Volume 1: Instruction to Bidders





Important Dates

Sr. No.	Activity	Deadline
1	Release of RFP	27.03.2018
2	Last date for seeking clarifications on RFP	20.04.2018
3	Pre-bid Meeting date	23.04.2018
4	Hosting clarifications/amendments to RFP if any	10.05.2018
5	Last date for submission of Bids	26.05.2018
6	Date of opening of Technical bids	28.05.2018
7	Date of opening of Commercial bids	To be notified later

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1. Introduction

1.1 Background/Objective

The Ministry of Urban Development (MoUD), Government of India (GoI) has rolled out Smart City Mission (SCM). Karnataka Urban Infrastructure Development & Finance Corporation Limited (KUIDFC) is the State Level Nodal Agency (SLNA) for the Smart Cities Mission in Karnataka. Mangaluru is one of the ULBs selected under the 2nd Round Competition of SCM based on the Smart City Plan (SCP) submitted by the City through GoK. Objective of the Smart Cities Mission is to promote Cities that provide core infrastructure, give a decent quality of life to their citizens and apply smart solutions to improve services and infrastructure. The Mangaluru Smart City Limited (MSCL) is the Special Purpose Vehicle (SPV) that has been created for the implementation of the Smart City Mission at the City level. The SPV will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects.

1.2 Need for Present Assignment & Brief Scope of Work

The MSCL, has identified certain Smart ICT interventions required to make the city progressive and facilitate its residents. The broad functional & Technical requirements have been identified and have been provided under Volume 2 of the RFP. It is now proposed to appoint a Master System Integrator (MSI)/System Integrator (SI) to implement the said ICT interventions, but not limited to:

- 1. Integrate and View
 - A. Water, Waste Water & Energy SCADA
 - B. Smart Meters (Water and Energy)
 - C. CCC Platform
 - D. System Health Monitoring
 - i. IoT Health Monitoring
 - E. GIS Integration
 - F. Environmental Sensor (Air Quality Monitoring)
 - G. ICT based Solid Waste Management
 - H. City Surveillance
 - I. Video Analytics
 - J. eGovernance Application Interface (One Touch Mangaluru)
 - i. KMDS Managed Applications;
 - ii. State Government Services;
 - iii. MCC: Asset Management;
 - iv. MCC: Projects / Works Tracking & Monitoring;
 - v. And others, as and when requirements are identified
 - K. Smart Poles
 - L. CCC Platform
 - M. Unified Messaging System (VMD + PA Systems)
- 2. Implement, Command and Control
 - A. Intelligent Transport Management System
 - i. Vehicle Tracking System

- B. ICT and Disaster Management (Emergency Response)
- C. Smart Parking
- D. Intelligent Street Lighting
- E. One Touch Mangaluru Portal and Apps
- F. Help Desk (CRM)

After establishing the above said solutions, the bidder is expected to Operate and Maintain the said ICT interventions for a period of 5 years.

1.3 RFP Format

The intent of this RFP is to invite bids from the eligible Bidders for implementation of Mangaluru Smart City Command and Control Centre (scope of work) for the Authority.

The Request for Proposal (RFP) consists of three volumes viz.

1. RFP Volume 1: Instruction to Bidders

Volume 1 details the instructions with respect to the bid process management, technical evaluation framework, and the technical & commercial forms.

2. 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, timelines and payment schedule.

3. RFP Volume 3: Master Service Agreement

Volume 3 contains the contractual, legal terms & conditions applicable for the proposed engagement.

1.4 Fact sheet

Sl. No.	Item	Description
1	Method of Selection	The method of selection shall be on Least Cost Selection (L1) basis. The Contract will be awarded to the bidder quoting the lowest price post technical qualification. The minimum qualifying mark for passing Technical Evaluation stage would be 80 marks. Grand Total Price (Capex Price + Opex Price with NPV) exclusive of applicable taxes, levies etc. shall be considered for arriving at L1 price.
2	Availability of RFP Documents	Download from <u>www.eproc.karnataka.gov.in</u>
3	Date of RFP Issuance	27.03.2018
4	Tender Processing Fee (Non- refundable and Not- Exempted)	INR 7,500
5	Bid Security/Earnest Money Deposit (EMD)	INR 1,00,000.00 through eProcurement portal and INR 38,00,000.00 by Bank Guarantee (as per format attached in Annexure 7(b))
6	Last date and time for Submission of Pre-bid Queries	20.04.2018; 17:30
7	Pre-Bid Conference time, date & Venue	23.04.2018 ; 11:00 Mangaluru Smart City Limited Mangaluru - 575003
8	Posting of responses to queries (on website)	www.eproc.karnataka.gov.in
9	Last Date and time for Bid/Bid submission (On or before)	26.05.2018,15:30
10	Date, time for Opening of Pre-Qualification and Technical Bids	28.05.2018, 16:00
11	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of bid.
12	Currency	Currency in which the bidders may quote the price and will receive payment is in Indian Rupees only.
13	Tender Inviting Authority	Mangaluru Smart City Limited
14	Name and Address for Correspondence/ Site Visit	Mangaluru Smart City Limited, Lalbagh, Mangaluru- 575003.

1.5 Definitions/Acronyms

SL#	Term/Acronyms	Description	
1	AAA	Authentication, authorization, and accounting	
2	ANPR	Automated Number Plate Recognition	
3	AP	Access Point	
4	AVTS	Automated Vehicle Tracking System	
5	Bid	Offer by the Bidder to fulfill the requirement of the Authority for an agreed price. It shall be a comprehensive technical and commercial agreed price. It shall be a comprehensive technical and commercial response to the RFP	
6	ВОМ	Bill of Material	
7	CCC	Command and Control Centre	
8	CCTV	Closed Circuit Television	
9	Consortium	A consortium consists of multiple members (not more than Three parties - Lead Bidder + 2 Consortium members) entering into a Consortium Agreement for a common objective of satisfying the Authority requirements & represented by a lead member of the consortium, designated as a "Lead Bidder". Also, the responsibility for successful execution of the entire project will be that of the defined Lead bidder. The consortium members should have relevant experience of executing similar roles and responsibilities in past as stated in the MoU in Annexure 9. Parent company existence of Bidder/ Lead bidder would be considered for only 100% subsidiary/ division/ sub division/ branch business unit. For the purpose of technical evaluation, net worth and turnover of only the bidding entity will be considered. Net worth and turnover of any parent, subsidiary, associate or other related entity will not be considered.	
10	СОР	Common Operating Platform	
11	DBA	Database Administrator	
12	DC	Data Centre	
13	DCP	Deputy Commissioner of Police	
14	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	

SL#	Term/Acronyms	Description	
		migration related), inter alia payment and/or process related etc., source code and all its modifications.	
15	DIT	Directorate of Information Technology	
16	DNS	Domain Name Server	
17	DR	Disaster Recovery	
18	Effective Date	The date on which the Contract Agreement for this RFP comes into effect	
19	EMD	Earnest Money Deposit	
20	EMS	Enterprise Management System	
21	ЕТА	Estimated Time of Arrival	
22	ETD	Estimated Time of Departure	
23	e-Procurement portal	Electronic Tendering System of the Authority	
24	FRS	Functional Requirement Specifications	
25	GI Pipes	Galvanized iron Pipes	
26	GIS	Geographical Information System	
27	GoK	Government of Karnataka	
28	GPRS	General Packet Radio Service	
29	GPS	Global Positioning System	
30	GSM	Global Systems for Mobile Communications	
31	GUI	Graphical User Interface	
32	HDPE	High-Density Polyethylene	
33	НО	Head Office	
34	ICT	Information and Communication Technology	
35	IDS	Intrusion Detection System	
36	IOE	Internet of Everything	
37	IP	Internet Protocol	
38	IPS	Intrusion Prevention System	
39	ITIL	Information Technology Infrastructure Library	
40	LAN	Local Area Network	
41	LED	Light Emitting Diode	
42	LOI/LOA	Letter of Intent/Letter of Award	
43	MoU	Memorandum of Understanding	
44	MTBF	Mean Time Between Failures	

SL#	Term/Acronyms	Description	
45	MTTR	Mean Time to Repair	
46	MUX	Multiplexer	
47	NFC	Near Field Communication	
48	NIC	National Informatics Centre	
49	Corporation	Mangaluru Municipal Corporation	
50	Non-Compliance	means failure/refusal to comply the terms and conditions of the tender	
51	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.	
52	O&M	Operations & Maintenance	
53	OEM	Original Equipment Manufacturer	
54	OFC	Optical Fibre Cable	
55	OGC	Open Geospatial Consortium	
56	OS	Operating Systems	
57	ОТР	One Time Password	
58	PA System	Public Address System	
59	PDU's	Power Distribution Units	
60	PIS	Passenger Information System	
61	РоЕ	Power over Ethernet	
62	PoP	Points of Presence	
63	PTZ	Pan Tilt Zoom	
64	QR Code	Quick Response Code	
65	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, GoM their nominated agencies are required to make available to Bidder pursuant to this Agreement.	
66	RF	Radio Frequency	
67	RFID	Radio Frequency Identification	
68	RFP	Request for Proposal	
69	RLVD	Red Light Violation Detection	
70	RoW	Right of Way	

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

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 Authority'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 Authority based on this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of Preferred Bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
- d. Bids shall be received by the Authority on the e-Procurement portal www.eproc.karnataka.gov.in only, before the time and date specified in the schedule of the tender notice. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- e. Bid received through any other mode of communication except through e-procurement portal (Print-out, Telex, cable or facsimile offers) shall be rejected.

2.2 Eligible Bidders

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

The Bidder shall be either a Single Entity or a Consortium of companies/ corporations as described below.

a. Sole Bidder

The Sole Bidder must be an entity which has the capabilities to deliver the entire scope as mentioned in the RFP. Under this sole bidding, the Bidder is not allowed to submit another bid through other consortium ways for the same RFP.

b. Consortium of Firms

Bids can be submitted by a consortium of firms. A consortium **shall not consist of more than three (3) parties (including the Lead Bidder**). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder shall be responsible for entire delivery of products, solutions, services, service delivery and meeting all the Terms & Conditions of this RFP (Volume 1 to 3). The Lead Bidder shall 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 Authority. The consortium agreement shall be submitted to this effect clear mentioning the scope of each partner on the stamp paper by the successful bidder.

The Sole or Lead Bidder will be responsible for:

- i. Design, supply, installation and commissioning of all products and services submitted in their Bid and as part of the Contract.
- ii. Responsible for the functioning of the proposed solution in totality to meet the Authority requirements outlined in the RFP.
- iii. The management of all Consortium Members who are part of the Bid if any, and

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

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

Internal arrangement between the Consortium Members is left to the Bidders. It is the responsibility of the Lead Bidder to ensure that the Consortium Members in the bid are compliant to all the clauses as mentioned in the bid, failing which leads to disqualification.

For the purpose of Bid submission of this RFP,

- a) The entity submitting the Bid as a Lead Bidder cannot be a Consortium partner of any other Bidder.
- b) The Consortium partners cannot be Sole Bidder/Lead Bidder with another Bidder in a separate Bid submitted against this RfP. Whereas any of the firm which is not the Lead Bidder in this RFP can be a partner in any number of bids submitted against this RFP.
- c) The Sole Bidder cannot be a Lead Bidder or Consortium partner of any other Bidder.

Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project.

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 Information to the Bidders

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If Bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth thereof and submit them to Authority 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 Authority.

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 Authority as per the submission mode and timelines mentioned in the Fact Sheet. The prebid queries should be submitted in excel sheet format only, along with name and details of the organization submitting the queries.

Authority 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 Authority.

Bidders must submit their queries as per the format mentioned in Section 5 - Annexure 1 to e-mail: **smartcitymangaluru@gmail.com** only to the authority.

2.6.2. Responses to Pre-Bid Queries and Issue of Corrigendum

Authority will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. Authority shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the due date and time of submission of queries.

Pre-bid meeting will be held on the date and venue indicated in Section 1.4 of the RFP Volume 1.

