



Smart City MISSION TRANSFORM-NATION

# REQUEST FOR PROPOSAL Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT components for Aurangabad smart city

# **Volume I: Instructions to Bidders**

Aug 2018







#### AURANGABAD SMART CITY DEVELOPMENT CORPORATION LIMITED (ASCDCL)

#### **APPOINTMENT OF MASTER SYSTEM INTEGRATOR (MSI)**

FOR

#### SUPPLY, IMPLEMENTATION, INTEGRATION, OPERATION AND MAINTENANCE OF SMART CITY ICT COMPONENTS AT AURANGABAD SMART CITY

**REQUEST FOR QUALIFICATION (RFQ)** 

CUM

**REQUEST FOR PROPOSAL (RFP)** 

Volume I – Instructions to Bidders

August 2018

Aurangabad Smart City Development Corporation Limited (ASCDCL)

Aurangabad Municipal Corporation, Town Hall, Aurangabad-431001, Maharashtra, India

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#### DISCLAIMER

- 1. The information contained in this Request For Qualification (RFQ) cum Request for Proposal document (RFQ CUM RFP) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Aurangabad Smart City Development Corporation Limited (ASCDCL) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ CUM RFP and such other terms and conditions subject to which such information is provided. This RFQ CUM RFP is not an Agreement and is neither an offer nor invitation by ASCDCL to the prospective Bidders or any other person.
- 2. The purpose of this RFQ CUM RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFQ CUM RFP. This RFQ CUM RFP includes statements, which reflect various assumptions and assessments arrived at by ASCDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
- 3. This RFQ CUM RFP may not be appropriate for all persons, and it is not possible for ASCDCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ CUM RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ CUM RFP and obtain independent advice from appropriate sources.
- 4. Information provided in this RFQ CUM RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ASCDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. ASCDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ CUM RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ CUM RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ CUM RFP or arising in any way for participation in this Bid Stage.
- 5. ASCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements

contained in this RFQ CUM RFP. ASCDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ CUM RFP. The issue of this RFQ CUM RFP does not imply that ASCDCL is bound to select a Bidder or to appoint the Successful Bidder JV or Contractor, as the case may be, for the Project and ASCDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority (Aurangabad Smart City Development Corporation Ltd )or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority (Aurangabad Smart City Development Corporation Ltd) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

# Definitions/Acronyms

Sr. No.	Term/Acronyms	Description	
1	AAA	Authentication, authorization, and accounting	
2	ANPR	Automated Number Plate Recognition	
3	ASCDCL	Aurangabad Smart City Development Corporation Ltd	
4	AMC	Aurangabad Municipal Corporation	
5	AP	Access Point	
6	AVLS	Automated Vehicle Locator System	
7	Bid	Offer by Bidder to fulfil the requirement of ASCDCL for an agreed price. It shall be a comprehensive technical and commercial agreed price and response to the RFQ CUM RFP	
8	BOM	Bill of Material	
9	ССС	Command and Control Centre	
10	CCTV	Closed Circuit Television	
11	Consortium	A consortium consists of multiple members (not more than five parties - Lead Bidder + 4 Consortium members) entering into a Consortium Agreement for common objective of satisfying ASCDCL requirements & represented by lead member of consortium, designated as a "Lead Bidder".	
12	СОР	Common Operating Platform	
13	DBA	Database Administrator	
14	DC	Data Center	
15	DCP	Deputy Commissioner of Police	
16	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFQ CUM RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design,process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.	
17	DIT	Directorate of Information Technology	
18	DNS	Domain Name Server	
19	DR	Disaster Recovery	

Sr. No.	Term/Acronyms	Description
20	Effective Date	Date on which Contract Agreement for this RFQ CUM RFP
20		comes into effect
21	EMD	Earnest Money Deposit
22	EMS	Enterprise Management System
23	ETA	Estimated Time of Arrival
24	ETD	Estimated Time of Departure
25	E-Procurement portal	means electronic tendering system of ASCDCL
26	FRS	Functional Requirement Specifications
27	GI Pipes	Galvanized iron Pipes
28	GIS	Geographical Information System
29	GoK	Government of Maharashtra
30	GPRS	General Packet Radio Service
31	GPS	Global Positioning System
32	GSM	Global Systems for Mobile Communications
33	GUI	Graphical User Interface
34	HDPE	High-Density Polyethylene
35	НО	Head Office
36	ICT	Information and Communication Technology
37	IDS	Intrusion Detection System
38	IOE	Internet of Everything
39	IP	Internet Protocol
40	IPS	Intrusion Prevention System
41	ITIL	Information Technology Infrastructure Library
42	LAN	Local Area Network
43	LED	Light Emitting Diode
44	LOI/LOA	Letter of Intent/Letter of Award
45	MoU	Memorandum of Understanding
46	MTBF	Mean Time Between Failures
47	MTTR	Mean Time to Repair
48	MUX	Multiplexer
49	NFC	Near Field Communication
50	NIC	National Informatics Centre
51	Corp	Aurangabad Municipal Corporation to manage the networks.
52	Non-Compliance	means failure/refusal to comply with the terms and conditions of the tender
53	Non-responsive	means failure to furnish complete information in a given format and manner required as per the tender documents

Sr. No.	Term/Acronyms	Description	
		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	
54	0&M	Operations & Maintenance	
55	OEM	Original Equipment Manufacturer	
56	OFC	Optical Fibre Cable	
57	OGC	Open Geospatial Consortium	
58	OS	Operating Systems	
59	OTP	One Time Password	
60	PA System	Public Address System	
61	PDU's	Power Distribution Units	
62	PIS	Passenger Information System	
63	PoE	Power over Ethernet	
64	РоР	Points of Presence	
65	PTZ	Pan Tilt Zoom	
66	QR Code	Quick Response Code	
67	Required Consents	Consents, waivers, clearances and licenses to use ASCDCL	
		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;	
68	RF	Radio Frequency	
69	RFID	Radio Frequency Identification	
70	RFP	Request for Proposal	
71	RFQ	Request For Qualification	
72	RLVD	Red Light Violation Detection	
73	RoW	Right of Way	
74	RPO	Recovery Point Objective	
75	RTO	Recovery Time Objective	
76	Service Level	Level of service and other performance criteria which will	
		apply to the Services delivered by the Bidder;	
77	MSI	Master System Integrator	
78	SLA	Service Level Agreement; Performance and Maintenance	
		SLA executed as part of this Master Service Agreement;	
79	SNMP	Simple Network Management Protocol	

Sr. No.	Term/Acronyms	Description
	01 4 D C	
80	SMPS	Switched Mode Power Supply
81	SOP	Standard Operating Procedure
82	SOS	Save Our Souls. SOS is international Morse code distress
		signal
83	Successful Bidder	Bidder who is qualified & successful in the bidding process
		and is awarded the work
84	TRAI	Telecom Regulatory Authority of India
85	TRS	Technical Requirement Specifications
86	UPS	Uninterruptible Power Supply
87	URL	Uniform Resource Locator
88	VA	Video Analytics
89	VaMS	Variable Message System
90	VCA	Video Content Analytics
91	VLAN	Virtual Local Area Network
92	VMS	Video Management Software/System
93	WAN	Wide Area Network

# **1.** Introduction

# 1.1. Background

The Ministry of Home and Urban Affairs (MoHuA), Government of India (GoI) has rolled out Smart City Mission (SCM). Aurangabad is one of the Urban Local Bodies (ULBs) selected under the competition of SCM based on the Smart City Plan (SCP) submitted by the City through Government of Maharashtra (GoM). Objective of the Smart Cities Mission is to drive economic growth and improve the quality of life of people by enabling local area development and harnessing technology, especially technology that leads to Smart outcomes. Area- based development will transform existing areas (retrofit and redevelop), including slums, into better planned ones, thereby improving liveability of the whole City. New areas (greenfield) will be developed around cities in order to accommodate the expanding population in urban areas.

# **1.2.** Need for Present Assignment & Brief Scope of Work

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

S.No.	Component	Description
1	City Communication Network	• MSI shall use communication (OFC) network of a Service Provider in Aurangabad for the smart city project.
		<ul> <li>MSI shall make a detailed survey of communication (OFC) network of a Service Provider &amp; electrical supply network availability of MSEDCL and GIS mapping of proposed locations of all CCTV cameras, Smart Bus Stops, IoT Sensors (Environment, etc.), Wi-Fi spots, Display Signage, Traffic Lights, Solid Waste Management Infrastructure, etc. in order to complete the various components of the Smart City project in Aurangabad.</li> </ul>

S.No.	Component	Description
2	City Surveillance	<ul> <li>Command and Control Centre (CCC) for Police shall be the nerve centre of City Surveillance, Traffic Management and Enforcement system.</li> </ul>
		• The CCC shall be ergonomically designed with area for video wall, operators, offices, conference room, all other amenities, etc.
		• MSI shall create synergies between the CCC & OCC by using an integrated architecture
		• MSI shall setup Data Centre, Disaster Recovery Center. CCTV based video surveillance shall be security enabler to ensure public safety
		<ul> <li>MSI shall install CCTV cameras at various location across the city for surveillance. along with Public Address System and Variable Message Signboard (VMS), Emergency Call Box/Panic Box System, etc.</li> </ul>
3	City Operation Command Centre (OCC) for AMC	<ul> <li>City Operations Command Centre shall be the nerve centre for management and monitoring of all based ICT based Smart City components such Solid Waste Management system, smart street lighting control system, Wi-Fi, Smart Transport, Smart Bus Stops, CCTV Surveillance, Digital Signages, IoT Sensors (Environment, etc.), and PIS and all other smart city applications will be integrated, and centrally monitored, tracked and managed from the Operations Command Centre</li> </ul>
		• The OCC shall be ergonomically designed with area for video wall, operators, offices, conference room, all other amenities, etc.
		• MSI shall setup Data Centre, Disaster Recovery Center & Data Backup storage facility
		<ul> <li>MSI shall create synergies between the CCC &amp; OCC by using an integrated architecture</li> </ul>
4	Biometric	<ul> <li>MSI shall install Biometric (Face Recognition &amp; Fingerprint</li> </ul>
	Attendance System	based) attendance system for employees of AMC/ ASCDCL
5	Smart Transport	• MSI shall install Smart Bus Stops with Digital signage, Solar
	System & Smart Bus	PV panel, Passenger Information System (PIS), Wi-Fi spots,
	Stops	

including m, Fleet or Public	
or Public	
/ based	
ations in	
the city and at Smart Bus Stops MSI shall install Outdoor Digital Display Signage in public places like railway station, airport, mall, tourist places, bus stops etc. to display city information, tourist place video or live streaming of city event or broadcast from CCC/OCC	
MSI shall install GIS/GPS enabled Solid Waste Management System to provide end to end management & monitoring of garbage collection	
MSI shall develop a Mobile Application and Website/Portal integrating all the components of smart city projects to provide a platform for citizen services, complaint/ grievance management along with payment gateway integration for payment through the mobile application and website/portal.	
MSI shall integrate the following systems with the City Operation Command Centre:	

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. RFQ CUM RFP Format

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

- i. **RFQ CUM RFP Volume I: Instruction to Bidders:** Volume I details the instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms.
- ii. RFQ CUM RFP Volume II: Scope of work including Functional & Technical Specifications: Volume II of the RFQ CUM 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.
- iii. **RFQ CUM RFP Volume III: Master Service Agreement:** Volume III contains the contractual, legal terms & conditions applicable for the proposed engagement.

