/mm/yyyy

To
The CEO,
PUNE Smart City Development Corporation Ltd.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document “***Selection of agency for setting up network of smart elements in Pune city***”.

I hereby declare that my company <name has to specify by bidder> has <number to be defined by bidder> technically qualified professionals as on 31 Mar 2016.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Details of the employees are:

#	Proposed Position	Name of Resource	Proposed CV Compliance
1	Project Manager		
2	Solution Architect		
3	IoT Expert		
4	Command Centre Expert		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

9.9. TQ_13: CVs of the Key Manpower proposed

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	<ul style="list-style-type: none"> ▪ Degree / Diploma, College, University, Year of Passing ▪ Degree / Diploma, College, University, Year of Passing 																		
7	Summary of Key Training and Certifications	<ul style="list-style-type: none"> ▪ ▪ 																		
8	Language Proficiency	<table border="1"> <thead> <tr> <th>Language</th> <th>Reading</th> <th>Writing</th> <th>Speaking</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Language	Reading	Writing	Speaking														
Language	Reading	Writing	Speaking																	
9	Employment Record (For the total relevant experience)	<table border="1"> <tbody> <tr> <td>From / To:</td> <td></td> </tr> <tr> <td>Employer:</td> <td></td> </tr> <tr> <td>Position Held:</td> <td></td> </tr> <tr> <td>From / To:</td> <td></td> </tr> <tr> <td>Employer:</td> <td></td> </tr> <tr> <td>Position Held:</td> <td></td> </tr> <tr> <td>From / To:</td> <td></td> </tr> <tr> <td>Employer:</td> <td></td> </tr> <tr> <td>Position Held:</td> <td></td> </tr> </tbody> </table>	From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:	
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Position Held:																				
From / To:																				
Employer:																				
Position Held:																				
10	Total No. of Years of Work Experience																			

11	Total No. of Years of Experience for the Role proposed															
12	<p>Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)</p> <table border="1"> <tr> <td>Name of assignment or project:</td> <td></td> </tr> <tr> <td>Year:</td> <td></td> </tr> <tr> <td>Location:</td> <td></td> </tr> <tr> <td>Client:</td> <td></td> </tr> <tr> <td>Main project features:</td> <td></td> </tr> <tr> <td>Positions held:</td> <td></td> </tr> <tr> <td>Activities performed:</td> <td></td> </tr> </table>	Name of assignment or project:		Year:		Location:		Client:		Main project features:		Positions held:		Activities performed:		
Name of assignment or project:																
Year:																
Location:																
Client:																
Main project features:																
Positions held:																
Activities performed:																

9.10. Format for Authorization Letters from OEMs

<<*To be printed on letter head of OEM and signed by Authorized signatory of OEM*>>

Date: dd/mm/yyyy

To
The CEO
PUNE Smart City Development Corporation Limited

Sub : Selection of Service Provider for the Project "***Selection of Agency for Setting up Network of Smart Elements in Pune City***" – Authorization Letter from OEMs

Ref : Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses 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 above equipment / software manufactured / developed by us.

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 this letter.

Yours faithfully,

(Signature of the Authorized Signatory from OEM)

Name

Designation

Seal.

Date:

Place:

Business Address:

Thanking You,

(Signature of the Authorized Signatory- Lead Bidder)

Name

Designation

Seal.

Date:

Place:

Business Address:

9.11. Power of Attorney for Lead Member of Consortium

Whereas the PSCDCL has invited applications from interested parties for the "Request for Proposal for Selection of agency for network of smart elements (Wi-Fi, Emergency Call Boxes/ panic buttons, Public Addressing system, Environmental sensors, Variable messaging displays and Smart City Operations center) in Pune city".

Whereasand (Collectively "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our Registered office at,

M/s,..... having our Registered office at,

M/s,..... having our Registered office at,

(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/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 pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the PSCDCL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the PSCDCL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *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 board or shareholders' resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

9.12. Joint Bidding Agreement

<<To be executed on Stamp paper of appropriate value>>

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

AMONGST

1. { Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. { Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. { Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

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

WHEREAS,

- a) [THE PUNE MUNICIPAL CORPORATION, represented by [], having its principal office at [] (hereinafter referred to as the “PMC”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns); has invited bids (the Bids”) by its Tender document ____ dated (the “Tender”) for pre-qualification and short-listing of bidders for Selection of agency for setting up network of smart elements in Pune city.
- b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the Project, and
- c) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1) Definitions and Interpretations

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

2) Consortium

- 1) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2) The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3) Role of the Parties

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

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract;
- b) Party of the Second Part shall be {the _____ Member of the Consortium}
- c) Party of the Third Part shall be {the _____ Member of the Consortium}

4) Joint and Several Liability

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

5) Representation of the Parties

- 1) Each Party represents to the other Parties as of the date of this Agreement that:
 - a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium
- 2) Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - Require any consent or approval not already obtained.
 - violate any Applicable Law presently in effect and having applicability to it;
 - violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances

or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

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

6) Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the PMC to the Bidder, as the case maybe.

7) Miscellaneous

- 1) This Joint Bidding Agreement shall be governed by laws of {India}.
- 2) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the PMC.

10. Commercial Bid Format & Instructions

10.1. Revenue and Commercialization Model

- i. PSCDCL is keen to implement products and solutions of global standards, and ensure each of the smart city initiative delivers value to the end consumer. PSCDCL would also encourage monetization of these initiatives, in order to make the overall project a self-sustainable model. Some of the initiatives being undertaken under this tender have a strong revenue generation streams, which if optimally utilized, SI can create a great business model. Following revenue streams are identified by PSCDCL under different initiatives:
 - City Wide Wi-Fi
 - Revenue from Internet surfers beyond the free time / minimum download
 - Innovative services to the users / corporates by use of Wi-Fi network
 - Advertisement on the poles erected by SI for access points
 - Advertisement on the Mobile App
 - Variable Messaging Sign / Display Boards
 - Advertisement on the display boards
- ii. *Bidders are required to provide the individual costing for each elements in most transparent manner and not for cross loading of pricing between different line items for different elements. Any such latent use of cross-loading will be considered as purposeful misleading. Bidder may be asked to explain such incidences, if required, in detail. Bidder may also be liable for disqualification for such mis-representation of information.*
- iii. *SI shall be allowed to propose the additional revenue streams as part of it's bid submission, apart from the ones mentioned above. The project monitoring committee, appointed by PSCDCL shall take review of such additional revenue streams before these are implemented by the successful bidder. For any additional revenue streams allowed, SI shall share the quoted value or quoted percentage (%) of the net revenue to PSCDCL (net of taxes). It is advised that bidder identifies such additional revenue streams in their technical & commercial proposal itself, so as to take optimum benefit in their commercial bid.*
- iv. *If SI proposes any further additional revenue streams during implementation (which are not identified at the time of bid submission), the project monitoring committee of PSCDCL shall take review of such additional revenue streams before these are implemented by the successful bidder. For such additional revenue streams allowed, SI shall share 20% of the net revenue to PSCDCL (net of taxes).*

