



Model RFP 2.0

Selection of Master System Integrator (MSI)

For Implementation of

Integrated Command and Control Center

(ICCC)/ ICT Projects

in {CITY_NAME}

Volume-I: Instruction to Bidders

RFP Ref/Tender No.:

Date:

RFP/Tender invited by: [SPV_Full_NAME]

Disclaimer

[The Authority may customize as per city's requirement]

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

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

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

Authority and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. Authority may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any Proof of Concept (PoC), demonstrations or presentations which may be required by authority or any other costs incurred in connection with or relating to its Bid. All such

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

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Important Dates

S. No.	Activity	Deadline
1	Release of RFP	*****
2	Last date of receipt of queries on RFP	***** 17:00:00
3	Pre-bid Meeting date	***** 14:00:00
4	Last date for submission of Bids	***** 17:00:00
5	Date of opening of technical bids	***** 15:00:00
6	Date of opening of Commercial bids	To be notified later

Glossary

Abbreviation	Description
BoM	Bill of Material
CAPEX	Capital Expenditure
CB	Capacity Building
CCC	Command and Control Center
CCTV	Closed Circuit Television
DC	Data Center
DR	Disaster Recovery
EMD	Earnest Deposit Money
EMS	Enterprise Management System
GIS	Geographic Information System
GPRS	General Packet Radio Service
GPS	Global Positioning System
GSM	Global System for Mobile Communications
HD	High Definition
HDPE	High Density Polyethylene
ICCC	Integrated Command & Control Center
ICT	Information and Communication Technology
IEC	Information, Education and Communication
INR	Indian Rupee
IP	Internet Protocol
IR	Infra-Red
ISP	Internet Service Provider
KPI	Key Performance Indicator
KVM	Keyboard, Video display unit and Mouse unit
LAN	Local Area Network
LED	Light Emitting Diode
LOI	Letter of Intent
LOA	Letter of Award
MIS	Management Information System
MoU	Memorandum Of Understanding
MPLS	Multi-Protocol Label Switching
NSP	Network Service Provider
OEM	Original Equipment Manufacturer
OPEX	Operating Expenditure

Request for Proposal (RFP) for Selection of Master system Integrator (MSI) for Implementation of Integrated Command & Control Center (ICCC) in <<(Name of Smart City)>>

O&M	Operation and Maintenance
PMO	Project Management Office
PoC	Proof of Concept / Pilot Demonstration
PTZ	Pan Tilt Zoom
RLVD	Red Light Violation detection
RFP	Request for Proposal
ROW	Right of Way
MSI	Master system Integrator
SLA	Service Level Agreement
TPA	Third Party Auditor
UAT	User Acceptance Testing
UPS	Uninterrupted Power Supply
VMS	Video Management System
VTS	Vehicle Tracking System

Definitions

#	Term	Definition
1.	Agreement/ Contract	The Agreement entered between Authority and the Selected Bidder (including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto
2.	Authority	The use of term Authority in the RFP means “(Name of the Smart City SPV)” or any Government entity for the purpose of this project.
3.	Bidder	The use of the term “Bidder” in the RFP means the Single Service Provider / firm or the Consortium of firms represented by the Lead Member, who participates in the bidding process, as defined in para 2.3 of the RFP.
4.	Bid/Proposal	Offer by the Bidder to fulfil the requirement of the Client/Authority under the RFP/Contract for an agreed price. It shall be a comprehensive technical and commercial response to the RFP.
5.	Breach	A breach by Bidder of any of its obligations under this RFP.
6.	Client	Refers to Smart City SPV
7.	Confidential Information	All information including Departmental data (whether in written, oral, electronic or other Format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this RFP (including without limitation such information received during negotiations, location visits and meetings in connection with this RFP);
8.	Consortium	The consortium consists of multiple members (not more than 3 members including the Lead Member) entering into a Joint Bidding Agreement (JBA) for a common objective of satisfying the Authority’s requirements & represented by the Lead Member of the consortium.
9.	Control	In relation to any business entity, the power of a person to secure a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person’s wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;

10.	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
11.	e-procurement Portal	Means the electronic tendering system of the Authority
12.	Intellectual Property Rights	Intellectual property rights include patents, copyright, industrial design rights, trademarks, plant, variety, rights, trade dress, geographical indications
13.	Month	The Month shall mean calendar month & Week shall mean calendar week
14.	Operating Cost	Operating Cost is the cost incurred by Authority after the Go-Live of the project.
15.	Parties	Authority and Bidder for the purposes of this RFP and “ Party ” shall be interpreted accordingly.
16.	Performance Bank Guarantee	Unconditional guarantee provided by the Bidder from a Nationalized/Scheduled Commercial Bank in favour of the Authority for 5% of the Total Project Cost.
17.	Project Implementation	Project Implementation as per the testing standards and acceptance criteria prescribed by Authority or its nominated agencies;
18.	Request for Proposal/ RFP Document	Written solicitation that conveys to the Bidder, requirements for products/ services that the Authority intends to buy and implement
19.	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the MSI;
20.	SLA	Performance and Maintenance SLA executed as part of Master Service Agreement, as specified in Volume III
21.	Software	Software designed, developed / customized, tested and deployed by the Bidder for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements affected during the term of the Project, but does not include the third party software products (including the COTS products used for the product), proprietary software components and tools deployed by the Bidder;

22.	Successful Bidder	The bidder who is qualified & successful in the bidding process and is given the award of Contract and will be referred to as Master system Integrator (MSI)
23.	Operations and Maintenance	Operations and Maintenance services for the software, hardware and other IT and Non-IT infrastructure installed as part of the project after Phase wise Go-Live and for a period of 5 years from the date of phase wise Go-Live. The start date of warranty of the product supplied under the project i.e. hardware, software, IT/Non-IT etc., will be from the phase wise Go-Live date only.

1. Introduction

1.1. [<<Details About Authority and Smart City Project>>]

1.1.1. Fact Sheet

S. No.	Item	Description
i.	Name of the Assignment	Request for Proposal for Selection of Master system Integrator (MSI) for Implementation of Integrated Command & Control Center (ICCC) in (Name of City)
ii.	Method of Selection	The selection of MSI shall be through two stage Least Cost System (LCS) with the 1 st Stage consisting of Prequalification and Technical Criteria evaluation. The minimum qualifying marks for 1 st stage would be 65 marks out of 100 marks. 2 nd stage would be evaluation of Financial Bid and the Bidder with Lowest Bid (L1) will be selected based on Total Price (Capex Price + Opex Price)
iii.	Availability Of RFP Documents	[<<Add name and URL of relevant website>>]
iv.	RFP date	*****
v.	RFP Number	*****
vi.	Last date and time for submission of Proposal (Proposal Due Date)	[<<Add last date for submission>>]; [<<Add end time for submission>>]; On-line on e-procurement Portal: [<<Authority to add e-procurement website URL>>]
vii.	Date, time and Venue of Pre-Bid Meeting	[<<Add Pre-bid date>>]; [<<Add pre-bid time details>>]; Venue: [<<Add pre-bid venue details>>]
viii.	Last date and time for receiving Pre bid queries/clarifications	[<<Add last date>>]; [<<Add end time in "1500 Hrs" format>>]
ix.	Date, time and venue of opening of Pre-qualification and technical proposals on e-procurement platform	[<<Add date of opening>>]; [<<Add time of opening in >>]; Venue : [<<Add venue details>>]
x.	Date, time and Venue of opening of financial proposal	To be intimated to the technically qualified bidders at a later date
xi.	Bid Document Fee (Non-refundable)	Indian Rupees [<<Bid document amount in numerals>>]/- (Indian Rupees [<<Bid document amount in text>>] only) inclusive of Taxes, shall be paid to

		“Authority” on website [<u><<Authority to add e-proc website URL>></u>]
xii.	Bid Security / EMD (Refundable)	INR [<<EMD amount in numerals>>]/- Crore (INR [<<EMD amount in text>>] Only)
xiii.	Performance Bank Guarantee	Five Percent (5%) of Total Project Cost
xiv.	For any enquiries and clarifications, please contact:	*****
xv.	Validity of the Proposal	Bidder proposals shall remain valid for a period of 180 days from last date of submission of Bid.
xvi.	Currency	Currency in which the Bidders may quote the price and will receive payment is Indian Rupees only.

Important Note: Proposals/Bids submitted without Bid Document fee and Bid Security shall be summarily rejected.

2. Instructions to the Bidder

2.1. Instructions for Online Bid submission

- i. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the Bidders on the e-Procurement/e-tender portal are prerequisites for e-tendering
- ii. Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the Bidders through email id as registered.
- iii. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration
- iv. The Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered
- v. The registered DSC only should be used by the Bidder in the transactions and should ensure safety of the same
- vi. Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders
- vii. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise the bid will be rejected

- viii. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meetings if any. Bidder should take into account the corrigendum if any is published before submitting the bids online.
- ix. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smart Card to access DSC
- x. Bidders may select the tender which they are interested in by using the search option and then move it to the 'my tenders' folder.
 - a. From my tender folder, the Bidder may select the tender to view all the details uploaded there
 - b. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
 - c. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in [PDF/xls/rar/jpg/dwf] formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded online for the tenders should be less than [2 MB]. If any document is more than [2MB], it can be reduced through zip/rar and the same, if permitted, may be uploaded. The total available size for uploading the documents will be as per the size limited by e-procurement portal.
 - d. Bidder should submit the Bid Document Fee/ Bid Security/EMD as specified in the tender. The hard copy of the document should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
 - e. While submitting the bids online, the Bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets
 - f. The Bidder has to select the payment option as offline to pay the Bid Document Fee/ Bid Security/EMD as applicable and enter details of the instruments
 - g. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bids shall not be acceptable or liable for rejection.
 - h. The Bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that the Bidder has read, understood and agreed with all clauses of the Bid Document including General conditions of contract without any exception.
 - i. The Bidder has to upload the relevant files required as indicated in the cover content
 - j. If the Price-bid/BOQ template is provided in a spreadsheet file (for e.g. BoQ_XXXX.xls), the rates offered should be entered in the allotted space only and uploaded after filling

the relevant columns. The Price-bid/BOQ template shall not be modified / replaced by the Bidder; else the bid submitted is liable to be rejected for the tender.

- k. The Bidders are advised to submit the bids through an online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the Bidders.
- l. After the bid submission, the acknowledgement number indicated by the system should be printed by the Bidder and kept as a record of evidence for online submission of bids for the particular tender.
- m. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The Bidder should follow such time during bid submission.
- n. All the data being entered by the Bidder would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person
- o. Any Bid Document that is uploaded on the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded Bid Documents become readable only after the tender opening by authorized bid openers.
- p. The confidentiality of the bids is maintained with the use of Secure Socket Layer (SSL) 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- q. The Bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.
- r. For any queries regarding e-Tendering process, the Bidders may contact at address as provided in the Bid Document. For any further queries, the Bidders are advised to send an email to [<<Authority to provide email ID>>].

2.2. General

- i. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- ii. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the project by the Authority on the basis of this RFP.
- iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the

Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.

- iv. Bids shall be received by the Authority on the e-Procurement portal [<<Authority to add e-proc website URL>>] 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 being declared a public holiday by the Government of respective state, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- v. Telex, cable, or facsimile offers will be rejected

2.3. Eligible Bidders

2.3.1. Bidding entity

- i. The Bidder for pre-qualification may be a single entity or a group of entities (the "Consortium"), coming together to fulfil the deliverables as per the scope of the Bid. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- ii. A Bidder may be a natural person, private entity, [government-owned entity] or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause no. 2.3.2 below.
- iii. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

2.3.2. Consortium of Firms

2.3.2.1. In case a bid is submitted by a consortium of two or more firms/ companies (No. of members shall not be more than [3]) as consortium members, the members of consortium shall meet the following requirements:

- i. All the members of the consortium shall meet individually the financial requirement criteria given at Clause no. 3.5, section (iii)
- ii. The Lead Consortium Member shall meet not less than 51% of the minimum financial requirement criteria given at Clause no. 3.5, section (ii)
- iii. Each of the other Consortium Member(s) individually shall meet not less than [20%] of the minimum financial requirement criteria given at Clause no. 3.5, section (ii) below
- iv. In case of a Consortium, the requirements under technical eligibility criteria Clause no. 3.5, section (iv), have to be met individually for each of the scope by one of the consortium members in its entirety. To illustrate, a consortium member shall submit successful execution of at least two (2) projects in the last 7 years under the City Surveillance System. The Lead Member/other member can submit successful execution of at least two (2) projects in the last 7 years for 'Design, Build and Maintenance of data center' and 'Public Address/Information System' respectively.

2.3.2.2. In case of Consortium, the following conditions shall also apply:

A Consortium shall be considered Bidder provided that one of the members of the consortium shall be nominated as being in-charge (the "Lead Member") and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members.

2.3.2.3. In case the Bidder being Indian Company is having collaboration with the Company incorporated outside India (Foreign Company), the Bidder shall in respect of such collaboration submit duly certified/authenticated copies of the following documents:

- i. Certificate of Incorporation / Registration Certificate issued by the competent authority under the law in force in the country of its incorporation.
- ii. Memorandum and Articles of Association or document constituting the company and regulating its affairs.
- iii. List of board of directors or regulating/controlling body; Address of its place of business in India, if any.
- iv. Audited annual financial statements and financial Net-worth for the last three years only of foreign entities.
- v. Complete copy of agreement entered into by the Indian company with the foreign company together with gist of major terms, validity period, demarcation of scope of work, role, and responsibilities of each party to the agreement, technical, financial and management aspects of the agreement.
- vi. Commitment of the foreign company to continue with agreement and to discharge its role / functions under the agreement till the completion of project including the O&M period, if assigned by [Authority].
- vii. Any other papers or documents required by [Authority] at a later stage or in future.

2.3.2.4. The Lead Consortium Member shall submit the Bid and shall be liable towards fulfilling the obligations in this RFP.

2.3.2.5. The Lead Consortium Member shall have a valid Goods and Services Tax Registration Number, Provident Fund (PF) Code and Permanent Account Number (PAN) for the Republic of India.

2.3.2.6. The Lead Consortium Member shall designate and authorize one person to represent the Consortium in its dealings with the Authority through a Power of Attorney as per Annexure 9 to perform all tasks including, but not limited to, providing information, responding to inquiries, signing of Bid on behalf of the Consortiums, etc.

2.3.2.7. Each member of the Consortium shall have a registered office (under the Companies Act 1956/2013 with Registrar of Companies) and operations in India.

2.3.2.8. Every Consortium Member shall provide consent to the Lead Member and make itself aware of all the proceedings of the bidding process and Project implementation through legally enforceable consortium agreement (the "Joint Bidding Agreement), power of attorneys, legal undertakings, etc. entered amongst all members of that Bidding Consortium including but not limited to those as prescribed in Annexure 4, Annexure 5 and Annexure 7. In the absence of duly executed formats, the Bid shall not be considered for evaluation and will be rejected.