Sr. No.	ltem	Description
1	Method of Selection	Method of selection shall be Quality & Cost Based Syestem (QCBS). Contract will be awarded to the bidder quoting highest 'combined evaluation score' post technical qualification. Prices inclusive of any applicable taxes, levies etc. will be considered for arriving at L1 price.
2	Availability of RFQ CUM RFP Documents	Download from <u>www.mahatenders.gov.in</u> www.aurangabadmahapalika.org
3	Date of RFQ CUM RFP Issuance	2 <sup>nd</sup> August 2018
4	Tender Processing Fee (Non- refundable)	INR 50,000 (Fifty Thousand only) through e- Procurement portal
5	Bid Security/Earnest Money Deposit (EMD)	<b>INR one Crore Only. (INR 100,00,000/-)</b> through e-Procurement portal or by Bank Guarantee (as per format attached in Annexure 7.2)
6	Last date / time for Submission of Pre-bid Queries	10 <sup>th</sup> August 2018;16:00Hrs
7	Pre-Bid Conference Time, Date& Venue	13 <sup>th</sup> August 2018; 11:00 Hrs, Venue: Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001

# 1.4. Schedule of Bidding Process

Sr. No.	ltem	Description
8	Posting of responses to queries	www.aurangabadmahapalika.org
9	Last Date and time for Bid/Bid submission (On or before)	6 <sup>th</sup> Sepember 2018, 16:00Hrs
10	Date, Time, & Venue for Submission of Hard Copy of Technical Bid	6 <sup>th</sup> September 2018, 16:00 Hrs., Venue: ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001
11	Date, time for Opening of Pre- Qualification Bids	7 <sup>th</sup> Septmber 2018, 16:00Hrs
12	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
13	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
14	Name and Address for Correspondence	ASCDCL Office, Near War Room, Ambedkar Research Center, Aam Khaas Maidan, Aurangabad. 431001
15	Submission Type	Open Tender, through e-Tendering system www.mahatenders.gov.in
16	Payment terms	Payments to MSI, after successful completion of the target milestones (including specified project deliverables), shall be made as mentioned in Clasue 12 in Volume III of this RFP
17	Lquidated damages	A sum equivalent to 0.1 % per week or part thereof of contract value for a milestone/quarter subject to maximum of 10% of the contract value. (for details please refer clause 28 of Volume III of this RFP

## 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 ASCDCL's requirements. Bidders and recipients of this RFQ CUM RFP may wish to consult their own legal advisers in relation to this RFQ CUM RFP.
- b) All information supplied by Bidders as part of their bids in response to this RFQ CUM RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the ASCDCL based on this RFQ CUM 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 ASCDCL. Any notification of preferred bidder status by ASCDCL shall not give rise to any enforceable rights by the Bidder. ASCDCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of ASCDCL.
- d) Bids shall be received by the ASCDCL on the e-Procurement portal <u>www.mahatenders.gov.in</u> before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Maharashtra, the offers will be received up to the appointed time on the next working day. The ASCDCL may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- e) Telex, cable or facsimile offers will be rejected.

## 2.2. Eligible Bidders

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

- a) **Sole Bidder:** The Sole Bidder must be a System Integrator company which has the capabilities to deliver the entire scope as mentioned in the RFQ CUM RFP. The Sole Bidder cannot bid as a part of any other consortium bid under this RFQ CUM RFP.
- b) Consortium of Firms: Bids can be submitted by a consortium of firms. A consortium should not consist of more than 5 (Five) parties (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFQ CUM RFP. The Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of

Consortium Members needs to be declared in the bid which cannot be changed by the bidder later on. The Lead Bidder will be responsible for:

- i. The management of all Consortium Members who are part of the bid, and
- ii. The supply, delivery and installation of all products and services submitted in their bid and as part of the contract
- c) Bids submitted by a consortium should comply with the following requirements also:
  - i. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder
  - ii. Any of the Lead Bidders cannot be a Consortium Member with another bidder in a separate bid
  - iii. Internal arrangement between the Consortium Members is left to the bidders. It is the responsibility of the lead Bidder to ensure that all the other Consortium Members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified
  - iv. The proposal shall include a brief description of the roles and responsibilities of all the partners of the Joint Venture / Consortium.

# **2.3.** Compliant Bids/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFQ CUM RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFQ CUM RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the bid noncompliant and the Bid may be rejected. Bidders must:
  - i. Include all documentation specified in this RFQ CUM RFP, in the bid
  - ii. Follow the format of this RFQ CUM RFP while developing the bid and respond to each element in the order as set out in this RFQ CUM RFP
  - iii. Comply with all requirements as set out within this RFQ CUM RFP.

# 2.4. Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFQ CUM 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 ASCDCL 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 ASCDCL.

#### 2.6. Pre-bid meeting & Clarification

#### a) Bidders Queries

- i. Any clarification regarding the RFQ CUM RFP document and any other item related to this project can be submitted to ASCDCL as per the submission mode and timelines mentioned in the Schedule of Bidding Process.
- ii. The pre-bid queries should be submitted in excel sheet format, along with relevnt justification, and with name and details of the organisation submitting the queries.
- iii. ASCDCL 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 ASCDCL.
- iv. Bidders must submit their queries as per the format mentioned in Annexure 1.

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

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

## 2.7. RFQ CUM RFP Document Fee

- a) RFQ CUM RFP can be downloaded from the website URL mentioned in the Schedule of Bidding Process.
- b) Tender Processing Fee as indicated in the e-procurement portal shall be paid online through e-Procurement portal. The tender fee shall be non-refundable.
- c) Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

## 2.8. Earnest Money Deposit (EMD)

- a) The Bidder shall furnish, as part of his tender, Earnest Money Deposit of *INR* 1,00,00,000/- (INR One Crore only). This Earnest Money Deposit shall be in in the form of Bank Guarantee as per Annexure 7.2 No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.
- b) For unsuccessful bidders, Bid security of all unsuccessful bidders would be refunded within 2 months without interest by ASCDCL after the submission of Performance Bank Guarantee by the successful Bidder.
- c) For Successful bidders, Bid security would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.
- d) In case bid is submitted without the bid security then ASCDCL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder/s concerned.
- e) The EMD may be forfeited in any of the following circumstances:
  - i. If a bidder withdraws its bid during the period of bid validity.
  - ii. 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 RFQ CUM RFP.

## 2.9. Bid Validity Period

Bid shall remain valid for the time period mentioned in the Schedule of Bidding Process.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

a) A four cover system shall be followed. Pre–Qualification, Technical and Commercial Offers shall be uploaded separately through the e - Procurement portal.

Document Set	Name of the Document	Content
	RFQ CUM RFP Document	<ul> <li>RFQ CUM RFP Document Fee Receipt</li> </ul>
One	Fee & Bid Security /Earnest	<ul> <li>Bid Security/EMD Receipt</li> </ul>
	Money Deposit (EMD)	
Two		<ul> <li>Pre-Qualification bid as per Annexure</li> </ul>
		2.1 & 2.2 along with the required
		supporting documents
	Pre-Qualification Bid	<ul> <li>No deviation certificate as per Annexure</li> </ul>
		2.5
		<ul> <li>Total Responsibility declaration as per</li> </ul>
		Annexure 2.6
		<ul> <li>Technical Bid</li> </ul>
Three	Technical Bid	<ul> <li>Response to FRS &amp; TRS</li> </ul>
		<ul> <li>Masked Commercial Bid</li> </ul>
Four	Financial Bid	Commercial Bid

b) Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.

c) Failure to submit the bid before the submission deadline specified in the Schedule of Bidding Process would cause a bid to be rejected.

d) ASCDCL will not accept delivery of bid by fax, e-mail or in person and shall only be through e-procurement portal of GoM.

## 2.11. Bid Formats

#### 2.11.1. Pre-Qualification Bid Format

Sr. No.	Section Heading	Details
1	Pre-qualification checklist	As per format provided in Annexure 2.1
2	Pre-Qualification Bid Covering Letter	As per format provided in Annexure 2.2
3	Consortium Agreement	As per format provided in Annexure 9- Consortium Agreement of this Volume
4	About Bidder	As per format provided in Annexure 2.3 of this document.
5	Legal	Copy of Certification of Incorporation/Registration Certificate PAN Card GST Registration As per Pre-qualification criteria – clause 3.5
6	Annual Turnover	Details of annual turnover with documentary evidence. <i>As per Pre-qualification criteria clause</i> <i>3.5</i>
7	Net worth	Details of net worth with documentary evidence. As per Pre-qualification criteria – clause 3.5
8	Certification	Relevant ISO certification <i>As per Pre-qualification criteria – clause</i> 3.5
9	Self-certificate for non- blacklisting clause	As per format provided in Annexure 2.4 As per Pre- qualification criteria – clause 3.5
10	Power of Attorney	Documentary evidence as per format provided in Annexure 10 & Annexure 11
11	Project Experience	Citation details of projects as per format in Annexure 2.7 and 3.4, as applicable. As per Pre- qualification criteria
12	No Deviation Certificate	As per format provided in Annexure 6.5
13	Total responsibility certificate	As per format in Annexure 6.6

#### 2.11.2. Technical Bid Format

Sr. No.	Section Heading	Details
1	Technical Bid Checklist	As per format provided in Annexure 3.1
2	Technical Bid Covering Letter	As per format provided in Annexure 3.2
3	About Bidder	Details about bidder (whether sole bidder or
		consortium)
		Bidder's General Information as required in
		Technical Criteria
4	Understanding	Details as required in Technical Criteria
5	Solution proposed	Details as required in Technical Criteria
6	Project/credential summary	As per format provided in Annexure 3.3
7	Bidder's Experience	Project citation as per format provided in Annexure
		3.4 and supporting documentary evidences and Self-
		certifications as per format in Annexure 2.7 as
		applicable
8	Project Plan and Resources	Project plan as per format provided in Annexure
		3.5.2 Manpower Plan as per format provided in
		Annexure 3.5.3 (I & II)
		Summary of resources as per format provided in
		Annexure 4.1
		CV of resources as per format provided in Annexure
		4.2
9	Compliance to Requirement	As per format provided in Annexure 4.3
	(Technical / Functional	
	Specifications)	
10	Proposed Bill of materials	As per format provided in Annexure 5
11	Manufacturers'/Producers	As per format provided in Annexure 5.1
	Authorization Form	
12	Anti Collusion Certificate	As per format provided in Annexure 5.2
12	Non-disclosure agreement	As per format provided in Annexure 8

#### 2.11.3. Commercial Bid Format

The Bidder must submit the Commercial Bid is the formats specified in Annexure 6.

