



Master System Integrator – Volume 1: Invitation to Bidder

**Implementation of Intelligent Traffic Management System,
Adaptive Traffic Control System, CCTV and Surveillance System,
Solid Waste Management and Integrated with Command and
Control Centre (ICCC)**

ISSUED BY
Agra Smart City Limited
25th March 2018



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The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by ASCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

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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 the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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 or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



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Definitions/Acronyms

Sr. No.	Term/ Acronyms	Description
1	AAA	Authentication, authorization, and accounting
2	ANPR	Automated Number Plate Recognition
3	ASCL	Agra Smart City Ltd
4	AMC	Agra Municipal Corporation
5	AP	Access Point
6	AVLS	Automated Vehicle Locator System
7	Bid	Offer by Bidder to fulfill the requirement of ASCL for an agreed price. It shall be a comprehensive technical and commercial agreed price and response to the RFP
8	BOM	Bill of Material
9	CCC	Command and Control Centre
10	CCTV	Closed Circuit Television
11	Consortium	<p>A consortium consists of multiple members. A consortium should not consist of more than 4 (four) parties (including the Lead Bidder) entering into a Consortium Agreement for common objective of satisfying ASCL requirements & represented by lead member of consortium, designated as a "Lead Bidder".</p> <p>The responsibility for successful execution of the entire project will be that of defined Lead bidder. Consortium members should have relevant experience of executing similar roles and responsibilities in past as stated in the MoU in Annexure 9.</p> <p>Parent company of Bidder/ Lead bidder would be considered for only 100% subsidiary/ division/ sub division/ branch business unit.</p> <p>For technical evaluation, net worth and turnover of only the bidding entity will be considered. Net worth and turnover of any parent, subsidiary, associate or other related entity will not be considered.</p>
12	COP	Common Operating Platform
13	DBA	Database Administrator
14	DC	Data Center
15	DCP	Deputy Commissioner of Police

16	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.
17	DIT	Directorate of Information Technology
18	DNS	Domain Name Server
19	DR	Disaster Recovery
20	Effective Date	Date on which Contract Agreement for this RFP comes into effect
21	EMD	Earnest Money Deposit
22	EMS	Enterprise Management System
23	ETA	Estimated Time of Arrival
24	ETD	Estimated Time of Departure
25	E-Procurement portal	means electronic tendering system of Government of UP
26	FRS	Functional Requirement Specifications
27	GI Pipes	Galvanized iron Pipes
28	GIS	Geographical Information System
29	GoUP	Government of Uttar Pradesh
30	GPRS	General Packet Radio Service
31	GPS	Global Positioning System
32	GSM	Global Systems for Mobile Communications
33	GUI	Graphical User Interface
34	HDPE	High-Density Polyethylene
35	HO	Head Office
36	ICT	Information and Communication Technology
37	IDS	Intrusion Detection System
38	IG	Inspector General of Police
39	IP	Internet Protocol
40	IPS	Intrusion Prevention System
41	ITIL	Information Technology Infrastructure Library
42	LAN	Local Area Network
43	LED	Light Emitting Diode
44	LOI/LOA	Letter of Intent/Letter of Award
45	MoU	Memorandum of Understanding

46	MTBF	Mean Time Between Failures
47	MTTR	Mean Time to Repair
48	MUX	Multiplexer
49	NFC	Near Field Communication
50	NIC	National Informatics Centre
51	Non-Compliance	means failure/refusal to comply with the terms and conditions of the tender
52	Non-responsive	means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given forms / pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD
53	O&M	Operations & Maintenance
54	OEM	Original Equipment Manufacturer
55	OFC	Optical Fibre Cable
56	OGC	Open Geospatial Consortium
57	OS	Operating Systems
58	OTP	One Time Password
59	PA System	Public Address System
60	PDU's	Power Distribution Units
61	PIS	Passenger Information System
62	PoE	Power over Ethernet
63	PoP	Points of Presence
64	PTZ	Pan Tilt Zoom
65	QR Code	Quick Response Code
66	Required Consents	Consents, waivers, clearances and licenses to use ASCL Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that DIT, GoUP their nominated agencies are required to make available to Bidder pursuant to this Agreement;
67	RF	Radio Frequency
68	RFID	Radio Frequency Identification
69	RFP	Request for Proposal
70	RLVD	Red Light Violation Detection
71	RoW	Right of Way
72	RPO	Recovery Point Objective
73	RTO	Recovery Time Objective

74	Service Level	Level of service and other performance criteria which will apply to the Services delivered by the Bidder;
75	MSI	Master System Integrator
76	SLA	Service Level Agreement; Performance and Maintenance SLA executed as part of this Master Service Agreement;
77	SNMP	Simple Network Management Protocol
78	SMPS	Switched Mode Power Supply
79	SOP	Standard Operating Procedure
80	SOS	Save Our Souls. SOS is international Morse code distress signal
81	Successful Bidder	Bidder who is qualified & successful in the bidding process and is awarded the work
82	TRAI	Telecom Regulatory Authority of India
83	TRS	Technical Requirement Specifications
84	UPS	Uninterruptible Power Supply
85	URL	Uniform Resource Locator
86	VA	Video Analytics
87	VaMS	Variable Message System
88	VCA	Video Content Analytics
89	VLAN	Virtual Local Area Network
90	VMS	Video Management Software/System
91	WAN	Wide Area Network

Instructions for Online Bid Submission

1. Instructions to the Bidders to submit the bids online through the Public Procurement Portal for e Procurement at <https://etender.up.nic.in>
2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
3. Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
4. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
5. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
6. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
7. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
8. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
9. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
10. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e- Token/Smartcard to access DSC.
11. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the ‘my tenders’ folder.
12. From my tender folder, he may select the tender to view all the details uploaded there.

13. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
14. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. **Bidder should submit the Tender Fee/ EMD, pre-qualification bid and the Technical Bid in hard copy also as per Clause 2.10 of this RFP. The Financial bid should be submit only online.** The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
17. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
18. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
19. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
21. The bidder has to upload the relevant files required as indicated in the cover

content. In case of any irrelevant files, the bid may be rejected.

22. The bidder shall submit the price bid in the given format and upload after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
23. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
25. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
26. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
30. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. In Parallel, for any further queries, the bidders are advised to send a mail to amcagra1@gmail.com, prasun@gaia.in.

1. Introduction

1.1. Background

The Ministry of Home and Urban Affairs (MoHUA), Government of India (GoI) has rolled out Smart City Mission (SCM). Agra is one of the ULBs selected under the competition of SCM based on the Smart City Plan (SCP) submitted by the City through Government of Uttar Pradesh. Objective of the Smart Cities Mission is to promote Cities that provide core infrastructure, give a decent quality of life to their citizens and apply smart solutions to improve services and infrastructure.

1.2. Need for Present Assignment & Brief Scope of Work

The ASCL, has identified certain Smart ICT intervention required to make the city smart. The broad Scope of Work, Functional Requirements & Technical Specifications have been identified and provided under Volume 2 of the RFP. It is now proposed to appoint a Master System Integrator (MSI) to implement the said ICT interventions, but not limited to the following components:

Sr. No.	Components	Scope of Work - Brief Description
1	City Communication Network	<ul style="list-style-type: none"> ▪ MSI shall use communication (OFC) network of a Service Provider in Agra for the smart city project. ▪ MSI shall make a detailed survey of communication (OFC) network of a Service Provider & electrical supply network availability and GIS mapping of proposed locations of all CCTV cameras, Smart Bus Stops, IoT Sensors (Environment, etc.), Display Signage, Traffic Lights, Solid Waste Management Infrastructure, etc. in order complete the various components of smart city project in Agra.
2	Integrated Command and Control Center (ICCC)	<ul style="list-style-type: none"> ▪ City Command Center shall be the central repository for management and monitoring of all based ICT based Smart City components such Solid Waste Management system, smart street lighting control system, Wi-Fi, Smart Transport, Smart Bus Stops, CCTV Surveillance, Digital



		<p>Signage’s, IoT Sensors (Environment, etc.), and PIS and all other smart city applications will be integrated, and centrally monitored, tracked and managed from the Operations Command Center</p> <ul style="list-style-type: none"> ▪ CCC shall be ergonomically designed with area for video wall, operators, offices, conference room, all other amenities, etc. ▪
3	Data Center and Disaster Recovery	<ul style="list-style-type: none"> ▪ MSI shall setup Data Center, Disaster Recovery Center & Data Backup storage facility at the CCC or Service Provider (SP) ▪ MSI shall create synergies between the ICCC by using an integrated architecture
4	City and Enterprise GIS Solution	<p>The broad objective of the work is to develop a comprehensive Instigated Enterprise GIS Application for Corporation for planning, management and governance in context of entire functioning of the organization. The major activities of the departments to be supported by the system shall be as follows:</p> <ul style="list-style-type: none"> ▪ Creation and Updating of Geospatial Data – ABD Area ▪ Supply of Enterprise GIS Platform Suit – Pan City ▪ Design Develop Enterprise Web GIS Municipal Application for all ASCL Departments - Pan City ▪ Design and Develop Geo-enabled Mobile Application for ASCL Pan City
5	CCTV based City Surveillance System	<ul style="list-style-type: none"> ▪ CCTV based video surveillance shall be security enabler to ensure public safety ▪ MSI shall install CCTV cameras at various location across the city for surveillance along with Public Address System and Variable Message Signboard (VaMS), Emergency/Panic Box System, etc.

