Kanpur Smart City

Request for Proposal

for

Master System Integrator for Implementation of Integrated Smart Solutions at Kanpur

Volume I: Instructions to Bidders

Bidding Schedule: Important Dates

Sl. #	Activity	Timeline & Address
1	Release of RFP	25/01/2018
2	Last date of receipt of queries on RFP	05/02/2018 at 4:00 P.M.
3	Pre-bid Meeting date (maximum two members per bidder are allowed only).	09/02/2018 at 4:00 P.M.
4	Last date for submission of Bids (online)	12/03/2018 at 4:00 P.M.
5	Last date for submission of Technical Bid (hard copy)	14/03/2018 at 4:00 P.M.
6	Opening of Bids	16/03/2018 at 4:00 P.M.
7	Date of opening of Commercial bids	Will be intimated later on.

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Instructions for Online Bid Submission

1. Instructions to the Bidders to submit the bids online through the Public Procurement Portal for e Procurement at www.tenderwizard.com/EUP
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. Parallely, for any further queries, the bidders are advised to send a mail to – ksclkanpur@gmail.com.

1. Introduction

1.1 About the KSCL

Kanpur Smart City Limited (KSCL) is the special purpose vehicle created under the Kanpur Municipal Corporation to deliver PAN City Smart City Applications and Citizen Services.

1.2 Introduction to Kanpur Smart city Project

The Ministry of Urban Development (MoUD), Government of India (GoI) has initiated Smart Cities Mission (SCM), under which select cities will be developed as smart cities with a focus on improving citizen services with ICT intervention. Smart Cities Mission is an urban renewal and retrofitting programme by the Government of India with a mission to develop 100 cities all over the country making them citizen friendly, sustainable and investment destination. Under the smart city scheme, Government has emphasized to improve the basic civic amenities of the cities on one hand and the provision of modern technological advances for ease of living on the other hand.

The Smart City Proposal for Kanpur envisions to implementing a number of projects categorized into Area Based Development (ABD) projects and Pan City components. The ABD projects focuses on physical infrastructure components, whereas the Pan City components focuses on the ICT interventions in the city. The component as being undertaken as part of the Pan City Proposal is as under:

Pan City Development: To achieve Kanpur's vision for a smart city, large numbers of measures are required to be implemented. Considering the priorities echoed by city stakeholders during the consultative process and practical feasibility, the five project umbrella initiatives shortlisted are:

- 'Sampann': Economic Development Cell with single window clearance for ease of doing business.
- 'Sachal': ICT based Integrated Traffic Management System, Smart City Surveillance System and Dial 100 to ensure ease of movement, safety and security to all section of the society by establishing Integrated Technology Enabled Citizen Centric Services (ITECCS) Cell. ICT based city bus service with smart travel stations and travel cards.
- 'Sakriya': ICT based Integrated Urban Services through intelligent devices and systems (system of systems) with different means of network and cloud.
- 'Satat': ICT based Municipal Solid Waste Management which includes real time monitoring of door to door collection, transportation, waste to energy generation and disposal. Intelligent Energy Efficient Street lighting and high mast lighting by replacing existing street lighting with sensor based LED lighting.
- 'Swasth': ICT based Air and Water Pollution Controlling with real time monitoring of ambient air and water quality along with construction of new STPs and CETPs.

  Kanpur has prepared RFP and is approved by board for MSI by using integrated approach; there is one tender for implementing all the smart solutions from Single Master System integrator. There are following components in tender as below:
  Implementation:

- ITMS with ANPR, RLVD , Speed detection cameras with Artificial intelligence
- Environment sensor
- City surveillance Cameras with Face Recognition System and Artificial intelligence
- Variable Message System
- Public announcement System
- Emergency Call box
- E-Governance implementation with ERP
- GIS based property tax management
- Mobile app for Kanpur
- Integrated Command and control Centre
- Data centre and 50% capacity on Meghraj on active- passive mode.
- Network Connectivity to be taken on lease.
- Smart parking with dashboard, sensors and cameras

Integration:

- All existing and upcoming future solution to be integrated with command and control centre

1.3 RFP Format

The intent of this RFP is to invite bids from the Bidders for implementation of an integrated solution for Kanpur Smart City.

The Request for Proposal (RFP) consists of three volumes as follows:

A. 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 alongwith the bid submission guidelines.

B. 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 and Master Service Level Agreement.

C. RFP Volume 3: Master Service Level Agreement

Volume 3 of the RFP provides information regarding the Master Service Level Agreement.

1.4. Fact sheet

S No.	Item	Description
1	Method of Selection	The method of selection is QCBS. The weightage given to the Technical and Financial scores will be 70% and 30% respectively. The Contract will be awarded to the bidder scoring maximum marks in technical and financial evaluations as per the qualifying criteria. QCBS evaluation formula: For Quality and Cost based Evaluation (QCBS), the following formula will be used for the evaluation of the bids. The scores will be calculated as: Bn = 0.7*Tn + (0.3)*(Cmin/Cb * 100) Where i. Bn = overall score of bidder under consideration (calculated up to two decimal points). ii. Tn = Technical score for the bidder under consideration. iii. Cb = Actual price quoted by the bidder. iv. Cmin = Lowest price among the financial proposals under consideration.
2	Availability of RFP Documents	Download from www.tenderwizard.com/EUP & kanpursmartcity.in
3	Tender document fee (Non-refundable and Not – exempted)	INR 25,000/- (INR Twenty Five Thousand)
4	Bid Security/Earnest Money Deposit (EMD)	INR 5,00,00,000/- (INR Five Crores)
5	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
6	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
7	Name and Address for Correspondence/ Bid Opening Venue	**Chief Executive Officer,** **Kanpur Smart City Limited** **Kanpur Nagar Nigam Mukhyalaya** **Motijheel, Kanpur, PIN - 208002** **Telephone: 0512 - 2541258, 2546194** **Email: ksclkanpur@gmail.com**