Authority shall endeavor to provide timely response to all queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. Authority 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 because of the Pre-Bid Conference, shall be made by Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated to this RFP. However, in case of any such amendment, the Bid submission date may be extended at the discretion of Authority.

Any corrigendum/notification issued by Authority, after issue of RFP, shall only be available/hosted on the Karnataka e-Procurement Portal. Any such corrigendum shall be deemed to be incorporated into this RFP.

2.7 RFP Document Fee

RFP can be downloaded from the Karnataka e-Procurement Portal (https://eproc.karnataka.gov.in/eprocportal/pages/index.jsp).

Tender Processing Fee of Rs. 7500/- shall be paid online through e-Procurement portal. The tender fee shall be non-refundable.

Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and bid shall be rejected.

2.8 Earnest Money Deposit (EMD)

INR 1,00,000.00 through eProcurement portal and INR 38,00,000.00 by Bank Guarantee (as per format attached in Annexure 7(b)). The EMD shall be from a Nationalized Bank/ Scheduled bank payable on demand at any of the bank branch at the Mangaluru. No exemption for submitting the EMD will be given to any agency. EMD/Bid security in any other form will not be entertained. The EMD shall be valid for a period of 225 days and extendable upon request by the Authority, from the date of last date of submission of bid.

The Bidders shall upload the Bank Guarantee in the e-portal along with the Technical Bid documents. However, the original Bank Guarantee shall be submitted by the Bidder to the Authority on or before the time & date fixed for opening of the Technical Bids. Failure to do so, the Bid will be treated as non-responsive and will be rejected.

For **Unsuccessful Bidders:** The Bid Security of all Unsuccessful Bidders would be returned without interest, after submission of Performance Bank Guarantee / Additional bank guarantee 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 / additional bank guarantee by the Successful Bidder.

In case, Bid is submitted without the Bid Security then the Bid shall be treated as Non-Responsive and Bid shall be rejected.

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

a. If the Bidder withdraws its Bid during the period of Bid Validity.

In case of a Successful Bidder, if the Bidder fails to submit the Performance Bank Guarantee and/or sign the Contract in accordance with this RFP.

2.9 Bid Validity Period

Bid shall remain valid for the time period of 180 days from the last date of submission of the Bids, extendable upon request by Authority.. On completion of the Validity Period, unless the Bidder withdraws his Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his Bid.

2.10 Contents of Bid

The three cover system shall be followed. Pre –Qualification (PQ), Technical and Commercial Offers shall be uploaded separately through the e - Procurement portal.

Document Set	Name of the Document	Content	
One	RFP Document Fee, Bid Security/ Earnest Money Deposit (EMD) and Pre- Qualification Bid	 a. RFP Document Fee Receipt b. Earnest Money Deposit (EMD) c. Pre-Qualification bid as per Section 6: Formats for submission of the Pre- Qualification Bid along with the required supporting documents. d. No deviation certificate as per Section 6.5 e. Total Responsibility declaration as per Section 6.6 f. Any other documents / certificates as mentioned in the annexure and Section 6. 	
Two	Technical Bid	 a. Technical Bid as per Section 7: Formats for submission of the Technical Bid along with the required supporting documents b. Response to Functional Requirement Specification (FRS) and Technical Requirement Specifications(TRS) c. Presentation to the Committee appointed by the Authority 	
Three	Commercial Bid	Commercial Bid as per Section 8	

- a. The prequalification and Technical Proposal *shall not include any financial proposal*. Bid will be treated Technically Non Responsive if technical proposal includes any Financial Proposal details.
- b. Failure to submit the bid before the submission deadline as specified in the Fact Sheet would cause a bid to be rejected.
- c. Authority will not accept delivery of bid by fax, e-mail or in-person.

2.11 Bid Formats

Bidder shall prepare compliance documents against each of the serial numbers of the Pre-Qualification Bid format given below in pdf format as per the nomenclature given in the column "Doc Ref" and these pdf documents shall be uploaded in the e-procurement portal as part of Pre-Qualification Bid.

2.11.1. Pre-Qualification Bid Format

Sl. No.	Section Heading	Details	Doc Ref
1	Pre-Qualification checklist	As per format provided in section 6.1	QP-1
2	Pre-Qualification Bid Covering Letter	As perform at provided in section 6.2	QP-2
3	Consortium Agreement	As perform at provided in Annexure 9 of this document.	QP-3
4	Company Profile (about the Sole Bidder / Lead Bidder & Consortium Members)	As per format provided in section 6.3 of this document.	QP-4

Sl. No.	Section Heading Details		Doc Ref	
5 ₋	Power of Attorney	Documentary evidence as per format provided in Annexure 10 and 11	QP-5	
6	Project Experience	Citation details of projects as per format QP-6		
7	No Deviation Certificate	Deviation Certificate As per format provided in section 6.5		
8	Total responsibility Certificate As per format provided in section in 6.6		QP-8	

2.11.2. Technical Bid Format

Bidder shall prepare compliance documents against each of the serial numbers of the Technical Bid format given below in pdf format as per the nomenclature given in the column "Doc Ref" and these pdf documents shall be uploaded in the e-procurement portal as part of Technical Bid.

Sl. No.	Section Heading Details		Doc Ref
1	Technical Bid Checklist	As per format provided in section 7.1	TB-1
2	Technical Bid Covering Letter	As per format provided in Section 7.2	TB-2
3	Compliance to Functional & FRS and TRS Compliance Document as stated in Vol-2 of RFP, as per the format in section 7.8		TB-3
4	Compliance to Proposed Bill of Materials (BoM)	As per format provided in Section 7.9	TB-4
5	Project/credential summary	As per format provided in Section 7.3	TB-5
6	Bidder's Experience	Project citation as per format provided in section 7.4 and supporting documentary evidences and Self- certifications as per format in section 6.7 as applicable	
7	 Structure of the proposed Solution as per the format provided in Section 7.5.1 Project plan as per format provided in Section7.5.2 Man power Plan as per format provided in section 7.5.3 I & II Summary of resources as per format provided in Section7.6 CV of resources as per format provided in Section 7.7 		ТВ-7
8	Manufacturers'/Producers' Authorization Form As per format provided in section 7.10		TB-8
9	Anti-Collusion Certificate	lusion Certificate As per format provided in section 7.11	
10	Non-disclosure agreement	As per format provided in section 11 (Annexure 8)	
11	Details of additional components mentioned as others in the BoQ	Δc nor format enocition in Noction / 1/	
12	Tax Form	As per the format specified in the Section 7.13	

2.11.3. Commercial Bid Format

The Bidder must submit the Commercial Bid as detailed in Section 8.

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 shall be provided (duly attested by the authorized entity) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.13 Authentication of Bids

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the bid. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign as indicated in Section 13 & 14.

2.14 Amendment of Request for Proposal

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

It shall be the responsibility of the prospective bidder(s) to check the e-Procurement Portal from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Authority shall not be responsible.

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

2.15 Bid Price

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

Prices quoted by the Bidder for line item rates shall remain firm during the entire contract period and not subject to price variation on any account.

In the e-procurement portal, the bidder shall enter the unit price of the line item, exclusive of all taxes. However, for Authority's understanding, the bidder shall give the required details of the tax component as per Section 7.13, considered for each line item / additional line items in Section 7.12. *Tax percentage shall not be considered for financial evaluation*.

Commercial bids shall be submitted as per the e-procurement portal.

2.16 Deviations and Exclusions

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

2.17 Total Responsibility

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

2.18 Late Bids

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

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

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

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

2.19 Right to Terminate the Process

Authority reserves the right to terminate the RFP process at any time and without assigning any reason. Authority 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 Authority.

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 requirements of the solution.

2.21 Acceptance / Rejection of Bids

- (a) Authority reserves the right to reject in full or part, any or all Bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.
- (b) Bid should be free of overwriting. 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, Authority reserves the right to reject the Bid and forfeit the EMD.

2.22 Confidentiality

All the material /information shared with the Bidder during this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated

as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful Lead bidder and Consortium members who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA) as per the format mentioned in **Section 11**.

2.23 Disqualification

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

- a. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices
- b. The Bidder's Bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite 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. Commercial 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 / same consortium submits multiple bids or if common interests are found in two or more Bidders with reference to Section 2.2 (b), the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.
- i. Bids without EMD will be disqualified.

2.24 Key Personnel

Authority 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 Criteria"). 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 Authority's prior written consent would be mandatory.

2.24.2. Evaluations

Bidder shall carryout 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 Authority of the date of each evaluation of each member of the Key Personnel. Authority shall been titled to provide inputs to the bidder for each such evaluation. Bidder shall promptly provide the results of each evaluation to Authority, subject to Applicable Law.

2.24.3. Replacement

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

Bidder shall ensure that key personnel role is not vacant at any point in time during the contract period.

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

- a. a resume, curriculum vitae and any other information about the candidate; 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 Authority 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. Authority 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.

2.24.4. High Attrition

If in the first 6 months period from the Contract effective date and in any rolling 12 months period during the term of contract, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the services for any reason other than with Authority's prior written consent, Bidder shall:

- a. provide Authority with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by bidder with any departing member of the Key Personnel; and
- b. if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.
- c. For any replacement of key personnel penalty will be levied as given in Volume III Section 12.5.

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, Authority 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, Authority 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 Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- b. Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOI or the Agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority 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 Authority 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) same 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 Authority 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 Authority 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, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

- b. Authority requires that the bidder provides solutions which at all times hold Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.
- c. Government of Karnataka (GoK) expects Bidders to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- d. Bidders or any of their affiliates / key personnel shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the bidder.

2.27 Sub-Contracting

Sub-contracting shall be allowed only to following works.

a. All Site Preparation and Civil Work Related to CCC including Cabling and Fixture work Sub-contracting shall be allowed only to non-IT infrastructure works. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder or sole bidder. The lead bidder or sole bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project.

2.28 Eligible Goods and Services, and OEM Criteria

- a. For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, and testing, commissioning, training, and initial maintenance.
- b. The Bidder shall quote specific make and model of OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- c. The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 5 years as on the date of release of the RFP.

- d. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- e. The OEM for all active components should give a declaration that products or technology quoted/proposed shall not reach end of- sale, end-of-life for a minimum of 5 Years from the date of Last Date of Bid Submission and end of support for minimum of 5 years from the date of Go-Live.
- f. Bidder must quote products in accordance with above clause "Eligible goods and related services".
- j. The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- k. Each of the proposed OEMs should either have existing capability and infrastructure to provide 24x7x365 technical support in India, or should provide an undertaking that they would establish the requisite infrastructure and capability to provide 24x7x365 technical support, on emerging a winner in this bidding process.

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

2.29 Right to Vary Quantity

- a. At the time of award of contract and post award of work, the quantity of goods, works or services originally specified in the bidding documents may be increased to max 25% of the present quantity. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents. In the event, either the goods, works or services for which variation is sought for, then the same shall be done through Change Request Note (CRN). The CRN will be evaluated by a Third Party Committee formed by the Authority and the decision of the Committee will be final on the scope and rate. In case of decrease in quantity, it will be limited to max of 25% reduction of contract value only.
- b. If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

2.30 Withdrawal, Substitution, and Modification of Bids

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

2.31 Site Visit

a. The Bidder may wish to visit the site 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.

- b. The Authority will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Authority adequate notice of a proposed visit of at least seven (7) days. Failure of a Bidder to make a site visit will not be a cause for its disqualification
- c. No Site visits shall be arranged or scheduled after the deadline for the submission of the bids and prior of the award of Contract.

3. Selection Process for Bidder

3.1 Opening of Bids

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

There will be two (2) bid-opening events

a. STAGE 1 (Pre-Qualification Bid and Technical Bid)

b. STAGE 2 (Commercial bid)

The venue, date and time for opening the Pre-qualification and Technical Bid are mentioned in the Fact sheet.

The date and time for opening of Technical & Commercial bid would be communicated to the qualified bidders.

The Technical Bids will be evaluated only for those bidders who meet the Pre-qualification criteria.

