Volume 1: Instructions to Bidder RFP No.: SSCL/CR/147/2017-18 Dated: March 2018

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Important Dates

S. No.	Activity	Deadline
1	Release of RFP	21/03/2018
2	Last date of receipt of queries on RFP	09/04/2018 @ 18:00 Hrs
3	Pre-bid Meeting date	11/04/2018 @11.00 Hrs
4	Posting of response to queries	25/04/2018
5	Last date for submission of Bids	21/05/2018 @ 16:30 Hrs
6	Date of opening of pre-qualification bids	23/05/2018 @16:30 Hrs

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Definitions/Acronyms

Terms	Meaning		
Authority/ SSCL	Shivamogga Smart City Limited		
BEC	Bidders Evaluation Committee		
BOM	Bill of Material		
CCTV	Closed Circuit Television		
CEO	Chief Executive Officer		
DD	Demand Draft		
EMD	Earnest Money Deposit		
GIS	Geographical Information Systems		
GPS	Global Positioning System		
HOD	Head of Department		
ICCC	Integrated Command and Control Centre		
ICT	Information and Communication Technology		
Indian Rupees	Indian Rupee		
Lol	Letter of Intent		
LSI	Local System Integrator		
MSI	Master System Integrator		
NPV	Net Present Value		
OEM	Original Equipment Manufacture		
0&M	Operations & Maintenance		
PBG	Performance Bank Guarantee		
PDD	Proposal Due Date		
РоС	Proof of Concept		
PQ	Pre-Qualification		
RFP	Request for Proposal		
SLA	Service Level Agreement		
SOP	Standard Operating Procedures		
TQ	Technical Qualification		
TRV	Total Revenue		
UAT	User Acceptance Testing		
VM	Virtual Machine		

1 Introduction

The Ministry of Urban Development, Government of India (GoI) has rolled out Smart City Mission on 25 June, 2015. Shivamogga was selected among 100 cities to be developed as smart city in India due to various achievements, initiatives and all-inclusive approach. Accordingly Shivamogga city had submitted "Smart City Proposal" (SCP) to Ministry of Urban Development, Government of India with required consent of Karnataka government and statutory authority of Shivamogga Municipal Corporation. Karnataka Urban Infrastructure Development & Finance Corporation Limited (KUIDFC) is the State Level Nodal Agency (SLNA) for the Smart City Mission in Karnataka.

Shivamogga has been selected to be developed into a smart city under the second round of the Smart Cities Mission. The Smart City Proposal of Shivamogga includes the smart city solutions which involve the use of technology, information and data to improve infrastructure and services within the city of Shivamogga (The Smart Solutions Projects).

Shivamogga Smart City Limited (SSCL) now intends to select a Local System Integrator for the Implementation of Integrated Command and Control Centre (ICCC) in Shivamogga.

1.1 Introduction to Shivamogga Smart City Project

The SSCL, has identified certain Smart ICT intervention required to make the city smart. The broad functional &technical requirements have been identified and have been provided under Volume 2 of the RFP. It is proposed to appoint a Local System Integrator (LSI) to implement the said ICT interventions, but not limited to:

A. Level 1: Integrate and View

Certain components will be integrated using direct feeds, dashboards and sharing of alerts/ actionable inputs for integrate and view operations, such as:

- 1. Intelligent Public Transport System
- 2. City Surveillance System
- 3. E- Governance

B. Level 2: Integrate Command and Control

- 1. Geospatial Database Management System
- 2. Emergency and Disaster Management System (Future integration)
- 3. Smart Lighting (Future Integration)

C. Level 3: Implement, Command, Control and Fully Operate

- 1. Smart Water
- 2. ICT components in Poles
- 3. Intelligent Traffic Management System
- 4. Smart Parking
- 5. ICT based Solid waste Management

Apart from the solutions listed above, there are other solutions that are to be implemented by the LSI. These solutions are common components that form part of all other ICT solutions proposed to be implemented through this RFP. The solutions proposed as common components that are to be implemented by the LSI are the city network, Integrated Command and Control Centre and city wide mobile app

After establishing the above said solutions (in 15 Months, phase I – 9 months and phase II – 6 months), the bidder is expected to operate and maintain the said ICT interventions. The interventions implemented in phase I will have to be maintained for a period of 4 years and 3 months and the interventions implemented in phase II will have to be maintained for a period of 3 years 9 months. Total project duration is 5 years.