10.2. City Wi-Fi

Particulars	Net Value	Taxes (pl specify)	Total
CAPEX (A1)			
OPEX (B1)			
Net Revenue to PSCDCL (C1)			
Total = A1 + B1 – C1			
NPV for City Wi-Fi	A1 + B1.1 - C1.1		

10.2.1.1. CAPEX – City Wi-Fi

#	Particulars		Net Value	Taxes	Total
1	Common CAPEX Components				
1.1	Common Item 1 (Application System for User Management)				
1.2	Common Item 2 (Mobile App for User Interface)				
1.3	Common Item 3 (One-time Project Management)				
1.4	Compute Infrastructure at Data Center				
1.5	Storage at Data Center				
	<Pl specify any other items>				
....	Total (Common Items)				
2	Location 1	Wi-Fi Access Points			
		Blended cost towards the server side compute and storage hardware requirements			
		Other edge level equipment (pl specify details)			
		Last mile connectivity requirements			
3	Location 2	Wi-Fi Access Points			
		Blended cost towards the server side compute and storage hardware requirements			
		Other edge level equipment (pl specify details)			
		Last mile connectivity requirements			
n	Location n	Wi-Fi Access Points			
		Blended cost towards the server side compute and storage hardware requirements			
		Other edge level equipment (pl specify details)			
		Last mile connectivity requirements			
Total (A1)					

Notes:

- Capital Costs towards common items are expected to be largely towards software components, which are one-time costs towards the project.
- Particulars specified in different common items in the table above are indicative and are for reference only. Bidders to specify their actual line items.
- Costs towards various locations should include the blended costs towards the server side compute and storage hardware requirements. It should also include all the edge level equipment costs and the last mile connectivity requirements.

10.2.1.2. OPEX – City Wi-Fi

#	Particulars	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
1	Common OPEX Components						
1.1	Item 1						
1.2	Item 2						
	Total						
2	Opex Item 1						
2.1	Location 1						
2.2	Location 2						
2.n	Location 'n'						
	Total						
3	Opex Item 'n'						
3.1	Location 1						
3.2	Location 2						
3.n	Location 'n'						
	Total						
	Total						
	Total NPV (B1.1.)						

Notes:

- Operational Costs towards common items are expected to be largely towards central efforts, which are irrespective of no. of Wi-Fi hot spots
- Costs towards various locations should include the blended costs towards the ATS / maintenance of server side compute and storage hardware requirements

10.2.1.3. Revenue – City Wi-Fi

#	Particulars	Estimated revenue	Yr 1 % share with PSCDCL	Min. share with PSCDCL (amount)	Yr 2	...	Yr 5	Total of min. share with PSCDCL
1	Common Revenue Streams							
1.1	Item 1							
1.2	Item 2							
1.3	Additional Revenue streams proposed							
1.3	Total							
2	Location 1							
3	Location 2							
--	Location 'n'							

n + 2	Additional						
n + ..	Revenue streams proposed						
Total (C1)		-	-				
NPV		NA	-				
Total NPV (C1.1.)							

Notes:

- Additional revenue streams could be the committed revenue streams bidder wants to propose in their proposal. As specified in 10.1 bidder would be required to SI shall share the quoted value or quoted percentage (%) of the net revenue to PSCDCL (net of taxes).
- The bidders may visit the sites and obtain additional information at their own cost and responsibility.

10.3. Emergency Call Box/ Panic Buttons Systems

Particulars	Net Value	Taxes (pl specify)	Total
CAPEX (A2)			
OPEX (B2)			
Net Revenue to PSCDCL (C2)		NA	
Total = A2 + B2 – C2			
NPV for Emergency / Panic Buttons Systems	A2 + B2.1 – C2.1		

10.3.1.1. CAPEX – Emergency Call Box/ Panic Button Systems

#	Particulars	Units	Unit Price	Net Value	Taxes	Total
1	Common CAPEX Components					
1.1	Compute Infrastructure at Data Center					
1.2	Storage at Data Center					
1.3	Common Item 1 (Application System)	1				
1.4	Common Item 3 (One-time Project Management)	1				
	<Pl specify any other items>					
...	Total (Common Items)					
2	Emergency Call Box					
3	Other Edge level equipment (specify each line item)					

4	CAPEX for Last Mile Connectivity (Min. 1 MB connectivity)					
...	<Pl specify>					
Total (A2)						

Notes:

- Capital Costs towards common items are expected to be largely towards software components, which are one-time costs towards the project.
- Particulars specified in the table above are indicative and are for reference only. Bidders to specify their actual line items.

10.3.1.2. OPEX – Emergency Call Box / Panic Button Systems

#	Particulars	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
1	Item 1						
2	Item 2						
3	Bandwidth						
--	...						
Total (B2)							
Total NPV (B2.1)							

Notes:

- Operational Costs towards common items are expected to be largely towards central efforts, which are ir-respective of no. of panic button systems.
- Costs towards various locations should include the blended costs towards the ATS / maintenance of server side compute and storage hardware requirements.

10.3.1.3. Revenue – Emergency / Panic Button Systems

#	Particulars	Estimated revenue	Yr 1 % share with PSCDCL	Min. share with PSCDCL (amount)	Yr 2	...	Yr 5	Total of min. share with PSCDCL
1	Revenue Streams (if proposed by the bidder)							
1.1	Item 1							
1.2	Item 2							
..								
Total (C2)		-	-					
NPV		-	-					
Total NPV (C2.1.)								

Notes:

- Additional revenue streams could be the committed revenue streams bidder wants to propose in their proposal. As specified in 10.1 bidder would be required to SI shall share the quoted value or quoted percentage (%) of the net revenue to PSCDCL (net of taxes).

10.4. Public Addressing System

Particulars	Net Value	Taxes (pl specify)	Total
CAPEX (A3)			
OPEX (B3)			
Revenue (C3)	NA	NA	
Total = A3 + B3 – C3			
NPV for Public Addressing System	A3 + B3.1 – C3.1		

10.4.1.1. CAPEX – Public Address System

#	Particulars	Units	Unit Price	Net Value	Taxes	Total
1	Common CAPEX Components					
1.1	Compute Infrastructure at Data Center					
1.2	Storage at Data Center					
1.3	Common Item 1 (Application System)	1				
1.4	Common Item 3 (One-time Project Management)	1				
	<Pl specify any other items>					
...	Total (Common Items)					
2	Public Address Speakers					
3	Other Edge level equipment (specify each line item)					
4	CAPEX for Last Mile Connectivity (Min. 1 MB connectivity)					
...	<Pl specify>					
	Total (A3)					

Notes:

- Capital Costs towards common items are expected to be largely towards software components, which are one-time costs towards the project.
- Particulars specified in the table above are indicative and are for reference only. Bidders to specify their actual line items.