6	Intelligent Traffic Management Solution	<ul style="list-style-type: none"> ▪ MSI shall install CCTV cameras at various location across the city for traffic management & enforcement system like RLVD/ ANPR, Speed Detection, etc.
7	Environment Sensors	<p>Smart environment sensors will gather data about pollution, ambient conditions (light, noise, temperature, humidity and barometric pressure), weather conditions (rain), levels of gases in the city (pollution) and any other events on an hourly and subsequently daily basis. It is for information of citizens and administration to further take appropriate actions during the daily course/cause of any event.</p>
8	ICT Enabled Solid Waste Management	<p>MSI shall install GIS/GPS enabled Solid Waste Management System to provide end to end management & monitoring of garbage collection and processing</p>
9	Adaptive Traffic Management System	<p>MSI shall install system for control & management of traffic by controlling the traffic signals on certain stretch of road with sensor base automation of signals</p>
10	Integration Components	<p>MSI shall integrate the following system with the Integrated Command and Control Center (present and in future):</p> <ul style="list-style-type: none"> ▪ E-Governance System ▪ Smart LED Lighting ▪ Any other system ▪ Smart Bus Stops ▪ SCADA System ▪ Sewage System ▪ WiFi Hotspots etc ▪ Meragra Citizen Engagement App

1.3. RFP Format

The intent of this RFP is to invite bids from the Bidders for implementation of an integrated solution for the ASCL. The Request for Proposal (RFP) consists of three volumes viz.

- **RFP Volume 1: Instruction to Bidders:** Volume 1 details the instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms.
- **RFP Volume 2: Scope of work including Functional & Technical Specifications:** Volume 2 of the RFP provides information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirements.
- **RFP Volume 3: Master Service Agreement:** Volume 3 contains the contractual, legal terms & conditions applicable for the proposed engagement.

1.4. Fact sheet

Sr. No.	Item	Description
1	Method of Selection	Method of selection shall be Quality & Cost Based System (QCBS). Contract will be awarded to the bidder quoting highest 'combined evaluation score' post technical qualification. Prices inclusive of any applicable taxes, levies etc. will be considered for arriving at L1 price.
2	Availability of RFP Documents	Download from https://etender.up.nic.in , https://smartnet.niua.org , www.agrasmartcity.in
3	Date of RFP Issuance	25th March, 2018
4	Tender Processing Fee (Non-refundable)	INR 25,000 (INR Twenty Five Thousand only)- inclusive of taxes
5	Bid Security/Earnest Money Deposit (EMD)	Rupees 5 Crores Only (INR 5,00,00,000/-) through e-Procurement portal or by Bank Guarantee (as per format attached in Annexure 7(b))
6	Last date / time for Submission of Pre-bid Queries	10 th April, 2018; 15:00Hrs at amcagra1@gmail.com
7	Pre-Bid Conference Time, Date & Venue	11 th April, 2018; 15:00 Hrs
8	Posting of responses to queries	https://smartnet.niua.org , www.agrasmartcity.in
9	Last Date and time for Bid/Bid submission (On or before)	15th May, 2018, up to 14:00 Hrs

10	Date, time for Opening of Pre-Qualification Bids	15 th May, 2018, Address: 331, Conference Room, Second Floor, Nagar Nigam Agra, 17:00Hrs
11	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
12	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
13	Name and Address for Correspondence	CEO, Agra Smart City Limited, Nagar Nigam, Agra

2. Instruction to Bidders

2.1. General

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the ASCL's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the ASCL based on this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of ASCL. Any notification of preferred bidder status by ASCL shall not give rise to any enforceable rights by the Bidder. ASCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of ASCL.
- d) Bids shall be received by the ASCL on the e-Procurement portal <https://etender.up.nic.in>, <https://smartnet.niua.org>, www.agrasmartcity.in before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Uttar Pradesh, the offers will be received up to the appointed time on the next working day. The ASCL may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- e) Telex, cable or facsimile offers will be rejected.



2.2. Eligible Bidders

The Bidder can be either a Single Master System Integrator (MSI) or a Consortium of companies/ corporations as described below.

- a) **Sole Bidder:** The Sole Bidder must be a System Integrator company which has the capabilities to deliver the entire scope as mentioned in the RFP. The Sole Bidder cannot bid as a part of any other consortium bid under this RFP.
- b) **Consortium of Firms:** Bids can be submitted by a consortium of firms. A consortium should not consist of more than 4 (four) parties (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFP. The Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later on. Any change in the consortium partner will need to be approved by ASCL. The Lead Bidder will be responsible for:
 - The management of all Consortium Members who are part of the bid, and
 - The supply, delivery and installation of all products and services submitted in their bid and as part of the contract
- c) Bids submitted by a consortium should comply with the following requirements also:
 - The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder
 - Any of the Lead Bidders cannot be a Consortium Member with another bidder in a separate bid
 - Internal arrangement between the Consortium Members is left to the bidders. It is the responsibility of the lead Bidder to ensure that all the other Consortium Members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified
 - Experience of OEM companies can be used for Bidder Project Experience in one component only.

2.3. Compliant Bids/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed

to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b) Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
- Include all documentation specified in this RFP, in the bid
 - Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
 - Comply with all requirements as set out within this RFP

2.4. Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth thereof and submit them to ASCL in writing in order that such doubt may be removed or clarifications are provided.

2.5. Bid Preparation costs

The Bidder shall bear all costs associated with the preparation and submission of its bid, for the purposes of clarification of the bid, if so desired by ASCL.

2.6. Pre-bid meeting & Clarification

a) Bidders Queries

- i. Any clarification regarding the RFP document and any other item related to this project can be submitted to ASCL as per the submission mode and timelines mentioned in the Fact Sheet.
- ii. The pre-bid queries should be submitted in excel sheet format, along with relevant justification, and with name and details of the organization submitting the queries.
- iii. ASCL shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by ASCL.
- iv. Bidders must submit their queries as per the format mentioned in Section 5 - Annexure 1

b) Responses to Pre-Bid Queries and Issue of Corrigendum

- i. ASCL will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. ASCL shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.
- ii. ASCL shall endeavor to provide timely response to all queries. However, ASCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith. ASCL does not undertake to answer all the queries that have been posed by the bidders.
- iii. Any modifications of the RFP Documents, which may become necessary because of the Pre-Bid Conference, shall be made by ASCL exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of ASCL.
- iv. Any corrigendum/notification issued by ASCL, after issue of RFP, shall only be available/hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

2.7. RFP Document Fee

- i. RFP can be downloaded from the website URL mentioned in the fact sheet.
- ii. Tender Processing Fee as indicated in the e-procurement portal shall be paid online through e-Procurement portal. The tender fee shall be non-refundable.
- iii. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

2.8. Earnest Money Deposit (EMD)

- i. The Bidder shall furnish, as part of his tender, earnest money deposit of INR 5,00,00,000 **(Rupees 5 Crore only)** This earnest money deposit shall be in the form of Bank Guarantee as per Form 7 (b). No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.
- ii. *For Unsuccessful bidders*, Bid security of all unsuccessful bidders would be refunded without interest by ASCL on finalization of the bid in all respects by the successful bidder.
- iii. *For Successful bidders*, Bid security would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

- iv. In case bid is submitted without the bid security then ASCL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- v. The EMD may be forfeited in any of the following circumstances:
 - a. If a bidder withdraws its bid during the period of bid validity.
 - b. In case of a successful bidder, if the bidder fails to submit the performance bank guarantee and/or sign the contract in accordance with this RFP.

2.9. Bid Validity Period

Bid shall remain valid for the time period mentioned in the Fact Sheet. The bidder shall be required to extend the bid validity period, if requested by client to do so.

Accordingly the bid security shall also be extended by the bidder for such period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period.

2.10. Contents of Bid

- a) The four cover system shall be followed. Bid Security/ EMD, Pre-Qualification, Technical and Commercial Offers shall be uploaded separately through the e - Procurement portal.

Document Set	Name of the Document	Content
One	Bid Security/Earnest Money Deposit (EMD)	<ul style="list-style-type: none"> ▪ Bid Security ▪ EMD
Two	Pre-qualification Bid	<ul style="list-style-type: none"> ▪ Pre-Qualification bid as per Section 6.1 & 6.2 along with the required supporting documents ▪ No deviation certificate as per Section 6.5 ▪ Total Responsibility declaration as per Section 6.6
Three	Technical Bid	<ul style="list-style-type: none"> ▪ Technical Bid ▪ Response to FRS & TRS
Four	Financial Bid	<ul style="list-style-type: none"> ▪ Commercial Bid

- b) Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
- c) Failure to submit the bid before the submission deadline specified in the Fact Sheet would cause a bid to be rejected.
- d) ASCL will not accept delivery of bid by fax, or e-mail only. Hard copy submission is mandatory.
- e) All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- f) All pages of the bid shall be initialed and stamped by the person (or persons) who signs the bid.
- g) The physical submission of the bid has to be accompanied by soft copy in a USB flash drive.