1.2 RFP Format

The intent of this RFP is to invite bids from the Bidders for implementation of Integrated Command and Control Centre in Shivamogga for the Authority. The project also includes implementation of other smart elementslike Integrated Solid Waste Management System, Intelligent Traffic Management, Smart Parking, Smart metering, ICT components on Polesalong with integration of city applications with Integrated Command and Control Centre in Shivamogga for SSCL.

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

1. RFP Volume 1: Instruction to Bidders

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

2. RFP Volume 2: Scope of work including Functional & Technical Specifications

Volume 2 of the RFP provides information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirementstimelines and payment schedule.

3. RFP Volume 3: Master Service Agreement

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

1.3 Fact sheet

Sl. No.	Items	Description
1.	Method of Selection	The Selection of LSI 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 80 marks out of 100 marks. 2nd stage would be evaluation of Financial Bid and the Bidder with L1 Bid will be selected based on Grand Total Price (Capex Price + Opex Price with NPV) exclusive of applicable taxes.
2.	Availability of RFP Documents	Download from <u>www.eproc.karnataka.gov.in</u>
3.	Date of RFP Issuance	21 March 2018
4.	Tender Processing Fee (Non- refundable and Not- Exempted)	As indicated in the e-procurement portal (INR Rs. 7,500)
5.	Bid Security/ Earnest Money Deposit (EMD)	INR 44.00 Lakhs (INR 44,00,000/-)

SI. No.	Items	Description	
6.	Last date and time for Submission of Pre-bid Queries	09 April 2018; 18:00Hrs	
7.	Pre-Bid Conference time, date &Venue	11 April 2018; 11:00 Hrs City Corporation Office Shivamogga	
8.	Posting of responses to queries (on website)	25 April 2018; www.eproc.karnataka.gov.in	
9.	Last Date and time for Bid/Bid submission (On or before)	21 May 2018. 16:30 Hours	
10.	Date, time for Opening of Pre-Qualification Bids	23 May 2018. 16:30 Hours	
11.	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of bid extendable upon request by authority.	
12.	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.	
13.	Tender Inviting Authority	Shivamogga Smart City Limited	
14.	Name and Address for Correspondence/ city survey	To, The Managing Director Shivamogga Smart City Office Shivamogga Karnataka- 577201 Phone-08182-279951	

2 Instruction to Bidders

General

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
- d. Bids shall be received by the Authority on the e-Procurement portalwww.eproc.karnataka.gov.inbefore the time and date specified in the schedule of the tender notice. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- e. Bid received through any other mode of communication except through e-proc portal(email, Print-out, Telex, cable or facsimile offers) will be rejected.

2.1 Eligible Bidders

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

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

a. Sole Bidder

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

b. Consortium of firms

Bids can be submitted by a consortium of firms. A consortium shall not consist of more than three (3) parties (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder shall be responsible for entire delivery of products, solutions, services, service delivery and meeting all the Terms & Conditions of this RFP (Volume 1 to 3). The Lead Bidder shall be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later on. Any change in the consortium partner will need to be approved by Authority. The consortium agreement shall be submitted to this effect clear mentioning the scope of each partner on the stamp paper by the successful bidder. The Sole or Lead Bidder will be responsible for:

i. Design, supply, installation and commissioning of all products and services submitted in their Bid and as part of the Contract.

- ii. Responsible for the functioning of the proposed solution in totality to meet the Authority requirements outlined in the RFP.
- iii. The management of all Consortium Members who are part of the Bid if any, and

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

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

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

For the purpose of Bid submission of this RFP,

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

Consortium members must provide a Memorandum of Understanding (MoU) as per Annexure – 7, covering above points and showing their intention to enter into such an Agreement at the time of bidding along with Pre-Qualification Bid.

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

2.2 Compliant Bids/Completeness of Response

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

2.3 Bidder to Inform

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

2.4 Bid Preparation costs

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

2.5 Pre-bid meeting & Clarification

2.5.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to Authority as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in the excel sheet formatonly (Annexure I), along with covering letter specifying name and details of the organization submitting the queries.