2.3.2.9. The Bidder / member of consortium should not be blacklisted/barred by any Govt. Organization or Regulatory Agencies or Govt. Undertaking. Bidder should submit a self-undertaking signed by its Authorized Signatories for the same as per Annexure A.1.5.

2.3.2.10. The Lead Member shall submit the Bid after legitimately paying the Bid Document fees for the RFP, and submission of the EMD/Bid Security as per the various terms, schedules and formats prescribed as per Annexure 4 and Annexure 5

2.3.2.11. The bid, and in case of successful bid the specified Form of Agreement, shall be signed so as to be legally binding on all consortium members as per Annexure 8

2.3.2.12. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Consortium, and the entire execution of the Contract shall be done with the Lead Member and payment under the contract shall be received by the Lead Member on behalf of the Consortium as per power conferred to him in the Power of Attorney.

2.3.2.13. The Lead Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. The statement to this effect shall be provided along with RFP submissions including the Bid Form and Contract (in case of successful bid).

2.3.2.14. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later. Any change in the Consortium member will need to be approved by the Authority. However, Authority reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Agreement.

2.3.2.15. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills, and trained manpower commensurate with its role and responsibilities during the Contract Period.

2.3.2.16. The Consortium Agreement must also state that the period of the Agreement would coincide with the Contract period. Consortium must continue to be in existence during the period of the contract and that any change will be subject to approval of the Authority only.

23.2.17. Any Dispute arising during Contract Period between the Consortium Members shall be resolved amicably without adversely impacting Project Implementation and Operation. If in Authority's opinion, dispute between Consortium members adversely impacts implementation and operation of the Project, then Authority may its sole discretion in the interest of the Project, (a) Terminate the Contract after due process and/or (b) Provide a binding solution.

In case Authority intends to proceed for termination on account of MSI's Event of Defect and / or unresolved disputes between the Consortium Members, all the Consortium Members shall be jointly and severally liable for Implementation, Operation and Maintenance of project at Agreed prices and payment terms specified in this RFP till Authority or any new agency appointed by it takes over the Project.

2.4. Proposal Preparation Cost

- i. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Authority, to facilitate the evaluation process, and in negotiating a definitive agreement or all such activities related to the bid process. The Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- ii. This Bid Document does not commit the Authority to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of Authority and may be returned at its sole discretion.

2.5. Pre-Bid Meeting

- i. A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, to the following e-mail id on or before [<<date>>] till [<<Time in "1700 Hrs" format>>] Hrs, Email Id for submission of queries: (Email ID: [<<Authority to provide email ID>>])
- ii. Authority will host a Pre-Bid Meeting for queries (if any) by the prospective Bidders. The representatives of the Bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the Bidders to clarify their doubts / seek clarification or additional information necessary for them to submit their bid.
- iii. Date, Time, and Venue for the Pre-Bid Meeting:
 - Pre-Bid conference will be held on [<<Add Pre-bid date>>] at [<<Add pre-bid time details>>] Hrs
 - Venue for Pre-Bid conference: [<<Add pre-bid venue details>>]
 - The queries should necessarily be submitted in the following format:

Request for Clarification			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel: Mobile: Fax: Email:
Sr. No	RFP Document Reference (Volume, Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought
1			
2			

Queries submitted post the above-mentioned deadline or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the website: [\[<<Authority to add e-proc website URL>>\]](mailto:Authority to add e-proc website URL).

- i. At any time before the deadline for submission of bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an addendum/ corrigendum.
- ii. The Bidders are advised to visit [\[<<Authority to add e-proc website URL>>\]](mailto:Authority to add e-proc website URL) on regular basis for checking necessary updates. Authority also reserves the rights to amend the dates mentioned in this RFP for bid process.
- iii. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Authority may, at its discretion, extend the last date for the receipt of Bids.

2.6. Compliant Bids/Completeness of Response

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

- c) Comply with all requirements as set out within this RFP

2.7. Right to amendment of the project scope

- i. Authority retains the right to amend the scope of work or amend the program for service delivery at any time and without assigning any reason. Authority makes no commitments, express or implied, that the full scope of work as described in this RFP will be commissioned.
- ii. The bidder's technical and commercial proposals received in this process may result in Authority selecting to engage with the bidders in further discussions, seeking clarifications and negotiations toward execution of an agreement including finalization of the scope elements. The commencement of such negotiations does not, however, signify a commitment by the Authority to execute a contract or to continue negotiations. Authority may terminate negotiations at any time without assigning any reason.

2.8. Authority rights to terminate the selection process

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

2.9. Right to Accept/Reject any proposal

- i. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefore.
- ii. Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:

a. General rejection criteria

- i. Conditional Bids;
- ii. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent/incomplete at any stage / time during the Tendering Process;
- iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- iv. Bids received after the prescribed time & date for receipt of bids;
- v. Bids without signature of person (s) duly authorized on required pages of the bid;
- vi. Bids without power of attorney/ board resolution or its certified true copy;

b. Pre-Qualification rejection criteria

- i. Bidders not complying with the Eligibility Criteria given in this RFP;
- ii. Revelation of prices in any form or by any reason before opening the Commercial Bid;
- iii. Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in every respect;

c. Technical rejection criteria

- i. Technical Bid containing commercial details;
- ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- iii. Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in every respect;
- iv. Bidders not quoting for the complete scope of work as indicated in the RFP Documents, addendum /corrigendum (if any) and any subsequent information given to the Bidder;
- v. Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents;
- vi. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this RFP;

d. Commercial Rejection Criteria

- i. Incomplete price Bid;
- ii. Price Bids that do not conform to the RFP's price bid format;
- iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
- iv. If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.

Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the L1 Bidder gets disqualified / rejected, then Authority reserves the right to consider the next best ranked Bidder, or take any other measure as may be deemed fit in the sole discretion of Authority, including annulment of the Selection Process.

2.10. Bidder to Inform

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

2.11. Bid Formats

a) Pre-Qualification Bid Format

#	Documents to be submitted	Format
i.	Pre-Qualification Checklist	As per format mentioned in Section A.1.1 of Annexure 1
ii.	Bid Cover Letter	As per format mentioned in Section A.1.2 of Annexure 1
iii.	Particulars of the bidders	As per format mentioned in Section A.1.3 of Annexure 1
iv.	Power of attorney / board resolution to the authorized Signatory of the Bid	As per format mentioned in Section A.1.4 of Annexure 1
v.	Self-declaration by the Bidder, each member of consortium (if applicable) and their Directors duly signed by the authorized signatory confirming they have not been blacklisted by any Central / State Government/Union Territories/PSUs in India as on the bid submission date.	As per format mentioned in Section A.1.5 of Annexure 1
vi.	E.M.D. of INR [<<EMD amount in numerals>>] /- [<<EMD amount in text>>] Only)	As per format mentioned in Annexure 4
vii.	Performance Bank Guarantee	As per format in Annexure 5
viii.	Consortium agreement (if applicable)	As per format mentioned in Annexure 8
ix.	Bid Document fee (Non-refundable)	INR [<<Bid document amount in numerals>>] ([<<Bid document amount in text>>] only)- inclusive of taxes
x.	Company Incorporation/Registration certificate	Copy of certificate of Incorporation
xi.	Certificate(s) from the statutory auditor towards average annual Turnover of the entity/entities over the last three (3) financial years (2018-19, 2019-20 and 2020-21)	Details of annual turnover with documentary evidence
xii.	Certificate(s) from the statutory auditor towards net worth for the last three (3) financial years (2018-19, 2019-20 and 2020-21)	Details of net worth with documentary evidence
xiii.	PAN documents	Copy of PAN documents
xiv.	GST registration	Copy of GST registration
xv.	Undertaking to open Office in [<<CITY_NAME>>]	Address of the office in [<<CITY_NAME>>] Or Undertaking from authorized signatory to open office with GST registration in [<<CITY_NAME>>]

		within 30 days from contract signing.
xvi.	<p>The Sole Bidder or any of Consortium members, should jointly possess any three (3) of the below certifications which are valid at the time of bidding:</p> <p>a) ISO 9001:2008/ ISO 9001:2015 for Quality Management System b) ISO 14001:2015 for Environmental Management System c) ISO 20000:2011 for IT Service Management d) ISO 27001:2013 for Information Security Management System v. CMMi Level 3 or above for Capability Maturity Model Integration</p>	<p>The Sole Bidder or any of Consortium members:</p> <p>Copies of valid certificates AND For CMMi Level 3 or above</p> <p>Copies of valid certificates</p> <p>In case the Bidder is in the process of re-certification of CMMi Level 3 or above; then the copy of expired certificate and present assessment certificate from duly authorized CMMi Auditor to be enclosed</p>

b) Technical Bid Format

#	Checklist Item	Format
i.	Technical Bid Checklist	As per format mentioned in Section A.2.2 of Annexure 2
ii.	Technical Bid Covering Letter	As per format mentioned in Section A.2.3 of Annexure 2
iii.	Proposed CVs	As per format mentioned in Section A.2.4 of Annexure 2
iv.	Credential summary	As per format mentioned in Section A.2.5 of Annexure 2
v.	Project Citations and Self-certifications, as applicable	As per format mentioned in Section A.2.6 of Annexure 2
vi.	Project plan and manpower plan	As per format mentioned in Section A.2.7, A.2.8 & A.2.9 of Annexure 2
vii.	Compliance to benchmark/ functional requirement	As per format mentioned in Section A.2.10 of Annexure 2
viii.	Manufacturers'/Producers' Authorization Form	As per format mentioned in Section A.2.11(a) of Annexure 2
ix.	Cloud Service Providers'(CSP's) Authorization Form	As per format mentioned in Section A.2.11 (b) of Annexure 2

x.	Anti-Collusion certificate	As per format mentioned in Section A.2.12 of Annexure 2
xi.	Detailed proposed solution	As per format mentioned in Section A.2.13 of Annexure 2
xii.	Proposed Bill of Material	As per format mentioned in Section A.2.14 of Annexure 2

c) Commercial Bid Format

The Bidder must submit the Commercial Bid in the formats specified in Annexure 3.

S. No.	Parameter	Format
i.	Total Price Summary	As per format mentioned in Section A.3.1 of Annexure 3
ii.	Price component for CAPEX	As per format mentioned in Section A.3.2.1 of Annexure 3
iii.	Price component for OPEX	As per format mentioned in Section A.3.2.2 of Annexure 3

2.12. Language of the Bid

The bids prepared by the Bidder and all subsequent correspondence and documents relating to the bids exchanged by the Bidder and Authority shall be written in English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

2.13. Hand-written documents, Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections, or alterations in the offer. Filling up the information using terms such as "OK", "noted", "as given in brochure/manual" is not acceptable and may lead to the disqualification of the Bid.

2.14. Earnest Money Deposit (EMD) / Bid Security

The Bidding Documents can be downloaded after paying requisite fee i.e., INR [<<Bid document amount in numerals>>] /- (Indian Rupees [<<Bid document amount in text>>] Only) through e-payment mode, payable to "*****" from website: [<<Authority to add e-proc website URL>>]. The cost of bidding documents is non-refundable.

The Bidders should have the necessary portal enrolment with his/her own Digital Signature Certificate (DSC).

The Bidder shall pay EMD of INR [<<EMD amount in numerals>>] (Rupees [<<EMD amount in text>>] only) in the form of NEFT/RTGS/Net Banking or Unconditional irrevocable Bank guarantee of any nationalized / scheduled banks (with validity of 180 days and 90 days of claim period in case of the Bank Guarantee).

EMD shall be in favour of [<<SPV Name>>]

No interest will be payable by the Authority on the Earnest Money Deposit/Bid Security.

Bidder must submit a self-attested copy of Challan issued by Bank / documentary proof in the office of Chief Executive Officer, [<<SPV Name>>], in respect of e-payment made for the deposit of EMD/Bid Security. The Technical Bid will be opened after checking this challan/ documentary proof submitted by the bidder.

In case a bid is submitted without EMD/Bid Security or Bid Document fees as mentioned above, then Authority shall reject the bid without providing opportunity for any further correspondence to the bidder concerned and the Bids shall be treated as non-responsive.

The EMD/Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.

The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof.

On event of the occurrence of the following, the EMD may be forfeited if:

- A Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
- In the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- During the bid process, if any information is found wrong / manipulated /fraudulent information in the bid.

The format for submitting EMD is as per Annexure 4.

2.15. Bid Prices

The Bidder shall indicate in the proforma prescribed, the unit rates and total Bid Prices for the product and services, it proposes to provide under this RFP. Prices should be shown separately for each item as detailed in this document.

The Bidder shall prepare the Bid based on details provided in the RFP document. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Authority. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP document and with due diligence. It shall be the responsibility of the Bidder to fully meet all the requirements and objectives of the RFP. If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the Project; such changes shall be carried out within the proposed price. If any deviation has a major impact on the Project Cost, the Authority shall take appropriate decisions and such decisions would be binding on the Bidder.

2.16. Firm Prices

Prices quoted in the Bid must be firm and shall not be subject to any modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Price Bid should clearly indicate the price quoted without any ambiguity whatsoever and should include all applicable taxes, duties, fees, levies, and other charges as may be applicable in relation to the activities proposed to be carried out. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

Prices in any form or by any reason before opening the Price Bid should not be revealed, failing which the offer shall be liable for rejection. If price change is inevitable due to any factor external to the Bidders, the Bidders may be given a chance to submit revised Bids in a separate sealed cover. Decisions of the Authority shall be final in this regard.

2.17. Amendment of the RFP Document

At any time prior to the submission of bids, Authority for any reason whatsoever, may modify any element of the RFP Document by issuing an addendum/corrigendum. For the sake of interpretation, the content of any corrigenda issued by the Authority shall be read as a part of the original RFP Document. In each instance where provisions of the Corrigenda contradict or are inconsistent/ inapplicable with the provisions of the RFP, the provisions of the Corrigenda shall prevail and govern, and the contradicted or inconsistent/inapplicable provisions of the RFP shall be deemed amended accordingly.

The Authority may in its sole discretion consider extension of deadlines for submission of the bids, in order to allow prospective bidders reasonable time to take the amendment into account while preparing their bids. All communications with regards to the clarifications / corrigendum shall be uploaded in the website [<<Authority to add e-proc website URL>>].

It shall be the responsibility of the Bidder(s) to check the Authority's website and e-procurement portal from time to time for any amendment in the RFP document.

2.18. Inspection of Site and sufficiency of RFP

Bidder is expected to work out their own rates based on the detailed description of scope of work, the specifications, SLA conditions, etc. and should judiciously arrive at the bidding price. The Bidder shall be deemed to have satisfied itself before Bid submission as to correctness and sufficiency of its bid. The rates quoted by the bidder shall cover all its obligations under the RFP necessary for proper execution of the project including O&M.