Sr. No.	Annexure Heading	Details
1	Total Price Summary	As per format provided in Annexure 6.1
2	Price component for CAPEX	As per format provided in Annexure 6.2
3	Price component for OPEX	As per format provided in Annexure 6.3

#### 2.12. Language

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

## 2.13. Authentication of Bids

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

## 2.14. Amendment of Request for Proposal

- a) At any time prior to the due date for submission of bid, ASCDCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFQ CUM RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFQ CUM RFP document. The relevant clauses of the RFQ CUM RFP document shall be treated as amended accordingly.
- b) It shall be the responsibility of the prospective bidder(s) to check the ASCDCL's website from time to time for any amendment in the RFQ CUM RFP document. In case of failure to get the amendments, if any, ASCDCL shall not be responsible.
- c) In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, ASCDCL, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of ASCDCL.

#### 2.15. Bid Price

- a) Commercial Bid shall be as per the format provided in Annexure 7. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between ASCDCL and the Bidder.
- b) 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.
- c) Prices quoted by the Bidder for unit rates shall remain firm during the entire contract period and not subject to price variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

#### 2.16. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFQ CUM RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure 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 Annexure 2.6.

#### 2.18. Late Bids

- a) Late submission will not be entertained and will not be permitted by e-Procurement Portal.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) ASCDCL shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.
- d) ASCDCL reserves the right to modify and amend any of the above-stipulated condition/criterion.

#### 2.19. Right to Terminate the Process

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

#### 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 RFQ CUM RFP.
- b) If a bid does not follow the format requested in this RFQ CUM RFP or does not appear to address the requirements of the solution.

## 2.21. Acceptance/Rejection of Bids

- a) ASCDCL reserves the right to reject in full or part, any or all bids without assigning any reason thereof. ASCDCL reserves the right to assess the Bidder's capabilities and capacity. The decision of ASCDCL shall be final and binding.
- b) Bid should be free from overwriting. All erasures, correction or addition must be clearly written both in words and figures and attested.
- c) In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, ASCDCL reserves the right to reject the Bid and forfeit the EMD. If there is any discrepancy in the commercial bid, it will be dealt as per the following:
  - i. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
  - ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - iii. If there is a discrepancy between words and figures, amount in words shall prevail.
  - iv. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder must send his acceptance on the above lines and if the bidder does not agree to the decision of ASCDCL, the bid is liable to be disqualified.

## 2.22. Confidentiality

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

## 2.23. Concept Design of Smart Bus Stops

ASCDCL is going to innovate on the project by using Smart Bus Stops as the most visible element of the Smart City Project. Component 6 of the RFQ CUM RFP encourages Bidder to provide Three (3) designs of Smart Bus Stops. ASCDCL reserves the right to use any of the designs from any of the submitted bids and get it implemented through the overall winning Bidder. The winning Bidder will have to get into a commercial arrangement (that is mutually acceptable) with the owner of the IP of the chosen design.

# 2.24. 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 RFQ CUM RFP:

- a) During validity of the bid, or its extended period, if any, the bidder changes its quoted prices
- b) Bidder's bid is conditional and has deviations from the terms and conditions of RFQ CUM RFP
- c) Bid is received in incomplete form
- d) Bid is not accompanied by all the requisite documents
- e) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f) Financial bid is enclosed with the same document as technical bid.
- g) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

- h) In case the Lead bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.
- i) If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified .

#### 2.25. Key Personnel

ASCDCL has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as "key personnel"). Details of these key positions are provided in clause 3.9.

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

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

#### b) Evaluations

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

#### c) Replacement

- i. In case any proposed resource resigns, then the Bidder has to inform ASCDCL within one week of such resignation.
- ii. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to ASCDCL.
- iii. Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide ASCDCL with:

- a resume, curriculum vitae and any other information about the candidate that is reasonably requested by ASCDCL; and
- an opportunity to interview the candidate.
- iv. The bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFQ CUM RFP.
- v. If ASCDCL 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 RFQ CUM RFP.
- vi. The bidder needs to ensure at least 4 weeks of overlap period in such replacements. ASCDCL will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the bidder due to resource replacement.

#### d) High Attrition

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

#### 2.26. 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 RFQ CUM RFP, ASCDCL 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,

ASCDCL 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 preestimated compensation and damages payable to ASCDCL for, inter alia, time, cost and effort of ASCDCL, in regard to the RFQ CUM RFP, including consideration and evaluation of such Bidder's Bid.

- b) Without prejudice to the rights of ASCDCL under Clause above and the rights and remedies which ASCDCL may have under the LOI or the Agreement, if a Bidder is found by ASCDCL 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 RFQ CUM RFP issued by ASCDCL during a period of 3 years from the date such Bidder is found by ASCDCL to have directly or through an agent, engaged or indulged in any Prohibited Practices.
  - a) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
    - "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly i. orindirectly, 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 ASCDCL 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 ASCDCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of ASCDCL in relation to any matter concerning the Project;
    - *ii. "fraudulent practice" means a misrepresentation or omission of facts ordisclosure 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 ASCDCL 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 orarrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

# 2.27. 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, ASCDCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to ASCDCL for, inter alia, the time, cost and effort of ASCDCL including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to ASCDCL hereunder or otherwise.
- b) ASCDCL requires that the bidder provides solutions which at all times hold ASCDCL'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 ASCDCL.

## 2.28. Sub-Contracting

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

- a) Fibre optic network build, other cabling and fixtures work, and all civil work during implementation
- b) Facility Management Staff at Command Control Center & City Operation Center. Subcontracting shall be allowed only with prior written approval of ASCDCL. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay /error/noncompliance 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 ASCDCL before finalizing such arrangements.

## 2.29. Inclusion of MSMEs in Project Delivery

Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project and products and services that support the Make-in-India initiative of the GOI. One MSME with relevant skills is mandatory as part of the consortium. Activities that can be sub-contracted to MSME/MSE partners are restricted to those defined under Sub-Contracting Clause 2.28 above.

#### 2.30. Eligible Goods and Services and OEM Criteria:

- a. For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- c. The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 years as on the date of release of the RFQ CUM 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 RFQ CUM RFP.
- e. The OEM for all active components should give a declaration that products or technology quoted are neither end of- sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- f. The proposed OEM should have installed base of at least 20% of the quoted product or technology.
- g. Bidder must quote products in accordance with above clause "Eligible goods and related services.
- h. Bidder's solution shall adhere to the model framework of cyber security requirements set for Smart City (K-15016/61/2016-SC-1, Government of India, and Ministry of Urban Development).

- i. The City Operations Platform proposed by the Bidder must be operational in atleast one City at the time of bidding with at least three relavant use cases as applicable for Aurangabad city requirement.
- j. Bidder can provide single or Integgrated OCC/CCC. Additional weightages would be given if the OCC /CCC platform is listed in the "Navigant Research Leaderboard Report". However listig in Navigant Research Leaderboard Report is not mandatory for qualification.
- k. OCC /CCC software OEM should have 24x7x365 Technical Assistance Support Center (TASC) in India. TASC should provide online website and phone number to register service request that can be raised by partner and customer.
- I. The OEM of each product or technology should have quality certifications like ISO 9001:2000 & ISO 14001 or equivalent.
- m. 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.
- n. 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.
- o. Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal by the Bidder.
- p. The OEM for all active components should give adeclaration that products or technology quoted areneither end of- sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- q. FAT (factory Acceptance Test ) must be carried out by bidder/OEM for all the products they are proposing.
- r. Boarding/lodging and travelling of 3 persons from client/representative side including air ticket should be borne by MSI.
- s. Third Party inspection from pertinent govt organization must be carried out by Bidder before installing the product.

## 2.31. Right to vary quantity

At the time of award of contract and post award of work , the quantity of goods, works or services originally specified in the bidding documents may be increased.
 It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents. In the event, either the goods, works or services for which variation is sought after award of work then the same shall be done through Change Request Note. The CRN will be evaluated by a Third Party

Committee formed by the Employer and the decision of the Committee will be final on the scope and rate.

- b. If the ASCDCL 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.

# 2.32. 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.

# 2.33. Site Visit

- a. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b. ASCDCL may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFQ CUM RFP. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

## 3. Selection Process for Bidder

## 3.1. Opening of Bids

- a. The Bids shall be opened by ASCDCL 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 ASCDCL from the bidder firms to identify that they are bonafide representatives of the bidder firm, for attending the opening of bid. There will be three bid-opening events:
  - STAGE 1 (RFQ CUM RFP Document fee & Bid Security/EMD) and (Pre-Qualification bid)
  - STAGE 2 (Technical bid)
  - STAGE 3 (Commercial bid)
- b. Venue, date and time for opening the Pre-qualification bid are mentioned in the Schedule of Bidding Process.
- c. The date and time for opening of Technical & Commercial bid would be communicated to the qualified bidders.
- d. Technical Bids of only those bidders will be opened who clears Pre-qualification stage.
- e. The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

## 3.2. Preliminary Examination of Bids

ASCDCL 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 non-responsive for any reason or not meeting any criteria specified in the RFQ CUM RFP, shall be rejected by ASCDCL and shall not be included for further consideration. Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a) Not submitted in format as specified in the RFQ CUM RFP document
- b) Received without the Letter of Authorization (Power of Attorney)
- c) Received without paying tender fee
- d) Found with suppression of details
- e) With incomplete information, subjective, conditional offers and partial offers submitted
- f) Submitted without the documents requested

- g) Non-compliant to any of the clauses mentioned in the RFQ CUM RFP
- h) With lesser validity period

#### 3.3. Clarification on Bids

During the bid evaluation, ASCDCL 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**

ASCDCL shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFQ CUM RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids. The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

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

#### Stage 1: Pre-Qualification

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

the Pre-Qualification evaluation stage and after Performance Bank Guarantee (PBG) is submitted by successful bidder.