Authority shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Authority.

2.5.2 Responses to Pre-Bid Queries and Issue of Corrigendum

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

Pre-bid meeting will be held on the date and venue indicated in Section 1.3 of the RfP Volume 1.

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

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of Authority.

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

2.6 RFP Document Fee

- RFP can be downloaded from the Karnataka e-Procurement portal mentioned in the fact sheet.
- Tender Processing Fee as indicated in the e-procurement portal. The tender fee shall be non-refundable.
- Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall be rejected.

2.7 Earnest Money Deposit (EMD)

1. The Bid shall contain EMD amount of INR. 44, 00,000/- (Indian Rupees Forty fourLakhs only) in the form of Bank Guarantee (Annexure 5(b)). The EMD shall be from a Nationalized Bank/ Scheduled bank payable on demand at any of the bank branch at the {City Name} or Bengaluru. No exemption for submitting the EMD will be given to any agency. EMD/Bid security in any other form will not be entertained. The EMD shall be valid for a period of 225 days and extendable upon request by the Authority, from the date of last date of submission of bid. The Bidders shall upload the Bank Guarantee in the e-portal along with the Technical Bid documents. However, the original Bank

Guarantee shall be submitted by the Bidder to the Authority on or before the time & date fixed for opening of the Technical Bids. Failure to do so, the Bid will be treated as non-responsive and will be rejected.

- 2. For Unsuccessful Bidders: The Bid Security of all Unsuccessful Bidders would be returned without interest, after submission of Performance Bank Guarantee / Additional bank guarantee by the Successful Bidder.
- 3. For Successful bidders: The Bid Security, for the amount mentioned above, of Successful Bidder would be returned without interest upon submission of Performance Bank Guarantee / additional bank guarantee by the Successful Bidder.
- 4. The Bidder shall be disqualified from the evaluation process if the prescribed EMD is not submitted along with the bid. .
- 5. The Bid Security may be forfeited in any of the following circumstances:
 - If a Bidder withdraws its bid during the period of bid validity; or
 - In the case of a successful Bidder, if s/he fails to submit the Performance Bank Guarantee and/or sign the Contract in accordance with this RFP

2.8 Bid Validity Period

Bid shall remain valid for the time period mentioned in the Fact Sheet.

On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

2.9 Contents of Bid

The three coverbids system shall be followed. Technical and Commercial Offers shall be uploaded separately through the e - Procurement portal.

Document Set	Name of Document	Content
One	Pre-Qualification Bid	 a. Earnest Money Deposit (EMD) b. Pre-Qualification bid as per Section 6.1 and 6.2 along with the required supportingdocuments. c. No Deviation Certificate as per Section 6.6 d. Total Responsibility as per section 6.7 e. Declaration as per Section 6.5 f. Any other documents/ certificates as mentioned in the annexure and section 6
Тwo	Technical bid	Technical Bid.a.Technical Bid as per Section 7 :Formats for submission of theTechnical Bid along with therequired supporting documentsb.ResponseRequirementSpecification (FRS)andTechnicalRequirement

		Specifications(TRS)		
		c. Proof of Concept and		
		Presentationto		
		theAuthority/Committee appointed		
		by the Authority		
Three	CommercialBid	As per e-procurement portal		

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

2.10 Bid Formats

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

Section #	Section Heading	Details	Doc Ref
1.	Pre-qualification checklist	As per format provided in Annexure 2 section 6.1	QP-1
2.	Pre-Qualification Bid Covering Letter	As per format provided in Annexure 2 section 6.2	QP-2
3.	Consortium Agreement	As per format provided in Annexure 7 of this Volume section 12	QP-3
4.	Company Profile (about the Sole Bidder / Lead Bidder & Consortium Members)	As per format provided in Annexure 2 section 6.3	QP-4
5.	Power of Attorney	Documentary evidence as per format provided in Annexure 8 and 9	QP-5
6.	Project Experience	Citation details of projects as per format in Section 7.4 and 6.8 as applicable.	QP-6
7.	No Deviation Certificate	As per format provided in Annexure 2 section 6.6	QP-7
8.	Total responsibility certificate	As per format in Annexure 2 Section 6.7	QP-8