The Commercial Bids will be opened only for those Bidders who are declared as technically qualified.

The date and time for opening of Commercial bid shall be communicated to the qualified bidders.

3.2 Preliminary Examination of Bids

Authority 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 Authority 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:

- Not submitted in format as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in the RFP
- With lesser validity period
- EMD not submitted
- If the bidder gives wrong information in the Bid.

- Canvassing in any form in connection with the Bid.
- Bids submitted after due date and time
- Bids submitted by Telex/Telegram/Fax/e-mail
- Erasure and/or over writing is/are Not permissible
- Bids not submitted by authorized signatory

3.3 Clarification on Bids

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

3.4 Evaluation Process

Authority shall constitute a Committee to evaluate the responses of the bidders. The 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 Authority in the evaluation of bids shall be final and binding on all the bidders. No correspondence will be entertained outside the process of evaluation with the Authority. The Authority may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The Authority 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 (A): Pre-Qualification

- a. Authority 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, Authority shall open the "Pre-Qualification Bid". Each of the Pre-Qualification Criteria mentioned in Section 3.5 is MANDATORY. In case, the Bids does not meet any one of the conditions, the bids shall be treated as non-responsive and will not be considered for further evaluation.
- c. Bids of only those bidders who qualify in Pre-Qualification Stage shall be considered for further evaluation i.e Stage-1 (B): Technical Evaluation.

3.4.2. Stage 1 (B): Technical Evaluation

- a. "Technical bids" will be evaluated only for the bidders who have succeeded in Stage 1.
- b. The Committee appointed by the Authority will review the technical bids to determine whether the technical bids are responsive. Bids that are not responsive are liable to be disqualified at Authority'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. The bidder shall make the presentation to the Committee appointed by the Authority to supplement their bids which include the following:
 - Approach & Methodology including Project Experience in "Smart City Related Domains and Related Projects"
 - Proposed Solutions
 - Manpower Technical Resources
 - Proof of Concept of proposed solution

The Authority envisages to have proof of concept / technical demonstration to evaluate the technology & system performance for getting city business outcome;

During the Demonstration/Proof-of-Concept (PoC) at technical evaluation stage, the Evaluation Committee will give special attention to verify the quality, robustness and appropriateness of the proposed Solutions/Equipment. If any brand / products are found un-suitable, Bidder may get disqualified or may be asked to replace the product with better products, meeting the tender requirements, without any change in commercial bid. Bidder may demonstrate local setup or existing deployments over network/cloud.

The Authority will notify the date and venue for conducting such proof of concept / technical demonstration to the prospective bidders.

Each Technical Bid will be assigned a technical score out of a maximum of 100 Points.

Only those bids who get an Overall Technical score of 80 or more of the Technical Evaluation Framework as given in Section 3.6 shall be considered technically qualified. Bids which scores less than 80 points, shall be treated as Technically Disqualified bids and their commercial bids will not be opened.

3.4.3. Stage 2: Commercial Evaluation

- a. All the technically qualified bidders will be notified to participate in the Commercial Bid opening process.
- b. The commercial bids of only those bidders which have qualified in stage-2 (Technical Evaluation) 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 Authority's discretion.
- c. Bid prices are to be provided as per the format provided in the e-procurement portal.
- d. Since the payments to the SI shall be made over several years, the Net Present Value (NPV) method will be used for evaluation of the Commercial bids, so as to bring all bidders to a common denomination for determination of lowest bidder. The Bidder shall quote their O&M rates as per their own assessment. However, the Authority will calculate the NPV of the quoted amount as per the formula below for the purpose of evaluation. The Net Present Value of a contract is equal to the sum of the present values of all the cash flows associated with it. The formula for calculating NPV of a Commercial bid is illustrated below:

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P = C + [(O_1) / (1+r)] + [(O_2) / (1+r)^{2}] + [(O_3) / (1+r)^{3}] + [(O_4) / (1+r)^{4}] + [(O_5) / (1+r)^{5}] Where: P= Final Price
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 $C = Total Capex Price, O_1 = Opex Price for Year 1$

 O_2 = Opex Price for Year 2, O_3 = Opex Price for Year 3,

 O_4 = Opex Price for Year 4, O_5 = Opex Price for Year 5

r = Rate of Interest / Discounting Rate (Assume 10%)

- e. Bidder shall provide breakup of all Taxes (in percentage) considered by him, as per the Section 7.13. However, the Authority shall consider Grand Total Price (Capex Price+ Opex Price with NPV) exclusive of applicable taxes, for evaluation purpose and arriving at L1 price. In case of tie in prices, the Bidder who has scored highest technical score among the ties shall be considered as L1.
- f. The Bid quoted by the L1 Bidder will be considered for awarding the contract.

3.5 Pre-Qualification Criteria as per Stage 1(A)

No	Pre-Qualification Criteria	Documentary Evidence
1	The Sole Bidder or the Lead Bidder of Consortium must be registered company in India and should be in the business & have been operational at least for last 5 years as on date of bid submission.	 Copy of Certificate of Incorporation / Registration under companies Act, 1956/2013 and its subsequent amendments. Memorandum and Articles of Association GST registration certificate Copy of purchase orders showing at least 5 years of operations OR Certified true copy of relevant extracts of balance sheet and PL statements for last 5 years. For Consortium members Copy of Certificate of Incorporation / Registration under companies Act, 1956/2013 and its subsequent amendments. GST registration certificate PAN Consortium agreement/MoU clearly stating the roles and responsibilities and scope of works of each member/ partner company.
2.	The Sole Bidder/ Lead Bidder should have an average annual turnover of INR 100 Crore from the operations which includes at least any one activities from the list "IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ City Surveillance/ ICT based utility management/ Transport management/ Command & Control Center Implementation/ Network operating center (NOC)" in over last 3 audited financial years from the date of NIT In case of a consortium, the Lead Bidder should have average annual turnover of at least 50% of the total turnover. The combined average annual turnover of the Lead Bidder and Consortium company/companies shall be minimum of Rs 100 Crores.	 Audited statement for last 3 financial years of the sole bidder. Audited statement for last 3 financial years of lead bidder and its member companies. Certificate from the Chartered Accountant/ statutory auditor/ Company Secretary clearly specifying the annual turnover from the operations which includes at least any one activities from "IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC)" for the specified years. (Applicable to sole bidder or lead bidder) Certificate from the Chartered Accountant/ statutory auditor/ Company Secretary clearly specifying the annual turnover from the operations which includes at least one activity from "ICT Data Center, Application Development" for the specified years. (Applicable to consortium member companies)

No	Pre-Qualification Criteria	Documentary Evidence
3	The sole bidder or the consortium should have a positive net worth for the last 3 financial years from the date of NIT	 Audited and certified Balance Sheet and Profit/Loss Account of the last 3 financial year Certificate from the statutory auditor/ Company secretary clearly specifying the Net worth of the firm for the specified year to be provided.
4	As on date of the submission of the proposal, the sole bidder or the consortium should not be black listed or debarred by Central / State governments / PSU in India	Undertaking from the authorized signatory of the bidder (in case of Consortium, to be provided by each member) as per the format in Section 6.4
5	The Sole Bidder or lead bidder of the Consortium should possess relevant CMMi level 3 and or relevant ISO Certifications which are valid at the time of bidding	Copies of the relevant certifications.
6	The Sole Bidder or the Consortium should have experience in executing at least 2 nos. of ICT projects which includes any of the following areas during last 5 years as on bid submission date: Value of each project should be minimum of Rs. 5 Crores. • Smart Transport • ICT based SWM • Variable messaging system/public address system • E-Governance applications • Smart utilities like water/UGD • Surveillance • Emergency Response system • Smart Poles • Public WiFi • GIS At least one project out of the above projects in any of the above areas should have executed successfully in Government Sector/PSU.	Copies of work order, Client certificate indicating satisfactory completion of the Project and other relevant documents. Note: • The date of work order should be at least 6 months before the date of release of this RFP. • In case of ongoing projects, the project must have achieved 80% of the capex completion from financial & physical perspective. • In case the experience shown is that of bidder's parent / subsidiary/ sisters concern company, then the following additional documents are required. • Letter from Company Secretary of the bidder certifying that the entity whose experience shown is parent/subsidiary/sister concern company. • Share holding pattern of the bidding entity as per audit report.
7	The Sole bidder or the Consortium must have on its pay roll a team of 10 or more technically qualified professionals.	Self Certification from the bidder for the number of technically qualified professionals employed in the company with their qualification and skill set. (Applicable to sole bidder or lead bidder of consortium or its member company)

Notes:

- 1. For international projects, if the original client certificate and other documents are in language other than English, then a translated copy duly certified by authorized entity.
- 2. For projects where fee has been received in any currency other than Indian Rupees, then the foreign currency conversion rate available on Reserve Bank of India's portal as on the date of publication of the tender document shall be used for conversion of amount in foreign currency to

Indian Rupees equivalent.

- 3. Bidders are allowed to submit experience in terms of technical qualification of their holding (parent) company or subsidiary company or Sister Concern only.
 - a. A 'holding company', in relation to one or more other companies, means a company of which such companies are subsidiary companies; and
 - b. A 'subsidiary company' in relation to any other company (that is to say the holding company), means a company in which the holding company— (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own.
 - c. A 'sister concern' in relation to Bidder Company, means a company whose holding company is same as bidder's holding company and holding company (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own.
- 4. In case where the bidder is dependent upon the technical experience of the subsidiary company or the parent company or the sister concern, with a view to ensure commitment and involvement of the parent/ subsidiary/sister company for successful execution of the contract, the participating bidder should enclose (i) an Agreement (as per format enclosed at Annexure 10 of this Volume) between the bidder and its parent / subsidiary/Sister concern company for fulfilling the obligation and deployment of expert during implementation phase for the Track/Component for which the experience is being used and (ii) Guarantee (as per format enclosed at Annexure 11 of this Volume) from the parent/ subsidiary/sister concern company in favor of the Authority.

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.

Section No.	Evaluation Criteria	Total Points
A.	Bidders Experience and Organization strength	20
B.	B. Project Experience	
C.	Approach & Methodology & Solutions proposed and Proof of concept	30
D	D Proposed resources	
	100	

Important: Bidder who scores, the following, will be qualified in the technical evaluation stage and be eligible for commercial evaluation stage.

- o Minimum of 80 Points of the overall total technical score
- Minimum 50% of the maximum allotted marks in each section as given in the table above

Note:

• Authority, as part of due diligence reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

- Bidder to submit work order and end client work in-progress (minimum 80% Project completion) / completion certificate as a supporting documents for each Project.
- Project citations of only up to one level of sub-contracting will be considered for evaluation.