If necessary, before submitting its Bid the Bidder should inspect and examine various sites and its surroundings and shall satisfy itself about form and nature of the Sites (including equipment/asset locations), means of access to the Sites, and in general, obtain all necessary information which may influence or affect Project implementation and operationalization. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

2.19. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP as per Annexure- A.1.6. (No Deviation Certificate). The bids with deviation(s) are liable for rejection.

2.20. 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 A.1.7.

2.21. Key Personnel

Authority has identified certain key positions and minimum qualifications for each of the positions that should be part of the project team of the Bidder (hereby referred to as “key personnel”). Details of these key positions are provided in Annexure A.2.9.

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

Selected 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.

Selected Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.

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

b) Evaluations

Selected 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. The Selected Bidder shall provide reasonable written notice to the Authority of the date of each evaluation of each member of the Key Personnel. Authority shall be entitled to provide inputs to the Selected Bidder for each such evaluation. Selected Bidder shall promptly provide the results of each evaluation to the Authority, subject to Applicable Law.

c) Replacements

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

The Selected 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 agreement period, subject to reasonable extensions requested by the Selected Bidder to Authority.

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

- a. A resume, curriculum vitae and any other information about the candidate that is reasonably requested by Authority; and

- b. An opportunity to interview the candidate.

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

If Authority objects to the appointment, the Selected Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.

The Selected Bidder needs to ensure at least 4 weeks of overlap period in such replacements. Authority will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the Selected Bidder due to resource replacement.

d) High Attrition

If in the first 6 months period from the Effective Date and in any rolling 12 months period during the Term of agreement, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with Authority's prior written consent, the Selected Bidder shall:

- i. provide Authority with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Selected Bidder with any departing member of the Key Personnel; and
- ii. 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.

2.22. Inclusion of MSMEs and Emphasis on Make in India in Project Delivery

Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. Further to promote Make in India initiative of Government of India, procurement guidelines as per Public Procurement (Preference to Make in India), Order 2017, and its subsequent amendments thereof, of Department for Promotion of Industry and Internal Trade (DPIIT) has to be strictly complied with.

2.23. Right to vary quantity

- i. At the time of award of contract, 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.
- ii. If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances limited to variation upto 25%, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

- iii. Repeat orders for extra items or additional quantities may be placed limited to variation upto 25%, 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.
- iv. During the course of implementation and detailed due diligence, it may be required to vary the quantity and location of the field devices to suit the overall smart city requirements. The Selected Bidder should be required to provision and supply such field devices and the backend resources at the unit rates quoted in the tender response. Such escalations/additions may go up to 25% of the specified BOQ.

2.24. Withdrawal, Substitution and Modification of Bids

- i. 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
- ii. Bids withdrawn shall not be opened and processed further.

3. Selection Criteria

3.1. Opening of Bids

The Bids shall be opened by Authority in presence of those Bidders or their representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

There will be three bid-opening events under 2-stage bidding process:

- i. **Set 1 (RFP Document fee & Bid Security/EMD) and Set 2 (Pre-Qualification bid)**
- ii. **Set 3 (Technical bid)**
- iii. **Set 4 (Price bid)**

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

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

Bids received within the prescribed closing date and time will be opened on the e-procurement platform, on the date, time and at the address mentioned in the RFP Document.

- i. Technical bid of only those Bidders shall be opened who meet the Pre-Qualification requirements
- ii. Price Bid of only those Bidders shall be opened who obtain minimum 65 marks in the technical evaluation

3.2. Preliminary Examination of Bids

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority, and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- i. Not submitted in format as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested
- vi. Non-compliant to any of the clauses mentioned in the RFP
- vii. With lesser validity period
- viii. EMD not submitted / lesser EMD validity period
- ix. If the Bidder gives wrong information in the Bid.
- x. Canvassing in any form in connection with the Bid.
- xi. Bids submitted after due date and time.
- xii. Bids submitted by Print out/Telex/Telegram/Fax/e-mail.
- xiii. Erasure and/or over writing is/are Not permissible
- xiv. Bids not signed by authorized signatory

3.3. Clarification on Bids

3.3.1. During the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

3.3.2. The Authority may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the bidding documents without any material deviations, objections, conditionality, or reservations. A material deviation, objection, conditionality, or reservation is one (i) that affects in any substantial way the scope, quality, or performance of the Agreement; (ii) that limits in any substantial way, inconsistent with the bidding documents, Authority's rights or the selected Bidder's obligations under the Agreement; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting responsive bids.

3.4. Evaluation Process

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

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

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

The steps for evaluation are as follows:

3.4.1. Stage 1 Pre-Qualification and Technical Evaluation

3.4.1.1. Pre-Qualification

- i. Authority shall validate the Set 1 “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- ii. If the contents of Set 1 are as per requirements, Authority shall open the Set 2 “Pre-Qualification Bid”. **Each of the Pre-Qualification conditions mentioned in the document is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the Bidder shall be disqualified.
- iii. Bidders will be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders, after the submission of Performance Bank Guarantee by the successful Bidder. Bids of only those bidders who meets the Pre-Qualification criteria, shall be considered for further evaluation i.e., Stage – 2: Technical Evaluation
- iv. Technical and Price bids for those Bidders who don’t pre-qualify will not be opened. Price bids will not be opened for those Bidders, who don’t qualify the technical evaluation. Bid Security amount shall be returned for those who don’t qualify the financial evaluation stage after Performance Bank Guarantee is submitted by successful Bidder.

3.4.1.2. Technical Evaluation

- i. “Technical bid” will be evaluated only for the Bidders who succeed in Stage 1.
- ii. Authority 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 Authority’s discretion.
- iii. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in the RFP
- iv. The Bidders shall make a presentation to the Authority/ Committee appointed by the Authority to supplement their bids which include the following
 - a. Approach & Methodology including Project Experience
 - b. Proposed Solution
 - c. Manpower – Technical Resources
 - d. Proof of Concept of proposed solution

- v. The Authority envisages to have proof of concept / technical demonstration to evaluate the technology & system performance for achieving city business outcomes. During the Demonstration/Proof-of-Concept (PoC) at technical evaluation stage, the Evaluation Committee will give special attention to verify the quality, robustness and appropriateness of the proposed solution/ equipment(s). If any brand / products are found unsuitable, Bidder may get disqualified or may be asked to replace the product with better products, meeting the tender requirements, without any change in commercial bid. POC shall be performed as per use cases provided by the Authority in the RFP. Bidder shall be asked to demonstrate such use cases either in local setup at the city level or existing deployments (on the same product and equipment stack as proposed in RFP response) over network/cloud.] at the discretion of the Authority. PoC should cover end to end data flow from identified domain system to ICCC and alert based SOP implementation.
- vi. The Bidder shall be required to exhibit overall solution architecture along with compliance to functional and non-functional requirements of the RFP, through presentation.
- vii. The Authority will notify the date and venue for conducting such PoC / technical demonstration to the prospective bidders.
- viii. The Bidder shall bear all the costs associated with PoC except for PoC venue, network and internet connectivity which shall be made available by the Authority. The MSI shall share the network and internet connectivity requirements minimum one week in advance prior to the date of PoC to the Authority.
- ix. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only those bidders who get a minimum Technical score of 65% will qualify for the commercial evaluation stage and Bidder should get a minimum of 50% of marks in each of the Technical Eligibility Criteria.

3.4.2. Stage 2: Commercial Evaluation

- i. All the technically qualified Bidders will be notified to participate in the Commercial Bid opening process.
- ii. The Price bids of the technically qualified Bidders shall then be opened on the notified date and time and reviewed to determine whether the Price bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- iii. Price Bids that are not as per the format provided in the RFP shall be liable for rejection.
- iv. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately

The Authority or any other government agency shall not have any liability of paying any taxes (including GST)/charges/levies as part of this project. The bidder has to quote their Price duly factoring all these costs over the project duration.

If there is any discrepancy in the Price Bid, it will be dealt as per the following:

- i. If, in the price structure quoted for the required Product and Services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), only the total price/cost as quoted in the table in the Price Bid Format 1 shall

prevail. The unit prices quoted in Section A.3.2 of Annexure 3, Format 2, shall be considered only in case of any deviations/modifications in the scope of the work in due course.

- ii. If there is a discrepancy between words and figures, the amount in words shall prevail.

3.4.3. Successful bidder evaluation

The Selection of Successful Bidder shall be through two stage Least Cost System (LCS) with the 1st Stage consisting of Prequalification and Technical Criteria evaluation. The minimum qualifying marks for 1st stage would be 65 marks out of 100 marks. 2nd stage would be evaluation of Financial Bid and the Bidder with L1 Bid will be selected based on Total Price (Capex Price + Opex Price)

The Bidder with lowest Total Price (Capex Price + Opex Price) will be declared as the winner and will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders have equal Total Price, the Bidder with the higher technical score will be invited first for negotiations for awarding the contract.

3.5. Pre-Qualification Criteria

The Bidder must possess the requisite experience, strength, and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial ability that would be required to successfully provide System Integration, Operation and Maintenance services sought by the Authority for the entire agreement duration. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the bid document. This invitation to bid is open to all Bidders who qualify the eligibility criteria as given below:

#	Eligibility Criteria	Document Proof	Name to be given to the PDF file to be uploaded
i.	The Sole Bidder OR Lead Member (in case of consortium) Should be: a) An Indian Firm b) Registered under the Companies Act 1956/2013 in India or LLP firm/ Partnership firm under Partnership Act of 1932 c) In operation in India for a period of at least 10 years as on Bid Submission Date.	For Sole Bidder/Lead Member of Consortium a) Copy of Certificate of Incorporation / Registration under Companies Act 1956/2013 or Partnership Act of 1932 b) Memorandum and Articles of Association c) GST Registration Certificate d) Copy of purchase orders showing at least 10 years of operations or Certified true	PQ_1

		<p>copy of relevant extracts of balance sheet and PL statements for last 10 years</p> <p>For Consortium members other than lead member</p> <p>a) Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or Partnership Act of 1932</p> <p>b) GST Registration Certificate</p> <p>c) Joint Bidding agreement clearly stating the roles and responsibilities of each member</p> <p>d) Copy of purchase orders showing at least 5 years of operations or Certified true copy of relevant extracts of balance sheet and PL statements for last 5 years.</p>	
ii.	<p>a) The Bidder shall have an average annual turnover of INR [<<add turnover amount>>] Crores* over the last three (3) financial years (2018-19, 2019-20 and 2020-21) In case of consortium</p> <ul style="list-style-type: none"> • Lead Members should have minimum 51% of the Turnover requirement under this clause. • Other members together should meet at least 20% of the Average Annual Turnover requirement • The sole Bidder/Lead Member in case of consortium shall have, as its object of business, the following Specific Business Areas <p>b) Specific Business Areas</p>	<p>The Sole Bidder or the Lead Member and all other members of consortium:</p> <p>a) Audited statement for stated 3 financial years of sole bidder</p> <p>b) Audited statement for stated 3 financial years of Lead Member and /or other Members of consortium, if applicable</p> <p>c) Charter Documents of the Bidder indicating Specific Business Areas</p>	PQ_2

	<ul style="list-style-type: none"> • ICT Infrastructure (including Data Centres) • IT system integration services <p><i>*Average Annual Turnover should be at-least 50% of the Total Cost of the project</i></p>		
iii.	<p>The Bidder, including all members of consortium should have a positive net worth* for the previous 3 financial years (2018-19, 2019-20 and 2020-21)</p> <p><i>*As per annexure A.1.3.</i></p>	<p>a) Audited and Certified Balance Sheet and Profit/Loss Account of last 3 stated Years should be enclosed</p> <p>b) Certificate from the Statutory auditor clearly specifying the net worth of the firm</p>	PQ_3
iv.	<p>The Bidder shall have successfully executed at least two (2) projects each, in at least three (3) of the following scope in last 7 years as on Bid Submission Date:</p> <p>a) City Surveillance System- Surveillance system like CCTV surveillance system. The project should have at least [<<add number>>] cameras. Value of each project should be minimum of INR [<<add amount>>] Crore</p> <p>b) Public Address/ Information System-</p> <ul style="list-style-type: none"> • At least 10 Variable Message Display <p>or</p> <ul style="list-style-type: none"> • At least 50 Public Address System/ 50 Emergency Call Box <p>or</p> <ul style="list-style-type: none"> • At least 10 Environmental Sensors <p>c) Design, Build and Maintenance of Data Center- The Bidder (or any Consortium member) should have been awarded and successfully executed a project related to implementation or management of IT Infrastructure</p>	<p>a) References along with requisite contract/ PO/WO.</p> <p>b) The references should indicate client name, scope of work, project start date and date of completion of installation.</p> <p>Certificate from the client on successful implementation and operation of the project.</p>	PQ_4 & PQ_5

	<p>for Data Center for Central / State Government / Union Territories/PSUs in India / Reputed Indian Companies (where the Annual Turnover of the Company in last three Financial years (2018-19, 2019-20 and 2020-21) must be greater than 100 Crore) having a minimum value of INR [<<add amount>>] crores each in the last seven (7) years (from the date of submission of bid). The Data Center shall be of minimum Tier II</p> <p>Note:</p> <ul style="list-style-type: none"> • For Tier-II Data Center, Bidder needs to submit Uptime Institute Certificate or Work Order/ Agreement/ Certificate from Client along with Self Certification in the form of Notarized Affidavit signed by Director of Company along with Certificate from Chartered Accountant confirming the project value • In case of Reputed Indian Companies, Balance Sheets or Certificate from CA of the said company confirming the turnover must be submitted • Projects executed by Bidder as Sub-Contractor with end customer as Central / State Government/Union Territories/PSUs in India would qualify for meeting this requirement, if Certificate clearly mentioning the scope of work, value of the work and satisfactory execution of work issued by the Client is submitted or Documentary evidences establishing relationship between End Client and Subcontractor and successful commencement of work is submitted <p>d) Design, Build and Maintain Integrated Command and Control Centre- The bidder (or any Consortium member) should have</p>		
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	<p>experience of setting up or Operations and Maintenance (O&M) of a project covering an Integrated command and control center /emergency response centre / Security and Surveillance control room/ City wide NOC/Expansion of City wide NOC/Surveillance control room built for Central / State Government/Union Territories/PSUs in India /Reputed Indian Companies (where the Annual Turnover of the Company in last three financial years (2018-19, 2019-20 and 2020-21) must be greater than INR [<<add amount>>] Crore) as on Bid Submission date of value not less than INR [<<add amount>>] Crore each.</p> <p>The above should consist of Command and Control Software, Video wall, Operations room, contact center/help desk.</p> <p>Note:</p> <ul style="list-style-type: none"> • In case of Reputed Indian Companies, Balance Sheet or Certificate from CA of the said company confirming the turnover must be submitted. • Projects executed by Bidder as Sub-Contractor with end customer as Central / State Government/Union Territories/PSUs in India would qualify for meeting this requirement, if Certificate clearly mentioning the scope of work, value of the work and satisfactory execution of work issued by the Client is submitted or Documentary evidences establishing relationship between End Client and Subcontractor and successful commencement of work is submitted • Bidders can claim the technical experience of their parent/ subsidiary company, only if 		
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	<ul style="list-style-type: none"> • They are wholly owned subsidiary of their parent Company • Resolution/ Authorization form Board of Parent/ subsidiary company is submitted authorizing use of Parent/subsidiary company's experiences along with declaration that the parent/ subsidiary company will support during project tenure • Consolidated Balance Sheet for last 3 (three) years is submitted to establish Parent-sub subsidiary relationship <p>e) Integration of ICT applications with Command and Control Centre- The bidder (or any consortium member) should have been awarded and successfully executed integration of at least two (2) components having bi-directional integration from the list below with Integrated command and Control centre in the last seven (7) years</p> <ul style="list-style-type: none"> • City Surveillance System, • Parking System, • Intelligent Integrated Solid Waste Management System, • Water & Power SCADA, • Smart Governance, • Vehicle Tracking System, • Traffic Signal / Traffic Enforcement System / e-Challan, • Smart Lighting / LED Lights, • Geographical Information System (GIS) 		
v.	Affidavit by the Bidder, each member of consortium (if applicable) duly signed by the authorized signatory confirming they have not been blacklisted by any Central / State Government/Union Territories/PSUs in India as on the bid submission date in India	Undertaking by the authorized signatory of Bidder (In case of Consortium to be provided by each member) as per format given in Section A.1.5 of Annexure1.	PQ_6
vi.	Sole Bidder/Lead member should establish Project office within 30 days	Undertaking to open Office in [<<City_Name>>]	PQ_7