#### **Stage 2: Technical Evaluation**

- a) "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
- b) ASCDCL will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at ASCDCL's discretion.
- c) The bidders' technical solutions proposed in the bid document shall be evaluated as per requirements specified in RFQ CUM RFP and technical evaluation framework as mentioned in clause 3.6.
- d) Bidders submit in detailed "Approach & Methodology & Solutions proposed "
- e) The project experience of named OEM Vendors can be used by Lead Bidder or Consortium members however the OEM cannot be changed during the contract.
- f) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70 or more and minimum 50% in each section of the Technical Evaluation Framework as given in clause 3.6 will qualify for financial/commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

#### **Stage 3: Commercial Evaluation**

- a. All technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b. Commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at ASCDCL's discretion.
- c. Commercial Bids that are not as per the format provided in Annexure 6 shall be liable for rejection.
- d. Normalized Commercial Score of a Bidder = {Lowest Total Cost of Bid ( TCB)/ Bidders TCB} X 100 (adjusted to 2 decimal)

Bidders	Total Cost of Bid (TCB)	Calculation	Normalized Commercial Score
Bidder-1	110	(110/110)*100	100.00
Bidder-2	140	(110/140)*100	78.57
Bidder-3	160	(110/160)*100	68.75
Bidder-4	130	(110/130)*100	84.61
Bidder-5	150	(110/150)*100	73.33

#### Example:

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

#### Stage 4: Final score calculation through QCBS

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

Technical: 80%

Commercial: 20%

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

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

#### Example:

The bidder with the highest Final score shall be treated as the Successful bidder. In the above example, Bidder-4 will be treated as successful bidder.

In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

# 3.5. Pre-Qualification Criteria

Sr.	Pre-Qualification Criteria	Documentary Evidence
No.		
1	The Sole Bidder or, in case of a consortium, the Lead Bidder and each of the members of the consortium should be registered under Companies Act, 1956 /2013 or as amended. The Sole Bidder or the Lead bidder in case of a consortium should be in operation in India for a period of at least 10 years as on 31st March 2018. In case of a Consortium, each of the consortium member other than the Lead Bidder should be in operation in India for a period of at least 3 years as on 31st March 2018.	<ul> <li>For Companies with Indian origin certificate of Incorporation / Registration under Companies Act, 1956/2013</li> <li>For Global Players, Equivalent certificate in the country of incorporation</li> <li>PAN card</li> <li>GST registration</li> <li>A written undertaking from each of the consortium members, in case of a consortium, duly signed by the authorised signatory, holding a written special power of attorney for this bid on a stamp paper, authorising the lead bidder incur liabilities and receive instructions for and on behalf of any and all consortium members, and the entire execution of the Contract, including but not limited to payments.</li> <li>Memorandum and Articles of Association</li> <li>Consortium agreement clearly stating the roles and responsibilities of each member</li> </ul>
2	The Sole Bidder or the Lead Bidder of consortium should have an average annual turnover of minimum INR 150.00 Crores with minimum average turnover of INR 75 crores from atleast one of the "specific business areas" mentioned below over the last three financial years and, in case of a Consortium, the average annual turnover for each of the consortium members other than the Sole Bidder or the Lead Bidder over the last three Financial Years should be INR 5.00 crore or more from one or more of	<ul> <li>Audited financial statement for last 3 audited years</li> </ul>

Sr. No.	Pre-Qualification Criteria	Documentary Evidence
	the "specific business areas"	
	mentioned below.	
	Specific Business Areas	
	<ul> <li>ICT Infrastructure</li> </ul>	
	<ul> <li>Telecom Infrastructure</li> </ul>	
	<ul> <li>IT System Integration Services</li> </ul>	
3	The Sole Bidder or the Lead Bidder	Certificate from the statutory auditor/
	should have positive net worth as	Company secretary clearly specifying the Net
	per the audited consolidated	worth for ICT projects for the specified year
	financial statements in each of the	to be provided.
	last 3 financial years	
	For this criterion, net worth of only	
	the bidding entity will be considered	
4	As on date of the submission of the	Sole Bidder or Lead Bidder and all other
	proposal, the bidder and the	Members of Consortium should provide
	consortium members should not be	Legal Attorney certified letter of undertaking
	black listed by any Government	to this effect on the letter head.
	body globally.	
5	A) The Sole Bidder or the Lead	Copies of valid certificate in the name of
	bidder of consortium, in case of	bidding entity
	a Consortium, should possess	
	any one of the below	
	Certifications which are valid at	
	the time of bidding:	
	<ul> <li>ISO 9001:2008</li> </ul>	
	■ ISO 20000:2011 for IT	
	Service Management	
	ISO 27001:2013 for	
	Information Security	
	Management System	
	Or any Other Equivalent	
	Certification	
	B) The sole Bidder or any of the	
	Consortium partners	
	responsible for the pertinent	
	contribution shall possess	
	CMMi process level 3 or above	
	certification.	

Sr.	Pre-Qualification Criteria	Documentary Evidence
No.		
6	Sole Bidder or any of the consortium	Copies of Work Order, Work Completion
	member should have experience in	certificate by Client Entity (on Client Entity
	implementing at least two of the	letterhead) and other relevant documents
	following sectors having a minimum	clearly highlighting the Scope of Work, Bill of
	value of INR 5 Crs per project	Material and Value of Contract.
	(excluding civil works) during last 7	
	years	
	<ul> <li>CCTV based Surveillance System</li> </ul>	
	<ul> <li>City Operation Command</li> </ul>	
	Centre / Control and Command	
	Centre	
7	The Bidder or the Lead Bidder in	Address of the office in Aurangabad or
	case of Consortium shall have an	Undertaking by Authorized Signatory of
	office in Aurangabad or shall furnish	Bidder or Lead Bidder.
	an undertaking that the Bidder or	
	lead Bidder in case of Consortium	
	shall establish an office within 30	
	days of Signing of the Contract. The	
	office shall be maintained during	
	the entire duration of the Contract.	

## **3.6.** Technical Evaluation Framework

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

Sr. No.	Evaluation Criteria	Total Marks	Minimum Sectional Qualifying Marks
Α.	Project Experience	30	15
В.	Industrial Design & Innovation	10	5
C.	Approach & Methodology, Solutions proposed	20	10
D.	Proposed resources	Proposed resources 10	
E.	Technical Presentation & Proof of Concept	30	15
Overall Technical Score		100	

**Note**: Qualification criteria for technical evaluation and progression to commercial evaluation stage.

Minimum allotted marks in each section as given in the table above

AND

Minimum 70% (70 marks) of the overall technical score total.

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

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

# 3.7. Technical Bid Criteria & Evaluation

Sr. No.	Criteria Category	Evaluation criterion Details		Max Marks Allotted	Supporting Documents required
Α	PROJECT EXPERIENCE			30	
A.1	Bidders competence	Bidder (Lead Bi	dder in case of		Relevant
	executing large ICT	Consortium)	should have		Client
	projects	experience in exe	cuted ICT projects		Certificate
		worth at least INI	R 60 Crore.		
		Project Cost	% of Max Marks Allotted	5	
		More than INR 100 Crore	100 %	5	
		INR 75 to 100 Crore	75 %		
		INR 60 to 75 Crore	50 %		
A.2	Bidders competence	Bidder (any consortium member)			
	executing – Public	should have	experience in		
	Address System (&	executing a pro	oject that entails		
	or)Variable Messaging	public add	ress system		
	System (& or)	boxes,variable	message		
	enviornmental		iental sensors in a	5	
	sensors	city.			
		Number of	% of Max Marks Allotted		
		Projects >4	100 %		
		=3	75 %		
		=3	50 %		
A.3	Bidders competence		sortium member)		
	executing – RFID	should have	experience in		
	based Smart Transport	executing a pro	ject that entails		
	with GEO tagging of				
	bus routes	minimum 50 vehicles in a single		_	
		project		5	
		Number of	% of Max Marks		
		Projects	Allotted		
		>4	100 %		
		=3	75 %		
		=2	50 %		

Sr. No.	Criteria Category	Evaluation cr	Evaluation criterion Details		Supporting Documents required
A.4	Bidders competence	Bidder (any consortium member)			
	executing – City	should have	experience in		
	Survellience System	executing a pro	ject that entails		
		Adaptive Signal N	lanagement for at		
		least 10 signal ju	nctions in a single		
		project		5	
		Number of	% of Max Marks		
		Projects	Allotted		
		>4	100 %		
		=3	75 %		
		=2	50 %		
A.5	Bidders competence	Bidder (any con	sortium member)		
	executing – Bus Stops	should have	experience in		
	/ Kiosks / Outdoor	executing a pro	ject that entails		
	Facilities	design & build	Smart Bus Stops,		
		Kiosks, Railway	Stations, Outdoor		
		Facilities and Con	venience Centers	5	
		Number of	% of Max Marks		
		Projects	Allotted		
		>4	100 %		
		=3	75 %		
		=2	50 %		
A.6	Bidders competence	Bidder (any con	sortium member)		
	executing – City	should have	experience in		
	Operative	<b>e</b> .	oject that entails		
	Center(COC)/Common	operationalizatio	•		
	Comand & Control	Number of	% of Max Marks	5	
	Center (CCC)	Projects	Allotted		
		>3	100 %		
		=2	75 %		
		=1 50 %			
В	INDUSTRIAL DESIGN	GN			
B.1	The design of Bus-Stop		•		
		evaluated by double-blind panel of experts (who will		10	
	not be aware of the respondents)				