2.10.1 Pre-Qualification Bid Format

2.10.2 Technical Bid Format

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

Section #	Section Heading	Details	Doc Ref
1.	Technical Bid Checklist	As per format provided in	TB-1

Section #			Doc Ref
		Annexure 3 section 7.1	
2.	Technical Bid covering letter	As per format provided in Annexure 3 section 7.2	TB-2
3.	Compliance to Requirement (Technical/Functional Specifications)	As per format in Section 7.8	TB-3
4.	Proposed Bill of Materials	As per format in Section 7.9	TB-4
5.	Project/ Credential Summary	As per format provided in Annexure 3 section 7.3	TB-5
6.	Bidder's Experience	Project citation as per format provided in Annexure 3 section 7.4 and supporting documentary evidences and Self-certifications as per format in Annexure 2 section 6.8 as applicable	TB-6
7.	Project Plan and Resources	 Project plan as per format provided in section 7.5.2 Manpower plan as per format provided in section 7.5.3 I & II Summary of resources as per format provided in section 7.6.1 CV of resources as per format provided in section 7.7 	ТВ-7
8.	Manufacturers'/Producers' Authorization Form	As per format provided in section 7.10	TB-8
9.	Anti – Collusion Certificate	As per format provided in section 7.11	ТВ-9
10.	Non – disclosure Agreement	As per format provided in Annexure 6	ТВ-10
11.	Details of additional components mentioned as others in the BoQ	As per format specified in Section 7.12	TB-11
12.	Tax Form	As per the format specified in the Section 7.13	TB-12

2.10.3 Commercial Bid Format

The Bidder must submit the Commercial Bidas per the e-procurement.

2.11 Language

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

2.12 Authentication of Bids

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign as indicated in Annexure 8 & 9.

2.13 Amendment of Request for Proposal

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

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

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

2.14 Bid Price

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

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

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

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

2.15 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.6. The bids with deviation(s) are liable for rejection.

2.16 Total Responsibility

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

2.17 Late Bids

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

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

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

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

2.18 Right to Terminate the Process

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. This RFP does not constitute an offer by Authority.

2.19 Non-Conforming bids

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

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

2.20 Acceptance/Rejection of Bids

- a. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.

2.21 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 employees of the successful Lead bidder and Consortium members who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA) as per Annexure 6, Section 11.

2.22 Disqualification

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

- a. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices.
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- c. Bid is received in incomplete form.
- d. Bid is not accompanied by all the requisite documents.
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- f. Financial bid is enclosed with the same document as technical bid.
- g. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- h. In case any one party / same consortium submits multiple bids or if common interests are found in two or more Bidders with reference to Section 2.2 (b), the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.
- i. Bids without EMD will be disqualified

2.23 Key Personnel

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

2.23.1 Initial Composition; Full Time Obligation; Continuity of Personnel

Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the

Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.

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

2.23.2 Evaluations

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

2.23.3 Replacement

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

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

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

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

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

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

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

2.23.4 High Attrition

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

- a. Provide Authority with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Bidder with any departing member of the Key Personnel; and
- b. If such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key

Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

c. For any replacement of key personnel penalty will be levied as given in Volume III Section B "Special Conditions of the contract" clause "Termination".

2.24 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly orindirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- b. Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOI or the Agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly orindirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Authority in relation to any matter concerning the Project;

- ii. "fraudulent practice" means a misrepresentation or omission of facts ordisclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding orarrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.25 Conflict of Interest

- a. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.
- b. Authority requires that the bidder provides solutions which at all times hold Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.
- c. Government of Karnataka (GoK) expects Bidders to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- d. Bidders or any of their affiliates / key personnel shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the bidder.