	of issuance of LoI in [<<City_Name>>] City if not established earlier	Or Copies of any two of the followings: Property Tax / Electricity / Telephone Bill / GST Registration /Lease agreement.	
vii.	The Sole Bidder or any of Consortium members, should jointly possess any three (3) of the below certifications which are valid at the time of bidding: a) ISO 9001:2008/ ISO 9001:2015 for Quality Management System b) ISO 14001:2015 for Environmental Management System c) ISO 20000:2011 for IT Service Management d) ISO 27001:2013 for Information Security Management System e) CMMi Level 3 or above for Capability Maturity Model Integration	The Sole Bidder or any of Consortium members: Copies of valid certificates AND For CMMi Level 3 or above Copies of valid certificates In case the Bidder is in the process of re-certification of CMMi Level 3 or above; then the copy of expired certificate and present assessment certificate from duly authorized CMMi Auditor to be enclosed	PQ_8
viii.	Specific Power of Attorney in favour of Authorized Signatory signing the Bid and Board Resolution in favour of a person granting the Power of Attorney for the Sole Bidder or the Lead Member in case of Consortium who shall sign the agreement. Specific Power of Attorney in favour of Authorized Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney for the Lead Member from each member of the Consortium authorizing to sign the agreement on behalf of them	Specific Power of Attorney for the Sole Bidder or the Lead Member in case of Consortium to sign the agreement as per format Specific Power of Attorney from each consortium member to the Lead Member authorizing to sign the agreement on behalf of them as per format	PQ_9

Important Note:

- i. For all the project experience, following documentary evidences are required:
 - a. Work order/ Contract clearly highlighting the scope of work, Bill of Material, and value of the contract/order.

OR

If NDA is signed between Bidder & Client and Work Order/ Contract cannot be submitted as a proof of work, then Bidder shall submit Certificate mentioning NDA signed, scope of work, Cost of Project, duration of project and current status of the project signed by the Designated Authority of Client or by the Statutory Auditor.

AND

- b. Completion Certificate issued & signed by the authorized signatory of the client entity on the entity's Letterhead
- c. Citations
- ii. In case project is on-going a certificate from the Statutory Auditor has to be provided mentioning that 80% of Capex has been released

OR

Project should be successfully implemented and should be in the O & M Stage.

- iii. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- iv. In Jurisdictions that do not have a statutory auditor, the firm of auditors which audits the annual accounts of the Bidders may provide the certificates required under this RFP
- v. In case the experience shown is that of the bidder's parent / subsidiary company if they are wholly owned subsidiary of their parent company; then the following additional documents are required:
 - a. Certificate signed by the Company Secretary/statutory Auditor/2 Board of Directors of the bidder certifying that the entity whose experience is shown is parent/subsidiary/sister concern Company.
 - b. Resolution/ Authorization from Board of Parent/ Subsidiary Company to be submitted authorizing use of Parent/ Subsidiary company's experiences along with declaration that the Parent/ subsidiary company will support during project tenure
 - c. Consolidated Balance Sheet for the last 3 (three) financial years is submitted to establish Parent-Subsidiary relationship
 - d. Shareholding pattern of the bidding entity as per audit reports.
- vi. For International project if the original client certificate and other documents are in language other than English than a translated copy duly confirmed by Indian embassy/ One of the board of directors of the lead member/ consortium member shall be submitted along with bid document
- vii. For projects where fee has been received in any currency other than Indian Rupees, than the foreign currency conversion rate available on Reserve Bank of India's portal as on the date of publication of the tender document shall be used for conversion of amount in foreign currency to Indian Rupees equivalent.
- viii. Bidders are allowed to submit experience in terms of technical qualification of their holding (parent) company or subsidiary company if:
 - a. a 'holding company', in relation to one or more other companies, means a company of which such companies are subsidiary companies; and

- b. a 'subsidiary company' in relation to any other company (that is to say the holding company), means a company in which the holding company— (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own
 - c. They are wholly owned subsidiary of their parent company
 - d. Resolution/ Authorization from Board of Parent/ Subsidiary Company to be submitted authorizing use of Parent/ Subsidiary company's experiences along with declaration that the Parent/ subsidiary company will support during project tenure
 - e. Consolidated Balance Sheet for the last 3 (three) years is submitted to establish Parent-Subsidiary relationship
- ix. In case where the Bidder is dependent upon the technical experience of the subsidiary company or the parent company or the sister concern, with a view to ensure commitment and involvement of the parent/ subsidiary/sister company for successful execution of the contract, the participating bidder should enclose (i) an Agreement (as per format enclosed at Annexure 6 of this Volume) between the bidder and its parent / subsidiary company for fulfilling the obligation and deployment of expert during implementation phase for the Track/Component for which the experience is being used and (ii) Guarantee (as per format enclosed at Annexure 7 of this Volume) from the parent/ subsidiary company in favour of Authority.
- x. Global Experience of companies registered in India will be considered if the firm is
- a. Registered under the Companies Act 1956/2013 in India or LLP firm/ Partnership firm under Partnership Act of 1932
 - b. In operation in India for a period of at-least 10 years as on Bid Submission Date

3.6. Technical Bid Evaluation Criteria

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

Section #	Evaluation Criteria	Points
A	Bidder Profile	10
B	Project Experience	35
C	Approach & Methodology, POC & Project Presentation	35
D	Proposed Resources for the Project	20
Technical Score		100

Notes:

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

Important: Qualification criteria for Technical Evaluation and progression to commercial evaluation stage:

c) Minimum 65% (65 marks) of the overall technical score total with minimum of 50% in each of Technical Evaluation Criteria

Authority (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:

3.6.1. Technical Bid Evaluation Criteria

#	Technical Evaluation Criteria	Technical Evaluation parameter	Points	Name to be given to the PDF file to be uploaded						
A. Sole Bidder/ Lead Member Profile										
A1	Annual Turnover and Net Worth	<p>a) The Bidder shall have an average annual turnover of INR [<<add turnover amount>>] Crores* over the last three (3) financial years (2018-19, 2019-20 and 2020-21) in case of consortium</p> <ul style="list-style-type: none"> Lead Member should have a minimum 51% of the Turnover requirement under this clause. Other members together should meet at least 20% of the Average Annual Turnover requirement <p>The Bidder/Lead Member in case of consortium shall have, as its object of business, the following Specific Business Areas</p> <p>b) Specific Business Areas</p> <ul style="list-style-type: none"> ICT Infrastructure (including Data Centres) IT system integration services <table border="1"> <thead> <tr> <th>Turnover</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>More than [<<add amount>>] Crore</td> <td>6</td> </tr> <tr> <td>> INR [<<add amount>>] Crore to <= INR [<<add amount>>] Crore</td> <td>4</td> </tr> </tbody> </table>	Turnover	Marks	More than [<<add amount>>] Crore	6	> INR [<<add amount>>] Crore to <= INR [<<add amount>>] Crore	4	6	TQ_1A
Turnover	Marks									
More than [<<add amount>>] Crore	6									
> INR [<<add amount>>] Crore to <= INR [<<add amount>>] Crore	4									

		>= [<<add amount>>] Crore to <= [<<add amount>>] Crore	2												
A2	People in organization (Full time Employees – FTE in ICT projects)	<table border="1"> <thead> <tr> <th>Number of FTE</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 400 FTE</td> <td>4</td> </tr> <tr> <td>> 300 FTE to <= 400 FTE</td> <td>3</td> </tr> <tr> <td>> 200 FTE to <= 300 FTE</td> <td>2</td> </tr> <tr> <td>>100FTE to <=200 FTE</td> <td>1</td> </tr> </tbody> </table> <p>Submission of HR certificate from Lead Member and Consortium Members stating the same</p>	Number of FTE	Marks	> 400 FTE	4	> 300 FTE to <= 400 FTE	3	> 200 FTE to <= 300 FTE	2	>100FTE to <=200 FTE	1		4	TQ_2
Number of FTE	Marks														
> 400 FTE	4														
> 300 FTE to <= 400 FTE	3														
> 200 FTE to <= 300 FTE	2														
>100FTE to <=200 FTE	1														
B. Sole Bidder /Consortium Project Experience															
B1	City Surveillance System	<p>The Bidder shall have successfully executed at least two (2) projects each, in at least three (3) of the following scope in last 7 years, as on Bid Submission Date:</p> <p>a) Surveillance system like CCTV surveillance system. The project should have at least [<<add number>>] cameras. Value of each project should be minimum of INR [<<add amount>>] Crore</p> <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 3 projects</td> <td>6</td> </tr> <tr> <td>3 projects</td> <td>4</td> </tr> <tr> <td>2 projects</td> <td>2</td> </tr> <tr> <td>Else</td> <td>0</td> </tr> </tbody> </table>	Number of Projects	Marks	> 3 projects	6	3 projects	4	2 projects	2	Else	0		6	TQ_3
Number of Projects	Marks														
> 3 projects	6														
3 projects	4														
2 projects	2														
Else	0														
B2	Public Address/ Information System	<p>a) At least 10 Variable Message Display or</p> <p>b) At least 50 Public Address System/ 50 Emergency Call Box</p> <p>or</p> <p>c) At least 10 Environmental Sensors</p> <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 2 projects</td> <td>3</td> </tr> <tr> <td>2 projects</td> <td>2</td> </tr> <tr> <td>Else</td> <td>0</td> </tr> </tbody> </table>	Number of Projects	Marks	> 2 projects	3	2 projects	2	Else	0		3	TQ_4		
Number of Projects	Marks														
> 2 projects	3														
2 projects	2														
Else	0														
B3	Design, Build and Maintenance of Data center	<p>a) Design, Build and Maintenance of Data Center- The bidder (or any Consortium member) should have been awarded and successfully executed a project related to implementation or management of IT Infrastructure for data center for Central / State Government/Union Territories/PSUs in India / Reputed Indian Companies (where the Annual Turnover of the Company in last three Financial years</p>		6	TQ_5										

		<p>(2018-19, 2019-20 and 2020-21) must be greater than 100 Crore) having a minimum value of INR [<<add amount>>] Crores each in the last seven (7) years (from the date of submission of bid). The Data Center shall be of minimum Tier II</p> <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 3 projects</td> <td>6</td> </tr> <tr> <td>3 projects</td> <td>4</td> </tr> <tr> <td>2 projects</td> <td>2</td> </tr> <tr> <td>Else</td> <td>0</td> </tr> </tbody> </table> <p>Note:</p> <ul style="list-style-type: none"> • For Tier-II Data Center, Bidder needs to submit Uptime Institute Certificate or Work Order/ Agreement/ Certificate from Client along with Self Certification in the form of Notarized Affidavit signed by Director of Company along with Certificate from Chartered Accountant confirming the project value • In case of Reputed Indian Companies, Balance Sheets or Certificate from CA of the said company confirming the turnover must be submitted • Projects executed by Bidder as Sub-Contractor with end customer as Central / State Government/Union Territories/PSUs in India would qualify for meeting this requirement, if Certificate clearly mentioning the scope of work, value of the work and satisfactory execution of work issued by the Client is submitted or Documentary evidences establishing relationship between End Client and Subcontractor and successful commencement of work is submitted 	Number of Projects	Marks	> 3 projects	6	3 projects	4	2 projects	2	Else	0		
Number of Projects	Marks													
> 3 projects	6													
3 projects	4													
2 projects	2													
Else	0													
B4	Design, Build and Maintain of Integrated Command and Control Centre	a) Design, Build and Maintain Integrated Command and Control Centre-The bidder (or any Consortium member) should have experience of setting up or Operations and Maintenance (O&M) of a project covering Data centre Equipment/ Integrated command and control room /emergency response centre / Security and Surveillance control room/ City wide NOC/Expansion of City wide NOC/Surveillance control room built for Central / State Government/Union Territories/PSUs in India/Reputed	8	TQ_6										

Indian Companies (where the Annual Turnover of the Company in last three financial years (2018-19, 2019-20 and 2020-21) must be greater than INR [<<add amount>>] Crore) as on Bid Submission date of value not less than INR [<<add amount>>] Crore each.