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

3.6.1. Technical Bid Criteria & Evaluation

#	Technical Evaluation Criteria	Technical Evaluation parameter		Supporting Documents required			
A. <i>E</i>	A. Bidders Experience & Organization Strength – 20 Marks						
A1	The Bidder (or any consortium member) should have demonstrable expertise and experience in executing large ICT projects during last seven years as on 31st march 2017.	The bidder (or any consortium member) should have experience in executing at least 2 nos. of large ICT projects during last 5 years as on bid submission date: Value of each project should be minimum of Rs. 40 Crores Cost of the Project Percentage More than INR 80 Crores 95 INR 56 Crores to 80 Crores 65 INR 40 Crores to 55 Crores 45 Additional 5 marks for projects executed in		Copies of Work orders, contract agreements, Client Certificate Indicating satisfactory completion of the project.			
A2	Company Profile: Bidder should have an average annual turnover of at least INR 100 crores in any of the 3 financial years (FY 2014- 15, 2015-16, 2016-17)	Annual turnover from IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC). In case of consortium, aggregated turnover of the consortium may be considered with 50% (minimum) of the lead bidder. Turnover >100 crores to <= 150 crores >150 crores to <= 200 crores 70 >200 Crores		Audited statement for last 3 financial years of the sole bidder. Audited statement for last 3 financial years of lead bidder and its member companies.			
A3	People in organization (Full time Employees – FTE in ICT projects) Submission of HR certificate stating the same	Number of FTE Percentage > 500 FTE 100 > 400 FTE to =< 500 FTE 90 > 300 FTE to =< 400 FTE 80 =< 300 FTE 70	3				

#	Technical Evaluation Criteria	Technical Evaluation parameter		Supporting Documents required
A4	The sole bidder or the lead bidder in a case of consortium, should possess CMMi Level certification	Profile CMMi Level 5 CMMi Level 3 CMMi Level 3	3	Copies of valid certificates in the name of sole bidder or the lead bidder in case of consortium.
	The sole bidder or the lead bidder in a case of consortium, should possess ISO certification	Profile Marks Allotted ISO 20000:2011 for IT Service Management or equivalent certification ISO 27001:2013 for Information Security Management System or equivalent certification	2	Copies of valid certificates in the name of sole bidder or the lead bidder in case of consortium.
B. <i>P</i>	roject Experience of L	Bidder – 30 Marks		
B1	Implementation or Integration of ICT Applications	The bidder should have demonstrable expertise and experience in implementation or integration of any 5 of the following smart features with the centralized system in the last 5 years 1. GIS 2. SWM 3. Intelligent Bus Transport System 4. Fibre NOC 5. CCTV Camera 6. Traffic Enforcement System / E-Challan 7. Public Free WiFi 8. Intelligent/Smart Poles 9. Disaster Management / Emergency Response Each such project is considered as one unit Number of units		Copies of Work orders, contract agreements, Client Certificate Indicating satisfactory completion of the project.
B2	Design, Build and Maintain of Control Room	The bidder should have demonstrable expertise and experience of setting up or O&M of ICCC room/ Emergency response Centre/ Security and Surveillance Control Room/ City Wide (NOC/SOC)/ Surveillance Control Room built for Highways, Railways, Airports, Campus, Private Firms and other government establishments etc. during last seven years (as on date of submission of bid) of minimum value of 5 crores each. Number of Citations Percentage 100 = 2 75 = 1 50		Copies of Work orders, Contract agreements, Client Certificates Indicating satisfactory completion of the project.

#	Technical Evaluation Criteria	Technical Evaluation parameter		Points	Supporting Documents required
В3	Unified Messaging System comprising: Public Address System and/or Variable Messaging	 The bidder should have experience in executing Unified Messaging System projects in last 5 years (till years ending 31st March 2017). Points are allocated based on number of Projects executed. Number of Projects Percentage		5	Copies of Work orders, Contract agreements, Client Certificates Indicating satisfactory
	System and/or Environmental Sensors	>= 3 = 2 = 1	100 75 50		completion of the project.
B4	Intelligent Transport Management System / Solid Waste Management System	The bidder should have exper Intelligent Transport Manager Waste Management System Tr years (till years ending 31st M • Points are allocated based of Projects executed. Number of Projects >= 3 = 2 = 1	ment System / Solid wo projects in last 5 arch 2017).	5	Copies of Work orders, Contract agreements, Client Certificates Indicating satisfactory completion of the project.
B4	Disaster Management / Emergency Response System	 The bidder should have exp Disaster Management / Em System projects in last 5 ye 31st March 2017). Points are allocated based Projects executed. Number of Projects >= 3	nergency Response ears (till years ending	5	Copies of Work orders, Contract agreements, Client Certificates Indicating satisfactory completion of the project.
В5	CCTV Surveillance System	 The bidder should have experience in executing CCTV Surveillance projects in last 5 years (till years ending 31st March 2017). Points are allocated based on number of Projects executed. Number of Projects Percentage >= 3 100 = 2 75 = 1 50 		5	Copies of Work orders, Contract agreements, Client Certificates Indicating satisfactory completion of the project.

#	Technical Evaluation Criteria	Technical Evaluation parameter			Supporting Documents required			
C. A	C. Approach & Methodology & Project Presentation / Demonstration - 30 Marks							
		Following parameters will be eva	luated:					
		Parameter Understanding of the project and Conformity to Volume 2 functional requirement Detailed Architecture plan	Percentage 10					
		encompassing all ICT elements proposed in Volume 2	20					
		Completeness of project plan and ease of implementation (including training and change management plan)	10					
		Method of integration proposed with other IT initiative	15					
	Approach &	Identification of major risks for the projects and suitable mitigation plan proposed for each of these risks	10	10				
C1	Methodology	Strategy to maintain all the SLAs and handling change requests	10					
		Detailed Business Plan highlighting Revenue Streams for relevant smart elements	10					
		What will be the approach towards the scalability, interoperability and modularity features considering the future expansion of the projects? (The response to this question shall be given considering growth of Smart Cities as well as new applications or systems that may be envisaged/developed in future) Approach towards testing and	5					
C2	Technical Demonstration / Proof of Concept	quality Successful Demonstration/Proof of Bidder need to demonstrate minimular Like CCTV Surveillance/ Public WiF Environmental Sensor/Smart Trans Smart Utilities / Crowd monitor Management/ Unified Messaging et SMS, Email, GIS. in live environment	im 3 use cases i / Smart Poles nsport/ SWM / ring/ Disaster tc. along with	15				
С3	Presentation	The Bidder will need to exhibit prop architecture, functional and non-fun requirements through presentation		5				

#	Technical Evaluation Criteria	Technical Evaluation parameter			Supporting Documents required			
D. F	D. Proposed Resources for the Project							
		Each of the following profiles suggested by the bidder will be evaluated: Profile Marks Allotted						
		Project Manager Functional Experts	4					
D1	D1 People on Project	Integrated Command and Control Centre Expert	4	20				
חו		Domain Expert (for Distributed / Integrated Environments such as Smart City)	2	20				
		Security/ Surveillance /IoT Expert	4					
		GIS Expert	2					
		Technical Experts						
		Solution/ Lead Architect	4					

3.6.2. Key Personnel Criteria

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

LSI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. MSI has to provide the list of proposed Manpower for the Project. Any changes in Manpower deployment will have to be approved by the Authority.

Following table indicates the minimum qualification required for Key Positions identified for this project. However, LSI shall independently estimate the team size and the necessary experts required to meet the requirements of Service Levels during implementation and 0 & M phase as specified as part of this tender. Except for Project Director, all other proposed positions shall be Onsite throughout the entire project implementation and 0 & M phase.

Sl. No.	Position	Minimum qualifications	No.s
1	Project Manager	 a. Education: MBA/MCA/M. Tech & B.Tech / B.E. from a reputed institute b. Certification: PMP c. Total Experience: At least 10 years in IT Sector. d. Should have more than 8 years of experience of leading such large projects. 	1
2	Integrated Command and Control Center (ICCC) Expert	a. Education: B.Tech / B.E. from a reputed instituteb. Total Experience: At least 10 years in ICCCc. Should have experience of more than 2 projects as CCC Expert.	1
3	a. Education: MCA/M. Tech/B. Tech/B.E. from a reputed institute Solution Architect b. Total Experience: At least 8 years in IT sector c. Should have experience of more than 3 years as Solution Architecture in large projects of similar		1

Sl. No.	Position	Minimum qualifications	No.s
		nature	
4	Surveillance & IOT Expert	 a. B.Tech / M.Tech with at least 8 years' Experience. b. Should have experience in designing & implementing Surveillance solutions including IoT Platform for at least 2 similar projects. 	1
5.	Domain Expert {Distributed Systems)	 a. BE/B.Tech or Graduation/Post Graduation from a recognized educational institution b. Experience: Minimum10 years. c. Should have experience in designing & implementing projects designed on Distributed Systems} for minimum 2 projects. 	1
6	GIS Expert	 a. B.Tech / M.Tech with at least 5 years' Experience in GIS Solution Implementation b. Should have experience in designing & implementing GIS solutions for least 3similar projects. 	1

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 provide adequate manpower to be deployed during the Operation & Maintenance phase of the Project as provided in the format 7.5.3 (II).

Notes:

- The top three profiles (Project Manager, Control and Command Centre Expert and Solution Architect) should be on the payroll of the Sole Bidder or the Lead Bidder.
- Manpower plan for Implementation Phase to be provided as per format provided in 7.5.3
 - (a) Apart from the above –mentioned resources, the Bidder shall also propose manpower to be deployed during the Operation & Maintenance phase of the Project as provided in the format 7.5.
 - (b) Any additional or support manpower shall be estimated and should be accounted for in the Commercial proposal by the selected bidder, so that, the project as per the scope defined and agreement are fulfilled and the project objectives are met.

Manpower Deployment

The city level Local System Integrator Bidder shall deploy Manpower during implementation and 0&M phases. The deployed resource shall report to the Authority and work closely with Program Management Office of the project. Following are the minimum resources required to be deployed in the Project, however LSI shall deploy additional resources based on the need of the Project and to meet the defined SLAs, as required, in this RFP:

#	Type of Resource	Quantity	Minimum Deployment during Implementation phase	Minimum Deployment during Operation and Maintenance phase
1	Project Manager	1	At least 80%	100%
2	Integrated Command and Control Center (ICCC) Expert	1	At least 80%	Onsite Support to Project team on need basis
3	Solution Architect	1	At least 80%	Onsite Support to Project team on need basis

			Minimum Deployment	Minimum Deployment
#	Type of Resource	Quantity	during Implementation	during Operation and
			phase	Maintenance phase
4	Surveillance & IOT Expert	1	At least 80%	100%
5	Domain Expert {As per the city requirements}	1	At least 80%	100%
6	GIS Expert {As per the city requirements}	1	At least 60%	100%

4. Award of Contract

4.1 Notification of Award

Authority will notify the successful Bidder in writing / e-mail to be confirmed by the bidder in writing / email.

4.2 Signing of Contract

After the notification of award, Authority will issue Letter of Intent (LOI) followed by Work Order (WO). Accordingly, a contract shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of the LOI and WO, the Bidder shall sign and return back a duplicate copy of the Purchase Order/Letter of Intent to Authority or the agency designated by the Authority. The bidder shall return the duplicate copy along with a Performance Bank Guarantee (i.e. Implementation PBG) within 15 working days from the date of issuance of Work Order.

On receipt of the Performance Bank Guarantee, Authority or the agency designated by Authority shall enter into a contract with the Successful Bidder. The Service Level Agreement (SLA) is provided in RFP Volume III. The contract shall include all the Terms and Conditions of the RFP, Corrigendum issued thereof if any and SLA shall be finalized & signed between the Authority and the Successful bidder within 30 working days from the date of issue of Work Order.

4.3 Performance Bank Guarantee (PBG)

The successful bidder shall submit the following Performance Bank Guarantees at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority, Mangaluru Smart City Limited (MSCL). The PBG shall be from a Nationalized Bank/Scheduled bank in the format prescribed in Section 9 - Annexure 7 (a), payable on demand at any of the bank branch at Mangaluru, for the due performance and fulfilment of the contract by the bidder.

- 1. Implementation Performance Bank Guarantee (IPBG) shall be submitted within Twenty One (21) working days from the date of issuance of LOI, for an amount equivalent to 10% of the total CAPEX price (as mentioned in the Section 8 Annexure (6a) towards the implementation Phase, valid for a period of one year or Until Go-Live date whichever is later.
- 2. Operational Performance Bank Guarantee (OPBG) shall be submitted to the authority prior to expiry of the IBPG at least 3 months in advance, towards the Operation Phase for an amount equivalent to 10% of the total OPEX price (as mentioned in the Section 8 Annexure (6b) valid for a period of 5 years plus 60 days.

PBG shall be invoked by Authority, in the event the Bidder:

- 1. fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties,
- 2. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
- 3. Misrepresents facts/information submitted to Authority

The performance bank guarantee may be discharged/returned by Authority 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), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

In case the project is delayed beyond the project schedule as mentioned in RFP Vol II and all such delays accepted by the Authority, the implementation performance bank guarantee (IPBG) shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Authority, Project Completion Certificate shall be issued and the IPBG would be returned to the Bidder after the receipt of OPGB an after deducting penalties, if any upon Go-live.