10.4.1.2. OPEX – Public Address System

#	Particulars	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
1	Item 1						
2	Item 2						
3	Bandwidth						
--	...						
Total (B3)							
Total NPV (B3.1)							

Notes:

- Operational Costs towards common items are expected to be largely towards central efforts, which are irrespective of no. of panic button systems.
- Costs towards various locations should include the blended costs towards the ATS / maintenance of server side compute and storage hardware requirements.

10.4.1.3. Revenue – Public Address System

#	Particulars	Estimated revenue	Yr 1 % share with PSCDCL	Min. share with PSCDCL (amount)	Yr 2	...	Yr 5	Total of min. share with PSCDCL
1	Revenue Streams (if proposed by the bidder)							
1.1	Item 1							
1.2	Item 2							
..								
Total (C3)		-	-					
NPV		-	-					
Total NPV (C3.1.)								

Notes:

- Additional revenue streams could be the committed revenue streams bidder wants to propose in their proposal. As specified in 10.1 bidder would be required to SI shall share the quoted value or quoted percentage (%) of the net revenue to PSCDCL (net of taxes).

10.5. Environmental Sensors

Particulars	Net Value	Taxes (pl specify)	Total
CAPEX (A4)			
OPEX (B4)			
Net Revenue to PSCDCL (C4)	NA	NA	
Total = A4 + B4 – C4			
NPV for Public Addressing System	A4 + B4.1 – C4.1		

10.5.1.1. CAPEX – Environmental Sensors

#	Particulars	Units	Unit Price	Net Value	Taxes	Total
1	Common CAPEX Components					
1.1	Compute Infrastructure at Data Center					
1.2	Storage at Data Center					
1.3	Common Item 1 (Application System)	1				
1.4	Common Item 3 (One-time Project Management)	1				
	<Pl specify any other items>					
...	Total (Common Items)					
2	Sensors (Pl list prices by type of sensors)					
3	Other Edge level equipment (specify each line item)					
4	CAPEX for Last Mile Connectivity (Min. 128 KB connectivity)					
...	<Pl specify>					
Total (A4)						

Notes:

- Capital Costs towards common items are expected to be largely towards software components, which are one-time costs towards the project.
- Particulars specified in the table above are indicative and are for reference only. Bidders to specify their actual line items.

10.5.1.2. OPEX – Environmental Sensors

#	Particulars	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
1	Item 1						
2	Item 2						
3	Bandwidth						
--	...						
Total (B4)							
Total NPV (B4.1)							

Notes:

- Operational Costs towards common items are expected to be largely towards central efforts, which are irrespective of no. of panic button systems.

- Costs towards various locations should include the blended costs towards the ATS / maintenance of server side compute and storage hardware requirements.

10.5.1.3. Revenue – Environment Sensors

#	Particulars	Estimated revenue	Yr 1 % share with PSCDCL	Min. share with PSCDCL (amount)	Yr 2	...	Yr 5	Total of min. share with PSCDCL
1	Revenue Streams (if proposed by the bidder)							
1.1	Item 1							
1.2	Item 2							
..								
Total (C4)		-	-					
NPV		-	-					
Total NPV (C4.1.)								

Notes:

- Additional revenue streams could be the committed revenue streams bidder wants to propose in their proposal. As specified in 10.1 bidder would be required to SI shall share the quoted value or quoted percentage (%) of the net revenue to PSCDCL (net of taxes).

10.6. Variable Messaging System

Particulars	Net Value	Taxes (pl specify)	Total
CAPEX (A5)			
OPEX (B5)			
Revenue (C5)	NA	NA	
Total = A5 + B5 – C5			
NPV for Public Addressing System	A5 + B5.1 – C5.1		

10.6.1.1. CAPEX – Variable Messaging System

#	Particulars	Units	Unit Price	Net Value	Taxes	Total
1	Common CAPEX Components					
1.1	Compute Infrastructure at Data Center	1				
1.2	Storage at Data Center	1				
1.3	Common Item 1 (Application System)	1				

1.4	Common Item 3 (One-time Project Management)	1				
	<Pl specify any other items>					
...	Total (Common Items)					
2	VMS Displays					
3	Other Edge level equipment (specify each line item)					
4	CAPEX for Last Mile Connectivity (Min. 2 MB connectivity)					
...	<Pl specify>					
Total (A5)						

Notes:

- Capital Costs towards common items are expected to be largely towards software components, which are one-time costs towards the project.
- Particulars specified in the table above are indicative and are for reference only. Bidders to specify their actual line items.

10.6.1.2. OPEX – Variable Messaging System

#	Particulars	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
1	Item 1						
2	Item 2						
3	Bandwidth						
--	...						
Total (B5)							
Total NPV (B5.1)							

Notes:

- Operational Costs towards common items are expected to be largely towards central efforts, which are ir-respective of no. of panic button systems.
- Costs towards various locations should include the blended costs towards the ATS / maintenance of server side compute and storage hardware requirements.

10.6.1.3. Revenue – Variable Messaging System

#	Particulars	Estimated revenue	Yr 1 % share with PSCDCL	Min. share with PSCDCL (amount)	Yr 2	...	Yr 5	Total of min. share with PSCDCL

1	Advertisement on the display boards							
2	Other Revenue Streams (if proposed by the bidder)							
2.1	Item 1							
2.2	Item 2							
..								
Total (C5)		-	-					
NPV		-	-					
Total NPV (C5.1.)								

Notes:

- Additional revenue streams could be the committed revenue streams bidder wants to propose in their proposal. As specified in 10.1 bidder would be required to SI shall share the quoted value or quoted percentage (%) of the net revenue to PSCDCL (net of taxes).

10.7. Smart City Operations Center (SCOC)

Particulars	Net Value	Taxes (pl specify)	Total
CAPEX (A6)			
OPEX (B6)			
Revenue (C6)	NA	NA	
Total = A6 + B6 – C6			
NPV for SCOC	A6 + B6.1 – C6.1		

10.7.1.1. CAPEX – SCOC

#	Particulars	Units	Unit Price	Net Value	Taxes	Total
1	Application System – Pl list	1				
2	Customization Effort – Pl share details	1				
3	Compute Infrastructure at Data Center	1				
4	Storage at Data Center	1				
5	Video Wall (5 X 4 Cubes, each of min. 50 inches diagonally)	1				
6	Workstations	10				
7	Edge level equipment – both active & passive components (specify each line item)	1				

8	Training Sessions to SCOC Operators	5				
9	Project Management Effort					
10	Any other item ...					
Total (A6)						

10.7.1.2. OPEX – SCOC

#	Particulars	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
1	Pl specify						
2	Pl specify						
--	...						
Total (B6)							
Total NPV (B6.1)							

10.7.1.3. Revenue – SCOC

Yr 1								
#	Particulars	Estimated revenue	% share with PSCDCL	Min. share with PSCDCL (amount)	Yr 2	...	Yr 5	Total of min. share with PSCDCL
1	Revenue Streams (if proposed by the bidder)							
1.1	Item 1							
1.2	Item 2							
..								
Total (C6)		-	-					
NPV		-	-					
Total NPV (C6.1.)								