Number of Projects	Marks
> 3 projects	8
3 Project	6
2 projects	4
1 projects	2

Note:

- In case of Reputed Indian Companies, Balance Sheet or Certificate from CA of the said company confirming the turnover must be submitted.
- Projects executed by Bidder as Sub-Contractor with end customer as Central / State Government/Union Territories/PSUs in India would qualify for meeting this requirement, if Certificate clearly mentioning the scope of work, value of the work and satisfactory execution of work issued by the Client is submitted or Documentary evidences establishing relationship between End Client and Subcontractor and successful commencement of work is submitted
- Bidders can claim the technical experience of their parent/ subsidiary company, only if
 - (a) They are wholly owned subsidiary of their parent Company
 - (b) Resolution/ Authorization form Board of Parent/ subsidiary company is submitted authorizing use of Parent/subsidiary company's experiences along with declaration that the parent/ subsidiary company will support during project tenure
 - (c) Consolidated Balance Sheet for last 3 (three) years is submitted to

		establish Parent-subsidary relationship																
B5	Integration of ICT applications with Command and Control Center	<p>The bidder (or any consortium member) should have been awarded and successfully executed integration at least two (2) components having bi-directional integration from the list below with command and Control center in the last seven (7) years</p> <ol style="list-style-type: none"> City Surveillance System, Parking System, Intelligent Integrated Solid Waste Management System, Water & Power SCADA, Smart Governance, Vehicle Tracking System, Traffic Signal / Traffic Enforcement System / e-Challan, Smart Lighting / LED Lights, Geographical Information System (GIS) <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 5 components integrations</td> <td>12</td> </tr> <tr> <td>5 components integrations</td> <td>10</td> </tr> <tr> <td>4 components integrations</td> <td>8</td> </tr> <tr> <td>3 components integrations</td> <td>6</td> </tr> <tr> <td>2 components integrations</td> <td>4</td> </tr> <tr> <td>1 component integrations</td> <td>2</td> </tr> </tbody> </table>	Number of Projects	Marks	> 5 components integrations	12	5 components integrations	10	4 components integrations	8	3 components integrations	6	2 components integrations	4	1 component integrations	2	12	TQ_7
Number of Projects	Marks																	
> 5 components integrations	12																	
5 components integrations	10																	
4 components integrations	8																	
3 components integrations	6																	
2 components integrations	4																	
1 component integrations	2																	
C. Approach & Methodology & Project Presentation																		
C1	Approach & Methodology	<p>Following parameters will be evaluated (To be provided in section A.2.13 of Annexure 2):</p> <table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Understanding of the project and conformity to volume II: Scope of Work, Functional Requirements and System Architecture in the proposed solution</td> <td>2</td> </tr> <tr> <td>Proposed deployment architecture for DC & DR to meet the functionalities as given in RFP and Proposed Network Architecture covering ICCC platform,</td> <td></td> </tr> </tbody> </table>	Parameter	Marks	Understanding of the project and conformity to volume II: Scope of Work, Functional Requirements and System Architecture in the proposed solution	2	Proposed deployment architecture for DC & DR to meet the functionalities as given in RFP and Proposed Network Architecture covering ICCC platform,		10	TQ_8								
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		<p>DC/DR, to meet the functionalities as given in RFP</p> <p>Proposed security solution to safeguard against various threats including hacking attempts, cyber-crime, internal/ external threats etc.</p> <p>Proposed solution for design & development of SOPs and KPIs (list down all the SOPs & KPIs identified for the solution).</p> <p>Identification of major risks and suitable mitigation plans for each of identified risks.</p> <p>Methodology, tools and Technologies to monitor & maintain the SLAs and managing change requests</p> <p>Proposed structure for:</p> <ol style="list-style-type: none"> 1. Project Strategy 2. Project Management 3. Risk Management 4. Resource Plan 5. Project Governance Model 	2										
C2	Technical Demonstration / PoC	<p>Following parameters will be evaluated during Technical Demonstration:</p> <table border="1"> <thead> <tr> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Demonstrate Sub-System Integration with ICCC Platform (Any three from below or as per Authority requirements)</td> <td>6</td> </tr> <tr> <td> <ul style="list-style-type: none"> • CCTV surveillance solution -2 Mark • PA system/VMD Solution -2 Mark • LED Street Light Solution -2 Mark • Water SCADA 1 Mark • Environmental Sensor-2 Mark • [<<add/modify>>] </td> <td></td> </tr> <tr> <td>Demonstrate Sub-System control from ICCC platform (Any four from</td> <td>6</td> </tr> </tbody> </table>	Parameter	Marks	Demonstrate Sub-System Integration with ICCC Platform (Any three from below or as per Authority requirements)	6	<ul style="list-style-type: none"> • CCTV surveillance solution -2 Mark • PA system/VMD Solution -2 Mark • LED Street Light Solution -2 Mark • Water SCADA 1 Mark • Environmental Sensor-2 Mark • [<<add/modify>>] 		Demonstrate Sub-System control from ICCC platform (Any four from	6	15		
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Demonstrate Sub-System control from ICCC platform (Any four from	6												

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		Demonstrate Implementing Security & Surveillance, Environmental Sensor, VMD, PAS, ECB	1	
		Demonstrate the ICCC Control Room setup with visualization of smart components and integration with GIS on real time basis	1	
		Demonstrate 3D simulation for proposed solutions	1	
		<p>*Bidder is required to showcase 3D simulation for a functional smart city with ICCC showcasing use cases as mentioned in this RFP. This simulation should show movement of data / feeds, working of field devices, ICCC dashboards, incident management from ICCC. Finally, how the whole scenario is helping citizens in the Smart City.</p> <p>Note: The Bidder will be required to submit softcopy of both presentation and simulation video to Authority after presentation is over.</p>		
C3	Presentation	<p>The Bidder will need to exhibit functional and non-functional requirements through presentation.</p> <p>The presentation should demonstrate capabilities against the parameters highlighted in Approach & Methodology section (C1)</p>	10	TQ_10
D. Proposed Resources for the Project				

D1	People on project	Each of the following profiles suggested by the bidder will be evaluated:	20	TQ_11																				
		<table border="1"> <thead> <tr> <th>Profile</th> <th>Marks Allotted</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>4</td> </tr> <tr> <td>ICCC/ Command Center Expert</td> <td>3</td> </tr> <tr> <td>Solution Architect</td> <td>3</td> </tr> <tr> <td>Security Infrastructure expert</td> <td>2</td> </tr> <tr> <td>GIS expert</td> <td>2</td> </tr> <tr> <td>Data Management expert /Analyst</td> <td>2</td> </tr> <tr> <td>Business Analyst / Use-case/SoP expert</td> <td>2</td> </tr> <tr> <td>Network Architect</td> <td>1</td> </tr> <tr> <td>Server/ Storage & Database Expert</td> <td>1</td> </tr> </tbody> </table>	Profile	Marks Allotted	Project Manager	4	ICCC/ Command Center Expert	3	Solution Architect	3	Security Infrastructure expert	2	GIS expert	2	Data Management expert /Analyst	2	Business Analyst / Use-case/SoP expert	2	Network Architect	1	Server/ Storage & Database Expert	1		
Profile	Marks Allotted																							
Project Manager	4																							
ICCC/ Command Center Expert	3																							
Solution Architect	3																							
Security Infrastructure expert	2																							
GIS expert	2																							
Data Management expert /Analyst	2																							
Business Analyst / Use-case/SoP expert	2																							
Network Architect	1																							
Server/ Storage & Database Expert	1																							
		If the Bid is submitted as Consortium, then the consortium members' experience shall also be evaluated																						

3.6.2. Technical Demonstration of Proof of Concept (PoC)

Objective of Technical Demonstration/ POC is to evaluate the technology & system performance for getting city outcome.

During the Technical Demonstration/PoC at the technical evaluation stage, the Technical Committee of Authority shall give special attention to verify the quality, robustness and appropriateness of the proposed Solutions/Equipment. If any brand / products are found unsuitable, Bidder may get dis-qualified or may be asked to replace the product with better brands meeting the RFP requirements, without any change in commercial bid.

A. System Demonstration	ICCC Platform Software
B. Demo Material and Set up	<p>Authority scope</p> <p>a) Power Source b) Space for installing server and workstation</p> <p>MSI scope</p> <p>a) Demo Material b) Demo Setup at Site</p>
C. Performance Evaluation	Live demo and integration services
D. Suggestive Technology Selection Criteria	Please refer to parameters mentioned in the section C2 (Technical Demonstration) of Technical Evaluation Framework

Note: The Technical Demonstration/PoC is to be presented by the named resources (Project Manager & Solution Architect) as mentioned in the section 3.6.3. Non-compliance to this will lead to deduction in marks allocated toward Technical Demonstration/PoC.

3.6.3. Key Personnel Criteria

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

There shall be a defined hierarchy and reporting structure for various teams that shall be part of the project. A list of proposed Resources for the Project shall be provided to the Authority. Any changes in Resource deployment will have to be approved by the Authority.

Following table indicates the minimum qualification required for Key Positions identified for this project. However, the Bidder shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender.

Project Manager = 4 marks
<p>a) Educational Qualification: 1 Mark</p> <ul style="list-style-type: none">● MBA (IT)/M. Tech = 1 Marks● Else 0 <p>b) Work experience in the capacity of Project Director/ Program Manager in ICT/ Command and Control Center Implementation Projects: 1 Mark</p> <ul style="list-style-type: none">● >=15 years = 1 marks● >=10 and <15 year = 0.5 Marks● Else 0 <p>c) Project/Program management Experience in Large ICT/ Command and Control Center implementation Project of value > 100 crores: 1 Marks</p> <ul style="list-style-type: none">● >= 3 Projects= 1 Marks● 2 Projects = 0.5 marks● Else 0 <p>d) Project Management Certification: 1 Mark</p> <ul style="list-style-type: none">● PMP or PRINCE 2 Certificate (Bidder to submit scanned copy of valid certificate in the name of the resource) = 1 Marks● Else 0
Command Center Expert = 3 Marks
<p>a) Educational Qualification: 1 Marks</p> <ul style="list-style-type: none">● MBA (IT)/M. Tech = 1 Marks● Else 0 Marks <p>b) Work experience as IT/ICT solution architect: 1 Marks</p> <ul style="list-style-type: none">● >=10 years = 1 Marks● >=8 and <10 year = 0.5 Marks● Else 0 <p>c) Project Handled as Integrated Command and Control Center Expert Project: 0.5 Mark</p> <ul style="list-style-type: none">● > 3 Project = 0.5 Marks● 2-3 Project= 0.25 Marks● Else 0 Mark <p>d) Project Management Certification: 0.5 Mark</p>

- Certification on any of the ICCC platform (Bidder to submit scanned copy of valid certificate in the name of the resource) = 0.5 Marks

Solution Architect = 3 Marks

a) Educational Qualification: 1 Marks

- M Tech/MBA (IT/ICT) (2 Years Full Time) = 1 Marks
- Else 0 Marks

b) Work experience as IT/ICT solution architect: 1 Marks

- ≥ 10 years = 1 Marks
- ≥ 8 and < 10 year = 0.5 Marks
- Else 0

c) Project Handled as Solution Architecture for Command and Control Center Project: 1 Mark

- > 3 Project = 1 Mark
- 2-3 Project = 0.5 Mark
- Else 0 Mark

Security Infrastructure Specialist= 2 Marks

a) Educational Qualification: 0.5 Marks

- M Tech /MBA (IT/ICT) (2 Years Full Time) = 0.5 Marks
- Else 0 Marks

b) Work experience as Cyber Security expert: 0.5 Marks

- ≥ 10 years = 0.5 Mark
- ≥ 8 and < 10 year = 0.25 Mark
- Else 0

c) Project Handled as Cyber Security Expert: 0.5 Mark

- > 3 Project = 0.5 Mark
- 2-3 Project = 0.25 Mark
- Else 0 Mark

d) Certificate such as CISSP, CISM, CISA, OSCP or other equivalent from reputed organization such as CompTIA, EC Council, GIAC, ISACA and (ISC)2: 0.5 Mark (Bidder to submit scanned copy of valid certificate in the name of the resource)

GIS expert/Data management expert/ Data Analyst/ Business Analyst /Network Architect = 2 Marks

a) Educational Qualification: 0.5 Mark

- Bachelor's Degree in Engineering = 0.5 Marks
- Else 0 Marks

b) Relevant Work experience: 1 Mark

- ≥ 10 years = 0.5 marks
- ≥ 8 and < 10 year = 0.5 Marks
- Else 0

c) Relevant Certifications: 0.5 Mark

- Bidder to submit scanned copy of valid certificate in the name of the resource

Server Storage/Database Expert = 1 Marks

a) Educational Qualification: 0.5Mark

- BE/B.Tech = 0.5 Mark
- Else 0 Marks

b) Work experience as Server Storage/Database Expert/Cloud Expert: 0.25 Mark

- >=10 years = 0.25 Marks
- Else 0

c) Project Handled as Server Storage/Database Expert/Cloud Expert: 0.25 Mark

- > 2 Project= 0.25 Mark
- Else 0 Mark

All the proposed positions shall be onsite throughout the entire project implementation phase as per specified Man months. Manpower plan for Implementation Phase to be provided as per format provided in Annexure A.2.8.

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 Annexure A.2.8

Any additional or support manpower shall be estimated and should be accounted for in the Commercial proposal by the bidder to meet the project objectives.

3.6.4. Manpower Deployment

Selected Bidder shall deploy Manpower during implementation and O&M phases. The deployed resource shall report to Authority’s Project In-charge and work closely with the Program Management Office of the Authority.

Following are the minimum resources required to be deployed in the Project (Price should be quoted accordingly in commercial bid format), however the Selected Bidder may deploy additional resources based on the need of the Project and to meet the defined SLAs in this RFP:

#	Criteria	Man-months Required	On-Site Deployment
1.	Project Manager	60	95%
2.	Command Center Expert	30	95%
3.	Solution Architect	30	90%
4.	Security Infrastructure Specialist	54	90%
5.	GIS expert	54	90%
6.	Data Management expert/Analyst	54	90%
7.	Business Analyst / Use-case/SoP expert	54	90%
8.	Network Architect	30	90%
9.	Server Storage/Database Expert	54	90%

3.7. Conditional bids/Offers by the bidders

The Bidder should abide by all terms and conditions specified in the RFP Document. Conditional bids/offers shall be liable for disqualification.

3.8. Late Tender bids

Any bid received by Authority after the deadline for submission of bid prescribed by the Authority, will be summarily rejected.

3.9. Bid Validity Period

Bids shall be valid for a period of 180 days (One hundred and eighty days) from the last date of submission of the bids. A Bid valid for a shorter period may be considered as non-responsive. In exceptional circumstances, at its discretion, Authority may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

3.10. Address for Communication

Bids should be addressed to the Authority at below given address:

**Chief Executive Officer,
(Name of Smart City SPV),
Address**

3.11. Opening of Bids

Bids received within the prescribed closing date and time will be opened on the e-procurement platform, on the date, time and at the address mentioned in the RFP Documents.

- i. Technical bid of only those Bidders shall be opened who meet the Pre-Qualification requirements.
- ii. Price Bid of only those Bidders shall be opened who obtain minimum 65 marks in the overall technical evaluation with minimum of 50% in each of Technical Eligibility Criteria.
- iii. In case, none of the Bidder achieves the minimum technical qualifying marks, the Technical Evaluation Committee may revise the minimum qualification marks in the interest of this RFP finalization. Evaluation Committee's decision in this regard shall be final and binding on the Bidder.

3.12. Non-Conforming bids

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

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

3.13. Confidentiality

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

4. Award of Contract

4.1. Notification of Award

Authority will notify the Successful Bidder via letter / fax /email of its intent of accepting the bid. Within 7 days of receipt of the Letter of Intent (LOI) issued by the Authority, the Successful Bidder shall be required to sign the LOI and return the same to the address specified above as a token of acceptance of the LOI.

4.2. Performance Bank Guarantee

As a condition precedent to execution of the Agreement, the Successful Bidder shall ensure submission of the requisite unconditional, unequivocal and irrevocable Bank Guarantee, in the prescribed Format within 15 days of receipt of the LOI as a Performance Bank Guarantee (PBG) for the services to be performed under the resultant Agreement.