1.5 Definitions/Acronyms

SL#	Term/Acronyms	Description
1.	**AAA**	Authentication, authorization, and accounting
2.	**ABD**	Area Based Development
3.	**ANPR**	Automated Number Plate Recognition
4.	**AP**	Access Point
5.	**AVLS**	Automated Vehicle Locator System
6.	**B2C**	Business to Citizen
7.	**BHC**	Benzene Hydro chloride
8.	**Bid**	Offer by the Bidder to fulfil the requirement of the Authority for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
9.	**BOM**	Bill of Material
10.	**CCC**	Command and Control Centre
11.	**CCTNS**	Crime and Criminal Tracking Network & Systems
12.	**CCTV**	Closed Circuit Television
13.	**ICCC**	Integrated Command and Control Centre
14.	**Consortium**	A consortium consists of multiple members (not more than four parties- Lead Bidder + 3 Consortium members) entering into a Consortium
		Agreement for a common objective of satisfying the KSCL requirements & represented by lead member of the consortium, designated as a "Lead Bidder". Also, the solely responsibility for successful execution of the entire project will be that of the defined Lead bidder. The consortium members shall support lead bidder for their work scope to execute the project successfully. The consortium members should have relevant experience of executing similar roles and responsibilities in past as stated in the MoU in Annexure 7. Parent company existence of Bidder/ Lead bidder would be considered for only 100% subsidiary/ sister concern / division/ sub division/ branch business unit. Intellectual Property Rights Indemnity will not be applicable if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the MSI's organization, For the purpose of technical evaluation, net worth and turnover of only the bidding entity will be considered. Net worth and turnover of

SL#	Term/Acronyms	Description
		any parent, subsidiary, associate or other related entity will not be considered.
15.	**COP**	Common Operating Platform
16.	**DBA**	Database Administrator
17.	**DC**	Data Center
18.	**DCP**	Deputy Commissioner of Police
19.	**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.
20.	**DIT**	Directorate of Information Technology
21.	**DNS**	Domain Name Server
22.	**DR**	Disaster Recovery
23.	**Effective Date**	The date on which the Contract Agreement for this RFP comes into effect
24.	**EMD**	Earnest Money Deposit
25.	**EMS**	Enterprise Management System
26.	**EMV**	Engineering Materials Vehicles
27.	**ETA**	Estimated Time of Arrival
28.	**ETD**	Estimated Time of Departure
29.	**e- Procurement Portal**	means the electronic tendering system of the Authority
30.	**ETM**	Electronic Ticketing Machine
31.	**FB Camera**	Fixed Boxed Camera
32.	**FPS**	Frames Per Second
33.	**FRS**	Functional Requirement Specifications
34.	**FTTX**	Fiber to the x
35.	**G2C**	Government to Citizens
36.	**GI Pipes**	Galvanised iron Pipes
37.	**GIS**	Geographical Information System
38.	**GoUP**	Government of Uttar Pradesh
39.	**GPRS**	General Packet Radio Service
40.	**GPS**	Global Positioning System
41.	**GSM**	Global Systems for Mobile Communications
42.	**GUI**	Graphical User Interface
43.	**HPSV**	High Pressure Sodium Vapour lamps

SL#	Term/Acronyms	Description
44.	**HDPE**	High-Density Polyethylene
45.	**HO**	Head Office
46.	**ICT**	Information and Communication Technology
47.	**IDS**	Intrusion Detection System
48.	**IOE**	Internet of Everything
49.	**IP**	Internet Protocol
50.	**IPS**	Intrusion Prevention System
51.	**ITIL**	Information Technology Infrastructure Library
52	**IoT**	Internet of Things
53.	**KeDB**	Knowledge Database
54.	**LAN**	Local Area Network
55.	**LED**	Light Emitting Diode
57.	**LOI/LOA**	Letter of Intent/Letter of Award
58.	**MAN**	Metropolitan Area Network
59.	**MoU**	Memorandum of Understanding
60.	**MSV**	Mobile Surveillance Vehicle
61.	**MTBF**	Mean Time Between Failures
62.	**MTTR**	Mean Time to Repair
63.	**MUX**	Multiplexer
64.	**NFC**	Near Field Communication
65.	**NIC**	National Informatics Centre
66.	**KMC**	Kanpur Municipal Corporation
67.	**NOC**	Network Operations Center A Network Operations Center (NOC) is defined as the place from which the networks are supervised, monitored and maintained. It typically has a network operations center, a room containing visualizations of the network or networks that are being monitored, workstations at which the detailed status of the network can be seen, and the necessary software to manage the networks.
68.	**Node**	L3 aggregation points consisting of L3 switches
69.	**Non-Compliance**	means failure/refusal to comply the terms and conditions of the tender
70.	**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
71.	**O&M**	Operations & Maintenance
72.	**OEM**	Original Equipment Manufacturer
73.	**OFC**	Optical Fibre Cable

SL#	Term/Acronyms	Description
74.	**OGC**	Open Geospatial Consortium
75.	**OS**	Operating Systems
76.	**OTP**	One Time Password
77.	**PA System**	Public Address System
78.	**PDU's**	Power Distribution Units
79.	**PIS**	Passenger Information System
80.	**PoE**	Power over Ethernet
81.	**PoP**	Points of Presence
82.	**PTZ**	Pan Tilt Zoom
83.	**QR Code**	Quick Response Code
84.	**Required Consents**	The consents, waivers, clearances and licenses to use Authority Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that DIT, GoI their nominated agencies are required to make available to Bidder pursuant to this Agreement;
85.	**RF**	Radio Frequency
86.	**RFID**	Radio Frequency Identification
87.	**RFP**	Request for Proposal
88.	**RLVD**	Red Light Violation Detection
89.	**RoW**	Right of Way
90.	**RPO**	Recovery Point Objective
91.	**RTO**	Recovery Time Objective
92.	**SDPO**	Sub-Divisional Police Officer
93.	**Service Level**	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
94.	**SI / MSI**	System Integrator/Master System Integrator
95.	**SLA**	Service Level Agreement; Performance and Maintenance SLA executed as part of this Master Service Agreement;
96.	**SNMP**	Simple Network Management Protocol
97.	**SMPS**	Switched Mode Power Supply
98.	**SOP**	Standard Operating Procedure
99.	**SOS**	Save Our Souls SOS is the international Morse code distress signal
100.	**SSID**	Service Set Identifier
101.	**Successful Bidder**	The bidder who is qualified & successful in the bidding process and is awarded the work
102.	**TRAI**	Telecom Regulatory Authority of India
103.	**TRS**	Technical Requirement Specifications
104.	**UPS**	Uninterruptible Power Supply
105.	**URL**	Uniform Resource Locator
106.	**VA**	Video Analytics
107.	**VaMS**	Variable Message System
108.	**VCA**	Video Content Analytics
109.	**VLAN**	Virtual Local Area Network
110.	**VMS**	Video Management Software/System
111.	**WAN**	Wide Area Network
112.	**WSP**	Wi-Fi Service Provider
113.	**Server Room**	Sever room and data centre shall mean the same.

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 KSCL'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 KSCL on the basis of 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 KSCL. Any notification of preferred bidder status by KSCL shall not give rise to any enforceable rights by the Bidder. KSCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of KSCL.

d. Sealed bids shall be received by the KSCL by physical posts with readable CDs, in person 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 KSCL may, at its discretion, extend this deadline for submission of offers by issuing corrigendum.

e. Telex, cable or facsimile offers will be rejected.