2.11. Bid Formats

Pre-Qualification Bid Format

Sr. No.	Section Heading	Details
1	Pre-qualification checklist	As per format provided in section 6.1- Annexure 2
2	Pre-Qualification Bid Covering Letter	As per format provided in section 6.2
3	Consortium Agreement	As per format provided in Annexure 9 of this Volume
4	About Bidder	As per format provided in section 6.3 of this document.
5	Legal	Copy of Certification of Incorporation/Registration Certificate PAN Card VAT Registration <i>As per Pre-qualification criteria – clause 3.5</i>
6	Annual Turnover	Details of annual turnover with documentary evidence. <i>As per Pre-qualification criteria – Clause 3.5</i>
7	Net worth	Details of net worth with documentary evidence. <i>As per Pre-qualification criteria – Clause 3.5</i>
8	Certification	Relevant ISO certification <i>As per Pre-qualification criteria – Clause 3.5</i>

9	Self-certificate for non-blacklisting clause	As per format provided in section 6.4. <i>As per Pre-qualification criteria – Clause 3.5</i>
10	Power of Attorney	Documentary evidence as per format provided in Annexure 10 and 11
11	Project Experience	Citation details of projects as per format in Section 7.4 and 6.7, as applicable. <i>As per Pre-qualification criteria</i>
12	No Deviation Certificate	As per format provided in section 6.5
13	Total responsibility certificate	As per format in 6.6

Technical Bid Format

Sr. No.	Section Heading	Details
1	Technical Bid Checklist	As per format provided in section 7.1
2	Technical Bid Covering Letter	As per format provided in Section 7.2
3	About Bidder	Details about bidder (whether sole bidder or consortium) Bidder's General Information as required in Technical Criteria
4	Understanding	Details as required in Technical Criteria
5	Solution proposed	Details as required in Technical Criteria
6	Project/credential summary	As per format provided in Section 7.3
7	Bidder's Experience	Project citation as per format provided in section 7.4 and supporting documentary evidences and Self-certifications as per format in section 6.7 as applicable
8	Project Plan and Resources	Project plan as per format provided in Section 7.5.2 Manpower Plan as per format provided in section 7.5.3 I & II Summary of resources as per format provided in Section 7.6.1 CV of resources as per format provided in Section 7.7
9	Compliance to Requirement (Technical / Functional Specifications)	As per format provided in section 7.8
10	Proposed Bill of materials	As per format provided in section 7.9
11	Manufacturers'/Producers Authorization	As per format provided in section 7.10

	Form	
12	Anti-Collusion Certificate	As per format provided in section 7.11
12	Non-disclosure agreement	As per format provided in section 11 (Annexure 8)

Commercial Bid Format

The Bidder must submit the Commercial Bid is the formats specified in Section 8.

Sr. No.	Section Heading	Details
1	Total Price Summary	As per format provided in Section 8.1
2	Price component for CAPEX	As per format provided in Section 8.2
3	Price component for OPEX	As per format provided in Section 8.3

2.12. Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.13. Authentication of Bids

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.14. Amendment of Request for Proposal

At any time prior to the due date for submission of bid, ASCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the ASCL's website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, ASCL shall not be responsible.

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

2.15. Bid Price

Commercial Bid shall be as per the format provided in Section 8. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between ASCL and the Bidder.

Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

Prices quoted by the Bidder for unit rates shall remain firm during the entire contract period and not subject to price variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

2.16. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.5. The bids with deviation(s) are liable for rejection.

2.17. Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in Section 6.6.

2.18. Late Bids

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

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



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

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

2.19. Right to Terminate the Process

ASCL may terminate the RFP process at any time and without assigning any reason. ASCL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by ASCL.

2.20. Non-Conforming bids

A bid may be construed as a non-conforming bids and ineligible for consideration:

- i. If it does not comply with the requirements of this RFP.
- ii. If a bid does not follow the format requested in this RFP or does not appear to address the requirements of the solution.

2.21. Acceptance/Rejection of Bids

- i. ASCL reserves the right to reject in full or part, any or all bids without assigning any reason thereof. ASCL reserves the right to assess the Bidder's capabilities and capacity. The decision of ASCL shall be final and binding.
- ii. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.
- iii. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, ASCL reserves the right to reject the Bid and forfeit the EMD. If there is any discrepancy in the commercial bid, it will be dealt as per the following:
 - a. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
 - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

- c. If there is a discrepancy between words and figures, amount in words shall prevail.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder must send his acceptance on the above lines and if the bidder does not agree to the decision of ASCL, the bid is liable to be disqualified.

2.22. Confidentiality

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

2.23. Disqualification

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

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

2.24. Key Personnel

ASCL has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as “key personnel”). Details of these key positions are provided in Section 3.6.2

a) Initial Composition; Full Time Obligation; Continuity of Personnel

- Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.
- Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person is terminated for a cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.
- In any such case, the ASCL's prior written consent would be mandatory.

b) Evaluations

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

c) Replacement

- i. In case any proposed resource resigns, then the Bidder has to inform ASCL within one week of such resignation.
- ii. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to ASCL.
- iii. Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide ASCL with:
 - a. a resume, curriculum vitae and any other information about the candidate that is reasonably requested by ASCL; and
 - b. an opportunity to interview the candidate.
- iv. The bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.



- v. If ASCL objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.
- vi. The bidder needs to ensure at least 4 weeks of overlap period in such replacements. ASCL will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the bidder due to resource replacement.

d) High Attrition

- i. If in the first 6 month period from the Contract Effective Date and in any rolling 12 months period during the Term of contract, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with ASCL’s prior written consent, Bidder shall:
 - o provide ASCL with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Bidder with any departing member of Key Personnel;
 - o if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

2.25. Fraud and Corrupt Practices

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, ASCL shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, ASCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable

to ASCL for, inter alia, time, cost and effort of ASCL, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

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



- (ii) having a Conflict of Interest; and
- e) “*restrictive practice*” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.26. Conflict of Interest

- a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, ASCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to ASCL for, inter alia, the time, cost and effort of ASCL including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to ASCL hereunder or otherwise.
- b) ASCL requires that the bidder provides solutions which at all times hold ASCL’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of ASCL.

2.27. Sub-Contracting

The bidder would not be allowed to sub-contract work unless such parties are explicitly mentioned in the Bid-Response, except for the following:

- i. Civil Construction work
- ii. Facility Management Staff at Command Control Center

Sub-contracting shall be allowed only with prior written approval of ASCL. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to ASCL before finalizing such arrangements.

2.28. Eligible Goods and Services, and OEM Criteria:

- a. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- c. The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 years as on the date of release of the RFP.
- d. All quoted OEM should have either quality standard certifications like ISO 9001-2008/2015, ISO 14001, ISO 27001, wherever applicable to ensure only quality OEM participation, as on date of RFP release.
- e. OEM for the Command Control Software Platform should have a registered office in India and should be direct/through reseller from date of RFP publication.
- f. OEM for Smart City Command Control Platform/ Software should have deployed their solution in city wide environment either in India or globally.
- g. OEM for the all active network, security, compute, storage should have a registered office in India from date of RFP publication.
- h. Proposed OEM for any technology should not have filed for bankruptcy
- i. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.

- j. The Goods and Services to be supplied, installed and/or performed by the Bidder conform to the RFP requirements.
- k. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- l. The OEM for all active components should give a declaration that products or technology quoted are neither end of- sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- m. Bidder must quote products in accordance with above clause "Eligible goods and related services.
- n. The City Operations Platform proposed by the Bidder must be operational in at least one City either in India or globally at the time of bidding with at least three relevant use cases as applicable for Agra city requirement.
- o. Bidder can provide single or Integrated OCC/CCC.
- p. OCC /CCC software OEM should have 24x7x365 Technical Assistance Support Center (TASC) in India. TASC should provide online access and phone number to register service request that can be raised by partner and customer.
- q. The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- r. Each of the proposed OEMs should either have existing capability and infrastructure to provide 24x7 technical support in India, or should provide an undertaking that they would establish the requisite infrastructure and capability to provide 24x7 technical support, on emerging a winner in this bidding process.
- s. Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal by the Bidder.

Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal by the Bidder.

2.29. Right to vary quantity

- a. At the time of award of contract and post award of work, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents. In the event, either the goods, works or services for which variation is sought after award of work then the same shall be done through Change Request Note. The CRN will be evaluated by a Third Party Committee formed by the Employer and the decision of the Committee will be final on the scope and rate.
- b. If the ASCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the tender and agreed in the contract. Delivery or completion period may also be proportionally increased.
- d. During the course of implementation and detailed due diligence it may be required to vary the quantity and location of the field devices to suit the overall smart city requirements. The MSI/consortium should be required to provision and supply such field devices and the backend resources at the unit rates quoted in the tender response. Such escalations/additions may go up to 25% of the specified BOQ.

2.30. Withdrawal, Substitution, and Modification of Bids

- a. A Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial) as per the instructions/ procedure mentioned at e-Procurement website
- b. Bids withdrawn shall not be opened and processed further.