The Performance Bank Guarantee (PBG) shall be for an amount equivalent to 5% of the CAPEX amount at the commencement of Project in the format prescribed in RFP, issued by any of the nationalized banks only. The Performance Bank Guarantee shall be kept valid up to a period of 6 (six) months after UAT and Go-live of the final phase of complete system.

To guarantee its performance under the O&M phase, the Successful Bidder shall provide to Authority in its favour a Performance Bank Guarantee (PBG) which is unconditional, unequivocal and irrevocable for an amount equivalent to 5% of the OPEX amount at the commencement of O&M of the final phase of the Project in the format prescribed in RFP issued by any of the nationalized banks only. The PBG for the CAPEX amount will be released upon submission of PBG for the OPEX amount. The Performance Bank Guarantee (PBG) for the OPEX amount shall be kept valid up to a period of 6 (six) months after the termination or expiry of the Agreement.

The Performance Bank Guarantee shall be encashed by the Authority in the event of MSI's failure to complete obligations or breach by MSI of any of the terms and conditions of the Agreement.

4.3. Signing of agreement

Subsequent to Authority notification to the Successful Bidder by way of an LOI, acceptance of the LOI and submission of the Performance Guarantee, the Successful Bidder shall execute the agreement with the Authority. Failure of the Successful Bidder to furnish the Performance Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Successful Bidder to be liquidated. In such an event, the Authority shall negotiate with the next eligible bidder. The Successful Bidder will be liable to indemnify the Authority for any additional cost or expense incurred on account of failure of the Successful Bidder to execute the Agreement.

Notwithstanding anything to the contrary mentioned above, the Authority at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Successful Bidder, provided the same is bonafide.

The Draft Agreement between the Authority and the Successful Bidder has been given in Volume III: Master Service Agreement (MSA) of this RFP.

4.4. Concessions permissible under statutes

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Authority, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc., the authority will not take responsibility towards this. However, the Authority may provide necessary assistance, wherever possible, in this regard.

4.5. Taxes

The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as GST, value added or sales tax, service tax, income taxes, duties, fees, levies etc.) on amounts payable by Authority under the Agreement. All such taxes must be included by Bidders in the Price Bid.

4.6. Audit, Access and Reporting

The following paras details the audit, access and reporting rights and obligations of Authority and/or its nominated agency and the Selected Bidder and its subcontractors, agents, supplier etc. This Schedule is in addition to, and in derogation of, the audit rights and process provided in the RFP.

A. Audit Notice and Timings

- i. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to mutually agree to a timetable for routine audits (Other than those mentioned as part of the mandatory requirements for successful delivery and acceptance of the System) during the Project Implementation Phase and the O&M Phase. Authority shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Selected Bidder any further notice of carrying out such audits.
- ii. Authority may conduct unscheduled audits at its own discretion if it reasonably believes that such unscheduled audits are necessary as a result of a misconduct or an act of fraud by the Selected Bidder, a security violation, or breach of confidentiality obligations by the Selected Bidder, provided that the requirement for such an audit is notified in writing to the Selected Bidder within a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating the reasons for the requirement.

Except as provided in para (i) & (ii) above, audits shall be conducted with adequate notice of 2 weeks.

B. Access

The Selected Bidder shall provide to Authority and/ or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third-party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such

persons with routine assistance in connection with the audits and inspections. Authority or its nominated agency shall have the right to copy and retain copies of any relevant records. The Selected Bidder shall make every reasonable effort to cooperate with them.

C. Audit Rights

Authority and/or its nominated agency shall have the right to audit and inspect suppliers, agents, subcontractors and third-party facilities (as detailed in the RFP), data center, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- i. The security, integrity and availability of all data processed, held, or conveyed by the [Selected Bidder] on behalf of the Authority and documentation related thereto;
- ii. That the actual level of performance of the services is the same as specified in the SLA;
- iii. That the Selected Bidder has complied with the relevant technical standards, and has adequate internal controls in place; and
- iv. The compliance of the Selected Bidder with any other obligation under the Agreement.
- v. Unless otherwise provided in the RFP, Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by Authority.

For the avoidance of doubt the audit rights under this Schedule shall not include access to (i) the Selected Bidder's profit margins or overheads, (ii) any Confidential Information relating to its employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the Agreement.

D. Audit rights of Subcontractors, Suppliers and agents

- i. The Selected Bidder shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with subcontractors, suppliers and agents who supply labour, services, equipment, or materials related to performance of obligations by Selected Bidder under the contract. Without prejudice to its other obligations under the contract, the Selected Bidder shall inform Authority and/or its nominated agency prior to concluding supply/ subcontract agreements of any failure to achieve the same rights of audit or access.
- ii. REPORTING: The Selected Bidder will provide quarterly reports to Authority and/or its nominated agency regarding any specific aspects of the Project and in context of the audit and access information as required by Authority or its nominated agency.

E. Action and review

- i. Any change or amendment to the systems and procedures of the Selected Bidder, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- ii. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to Authority or its nominated agency and the Project Manager of the Selected

Bidder who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Agreement

4.7. Records and Information

For the purposes of audit in accordance with this Schedule, the Selected Bidder shall maintain true and accurate records in connection with the provision of the services and shall handover all the relevant records and documents upon the termination or expiry of this Agreement.

4.8. Terms of Payment

- i. The request for payment shall be made to the Authority in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- ii. The Authority shall make all efforts to make payments within thirty (30) days of receipt of invoice(s) and all necessary supporting documents.
- iii. The currency or currencies in which payments shall be made to the MSI under this Contract shall be Indian Rupees (INR) only.
- iv. All remittance charges shall be borne by the MSI.
- v. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
- vi. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
- vii. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations
- viii. Payments to Selected Bidder, after successful completion of the target milestones (including specified project deliverables), shall be made as mentioned in Volume II of this RFP.

4.9. Right to vary the scope of Work

A. Right to vary the scope of the work at the time of award

The Authority reserves its right to make changes to the scope of the work at the time of execution of the resultant Contract. If any such change causes an increase or decrease in the cost of, or the time required for the Selected Bidders performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Selected Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the MSI's receipt of the Authority's changed order.

B. Cost Control

i. Bill of Quantities

The Bill of Quantities will contain the requisite items and their estimated quantities for the project work to be done by the Selected Bidder.

ii. Changes in the Quantities

- a. The Selected Bidder is bound to execute all the supplemental works that are found essential, incidental, and inevitable during execution of project works.
- b. The payment of rates for any supplemental items beyond the quantities estimated in the BoQ will be regulated as under:
 - For quantities in excess of the proposed BoQ, the Authority or any authorized official/agency nominated by the Authority shall validate the requirements and necessity of variations in quantity or extra items after due diligence, based on site conditions and work contingencies.
 - The recommendations of the Authority or any authorized official/ agency nominated by the Authority will be submitted to the Authority for its consideration and necessary approval.
 - For variation in quantities excess or less of the proposed quantity in BoQ, the unit rates quoted by the Selected Bidder in their Price Bid under Section A.3.2 of Annexure 3, Format 2, on mutually agreed terms and conditions shall be applicable.

iii. Extra (New) Items

- a. Extra items of work shall not vitiate the contract. The reimbursement for extra items shall be validated by the Project Management Office (PMO) and cleared by the Authority. The MSI shall be bound to execute extra items of work as directed by the Authority. The rates for extra items shall be worked out based on the unit rates quoted by the Bidder in Price Bid as per mutually agreed terms and conditions.
- b. For new items which are beyond the scope of the BoQ, the Project Management Office (PMO) or any authorized official/ agency shall validate the requirements and necessity of such new/extra items after due diligence, based on site conditions and work contingencies.
- c. The Selected Bidder shall submit in writing well in advance at least 14 days before the Authority a statement of extra items if any that they need to initiate during the course of project works.

iv. Payment Certificates

- a. The Selected Bidder shall submit to the Authority monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- b. The value of work executed shall be determined by the Authority.
- c. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- d. The Authority may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

4.10. Fraud and corrupt practices

Authority requires that Bidder must observe the highest standards of ethics during the entire process of RFP evaluation and during execution of the contract. In pursuance of this policy, Authority defines, for the purpose of this provision, the terms set forth as follows:

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

Authority shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent, or unfair trade practices. Once the contract is signed and if it is noticed that the MSI has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for the Authority for termination of the contract and initiate black-listing of the MSI.

4.11. Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

Authority requires that the bidder provides solutions which at all times hold Authority's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.

A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof;

For the purpose of this Clause indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this RFP as any other Bidder; or,
- v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each-others' information about, or to influence the RFP of either or each other; or
- vi. such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the project.

A Bidder shall be liable for disqualification if any legal, financial, or technical advisor of the Authority in relation to the Bid is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such advisor is engaged after a period of 3 (three) years from the date of Go-Live of the Project.

In case the Bidder is a Consortium, then the term Bidder as used in the Clause 2.3.1, shall include each Member of such Consortium.

4.12. Subcontracting

The Selected Bidder would not be allowed to subcontract work, except for the following:

- i. Fiber optic network build, other cabling and fixtures work, and all civil work during implementation
- ii. Facility Management Staff at ICCC

iii. Internet Service Provider/Network Service provider

iv. Data Center (Cloud & On-Premise) & Cloud DR Solution Provider

Subcontracting shall be allowed only with prior written approval of Authority. However, even if the work is subcontracted, the sole responsibility of the work shall lie with the lead member. The lead member shall be held responsible for any delay/error/non-compliance etc. of its subcontracted vendor. The details of the subcontracting agreements (if any) between both the parties would be required to be submitted to the Authority.

5. Annexure 1 – Formats for Pre-Qualification Bid

A.1.1. Indicative Check-list for the Documents to be included

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Bid Cover Letter and Particulars of organizations		
2.	Power of attorney along with board resolution to the authorized Signatory of the Bid		
3.	Consortium agreement (if applicable)		
4.	E.M.D. [INR [<<EMD amount>>] /-]		
5.	Bid Document fee [INR [<<Bid document amount>>]]		
6.	Particulars of the bidders (As per Section A.1.3 of Annexure 1)		
7.	Copy of Certificate(s) of Incorporation		
8.	Certificate(s) from statutory auditor towards average annual Turnover of the entity/entities over the last three (3) financial years (2018-19, 2019-20 and 2020-21)		
9.	Certificate(s) from the statutory auditor towards net worth for the last three (3) financial years (2018-19, 2019-20 and 2020-21)		
10.	Certified copies of valid PAN documents		
11.	Copy of GST registration		
12.	Documents for meeting Technical Eligibility as required under Para 3.5 (4)		
13.	Self-declaration by the Bidder, each member of consortium (if applicable) duly signed by the authorized signatory confirming they have not been blacklisted by any Central / State Government/Union Territories/PSUs in India as on the bid submission date.		
14.	The Sole Bidder or any of Consortium members, should jointly possess any three (3) of the below certifications which are valid at the time of bidding: a) ISO 9001:2008/ ISO 9001:2015 for Quality Management System b) ISO 14001:2015 for Environmental Management System c) ISO 20000:2011 for IT Service Management d) ISO 27001:2013 for Information Security Management System e) CMMi Level 3 or above for Capability Maturity Model Integration		
15.	Undertaking to open Office in [<<City Name>>]		

A.1.2. Pre-Qualification Bid Cover Letter

(To be submitted on the letterhead of the Bidder)

To

**Chief Executive Officer,
Smart City SPV,
Address**

Subject: Request for Proposal (RFP) for Selection of Master system Integrator for Implementation of Integrated Command and Control Center (ICCC) in [<<City Name>>] City

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

Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Selection of Master system Integrator for Implementation of Integrated Command and Control Center (ICCC) in [<<City Name>>] City.

We attach here to our responses to pre-qualification requirements, Technical and Price Bids as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered Authority 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 short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be disqualified from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP Document and also agree to abide by this RFP response for a period of 180 days from the date fixed for bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee bond in the form prescribed in the RFP.

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

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

Dated this Day of [Month], 20XX

(Signature) (In the capacity of)

(Name)

Duly authorized to sign the RFP response for and on behalf of:

(Name and Address of Company) seal/stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:

A.1.3. Particulars of the bidders (required for Sole/Lead Member and all Consortium Members)

#	Description	Details (to be filled by the bidder)
1.	Name of the company	
2.	Title of the Project	
3.	State whether applying as Sole Firm or Lead member of a consortium	
4.	Official address	
5.	Phone No. and Fax No.	
6.	Corporate Headquarters Address	
7.	Phone No. and Fax No.	
8.	Website Address	
9.	Details of Company's Registration (Please enclose copy of the company registration document)	
10.	Name of Registration Authority	
11.	Registration Number and Year of Registration	
12.	GST/CST/LST/VAT registration No. (as applicable)	
13.	Permanent Account Number (PAN)	
14.	Company's Turnover for last 3 years (Year wise) as on 31 st March, 2021	
15.	Company's Net Worth for the last 3 years (Year wise) as on 31 st March,2021	
16.	If Lead Member, state the following details of other member firms: i) Name of firm: ii) Details of Company's Registration iii) Official address and principal place of business	

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

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone /Fax		
Mobile		
Email		

Financial Turnover:

Name of the Bidder/Consortium member			
Financial Capability	Overall turnover (in INR crores)	FY 2018-19	
		FY 2019-20	
		FY 2020-21	

Net Worth:

Name of the Bidder/Consortium member			
Financial Capability	Overall Net Worth (in INR crores)	FY 2018-19	
		FY 2019-20	
		FY 2020-21	

A.1.4. Format for Power of Attorney for signing the Bid

(On INR 100.00 Non judicial Stamp Paper and duly notarized)

KNOW ALL MEN BY THESE PRESENTS,

We _____ (*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (*name*), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (*hereinafter referred to as the "Attorney"*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project proposed by the _____ (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____.

For _____

(Signature, name, designation and address)

Witnesses:

1. (Notarized)

2.