2.26 Sub-Contracting

Sub-contracting shall be allowed only to non-IT infrastructure works. However, even if the work is subcontracted, the sole responsibility of the work shall lie with the Lead Bidder or sole bidder. The lead bidder or sole bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-

contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

2.27 Inclusion of MSMEs in Project Delivery

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

2.28 Eligible Goods and Services, and OEM Criteria:

- a. For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b. The Bidder shall quote specific make and model of OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- c. The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 5 years as on the date of release of the RFP.
- d. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- e. The OEM for all active components should give a declaration that products or technology quoted/proposed shall not reach end of- sale, end-of-life for a minimum of 5 Years from the date of Last Date of Bid Submission and end of support for minimum of 5 years from the date of Go-Live.
- f. Bidder must quote products in accordance with above clause "Eligible goods and related services.
- g. The OEM of each product or technology should have quality certifications like ISO 9001:2000 & ISO 14001 or equivalent
- h. The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- i. Each of the proposed OEMs should either have existing capability and infrastructure to provide 24x7x365 technical support in India, or should provide an undertaking that they would establish the requisite infrastructure and capability to provide 24x7x365 technical support, on emerging a winner in this bidding process.

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

2.29 Right to vary quantity

a. At the time of award of contract and post award of work, the quantity of goods, works or services originally specified in the bidding documents may beincreased to maximum 25% of the present quantity. It shall be without any change in the unit prices or other terms and

conditions of the Bid and the bidding documents. In the event, the goods, works or services for which variation is sought after award of work then the same shall be done through Change Request Note. The CRN will be evaluated by a Third Party Committee formed by the Authority and the decision of the Committee will be final on the scope and rate. In case of decrease in quantity, it will be limited to max of 25% reduction of contract value only.

- b. If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

2.30 Withdrawal, Substitution, and Modification of Bids

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

2.31 Site Visit

- a. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bidand entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b. The Authority will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Authority adequate notice of a proposed visit of at least seven(7) days. Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- c. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

3 Selection Process for Bidder

3.1 Opening of Bids

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

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

There will be two bid-opening events

a. Stage 1 (Pre-Qualification bid and Technical Bid)

b. Stage2 (Commercialbid)

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

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

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

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

3.2 Preliminary Examination of Bids

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

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

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)
- c. Found with suppression of details
- d. With incomplete information, subjective, conditional offers and partial offers submitted
- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP
- g. With lesser validity period
- h. EMD not submitted / lesser EMD validity period
- i. If the Bidder gives wrong information in the Bid.
- j. Canvassing in any form in connection with the Bid.

- k. Bids submitted after due date and time.
- I. Bids submitted by Telex/Telegram/Fax/e-mail.
- m. Erasure and/or over writing is/are Not permissible
- n. Bids not signed by authorized signatory

3.3 Clarification on Bids

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

3.4 Evaluation Process

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

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

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

The steps for evaluation are as follows:

3.4.1 Stage 1 (A): Pre-Qualification

- a. Authority shall validate the Set 1 "RFP Document fee & Bid Security/Earnest Money Deposit (EMD)".
- b. If the contents of the Set 1 are as per requirements, Authority shall open the "Pre-Qualification Bid". Each of the Pre-Qualification condition mentioned in Section 3.5is MANDATORY. In case, the Bidder does not meet any one of the conditions, the biddershall be treated as non-responsive and will not be considered for further evaluation.
- c. Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through the e-procurement portal and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee (PBG) by the successful Bidder.Bids of only those Bidders who meets the Pre-Qualification criteria, shall be considered for further evaluation i.e Stage-1 (B): Technical Evaluation.

3.4.2 Stage 1 (B): Technical Evaluation

a. "Technical bid" will be evaluated only for the bidders who succeed in Stage 1 (A).

- b. The committee appointed by the 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.
- c. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.6 & 3.6.1
- d. Bidders shall make a presentation to the Authority/ Committee appointed by the Authority to supplement their bids which include the following
 - Approach & Methodology including Project Experience
 - Proposed Solutions
 - Manpower Technical Resources
 - Proof of Concept of proposed solution

The Authority envisages to have proof of concept / technical demonstration to evaluate the technology & system performance for getting city business outcome;During the Demonstration/Proof-of-Concept (PoC) at technical evaluation stage, the Evaluation Committee will give special attention to verify the quality, robustness and appropriateness of the proposed Solutions/Equipment. If any brand / products are found un-suitable, Bidder may get disqualified or may be asked to replace the product with better products, meeting the tender requirements, without any change in commercial bid. Bidder may demonstrate local setup or existing deployments over network/cloud.