2.31. Site Visit

- a. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

3. Selection Process for Bidder

3.1. Opening of Bids

- a. The Bids shall be opened by ASCL in presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of ASCL from the bidder firms to identify that they are bonafide representatives of the bidder firm, for attending the opening of bid. There will be three bid-opening events:
 - STAGE 1 (RFP Document fee & Bid Security/EMD) and (Pre-Qualification bid)
 - STAGE 2 (Technical bid)
 - STAGE 3 (Commercial bid)
- b. Venue, date and time for opening the Pre-qualification bid are mentioned in the Fact sheet.
- c. The date and time for opening of Technical & Commercial bid would be communicated to the qualified bidders.
- d. Technical Bids of only those bidders will be opened who clears Pre-qualification stage.
- e. The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

3.2. Preliminary Examination of Bids

ASCL shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by ASCL and shall not be included for further consideration. Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- i. Not submitted in format as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested
- vi. Non-compliant to any of the clauses mentioned in the RFP
- vii. With lesser validity period

3.3. Clarification on Bids

During the bid evaluation, ASCL may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Clarifications shall be obtained only in pre-historic information like bidders credentials.

3.4. Evaluation Process

ASCL shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows:

Stage 1: Pre-Qualification

- a. ASCL shall validate the Set 1 "Bid Security/Earnest Money Deposit (EMD)".
- b. If the contents of the Set 1 are as per requirements, ASCL shall open the "Pre-Qualification Bid". **Each of the Pre-Qualification condition mentioned in Section 3.5 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified. Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through the e-procurement portal and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.
- c. Technical and Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security amount shall be returned for those who don't qualify the financial evaluation stage and after PBG is submitted by successful bidder.

Stage 2: Technical Evaluation

- b) "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
- c) ASCL will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at ASCL's discretion.
- d) The bidders' technical solutions proposed in the bid document shall be evaluated as per requirements specified in RFP and technical evaluation framework as mentioned in Section 3.6.
- e) Bidders submit in detailed – "Approach & Methodology & Solutions proposed "
- f) The project experience of named OEM Vendors can be used by Lead Bidder or Consortium members however the OEM cannot be changed for awarding the contract.
- g) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 75 or more and minimum 50% in each section of the Technical Evaluation Framework as given in Section 3.6 will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

Stage 3: Commercial Evaluation

- a. All technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b. Commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at ASCL's discretion.
- c. Commercial Bids that are not as per the format provided in Section 8 (Annexure 5) shall be liable for rejection.
- d. **Normalized Commercial Score of a Bidder = {Lowest TCB/ Bidders TCB} X 100 (adjusted to 2 decimals)**

Example:

Bidders	Total Cost of Bid	Calculation	Normalized Commercial Score
Bidder-1	110	$(110/110)*100$	100
Bidder-2	140	$(110/140)*100$	78.57
Bidder-3	160	$(110/160)*100$	68.75
Bidder-4	130	$(110/130)*100$	84.61
Bidder-5	150	$(110/150)*100$	73.33

The bidder that has quoted the lowest Total Price (Capex price + Opex price) shall be treated as L1. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.

Stage 4: Final score calculation through QCBS

The final score will be calculated through Quality and Cost selection method based with the following weight-age:

Technical: 80% Commercial: 20%

Final Score = (0.80* Technical Score) + (0.20* Normalized Commercial Score)

Example:

Bidders	Technical score	Normalized commercial score	Final Score (80:20)
Bidder-1	92.6	100	94.08
Bidder-2	94.7	78.57	91.47
Bidder-3	84.2	68.75	81.11
Bidder-4	100.0	84.61	96.92
Bidder-5	76.8	73.33	76.10

The bidder with the highest Final score shall be treated as the Successful bidder. In the above example, Bidder-4 will be treated as successful bidder. In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

3.5. Pre-Qualification Criteria

Sr. No.	Pre-Qualification Criteria	Documentary Evidence
1	The Sole Bidder/ At least three of the consortium partners in case of consortium, must be registered companies and should be operational at least for last 5 years as on published date of RFP.	<ul style="list-style-type: none"> ▪ For Companies with Indian origin certificate of Incorporation / Registration under Companies Act, 2016 ▪ 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

2	<p>Sole Bidder/ Consortium should have an annual turnover of INR 500 Crore for last 3 audited financial years <i>In case of a consortium the lead bidder shall have at least 50% of the stated annual turnover.</i></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
3	<p>Sole Bidder/ Bidder (each of consortium members in case of consortium) should have a positive net worth as on last date of latest audited financial year preferably 2016-17.</p>	<p>Certificate from the statutory auditor/ Company secretary clearly specifying the Net worth for ICT projects for the specified year to be provided.</p>
4	<p>As on the date of the submission of the proposal, The bidder (each of the member of the Consortium in case of consortium) including their parent/ subsidiary/ associate company should not be blacklisted by any Central / State Government Department or Central/State Public Sector Units (PSUs) in India</p>	<p>Sole Bidder or Lead Bidder and all other Members of Consortium: Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by bidders' authorized signatory</p>
5	<p>Sole Bidder or the Lead bidder of consortium or any member of the consortium, should possess relevant ISO Certifications (any 1) which are valid at the time of bidding:</p> <ul style="list-style-type: none"> • ISO 9001:2008 / ISO 20000:2011 for IT Service Management or equivalent certification / ISO 27001:2013 for Information Security Management System or equivalent certification • CMMI Level 3 or higher 	<p>Copies of valid certificate in the name of bidding entity</p>

6	<ul style="list-style-type: none"> ▪ Sole Bidder or consortium should have experience in implementing 4 projects (each from different sector mentioned below) during last 7 years: ▪ Adaptive Traffic management system ▪ Intelligent Traffic Management system ▪ Variable Messaging System/ Public Address System/ Environmental Sensor / Emergency/ Panic Box System ▪ ICT based Solid Waste Management ▪ CCTV based Surveillance System ▪ City Operation Command Centre / Command and Control Centre 	Copies of Work Order, Work Completion certificate by Client Entity (on Client Entity letterhead) and other relevant documents clearly highlighting the Scope of Work, Bill of Material and Value of Contract.
7	The Sole Bidder or the Lead Bidder in case of Consortium shall have an office in Agra or shall furnish an undertaking that the Bidder or lead Bidder in case of Consortium shall establish an office within 30 days of Signing of the Contract. The office shall be maintained during the entire duration of the Contract.	Address of the office in Agra or Undertaking by Authorized Signatory of Bidder or Lead Bidder.

3.6. Technical Evaluation Framework

Bidder's technical solution proposed in the Technical Evaluation bid shall be evaluated as per the evaluation criteria in the following table.

Sr. No.	Evaluation Criteria	Total Marks
A.	Project Experience	40
B.	Approach, Methodology, Solutions proposed	25
C.	Proposed resources	10
D.	Technical Presentation	15
E.	Proof of Concept	10

QCBS (80:20) Qualification criteria for technical evaluation and progression to commercial evaluation stage- Minimum 70% (70 marks) of the overall technical score total.

N.B: ASCL (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

The following sections explain how the Bidders shall be evaluated on each of the evaluation criteria.

3.7. Technical Bid Criteria & Evaluation

Sr. No.	Criteria Category	Evaluation criterion Details	Max Marks Allotted	Supporting Documents required								
A	PROJECT EXPERIENCE		40									
A.1	BIDDERS COMPETENCE EXECUTING ICT Projects	<p>Bidder (any consortium member) should have experience in executing large ICT projects (excluding civil works) worth at least INR 60 Crores, cumulative over 3 completed financial years and up to date of upload of tender.</p> <p>The ICT projects would include the following:</p> <ul style="list-style-type: none"> a) Data Center / Disaster Recovery establishment b) OFC/ Network Deployment c) Applications/Software Development 	10	Copies of work order, work completion certificate and other relevant documents								
		<table border="1"> <thead> <tr> <th>Project Cost</th> <th>% of Max Marks Allotted (on weighted basis)</th> </tr> </thead> <tbody> <tr> <td>Value of Projects More than INR 100 Crore</td> <td>100 %</td> </tr> <tr> <td>Value of Projects from INR 75 to 100 Crore</td> <td>75 %</td> </tr> <tr> <td>Value of Projects from INR 60 to 75 Crore</td> <td>50 %</td> </tr> </tbody> </table>	Project Cost	% of Max Marks Allotted (on weighted basis)	Value of Projects More than INR 100 Crore	100 %	Value of Projects from INR 75 to 100 Crore	75 %	Value of Projects from INR 60 to 75 Crore	50 %		
Project Cost	% of Max Marks Allotted (on weighted basis)											
Value of Projects More than INR 100 Crore	100 %											
Value of Projects from INR 75 to 100 Crore	75 %											
Value of Projects from INR 60 to 75 Crore	50 %											
A.2	BIDDERS COMPETENCE	Bidder (any consortium member) should have experience in executing a project for CCTV	10	Copies of work								