Accepted

(Signature, Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *In case the bid is signed by an authorized Director / Partner or Proprietor of the Bidder, a certified copy of the appropriate board resolution / document conveying such authorization to Authority may be enclosed in lieu of the Power of Attorney.*
- *For documents executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

A.1.5. Declaration of Non-Blacklisting

(On INR 100.00 Non judicial Stamp Paper and duly notarized)

Declaration for Lead Member:

Place

Date

To,

**Chief Executive Officer,
Smart City SPV**

Address of Smart City SPV

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Master system Integrator for Implementation of Integrated Command and Control Center (ICCC) in [<<City Name>>] City

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

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any Central / State Government/Union Territories/PSUs 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 Member)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Declaration for Consortium Member:

(On INR 100.00 Non judicial Stamp Paper and duly notarized)

{Place}

{Date}

To,

**Chief Executive Officer,
Smart City SPV**

Address of Smart City SPV

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Master system Integrator for Implementation of Integrated Command and Control Center (ICCC) in [<<City Name>>] City

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

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any Central / State Government/Union Territories/PSUs 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:

A.1.6. No Deviation Certificate

(To be provided on the Company letter head)

Place

Date

To,

**Chief Executive Officer,
Smart City SPV
Address of Smart City SPV**

Subject: Self Declaration for No Deviation in response to the Request for Proposal for Selection of Master system Integrator for Implementation of Integrated Command and Control Center (ICCC) in [<<City Name>>]

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

Dear Sir,

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

(Authorized Signatory)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

A.1.7. Total Responsibility Certificate

(To be provided on the Company letter head)

Place

Date

To,

Chief Executive Officer,

Smart City SPV

Address of Smart City SPV

Subject: Self Declaration for Total Responsibility in response to the Request for Proposal for Selection of Master system Integrator for Implementation of Integrated Command and Control Center (ICCC) in [<<City Name>>] City

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

Dear Sir,

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

(Authorized Signatory)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

A.1.8. Self-certificate for Project execution experience (In Bidding Entity's Letterhead)

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

#	Description	Details (to be filled by the bidder)
	Name of the Project	
	Client's Name, Contact no. and Complete Address	
	Contract Value for the bidder (in Indian Rupees)	
	Current status of the project (Completed/Ongoing)	
	Activities completed by bidding entity as on bid submission date (N.B Only relevant activities as sought in the Criteria to be included)	
	Value of Work completed for which payment has been received from the client	
	Date of Start	
	Date of Completion	

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal:

Date:

6. Annexure 2 – Formats of Technical Bid

A.2.1. General Instructions for the Technical Bid

Bidders have to submit a very structured and organized Technical Bid, which will be analyzed by the Technical/Evaluation Committee for compliances with regards to the requirements of the project. Since the Price Bid shall be opened for only those bidders who qualify the minimum criteria for technical bid evaluation, the quality and completeness of the information submitted by the Bidder will matter a lot while finalizing the technical scores.

Bidder is expected to divide its proposal in following five Sections / Documents:

A. Bidder's Competence to execute the project

This document should bring about the capability of the bidder to execute this project. Some of the required documents are as follows:

- Experience of Bidder in Executing Projects as mentioned in Section A.2.6 of Annexure 2 in required Formats and supporting documents;
- Details of IT, Surveillance and related Manpower in the firm;
- Other parameters as required

B. Proposed Team for the Project

As specified in the Technical Bid Evaluation Framework, Authority will give high importance on the quality and competence of the technical manpower proposed for the project. Bidders are required to propose separate resources for different skill-sets (during Design, Project Implementation & Post-Implementation). Following documentation is expected in this section:

- Overall Project Team (for Design, Project Implementation & Maintenance phases)
- Escalation Chart for the entire Project Duration
- Summary Table giving Qualification, Experiences, Certifications, Relevance
- Detail of the proposed resources in the Format attached

C. Technical Solution Proposed for the Project

Broad areas to be covered in the Technical Solution documentation are given below:

1. Describe the proposed Technical Solution in a structured manner meeting various guiding principles and compliances. Following points should be captured in the same:
 - i. Clear articulation of the design, technical solution and various components proposed in the bid including make/model of equipment with sizing of infrastructure (including diagrams and calculations wherever applicable) proposed.
 - a. Justifications for selection of the proposed technology over other available options.
 - b. Extent of compliance to technical requirements specified in the scope of work
 - c. Technical Design and clear articulation of benefits to Authority and other associated project stakeholders w.r.t. various components of the solution offered vis-à-vis other options available.
 - d. Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients.

- e. Specific emphasis on fulfilling the requirement of data management, analytics and artificial intelligence as specified in the RFP
- f. Detailed Bill of Material for the solution proposed
- ii. The overall technical solution should be structured in following sub-sections, which are being evaluated by Technical Committee for technical scores:
 - a. Data Center (DC) / Data Recovery Center (DRC)/ Cloud Service
 - b. Integrated Command & Control Center (ICCC)
 - c. Network Connectivity
 - d. City Surveillance System
 - e. Other urban services
 - f. Environmental Sensors
 - g. Variable Message Displays
 - h. [<<add/modify the components as per Authority requirement>>]
 - i. Integration of various components with ICCC
2. Provide detailed approach and methodology for Pre-Implementation, Implementation & Post-Implementation periods.
3. Clearly articulate the Strategy and Approach & Methodology for installation, Configuration & Operationalization of all the key components of the project
4. Approach & Methodology for Management of SLA specified in the RFP.
5. Insight on Implementation of various Best Practices.
6. Detailed Project Plan with timelines, resource allocation, milestones etc.
- D. Compliance Table to the Technical requirement /Specifications.**

The Volume II of this RFP has specified the benchmark / functional requirements for various components. Bidder is expected to give a comprehensive compliance sheet for the Product and services proposed by them. The Format to be used for this compliance matrix is as given in Annexure -2.

All above mentioned documents shall have an index page with page numbers specified for all the key information / headers. (Not applicable for last document type).

IMPORTANT NOTE: *The Bidders shall submit the Technical Solution Proposed and compliance to the min. specifications for the Project. The Bids submitted without these documents are liable to be rejected. The Technical/Evaluation Committee's decision shall be final and binding on all Format for submitting details on experience of Bidder (in case of Consortium please provide the details of lead member and other members separately)*

A.2.2. Technical Bid Checklist

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

A.2.3. Technical Bid Covering Letter

(To be submitted on the letterhead of the Bidder)

To

Chief Executive Officer,

Smart City SPV

Address of Smart City SPV

Subject: Request for Proposal (RFP) for Selection of Master system Integrator for Implementation of Integrated Command and Control Center (ICCC) in [<<City Name>>]

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

Sir/ Madam,

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 (RFP) for Selection of Master system Integrator for Implementation of Integrated Command and Control Center (ICCC) in [<<City Name>>]” do hereby propose to provide our services as specified in the bid submitted by us.

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

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

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Authority, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 5 of the RFP Volume I.

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

We hereby declare that procurement guidelines as per Public Procurement (Preference to Make in India), Order 2017, has been strictly complied with.

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 120 days from the date of submission of the bid. We shall extend the validity of the bid if required by Authority.

Thanking you,

Yours sincerely,

(Signature of the Lead Member)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

A.2.4. Curriculum Vitae (CV) of Team Members

1	Name of the Staff																			
2	Current Designation in the organization																			
3	Proposed Role in the Project																			
4	Proposed Responsibilities in the Project																			
5	Date of Birth																			
6	Education	<ul style="list-style-type: none"> ▪ Degree / Diploma, College, University, Year of Passing ▪ Degree / Diploma, College, University, Year of Passing 																		
7	Summary of Key Training and Certifications																			
8	Language Proficiency	<table border="1"> <thead> <tr> <th>Language</th> <th>Reading</th> <th>Writing</th> <th>Speaking</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Language	Reading	Writing	Speaking														
Language	Reading	Writing	Speaking																	
9	Employment Record (For the total relevant experience)	<table border="1"> <tbody> <tr> <td>From / To:</td> <td></td> </tr> <tr> <td>Employer:</td> <td></td> </tr> <tr> <td>Position Held:</td> <td></td> </tr> <tr> <td>From / To:</td> <td></td> </tr> <tr> <td>Employer:</td> <td></td> </tr> <tr> <td>Position Held:</td> <td></td> </tr> <tr> <td>From / To:</td> <td></td> </tr> <tr> <td>Employer:</td> <td></td> </tr> <tr> <td>Position Held:</td> <td></td> </tr> </tbody> </table>	From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:	
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Employer:																				
Position Held:																				
10	Total No. of Years of Work Experience																			

11	Total No. of Years of Experience for the Role proposed															
12	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name of assignment or project:</td> <td></td> </tr> <tr> <td>Year:</td> <td></td> </tr> <tr> <td>Location:</td> <td></td> </tr> <tr> <td>Client:</td> <td></td> </tr> <tr> <td>Main project features:</td> <td></td> </tr> <tr> <td>Positions held:</td> <td></td> </tr> <tr> <td>Activities performed:</td> <td></td> </tr> </table>		Name of assignment or project:		Year:		Location:		Client:		Main project features:		Positions held:		Activities performed:	
Name of assignment or project:																
Year:																
Location:																
Client:																
Main project features:																
Positions held:																
Activities performed:																

A.2.5. Credential Summary

S. No.	Project Name	Client Name	Client Type	Project Value (In INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1.							
2.							
3.							
4.							
5.							

- Client type – Indicate whether the client is Central / State Government/Union Territory/PSUs in India or a Private organization.
- Project Components – Indicate the major project components like 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)

A.2.6. 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 Indian Rupees)	
Date of Start	
Date of Completion	
Activities undertaken by Lead Member or other consortium member	

Note: In case project is on-going, a certificate from the Statutory Auditor has to be provided mentioning that 80% of Capex is complete

A.2.7. 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.

Activities Wise Timeline							
S. No.	Detailed work breakdown structure	Month Wise Program					
		1	2	3	4	5
	Project Plan						
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						

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.

A.2.8. Manpower Plan

I. Till Go-Live

Activities Wise Timeline									
S. No.	Role	Month wise time to be spent by each personnel (in days)						Total	
		1	2	3	4	5		
1.	Project Manager								Onsite
2.	Solution Architect								Onsite
3.	Command Center Expert								Onsite
4.	Network Architect								Onsite
5.	Security Infrastructure Specialist								Onsite
6.	GIS expert								Onsite
7.	Data Management expert								Onsite
8.	Business Analyst / Use-case/SoP expert								Onsite
9.	Server Storage/Database Expert								Onsite
10.								Onsite
11.								Onsite

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

Activities Wise Timeline									
S.No.	Manpower detailed breakup	Month wise time to be spent by each personnel (in days)						Total	
		Year 1	Year 2	Year 3	Year 4	Year 5		
1									Onsite/Offsite
2									Onsite/Offsite

3									Onsite/Offsite
4									Onsite/Offsite
5									Onsite/Offsite
6									Onsite/Offsite
7									Onsite/Offsite
8									Onsite/Offsite
9									Onsite/Offsite

A.2.9. Format for sharing details of the Resources/Personnel to be deployed

Sl. No.	Name of the resource	Proposed Role	Highest Degree	Certifications (e.g, PMP or ITIL or TOGAF or CCNP etc.)	Relevant Experience related to (In Years)	Please mention [nos] relevant projects handled	Total Experience (In Years)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
...							
...n							

A.2.10. Format for specifying Compliance to the benchmark / minimum Specifications

Bidder is required to submit compliance to the required benchmark / functional requirements for various components specified in the RFP.

This compliance would be needed in two Formats – 1) Summary table given below for all the items, 2) Compliance tables for each of the line item against the benchmark specifications specified in the Volume II of this RFP.

1) Summary Table of the Compliance of Requirements

#	Component	Unit OF Measurement	Quantity Proposed	Make & Model	Compliance to Required Specifications? (Yes / No)
1.				
2.				
3.				

2) Detailed compliance tables for each of the above-mentioned items against the benchmark specifications specified in the Volume II of this RFP

Name of the Component;

#	Minimum Specification / Requirement mentioned in the RFP	Compliance (Yes / No)	Explanation as to how Bidder is meeting the Compliance (alongwith cross references)	Remarks (If compliance is No) – state clearly if the deviation is having a +ve or -ve impact
1.				
2.				
3.				

A.2.11 (a). Format for Authorization Letters from OEMs

Date: <dd/mm/yyyy>

To

**Chief Executive Officer,
Smart City SPV
Address of Smart City SPV**

Subject: Authorization Letter to M/s. ----- for the participation in the Bid for

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

Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned RFP for the equipment / software manufactured / developed by us.

The equipment / software to be provided are listed below:

.....

.....

We herewith certify that the above-mentioned equipment / software products will be supplied to M/s _____ [*name of the bidder*] as part of the subject project and we hereby undertake to support these equipment/software for the duration of minimum 7 years from the date of submission of the bid.

We also confirm that the offered system will not be end of life for min 18 months from the date of supply of the product.

Yours faithfully,

For and on behalf of M/s _____(Name of the manufacturer)

Signature :

Name :

Designation :

Address :

Date :

Note:

- 1) This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by an authorized signatory of the manufacturer. The same would need to be submitted by the Bidder as a part of Technical Bid.

A.2.11 (b). Format for Authorization Letters from Cloud Service Provider (CSP)

Date: <dd/mm/yyyy>

To

**Chief Executive Officer,
Smart City SPV
Address of Smart City SPV**

Subject: Authorization Letter to M/s. ----- for the participation in the Bid for ...

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

Sir,

We _____, (name and address of the CSP) who are established and reputed CSP of _____ having operations at _____ (addresses of service locations) do hereby authorize M/s _____ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned RFP for the services provided by us.

The services to be provided are as listed below:

.....
.....

We herewith certify that the above-mentioned services will be provided through M/s _____ [*name of the bidder*] as part of the subject project and we hereby undertake to support the same for the duration of minimum 7 years from the date of submission of the bid. We also confirm the following;

1. We are a MeitY empaneled/ MeitY funded CSP and have successfully completed the STQC audit.
2. We confirm that we shall comply with any security requirements applicable to CSPs which is published (or to be published) by MeitY or any standards body setup / recognized by Government of India from time to time, and notified to the CSP/Service Providers by MeitY as a “mandatory standard”.
3. We confirm the availability of our public SLAs and provide public links of their website as confirmation. Various tiers of support provided are available at(website address) and accessible to the Bidder.
4. We confirm that the data of the Authority will reside in India, and shall not be accessed by anyone other than the Authority, unless legally required, provided the MSI/ Authority, as applicable, selects the CSP India Region for storing content.
5. In the event of change of MSI, CSP shall provide Exit Management assistance, to the extent available, as part of its managed services.

Yours faithfully,

For and on behalf of M/s _____(Name of the CSP)

Signature:

Name :

Designation :

Address :

Date :

Note: This letter of authority should be on the letterhead of the concerned CSP and should be signed by an authorized signatory of the CSP. The same would need to be submitted by the Bidder as a part of Technical Bid.

A.2.12. Anti-Collusion Certificate

[Certificate should be provided by Lead Member on letter head]

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal (RFP) for Selection of Master system Integrator (MSI) for Implementation of Integrated Command & Control Center (ICCC) in [<<City Name>>] against the RFP No :<No> Dated <DD/MM/YYYY> issued by Authority, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the bid.