2.2 Eligible Bidders

Bids may be submitted by either of the following categories of bidders only:

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

A systems integrator is a company that specializes in bringing together

component subsystems into a whole and ensuring that those subsystems function together.

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 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. Each consortium member will only be responsible for their scope of work. 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 KSCL.

The Lead Bidder will be responsible for:

i. The management of all Consortium Members who are part of the bid, and

ii. The supply, delivery and installation of all products and services submitted in their bid and as part of the contract

Bids submitted by a consortium should comply with the following requirements also:

i. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder

ii. Any firm which is not a Lead Bidder (however, is a consortium partner) can only partner in one bid i.e all members of a consortium are restricted from being part of any other consortium that is formed to participate in a Bid in response to this RFP.

iii. Any of the Lead Bidders cannot be a Consortium Member with another bidder in a separate bid

iv. Internal arrangement between the Consortium Members is left to the bidders.

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:
   i. Include all documentation specified in this RFP, in the bid
   ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
   iii. 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 the particulars thereof and submit them to KSCL 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 the KSCL.

2.6 Pre-bid meeting & Clarification

2.6.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this

project can be submitted to KSCL as per the online submission mode and timelines mentioned in the Bidding Schedule. The pre-bid queries should be submitted in MS excel sheet format, along with name and details of the organization submitting the queries.

KSCL 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 KSCL.

Bidders must submit their queries as per the format mentioned in Section 5 - Annexure-I

Maximum of 2 members per Bidder will be allowed to participate in the Pre-bid conference and a letter from the Authorized Signatory from the intended MSI will clearly specify the names of the participants. Representatives from any OEM will not be allowed to be part of the pre-bid conference. OEM should also not accompany any of their system integrator or partners, and are expected to submit their queries through partners for seeking clarifications.

2.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

KSCL will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. KSCL 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.

KSCL shall endeavour to provide timely response to all queries. However, KSCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith. KSCL does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre- Bid Conference, shall be made by KSCL 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 KSCL.

Any corrigendum/notification issued by KSCL, subsequent to 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

RFP can be downloaded from the website URL mentioned in the fact sheet.

Tender Fee of Rs. 25,000 (Rupees Twenty Five Thousand Only) shall be paid at the time of submission of bid. The tender fee shall be non-refundable.

Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

2.8 Earnest Money Deposit (EMD)

EMD shall be paid at the time of submission of bid through a Bank Guarantee. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by KSCL on finalization of the bid in all respects by the successful bidder.

For Successful bidders: The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.
The above mentioned return would be completed within 3 months from the date of selection of MSI.

In case bid is submitted without the bid security then KSCL will reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

a. If a Bidder withdraws or modifies it's Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
b. If a Bidder is disqualified in accordance with Clause 2;
c. If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 4.
    - If a Bidder is declared the first ranking Bidder and it:

- Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
- fails to furnish the Performance Security
- fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
- fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or

d. fails to execute the Contract.

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

The four sets of documents (each enveloped separately and packed in a master envelope) are required to be submitted for evaluation. The sets will comprise of:

Document Set per envelope	Name of Document	Content	Mode of Submission
One	RFP Document fee & Bid Security/ Earnest Money Deposit (EMD)	a. RFP Document Fee receipt b. Bid Security/Earnest Money Deposit (EMD) receipt	Online and Hard Copy
Two	Pre-Qualification Bid	a. Pre-Qualification bid as per Section 6.1 and 6.2 along with the required supporting documents b. No Deviation Certificate as per Section 6.6	Online and Hard Copy

		c. Total Responsibility declaration as per Section 6.7	
Three	Technical Bid	a. Technical bid b. Detailed compliance with OEM make & model	Online and Hard Copy
Four	Financial Bid	c. Financial Bid	Online only

a. Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
b. 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.
c. The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bids.
d. All pages of the bid shall be initialed and stamped by the person (or persons) who sign the bid.
e. The physical submission of the bid has to be accompanied by soft copy non-writable CD/ DVD per section.
f. Failure to submit the bid before the submission deadline specified in the Bidding Schedule Sheet would cause a bid to be rejected.
g. KSCL will not accept delivery of bid by fax or e-mail only. Hard Copy submission is mandatory.

2.11 Bid Formats

2.11.1 Pre-Qualification Bid Format

Section #	Section Heading	Details
1.	Pre-qualification checklist	As per format provided in section 6.1
2.	Pre-Qualification Bid Covering Letter	As per format provided in section 6.2
3.	Consortium Agreement	As per format provided in Annexure 7 of this Volume
4.	About Bidder	As per format provided in section 6.3 of this Document
5.	Legal	1. Copy of Certification of Incorporation/Registration Certificate

		2. PAN Card 3. VAT Registration
6.	Annual Turnover	Details of annual turnover with documentary evidence.
7.	Net worth	Details of net worth with documentary evidence.
8.	Certification	Relevant ISO certification
9.	Self-certificate for non-blacklisting clause	As per format provided in section 6.4
10.	Power of Attorney	Documentary evidence as per format provided in Annexure 8 and 9
11.	Project Experience	Citation details of projects as per format in Section 7.4 and 6.8, as applicable.
12.	No Deviation Certificate	As per format provided in section 6.6
13.	Total responsibility certificate	As per format in 6.7

2.11.2 Technical Bid Format

Section #	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 3.6.1
4.	Understanding	Details as required in Technical Criteria 3.6.1.
5.	Solution proposed	Details as required in Technical Criteria 3.6.1. Please refer to section 7.5.1.
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 6.8 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 CV of resources as per format provided
9.	Manufacturers'/Producers' Authorization Form	As per format provided in section 7.10
10.	Anti-Collusion Certificate	As per format provided in section 7.11
11.	Non-disclosure agreement	As per format provided in section 11 (Annexure 6)

2.11.3 Commercial Bid Format

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

S No.	Section Heading	Details
1	Total Price Summary	As per format provided in Section 8.1
2	Price component for CAPEX	Price component for CAPEX 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

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre- Qualification, Technical and Commercial 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, KSCL 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 KSCL 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 KSCL's/Nagar Nigam website given in advertisement from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, KSCL shall not be responsible.

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

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 KSCL and the Bidder.

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

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected. However, it should be noted that the price quotes should be exclusive of tax components.

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 6.6. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP are liable for rejection.

2.17 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation with effective SLAs of the proposed solution as per the format mentioned in Section 6.7.

2.18 Late Bids

a. Late submission will not be entertained.

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

c. KSCL 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.

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

2.19 Right to Terminate the Process

KSCL may terminate the RFP process at any time and without assigning any reason. KSCL 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 KSCL.