Sr. No.	Criteria Category	Evaluation criterion Details		Max Marks Allotted	Supporting Documents required
С	APPROACH & METHOD	OLGY		20	
	Descripti	on	% of Max Marks		
			Allotted		
C1	Understanding of projec	-	10%		
	to Volume II functional	•			
C2	Suggestion on common				
	server and Application		10%		
	proposed ICT solutions				
	including Multi Tenancy				
С3		ajor risks and	10%		
	mitigation measures pro	•			
C4	Proposed security m	easures of the	10%		
	proposed architecture	· · ·			
C5	•	approach and			
	methodology for execut	ion of the project			
	along with project plan			20	
	Proposed architecture				
	terms of addition o				
		infrastructure in future.			
	Adherence to the time				
	in the RFQ CUM	RFP. Detailed			
	Architecture plan enco				
	elements considering				
66	service and Data Center				
C6	Successful Demonstrat	,			
	Concept: Bidder /C demonstrate minimum				
	CCTV/ /Govt database / Smart Digital 35 %				
	Signage Kiosks / Smart Transport/ Crowd monitoring etc. along with SMS, Email,				
	GIS. in live environment.				
D	Proposed Resources			10	
		Each of the f	ollowing profiles	10	CV's in the
			e bidder will be		format as
D.1	People on the project	evaluated		10	per clause
			% of Max Marks	_•	4.2
		Profile	Allotted		

Sr. No.	Criteria Category	Evaluation cr	iterion Details	Max Marks	Supporting Documents
				Allotted	required
		Project Director			
		with experience			
		of atleast 15	15%		
		years in IT			
		sector			
		Project			
		Manager with			
		experience of	30 %		
		atleast 12 years			
		in IT sector			
		Solution			
		Architect with			
		experience of	15 %		
		atleast 10 years			
		in IT sector			
		IoT Expert with			
		experience of	15 %		
		atleast 10 years			
		in IT sector			
		Command			
		Centre Expert			
		with experience	15 %		
		of atleast 15	13 /0		
		years in IT			
		sector			
		Network & Data			
		Centre Expert			
		with experience	10 %		
		of atleast 8	10 /0		
		years in IT			
		sector			

# 3.8. Technical Presentation and Proof of concept during evaluation period

Objective of Proof-of-Concept (POC) for City Command Centre Software is to evaluate the technology & system performance.

During the Demonstration/Proof-of-Concept (PoC) at Technical Evaluation stage, the Technical Committee will give special attention to verify the quality, robustness and appropriateness of the proposed Solutions/Equipment and Integrated Operations Platform. If any brand / products are found un-suitable, Bidder may get disqualified or may be asked to replace the product with better brands meeting the tender requirements, without any change in commercial bid.

Sr. No.	Criteria Category	Evaluation criterion Details		Max Marks Allotted	Supporting Documents required
		Description	% of Max Marks Allotted		
E	Technical Presenta	ation and Proof of concept		30	
A	System Demonstration	Integrated Operations Platform Software		5	
В.	Demo material & Setup	<ul> <li>Demo Material –</li> <li>Department scope:</li> <li>Power Source</li> <li>Space for installing server and workstation</li> <li>Demo Material – OEM/SI Scope:</li> <li>Demo Setup (OEM/SI scope) at Site:</li> </ul>		10	
С.	Performance Evaluation	Smart City use cases Live demo and integration services		15	

### 3.9. Key Personnel Criteria

MSI shall provide adequate number of personnel, each responsible for a specific role within the project. MSI shall provide clear definition of the role and responsibility of each individual personnel. MSI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. MSI has to provide the list of

proposed Manpower for the Project. Any changes in Manpower deployment will have to be approved by the ASCDCL.

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

Sr. No	Position	Minimum Qualification
1.	Project Director	<ul> <li>Education: Full Time MBA/MCA/M.Tech &amp; B.Tech/B.E. from a reputed institute</li> <li>Total Experience: At least 15 years in IT sector.</li> <li>Should have more than 8 years of experience of handling such large projects</li> </ul>
2.	Project Manager	<ul> <li>Education: Full Time MBA/MCA/M.Tech &amp;B.Tech/B.E. from a reputed institute</li> <li>Total Experience: At least 12 years in IT sector.</li> <li>Should have more than 8 years of experience of handling such large projects</li> </ul>
3.	Solution Architect	<ul> <li>Education: Full time MCA/M.Tech/B.Tech/B.E. from a reputed institute</li> <li>Total Experience: At least 10 years in IT sector</li> <li>Should have experience of more than 3 years as Solution Architecture in large projects of similar nature</li> </ul>
4.	Enterprise Architect / IOT Expert	<ul> <li>Education: Full time MCA/M.Tech/B.Tech/B.E. from a reputed institute</li> <li>Total Experience: At least 10 years in IT sector</li> <li>Should have designed enterprise level solutions of similar nature for at least 2 projects</li> </ul>
5	Command Centre Expert	<ul> <li>Education: Full time MCA/M.Tech/B.Tech/B.E. from a reputed institute</li> <li>Total Experience: At least 15 years in IT sector</li> <li>Should have designed enterprise level solutions of similar nature for at least 2 projects</li> </ul>
6.	Network Architect	<ul> <li>Education: Full time MCA/M.Tech/B.Tech/B.E. from a reputed institute</li> <li>Total Experience: At least 8 years in IT sector</li> </ul>

Sr. No	Position	Minimum Qualification
		<ul> <li>Should have experience in designing &amp; implementing network solutions for at least 3 similar projects. Preference will be given to the experts with CCNP certifications</li> </ul>

Manpower plan for Implementation Phase to be provided as per format provided in 3.5.3 (I)

Apart from the above –mentioned resources, the Bidder shall also propose manpower to be deployed during the Operation & Maintenance phase of the Project as provided in the format 3.5.3 (II)

# 4. Award of Contract

### 4.1. Notification of Award

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

# 4.2. Signing of Contract

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

### 4.3. Performance Bank Guarantee (PBG)

- a) Within fifteen (15) working days from the date of issuance of LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) of 10% of the contract value in the name of "The CEO, ASCDCL". The PBG shall be from a Nationalized Bank in the format prescribed in Annexure 7 (7.1), payable on demand, for the due performance and fulfilment of the contract by the bidder.
- b) This Performance Bank Guarantee shall be for an amount equivalent to 10% of total contract value. PBG shall be invoked by ASCDCL, in the event the Bidder:
  - i. fails to meet the overall penalty condition as mentioned in RFQ CUM RFP Volume II or any changes agreed between the parties,
  - ii. fails to perform the responsibilities and obligations as set out in the RFQ CUM RFP to the complete satisfaction of ASCDCL,
  - iii. Misrepresents facts/information submitted to ASCDCL
- c) The performance bank guarantee shall be valid till satisfactory start of Post Implementation Support. The performance bank guarantee may be discharged/returned by ASCDCL upon being satisfied that there has been due

performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

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

### 4.4. Warranty, Maintenance & Technology Refresh Cycle

- a) Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFQ CUM 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 RFQ CUM RFP and all the acceptance tests are successfully concluded to the satisfaction of ASCDCL.
- b) During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- c) ASCDCL (or designated representatives) shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or

replace the defective systems, without costs to ASCDCL and within time specified and acceptable to ASCDCL.

- d) If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, ASCDCL 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 ASCDCL may have against the bidder under the contract.
- e) During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to ASCDCL.
- f) The successful bidder hereby warrants ASCDCL that:
  - i. The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFQ CUM 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 period.
- g) The successful bidder shall undertake a phased refresh of the electronic components between 3<sup>rd</sup> and 4<sup>th</sup> year of the O&M contract. The software refresh will be done as part of the AMC/ASCDCL O&M contract.

# 4.5. Failure to comply with the Terms & Conditions of the RFQ CUM RFP

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

### ANNEXURES

### Annexure 1- Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in the following format in Excel only with the subject capturing the name of the RFQ cum RFP.

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

# Annexure 2- Formats for Submission of the Pre-Qualification Bid

# 2.1 Pre-qualification bid checklist

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

# 2.2 Pre-Qualification Bid Covering Letter

Date: dd/ mm / yyyy

Τo,

The Chief Executive Officer,

Aurangabad Smart City Development Corporation Limited

Aurangabad.

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

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

Dear Sir,

With reference to your "Request for Proposal for Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)

", we hereby submit our Pre-qualification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the ASCDCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFQ CUM RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR [] and Tender processing fee of INR [] online through eprocurment 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 prequalification bid prescribed by **ASCDCL** 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 RFQ CUM RFP and the conditions of the contract applicable to the RFQ CUM 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 RFQ CUM RFP document
- ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFQ CUM 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 ASCDCL may cancel the bidding process at any time and that ASCDCL is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

In case of any clarifications please contact \_\_\_\_\_\_ email at

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation Seal Date: Place: Business Address: 2.3 Company profile

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

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

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

C. Financial Turnover(required for both bidder and consortium member) The financial turnover of the company is provided as follows:

2015 - 16 2016 - 17 2017 - 18

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 31.03.2018 from ICT business. Copy of self-certified statutory auditor certificate to be submitted along with the bid

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

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

### 2.4 Declaration of Non-Blacklisting

(To be provided on the Company letter head)

#### **Declaration for Lead Bidder:**

Place:

Date:

Τo,

The Chief Executive Officer,

Aurangabad Smart City Development Corporation Limited

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance ofSmart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)

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

Dear Sir,

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

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

**Business Address:** 

#### **Declaration for Consortium Member**

(To be provided on the Company letter head)

Place:

Date:

Τo,

The Chief Executive Officer,

Aurangabad Smart City Development Corporation Limited

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)

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

Dear Sir,

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

(Signature of the Consortium Member)

Printed Name

Designation

Seal

Date:

Place: Business Address:

# 2.5 No Deviation Certificate

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

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

# 2.6 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 RFQ CUM RFP for the duration mentioned in all the volumes of the RFQ CUM RFP.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### 2.7 Self-certificate for Project execution experience

(On Bidder's Letter Head)

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

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

(Authorised Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal:

Date:

Annexure 3- Formats for Submission of the Technical Bid

# 3.1 Technical Bid Check-List

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

### 3.2 Technical Bid Covering Letter

Date: dd/mm/yyyy

Τo,

The Chief Executive Officer,

Aurangabad Smart City Development Company Ltd.

Subject: Request for Proposal for Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)

Ref: RFQ CUM 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 Aurangabad Smart City Solution" do hereby propose to provide our services as specified in the bid submitted by us.