(Signature of the Lead Member)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

A.2.13. Overview of Proposed Solution

Structure of Proposed Solution

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

Sl. No	Item
1	Understanding of the project and conformity to volume II: Scope of Work, Functional Requirement and System Architecture of the proposed solution as per requirements of the RFP
2	Proposed network and deployment architecture for DC/DR to meet the functionalities as given in RFP, covering ICCC.
3	Proposed security solution to safeguard against various threats including hacking attempts, cyber-crime, internal/ external threats etc.
4	Proposed solution for design & development of SOPs and KPIs, (list down all the SOPs & KPIs identified for the solution)
5	Identification of major risks and suitable mitigation plan for each of identified risks.
6	Methodology, tools and Technologies to monitor & maintain all the SLAs and managing change requests
7	Proposed structure for: <ol style="list-style-type: none"> 1. Project Strategy 2. Project Management 3. Risk Management 4. Resource Plan 5. Project Governance Model
8	What will be the approach towards the scalability, interoperability and modularity features considering the future expansion of the projects? (The response to this question shall be given considering growth of Smart Cities as well as new applications or systems that may be envisaged/developed in future)
9	Approach towards testing and quality assurance
10	How will SLAs mentioned under this RFP be measured? What tools will be used for SLA measurement?
11	Proposed solution ensures the fool proof security to the system from various threats including hacking attempts, internal threats, etc. Please explain in detail approach towards the security of the overall solution from external and internal threats
12	What are the key learnings from the similar projects and how do you propose to incorporate them in executing this assignment?
13	Assessment of Manpower deployment, Training and Handholding plan <ul style="list-style-type: none"> ● Deployment strategy of Manpower ● Contingency management ● Mobilization of existing resources and additional resources as required ● Training and handholding strategy
14	[<<Authority to add/modify as per city requirements>>]

A.2.14. 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 Bidder shall quote only one product against each such line item.

The bid can be considered non-responsive in the absence of any such details and the bids will be summarily rejected. Once the bidder provides this information in the submitted bid, the Bidder cannot change it with any other component / equipment etc. of lower specifications / performance; it can only be upgraded at the time of actual deployment/installation.

***The list of items mentioned hereunder is indicative. The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality. The BoM shall comply with the functional requirements given in Vol II of the RFP.

Bill of Quantity

Sl. No.	Description	UoM	Qty
1	Item 1		
2	Item 2		
3	Item 3		
4	Item 4		
5	Item 5		
6	Item 6		
.....nn		

A.2.15. Details of additional components mentioned as “Others” in the BoQ.

The Bidder may provide the additional line items in the proposed Bill of Material (BoM), in addition to the line items mentioned in the financial format in this RFP. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. The bid can be considered non-responsive in the absence of such details. 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.

Additional Bill of Quantity

Sl. No.	Description	UoM	Qty
1	Item 1		
2	Item 2		
3	Item 3		
4	Item 4		
5	Item 5		
6	Item 6		
.....nn		

Note:

The Bidder shall specify all additional line items proposed by him in the above specified format.

However, in the e-procurement portal, the total price for all additional items proposed shall be indicated in the last line items designated as “Others”.

The successful bidder shall provide the price break-up for all such additional items proposed by him, before conclusion of agreement.

7. Annexure 3 – Formats of Price Bid

A.3.1. Price Bid - Format 1

To,

Chief Executive Officer,

Smart City SPV

Address of Smart City SPV

Subject: Request for Proposal (RFP) for Selection of Master system Integrator for Implementation of Integrated Command and Control Center (ICCC) in [<<City Name>>]

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

We, the undersigned Bidder, having read and examined in detail all the RFP Documents in respect of Selection of Master system Integrator for Implementation of Integrated Command and Control Center (ICCC) in [<<City Name>>] do hereby propose to provide services as specified in the RFP Documents number Tender No :<No> Dated<DD/MM/YYYY>

We offer our Price Bid as mentioned below:

#	Description	Value in INR (Inclusive of all applicable taxes / charges etc.)
A	Total Project Cost (Towards the Design, supply, Implementation, operation and maintenance of the Project, inclusive of 5 years O&M as detailed in the Project scope)	
	Project Cost Quoted in Words	

1. PRICE AND VALIDITY

- All the prices mentioned by us in this Price Bid are in accordance with the terms as specified in the RFP Documents. All the prices and other terms and conditions of this RFP are valid for a period of 180 calendar days from the date of submission of the Bid.
- We hereby confirm that our prices include all taxes, charges, levies etc. to be payable to various govt./non-govt./local authorities.
- We understand and agree that the finalization/selection of the System Integrator is solely on the basis of the least cost based selection, subject to fulfilment of eligibility criteria.

2. UNIT RATES

We also understand and agree that the unit rates of various components as per Section A.3.2 of Annexure 3, Format 2 of the Price Bid also should be quoted, without which the bid is liable to be rejected by the technical/ evaluation committee. The decision of the committee shall be final and binding on all in this regard.

We have indicated in Section A.3.2 of Annexure 3, Format 2 of the Price Bid, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work or quantities under the contract. We understand and agree that the unit rates will not be considered for evaluation, finalization/selection of MSI under this RFP.

3. QUALIFYING DATA

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

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP Document. The relevant unit prices are indicated in Section A.3.2 of Annexure 3, Format 2 of the Price Bid.

5. CONTRACT PERFORMANCE BANK GUARANTEE

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

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

We understand that our response to the RFP is binding on us and that you are not bound to accept a RFP you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal.

Date:

Place:

Business Address:

A.3.2. Price Bid - Format 2 – Unit Rates

Note: Please note that all unit rates quoted as per this Format 2 is for the sole purpose of price adjustment in case of any increase to/decrease from the scope of work or quantities under the contract. These rates will not be considered for evaluation or finalization of the bid. However, based on the market trends, Authority retains the right to negotiate this rate for future requirements.

The components and quantities mentioned in the below table is indicative only and bidder shall propose the systems/components as per their proposed solution design to meet requirements of the RFP focusing on the outcome, future scalability, security, reliability and adherence to specified SLA under this RFP.

A.3.2.1. Price Component for Capex – Unit Rates Price component for CAPEX:

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

S.no.	Line Item	Unit of Measurement	quantity proposed	Unit Price Including All taxes, levies, duties, etc. as applicable (in Rs.)	Total Price Including All taxes, levies, duties, etc. as applicable (in Rs.)
Supply Items					
1					
2					
...					
...n					
Implementation services					
1					

2					
....					
...n					

Total CAPEX Price (in words) - _____

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

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

A.3.2.2. Price component for OPEX

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

S.no.	Year 1			Year 2			Year 3			Year 4			Year 5			GRAND TOTAL (Y1+Y2+Y3+Y4+Y5)
	O&M Cost (in Rs.)	Taxes, levies, duties, etc. as applicable (in Rs.)	Total O&M Cost (in Rs.)	O&M Cost (in Rs.)	Taxes, levies, duties, etc. as applicable (in Rs.)	Total O&M Cost (in Rs.)	O&M Cost (in Rs.)	Taxes, levies, duties, etc. as applicable (in Rs.)	Total O&M Cost (in Rs.)	O&M Cost (in Rs.)	Taxes, levies, duties, etc. as applicable (in Rs.)	Total O&M Cost (in Rs.)	O&M Cost (in Rs.)	Taxes, levies, duties, etc. as applicable (in Rs.)	Total O&M Cost (in Rs.)	
Phase-1																
1																

Phase-2															
1															
Phase...n															
1															

Total OPEX Price (in words) - _____

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

A.3.3. General instructions

- a. The Authority or any other government agency shall not have any liability of paying any taxes (including GST)/charges/levies as part of this project. The bidder has to quote their Price duly factoring in all these costs over the project duration.
- b. Bidder should provide all prices as per the prescribed Format under this Annexure.
- c. All the prices are to be entered in Indian Rupees (INR) only
- d. Prices indicated in the schedules shall be inclusive of all taxes, GST, Levies, duties etc. The prices should also specify any recurring charges and five-year O&M support cost as per specified Formats.
- e. Authority reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- f. The Bidder needs to account for all out of Pocket expenses on account of Boarding, Lodging and other related items.
- g. The Unit Rate as mentioned in the prescribed Formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, Authority retains the right to negotiate this rate for future requirement
- h. Bidder shall ensure that the future products to be supplied shall be of latest specifications as per the OEM roadmap.
- i. Bidder should refer to Volume II of the RFP for details on the functional requirements of the system and the benchmark minimum specifications for the items mentioned in the Price Formats.
- j. Total cost should be inclusive of all applicable taxes / charges, Annual O&M charges or any other recurring charges such as license fees etc.(for hardware as well as software components) as applicable.
- k. No escalation of prices will be considered during the course of the project implementation and O&M.
- l. The MSI/bidder has to ensure that their Price bid contains reasonable unit rates of CAPEX and OPEX items. Authority may identify abnormally higher / lower unit rates of line items and seek justifications from bidders on the same. It is recommended that Total Capital Price (CAPEX) quoted in the project should not exceed 70% of Total Price quoted in the price bid. In case the bidder quotes higher figures (more than 70% of Total Price) towards CAPEX, the same shall be restricted to 70% while making payments towards CAPEX. Any value quoted towards CAPEX over and above 70% limit will be paid in equal quarterly instalments during O&M phase along with quarterly payment for each quarter

8. Annexure 4 -Format for EMD

(NEFT/RTGS/Net Banking or Unconditional irrevocable Bank guarantee of any nationalized / scheduled banks on INR 100/- Stamp Paper)

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

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

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

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

III. It is a 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:

9. Annexure 5- Performance Bank Guarantee

[On Appropriate Stamp Paper]

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

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

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

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

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Indian Rupees [<<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 Indian Rupees [<<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 Master 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 Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only).

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

Date

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

10. Annexure 6- Format of Agreement between Bidder and their Parent Company / Subsidiary / Sister Concern Company (As the case may be)

(On INR 100.00 Non judicial Stamp Paper and duly notarized)

This agreement made this ___ day of ___ month ___ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary / Sister Concern Company, as the case may be) hereinafter referred to as "Parent Company/ Subsidiary Company/ Sister Concern Company (Delete whichever not applicable)" of the other part:

WHEREAS

Smart City SPV (hereinafter referred to as Authority) has invited offers vide their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/ Subsidiary Company/ Sister Concern Company- (Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company/ Sister Concern Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to Authority for the full scope of work as envisaged in the tender document as a main bidder and liaise with Authority directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/ Subsidiary Company/ Sister Concern Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company/Sister Concern Company (Delete whichever not applicable) and accepted by the bidder.
2. This agreement will remain valid till validity of bidder's offer to Authority including extension if any and till satisfactory performance of the contract in the event the contract is awarded by Authority to the bidder.
3. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company/Sister Concern Company (Delete whichever not applicable) shall be jointly and severally responsible to Authority for satisfactory execution of the contract.
4. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by Authority.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

<p>For and on behalf of _____ (Bidder)</p> <p>Signature: Name: Designation:</p> <p>Witness 1:</p> <p>Signature: Full name: Address:</p> <p>Witness 2:</p> <p>Signature: Full name: Address:</p>	<p>For and on behalf of _____ (Parent/subsidiary/sister concern company)</p> <p>Signature: Name: Designation:</p> <p>Witness 1:</p> <p>Signature: Full name: Address:</p> <p>Witness 2:</p> <p>Signature: Full name: Address:</p>
---	---

Notes:

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY/SISTER CONCERN COMPANY GUARANTEE

1. Guarantee should be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee should affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory (ies) to execute the guarantee, duly certified by the Company Secretary should be furnished along with the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed along with the Guarantee.

“Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”

11. Annexure 7- Format of Parent Company / subsidiary / Sister Concern Company Guarantee (As the case may be)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

- B. [<<City Name>>] Smart City Limited, a statutory body under _____, having its Registered Office at _____, hereinafter called “Authority” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on
- C. M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by Authority, submitted their RFP number to Authority with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by Authority at any stage.
- D. The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.
- E. The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.
- F. Accordingly, at the request of the Company and in consideration of and as a requirement for Authority to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:
 - 1. The Guarantor (Parent Company / 100% Subsidiary Company/ Sister Concern (Delete whichever not applicable) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by Authority, take up the job without any demur or objection, in continuation and without loss of time and without any cost to Authority and duly perform the obligations of the Company to the satisfaction of Authority.
 - 2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company and also severally responsible for satisfactory performance of the contract entered between the Company and Authority.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and Authority. This will, however, be in addition to the forfeiture of the Performance Bank Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of [<<City Name>>].
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor hereby agrees 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 Authority and the Bidder Company shall in any way release Guarantor from any liability under this guarantee and Guarantor hereby waive notice of any such change, addition or modification.
9. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of _____ (name of the Parent Company/Subsidiary/Sister Concern company)

Signature: _____

Name: _____

Designation: _____

Common seal of the guarantor company:

Witness 1:

Signature: _____

Full Name: _____

Address: _____

Witness 2:

Signature: _____

Full Name: _____

Address: _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY/SISTER CONCERN COMPANY GUARANTEE

1. Guarantee should be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee should affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory (ies) to execute the guarantee, duly certified by the Company Secretary should be furnished along with the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed along with the Guarantee.

“Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”

12. Annexure 8 – Format for Consortium Agreement

[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>>] 20XX at [<<Place>>] among _____ (hereinafter referred to as "____") and having office at [<<Address>>], India, as Party of the First Part and _____ (hereinafter referred to as "____") and having office at [<<Address>>], as Party of the Second Part and _____

(hereinafter referred to as "____") and having office at [<<Address>>], as Party of the Third Part. The parties are individually referred to as Party and collectively as Parties.

WHEREAS [AUTHORITY] has issued a Request for Proposal dated [<<Date>>] (RFP) from seeking proposal from the interested firms in "Request for Proposal for Selection of Master system Integrator (MSI) for Implementation of Integrated Command & Control Center (ICCC) in [<<City Name>>]".

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

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

- I. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a) Submit a response jointly to Bid for the "Request for Proposal for Selection of Master system Integrator (MSI) for Implementation of Integrated Command & Control Center (ICCC) in [<<City Name>>]" as a Consortium.
 - b) Sign Contract in case of award.
 - c) Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- II. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for "Request for Proposal for Selection of Master system Integrator (MSI) for Implementation of Integrated Command & Control Center (ICCC) in [<<City Name>>]" for and related execution works to be performed pursuant to the agreement and shall not extend to any other activities.
- III. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the BID document, and agreement.

- iv. ----- (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
1. To ensure the technical, commercial and administrative co-ordination of the work package
 2. To lead the contract negotiations of the work package with the Authority.
 3. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf

of all Parties.
 4. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities as MSI in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
- Party A: _____
- Party B: _____
- Party C: _____
- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in [<<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:

- i. _____
- ii. _____

13. Annexure 9 - Format for Power of Attorney for Lead Member of Consortium

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

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

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s._____ and M/s _____ hereby designate M/s. _____

being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Authority 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 Authority 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 _____ 20XX

(Signature)

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

Witness 1

Witness 2

- *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.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in*

favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- *In case the bid is signed by an authorized Director / Partner or Proprietor of the Bidder, a certified copy of the appropriate board resolution / document conveying such authorization to Authority may be enclosed in lieu of the Power of Attorney.*
- *For document executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*



ANNEXURES:

Insertion of Rule 144(xi) in General Finance Rules (GFR)

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

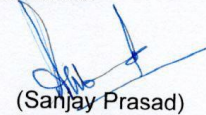
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.



(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

Y/a

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
- a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

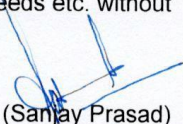
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for GeM:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

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