OPBG would be returned to the bidder upon completion of O&M of the project in all respect at the end of 5 years plus 60 days after deducting penalties, if any.

4.4 Warranty & Comprehensive Annual Maintenance

Bidder shall also provide comprehensive 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 Authority.

The Bidder shall offer default warranty of three years (3) for all the supplied IT equipment & shall extend comprehensive Annual Maintenance Contract (AMC) services to cover additional two (2) years and for all the supplied to Mangaluru Smart City Limited.

During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, defect free, unused at the time of delivery, and of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

Authority or designated representatives of the bidder shall promptly notify Successful Bidder in writing of any claims arising under this warranty and AMC. Upon receipt of such notice, the Bidder shall, within the warranty and AMC period and with all reasonable speed, repair or replace the defective systems, without costs to Authority and within time specified and acceptable to Authority. Bidder shall extend the services of repair, replacement and preventive maintenance for entire contract period of 5 years from the date of Go-Live without costs to Authority meeting SLA.

If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, Authority may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which Authority may have against the Bidder under the Contract. Provided however that the Authority shall first give a prior reasonable notice to the Successful Bidder to rectify the default and only if the default continues even after the expiry of the cure period shall the Authority have the right to invoke this penalty clause as mentioned in RFP Vol III.

During the warranty and comprehensive AMC period, the successful bidder shall provide all

product(s) and documentation updates, patches/fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to Authority meeting SLA.

The Successful Bidder hereby warrants Authority that

- I. 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.
- II. The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
- III. The Successful Bidder shall be responsible for warranty services from licensers of products included in the systems.
- IV. The Successful Bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty and comprehensive AMC 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 Authority may award the contract to the next best value bidder or call for new bids at the risk and cost of the successful bidder

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

5. Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel (soft copy) in the following format.

Sl. No.	RFP Volume, Section	RFP Page No.	Content in the RFP	Clarification Sought

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

6.1 Pre-Qualification Bid Checklist

Sl. No.	Pre-Qualification Criteria	Documentary Evidence	Compliance (Y/N)	Doc Ref
1	The Sole Bidder or the Lead Bidder of Consortium must be registered company in India and should be in the business & have been operational at least for last 5 years as on date of bid submission.	 Copy of Certificate of Incorporation / Registration under companies Act, 1956/2013 and its subsequent amendments. Memorandum and Articles of Association GST registration certificate Copy of purchase orders showing at least 5 years of operations OR Certified true copy of relevant extracts of balance sheet and PL statements for last 5 years. For Consortium members Copy of Certificate of Incorporation / Registration under companies Act, 1956/2013 and its subsequent amendments. GST registration certificate PAN Consortium agreement clearly stating the roles and responsibilities and scope of works of each member/partner company. 		QP-1(1)
2	The Sole bidder/Lead Bidder should have an average annual turnover of INR 100 Crores from the operations which includes at least any one activities from the list "IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC)" in over	 Audited statement for last 3 financial years of the sole bidder. Audited statement for last 3 financial years of lead bidder and its member companies. Certificate from the Chartered Accountant/ statutory auditor/ Company Secretary clearly specifying the annual turnover from the operations which includes at least any one activities from "IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC)" for the specified years. (Applicable to sole bidder or lead bidder) Certificate from the Chartered Accountant / statutory auditor / Company Secretary clearly specifying 		QP-1(2)

Sl. No.	Pre-Qualification Criteria	Documentary Evidence	Compliance (Y/N)	Doc Ref
	last 3 audited financial years from the date of NIT In case of a consortium, the lead bidder should have average annual turnover of at least 50% of the total turnover. The combined average annual turnover of the Lead Bidder and Consortium company/companies shall be minimum of Rs 100 Crores.	the annual turnover from the operations which includes at least one activity from "ICT Data Center, Application Development" for the specified years. (Applicable to consortium member companies)		
3	The sole bidder or the consortium should have a positive net worth for the last 3 financial years from the date of NIT	 Audited and certified Balance Sheet and Profit/Loss Account of the last 3 financial year Certificate from the statutory auditor/ Company secretary clearly specifying the Net worth of the firm for the specified year to be provided. 		QP-1(3)
4	As on date of the submission of the proposal, the sole bidder or the consortium should not be black listed or debarred by Central/State governments/PSU in India	 Undertaking from the authorized signatory of the bidder (in case of Consortium, to be provided by each member) as per the format in Section 6.4. 		QP-1(4)
5	The Sole Bidder or lead bidder of the Consortium should possess relevant CMMi level 3 and or relevant ISI Certifications which are valid at the time of bidding.	Copies of the relevant certifications.		QP-1(5)
6.	The Sole Bidder or the Consortium should have experience in executing at least 2 nos. of ICT projects which includes any of the following areas during last 5 years as on bid submission date: Value of each project should be minimum of Rs. 5	 Copies of work order, Client certificate indicating satisfactory completion of the Project and other relevant documents. Note: The date of work order should be at least 6 months before the date of release of this RFP. In case of ongoing projects, the project must have achieved 80% of the capex completion from financial & physical 		QP-1(6)

Sl. No.	Pre-Qualification Criteria	Documentary Evidence	Compliance (Y/N)	Doc Ref
	Crores. Smart Transport ICT based SWM Variable messaging system/public address system. E-Governance applications Smart parking/smart lighting Surveillance Emergency Response system Other applications as per City requirements. At least one project out of the above projects in any of the above areas should have executed successfully in Govt Sector/PSU.	 perspective. In case the experience shown is that of bidder's parent / subsidiary / sisters concern company, then the following additional documents are required. Letter from Company Secretary of the bidder certifying that the entity whose experience shown is parent/subsidiary/sister concern company. Share holding pattern of the bidding entity as per audit report. 		
7	The Sole bidder or the Consortium must have on its pay roll a team of 10 or more technically qualified professionals.	Self Certification from the bidder for the number of technically qualified professionals employed in the company with their qualification and skill set. (Applicable to sole bidder or lead bidder of consortium or its member company)		QP-1(7)

6.2 Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

Sub: Request for Proposal for Selection of System Integrator for Implementation of Command and Control Centre Components of Mangaluru Smart City

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

Dear Sir.

With reference to your "Sub: Request for Proposal for Selection of System Integrator for Implementation of Command and Control Centre Components of Mangaluru Smart City", 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 Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted *EMD of INR One Lakh only* and *Tender processing fee of Seven Thousand Five hundred only* online through e-procurement portal.
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of Commercial bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions
- f. In the event of acceptance of our bid, we do hereby undertake:
- i. To supply the products and commence services as stipulated in the RFP document
- ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.

- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In	case at			clarifications			 email
Tha	anking	you,					
You	ırs sin	cerely	у,				
(Sig	gnatur	e of t	he Lea	d bidder)			
Pri	nted N	ame					
Des	signati	on					
Sea	1						
Dat	e:						
Pla	ce:						
Bus	siness	Addre	ess:				

6.3 Company profile

A. Brief company profile (Sole Bidder or Lead Bidder and its Consortium Member Companies) (To be provided on the Company letter head)

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

B. Certificate of Incorporation

C. Financial Turnover

The financial turnover of the company is provided as follows:

	2014 - 15	2015 -16	2016 -17
Annual Turnover			

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

Positive net worth of the last three financial years as on from the date of NIT. Copy of statutory auditor certificate to be submitted along with the bid

D. Certifications

Provide copy of valid certification for ISO 9001, ISO 27001 and ISO 20000 certifications and CMMI Level 3 or above and TIER III Datacenter certification of the previous projects executed as required in Pre-Qualification criteria as on date of NIT.

6.4 Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Sole Bidder/ Lead Bidder:
Place
Date
To,
[]
Subject: Self-Declaration of not been blacklisted/debarred in response to the "Request for Proposal for Selection of System Integrator for Implementation of Command and Control Centre Components of Mangaluru Smart City"
Ref: RFP No. <<>> dated <<
>> Dear Sir,
We confirm that our company or firm,, is currently not blacklisted/debarred in any manner whatsoever by any of the State or UT or PSU or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
(Signature of the Lead Bidder)
Printed Name
Designation Seal
Date:
Place:

Business Address:

Declaration for Consortium Members:

(To be provided on the Company letter head)	
$\{I\}$	Place}
{I	Date}
To,	
[]	
Subject: Self-Declaration of not been blacklisted/debarred in response reproposal for Selection of System Integrator for Implementation of Concentre Components of Mangaluru Smart City"	=
Ref: RFP No. <<>> dated <<>>	
Dear Sir,	
We confirm that our company or firm,	sted/debarred in any
manner whatsoever by any of the State or UT or PSU or Central Government i	n India on any ground
including but not limited to indulgence in corrupt practice, fraudulent pract	cice, coercive practice
undesirable practice or restrictive practice.	
(Signature of the Consortium Member)	
Printed Name	
Designation	
Seal Date:	
Place: Business Address:	

6.5 No Deviation Certificate

(To be provided on the Con	npany letter head)	
This is to certify that our	offer is exactly in	n-line with your tender enquiry/RFP (including
amendments) no	dated	This is to expressly certify that our offer
contains no deviation wi	ith respect to Au	thority requirements, Technical Specification,
Functional Requirement a	nd Scope of Work	,
(Authorized Signatory)		
(Authorized Signatory)		
Signature:		
Name:		
Designation:		
Designation.		
Address:		
Seal:		
Date:		

6.6 Total Responsibility Certificate

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

Authorized Signatory)	
ignature:	
Jame:	
Designation:	
address:	
eal:	
Date:	

6.7 Self-Certificate for Project Execution Experience (In Bidding Entity's Letter Head)

This is to certify that < <u>Name of the Bidding entity</u> > has been awarded with < <u>Name of the Project ></u> 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	
(Authorized Signatory)	
Signature:	
Name:	
Designation:	
Bidding Entity's Name	
Address:	
Seal:	
Date:	

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

7.1 Technical Bid Check-List

Sl. No.	Criteria Category	Supporting Documents Required	Compliance (Y/N)	Doc Ref			
A	Bidders Experience & Organization Strength						
A.1	The bidder (or any consortium member) should have experience in executing at least 2 nos. of large ICT projects during last 5 years as on bid submission date: Value of each project should be minimum of Rs. 40 Crores.	Copies of Work orders, contract agreements, Client Certificate indicating satisfactory completion of the project.		TB-1(1)			
A.2	Annual turnover from IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC). In case of consortium, aggregated turnover of the consortium may be considered with 50% (minimum) of the lead bidder.	 Audited statement for last 3 financial years of the sole bidder. Audited statement for last 3 financial years of lead bidder and its member companies. 		TB-1(2)			
A.3	People in organization (Full time Employees – FTE in ICT projects) Submission of HR certificate stating the same	HR Certification on Company Letterhead for Sole Bidder/Lead Bidder		TB-1(3)			
A.4	The sole bidder or the lead bidder in a case of consortium, should possess CMMi Level certification	Copies of valid certificates in the name of sole bidder or the lead bidder in case of consortium.		TB-1(4)			
A.5	The sole bidder or the lead bidder in a case of consortium, should possess ISO certification	Copies of valid certificates in the name of sole bidder or the lead bidder in case of consortium.		TB-1(5)			
В	Project Experience of Bidder						
B.1	The bidder should have demonstrable expertise and experience in implementation or integration of any 5 of the following smart features with the centralized system in the last 5 years 1. GIS 2. SWM 3. Intelligent Bus Transport System 4. Fibre NOC 5. CCTV Surveillance	Copies of Work orders, contract agreements, Client Certificate indicating Satisfactory completion of the project.		TB-1(6)			