2.20 Non-Conforming bids

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

a. If it does not comply with the requirements of this RFP.

b. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

2.21 Acceptance/Rejection of Bids

a. KSCL reserves the right to reject in full or part, any or all bids without assigning any reason thereof. KSCL reserves the right to assess the Bidder's capabilities and capacity. The decision of KSCL shall be final and binding.

b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, KSCL 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, the 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 has to send his explanation. On the above lines KSCL reserves the right to take appropriate decision which needs to be agreed by the bidder. If the bidder does not agree to the decision of KSCL, the bid is liable to be disqualified.

2.22 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The successful bidder and its consortium partners will sign a NDA. Confidentiality agreement will be mutually applicable on both the bidder and KSCL.

2.23 Disqualification

The bid is liable to be disqualified/ a proper explanation can be called in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

a. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices

b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP

c. Bid is received in incomplete form

d. Bid is not accompanied by all the requisite documents

e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any

f. Financial bid is enclosed with the same document as technical bid.

g. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

h. In case any one party submits multiple bids or if common interests are found in

two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

i. If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified

2.24 Key Personnel

KSCL 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

2.24.1 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 resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.

In any such case, the KSCL's prior written consent would be mandatory.

2.24.2 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 KSCL of the date of each evaluation of each member of the Key Personnel. KSCL shall be entitled to provide inputs to the bidder for each such evaluation. Bidder shall promptly provide the results of each evaluation to KSCL, subject to Applicable Law.

2.24.3 Replacement

In case any proposed resource resigns, then the Bidder has to inform KSCL within one week of such resignation.

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 KSCL.

Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide KSCL with:

a. a resume, curriculum vitae and any other information about the candidate that is reasonably requested by KSCL; and
b. An opportunity to interview the candidate.

The bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.

If KSCL 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.

The bidder needs to ensure at least 4 weeks of overlap period in such replacements. KSCL 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.

2.25 Fraud and Corrupt Practices

a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, KSCL 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, KSCL 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 KSCL for, inter alia, time, cost and effort of KSCL, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.

b. Without prejudice to the rights of KSCL under Clause above and the rights and

remedies which KSCL may have under the LOI or the Agreement, if a Bidder is found by KSCL 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 and there is a written proof of such practice, such Bidder shall not be eligible to participate in any tender or RFP issued by KSCL during a period of 3 years from the date such Bidder is found by KSCL to have directly or through an agent, engaged or indulged in any Prohibited Practices.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

i. *"corrupt practice"* means (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 KSCL 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 KSCL, 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 KSCL in relation to any matter concerning the Project;

ii. *"fraudulent practice"* means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. *"coercive practice"* means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

iv. *"undesirable practice"* means (i) establishing contact with any person

connected with or employed or engaged by KSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

2.26 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, KSCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to KSCL for, inter alia, the time, cost and effort of KSCL including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to KSCL hereunder or otherwise.

b. KSCL requires that the bidder provides solutions which at all times hold KSCL's interests 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 be in 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 KSCL.

2.27 Sub-Contracting

The bidder would not be allowed to sub-contract work, except for the following:

a. Facility Management Staff at Ground maintenance, Cleaning, Catering, Vending Space management, Utilities management etc. and associated manpower
b. Sub-contracting shall be allowed only with prior written approval of KSCL. 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.

2.28 Quality Standards and pre-eligibility OEM Criteria:

For the below OEM criteria, either a public documentation or Self certification on OEM letter head to be provided as a proof of compliance:

a. All quoted OEM should have quality standard certifications like ISO 9001-2008, ISO 14001, ISO 27001, wherever applicable to ensure only quality OEM participation, as on date of RFP release.
b. OEM for the Command Control Software Platform should have a registered office in India and should be directly present for last 7 years, from date of RFP publication. They should also have a development center in India.
c. OEM for Command Control Software should have deployed at least one Smart City solution in India or globally. In addition the same OEM should have deployed similar solution 3 or more locations globally.
d. OEM for the all active network, security, compute, storage should have a registered office in India and should be directly present for last 10 years, from date of RFP publication. They should also have a development center in India.
e. Proposed OEM for any technology should not have filed for bankruptcy and should be profitable for at least last 2 consecutive financial years.
f. 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.
g. The OEM for all active components should give a declaration that products or technology quoted are not end of- sale till 6 months from the date of RFP release and are not end-of-support till 5 years from date of RFP release.
h. The proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs.
i. Each of the proposed OEMs should have existing capability and infrastructure to provide 24x7x365 technical support with Indian Toll or Toll-Free call in numbers.
j. OEM should have minimum 4 spare depots across India for hardware replacement.
k. The Goods and Services to be supplied, installed and/or performed by the Bidder conform to the RFP requirements.
l. Lead bidder or any of the consortium partner should have office in Lucknow/Kanpur. If not already established, they should provide an undertaking that they shall establish an office in Kanpur within 30 days after award of work.

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

m. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased by 20%. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

n. If the KSCL 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.

o. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

2.30 Withdrawal, Substitution, and Modification of Bids

p. No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security.

q. Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

r. Bids withdrawn shall not be opened and processed further.

2.31 Site Visit

s. 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.

t. It is strongly recommended that bidders may conduct their site surveys as per the requirement of RFP wherever necessary, prior to the proposal submission.

u. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

3. Selection Process for Bidder

3.1 Opening of Bids

The Bids shall be opened by KSCL 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 KSCL from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

There will be three bid-opening events as follows:

1. **Set 1 (RFP Document fee & Bid Security/EMD)**
2. **Set 2 (Pre-Qualification bid)**
3. **Set 3 (Technical bid)**

i. The venue, date and time for opening the Bids bid are mentioned in the Fact sheet.
ii. The date and time for opening of Technical bid is specified in the bidding schedule and that of the Commercial bid would be communicated at respective stages to eligible bidders.
iii. 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

KSCL 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 KSCL 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:

a. Not submitted in format as specified in the RFP document
b. Received without the Letter of Authorization

c. Found with suppression of details
d. With incomplete information, subjective, conditional offers and partial offers submitted
e. Submitted without the documents requested
f. Non-compliant to any of the clauses mentioned in the RFP
g. With lesser validity period

3.3 Clarification on Bids

During the bid evaluation, KSCL 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.

3.4 Evaluation Process

KSCL 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:

3.4.1 Stage 1: Pre-Qualification

a. KSCL shall validate the Set 1 “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
b. If the contents of the Set 1 are as per requirements, KSCL 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 through Email and Phone 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. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security shall be returned to the unsuccessful bidders after the submission of Performance Bank Guarantee by the successful Bidder.