	EXECUTING – CCTV Security & Surveillance/ ITMS	security & Surveillance for Central Government Authorities / Smart cities / safe cities / ITMS		order, work completion certificate and other relevant documents
		Number of Projects	% of Max Marks Allotted	
		> =4 projects of 5 crores each or 2 projects of 10 crores each	100 %	
		=3 projects of 5 crores each or 2 projects of 7.5 crores each	75 %	
		=2 projects of 5 crores each	50 %	
A.3	BIDDERS COMPETENCE EXECUTING – Solid Waste Management	Bidder (Any consortium member) should have experience in execution of ICT Based Waste Collection & Monitoring System/ICT Based Solid Waste Management System in Municipalities In India and total worth of projects should be a minimum value of One Crore	5	Copies of work order, work completion certificate and other relevant documents
		Number of Projects	% of Max Marks Allotted	
		> or =4	100 %	
		=3	75 %	
		=2	50 %	
A.4	BIDDERS COMPETENCE EXECUTING Adaptive Traffic Control System	Bidder (any consortium member) should have experience in executing a project that entails Adaptive Traffic Control System for at least 10 signal junctions in a single project	5	Copies of work order, work completion certificate and other relevant documents
		Number of Projects	% of Max Marks Allotted	
		> or = 4	100 %	
		=3	75 %	
		=2	50 %	
A.5	BIDDERS COMPETENCE EXECUTING – CITY OPERATIVE CENTER(COC)/COM MON COMAND & CONTROL CENTER (CCC)	Bidder (any consortium member) should have experience in executing a city wide project that entails operationalization of COC/CCC	10	Copies of work order, work completion certificate and other relevant documents
		Number of Projects	% of Max Marks Allotted	
		> or =4	100 %	
		=3	75 %	
		=2	50 %	

B	APPROACH & METHODOLOGY		25		
B.1		Description	% of Max Marks Allotted	25	
		Understanding of project and Conformity to Volume 2 functional requirement	20%		
		Proposed solution on fully integrated Smart City platform with capabilities of complete Situation Management using SOPs, dash boarding and Operational excellence.	20%		
		Identification of Major risks and mitigation measures proposed	10%		
		Security measures of the proposed architecture	10%		
		<ul style="list-style-type: none"> • Explain detailed approach and methodology for execution of the project along with project plan • Proposed architectures scalability in terms of addition of new physical infrastructure for existing projects and adding new functionalities • Project delivery timelines mentioned in the RFP, Detailed Architecture encompassing all ICT elements considering network as a service and Data Center in a colocation mode • Clarity and details shown in BOM 	40 %		
C	Proposed Resources		10		
C.1	People on the project	Each of the following profiles suggested by the bidder will be evaluated		10	CV's in the desired format
		Profile	% of Max Marks Allotted		
		1. Project Manager with experience of at least 15 years along with the Leadership team	40 %		
		2. Solution Architect with	10 %		

		experience of atleast 10 years		
		3. Security and Surveillance Expert with experience of at least 10 years	5 %	
		4. Solid Waste Management Expert with experience of at least 10 years	5 %	
		5. ITMS & ATCS Expert with experience of at least 10 years	5 %	
		6. GIS Expert with experience of at least 10 years	5%	
		7. Command Centre Expert with experience of atleast 15 years	5 %	
		8. Network Architect with experience of atleast 10 years	10%	
		9. Network & Data Centre Expert with experience of atleast 10 years	10 %	
		10. Electrical Engineer with at least 5 years in Electrical sector	5%	
D	Technical Presentation		15	
E	Proof of concept during evaluation period		10	

D.1 Technical Presentation

Objective of Technical Presentation for proposed Smart City solution is to evaluate the technology & the bidders' ability to deliver the Smart city objectives.

During the Technical Presentation at technical evaluation stage, the Technical Committee will give special attention to verify the quality, robustness and appropriateness of the proposed Solutions/Equipment and Integrated Operations Platform. If any solution component / products are found unsuitable, Bidder may get disqualified or may be asked to replace the same to meet the tender requirements, without any change in commercial bid.

D.2 Structure of Proposed Solution during the Technical Presentation

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

The overall presentation should be made by the Bid Director, Project Operations Manager, overall finance manager along with presence of 1 OEM technical representative of major solutions of security and surveillance, MSW, adaptive traffic management and Integrated Command and Control.

i) Understanding of requirement and Implementation approach

- Understanding of requirements
- Work Plan & its adequacy
- Project specific cash-flow to ensure adequate investment is available and project is delivered on independent basis

ii) Robustness and quality

- End to end integrated solution proposed
- Hardware deployment and integration approach encompassing all solutions
- Timelines and modalities for implementation as per RFP timelines
- Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fallback strategy and planning during rollout
- Any other area relevant to the scope of work and other requirements of the project

iii) Assessment of Manpower deployment, Training and Handholding plan

- Deployment strategy of Manpower
- Contingency management
- Mobilization of existing resources and additional resources as required
- Training and handholding strategy

E. Structure of Proposed Solution during the POC

Bidders should include list of similar projects executed along with relevant details about the integration scope of the ICCC. The evaluation committee to be shown the end to end ICCC integration and Incident Management capabilities along with dashboards showing operational insights/Trends/KPIs related to city. The evaluation committee may also visit one or more of the sites for onsite evaluation.



Bidder may demonstrate local setup or existing deployments over network/cloud.

A.	System Demonstration	Integrated Operations Platform Software
B.	Demo material & Setup	Demo Material – Department scope: <ul style="list-style-type: none"> ▪ Power Source ▪ Space for installing server and workstation Demo Material – OEM/SI Scope Demo Setup (OEM/SI scope) at Site
C.	Performance Evaluation	Smart City use cases Live demo and integration services

Use Cases relevant to Agra City

Bidder / OEM needs to demonstrate/present below mentioned use cases like:

- i. Integration with Security & Surveillance Systems
- ii. Property of Interest Analytics: at least 2 use cases as defined in section 9.14, Volume 2
- iii. Person of Interest Analytics: at least 2 use cases as defined in section 9.14, Volume 2

3.8. Key Personnel Criteria

MSI shall provide adequate number of personnel, each responsible for a specific role within the project. MSI shall provide clear definition of the role and responsibility of each individual personnel. MSI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. MSI has to provide the list of proposed Manpower for the Project. Any changes in Manpower deployment will have to be approved by the ASCL.

Following table indicates the minimum qualification required for Key Positions identified for this project. However, MSI shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender. Except for Project Director, all other proposed positions shall be Onsite throughout the entire project implementation phase.

Sr. No	Position	Minimum Qualification
1.	Project Manager	<ul style="list-style-type: none"> ▪ Education: Full Time MBA/MCA/M.Tech & B.Tech/B.E. from a reputed institute ▪ Total Experience: At least 15 years in IT sector. ▪ Should have more than 8 years of experience of handling such large projects ▪ Certification: PMP
2.	Solution/Enterprise Architect	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M.Tech/B.Tech/B.E. from a reputed institute ▪ Total Experience: At least 8 years in IT sector ▪ Should have experience of more than 3 years as Solution Architect in large projects of similar nature
3.	Security & Surveillance Expert	<ul style="list-style-type: none"> ▪ Education: Full Time MCA/M. Tech/B. Tech/B.E. from a reputed institute ▪ Total Experience: At least 5years in IT sector ▪ Should have more than 3 years experience as CCTV Expert
4.	Solid Waste Management Expert	<ul style="list-style-type: none"> ▪ Education: Full Time MCA/M. Tech/B. Tech/B.E. from a reputed institute ▪ Total Experience: At least 5years in IT sector ▪ Should have more than 2 years experience as SWM Expert
5.	ITMS & ATCC Expert	<ul style="list-style-type: none"> ▪ Education: Full Time MCA/M. Tech/B. Tech/B.E. from a reputed institute. ▪ Total Experience: At least 5 years in IT sector ▪ Should have more than 3 years experience as Traffic Engineer
6.	GIS Expert	<ul style="list-style-type: none"> a. Educational: Bachelor's Degree in Engineering/MCA b. Certification: A professional certificate in GIS mapping/ Web map programming c. Work experience in Implementation of GIS Projects (with more than 6 years of relevant experience)
7.	Command Centre Expert	<ul style="list-style-type: none"> ▪ B.Tech / M.Tech/Post Graduate from a recognized educational Institution ▪ Experience: Minimum 15 years. Should have experience in designing & implementing Command Center for minimum 2 projects of similar nature.

8.	Network Architect	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M.Tech/B.Tech/B.E. from a reputed institute ▪ Total Experience: At least 8 years in IT sector ▪ Should have experience in designing & implementing network solutions for at least 3 similar projects. Preference will be given to the experts with CCNP certifications
9.	Data Centre Expert	<ul style="list-style-type: none"> ▪ B.Tech / MTech with at least 8 years from a reputed Institute ▪ Should have experience in designing & implementing Network solutions for at least 3 similar projects. ▪ Preference will be given to the experts with CCNP Certifications. ▪ Any professional certification that relates to cloud computing/DC/DR, preferably CCNA(DC), CCNP (DC), DCDC(BICSI), CBCI, CBCP, etc.
10	Electrical Expert	<ul style="list-style-type: none"> ▪ Education: Full Time B.E./B. Tech/ M. Tech in electrical/ power engineering from a reputed institute. ▪ Total Experience: At least 5 years experience as Electrical engineer for B.E./B. Tech/ M. Tech or 15 years experience for Diploma holder ▪ Knowledge of electrical utilities, including design drawing, specifications and standards

Manpower plan for Implementation Phase to be provided as per format provided in 7.5.3 (I)

In addition from the above mentioned human resources, the Bidder shall also propose manpower to be deployed during the Operation & Maintenance phase of the Project as provided in the format 7.5.3 II



4. Award of Contract

4.1. Notification of Award

ASCL will notify the successful Bidder in writing by e-mail followed by courier to be confirmed by the Bidder in writing by email followed by courier.