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

We declare that all the services shall be performed strictly in accordance with the RFQ CUM 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 ASCDCL, Government of Maharashtra 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 7.1 of the RFQ CUM 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 (One Hundred & Eighty) days from the actual date of submission of the Bid, We shall extend the validity of the bid if required by ASCDCL.

Thanking you,

Yours sincerely,

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

**Business Address** 

# 3.3 Credential Summary

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

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

# 3.4 Bidder's Experience - Client Citations

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

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

*Note:* If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided in Annexure 2.7.

### **3.5** Overview of Proposed Solution

### 3.5.1 Structure of Proposed Solution

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

Sr. No.	Item	
1.	Understanding of requirement and Implementation	
	approach	
	<ul> <li>Understanding of requirements</li> </ul>	
	<ul> <li>Work Plan &amp; its adequacy</li> </ul>	
2.	Robustness and quality	
	<ul> <li>End to end integrated solution proposed</li> </ul>	
	<ul> <li>Hardware deployment and integration approach</li> </ul>	
	encompassing all solutions	
	<ul> <li>Timelines and modalities for implementation in a time</li> </ul>	
	bound manner	
	<ul> <li>Project implementation approach or strategy and</li> </ul>	
	operations and maintenance plan including	
	comprehensiveness of fall-back strategy and planning	
	during rollout	
	<ul> <li>Any other area relevant to the scope of work and other</li> </ul>	
	requirements of the Project	
3.	Assessment of Manpower deployment, Training and	
	Handholding plan	
	<ul> <li>Deployment strategy of Manpower</li> </ul>	
	<ul> <li>Contingency management</li> </ul>	
	<ul> <li>Mobilization of existing resources and additional</li> </ul>	
	resources as required	
	<ul> <li>Training and handholding strategy</li> </ul>	

# 3.5.2 Project Plan

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

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

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

# 3.5.3 Manpower Plan

#### I. Till Go-Live (Implementation)

Sr.	Role	Π	Nonth wis	Total					
No.			р	ersonnel	(in days)				
		1	2	3	4	5			
1	Project								Onsite
	Manager								
	Solution								Onsite
2	Architect								
	(DC)								
	Enterprise								Onsite
3	Architect/IOT								
	Expert								
4	Networking								Onsite
	Architect								
	Command								Onsite
5	Centre								
	Expert								

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

Sr. No.	Manpower	Years						Total
		1	2	3	4	5		
1	Project Director							Onsite/ Offsite
2								
3								

# Annexure 4- Details of Resources proposed

# 4.1 Summary of Resources proposed

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

# 4.2 Curriculum Vitae (CV) of Team Members

Position title and no.:			
Name of expert:			
Date of birth:			
Country citizenship/residence: Education:	of		
College/University		Degree/Diploma Obtained	Dates Attended

Employn	nent record relevant	
to the as	signment:	
Period	Employing organization, title/position and Country contact references	Summary of activities performed relevant to the assignment

Membership: Publications: Language skills:

Past Projects worked on (give details of each project) Detailed Tasks Assigned on Consultant's Team of Personnel:

# 4.3 Compliance to Requirement (Technical / Functional Specifications)

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

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

## Annexure 5- 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 RFQ CUM RFP and project requirements in totality.

#### **Bill of Quantity**

Sr. Nos	Discription of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
A. Comma	and Control Center						
A.1	Video Wall (along with hardware & software) Solution - 9x3 Display	Set	1				
A.2	Projector for Meeting Room	nos	1				
A.3	Fire & Smoke Detectors	LS	LS				
A.4	Colour Printers	nos	2				
A.5	3 Screen -Operators Client Workstations for Command Control Center	nos	25				
A.6	L2 Switch - 48 port	nos	As Required				
A.7	UPS Online with Battery	nos	1				
A.8	Air Conditioning	nos	As Required				
A.9	CCTV camera	nos	As Required				
A.10	Biometric access control system	nos	Per Room				
A.11	Operating System Licence	nos	As Required				
A.12	Networking & cabling	LS	As Required				
A.13	Gen Set	nos	1				
A.14	IP phones	nos	0				
A.15	IBMS Solution	nos	0				
A.16	IP soft phones	Nos	0				
A.17	Video Phone	nos	0				

Sr. Nos	Discription of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
A.18	Voice Logger for Phones- For Forensic	nos	0				
A.19	Screen Recording-Software /Hardware (Forensic)	nos	0				
A.20	Implementation services (Installation & Commisioning)	LS	LS				
B. Data Ce	enter						
B.1	Smart Rack solution for data center with Accessories, with complete electrical connections,PAC precion Aircondition, fire retardent, access control	set	1				
B.2	Core Router	nos	as per requirement				
B.3	Internet Router	nos	as per requirement				
B.4	Firewall and IPS/IDS	nos	4				
B.5	Core Switch (L3)	nos	2				
B.6	L2 Switch -48 Port	nos	As per requirement				
B.7	San Switch	nos	As per requirement				
B.8	Storage - 1.25 PB Usable	nos	1				
B.9	Anti virus Suite / Gateway	nos	1				
B.10	Back up s/w	nos	0				

Sr. Nos	Discription of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
B.11	LTO ( Back Up Drives)	nos	0				
B.12	Blade chassis	nos	2				
B.13	Blade Server	nos	32				
B.14	Virtualization Software	nos	1				
B.15	APT,SIEM,DLP,ADC,EDR	nos	1 each				
B.16	Data Center Site Preparation	LS	As per requirement				
B.17	SLA, Helpdesk& EMS Solution	nos	As per requirement				
B.18	Firewall (WAF)	nos	0				
B.19	Furniture Items and chairs etc as per approved design	LS	As per requirement				
B.20	Server License	LS	As per requirement				
B.21	DB License	LS	As per requirement				
B.22	Implementation services (Installation & Commisioning)	LS		-			
C. Operat	ion Command Center						
C.1	Smart Rack solution for data center with Accessories, with complete electrical connections,PAC precion Aircondition, fire retardent, access control	set	1				

Sr. Nos	Discription of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
C.2	Video Wall (along with						
	hardware & software) Solution	_					
	- 6x3 Display	Set	1				
C.3	Projector for Meeting Room	Nos	1				
C.4	Fire & Smoke Detectors	Nos	LS				
C.5	Colour Printers	Nos	1				
C.6	Internal and External Firewall						
	and IPS/IDS	Nos	As Required				
C.7	3 Screen -Operators Client						
	Workstations for Command						
	Control Center	Nos	15				
C.8			As per				
	L2 Switch -48 Port	nos	requirement				
C.9			As per				
	San Switch	nos	requirement				
C.10	Storage DAS- 500 TB Usable	nos	1				
C.11	Anti virus Suite / Gateway	nos	1				
C.12	Back up s/w	nos	1				
C.13	Blade chassis	nos	2				
C.14	Blade Server	nos	20				
C.15	Virtualization Software	nos	1				
C.16	APT,SIEM,DLP,ADC,EDR	nos	1				
C.17			As per				
	Data Center Site Preparation	LS	requirement				
C.18			As per				
	SLA, Helpdesk& EMS Solution	nos	requirement				

Sr. Nos	Discription of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
C.19			As per				
	Firewall (WAF)	nos	requirement				
C.20			As per				
	Server License	LS	requirement				
C.21			As per				
	DB License	LS	requirement				
C.22	L2 Switch - 48 port	Nos	As Required				
C.23	UPS Online with Battery	Nos	1				
C.24	Air Conditioning	Nos	As Required				
C.25	CCTV camera	Nos	As Required				
	Biometric access control						
C.26	system	Nos	Per Room				
C.27	Operating System Licence	Nos	As Required				
C.28	Networking & cabling	Nos	As Required				
C.29	Gen Set	Nos	1				
C.30	IBMS Solution	Nos	1				
	Implementation services						
C.31	(Installation & Commisioning)	LS	LS				
	Furniture Items and chairs etc						
C.32	as per approved design	1	1				
	City Operations Platform - IoT						
	Platform/Data Normalization						
	software & City Operation						
C.33	Centre Software	LS	1				
	Integration of various sensors,						
C.34	applications/systems	LS	1				

Sr. Nos	Discription of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
D. Utility	Poles Passive and active component	ents					
D.1	UTILITY Poles with accessaries provisons for Envirnonmental Sensors, CCTV camera , Wi-Fi, and junction box	Nos	519				
D.2	Junction Box	Nos	519				
D.3	POE Industrial switch	Nos	519				
D.4	Implementationservices(Installation & Commisioning)	LS	1				
E. ITMS							
E.1	Mobile application	Nos	As per requirement				
E.2	Traffic engineering services	Nos	As per requirement				
E.3	Implementation services (Installation & Commisioning)	LS	As per requirement				
G. Smart	Bus stop						
G.1	GPS Device for city buses	Nos	0				
G.2	Passenger Information System (32" Industrial Grade LED TV)	Nos	57				
G.3	LED Display in City buses type 1	Nos	0				
G.4	LED Display in City buses type 2	Nos	0				
G.5	LED Display in City buses type 3	Nos	0				
G.6	Display controller and Panel	Nos	0				
G.7	PA system	Nos	0				

Sr. Nos	Discription of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
G.8	Surveillance Camera (Network IR Bullet Camera) 5 nos per bus	Nos	0				
G.9	Digital outdoor Display	Nos	0				
G.10	Smart BUS Stops	Nos	57				
G.11	Smart Transport Appplication Server	Nos	1				
G.12	Vechile Scheduling and Despatch System	Nos	1				
G.13	Incident Management Ssytem	Nos	1				
G.14	Web Portal for bus schedule, bus route and ETA	LS	As per requirement				
G.15	Mobile Application	LS	As per requirement				
G.16	Integration with Smart City Dashboard	LS	As per requirement				
G.17	Phase-1 Implementation services (Installation & Commisioning)	LS	As per requirement				
H. ICT ena	bled Waste Management Softwa	re					
H.1	Vehicle Tracking System (VTS) GPS Device	nos	0				
H.2	Hand held GPS for push carts/Tricycle	nos	0				
Н.3	RFID receiver for Auto tippers	nos	As per requirement				