Notes:

- Additional revenue streams could be the committed revenue streams bidder wants to propose in their proposal. As specified in 10.1 bidder would be required to SI shall share the quoted value or quoted percentage (%) of the net revenue to PSCDCL (net of taxes).

10.8. Miscellaneous

Particulars	Net Value	Taxes (pl specify)	Total
CAPEX (A7)			
OPEX (B7)			
Total = A7 + B7			

NPV for Miscellaneous Items

A7 + B7

10.8.1.1. CAPEX – Miscellaneous

#	Particulars	Net Value	Taxes	Total
1	Common Project Management			
2	Common Data Center Infrastructure (common to all smart elements)			
3	Training to various stakeholders			
4	Survey Effort			
5	Internet Bandwidth			
...	Any other item ...			
Total (A7)				

10.8.1.2. OPEX – Miscellaneous

#	Particulars	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
1	Item 2						
2	Item 2						
3	Support manpower during operational phase						
4	Help Desk Support						
...	Any other item ...						
Total (B7)							
Total NPV (B7.1)							

10.9. Summary of Commercials

#	Particulars	CAPEX	OPEX (NPV)	Revenue for PSCDCL (NPV)	Net NPV
1	City Wi-Fi				
2	Emergency call box/ Panic Button Systems				
3	Public Address System				
4	Environmental Sensors				
5	Variable Messaging Displays				
6	Smart City Operations Center				
7	Miscellaneous				
Grand Total NPV					

Remarks:

- The bidders may visit the site and obtain additional information at their own cost and responsibility.
- Any additional tools/software used during the project implementation and support must be clearly discussed and approved with PSCDCL and the cost of the same must be solely incurred by the bidder.
- All the prices are to be entered in Indian Rupees ONLY.
- NPV calculations to be done with 12% discounting on annual basis.
- *Quantities mentioned in the commercial formats are indicative in number. PSCDCL may or may not procure above components. PSCDCL has the rights to delete any of the above smart elements before final implementation. Also, PSCDCL reserves the right to remove any of the line components (as per BOQ provided) and to change the location of final implementation of smart elements.*
- The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for. During the payment stage, PSCDCL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- Custom Duty should be paid by bidder and all bills shall be generated in the bidder's name. These bills can later be submitted to PSCDCL for claim.
- For the purpose of evaluation of Commercial Bids, PSCDCL shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- The Contract Price shall be a firm lump sum not subject to any alteration.
- The Implementation Agency shall be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
- The % of the revenue for each of the smart elements quoted as share to PSCDCL shall be minimum guaranteed amount to be paid to PSCDCL. Actual payment to PSCDCL shall be either this minimum guaranteed amount or the % of the actual revenue, whichever is higher. The amount on the higher side to be adjusted (paid to PSCDCL) within 30 days after the 4th quarter of the respective year.

11. Annexure

11.1. Commercial Bid Declaration

<<To be printed on letter head of Lead Bidder and signed by Authorized signatory of lead bidder>>

Date: dd/mm/yyyy

To

The CEO

PUNE Smart City Development Corporation Limited

Sub : Selection of Service Provider for the Project "***Selection of Agency for Setting up Network of Smart Elements in Pune City***"

Ref : Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "**Selection of Agency for Setting up Network of Smart Elements in Pune City for Pune Municipal Corporation**" do hereby propose to provide services as specified in the Bid Document referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax is allocated under the law, we shall pay the same.

2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, shall not be given effect to.

3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

5. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the Bid Document.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

11.2. Format for Performance Bank Guarantee**<< To be printed on Rs. 100/- Stamp Paper >>**

IN CONSIDERATION OF Through

PUNE Smart City Development Corporation (PSCDCL) for Selection of Agency for implementation of Smart elements in Pune City (hereinafter referred to as the “said work”) on the terms and conditions of the AGREEMENT dated theday of 2016 executed between PSCDCL on the one part and the Company (Name of the Company) on the other part (hereinafter referred to as “the said AGREEMENT”) and on the terms and conditions specified in the Contract, Form of Offer and Form of acceptance of Offer, true and complete copies of the offer submitted by the Company, the said Acceptance of Offer and the said AGREEMENT are annexed hereto.

The Company has agreed to furnish PSCDCL in Guarantee of the Nationalized Bank for the sum of Rs (Agreement in Words and Figures) only which shall be the Security Deposit for the due performance of the terms covenants and conditions of the said AGREEMENT. We..... Bank Registered in India under Act and having one of our Local Head Office at..... do hereby guarantee to PSCDCL in Department.

- i. Due performance and observances by the Company of the terms covenants and conditions on the part of the Company contained in the said AGREEMENT, AND
- ii. Due and punctual payment by the Company to PSCDCL of all sum of money, losses, damages, costs, charges, penalties and expenses that may become due or payable to PSCDCL by or from the Company by reason of or in consequence of any breach, non-performance or default on the part of the Company of the terms covenants and conditions under or in respect of the said AGREEMENT.

AND FOR THE consideration aforesaid, we do hereby undertake to pay to PSCDCL on demand without delay demur the said sum of Rs. (Rupees only) together with interest thereon at the rate prescribed under from the date of demand till payment or such lesser sum, as may be demanded by PSCDCL from us as and by way of indemnity on account of any loss or damage caused to or suffered by PSCDCL by reason of any breach, non-performance or default by the Company of the terms, covenants and conditions contained in the said AGREEMENT or in the due and punctual payment of the moneys payable by the Company to PSCDCL thereunder and notwithstanding any dispute or disputes raised by the Company in any suit or proceeding filed before the Court relating thereto our liability hereunder being absolute and unequivocal and irrevocable AND WE do hereby agree that –

- a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of PSCDCL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till PSCDCL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.