Sl. No.	Criteria Category	Supporting Documents Required	Compliance (Y/N)	Doc Ref
	 6. Traffic Signal / Traffic Enforcement System/ E-Challan 7. Smart Poles 8. Public WiFi 9. Disaster Management / Emergency Response Each such project is considered as one unit 			
B.2	The bidder should have demonstrable expertise and experience of setting up or O&M of ICCC room/ Emergency response Centre/ Security and Surveillance Control Room/ City Wide (NOC/SOC)/ Surveillance Control Room built for Highways, Railways, Airports, Campus, Private Firms and other government establishments etc. during last seven years (as on date of submission of bid) of minimum value of 5 crores each.	Copies of Work orders, contract agreements, Client Certificate indicating Satisfactory completion Of the project		TB-1(7)
В.3	The bidder should have experience in executing Unified Messaging System comprising: Public Address System and/or Variable Messaging System and/or Environmental Sensors projects in last 5 years (till years ending 31st March 2017).	Copies of Work orders, contract agreements, Client Certificate indicating Satisfactory completion Of the project		TB-1(8)
B.4	The bidder should have experience in executing Intelligent Transport Management System / Solid Waste Management System projects in last 5 years (till years ending 31st March 2017).	Copies of Work orders, contract agreements, Client Certificate indicating Satisfactory completion Of the project		TB-1(9)
B.5	The bidder should have experience in executing disaster Management / Emergency Response System projects in last 5 years (till years ending 31st March 2017).	Copies of Work orders, contract agreements, Client Certificate indicating Satisfactory completion Of the project.		TB-(10)
B.6	The bidder should have experience in executing CCTV Surveillance System projects in last 5 years (till years ending 31st March 2017).	Copies of Work orders, contract agreements, Client Certificate indicating Satisfactory completion Of the project.		TB-(11)
С		oach & Methodology	,	
	Approach & Methodology covering understanding of the project, FRS, TRS, scope & deliverables etc. Provide White paper, Case study, Best practices developed in the past to demonstrate client experience.			TB-(12)

7.2 Technical Bid Covering Letter

Date: dd/mm/yyyy

To, []

Subject: "Request for Proposal for Selection of System Integrator for Implementation of Command and Control Centre Components of Mangaluru Smart City".

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

Dear Sir,

I (in case of single bidder) or We, << name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of "Request for Proposal for Selection of System Integrator for Implementation of Command and Control Centre Components of Mangaluru Smart City" 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 Authority, Government of Karnataka is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

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

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

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

Thanking you,

Yours sincerely,

(Signature of the Sole Bidder/Lead Bidder)

Printed Name
Designation
Seal
Date:
Place:
Business Address:

7.3 Credential Summary

Sl. No	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 Datacenter, DR on cloud, NOC, Wide Area Network, city/ public Wi-Fi, ICOP for security surveillance, command and control center, GIS Solution, 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 and completion certificate or letter of appointment
- Project Status Completed (date of project completion) or Ongoing (project start date, physical and financial progress)

7.4 Bidder's Experience - Client Citations

Sole Bidder or Lead bidder in case of Consortium is requested to furnish the credentials in the following format for both Pre-Qualification and Technical Criteria. 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	

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

7.5 Overview of Proposed Solution

7.5.1. Structure of Proposed Solution

Bidders are required to provide a detailed presentation covering the following 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 the project and Conformity to Volume 2 functional requirement					
2	Detailed Architecture plan encompassing all ICT elements proposed in Volume 2					
3	Completeness of project plan and ease of implementation (including training and change management plan)					
4	Method of integration proposed with other IT initiative					
5	Identification of major risks for the projects and suitable mitigation plan proposed for each of these risks					
6	Strategy to maintain all the SLAs and handling change requests					
7	Detailed Business Plan highlighting Revenue Streams for relevant smart elements					
8	What will be the approach towards the scalability, interoperability and modularity features considering the future expansion of the projects? (The response to this question shall be given considering growth of Smart Cities as well as new applications or systems that may be envisaged/developed in future)					
9	Approach towards testing and quality					
10	How SLAs mentioned under this RFP will be measured? What tools will be used for SLA measurement?					
11	Proposed solution ensures the fool proof security to the system from various threats including hacking attempts, internal threats, etc. Please explain in detail approach towards the security of the overall solution from external and internal threats					
12	What are the key learning from the similar projects and how do you propose to incorporate them in executing this assignment.					
13	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					

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

7.5.2. Project Plan

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

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

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)

Manpov	Manpower distribution										
Sl. No.	Role		Month w	ise time to be s	spent by each p	personnel (in	days)	Total			
		Month 1	Month 2	Month 3			Month 12				
1	Project Manager										
2	Solution Architect (DC)								Onsite		
3	Enterprise Architect / IOT Expert								Onsite		
4	Networking Architect								Onsite		
5	<add as="" more="" required="" rows=""></add>								Onsite		
Total											

II. after Go-Live (Operation & Maintenance)

Manpo	Manpower distribution									
Sl.No.	Manpower			Years			Total			
		Year 1	Year 2	Year 3	Year 4	Year 5				
1								Onsite/Offsite		
2								Onsite/Offsite		
3	<add as="" more="" required="" rows=""></add>							Onsite/Offsite		
Total										

7.6 Details of Resources proposed

7.6.1. Summary of Resources proposed

SL. No	Name of the Resource	Proposed Role	Highest Degree	Basic Qualification (E.g. B.E. / M.Tech or MCA)	Certifications (eg. PMP or "ITIL or CCNP etc.)	Total Experience (in Years)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

7.7 Curriculum Vitae (CV) of Team Members

1	Name:						
2	Proposed position or role	(only one candidate shall be nominated for each position)					
3	Date of Birth			Nationality	у		
4	Education	Qualification	Name of Sci College/ Ur		Degree Obtained	Year of Passing	
5	Years of Experience						
6	Areas of Expertise and no. of years of experience in this area	(as required fo	or the Profile))			
7	Certifications and Trainings attended						
8	Employment Record	Employer [Starting with giving for earemploying orgo	ch employme	ent: dates of			
9	Detailed Tasks Assigned	(List all tasks t	o be performe	ed under this i	project)		
10	Relevant Work Undertaker	n that Best Illus	strates the e	xperience as	required for	the Role	
	Project - 1:			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 Requirements Specifications - TRS / Functional Requirements Specifications -FRS)

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

Note:

A no for full compliance for any items in above table is considered as non-responsive, bids will not be further evaluated and will be rejected.

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 Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed.

The list of items mentioned hereunder is indicative. The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality. The BoM (Annexure-4) shall comply with the FRS and TRS given in Vol.2 of the RFP.

7.9.1. Annexure 4 - Bill of Quantity

Sl. No.	Description	Qty	Make/ Brand	Model	Full Compliance (Y/N)
A	City Operation				
1.					
2.					
3.					

(This form has to be provided by the OEMs of the hardware and software solutions proposed. This letter

7.10 Manufacturers'/Producers' Authorization Form

=	should be on the the power of atto				ould be signe	ed by a per	rson competent
То,	-	·		-		Date:	
10,							
[],						
Subject: Man	nufacturer's Autl	norization					
Form Ref: RI	FP No. <<>> d	ated <<>>					
Dear Sir,							
Goods) having fattached, do her conclude the co	(Name of the Offactories or produced reby authorizeontract with you or developed by	luct developmer against RFP No.	nt centers at _(Name_and	the location address of	the Bidde	or r) to bid,	as per list
support service	end, our warrar es for software p as per requireme	roducts against	this invitation	on for bid by			
	m that our offer e support for suc	-					
Thanking yo	u,						
Yours faithfu	ılly,						
(Signature)							
For and on b	ehalf of:	(Name of th	e				
OEM) Autho	rized 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 Command and Control Centre Components of Mangaluru Smart City" against the RFP issued by Authority, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)
Printed Name
Designation
Seal
Date:
Place:
Business Address

7.12 Details of Additional Components Mentioned as "Others" in the BOQ

The Bidder may provide the additional line items in the proposed Bill of Material (BoM), in addition to the line items mentioned in the financial format in this RFP. 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. In case, no additional bill of quantity is proposed, the Bidder shall mention Rs. 1 (Rupee One) in the respective line item and in which case, the same will not be considered for the purpose of financial evaluation. 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 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.

7.13 Additional Bill of Quantity

Sl. No.	Description	UoM	Qty
	Item 1		
	Item 2		

Note:

- The Bidder shall specify all additional line items proposed by him in the above specified format.
- However, in the e-procurement portal, the total price for all additional items proposed shall be indicated in the last line items designated as "Others".
- The successful bidder shall provide the price break-up for all such additional items proposed by him, before conclusion of contract agreement.

7.14 Tax Format

Bidders are required to mention the details of the applicable tax considered against each line item and for additional bill of quantity (as per Section 7.12), wherever applicable. The bid shall be considered non-responsive in the absence of these details. These details shall be used only for reference purpose and shall not be considered for the evaluation..

However, for evaluation purpose, total price, exclusive of taxes, shall be considered for identification of least bidder and according appointment of System Integrator. The taxes as per actual shall be paid by the Authority during the project period, upon submission of original invoice for line items and additional line items, as applicable.

7.14.1. Format for Tax

Sl. No.	Description	GST %
	Insert Line items as per BoQ	
	Additional Line Items	

Note:

- The Bidder shall quote only the tax rate in percentage for all line items.
- NO financial values shall be indicated against the line items. Failure to do so, shall result in rejection of the Bid as non-responsive.

8. Annexure 5 – Formats for Submission of the Commercial Bid

- (a) Bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- (b) Bidder should quote his price for each of the line item in the e-procurement portal.
 - In the e-procurement portal, Bidder should enter the Unit Rate, excluding tax, for that particular line item.
- (c) All the prices against each Line Items must be exclusive of any Taxes and are to be entered in Indian Rupees ONLY (% values are not allowed) in the eProcurement portal.
- (d) It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable in the separate annexure with Technical Bid. However, Authority shall consider Grand Total (Capex Price + Opex Price with NPV) exclusive of applicable taxes, levies etc. for evaluation purpose and arriving at L1 price.
- (e) Authority reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.

8.1 Annexure 6 (a) - Price Component for CAPEX (As Available in e-Procurement Portal):

A. Command & Control Center

Sl.	BoM Line Item	Quantity	Unit	Total
No.			Rate	Cost
1	2	3	4	5
Α	CCC components			
1	Operator Console Table	8		
2	Chairs	18		
3	Office Cubicles/Cabin Tables	5		
4	Aluminium Office Partitions for CCC Helpdesk (in Lot)	1		
5	Online UPS for City Operation Centre	1		
6	Building Management System	1		
7	Site Preparation, Air Conditioning, Biometrics Access Control, Dome			
	Cameras for internal surveillance, Rodent Repellent System, Fire Alarm	1		
0	System, Diesel Generator etc (in Lot)	2		
8	Junction Box with adjustable mounting frames	2		
	Workstations with two LED monitors	15		
10	Core Router	2		
11	48 Port L2 Switch	2		
12	Firewall, IPS, IDS	2		
13	Enterprise Management System, Helpdesk, Ticketing System, SLA monitoring	2		
14	Access Control System	1		
15	Tape Library	1		
16	Blade Server Chassis	1		
17	Blade Server	8		
18	Backup Software (in Lot)	1		
19	SAN Storage	1		
20	Authentication, Authorization and Accounting (AAA) Solution (in Lot)	1		
21	IP Phones	13		
22	Antivirus Solution (in Lot)	1		

Sl.	BoM Line Item	Quantity	Unit	Total
No.			Rate	Cost
23	WLC (in Lot)	1		
24	Civil, Electrical, Supporting Infrastructure (in Lot)	1		
25	42U Rack	1		
26	Video Wall 3X3 55" or 5X2 70" LED Display with Controller (in Lot)	1		
27	Video Management Software - (in Lot)	1		
28	Video Analytics Solution - (in Lot)	1		
29	NVR/Storage solution for 30 days, 15 FPS @ 1080P resolution for all	1		
	cameras (in Lot)	1		
30	Operating System, DB and other Software Stack deemed necessary for	1		
	City Operations (in Lot)	1		
31	Consumables (Electricity, printing, phone etc) (in Lot)	1		
32	Manpower (in Lot)	1		
33	Others			