4.2. Signing of Contract

- a) After the notification of award, ASCL will issue Purchase Order (PO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and ASCL or the agency designated by ASCL. As an acceptance of the PO/LOI, the Bidder shall sign and return back a duplicate copy of the Purchase Order to ASCL or the agency designated by the ASCL. The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of PO/LOI.
- b) On receipt of the Performance Bank Guarantee, ASCL or the agency designated by ASCL shall enter into a contract with the successful bidder. The Master Service Agreement is provided in RFP Volume III.

4.3. Performance Bank Guarantee (PBG)

- a) Within fifteen (15) working days from the date of issuance of LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) of 10% of the contract value to the ASCL. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Section 9 - Annexure 7 (a), payable on demand, for the due performance and fulfillment of the contract by the bidder.
- b) This Performance Bank Guarantee shall be for an amount equivalent to 10% of total contract value. PBG shall be invoked by ASCL, in the event the Bidder:
 - fails to meet the overall penalty condition as mentioned in RFP Volume II or any changes agreed between the parties,
 - fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of ASCL,
 - Misrepresents facts/information submitted to ASCL
- c) The performance bank guarantee shall be valid till satisfactory completion of Post Implementation Support. The performance bank guarantee may be discharged/returned by ASCL 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.

- d) In the event of the Bidder being unable to service the contract for whatever reason(s), ASCL shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of ASCL under the contract in the matter, the proceeds of the PBG shall be payable to ASCL as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.
- e) ASCL shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. ASCL shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- f) In case the project is delayed beyond the project schedule as mentioned in RFP Vol 2, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.
- g) This Performance Bank Guarantee of 10% shall be valid only up to the completion of the period of 'Go- Live' and it will be reduced by 2.5% after all components have completed 'Go-Live' till the end of the O&M contract of 60 Months.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

4.4. Warranty, Maintenance & Technology Refresh Cycle

- i) Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of Sixty months from the date of go-live i.e. "Go-Live" + 60 months. "Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of ASCL.
- j) During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- k) ASCL or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to ASCL and within time specified and acceptable to ASCL.

- l) If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, ASCL may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which ASCL may have against the bidder under the contract.
- m) During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to ASCL.
- n) The successful bidder hereby warrants ASCL that:
 - The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
 - The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
 - The successful bidder shall be responsible for warranty services from licensors of products included in the systems.
 - The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.
- o) The successful bidder shall undertake a phased refresh of the electronic components between 3rd and 4th year of the O&M contract. The software refresh will be done as part of the AMC O&M contract.

4.5. Failure to agree with the Terms & Conditions of the RFP

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



5. Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in MS excel format in the following format to be emailed at amcagra1@gmail.com, clearly specifying in the subject column: 'Queries for Selection of MSI- ICT_Bidder's Company Name'.

Sr. No.	RFP Volume / Section	RFP Page No.	Content in the RFP	Clarification sought

6. Annexure 2 – Formats for Submission of the Pre-Qualification Bid

6.1. Pre-qualification bid checklist

Sr. No.	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in the Bid
1	RFP Document fees		
2	Earnest Money Deposit		
3	Pre Qualification Covering letter		
4	Consortium Agreement, if applicable as per Annexure 9		
5	Copy of Certification of Incorporation/Registration Certificate		
6	PAN card		
7	VAT registration		
8	Audited financial statements for the last three financial years And Certificate from the Statutory Auditor		
9	Declaration of non-blacklisting		
10	Power of attorney for Lead Bidder of Consortium		
11	Project Citations and Self-certifications, as applicable		
12	No Deviation Certificate		
13	Total Responsibility Certificate		
14	Valid ISO certification		



6.2. Pre-Qualification Bid Covering Letter

Date: dd/ mm / yyyy

To,
The CEO,
Agra Smart City Limited

Sub: Request for Proposal for Selection of System Integrator for Implementation of Agra Smart City Solution

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

Dear Sir,

With reference to your “**Request for Proposal for Selection of System Integrator for Implementation of Agra Smart City Solution for ASCL**”, we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

a. We hereby acknowledge and unconditionally accept that the ASCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.

b. We have submitted EMD of INR [] and Tender processing fee of INR [] online through e-procurement portal.

c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **ASCL** and that we shall remain bound by a communication of acceptance within that time.

e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

f. In the event of acceptance of our bid, we do hereby undertake:



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

In case of any clarifications please contact _____ email at

Thanking you,
Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

6.3. Company profile

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

Sr. No.	Particulars	Details
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	Service Tax number	
7.	VAT number	
8.	PAN details	
9.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
11.	EMD details	
12.	Role in Consortium (if applicable)	Brief scope of work in the consortium

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

C. Financial Turnover (required for both bidder and consortium member)

The financial turnover of the company is provided as follows:

	2014 – 15	2015 -16	2016 -17
Annual Turnover			

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

Positive net worth of the last five financial years as on 31.03.2017. Copy of self-certified statutory auditor certificate to be submitted along with the bid

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

Provide copy of valid certification for ISO certifications as required in Pre-Qualification criteria as on release date of the RFP.



6.4. Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Lead Bidder:

Place:

Date:

To,
The CEO,
Agra Smart City Limited

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of **System Integrator for Implementation of Agra Smart City Solutions**

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

Dear Sir,

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

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:



Declaration for Consortium Member:

(To be provided on the Company letter head)

Place:

Date:

To,
The CEO,
Agra Smart City Limited

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of **System Integrator for Implementation of Agra Smart City Solutions**

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

Dear Sir,

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

(Signature of the Consortium Member)

Printed Name

Designation

Seal

Date:

Place: Business Address:



6.5. No Deviation Certificate

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



6.6. Total Responsibility Certificate

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



6.7. Self-certificate for Project execution experience (On Bidder’s Letter Head)

This is to certify that <Name of the Bidding entity> has been awarded with < Name of the Project > as detailed under:

Name of the Project	
Client’s Name, Contact Number and Complete Address	
Contract Value for the Bidder (in INR)	
Current Status of the Project (Completed / Ongoing)	
Activities Completed by Bidding entity as on Bid Submission Date (Note: Only relevant activities as sought in the Criteria to be included)	
Value of Work completed for which payment has been received from the client.	
Start Date	
Completion Date	

(Authorised Signatory)

Signature:

Name:

Designation:

Bidding entity’s name

Address:

Seal:

Date:

7. Annexure 3 – Formats for Submission of the Technical Bid

7.1. Technical Bid Check-List

Sr. No.	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Letter		
2	Credential summary		
3	Project Citations and Self-certifications, as applicable		
4	Detailed proposed solution		
5	Project plan and manpower plan		
6	Proposed CVs		
7	Compliance to Requirement (Technical / Functional Specifications)		
8	Proposed Bill of Material		
9	Manufacturers'/Producers' Authorization Form Anti-Collusion certificate		
10	Non-disclosure agreement		



7.2. Technical Bid Covering Letter

Date: dd/mm/yyyy

To,
The CEO,
Agra Smart City Ltd.

Subject: Request for Proposal for selection of **System Integrator for Implementation of Agra Smart City Solutions**

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

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of **“Request for Proposal for Selection of System Integrator for Implementation of Agra Smart City Solution”** do hereby propose to provide our services as specified in the bid submitted by us.

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.

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to ASCL, Government of Uttar Pradesh 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 the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 7 (a) of Section 9 of the RFP Volume I.



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

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by ASCL.

Thanking you,

Yours sincerely,

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:



7.3. Credential Summary

Sr. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Project Components	Documentary Evidence Provided (Yes or No)	Project Status (Completed or Ongoing)

- Client type – Indicate whether the client is Government or PSU or Private
- Project Components – Indicate the major project components like setting up of NOC, Wide Area Network, city/ public Wi-Fi, application development for security surveillance, command and control center, Maintenance, Hardware procurement and deployment, DC setup and maintenance, Facility management services, provisioning manpower, IT support and maintenance
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

7.4. Bidder’s Experience - Client Citations

Prime Bidder or Consortium member is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project	
Contract Value for the bidder (in INR)	
Start Date	
Completion Date	
Activities undertaken by prime bidder or consortium member	

Note: If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided in Section 6.7.

7.5. Overview of Proposed Solution

7.5.1 Structure of Proposed Solution

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

Sr. No.	Item	
1.	Understanding of requirement and Implementation approach <ul style="list-style-type: none"> ▪ Understanding of requirements ▪ Work Plan & its adequacy 	
2.	Robustness and quality <ul style="list-style-type: none"> ▪ End to end integrated solution proposed ▪ Hardware deployment and integration approach encompassing all solutions ▪ Timelines and modalities for implementation in a time bound manner ▪ Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fall-back strategy and planning during rollout ▪ Any other area relevant to the scope of work and other requirements of the Project 	

3.	Assessment of Manpower deployment, Training and Handholding plan	
	<ul style="list-style-type: none"> ▪ Deployment strategy of Manpower ▪ Contingency management ▪ Mobilization of existing resources and additional resources as required ▪ Training and handholding strategy 	

Note: The same shall cover all the points mentioned in 3.6.1.c

7.5.2 Project Plan

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

Activity-Wise Timelines							
Sr. No.	Item of Activity	Month-wise Program					
		1	2	3	4	5	...
	Project Plan						
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2							
2.1							
2.2							
3							
3.1							

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their bid.