- b) We shall not be discharged or released from liability under this Guarantee by reason of
 - a. any change in the Constitution of the Bank or
 - b. any arrangement entered into between PSCDCL and the Company with or without our consent;
 - c. any forbearance or indulgence shown to the Company,
 - d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
 - e. any time given to the Company, OR
 - f. any other conditions or circumstances under which in a law a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum of Rs..... (Rupees Only).
- d) We shall not revoke this guarantee during its currency except with the previous consent of PSCDCL in department in writing;
- e) Provided always that notwithstanding anything herein contained our liabilities under this guarantee shall be limited to the sum of Rs..... (Rupees..... only) and shall remain in force until PSCDCL certifies that the terms and conditions of the said AGREEMENT have been fully and properly carried out by the Company.
- f) Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment or any portion thereof due to PSCDCL under the said AGREEMENT or if the Company fails to perform the said AGREEMENT or default shall be made in fulfilling any of the terms and conditions contained in the said AGREEMENT by the Company, the Bank shall pay to PSCDCL demand without any demur, such sum as may be demanded, not exceeding Rs..... (Rupees.....) and that the Bank will indemnify and keep PSCDCL indemnified against all the losses pursuant to the said AGREEMENT and default on the part of the Company. The decision of PSCDCL that the default has been committed by the Company shall be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of PSCDCL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.
- g) PSCDCL shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said AGREEMENT or any terms thereof or grant any extension of time or any facility or indulgence to the Company and Guarantee shall not be released by reason of any time facility or indulgence being given to the Company or any forbearance act or omission on the part of PSCDCL or by any other matter or think whatsoever which under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all suretyship and other rights which it might otherwise be entitled to enforce.
- h) That the absence of powers on the part of the Company or PSCDCL to enter into or execute the said AGREEMENT or any irregularity in the exercise of such power or invalidity of the said

AGREEMENT for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity,

- i) The Guarantor agrees and declares that for enforcing this Guarantee by..... against it, the Courts at Pune only shall have exclusive jurisdiction and the Guarantor hereby submits to the same

1.....

2.....

Being respectively the Director of the Company, who in token thereof, has hereto set his respective hands in the presence of –

1.....

2.....

11.3. Master Service Agreement

(To be printed on Rs. 100/- Stamp Paper)

This **AGREEMENT** is made at _____, Pune, Maharashtra, on this ____ day of _____, _____,

BETWEEN

-----, hereinafter referred to as "**Client**", or "**PSCDCL**" (*which expression unless repugnant to the context therein shall include its administrator and permitted assignees*) of the **FIRST PART**;

AND

-----, a company registered under the Companies Act, 1956, having its registered office at -----, hereinafter referred to as "**Systems Integrator**" or "**SI**" or "**Vendor**", (*which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees*), of the **SECOND PART**.

Whereas PSCDCL has envisaged to implement multiple Smart City interventions for the city of Pune (hereinafter referred to as the "**Smart Elements Project**");

And whereas PSCDCL published the RFP to seek services of a reputed IT firm as a System Integrator for Design, Development, Implementation & Maintenance of various Smart City Interventions for Pune city;

And whereas M/s. ----- has submitted its proposal to Design, Development, Implementation & Maintenance of various Smart City Interventions for Pune city;

AND whereas PSCDCL has selected M/s.....as successful bidder and issued Letter of Intent datedto the successful bidder who in turn signed and returned the same as a token of acceptance of Letter of Intent.

And whereas PSCDCL and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

1) Definitions

In this Agreement, the following terms shall be interpreted as indicated, -

- (a) "PSCDCL" means Pune Smart City Development Corporation Limited;
- (b) "Contract" means this Agreement entered into between PSCDCL and the Systems Integrator including all attachments and annexure thereto and all documents incorporated by reference therein;
- (c) "Systems Integrator" means M/s. ----- interchangeably referred to as "SI" in the contract; and
- (d) "RFP" means the Tender Published by PSCDCL (Ref. No. -----) and the subsequent Corrigenda / Clarifications issued.
- (e) *"Go Live or successful completion of implementation of the project" date means the 16th day after the date on which the proposed project stream becomes operational after successful conclusion of all acceptance tests to the satisfaction of PSCDCL.*
- (f) *"Deliverable" means any action / output generated by the SI while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work and as per the SLAs.*
- (g) *"Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilised by the SI for the Pune City 'Smart Elements' Project.*

2) Interpretation

The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:

- this Agreement;
- Scope of Services for the Systems Integrator (hereby annexed as **Annexure I**)
- Detail Commercial proposal of the Systems Integrator accepted by PSCDCL (hereby annexed as **Annexure II**)
- SLA to be adhered by the Systems Integrator (hereby annexed as **Annexure III**)

- Clarification & Corrigendum Documents published by PSCDCL subsequent to the RFP for this work (hereby annexed as **Annexure IV**)
- RFP Document of PSCDCL for this work (hereby annexed as **Annexure V**)
- LoI issued by the PSCDCL to the successful bidder (hereby annexed as **Annexure VI**); and
- Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (hereby annexed as **Annexure VII**).

3) Term of the Agreement

The term of this agreement shall be a period of 5 years from the date of execution of this Agreement. This includes the estimated period of 6 months for implementation of the project and 5 years for operations and maintenance from the date of successful completion of implementation of all the project streams.

In the event of implementation period getting extended beyond 6 months, for reasons not attributable to the Systems Integrator, PSCDCL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 5 years from the date of successful completion of implementation of all the project streams. (Note: Delay caused due to any reason not in control of the SI would not be attributed to the project period.)

PSCDCL also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 5 years of post-implementation period. Terms and conditions of such an extension shall be prepared by PSCDCL and finalized in mutual discussion with the SI.

4) Fees

As elaborated in the RFP documents and the subsequent clarifications / corrigendum, different scope elements are being implemented with an objective to enhance quality of life for the residents / visitors of Pune city. Project also enables monetization of these interventions to make them self-sustainable, and in some cases even generate additional revenue for PSCDCL.

PSCDCL shall use the following payment terms for 'Smart Element' streams where NPV of Capex + Opex – Revenue over the project lifecycle is positive (from bidder's perspective) as per the following payment milestones:

- a) 10% of CAPEX to be paid as mobilization advance against equivalent Bank Guarantee. (This BG will be valid for 30 weeks).
- b) 30% of CAPEX against the Go Live of the respective work streams
- c) Remaining payment shall be combination of below on quarterly basis (28 quarters for other smart elements):
 - 60% of CAPEX in equal quarterly installments
 - OPEX projected by SI in their commercial bid

- d) The SI will pay PSCDCL revenue (minimum committed revenue or the committed % of the revenue generated by SI, whichever is higher) on quarterly basis from 15 days on completion of quarter.

PSCDCL shall use the following payment terms for 'Smart Element' streams where NPV of Capex + Opex – Revenue over the project lifecycle is negative (from bidder's perspective) as per the following payment milestones:

- a) 10% of CAPEX to be paid as mobilization advance against equivalent Bank Guarantee. (This BG will be valid for 30 weeks)
- b) 70% of CAPEX against the Go Live of the respective work streams
- c) Remaining payment shall be combination of below on quarterly basis (28 quarters for other smart elements):
 - 20% of CAPEX in equal quarterly installments
 - OPEX projected by SI in their commercial bid
- d) The SI will pay PSCDCL revenue (minimum committed revenue or the committed % of the revenue generated by SI, whichever is higher) on quarterly basis from 15 days on completion of quarter

The fees shall be inclusive of Value Added Tax or Sales Tax, Service Tax, Income Tax, duties, fees, levies, charges, and commissions as applicable under the relevant Local Laws or Laws of India. Should there be a change in such applicable taxes / levies / charges, the actual taxes / levies / charges on the date of billing would prevail.