B. City Specific Applications at KMDS DC

SI. No.	BOM Line Item	Quantity	Unit Rate	Total Cost
1	2	3	4	5
A	Component of Application			
1.	Operating System	10		
2.	Smart City Software Solution with all inclusive integration with IoT, ICoP, GIS etc (in Lot)	1		
3.	One Touch Mangaluru with Dual Access (in Lot)	1		
4.	Unified Messaging System comprising: Public Address System and/or Variable Messaging System and/or Environmental Sensors (in Lot)	1		
5.	Intelligent Transport Management System / Solid Waste Management System (in Lot)	1		
6.	Disaster Management / Emergency Response System (in Lot)	1		
7.	Others			

C. City wide IoT/ICT deployment

SI.	BoM Line Item	Quantity	Unit	Total
No.			Rate	Cost
1	2	3	4	5
A	Component of Application			
1.	Smart Poles	15		
2.	GPS Devices	300		
3.	RFID Tagging	88000		
4.	RFID Receiver	100		
5.	Fixed Edge based FHD IP Box Camera	60		
6.	PTZ Camera	15		
7.	Air Quality Monitoring Sensor	5		·
8.	Access Point	10		
9.	Others			·

D. Connectivity Components

No	BoM Line Item	Quantity	Unit Rate	Total Cost
1	2	3	4	5
A	Component of Application			
1.	10 Mbps connectivity from each of the 15 Smart Poles to	15		
	the CoC			
2.	20 Mbps connectivity between CoC and KMDS DC	1		

3.	10 Mbps connectivity between CoC and Police Control	1	
	Room		
4.	GSM connectivity on GPS devices	300	
5.	4 Mbps internet connectivity on Smart Poles	15	
6.	Others		

8.2 Annexure 6(b) - Price Component for OPEX

The list of items indicated hereunder is indicative. The Bidder shall consider any additional line items with adequate details and pricing information in the table below, that may be required to fulfill the project requirements and functionality in totality.

- In order to equitably compare different AMC charges for different years, NPV (Net Present Value) would be used at rate of discounting (rd) to bring the AMC cost at the same footing in the assessment of Grand Total price.
- Bidder shall quote AMC cost for Hardware equipment from 4th year onwards, considering the capex price quoted shall cover warranty for all the Hardware equipment for the first 3 years (year-1 to year-3).
- Bidder shall quote 0&M support cost for all the 5 years.

A. Command & Control Center

Sl.	BoM Line Item	Quantity	Unit	Total
No.			Rate	Cost
1	2	3	4	5
Α	CCC components			
	Year 1			
1	Operator Console Table	8		
2	Chairs	18		
3	Office Cubicles/Cabin Tables	5		
4	Aluminium Office Partitions for CCC Helpdesk (in Lot)	1		
5	Online UPS for City Operation Centre	1		
6	Building Management System	1		
7	Site Preparation, Air Conditioning, Biometrics Access Control, Dome	_		
	Cameras for internal surveillance, Rodent Repellent System, Fire Alarm System, Diesel Generator etc (in Lot)	1		
8	Junction Box with adjustable mounting frames	2		
9	Workstations with two LED monitors	15		
10	Core Router	2		
11	48 Port L2 Switch	2		
12		2		
-	Firewall, IPS, IDS Enterprise Management System, Helpdagle Tighteting System, SLA			
13	Enterprise Management System, Helpdesk, Ticketing System, SLA monitoring	2		
14	Access Control System	1		
15	Tape Library	1		
16	Blade Server Chassis	1		
17	Blade Server	8		
18	Backup Software (in Lot)	1		
19	SAN Storage	1		
20	Authentication, Authorization and Accounting (AAA) Solution (in Lot)	1		
21	IP Phones	13		
22	Antivirus Solution (in Lot)	1		
23	WLC (in Lot)	1		
24	Civil, Electrical, Supporting Infrastructure (in Lot)	1		

Sl. No.	BoM Line Item	Quantity	Unit Rate	Total Cost
25	42U Rack	1		
26	Video Wall 3X3 55" or 5X2 70" LED Display with Controller (in Lot)	1		
27	Video Management Software - (in Lot)	1		
28	Video Analytics Solution - (in Lot)	1		
29	NVR/Storage solution for 30 days, 15 FPS @ 1080P resolution for all cameras (in Lot)	1		
30	Operating System, DB and other Software Stack deemed necessary for City Operations (in Lot)	1		
31	Consumables (Electricity, printing, phone etc) (in Lot)	1		
32	Manpower (in Lot)	1		
33	Others			
	Year 2			
1	Operator Console Table	8		
2	Chairs	18		
3	Office Cubicles/Cabin Tables	5		
4	Aluminium Office Partitions for CCC Helpdesk (in Lot)	1		
5	Online UPS for City Operation Centre	1		
6	Building Management System	1		
7	Site Preparation, Air Conditioning, Biometrics Access Control, Dome	1		
,	Cameras for internal surveillance, Rodent Repellent System, Fire Alarm System, Diesel Generator etc (in Lot)	1		
8	Junction Box with adjustable mounting frames	2		
9	Workstations with two LED monitors	15		
10	Core Router	2		
11	48 Port L2 Switch	2		
12	Firewall, IPS, IDS	2		
13	Enterprise Management System, Helpdesk, Ticketing System, SLA monitoring	2		
14	Access Control System	1		
15	Tape Library	1		
16	Blade Server Chassis	1		
17	Blade Server	8		
18	Backup Software (in Lot)	1		
19	SAN Storage	1		
20	Authentication, Authorization and Accounting (AAA) Solution (in Lot)	1		
21	IP Phones	13		
22	Antivirus Solution (in Lot)	1		
23	WLC (in Lot)	1		
24	Civil, Electrical, Supporting Infrastructure (in Lot)	1		
25	42U Rack	1		
26	Video Wall 3X3 55" or 5X2 70" LED Display with Controller (in Lot)	1		
27	Video Management Software - (in Lot)	1		
28	Video Analytics Solution - (in Lot)	1		
29	NVR/Storage solution for 30 days, 15 FPS @ 1080P resolution for all cameras (in Lot)	1		
30	Operating System, DB and other Software Stack deemed necessary for City Operations (in Lot)	1		
31	Consumables (Electricity, printing, phone etc) (in Lot)	1		
32	Manpower (in Lot)	1		
33	Others	1		
33	Year 3			
1	Operator Console Table	8		+
	operator demote rable		<u> </u>	1

Sl. No.	BoM Line Item	Quantity	Unit Rate	Total Cost
2	Chairs	18		1
3	Office Cubicles/Cabin Tables	5		
4	Aluminium Office Partitions for CCC Helpdesk (in Lot)	1		
5	Online UPS for City Operation Centre	1		
6	Building Management System	1		
7	Site Preparation, Air Conditioning, Biometrics Access Control, Dome			
	Cameras for internal surveillance, Rodent Repellent System, Fire Alarm System, Diesel Generator etc (in Lot)	1		
8	Junction Box with adjustable mounting frames	2		1
9	Workstations with two LED monitors	15		
10	Core Router	2		
11	48 Port L2 Switch	2		
12	Firewall, IPS, IDS	2		†
13	Enterprise Management System, Helpdesk, Ticketing System, SLA			†
	monitoring	2		
14	Access Control System	1		<u> </u>
15	Tape Library	1		1
16	Blade Server Chassis	1		1
17	Blade Server	8		1
18	Backup Software (in Lot)	1		1
19	SAN Storage	1		†
20	Authentication, Authorization and Accounting (AAA) Solution (in Lot)	1		+
21	IP Phones	13		+
22	Antivirus Solution (in Lot)	1		†
23	WLC (in Lot)	1		+
24	Civil, Electrical, Supporting Infrastructure (in Lot)	1		+
25	42U Rack	1		+
26	Video Wall 3X3 55" or 5X2 70" LED Display with Controller (in Lot)	1		+
27	Video Management Software - (in Lot)	1		†
28	Video Analytics Solution - (in Lot)	1		†
29	NVR/Storage solution for 30 days, 15 FPS @ 1080P resolution for all cameras (in Lot)	1		
30	Operating System, DB and other Software Stack deemed necessary for City Operations (in Lot)	1		
31	Consumables (Electricity, printing, phone etc) (in Lot)	1		
32	Manpower (in Lot)	1		
33	Others			
	Year 4			
1	Operator Console Table	8		
2	Chairs	18		
3	Office Cubicles/Cabin Tables	5		
4	Aluminium Office Partitions for CCC Helpdesk (in Lot)	1		
5	Online UPS for City Operation Centre	1		
6	Building Management System	1		
7	Site Preparation, Air Conditioning, Biometrics Access Control, Dome Cameras for internal surveillance, Rodent Repellent System, Fire Alarm	1		
	System, Diesel Generator etc (in Lot)			
8	Junction Box with adjustable mounting frames	2		
9	Workstations with two LED monitors	15		
10	Core Router	2		
11	48 Port L2 Switch	2		
12	Firewall, IPS, IDS	2		

Sl. No.	BoM Line Item	Quantity	Unit Rate	Total Cost
13	Enterprise Management System, Helpdesk, Ticketing System, SLA	2		
	monitoring	2		
14	Access Control System	1		
15	Tape Library	1		
16	Blade Server Chassis	1		
17	Blade Server	8		
18	Backup Software (in Lot)	1		
19	SAN Storage	1		
20	Authentication, Authorization and Accounting (AAA) Solution (in Lot)	1		
21	IP Phones	13		
22	Antivirus Solution (in Lot)	1		
23	WLC (in Lot)	1		
24	Civil, Electrical, Supporting Infrastructure (in Lot)	1		
25	42U Rack	1		
26	Video Wall 3X3 55" or 5X2 70" LED Display with Controller (in Lot)	1		
27	Video Management Software - (in Lot)	1		
28	Video Analytics Solution - (in Lot)	1		
29	NVR/Storage solution for 30 days, 15 FPS @ 1080P resolution for all cameras (in Lot)	1		
30	Operating System, DB and other Software Stack deemed necessary for City Operations (in Lot)	1		
31	Consumables (Electricity, printing, phone etc) (in Lot)	1		
32	Manpower (in Lot)	1		
33	Others			
	Year 5			
1	Operator Console Table	8		
2	Chairs	18		
3	Office Cubicles/Cabin Tables	5		
4	Aluminium Office Partitions for CCC Helpdesk (in Lot)	1		
5	Online UPS for City Operation Centre	1		
6	Building Management System	1		
7	Site Preparation, Air Conditioning, Biometrics Access Control, Dome Cameras for internal surveillance, Rodent Repellent System, Fire Alarm System, Diesel Generator etc (in Lot)	1		
8	Junction Box with adjustable mounting frames	2		
9	Workstations with two LED monitors	15		
10	Core Router	2		
11	48 Port L2 Switch	2		
12	Firewall, IPS, IDS	2		
13	Enterprise Management System, Helpdesk, Ticketing System, SLA monitoring	2		
14	Access Control System	1		
15	Tape Library	1		
16	Blade Server Chassis	1		
17	Blade Server	8		
18	Backup Software (in Lot)	1		
19	SAN Storage	1		
20	Authentication, Authorization and Accounting (AAA) Solution (in Lot)	1		
21	IP Phones	13		
22	Antivirus Solution (in Lot)	1		
23	WLC (in Lot)	1		
24	Civil, Electrical, Supporting Infrastructure (in Lot)	1		

Sl. No.	BoM Line Item	Quantity	Unit Rate	Total Cost
25	42U Rack	1		
26	Video Wall 3X3 55" or 5X2 70" LED Display with Controller (in Lot)	1		
27	Video Management Software - (in Lot)	1		
28	Video Analytics Solution - (in Lot)	1		
29	NVR/Storage solution for 30 days, 15 FPS @ 1080P resolution for all cameras (in Lot)	1		
30	Operating System, DB and other Software Stack deemed necessary for City Operations (in Lot)	1		
31	Consumables (Electricity, printing, phone etc) (in Lot)	1		
32	Manpower (in Lot)	1		
33	Others			