7.5.3 Manpower Plan

I. Till Go-Live (Implementation)

Sr. No.	Role	Month wise time to be spent by each personnel (in days)						Total	
		1	2	3	4	5	...		
1	Project Manager								Onsite
2	Solution Architect (DC)								Onsite
3	Enterprise Architect/IOT Expert								Onsite
4	Networking Architect								Onsite
5	<Add more rows as required>								Onsite

II. After Go-Live (Operation & Maintenance)

Sr. No.	Manpower	Years						Total
		1	2	3	4	5	...	
1	<Add more rows as required>							Onsite/ Offsite
2								
3								



7.6. Details of Resources proposed

7.6.1 Summary of Resources proposed

Sr. No	Name of the Resource	Proposed Role	Highest Degree	Basic Qualification (E.g. B.Sc. or B.E. or MCA or Diploma)	Certifications (ex. PMI or "ITIL or ITIL or TOGAF or TOGAF or CCNP etc.)	Total Experience (in Years)



7.7. Curriculum Vitae (CV) of Team Members

Position title and no.:			
Name of expert:			
Date of birth:			
Country of citizenship/ residence:			
Education:			
College/University	Degree/Diploma Obtained	Dates Attended	
Employment record relevant to the assignment:			
Period	Employing organization, title/position and contact references	Country	Summary of activities performed relevant to the assignment
Membership:			
Publications:			
Language skills:			
Past Projects worked on (give details of each project)			
Detailed Tasks Assigned on Consultant's Team of Personnel:			

7.8. Compliance to Requirement (Technical / Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in Volume II of this RFP. The same should be reproduced here, and compliance against each requirement line item should be marked.

Sr. No.	Description & Specification	Compliance (Y/N)	Remarks
1.			
2.			
3.			
4.			

7.9. Proposed Bill of Material

- The Bidder should provide the proposed Bill of Material (BoM) here. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable.
- The bid can be considered non-responsive in the absence of such details. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance; but an upgraded version can be allowed at time of deployment/installation.
- The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods.
- Providing more than one option shall not be allowed.
- The list of items mentioned here under is indicative.
- The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality.
- The bidder to perform its own due diligence and architect the solution basis the component solutions proposed for Agra Smart City.
- The proposed architecture of DC and DR should be designed to meet performance, resilience, security and scalability requirements for the city.

7.9.1 Annexure 4 - Bill of Quantity

S.No.	Line Item	Unit of Measurement	Indicative Quantity
A. Integrated Command and Control Center			
1	Control Room Interior	No.	1
2	Control Room Desk / Furniture	No.	1
3	Integrated Command and Control Centre Solutions	Set	1
B. Data Centre Core Infrastructure			
1	Top of Rack Switch / SAN Switch	No.	2
2	Spine Switch	No.	2
3	Leaf Switch (copper)	No.	6
4	KVM Switch	No.	2
5	PoE L2 Access Switch for DC	No.	2
6	Internet Router	No.	2
7	Intranet / WAN Router	No.	2
8	Next-generation Firewall For Internet	No.	2
9	Next-generation Firewall For Intranet	No.	2
10	IPS / IDS (Intrusion Detection/Intrusion	No.	2

	Prevention) with Anti – APT		
11	Web , Email Security Appliance	No.	1
12	HCI appliance	Set	1
13	Physical Servers for Non HCI environment	Set	1
14	Hypervisor License	Set	1
15	Centralized Management tool for all HCI nodes	Nos.	As per requirement
16	Server Load Balancer	Nos.	2
17	Link Load Balancer	Nos.	2
18	Backup Software	No.	1
19	Tape Library	No.	1
20	Gateway level anti-virus and anti-spam security solution	Lot	As per requirement
21	SAN Storage	Lot	As per requirement
22	Server Anti-Virus License	Lot	1
23	Enterprise Management System including NMS for DC and DR environment : License	Lot	1
24	Operating systems for the compute environment	Lot	1
25	Virtualization Software License	Lot	As per requirement
26	Database Server Licenses	Lot	As per requirement
27	Web Server Licenses	Lot	As per requirement
28	Workstations (Desktop)	No.	40
29	Laptops	No.	10
30	Multifunction Laser Printer	No.	4
31	Laser Printer	No.	3
32	Networking Cost (Passive Components) (Pl. specify the details like Junction Box, Patch Panel, LIU, OFC, Cat6 Cable, Power Cable, Patch Cords, GI, HDPE Pipes, Installation & Labour Charges, etc.	LOT	As per requirement
33	Fire Alarm and Extinguisher System	Set	1
34	Biometric access control system along with Cage	Set.	2
35	CCTV cameras for internal surveillance	No.	1
36	Rodent Repellent system	Set	1
37	UPS (sizing as per proposed solution)	No.	2
38	Diesel Generator	No.	2
39	Video Conferencing Unit	No.	1
40	Building Management system	Set	1

41	Bidder to estimate redundant power requirement at DC	lumpsum	1
42	DC - Core IT Infra System Integration	Lumpsum	As per requirement
43	Support L1, L2 Manpower for DC Operations 5 Years	lumpsum	1
C. Helpdesk			
1	IP Phones with Head Sets	Nos.	40
2	IVRS Server	Nos.	1
3	CTI Software	Nos.	1
4	Automatic Call Distribution Server	Nos.	1
5	Dialler with Voice Logger	Nos.	1
6	IP PBX	Nos.	1
7	Interactive Voice Response System	Nos.	1
D. Intelligent and Adaptive Traffic Signal			
1	ATCS Controller with cabinet and other accessories	Nos	62 (Per Junction)
2	Traffic Signal Aspects –Red	Nos	450
3	Traffic Signal Aspects – Amber	Nos	450
4	Traffic Signal Aspects -Green Arrow	Nos	1016
5	Vehicle Countdown Timer	Nos	212
6	Pedestrian Countdown Timer with Red/Green Man	Nos	424
7	Detectors	Nos	212
8	ATCS Software (including but not limited to integration, APIs, etc.)	Nos	1
9	Power Cables	Lumpsum	Per Junction
10	Electrical Supplies (including but not limited to UPS, RCBO, Earthing, etc.)	Lumpsum	Per Junction
11	Cantilever Poles along with foundation	Nos	Per Junction
12	Straight Pole along with foundation	Nos	Per Junction
13	Other civil works (including but not limited to trench, filling, ducts, junction box, chambers, mounting structures, etc)	Lumpsum	Per Junction
14	Other services (including but not limited to surveys, installation, commissioning, testing, traffic engineering, etc.)	Lumpsum	Per Junction
E. City CCTV Surveillance System			
1	Fixed Camera + IR Illuminator	Nos	790
2	PTZ Camera	Nos	326
3	Video Management Software with License (Considering DR)	Lot	2
4	Video Analytics Software with License (Considering DR)	Lot	2

5	Network Switch Ruggedized (Industrial Aggregation Switch)	Nos	As per requirement
6	Junction box	Nos	As per requirement
7	Rack Mounted LIU	Nos	As per requirement
8	UPS – 2 KVA	Nos	As per requirement
9	Power Cable	Meter	As per requirement
10	Passive Components and Site Preparation	Lump sum	As per requirement
11	Camera for Police Vehicle and Mobile Surveillance	Nos.	48
12	Body Worn Camera	Nos.	50
F. Intelligent Traffic Management System			
1	Fixed Box Cameras	Nos	56
2	PTZ Camera	Nos	77
3	ANPR Camera	Nos	213
4	RLVD Camera	Nos	110
5	Public Address System – IP based PA with speakers	No.	43
6	No Helmet Camera	No.	173
7	ANPR Software with License	Lot	1
8	RLVD Software with License	Lot	1
9	PA Software with License	Lot	1
10	Emergency Panic Button License	Lot	43
11	Emergency Panic Button Software License	Lot	1
12	Gantry Pole Set up	No.	As per requirement
13	Passive Components and site preparation	Lump Sum	As per requirement
G. Solid Waste Management system			
1	Number of Households	Nos.	3,50,000
2	Number of Wards	Nos.	100
3	Number of Community Bins	Nos.	444
4	Vehicle Tracking System (VTS) GPS device	Nos	150
5	RFID/QR Based Reader Devices or Smart Phones	Nos	1968
6	RFID/QR Based Tags for Commercial Establishments (500), Community Bins, Collection Containers	Nos	1044
7	RFID/QR Based Tags for Households	Nos.	3,50,000
8	RFID/QR Based Tags for Garbage Collection Vehicles	Nos.	150

9	Bin Volume Sensors	Nos	Per Bin
10	GPS and Biometric based handheld device with Attendance management system application	Nos	As per requirement
11	GPRS/GSM Connectivity - SIM Card & Service Plan	Nos	As per requirement
12	GPRS/GSM based device to send real time Weigh bridge data from treatment site to ICC	Nos	1
H. Environment Sensors			
1	Central Environment System	Nos	1
2	Environmental Sensors	Nos	39
I. GIS			
1	Base Map preparation	Set	1
2	GIS and Image Processing Hardware and Software	Set	As per solution
3	Development of Enterprise GIS Portal and 12 Department Applications	Nos.	12
4	Integration GIS with existing and proposed system	Set	15
J. Network Bandwidth			
1	Cost estimate for Bandwidth requirement as per the requirement (implementation and Maintenance period)	Lumpsum	1
K. Any Current or Future Integrations			
1	Multiple Integrations and with all type of sensors (shall be planned in future too)	lumpsum	1



7.10. Manufacturers'/Producers' Authorization Form

(This form has to be provided by the OEMs of the hardware and software solutions proposed. This letter of ASCL should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

Date:

To,
The CEO,
Agra Smart City Limited

Subject: Manufacturer's Authorization Form

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

Dear Sir,

We _____ (Name of the OEM) who are established and reputable manufacturers of _____ (List of Goods) having factories or product development centers at the locations _____ or as per list attached, do hereby authorize. _____ (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No. _____ Dated _____ for the above goods manufactured or developed by us.