The quarterly payment shall be due at the end of every three months starting from the date of successful completion of implementation of the project stream. The 1 quarter end would 9 months or at the end of 3 months of successful completion of implementation of the project stream, whichever is earlier.

PSCDCL will release the payment, if applicable, within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of PSCDCL. PSCDCL shall be entitled to delay or withhold the payment of any invoice or part of it delivered by SI, where PSCDCL disputes such invoice or part of it provided that such a dispute is bonafide. The disputed amount shall be settled in Resolution of dispute.

5) Scope Extension

PSCDCL reserves right to extend the scope of services for the price & timelines as given in Annexure II & Annexure III to this Agreement. The SLAs applicable to this Contract shall be liable for the additional items too.

6) Work Completion Timelines

List of the broad activities to be carried out by the Systems Integrator and the timelines from the date of Work Order are given in the table below. “T” stands for the date of issue of the Work Order.

#	Activity	Timelines
1.	Mobilization of Resources, Preparation of the Inception Report	T + 3 weeks
2.	Prepare the Detailed Technical Architecture of the Overall System in consultation with all the Stakeholders, Completion of detail survey	T + 7 weeks
3.	Prepare FRS for all the work streams, Finalize Reporting Formats / Base Rules	T + 10 weeks
4.	Prepare SRS, SDD for all the Software Components	T + 14 weeks
5.	Supply, Installation, Configuration of various equipment, components, systems	T+18 weeks
6.	Acceptance Testing (AT) for all the systems, equipment	T+22 weeks
7.	Training and Capacity Building for the relevant PSCDCL / PMC officials	T+22 weeks
8.	Final Acceptance Test (FAT) for overall solution	T+24 weeks
9.	Formal Go Live for the Entire Project	T + 26 weeks
10.	Operations and Maintenance post Go-Live	5 years

7) Service Level Agreement (SLA)

PSCDCL is looking at a very professional approach in the project implementation and its operations. System Integrator is expected to match these expectations of the service levels given in Annexure IV of this agreement. Any non-adherence to the SLAs would lead to the penalty, to be calculated as per the details given in Annexure III to this agreement.

8) Use & Acquisition of Assets during the term

System Integrator shall

- take all reasonable & proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the system integrator exclusively in terms of the delivery of the services as per this Agreement (hereinafter the “Assets” which include all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the SI or the PSCDCL) in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time; Note: Hardware upgrades outside the RFP scope would not be part of the original contract and would be catered through change request. Assets would be owned by the PSCDCL however, the System Integrator would be custodian of the same during the entire contract period and would take care of all wear-tear, insurance, theft etc. so that the SLAs are not affected.

- Maintain sufficient spare inventory at all times, for all items of importance;
- keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP to meet the SLAs mentioned in the contract & during the entire term of the Agreement.
- ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the system integrator will be followed by the System integrator & any person who will be responsible for the use of the Asset;
- take such steps as may be recommended by the manufacturer of the Assets & notified to the system integrator or as may be necessary to use the Assets in a safe manner;
- provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users & shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;
- To the extent that the Assets are under the control of the system integrator, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them,
- Provide and facilitate access to PSCDCL or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements;
- Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
- Use the Assets exclusively for the purpose of providing the Services as defined in the contract;
- Use the Assets only in accordance with the terms hereof & those contained in the SLAs;
- Maintain standard forms of comprehensive insurance including liability insurance, system & facility insurance & any other insurance for the Assets, data, software, etc. in the joint names of PSCDCL & the System Integrator, where SI shall be designated as the 'loss payee' in such insurance policies; SI shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time.
- Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to PSCDCL of this Project in an efficient and speedy manner; &
- Obtain a sign off from PSCDCL or its nominated agencies at each stage as is essential to close each of the above considerations.

Ownership of the Assets shall vest with PSCDCL on Go Live of the project. Ownership of any asset, created during the contractual period after go Live, shall also vest with PSCDCL upon creation of such asset. System Integrator shall not use PSCDCL data to provide services for the benefit of any

third party, as a service bureau or in any other manner. Six months prior to the expiry of the contract (of the respective work streams), there shall be joint inspection by a team of PSCDCL and SI to assess the damages to the assets, if any. If damage to the assets is found unacceptable to the PSCDCL, then corresponding penalty/liquidated damages shall be recovered from SI from the fees payable.

9) Security and safety

- The System Integrator will comply with the directions issued from time to time by PSCDCL and the standards related to the security and safety in so far as it applies to the provision of the Services.
- System Integrator shall also comply with the PSCDCL Project's information technology security and standard policies in force from time to time as applicable.
- System Integrator shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to by unauthorized access (including unauthorized persons who are employees of any Party) or interference with PSCDCL's data, facilities or Confidential Information.
- The System Integrator shall upon reasonable request by PSCDCL or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- System Integrator and its partners / sub-contractors shall promptly report in writing to each other and PSCDCL any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at PSCDCL's Facilities.

10) Indemnity

The System Integrator agrees to indemnify and hold harmless PSCDCL, its officers, employees and agents(each a “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses , claims, damages, liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- i. any mis-statement or any breach of any representation or warranty made by the System Integrator or
- ii. The failure by the System Integrator to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the System Integrator. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created System Integrator pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by System Integrator or sub-contractors pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets

under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than System Integrator or its sub-contractors; (B) Third Parties (i.e., other than System Integrator or sub-contractors) at the direction of PSCDCL, or

- iii. any compensation / claim or proceeding by any third party against PSCDCL arising out of any act, deed or omission by the System Integrator or
- iv. Claim filed by a workman or employee engaged by the System Integrator for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- v. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

11) Third Party Claims

- a. Subject to Sub-clause (b) below, the System Integrator (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
 - i) The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii) The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
 - iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. system integrator hereby indemnify & hold indemnified the PSCDCL harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
- vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- Viii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &
- ix. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
- x. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

12) Publicity

Any publicity by the SI in which the name of PSCDCL is to be used should be done only with the explicit written permission of the CEO, PSCDCL.

13) Warranties

- a. The System Integrator warrants and represents to PSCDCL that:
 - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - ii. This Agreement is executed by a duly authorized representative of the System Integrator;
 - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.

b. In the case of the SLAs, the System Integrator warrants and represents to PSCDCL, that:

- the System Integrator has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
- The SLAs have been executed by a duly authorized representative of the System Integrator;
- The System Integrator is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;
- The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;
- System Integrator has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
- The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
- System Integrator will warrant that the goods supplied under the contract are new, unused, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The System Integrator further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- The overall system design shall be such that there is no choking point / bottleneck anywhere in the system (end-to-end) which can affect the performance / SLAs.