B. City Specific Applications at KMDS DC

SI.	Specific Applications at KMDS DC		Unit	Total
No.	BOM Line Item	Quantity	Rate	Cost
1	2	3	4	5
Α	Component of Application			
	Year 1			
1.	Operating System	10		
2.	Smart City Software Solution with all inclusive integration with IoT, ICoP, GIS etc (in Lot)	1		
3.	One Touch Mangaluru with Dual Access (in Lot)	1		
4.	Unified Messaging System comprising: Public Address System and/or Variable Messaging System and/or Environmental Sensors (in Lot)	1		
5.	Intelligent Transport Management System / Solid Waste Management System (in Lot)	1		
6.	Disaster Management / Emergency Response System (in Lot)	1		
7.	Others			
	Year 2			
1.	Operating System	10		
2.	Smart City Software Solution with all inclusive integration with IoT, ICoP, GIS etc (in Lot)	1		
3.	One Touch Mangaluru with Dual Access (in Lot)	1		
4.	Unified Messaging System comprising: Public Address System and/or Variable Messaging System and/or Environmental Sensors (in Lot)	1		
5.	Intelligent Transport Management System / Solid Waste Management System (in Lot)	1		
6.	Disaster Management / Emergency Response System (in Lot)	1		
7.	Others			
	Year 3			
1.	Operating System	10		
2.	Smart City Software Solution with all inclusive integration with IoT, ICoP, GIS etc (in Lot)	1		
3.	One Touch Mangaluru with Dual Access (in Lot)	1		
4.	Unified Messaging System comprising: Public Address System and/or Variable Messaging System and/or Environmental Sensors (in Lot)	1		
5.	Intelligent Transport Management System / Solid Waste Management System (in Lot)	1		
6.	Disaster Management / Emergency Response System (in Lot)	1		
7.	Others			
	Year 4			
1.	Operating System	10		
2.	Smart City Software Solution with all inclusive integration with IoT,	1		

	ICoP, GIS etc (in Lot)		
3.	One Touch Mangaluru with Dual Access (in Lot)	1	
4.	Unified Messaging System comprising: Public Address System and/or Variable Messaging System and/or Environmental Sensors (in Lot)	1	
5.	Intelligent Transport Management System / Solid Waste Management System (in Lot)	1	
6.	Disaster Management / Emergency Response System (in Lot)	1	
7.	Others		
	Year 5		
1.	Operating System	10	
2.	Smart City Software Solution with all inclusive integration with IoT, ICoP, GIS etc (in Lot)	1	
3.	One Touch Mangaluru with Dual Access (in Lot)	1	
4.	Unified Messaging System comprising: Public Address System and/or Variable Messaging System and/or Environmental Sensors (in Lot)	1	
5.	Intelligent Transport Management System / Solid Waste Management System (in Lot)	1	
6.	Disaster Management / Emergency Response System (in Lot)	1	
7.	Others		

C. City wide IoT/ICT deployment

SI. No.	BoM Line Item	Quantity	Unit Rate	Total Cost
1	2	3	4	5
A	Component of Application			
	Year 1			
1.	Smart Poles	15		
2.	GPS Devices	300		
3.	RFID Tagging	88000		
4.	RFID Receiver	100		
5.	Fixed Edge based FHD IP Box Camera	60		
6.	PTZ Camera	15		
7.	Air Quality Monitoring Sensor	5		
8.	Access Point	10		
9.	Others			
	Year 2			
1.	Smart Poles	15		
2.	GPS Devices	300		
3.	RFID Tagging	88000		
4.	RFID Receiver	100		
5.	Fixed Edge based FHD IP Box Camera	60		
6.	PTZ Camera	15		
7.	Air Quality Monitoring Sensor	5		
8.	Access Point	10		
9.	Others			
	Year 3			
1.	Smart Poles	15		
2.	GPS Devices	300		
3.	RFID Tagging	88000		
4.	RFID Receiver	100	-	
5.	Fixed Edge based FHD IP Box Camera	60		
6.	PTZ Camera	15		
7.	Air Quality Monitoring Sensor	5		
8.	Access Point	10		

SI. No.	BoM Line Item	Quantity	Unit Rate	Total Cost
9.	Others			
	Year 4			
1.	Smart Poles	15		
2.	GPS Devices	300		
3.	RFID Tagging	88000		
4.	RFID Receiver	100		
5.	Fixed Edge based FHD IP Box Camera	60		
6.	PTZ Camera	15		
7.	Air Quality Monitoring Sensor	5		
8.	Access Point	10		
9.	Others			
	Year 5			
1.	Smart Poles	15		
2.	GPS Devices	300		
3.	RFID Tagging	88000		
4.	RFID Receiver	100		
5.	Fixed Edge based FHD IP Box Camera	60		
6.	PTZ Camera	15		
7.	Air Quality Monitoring Sensor	5		
8.	Access Point	10		
9.	Others			

D. Connectivity Components

No	BoM Line Item	Quantity	Unit Rate	Total Cost
1	2	3	4	5
A	Component of Application			
	Year 1			
1.	10 Mbps connectivity from each of the 15 Smart Poles to the CoC	15		
2.	20 Mbps connectivity between CoC and KMDS DC	1		
3.	10 Mbps connectivity between CoC and Police Control Room	1		
4.	GSM connectivity on GPS devices	300		
5.	4 Mbps internet connectivity on Smart Poles	15		
6.	Others			
	Year 2			
1.	10 Mbps connectivity from each of the 15 Smart Poles to the CoC	15		
2.	20 Mbps connectivity between CoC and KMDS DC	1		
3.	10 Mbps connectivity between CoC and Police Control Room	1		
4.	GSM connectivity on GPS devices	300		
5.	4 Mbps internet connectivity on Smart Poles	15		
6.	Others			
	Year 3			
1.	10 Mbps connectivity from each of the 15 Smart Poles to the CoC	15		
2.	20 Mbps connectivity between CoC and KMDS DC	1		
3.	10 Mbps connectivity between CoC and Police Control Room	1		
4.	GSM connectivity on GPS devices	300		
5.	4 Mbps internet connectivity on Smart Poles	15		
6.	Others			

No	BoM Line Item	Quantity	Unit Rate	Total Cost
	Year 4		Nate	Cost
1.	10 Mbps connectivity from each of the 15 Smart Poles to the CoC	15		
2.	20 Mbps connectivity between CoC and KMDS DC	1		
3.	10 Mbps connectivity between CoC and Police Control Room	1		
4.	GSM connectivity on GPS devices	300		
5.	4 Mbps internet connectivity on Smart Poles	15		
6.	Others			
	Year 5			
1.	10 Mbps connectivity from each of the 15 Smart Poles to the CoC	15		
2.	20 Mbps connectivity between CoC and KMDS DC	1		
3.	10 Mbps connectivity between CoC and Police Control Room	1		
4.	GSM connectivity on GPS devices	300		
5.	4 Mbps internet connectivity on Smart Poles	15		
6.	Others			

9. Annexure 7(a) - Performance Bank Guarantee

Ref:	Date
Bank Guarantee No	
<name></name>	
<designation></designation>	
<pre><addrass> <phone nos=""> <fay nos=""> <fmail id=""></fmail></fay></phone></addrass></pre>	

Whereas, << name of the supplier and address>> (hereinafter called "the Master System Integrator") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for << name of the assignment>> to [Authority] (hereinafter called "the Authority")

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

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at

<Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the 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 7 (b) – Bank Guarantee for Earnest Money Deposit

To,
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

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

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

liability under the guarantee will automatically c	ease.
(Authorized Signatory of the Bank)	
Seal:	
Date:	

11. Annexure 8 - Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder,	, having our principal
place of business or registered office at	, are desirous of bidding for RFP No. <<>>
dated << DD-MM-2018>> "Request for Proposal for Selection	n of System Integrator for Implementation
of Command and Control Centre Components of Mangalu	uru Smart City" (hereinafter called the said
'RFP') to the " $[Authority]$ ", hereinafter referred to as 'Authority	, '
And,	

WHEREAS, the Bidder is aware and confirms that the Authority'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 Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Authority,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to Authority'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 Authority 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 Authority.
- 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 authority;
 - e. Is released from confidentiality with the written consent of the Authority.

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;
- to only make copies as specifically authorized by the prior written consent of the Authority 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 Authority 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 Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

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

- 5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
- 6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority 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 Authority. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority 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 Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority 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 Authority to enable the Authority 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 Authority. 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.

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ror	ana	on	beha	ΙT

of: (BIDDER)

Authorized Signatory Office

Seal: Name: Place:

Designation: Date:

Annexure 9 - Consortium Agreement 12.

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of INR 100 duly attested by notary public] This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among _____(hereinafter referred to as "_") and having office at [Address], India, as Party of the First Part and _____(hereinafter referred as "_") and having office at [Address], as Party of the Second Part and _____ (Hereinafter referred as "______") and having office at [Address], as Party of the Third Part. The parties are individually referred to as Party and collectively as Parties. WHEREAS DIT, Govt. of [State] has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in Request for Proposal for Selection of System Integrator for Implementation of **Command and Control Centre Components of Mangaluru Smart City.** AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship. AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND **DECLARED AS FOLLOWS:**

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

Submit a response jointly to Bid for the "Request for Proposal for Selection of System Integrator for Implementation of Command and Control Centre Components of Mangaluru Smart City" as a Consortium.

Sign Contract in case of award.

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

This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for "Request for Proposal for Selection of System Integrator for Implementation of Command and Control Centre Components of Mangaluru Smart City" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

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

Request for Proposal for Selection of System Integrator for Implementation of Command and Control Centre Components of Mangaluru Smart City
(Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
To ensure the technical, commercial and administrative co-ordination of the work package; To lead the contract negotiations of the work package with the Authority.
The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below: Party A:
Party B:
Party C:
That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
That this MoU shall be governed in accordance with the laws of India and courts in [State] shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.
In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.
(Party of the first part) (Party of the second part) (Party of the third part)
Witness:

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

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]
We, M/s(name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms(Name and residential address) who is presently employed with us and holding the position of _ as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with_(Client) and thereafter till the expiry of the Project Agreement.
We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.
(Add in the case of a Consortium)
Our firm is a Member or Lead bidder of the Consortium of,and
Dated this theday of2018
(Signature and Name of authorized signatory)
(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)
Seal of firm Company
Witness 1: Witness 2:
Notes:
To be executed by all the members individually.
The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so

required the same should be under common seal affixed in accordance with the required procedure.

14. Annexure 11 - Format for Power of Attorney for Lead Bidder of Consortium

-	•	np paper of the appropriate value in accordance with relevant Stamp ne of the company who is issuing the power of attorney]
Whereas	has invited R	FP response for(Name of the Project)
respective name	es and addresses of	tium comprising of M/s, M/sand M/s(the registered offices to be given) are interested in bidding for the in accordance with the terms and conditions contained in the RFF
with all necessa	ry power and authori	bers of the Consortium to designate one of them as the lead member ty to do, for and on behalf of the Consortium, all acts, deeds and things th the Consortium's RFP response for the Project.
NOW THIS POW	ER OF ATTORNEY W	TNESSETH THAT
We, M/s	and M/s	here by designate M/s
Consortium, all of for the Project, in submission of in Client or any other the process of bother Project Agre	or any of the acts, deen ncluding submission of the formation or document ager idding till the Project ement.	m, as the lead member of the Consortium, to do on behalf of the ds or things necessary or incidental to the Consortium's RFP response of the RFP response, participating in meetings, responding to queries ents and generally to represent the Consortium in all its dealings with acy or any person, in connection with the Project until culmination of Agreement is entered into with Client and thereafter till the expiry of eeds and things lawfully done by our said Attorney pursuant to this
•	ey and that all acts, do	eeds and things done by our aforesaid Attorney shall and shall always r Consortium.
Dated this the	day of	2018
(Signature)		
(Name in Block	Letter of Executant) [.	Seal of Company]
Witness 1	Witness 2	Witness 3

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.