Sr. Nos	Discription of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
H.4	RFID Tagging for Tippers (Waste TretamentPlamt)	nos	As per requirement				
H.5	RFID Receiver with all accessaries at weigh bridge &entery point	nos	As per requirement				
	RFID receiver with all accessaries at exit point	nos	As per requirement				
	FIX Camera	nos	1				
	ICT enabled Waste Management Software	nos	As per requirement				
H.6	Mobile Application	LS	As per requirement				
H.7	Integration with existing Map	LS	As per requirement				
H.8	Weigh bridge of 40MT and integrated application	LS	4				
H.9	Implementation services (Installation & Commisioning)	LS	As per requirement				
I. WI-FI							
1.1	Wireless Controller	Nos	1				
1.2	Access Points	Nos	700				
	Application	Nos	1				
1.3	Authetication server	Nos	1				
J. Digital	J. Digital outdoor Display and Kiosk						
J.1	Digital outdoor Display	Nos	50				
J.2	Indoor Interactive touch Kiosks	Nos	10				

Sr. Nos	Discription of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
J.3	Indoor non-interactive touch Kiosks	Nos	50				
J.4	Content Manager Server	Nos	1				
J.5	Application	Nos	1				
J.6	Authetication server	Nos	1				
J.7	Gantry	Nos	50				
J.8	Implementation services (Installation & Commisioning)	LS	1				
K. E-offic	e						
K.1	IP Phone	Nos	0				
K.2	Video Phones	Nos	0				
K.3	IP Telephony system	Nos	0				
K.4	Softphone licenses for PA,ECB, Desktop/Laptop	Nos	0				
K.5	Face recognisation Attendance devices	Nos					
K.6	Biometric Devices	Nos	30				
K.7	Hand held biometric devices	Nos	50				
K.8	Network switched L2 48 port poe	Nos	0				
К.9	Implementation services (Installation & Commisioning)	ls	1				
K.10	Smart Rack solution for datacenter with Accessories, withcompleteconnections,PACprecion	set	0				

Sr. Nos	Discription of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
	Aircondition, fire retardent, access control						
L. End Po	L. End Points like Cameras, ECB & PA						
L.1	FIX BOX Camera	Nos	600				
L.2	RLVD Camera	Nos	0				
L.3	ANPR Camera	Nos	0				
L.4	Evidance camera	Nos	0				
L.5	PTZ camera	Nos	100				
L.6	FRS camera	Nos	0				
L.7	MOBILE ANPR setup	Nos	0				
L.8	IP PA system	Nos	0				
L.9	IP ECB box	Nos	0				
L.10	Implementation services (Installation & Commisioning)	LS	1				
M. Licen	ses						
M.1	Video Analytics Software & Licenses	Nos	700				
M.2	Video Management Software	Nos	1				
M.3	Video Management Software and Camera Licenses	Nos	700				
M.4	Forensic Software & Licenses	Nos	0				
M.5	Implementation services (Installation & Commisioning)	LS	1				
N. Setup	N. Setup At Local Police Station						
N.1	Three monitor work station	Nos	20				
N.2	UPS	Nos	20				

Sr. Nos	Discription of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
N.3	Furniture	Nos	20				
N.4	AC	Nos	20				
N.5	Implementation services (Installation & Commisioning)	LS	1				
O. Project	Management &I nfrastructure Se	et-up					
0.1	Control Room Site Preparation covering Partitioning, Enclosures, Earthing, Power Cabling etc. (safety)	LS					
0.2	Cubicles with Table and Chair for operators (As required) - for 25 operators	LS					
0.3	Detailed systems/site wise survey study of above Systems	As Required					
0.4	Any other Installation, Configuration and Customization for complete project	As Required					
0.5	Capacity Building and Administrative Expenses	As Required					
0.6	Other item (if Required)						

# 5.1 Manufacturers'/Producers' Authorization Form

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

Date:

Τo,

The Chief Executive Officer,

Aurangabad Smart City Development Corporation Limited

Subject: Manufacturer's Authorization Form

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

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature)

For and on behalf of: \_\_\_\_\_ (Name of the OEM)

Authorised Signatory

Name:

Designation:

Place:

Date:

## 5.2 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 Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL) in Aurangabad, Maharashtra against the RFQ CUM RFP issued by ASCDCL, 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** 

# Annexure 6- Formats for Submission of Commercial Bid

1. General

The Commercial bids are divided into separate Annexures as follows:

- 6.1 Total Price Summary
- 6.2 Price component for CAPEX
- 6.3 Price component for OPEX
- 2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Terms of Reference and other clauses of these RFQ cum RFP Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Terms of Reference, as well as overhead and profit.
- 3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the RFQ cum RFP Documents prior to submitting their bid.
- 4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. Prices shall be fixed and firm for the duration of the Contract.
- 5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clause 1.4 Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these RFQ cum RFP Documents.
- 6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss.
- 7. Payments will be made to the Bidder in the currency or currencies indicated under respective item. The price of an item should be unique regardless of installation site.

## 6.1 Total Price Summary

Sr. No.	Head	Amount (in INR)	Amount (in words)
1.	Total CAPEX price		
2.	Total OPEX price		
	Sub total		
	Add: All taxes, levies, duties, etc. as applicable(excluding GST)		
	Price including all taxes, levies and duties (1+2)		
	Add: GST		
	Total Price (1+2)		

#### Notes:

- 1. GST rate to be entered shall be as per the rate prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Client's Country.
- 2. Any item/ material either hardware or software required to meet the functionality specified in the tender document whose related component is missing in the above table has to be accounted by the Bidder and the cost of the same is assumed to be reflected and taken care in the cost specified to the Client by the Bidder in the financial bid. The Client is liable only to pay the Contract costs as per the payment terms mentioned to the Bidder to meet all the requirements as specified in RFQ cum RFP.
- 3. The Bidder has to modify the above indicative table and make a comprehensive list of System inventory table by including the components which the Bidder might think are relevant based on the Bidders design to meet all the bid requirements indicating the costs of the same in the financial bid.
- 4. The Bidder shall assess the quantity of spares/ consumables to meet the SLA clauses mentioned in the bidding documents and factor that as part of his Bid. It is the Bidder's responsibility to maintain the minimum required spares at any given time to meet the SLA requirement at no additional cost to the Client.
- 5. The evaluation will take the total cost incurred for the Client inclusive of spares/ consumables while evaluating the bids which is to be included by the Bidder in the Contract cost itself.
- 6. The Contract Cost shall be inclusive of all the installation, commissioning, testing and any other costs that might be incurred by the Bidder during the duration of the contract.
- 7. The Client has the right to increase decrease the quantities and the Supply & Installation costs will be adjusted as per the unit costs indicated above.

#### 6.2 Price component for CAPEX:

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

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
A. Com	nmand Control Center							
A.1	Video Wall (along with hardware & software) Solution - 9x3Display	Set	1					
A.2	Projector for Meeting Room	nos	1					
A.3	Fire & Smoke Detectors	LS	LS					
A.4	Colour Printers	nos	1					
A.5	3 Screen -Operators Client Workstations for Command Control Center	nos	25					
A.6	L2 Switch - 48 port	nos	As Required					
A.7	UPS Online with Battery	nos	1					
A.8	Air Conditioning	nos	As Required					
A.9	CCTV camera	nos	As Required					

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
A.10	Biometric access control system	nos	Per Room					
A.11	Operating System Licence	nos	As Required					
A.12	Networking & cabling	LS	As Required					
A.13	Gen Set	nos	1					
A.14	IP phones	nos	0					
A.15	IBMS Solution	nos	0					
A.16	IP soft phones	Nos	0					
A.17	Video Phone	nos	0					
A.18	Voice Logger for Phones- For Forensic	nos	0					
A.19	Screen Recording-Software /Hardware (Forensic)	nos	0					
A.21	Implementation services (Installation & Commisioning)	LS	LS					
B. Data	a Center							
B.1	Smart Rack solution for data center with Accessories, with complete electrical connections,PAC precion Aircondition, fire retardent, access control	set	1					
B.2	Core Router	nos	As per requirement					

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
B.3	Internet Router	nos	As per requirement					
B.4	Firewall and IPS/IDS	nos	4					
B.5	Core Switch (L3)	nos	2					
B.6	L2 Switch -48 Port	nos	As per requirement					
B.7	San Switch	nos	As per requirement					
B.8	Storage - 2.5 PB Usable	nos	1					
B.9	Anti virus Suite / Gateway	nos	1					
B.10	Back up s/w	nos	0					
B.11	LTO ( Back Up Drives)	nos	0					
B.12	Blade chassis	nos	2					
B.13	Blade Server	nos	32					
B.14	Virtualization Software	nos	1					
B.15	APT,SIEM,DLP,ADC,EDR	nos	1 each					
B.16	Data Center Site Preparation	LS	As per requirement					
B.17	SLA, Helpdesk& EMS Solution	nos	As per requirement					
B.18	Firewall (WAF)	nos	0					
B.19	Furniture Items and chairs etc as per approved design	LS	As per requirement					
B.20	Server License	LS	As per requirement					

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
B.21	DB License	LS	As per requirement					
B.22	Implementationservices(Installation&Commisioning)	LS						
C. Ope	ration Command Center							
C.1	Smart Rack solution for data center with Accessories, with complete electrical connections,PAC precion Aircondition, fire retardent, access control	set	1					
C.2	Video Wall (along with hardware & software) Solution - 6x3 Display	Set	1					
C.3	Projector for Meeting Room	Nos	1					
C.4	Fire & Smoke Detectors	Nos	LS					
C.5	Colour Printers	Nos	1					
C.6	Internal and External Firewall and IPS/IDS	Nos	As Required					
C.7	3 Screen -Operators Client Workstations for Command Control Center	Nos	15					
C.8	L2 Switch -48 Port	nos	As per requirement					

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
C.9	San Switch	nos	As per					
			requirement					
C.10	Storage DAS- 500 TB Usable	nos	1					
C.11	Anti virus Suite / Gateway	nos	1					
C.12	Back up s/w	nos	1					
C.13	Blade chassis	nos	2					
C.14	Blade Server	nos	20					
C.15	Virtualization Software	nos	1					
C.16	APT,SIEM,DLP,ADC,EDR	nos	1					
C.17	Data Center Site	LS	As per					
	Preparation		requirement					
C.18	SLA, Helpdesk& EMS	nos	As per					
	Solution		requirement					
C.19	Firewall (WAF)	nos	As per					
			requirement					
C.20	Server License	LS	As per					
			requirement					
C.21	DB License	LS	As per					
			requirement					
C.22	L2 Switch - 48 port	Nos	As Required					
C.23	UPS Online with Battery	Nos	1					
C.24	Air Conditioning	Nos	As Required					
C.25	CCTV camera	Nos	As Required					
C.26	Biometric access control system	Nos	Per Room					