Subject to the fulfillment of the obligations of the System Integrator as provided for in sub clause (viii) above, in the event that such warranties cannot be enforced by PSCDCL, the System Integrator will enforce such warranties on behalf of PSCDCL and pass on to PSCDCL, the benefit of any other remedy received in relation to such warranties.

c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the System Integrator is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, PSCDCL will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days on the system Integrator.

14) Force Majeure

The System Integrator shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the “reasonable” control of the System Integrator, not involving the System Integrator’s fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the SI to take benefit of this clause it is a condition precedent that the SI must promptly notify the PSCDCL, in writing of such conditions and the cause thereof within 2 calendar days of the Force Majeure event arising. PSCDCL, or the consultant / committee appointed by the PSCDCL shall study the submission of the SI and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the PSCDCL in writing, the SI shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, PSCDCL and the SI shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of the PSCDCL shall be final and binding on the SI.

15) Resolution of Disputes

The PSCDCL and the SI shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 30 days from the commencement of such informal negotiations, the PSCDCL and the SI are unable to resolve amicably such dispute, the matter will be referred to the CEO, PSCDCL, and his / her opinion shall be taken.

If the SI doesn’t agree with the opinion of the Chief Secretary, PSCDCL, matter shall be referred to two Arbitrators: one Arbitrator to be nominated by PSCDCL and the other one to be nominated by the SI. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Mumbai. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

16) Risk Purchase Clause

In the event SI fails to execute one or multiple work streams, as stipulated in the delivery schedule, or to the satisfaction of the PSCDCL, PSCDCL reserves the right to procure similar services from the next eligible bidder or from another alternate sources at the risk, cost and responsibility of the SI. Before taking such a decision, PSCDCL shall serve a notice period of 1 month to the SI. Total Liability of the SI towards this Clause is limited to 50% of the respective work stream(s) NPV.

17) Limitation of Liability towards PSCDCL

The SI's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The SI shall be liable to the PSCDCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SI and its employees, including loss caused to PMC / PSCDCL on account of defect in goods or deficiency in services on the part of SI or his agents or any person / persons claiming through or under said SI. However, such liability of SI shall not exceed 50% of the total CAPEX + OPEX value.

This limitation of liability shall not limit the SI's liability, if any, for damage to Third Parties caused by the SI or any person or firm acting on behalf of the SI in carrying out the scope of work envisaged herein.

18) Conflict of Interest

A conflict of interest is any situation that might cause an impartial observer to reasonably question whether SI actions are influenced by considerations of your firm's interest at the cost of Government.

The SI shall disclose to the PSCDCL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Systems Integrator or its Team) in the course of performing Services as soon as it becomes aware of such a conflict. However, SI shall hold PSCDCL's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

19) Data Ownership

All the data created as the part of the project shall be owned by PSCDCL. The SI shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the SI only as per the IT Security Policy, approved by PSCDCL. PSCDCL's authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the SI Vendor to data / system security.

20) Intellectual Property Rights

(A) For the customized solution developed for the project, IPR of the solution would belong exclusively to the PSCDCL. The SI shall transfer the source code to PSCDCL at the stage of successful implementation of the respective smart element. SI shall also submit all the necessary instructions for incorporating any modification / changes in the software and its

compilation into executable / installable product. PSCDCL may permit the SI, right to use the customized software for any similar project being executed by the same SI, with payment of reasonable royalty to PSCDCL for the same.

- (B) Deliverables provided to PSCDCL by System Integrator during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between System Integrator and PSCDCL, immediately upon creation, vest in PSCDCL. To the extent that the System Integrator Proprietary Information is incorporated within the Deliverables, System Integrator and its employees engaged hereby grant to PSCDCL a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), use and copy derivative works for the benefit of and internal use of PSCDCL.

21) Fraud and Corruption

PSCDCL requires that SI must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, PSCDCL defines, for the purpose of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of PSCDCL in contract executions.
- b. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to PSCDCL, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive PSCDCL of the benefits of free and open competition.
- c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the PSCDCL in Volume II.
- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the SI has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for PSCDCL for termination of the contract and initiate black-listing of the vendor.

22) Exit Management

(i) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when

the notice of termination is sent to the SI. The exit management period ends on the date agreed upon by the PSCDCL or Six months after the beginning of the exit management period, whichever is earlier.

(ii) Confidential Information, Security and Data

Systems Integrator will promptly on the commencement of the exit management period, supply to the PSCDCL or its nominated agencies the following:

- a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to network of smart elements Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
- c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the PSCDCL and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to PSCDCL or its nominated agencies, or its Replacing Vendor (as the case may be).

(iii) Employees

Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to PSCDCL a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, PSCDCL or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the PSCDCL or any Replacing Vendor.

(iv) Rights of Access to Information

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to PSCDCL and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to the network of smart elements project.

(v) Exit Management Plan

Successful Bidder shall provide PSCDCL with a recommended exit management plan ("Exit Management Plan") within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c) Plans for provision of contingent support to the network of smart elements project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d) Successful Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- e) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by PSCDCL or its nominated agencies.
- f) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.
- g) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

(vi) Transfer Cost

On premature termination of the contract for reasons other than those mentioned in section 23 (Termination for Default), the Successful Bidder shall be paid the depreciated book value of the infrastructure cost and the other assets (as per the Asset Register). The depreciation rates and method followed will be as per Income Tax Rules.

Note: Amount to be payable by SI on premature termination of contract =

Pending amount to be paid against services delivered + Depreciated Book Value of the Assets as per Income Tax Rules – Applicable Penalty / Liquidated Damages

23) Termination of Contract

PSCDCL may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the SI and as it deems fit, terminate the contract either in whole or in part:

- If the SI fails to deliver any or all of the project requirements / operationalization / go-live of the project within the time frame specified in the contract; or
- If the SI fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the SI, PSCDCL shall provide the SI with a written notice of 30 days instructing the SI to cure any breach/ default of the Contract, if PSCDCL is of the view that the breach may be rectified.

On failure of the SI to rectify such breach within 30 days, PSCDCL may terminate the contract by providing a written notice of 30 days to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to PSCDCL. In such event the SI shall be liable for penalty/liquidated damages imposed by the PSCDCL. The performance Guarantee shall be forfeited by the PSCDCL

24) Consequences of Termination

In the event of termination of this contract, PSCDCL is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to PSCDCL and/ or succeeding vendor, as may be required, to take over the obligations of the SI in relation to the execution / continued execution of the requirements of this contract.

25) Plans and drawings

All plans, drawings, specifications, designs, reports and other documents prepared by the Vendor in the execution of the contract shall become and remain the property of PSCDCL and before termination or expiration of this contract the SI shall deliver all such documents, prepared under this contract along with a detailed inventory thereof, to PSCDCL.