3.4.2 Stage 2: Technical Evaluation

a. Set 3 "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.

b. KSCL 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 KSCL's discretion.

c. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.6.

d. Bidders may be asked to give demonstration of the envisaged solution to KSCL as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.

e. Bidders submit in detailed – "**Approach & Methodology & Solutions proposed** "

f. 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 70%** or more in 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.

3.4.3 Stage 3: Commercial Evaluation

a. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.

b. The 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 KSCL's discretion.

c. Commercial Bids that are not as per the format provided in Section 8 (Annexure 4) shall be liable for rejection.

d. The bid price shall be inclusive of all taxes and levies and shall be in Indian Rupees.

3.5 Pre-Qualification Criteria

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
1	Company Profile	The Sole/ Lead Bidder (in case of Consortium) shall be in operations for a period of at least ten (10) years as on published date of RFP. In case of a Consortium, in addition, each member other than Lead Bidder shall be in operations for a period of at least five (5) years as on published date of RFP.	1. Copy of certificate of Incorporation/Registration under Companies Act 1956 (for Indian companies) 2. Global companies to provide equivalent proof of incorporation/ registration
2	Company Financial Profile	The Bidder/Consortium shall have an average annual turnover of INR 600 Crores over the last three (3) Financial Years. In case of Consortium, at least 60% of the turnover criteria shall be met by the Lead Bidder and the remaining can be fulfilled by the other Consortium partners. (Lead member or Consortium members must have experience into one of the following specific business areas: ICT/IT Infrastructure/System, Integration Services/ IT, ITES, e Governance services)	1. Audited financial statements for last three Financial Years. 2. Statutory auditor's/CA certificate clearly specifying the annual turnover for the specified years. 3. PAN card 4. GST registration 5. In case of subsidiary or sister concern turnover CA certificate of the same to be provided
3	Financials- Net worth	The Bidder (Lead Partner in case of consortium) shall have minimum net-worth of INR 100 Crores as per the last audited Financial Year. The Consortium partner should have positive net worth as per the audited consolidated financial statements in each of the last 3 financial years.	Certificate from the Statutory Auditor/CA on net worth for last 3 years
4	Local Presence	The Sole Bidder or the Lead Bidder of consortium, in case of a Consortium, should have office in the State of Uttar Pradesh or should furnish an undertaking that the same would be established within one month of signing the contract, if project is awarded	List and address of office in Uttar Pradesh or, Undertaking from authorized signatory to open office with GST registration in Kanpur within 60 days from Contract signing.
5	Key Certifications	The Bidder (any member of consortium) shall have any one of the following Certifications valid at the time of Bidding: •ISO 9001:2008	Copies of the valid certificates in the name of the Bidder.

		•ISO 20000:2011 for IT Service Management or equivalent certification •ISO 27001:2013 for Information Security Management System or equivalent certification	
6	**Company Standings**	As on date of submission of the proposal, the Bidder (all members of the consortium as applicable) shall not be blacklisted by any State / Central Government Department or Central /State PSUs.	1. The Sole Bidder or the Partner In charge and all other Members of Consortium: Undertaking for this on company letter head 2. In case of consortium, this needs to be provided by each of the consortium member.
7	**ICT components**	"The Bidder (any member in case of consortium) shall have successfully executed below mentioned projects with cumulative value of INR 50 crore in last seven years (excluding civil work): 1) Data Center / Servers- Storage Infrastructure establishment (Min cut-off value of successfully executed cumulative projects in this segment is INR 10 Crores) 2) Surveillance projects 3) Command and control center/ City Control Room/ Communication Center	"The sole Bidder/any Member of Consortium/Sub-Contractor(s): 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead In case of large orders/orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of a part of the order meeting the requirement through a Self- declaration. The format of the self- certificate is provided in Section 6.7 of RFP volume In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project."
8	**Experience in development /implementation of Smart City Components**	"Bidder (Lead Bidder or Any Consortium Partner) should have experience in implementation and maintenance of following project of value not less than cumulative value of INR 20 Crore for any of the following: a)Utility Management (Water OR Electricity) or b) Command & Control Centre / Network Operations Centre (NOC) or c) Surveillance command center or d) ERP system or e) Multi-layer GIS or f) Smart Solid Waste Management System for city In India or abroad in last 10 years. Note:	"The sole Bidder/any Member of Consortium/Sub-Contractor(s): 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letter head In case of large orders/orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of a part of the order meeting the requirement through a Self- declaration. The format of the self- certificate is provided in Section 6.7 of RFP volume I. In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and

		□ Bidder can propose separate (one or more) projects for each component for evaluation."	Value and stage of project. "
9	**eGovernance**	"The Bidder (any member in case of consortium) shall have successfully executed at least one project value of 5 crore for e-gov for government/PSU agency in last ten years (excluding any kind of civil work):	"The sole Bidder/any Member of Consortium/Sub-Contractor(s): 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead In case of large orders/orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of a part of the order meeting the requirement through a Self- declaration. The format of the self- certificate is provided in Section 6.7 of RFP volume I. In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project. KSCL reserves the rights to contact the competitive authority for the specified Work Orders. "
10	**CMMi level**	The lead bidder /consortium partner should have CMMi level 5 certification	Valid CMMI level 5 certification.

3.6 Technical Evaluation Framework

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

S No.	Evaluation Criteria	Total Marks
A	Sole bidder/Lead Bidder Profile	10
B	Project Experience	40
C	Approach & Methodology	20
D	Relevant Manpower Deployment	20
E	OEM selection criteria	10

QCBS (70:30) Qualification criteria for technical evaluation and progression to

commercial evaluation stage- Minimum 70% (70 marks) of the overall technical score total.

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

3.7 Technical Marking Matrix

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
A. Sole Bidder/ Lead Bidder Profile (max 10 marks)				
1	Annual Turnover	Average annual turnover from "Specific Business Areas" as mentioned below for Sole bidder or Lead bidder (in case of consortium) and consortium partners over the last three Financial years. Out of total value of turnover; 60% at least to be from lead bidder In case of sole bidder 100% turnover to be from sole bidder. Marks shall be allotted as given below: ·More than Rs.600 Cr.= 6 marks · More than Rs. 500 to 600 Cr. =04 marks · More than Rs. 400cr. to 500 cr = 02 marks · More than Rs. 300 cr. to 400 cr=01 marks Less than 300 cr. Not eligible to bid Specific Business Areas -ICT/IT Infrastructure/ enabled services	6	Certificate from the Statutory Auditor on turnover details from the "specific business areas" over the last three (3) financial years