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

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

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

3.4.3 Stage 2: Commercial Evaluation

- a. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b. The commercial of only those bidders which have qualified in Stage-1 (A) & Stage -1 (B)shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. Bid prices to be provided as per the formats provided in eProcurement Portal.

d. Since the payments to the SI shall be made over several years, the Net Present Value (NPV) method will be used for evaluation of the Commercial bids, so as to bring all bidders to a common denomination for determination of lowest bidder. The Bidder shall quote their O&M rates as per their own assessment. However, the Authority will calculate the NPV of the quoted amount as per the formula below for the purpose of evaluation. The Net Present Value of a contract is equal to the sum of the present values of all the cash flows associated with it. The formula for calculating NPV of a Commercial bid is illustrated below:

 $P = C + [(O1) / (1+r)] + [(O2 / (1+r)^{2}] + [(O3) / (1+r)^{3}] + [(O4) / (1+r)^{4}] + [(O5) / (1+r)^{5}]$

Where: P= Final Price

C = Total Capex Price, O1 = Opex Price for Year 1

O2 = Opex Price for Year 2, O3 = Opex Price for Year 3,

O4 = Opex Price for Year 4, O5 = Opex Price for Year 5

R = Rate of Interest / Discounting Rate at 10%

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

3.5	Pre-Qualification	Criteria	as per	stage 1(A)
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 The Sole Bidder or the Lead Bidder of Consortium must be registered company in India and should be in the business & have been operational at least for last 5 years as on date of bid submission. Memorandum and Articles of Association GST registration certificate Copy of Certificate of Incorporation / Registration under companies Act, 1956/2013 and its subsequent amendments. Memorandum and Articles of Association GST registration certificate Copy of purchase orders showing at least 5 years of operations OR Certified true copy of relevant extracts of balance sheet and PL statements for last 5 years 	#	Eligibility Criteria	Document Proof
For Consortium members GST registration certificate PAN	1	Consortium must be registered company in India and should be in the business & have been operational at least for last 5	 Registration under companies Act, 1956/2013 and its subsequent amendments. Memorandum and Articles of Association GST registration certificate Copy of purchase orders showing at least 5 years of operations OR Certified true copy of relevant extracts of balance sheet and PL statements for last 5 years. For Consortium members GST registration certificate

"		
#	Eligibility Criteria	Document Proof
		 Consortium agreement/MoU clearly stating the roles and responsibilities and scope of works of each member/ partner company.
2	The Sole Bidder/ Lead Bidder should have an average annual turnover of INR 100 Crore from the operations which includes at least any one activities from the list IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC) in over last 3 audited financial years from the date of NIT { 100 = Double the project cost and round off to next multiple of 10} (eg. Rs. 104.3 Cr will become Rs. 110 Crores) In case of a consortium, the Lead Bidder should have average annual turnover of at least 50% of the total turnover. The combined average annual turnover of the Lead Bidder and Consortium company/companies shall be minimum of Rs.100 Crores.	Audited statement for last 3 financial years of the sole bidder. Audited statement for last 3 financial years of lead bidder and its member companies. Certificate from the Chartered Accountant/ statutory auditor/ Company Secretary clearly specifying the annual turnover from the operations which includes at least any one activities from "IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC)" for the specified years. (Applicable to sole bidder or lead bidder) Certificate from the Chartered Accountant/ statutory auditor/ Company Secretary clearly specifying the annual turnover from the operations which includes at least one activity from "IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC)" for the specified years. (Applicable to command & control center implementation/ Network operating center (NOC)" for the specified years. (Applicable to consortium member companies)
3	The sole bidder or the consortium should have a positive net worth for the previous 3 financial years from the date of NIT	Audited and certified Balance Sheet and Profit/Loss Account of the previous 3 financial year Certificate from the statutory auditor/ Company secretary clearly specifying the Net worth of the firm for the specified year to be