26) Miscellaneous

a) Confidentiality

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, video footages, alert information, any confidential department data, products, processes, data, crime / criminal secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its consortium partners or subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of PSCDCL, the Systems Integrator (including all consortiums or partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Systems Integrator and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.

- a. The System Integrator recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the System Integrator. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to PSCDCL / PMC whose data is used but also to its stakeholders. System Integrator, its Subcontractors & agents are required to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in PSCDCL & its nominees receiving a right to seek injunctive relief & damages from the System Integrator.
- b. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") &
 - i. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
 - ii. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &
 - iii. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &
 - iv. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
- c. The restrictions of this Article shall not apply to confidential Information that:
 - i. is or becomes generally available to the public through no breach of this Article by the Recipient; &
 - ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &

- iii. Is developed by the Recipient independently of any of discloser's Confidential Information; &
 - iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
 - v. is identified in writing by the Discloser as no longer proprietary or confidential; or vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- d. to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
 - i. its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
 - ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.
- e. The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.
- f. confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- g. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the SLAs, the termination or expiry of the SLAs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- h. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the

"residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.

- i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that PSCDCL & system integrator, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- j. in connection with the Services, System Integrator may from time to time undertake one or more quality assessment reviews for the purpose of improving the PSCDCL Project. In order for such reviews to be frank & candid, for the greatest benefit to both PSCDCL & System Integrator, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of System Integrator which is licensed to PSCDCL for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against System integrator related to this Agreement or the Services.

A Non-disclosure agreement shall be signed separately between the Systems Integrator and PSCDCL.

b) Standards of Performance

The SI shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The SI shall always act in respect of any matter relating to this contract. The SI shall abide by all the provisions/Acts/Rules/Regulations, Standing orders, etc. of Information Technology as prevalent in the country. The SI shall also conform to the standards laid down by PMC or PSCDCL or Government of Maharashtra or Government of India from time to time.

c) Sub Contracts

All the personnel working on the project and having access to the Servers / data should be on payroll of the Systems Integrator. Sub-contracting / out sourcing would be allowed only for work like

- Passive Networking & Civil Work during implementation,
- FMS staff for non- IT support during post-implementation
- Services of professional architect for design of command / viewing centers

- Services delivered by the respective Product Vendors / OEMs

The bidder is expected to provide details of the sub-contractors for the work which is allowed as mentioned in the clause. Use of personnel not on payroll of the SI shall be considered as sub-contracting.

The SI shall take prior approval from PSCDCL for sub-contracting any allowed work as mentioned in clause, if not already specified in the proposal and approved by PSCDCL. Such sub-contracting shall not relieve the SI from any liability or obligation under the Contract. The SI shall solely responsible for the work carried out by subcontracting under the contract.

d) Care to be taken while working at Public Place

SI should follow instructions issued by *concerned Competent Authority and* PMC from time to time for carrying out work at public places. SI should ensure that there is no damage caused to any private or public property. In case such damage is caused, SI shall immediately bring it to the notice of concerned organization and PSCDCL in writing and pay necessary charges towards fixing of the damage. SI should also ensure that no traffic *congestion*/public inconvenience is caused while carrying out work at public places.

SI shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

e) Compliance with Labor regulations

The SI shall pay fair and reasonable wages to the workmen employed by him, for the contract undertaken by him and comply with the provisions set *forth* under the Minimum wages Act and *the Contract Labour Act 1970*.

f) Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or *employment relationship* between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

g) Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

h) Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

PSCDCL:

Chief Executive Officer
Pune Smart City Development Corporation Ltd.

Tel: -----

Fax: -----

Systems Integrator:

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

i) Performance Guarantee

The SI shall submit performance guarantee which is unconditional & irrevocable equal to 10% of the order value of the contract in the format prescribed in RFP issued by any of the Nationalized Banks Only. The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the SI for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the PSCDCL as a penalty in the event of failure to complete obligations or breach of any of the conditions by the SI.

j) Personnel/Employees

- Personnel/employees assigned by System Integrator to perform the services shall be employees of System Integrator or its sub-contractors, & under no circumstances will such personnel be considered as employees of PSCDCL. System Integrator shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The PSCDCL shall not be responsible for the above issues concerning to personnel of System Integrator.
- System Integrator shall use its best efforts to ensure that sufficient System Integrator personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services. PSCDCL or its nominated agencies shall have the right to require the removal or replacement of any system Integrator personnel performing work under this Agreement. In the event that PSCDCL requests that any System Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by PSCDCL or its nominated agencies, within not later than 30 working days. System Integrator shall depute quality team for the project & as per requirements, PSCDCL shall have the right to ask System Integrator to change the team.
- Management (Regional Head / VP level officer) of System Integrator needs to be involved in the project monitoring & should attend the review meeting atleast once in a month.
- The profiles of resources proposed by System Integrator in the technical proposal, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' & the System Integrator shall not remove such personnel without the prior written consent of PSCDCL. For any changes to the proposed resources, System Integrator shall provide equivalent or better resources (in terms of qualification & experience) in consultation with PSCDCL.
- Except as stated in this clause, nothing in this Agreement will limit the ability of System Integrator freely to assign or reassign its employees; provided that System Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. PSCDCL shall have the right to review & approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.
- Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

k) Variations & Further Assurance

- No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.
- Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

l) Severability & Waiver

- if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute any illegal, invalid or unenforceable provision with a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.
- No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

m) Entire Agreement

This MSA, the SLAs & all schedules appended thereto & the contents & specifications of the Volumes I, II, III & IV of the RFP subsequent corrigenda issued thereon & clarification (undertakings) accepted by the PSCDCL constitute the entire agreement between the Parties with respect to their subject matter.

n) Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

- o) The stamp duty payable for the contract shall be borne by the Systems Integrator.

- p) Deliverables will be deemed to be accepted by PSCDCL if no communication from the department is made to the SI after 30 days of delivery, provided the delivery is made to the designated officer and clearly highlighted in atleast 3 weekly project progress reports

2. Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Pune courts only.

IN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

Signed, sealed and delivered

By -----

-----,

For and on behalf of the **Chairman, PSCDCL**

Signed, sealed and delivered

By -----

For and on behalf of the “Systems Integrator”,

Witnesses:

(1)

(2)

Attachments to the Agreement:

- 1) Scope of Services for the Systems Integrator (Annexure I)

- 2) Detail Commercial proposal of the Systems Integrator accepted by PSCDCL (Annexure II)
- 3) SLA to be adhered by the Systems Integrator (Annexure III)
- 4) Corrigendum Document published by PSCDCL subsequent to the RFP for this work (Annexure IV)
- 5) RFP Document of PSCDCL for this work (Annexure V)
- 6) LoI issued by the PSCDCL to the successful bidder (Annexure VI)
- 7) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (Annexure VII)