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		Maximum marks= 6 marks		
2	CMM I Level	CMMi certification: 1. Lead bidder being CMMI Level 5= 4 marks 2. Consortium partner being CMMI Level 5= 2 mark	4	CMMI Certificate
B Project Experience (Max- 40 marks)				
1	ICT components	The Bidder (any member in case of consortium) shall have successfully executed projects in last seven years (excluding civil work): Number of projects executed in any of the following 4 areas 1) Tier III Data Center establishment 2) Network/LAN/WAN with more than 2000 nodes 3) Command and control center 4) Security Operations Centre Marks shall be allotted as below: · Number of Projects 5 or more = 15 marks · Number of Projects 4 = 10 marks · Number of projects 2 = 5 marks The cumulative vale of project should not be less than 100 Cr.	15	Sole Bidder/any Member of Consortium: 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed/Go Live by the competent authority of the client entity on the entity's letterhead OR In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self- certificate is provided in RFP volume I. In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project.
2	Experience in development / implementatio	"The Bidder (any member in case of consortium) shall have successfully executed projects	10	Sole Bidder/any Member of Consortium:

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
	n of Smart Elements	in last 7 years: Each project should include any of the two components from below list- 1. Variable message Sign 2. Surveillance 3. ITMS with ANPR/RLVD 4. Parking Management System 5. Incident Management 6. AVLS 7. Emergency Call response Integration 8. Public Wifi 9. Mobile App/Desktop Portal for Citizen Services 10. Kiosk based government/citizen services Number of projects implemented. Marks will be allotted as follows: □ No. of successfully executed projects 5 or more= 10 marks □ No. of Successfully executed projects 4 = 7 Marks □ No. of Successfully executed projects 2 = 5 Marks The cumulative vale of project should not be less than 150 Cr.		1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed/Go Live by the competent authority of the client entity on the entity's letterhead OR In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self- certificate is provided in Section ___ of RFP volume I . In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project.
3	ERP System	The Bidder (any member in case of consortium) shall have successfully executed at least one (1) projects related to implementation/integration and support of ERP system including (but not limited to finance, HR and Payroll and maintenance & asset management modules (with at least 2 of these modules) having a minimum value of INR	10	Sole Bidder/any Member of Consortium: 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		10 crores per project during last seven (7) years. No. of successfully executed projects 5 or more= 10 marks No. of Successfully executed projects 4 = 7 Marks No. of Successfully executed projects 2 = 5 Marks		the client entity on the entity's letterhead OR In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self- certificate is provided in Section ___ of RFP volume I. In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project.
4	E-Governance	The Bidder (any member in case of consortium) shall have successfully executed at least one (1) projects related to implementation/integration and support of citizen centric e-Governance applications integrating at least four (4) different Citizen services (excluding CCTV system) having a minimum value of INR 5 crores per project during last seven (10) years. Number of Projects: 1) 3 Project : 05 Marks 2) 2 Projects : 04 Marks 3) 1 Project : 02 Marks	5	Sole Bidder/any Member of Consortium: 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead OR In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
				meeting the requirement. The format of the self- certificate is provided in RFP volume I. In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project.
C Approach & Methodology & Solutions proposed (Max. 20 marks)				
1	Understanding Deployment/ SLA/ ng/ A&M/Scalability/ Presentation	Understanding: Demonstrated level of understanding of the scope of work and all aspects of the project Overall project implementation approach, methodology, Deployment plan/ Risk Mitigation Plan/ Strategy/SLA Adequacy, robustness and scalability of proposed solution Technical Presentation in front of the Evaluation Committee	20	Assessment to be based on a dedicated sectional note covering all requirements (in the Technical Proposal submitted by the bidder)
D Resource/Manpower Deployment(max 20 marks)				
1	Resource Deployment	**A. Project Manager: 5 marks** a. Educational Qualification: • BE / B. Tech / MCA with MBA/M. Tech = 1 mark b. Certification: • PMP/ Prince Certification- 1 mark c. Work experience in the capacity of Project/Program Manager in ICT implementation Projects (with more than 10 years of relevant experience): 1 mark d. Project/Program management Experience in ICT implementation Project of value	20	The detailed CVs of the proposed Manpower Resources duly self-attested and by the competent authority of the bidder.

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		> 100 crores: 1 mark e. Project/Program management Experience Smart City ICT implementation Project: 1 mark **B. DC/ DR- Cloud expert: 3 marks** a. Educational Qualification with more than 9 years of experience: • BE / B. Tech / MCA with MBA- 1 mark b. Certification: • Any professional certification that relates to cloud computing/ DC/ DR, preferably CCNA (DC), CCNP (DC), DCDC(BICSI), CBCI, CBCP, etc.- 1 mark d. Cloud implementation Experience in ICT implementation Project of value > 20 crores - 1 mark **C. Command Center Design Expert: 3 marks** a. Educational Qualification: • Bachelor's Degree in Engineering/ Enterprise Architect-1mark b. Certification : • Any professional certification that relates to Enterprise		

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		Architectural solutions- 1 mark c. Work experience in designing of Command Center / Network Operating Centre Projects (with more than 9 years of relevant experience)- 1 mark **D. Solution Architect: 5 marks** a. Educational Qualification: • Bachelor's Degree in Engineering/MCA-1mark b. Certification: ITIL/LEAN-2marks c. Work experience as IT/ICT solution architect (with more than 6 years of relevant experience) of project more than 20 cr- 2 marks **E. Software Management Expert: 2 mark** a. Educational Qualification: • Bachelor's Degree in Engineering/MCA -1 mark b. Certification: • Relevant certification in Software Development/ Management. Preferably-CAPM, CSM, etc. -1 mark **f. IT/ ICT Infrastructure Expert: 1 mark**		

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		a. Educational Qualification: • Bachelor's Degree in Engineering/MCA- **0.5 marks** b. Certification: • Relevant certification in IT/ ICT Infrastructure framework, preferably ITIL, CGEIT, etc. - **0.5marks** **G. IT/ Cyber Security Expert: 1 mark** a. Educational Qualification: • Bachelor's Degree in Engineering/MCA : **0.5 marks** b. Certification: • Relevant certification in IT/ Cyber Security domain, preferably CISM, CISSP, etc. **0.5 marks**		
E OEM Selection			10	
1	Smart City Command Control Platform	OEM with total deployments 5 deployment = 5 Marks 2 deployments = 3 Marks 1 deployments = 1 Marks 0 deployments = Not Eligible	5	Self Certification from OEM
2	Active Components Installed base (Network, Server, Storage, Security, Collaboration)	OEM with deployment in SDC/SWAN/Mission Mode Project of Centre or State Govt. 9 deployment = 5 Marks 5 deployments = 2 Marks 1 deployments = 1 Marks 0 deployments = Not Eligible	5	Self Certification from OEM

Key Personnel Criteria

a. SI shall provide adequate number of personnel, each responsible for a specific role within the project. SI shall provide clear definition of the role and responsibility of each individual personnel.

b. SI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. SI has to provide the list of proposed Manpower for the Project. Any changes in Manpower deployment post submission of the proposal will have to be approved by the KSCL.

c. The indicative minimum qualification required for Key Positions identified for this project can be referred at point no. 8 of Technical Evaluation Criteria table.. However, beside these mandatory deployments, SI shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender.