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation for bid by _____ (Name of the Bidder) as per requirements and for the duration of contract as specified in this RFP.

We also confirm that our offered product will not be end of life for minimum of 24 months from the date of bidding and the support for such offered product/s will be available for minimum of 10 years from the date of bidding.



Thanking you,

Yours faithfully,

(Signature)

For and on behalf of: _____ (Name of the OEM)

Authorized Signatory

Name:

Designation:

Place:

Date:



7.11. Anti-Collusion Certificate

[Certificate should be provided by Lead Bidder and on letter head]

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for **Request for Proposal for Selection of System Integrator for Implementation of Agra Smart City Solutions** in Agra, Uttar Pradesh against the RFP issued by ASCL, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address

8. Annexure 5 – Formats for Submission of Commercial Bid

8.1. Total Price Summary

Sr. No.	Head	Amount (in Rs.)	Amount (in words)
	Total CAPEX price		
1.	(Inclusive of all taxes, levies, duties, etc. as applicable)		
	Total OPEX price		
2.	(Inclusive of all taxes, levies, duties, etc. as applicable)		
3.	Total price (1+2)		
	(Inclusive of all taxes, levies, duties, etc. as applicable)		

8.2. Annexure 6 - Price component for CAPEX:

The list of items indicated hereunder is indicative. The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality.

Sr. No.	BoM Line Item	Qty	Modification Proposed	Base Rate	All Taxes and Duties	Total price for supply, Installation & Commissioning
a	b	c	d	e	f	$g=(e+f) \times d$
1	City Communication Network: Network as Service					

Sr. No.	BoM Line Item	Qty	Modification Proposed	Base Rate	All Taxes and Duties	Total price for supply, Installation & Commissioning
a	b	c	d	e	f	$g=(e+f) \times d$
2	Integrated Command and Control Center (ICCC)					

Sr. No.	BoM Line Item	Qty	Modification Proposed	Base Rate	All Taxes and Duties	Total price for supply, Installation & Commissioning
a	b	c	d	e	f	$g=(e+f) \times d$
3	Data Centre and Disaster Recovery					

Sr. No.	BoM Line Item	Qty	Modification Proposed	Base Rate	All Taxes and Duties	Total price for supply, Installation & Commissioning
A	b	c	d	e	f	$g=(e+f) \times d$
4	CCTV based City Surveillance System					



Sr. No.	BoM Line Item	Qty	Modification Proposed	Base Rate	All Taxes and Duties	Total price for supply, Installation & Commissioning
A	b	c	d	e	f	$g=(e+f) \times d$
5	Intelligent Traffic Management System					

Sr. No.	BoM Line Item	Qty	Modification Proposed	Base Rate	All Taxes and Duties	Total price for supply, Installation & Commissioning
A	b	c	d	e	f	$g=(e+f) \times d$
6	Environmental Sensor					

Sr. No.	BoM Line Item	Qty	Modification Proposed	Base Rate	All Taxes and Duties	Total price for supply, Installation & Commissioning
A	b	c	d	e	f	$g=(e+f) \times d$
7	ICT Enabled Solid Waste Management					

Sr. No.	BoM Line Item	Qty	Modification Proposed	Base Rate	All Taxes and Duties	Total price for supply, Installation & Commissioning
A	b	c	d	e	f	$g=(e+f) \times d$
8	Smart Traffic - Adaptive Traffic Control System					



Sr. No.	BoM Line Item	Qty	Modification Proposed	Base Rate	All Taxes and Duties	Total price for supply, Installation & Commissioning
A	b	c	d	e	f	$g=(e+f) \times d$
9	Enterprise and City GIS Solution					

Sr. No.	BoM Line Item	Qty	Modification Proposed	Base Rate	All Taxes and Duties	Total price for supply, Installation & Commissioning
A	b	c	d	e	f	$g=(e+f) \times d$
10	Integration Components					

8.3. Annexure 7 - Price component for OPEX

The Bidder may add any additional line item (with adequate details and pricing information) in table below towards the end that may be required to fulfill the RFP and project requirements in totality.

Sr. No.	Components	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (Incl. of all taxes)
1	Data Centre and Disaster Recovery Site						
2	City Communication Network						
3	Geographical Information System for City						
4	Adaptive Traffic Control System						
5	Intelligent Traffic Management Solution						
6	CCTV and Surveillance Based System for City						
7	Environment Sensors						
8	ICT Enabled Solid Waste Management						
9	Integrated City and Command Control Centre (ICCC) for ASCL						
10	Existing Integration Components						
11	Any other price item not included above						
	Total OPEX price						



9. Annexure 7 (a) – Performance Bank Guarantee

Ref: _____

Date

Bank Guarantee No. _____

<Name>

<Designation>

<Address><Phone Nos.><Fax Nos.><Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the System Integrator”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to [*Agra Smart City Limited*] (hereinafter called “the ASCL”)

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

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

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

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

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



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

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

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

Date:

Place:

Signature:

Witness:

Printed name:

(Bank's common seal)



Annexure 7 (b) – Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called 'the System Integrator') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<ASCL>> .

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << ASCL >> (hereinafter called "the ASCL") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said ASCL, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the ASCL during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document;
 - or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees<<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



10. Annexure 8 – Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at _____, are desirous of bidding for RFP No. <<>> dated <<DD-MM-2015>> “**Request for Proposal for Selection of System Integrator for Implementation of Agra Smart City Solutions**” (hereinafter called the said 'RFP') to the “[*Agra Smart City Limited*]”, hereinafter referred to as ‘ASCL’ and,

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

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

It is hereby agreed as under:

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

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



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

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the ASCL and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. to treat Confidential Information as confidential unless and until ASCL expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the ASCL or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the ASCL while on or off premises of the ASCL. It is understood that it would be impractical for the ASCL to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

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

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.



6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the ASCL, the Bidder shall promptly deliver to the ASCL the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the ASCL. Upon completion of the Tendering process and or or termination of the contract or at any time during its currency, at the request of the ASCL, the Bidder shall promptly deliver to the ASCL the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the ASCL. Without prejudice to the above the Bidder shall promptly certify to the ASCL, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the ASCL in respect of the Confidential Information.

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

For and on behalf of:
(BIDDER)

Authorised Signatory Office Seal:

Name: Place:
Designation: Date :

11. Annexure 9 - Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

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

This Memorandum of Understanding (MoU) entered into this day of *[Date]* *[Month]* 2018 at *[Place]* among _____ (hereinafter referred to as "_____") and having office at *[Address]*, India, as Party of the First Part and _____ (hereinafter referred as "_____") and having office at *[Address]*, as Party of the Second Part and _____ (hereinafter referred as "_____") and having office at *[Address]*, as Party of the Third Part.

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

WHEREAS DIT, Govt. of Uttar Pradesh has issued a Request for Proposal dated *[Date]* (RFP) from the Applicants interested in **Request for Proposal for Selection of System Integrator for Implementation of Agra Smart City Solutions for ASCL:**

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

The purpose of this Agreement is to define the principles of collaboration among the Parties to:

Submit a response jointly to Bid for the **"Request for Proposal for Selection of Agency for Selection of Agency for Implementation of Agra Smart City Solutions"** as a Consortium.

Sign Contract in case of award.

Provide and perform the supplies and services which would be ordered by the ASCL pursuant to the Contract.

This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the ASCL for **"Request for Proposal for Selection of Agency for Selection of Agency for**



Implementation of Agra Smart City Solutions” for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

The Parties shall be jointly and severally responsible and bound towards the ASCL for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.

----- (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:

To ensure the technical, commercial and administrative co-ordination of the work package

To lead the contract negotiations of the work package with the ASCL.

The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.

In case of an award, act as channel of communication between the ASCL and the Parties to execute the Contract

That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____

Party B: _____

Party C: _____

That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

That this MoU shall be governed in accordance with the laws of India and courts in [State] shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

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

Witness:



12. Annexure 10 - Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

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

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

(Add in the case of a Consortium)

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

Dated this the _____ day of _____ 2018

(Signature and Name of authorized signatory)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

To be executed by all the members individually.



The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



13. Annexure 11 - Format for Power of Attorney for Lead bidder of Consortium

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Whereas _____ has invited RFP response for _____ (Name of the Project)

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

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and ASCL to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

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



We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us or Consortium.

Dated this the _____ day of _____ 2018

(Signature)

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

Witness 1

Witness 2

Notes:

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

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.