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
C.27	Operating System Licence	Nos	As Required					
C.28	Networking & cabling	Nos	As Required					
C.29	Gen Set	Nos	1					
C.30	IBMS Solution	Nos	1					
C.31	Implementation services (Installation & Commisioning)	LS	LS					
C.32	Furniture Items and chairs etc as per approved design	1	1					
C.33	City Operations Platform - IoT Platform/Data Normalization software & City Operation Centre Software	LS	1					
C.34	Integration of various sensors, applications/systems	LS	1					
D. Util	ity Poles Passive and active c	omponents	•					
D.1	UTILITY Poles with accessaries provisons for Envirnonmental Sensors, CCTV camera, Wi-Fi, and junction box	Nos	519					
D.2	Junction Box	Nos	519					
D.3	POE Industrial switch	Nos	519					

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
D.4	Implementationservices(Installation&Commisioning)	LS	1					
E. ITM	S							
E.1	Mobile application	Nos	0					
E.2	Traffic engineering services	Nos	0					
E.3	Implementationservices(Installation&Commisioning)	LS	0					
G. Sm	art Bus stop	1						
G.1	GPS Device for city buses	Nos	0					
G.2	Passenger Information System (32" Industrial Grade LED TV)	Nos	57					
G.3	LED Display in City buses type 1	Nos	0					
G.4	LED Display in City buses type 2	Nos	0					
G.5	LED Display in City buses type 3	Nos	0					
G.6	Display controller and Panel	Nos	0					
G.7	PA system	Nos	0					
G.8	SurveillanceCamera(Network IR Bullet Camera)5 nos per bus	Nos	0					

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
G.9	Digital outdoor Display	Nos	0					
G.10	Smart BUS Stops	Nos	57					
G.11	Smart Transport Appplication Server	Nos	1					
G.12	Vechile Scheduling and Despatch System	Nos	1					
G.13	Incident Management Ssytem	Nos	1					
G.14	Web Portal for bus schedule, bus route and ETA	LS	As per requirement					
G.15	Mobile Application	LS	As per requirement					
G.16	Integration with Smart City Dashboard	LS	As per requirement					
G.17	Phase-1 Implementation services (Installation & Commisioning)	LS	As per requirement					
H. ICT	enabled Waste Management	Software						
H.1	Vehicle Tracking System (VTS) GPS Device	nos	0					
H.2	Hand held GPS for push carts/Tricycle	nos	0					
H.3	RFID receiver for Auto tippers	nos	As per requirement					

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
H.4	RFID Tagging for Tippers (Waste TretamentPlamt)	nos	As per requirement					
H.5	RFID Receiver with all accessaries at weigh bridge & entery point	nos	As per requirement					
	RFID receiver with all accessaries at exit point	nos	As per requirement					
	FIX Camera	nos	1					
	ICT enabled Waste Management Software	nos	As per requirement					
H.6	Mobile Application	LS	As per requirement					
H.7	Integration with existing Map	LS	As per requirement					
H.8	Weigh bridge integration application	LS	As per requirement					
H.9	Implementationservices(Installation&Commisioning)	2	As per requirement					
I. WI-F	1		-					
I.1	Wireless Controller	Nos	1					
1.2	Access Points	Nos	700					
	Application	Nos	1					
1.3	Authetication server	Nos	1					
J. Digit	. Digital outdoor Display							
J.1	Digital outdoor Display	Nos	50					

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
J.2	Indoor interactive touch Kiosk	Nos	10					
J.3	Indoor non-interactive touch Kiosk	Nos	50					
J.4	content manager server	Nos	1					
J.5	Application	Nos	1					
J.6	Authetication server	Nos	1					
J.7	Gantry	Nos	50					
	Implementationservices(Installation&Commisioning)	LS	1					
K. E-of								
K.1	IP Phone	Nos	0					
K.2	Video Phones	Nos	0					
К.З	IP Telephony system	Nos	0					
K.4	Softphone licenses for PA,ECB, Desktop/Laptop	Nos	0					
К.5	Face recognisation Attendance devices	Nos	0					
K.6	Biometric Devices	Nos	30					
К.7	Hand held biometric devices	Nos	0					
К.8	Network switched L2 48 port poe	Nos	0					

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
К.9	Implementationservices(Installation&Commisioning)	ls	1					
К.10	Smart Rack solution for data center with Accessories, with complete electrical connections,PAC precion Aircondition, fire retardent, access control	set	0					
L. End	L. End Points like Cameras, ECB,PA,							
L.1	FIX BOX Camera	Nos	600					
L.2	RLVD Camera	Nos	0					
L.3	ANPR Camera	Nos	0					
L.4	Evidance camera	Nos	0					
L.5	PTZ camera	Nos	100					
L.6	FRS camera	Nos	0					
L.7	MOBILE ANPR setup	Nos	0					
L.8	IP PA system	Nos	0					
L.9	IP ECB box	Nos	0					
L.10	Implementationservices(Installation&Commisioning)	LS	1					
M. Lice	enses							
M.1	Video Analytics Software & Licenses	Nos	700					

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
M.2	Video Management Software	Nos	1					
M.3	Video Management Software and Camera Licenses	Nos	700					
M.4	Forensic Software & Licenses	Nos	0					
M.5	Implementationservices(Installation&Commisioning)	LS	1					
N. Set	up at Local Police Station							
N.1	Three monitor work station	Nos	20					
N.2	UPS	Nos	20					
N.3	Furniture	Nos	20					
N.4	AC	Nos	20					
N.5	Implementationservices(Installation&Commisioning)	LS	1					
O. Project Management & Infrastructure Set-up								
0.1	ControlRoomSitePreparationcoveringPartitioning,Enclosures,Earthing,PowerCablingetc.( safety)	LS						

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
0.2	Cubicles with Table and Chair for operators ( As required) - for 25 operators	LS						
0.3	Detailed systems/site wise survey study of above Systems							
0.4	Any other Installation, Configuration and Customization for complete project	As Required						
0.5	Capacity Building and Administrative Expenses	As Required						
0.6	Other item (if Required)							

## 6.3 Price component for OPEX

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

			Year	Year	Year 3	Year 4	Year 5	Total (incl. all tax & exl GST)	GST	Total (Incl. of all
Sr. No	Price component for OPEX	No	(INR)	Z (INR)	(INR)	4 (INR)	) (INR)			taxes)
			(,		(,	(,	()			
1	Network as Service	LS								
	City Operations Centre / City Command Center Utility &									
2	Miscellaneous Charges (Telephone, Local Conveyance, Local									
	Office, Utilities, etc.)	LS								
3	Data Center as colocation(if part of design)	LS								
4	DR – Cloud Based for 5 Years	LS								
5	Technical & Operational Manpower Cost after Installation	LS								
6	Intelligent Transport system (ITS) for Bus stop	LS								
7	GPS services for vehicals	LS								
0	Helpdesk (Command Control Center and City Operation									
8	Center)	LS								
9	Project Implementation price	LS								
10	Handholding and Training price	LS								
11	Operation & maintenance resources	LS								
12	Operations & Maintenance for IT / Non-IT Infrastructure for 5	LS								
12	Years	-								
13	Insurance + Annual Maintenance Cost	LS								
14	Any other price item not included above (if Required)	LS								
17	One Time DR Migration Cost	LS								
	Total OPEX Price									

Annexure 7- – Bank Guarantee Formate

# 7.1 Performance Bank Guarantee

Ref:\_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

<Name>

<Designation>

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

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

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 INR .<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 INR <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 INR <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)

## 7.2 Bank Guarantee for Earnest Money Deposit

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

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

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<ASCDCL>> (hereinafter called "the ASCDCL") in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said ASCDCL, 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:

- 8. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 9. If the Bidder, having been notified of the acceptance of its bid by the ASCDCL 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 ASCDCL up to the above amount upon receipt of its first written demand, without the ASCDCL having to substantiate its demand, provided that in its demand

the ASCDCL 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 RFQ CUM 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 INR <<Amount in figures>> (Rupees<<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## 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 RFQ CUM RFP No. <<>> dated <<DD-MM-YYYY>> "Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)

" (hereinafter called the said 'RFQ CUM RFP')to the "[Aurangabad Smart City Development Corporation Limited]", hereinafter referred to as 'ASCDCL' and,

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

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

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

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

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

- 6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the ASCDCL, the Bidder shall promptly deliver to the ASCDCL 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 ASCDCL. Upon completion of the Tendering process and or or termination of the contract or at any time during its currency, at the request of the ASCDCL, the Bidder shall promptly deliver to the ASCDCL 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 ASCDCL. Without prejudice to the above the Bidder shall promptly certify to the ASCDCL, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the ASCDCL 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 ASCDCL to enable the ASCDCL 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 RFQ CUM RFP without the prior written consent of the ASCDCL. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name:

Place:

Designation: Date

Annexure 9- Consortium Agreement

# DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

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

This Memorandum of Understanding (MoU) entered into this day of [*Date*] [*Month*] [Year] 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 Second Part and \_\_\_\_\_\_ Part.

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

WHEREAS DIT, Govt. of Maharashtra has issued a Request for Proposal dated [*Date*] (RFQ CUM RFP) from the Applicants interested in Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)

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 "Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)" as a Consortium.

Sign Contract in case of award.

Provide and perform the supplies and services which would be ordered by the ASCDCL 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 ASCDCL for "Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)" 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 ASCDCL for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.

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

- To ensure the technical, commercial and administrative co-ordination of the work package
- To lead the contract negotiations of the work package with the ASCDCL.
- 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 ASCDCL 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:

\_\_\_\_\_

\_\_\_\_\_

## Annexure 10- Format for Power of Attorney to Authorize Signatory

#### **POWER OF ATTORNEY**

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

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

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

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of \_\_\_\_\_\_, \_\_\_\_\_ and

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2018

(Signature and Name of authorized signatory)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

To be executed by all the members individually.

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

## Annexure 11- Format for Power of Attorney for Lead bidder of Consortium

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

Whereas \_\_\_\_\_\_ has invited RFQ CUM RFP response for \_\_\_\_\_\_ (Name of the Project)

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

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

#### NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s.\_\_\_\_\_ and M/s \_\_\_\_\_ and M/s \_\_\_\_\_ hereby designate M/s. \_\_\_\_\_

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

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2017

(Signature)

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

Witness 1

Witness 2

Notes:

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

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



Aurangabd Smart City development corporation Itd