All other proposed positions shall be Onsite throughout the entire project implementation phase.

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

Apart from the above –mentioned resources, the Bidder shall also propose manpower to be deployed during the Operation & Maintenance phase of the Project.

4. Award of Contract

4.1 Notification of Award

KSCL 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

After the notification of award, KSCL will issue Purchase Order (PO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and KSCL or the agency designated by KSCL. As an acceptance of the PO, the Bidder shall sign and return back a duplicate copy of the Purchase Order to KSCL or the agency designated by the KSCL.

4.3 Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of signing of contract, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the KSCL. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Section 9 - Annexure 5 (a), payable on demand, for the due performance and fulfillment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 10% of total contract value. PBG shall be invoked by KSCL, in the event the Bidder:

a. fails to meet the overall penalty condition as mentioned in RFP Volume II or any changes mutually agreed between the parties,
b. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of KSCL as per conditions and scope mentioned in the RFP
c. Misrepresents facts/information submitted to KSCL

The performance bank guarantee shall be valid till satisfactory completion of Post Implementation Support. As per RFP. The performance bank guarantee may be discharged/returned by KSCL 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.

In the event of the Bidder being unable to service the contract for whatever reason(s), KSCL shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of KSCL under the contract in the matter, the proceeds of the PBG shall be payable to KSCL as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

KSCL 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. After 40 days of notice, if the bidder fails to rectify the default, KSCL shall be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him under this contract, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

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.

This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go- Live' + 60 months for the Solution.

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

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 KSCL.

During the warranty period, the bidder shall covenant 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 covenant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

KSCL 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 KSCL and within time specified and acceptable to KSCL.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, KSCL 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 maximum to the value of the defected item, which KSCL may have against the bidder under the contract.

During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes, and free available version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to KSCL.

The successful bidder hereby warrants KSCL that:

a. 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.
b. The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
c. The successful bidder shall be responsible for warranty services from licensers of products included in the systems.
d. The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

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

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event KSCL may award the contract to the next best value bidder or call for new bids.

In such a case, KSCL shall invoke the PBG and/or forfeit the EMD.

4.6 Arbitration post signing of contract

In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

All arbitration would be referred to the Chief Justice of Kanpur High Court, and their decision would be final and binding to all parties.

In case KSCL chooses to award the contract to an eligible bidder/MSI through this

tender process, and its subjected to a third party litigation, KSCL would be free to proceed the contract award and works process. If the litigation is in favor of the third party resulting in termination of awarded contract and retendering process, KSCL would pay out the existing MSI to the tune of work completed upon submission of sufficient proof of material supplied and manpower invested.

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 clearly specifying in the subject column- 'Queries for Selection of MSI-ICT_**Bidder's Company Name**'.

Direct queries from any OEM will not be entertained.

SL #	RFP Volume Section and sub- section	Page no.	Clause/ Content in the RFP	Clarification sought/ Change Request (highlight the portion with red color which is intended to be changed.)

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

6.1 Pre-qualification bid checklist

Sl#	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1.	RFP Document fees		
2.	Earnest Money Deposit		
3.	Pre Qualification Covering letter		
4.	Consortium Agreement, if applicable as per Annexure 7		

5.	• Copy of Certification of Incorporation/Registration Certificate • PAN card • GST registration		
6.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA		
7.	Declaration of non-blacklisting		
8.	Power of attorney for Lead Bidder of Consortium		
9.	Project Citations and Self-certifications, as Applicable		
10.	No Deviation Certificate		
11.	Total Responsibility Certificate		
12.	Valid ISO certification		

6.2 Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

CEO, KSCL,
Kanpur, ,
Uttar Pradesh, India

Subject: Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Kanpur

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

Dear Sir,

With reference to your "**Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Kanpur"**, 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 KSCL 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 [] Crores and Tender fee of INR [ ] in the <<Account details>>.
c. We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge , 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 Submission of bid prescribed by KSCL 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 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 KSCL may cancel the bidding process at any time and that KSCL 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 _____, contact no. _____

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)

S No.	Particulars	Description
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.	GST No	
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. Valid Certificate of Incorporation (required for both bidder and consortium member)

C. Financial Turnover of last 3 years

The financial turnover of the company has to be provided as per the following table:

Annual Turnover details (certified)			
S No.	**FY- 2014- 2015**	**FY- 2015- 2016**	**FY- 2016- 2017**

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

6.4 Declaration of Non-Blacklisting *(To be provided on the Company letter head)*
Declaration for Lead Bidder:

To,

CEO, KSCL,

Harsh Nagar, Kanpur,

Uttar Pradesh, India
Place Date

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Kanpur

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:

6.5 Declaration for Consortium Member:

(To be provided on the Company letter head)

{Place}

{Date}

To

, **CEO**, KSCL,

_____,

Kanpur,

Uttar Pradesh, India

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Kanpur

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:

6.6 No Deviation Certificate

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

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.7 Total Responsibility Certificate

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

(Authorised Signatory)

Signature:
Name:
Designation:
Address:
Seal:
Date:

6.8 Self-certificate for Project execution experience (In Bidding Entity'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 no. 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 ***(N.B Only relevant activities as sought in the Criteria to be included)***	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	

(Authorised Signatory) Signature:

Name: Designation:

Bidding entity's name Address:

Seal and Date:

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

7.1 Technical Bid Check-List

Sl #	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,

CEO, KSCL,

_____

Harsh Nagar, Kanpur,
Uttar Pradesh, India

Subject: Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Kanpur

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 Master System Integrator for Implementation of Integrated Smart Solution at Kanpur"** 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 KSCL, Government of UP 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 5 (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 KSCL.

Thanking you,

Yours

sincerely,
(Signature of the Lead
Bidder) Printed Name
Designation
Seal
Date
:
Plac
e:
Business Address:

7.3 Credential Summary

Sl #	Project Name	Client Name	Client Type	Project Value (in INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							

- 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)	
Date of Start	
Date of Completion	
Activities undertaken by prime bidder or consortium member	

N.B - 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.

Sl. No.	Item
1.	**Understanding of requirement and Implementation approach** • Understanding of requirements • Work Plan & its adequacy
2.	**Robustness and quality** • 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** • Deployment strategy of Manpower • Contingency management • Mobilization of existing resources and additional resources as required • Training and handholding strategy

7.5.2 Project Plan

Within 15 calendar days of Effective Date of the contract/ Issuance of LoI, MSI shall submit to the designated authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the works. The Plan so submitted by MSI shall conform to the requirements and timelines specified in the Contract. The designated authority and MSI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which MSI intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval

by the designated authority's Representative of the Project Plan shall not relieve MSI of any of his duties or responsibilities under the Contract.

If MSI's work plans necessitate a disruption/ shutdown in designated authority's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of MSI to develop/adhere such a work plan shall be to his account.

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

Activity-wise Timelines											
Sl. No.	**Item of Activity**	**Month wise Program**									
		1	2	3	4	5	6	7	8	9	10
1	Project Plan										
1.1	Activity 1										
1.2	Sub-Activity 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)

Manpower distribution								
S. No.	**Name**	**Role**	**Month wise time to be spent by each personnel (in days) Total**					
			Month 1	Month 2	Month 3	…	…	Month 12
1		**Project Manager**						
2		**DC/ DR- Cloud expert**						
3		**Command Center Design Expert**						
4		**GIS Expert**						
5		**Solution Architect**						

6		**ITMS Expert**						
7		**Software Management Expert**						
8		**IT/ ICT Infrastructure Expert**						
9		**Database Architect**						
10		**IT/ Cyber Security Expert**						

7.6 Curriculum Vitae (CV) of Team Members

Name:					
1.	**Proposed position or role**	(*only one candidate shall be nominated for each position)*			
2.	**Date of Birth**		**Nationality**		
3.	**Education**	**Qualification**	**Name of School or College or University**	**Degree Obtained**	**Year of Passing**
4.	**Years of Experience**				
5.	**Areas of Expertise and no. of years of experience in this area**	*(as required for the Profile)*			
6.	**Certifications and Training attended**				
7.	**Employment Record**	**Employer**	**Position**	**From**	**To**

		[Starting with present position and last 2 firms, list in reverse order, giving for each employment: *dates of employment, name of employing organization, positions held.]*			
8.	**Detailed Tasks Assigned**	*(List all tasks to be performed under this project*)			

7.7 Relevant Work Undertaken that best illustrates the experience as required for the Role

Project 1	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	
Project 2	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	

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. .

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; it can only be upgraded at the time of actual deployment/installation.

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

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 KSCL 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

' **CEO**, KSCL,
Harsh Nagar, Kanpur,
Uttar Pradesh

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 6 months from the date of bid submission and the support for such offered product/s will be available for minimum of 5 years from the date of award of contract.

Thanking you,

Yours

faithfully,

(Signature)

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

Authorised

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 Kanpur Smart City Solutions** in **Kanpur**, Kanpur against the RFP issued by KSCL, 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
:
Plac
e:
Business Address:

8. Annexure 4 – Formats for Submission of the Commercial Bid

8.1. Total Price Summary

Sl #	Head	Amount (in Rs.)	Amount (in words)
1.	**Total CAPEX price** (Inclusive of all taxes, levies, duties, etc. as applicable)		
2.	**Total OPEX price** (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 Price component for CAPEX:

The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality as per the following template:

Sr No	Line Item (Component wise)	Unit of Measurement	Quantity Proposed	Unit base price	All taxes, duties (applicable) in Rs (Per Unit)	Total Price including All taxes, duties (applicable) in Rs (Per Unit)
1	2	3	4	5	6	7=(4x5)+6
	Items should be picked primarily as specified in BoM, or, MSI proposed solution.					

Total CAPEX Price including all taxes (in words) - _____

N.B – Bidder must ensure that all the line items are covered as specified in BOM and all required fields in the Commercial bid format are duly filled and calculated appropriately. All amounts to be quoted in INR.

table below towards the end that may be required to fulfill the RFP and project requirements in totality.

Sl. #	Components	Year 1 (in INR)	Year 2 (in INR)	Year 3 (in INR)	Year 4 (in INR)	Year 5 (in INR)	Total (Incl. of all taxes)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
14	**Total OPEX price**						

Total OPEX Price incl all taxes (in words) - _____

9 Annexure 5 (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 KSCL (hereinafter called "the KSCL")

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)

10. Annexure 5 (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 <<KSCL>> .

Know all Men by these presents that we <<… >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << KSCL >> (hereinafter called "the KSCL") 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 KSCL, 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 KSCL 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 KSCL up to the above amount upon receipt of its first written demand, without the KSCL having to substantiate its demand, provided that in its demand the KSCL 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.

NOTHWITHSTANDING 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:

11. Annexure 6 – 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 Kanpur Smart City Solutions** " (hereinafter called the said 'RFP') to the "KSCL", hereinafter referred to as 'KSCL'

and,

WHEREAS, the Bidder is aware and confirms that the KSCL'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 KSCL 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 KSCL,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the KSCL's grant to the Bidder of specific access to KSCL'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 KSCL 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 KSCL.

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 KSCL;
   e. is released from confidentiality with the written consent of the KSCL.

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 KSCL 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 KSCL 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 KSCL or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the KSCL while on or off premises of the KSCL. It is understood that it would be impractical for the KSCL 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 unauthorised 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 KSCL, the Bidder shall promptly deliver to the KSCL 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 KSCL. 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 KSCL, the Bidder shall promptly deliver to the KSCL 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 KSCL. Without prejudice to the above the Bidder shall promptly certify to the KSCL, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the KSCL 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 KSCL to enable the KSCL 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 KSCL. 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 :

12. Annexure 7 - 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 Kanpur Smart City Limited (KSCL) (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 KSCL, Kanpur, UP has issued a Request for Proposal dated [*Date*] (RFP) from the Applicants interested in **Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Kanpur:**

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

As MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND

DECLARED AS FOLLOWS:

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

   a. Submit a response jointly to Bid for the "**Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Kanpur"** as a Consortium.
   b. Sign Contract in case of award.
   c. Provide and perform the supplies and services, which would be ordered by the KSCL pursuant to the Contract.

ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely

towards the KSCL for "**Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Kanpur"** for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

iii. The Lead Bidder shall be solely and severally responsible and bound towards the KSCL for the performance of the works in accordance with the terms and conditions of the BID document, and Contract. The consortium members, if any will support the lead bidder in successful implementation of the objectives.

iv. ---------- (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:

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

b. To lead the contract negotiations of the work package with the KSCL.

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

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

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

vi. 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: _____

vii. 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.

viii. That this MoU shall be governed in accordance with the laws of India and courts in Kanpur 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:

i. _____

ii. _____

13 Annexure 8 - 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:

a. *To be executed by all the members individually.*

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

14 Annexure 9 - 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 KSCL 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.

_____