#	Eligibility Criteria	Document Proof
4	As on date of the submission of the proposal, the sole bidder or the consortium should not be black listed or debarred by Central/State governments/PSU in India	provided. Undertaking from the authorized signatory of the bidder (in case of Consortium, to be provided by each member) as per the format in Section 6.4
5	The Sole Bidder or lead bidder of the Consortium should possess relevant CMMi level 3 and or relevant ISO Certifications which are valid at the time of bidding	Copies of the relevant certifications.
6	 The Sole Bidder or the Consortium should have experience in executing at least 2 nos. of ICT projects which includes any of the following areas during last 5 years as on bid submission date: Value of each project should be minimum of Rs. 5 Crore 1. Smart Transport 2. ICT based SWM 3. Variable messaging system/public address system. 4. E-Governance applications 5. Smart utilities like water/UGD 6. Smart parking/smart lighting 7. Surveillance 8. Emergency Response system Other applications as per City requirement. 	 Copies of work order, Client certificate indicating satisfactory completion of the Project and other relevant documents. Note: The date of work order should be at least 6 months before the date of release of this RFP. In case of ongoing projects, the project must have achieved 80% of the capex completion from financial & physical perspective. In case the experience shown is that of bidder's parent/subsidiary/ sisters concern company, then the following additional documents are required Letter from Company Secretary of the bidder certifying that the entity whose experience shown is parent/subsidiary/sister concern company Share holding pattern of the bidding entity as per audit report
7	The Sole bidder or the Consortium must have on its pay roll a team of 10 or more technically qualified professionals.	Self-Certification from the bidder for the number of technically qualified professionals employed in the company with their qualification and skill set. (Applicable to sole bidder or lead bidder of consortium or its member company)

Notes:

1. For International project if the original client certificate and other documents are in language other than English than a translated copy duly certified by the authorized entity shall be submitted along with bid document

- 2. 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.
- 3. Bidders are allowed to submit experience in terms of technical qualification of their holding (parent) company or subsidiary company or Sister Concern only.
 - a. a 'holding company', in relation to one or more other companies, means a company of which such companies are subsidiary companies; and
 - a 'subsidiary company' in relation to any other company (that is to say the holding company), means a company in which the holding company— (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own
 - c. a 'sister concern' in relation to Bidder Company, means a company whose holding company is same as bidder's holding company and holding company (a) controls the composition of the Board of Directors; or (b) exercises or controls more than one-half of the total share capital at its own
- 4. In case where the bidder is dependent upon the technical experience of the subsidiary company or the parent company or the sister concern, with a view to ensure commitment and involvement of the parent/ subsidiary/sister company for successful execution of the contract, the participating bidder should enclose (i) an Agreement (as per format enclosed at Annexure 10 of this Volume) between the bidder and its parent / subsidiary/Sister concern company for fulfilling the obligation and deployment of expert during implementation phase for the Track/Component for which the experience is being used and (ii) Guarantee (as per format enclosed at Annexure 11 of this Volume) from the parent/ subsidiary/sister concern company in favor of SSCL.

3.6 Technical Evaluation Framework

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

Section #	Evaluation Criteria	Points
A	Bidders Experience & Organization Strength	20
В	Project Experience	30
С	Approach & Methodology & Solutions	30
	Proposed	
D Proposed Resources		20
	Technical Score	100

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

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

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

Bidder to submit work order and end client work in-progress (minimum 80% Project completion) / completion certificate as a supporting documents for each Project.

Project citations of only up to one level of sub-contracting will be considered for evaluation.

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

3.6.1 Technical Bid Evaluation Criteria

#	Technical Evaluation Criteria	Technical Evaluation para	meter	Points	Supporting documents required
A. <i>B</i> . A1	The Bidder (or any consortium member) should have demonstrable expertise and experience in executing large	Organization Strength The bidder (or any consortium m have experience in executing at lea Project during last 5 years as on date: Value of the project should INR 40 Crore. Cost of the Project More than INR 80 Crore	st one large ICT bid submission	7	Copies of Work orders, contract agreements, Client Certificate indicating satisfactory
	ICT projects during last Five years as on 31 st march 2017	INR 56 Crore to 80 Crore INR 40 Crore to 55 Crore Additional 5 percentage of mar executed in Govt Sector/PSU.	65 45 k for projects		completion of the project.
A2	Company Profile: Bidder should have an average annual turnover of at least INR 100 crore in any of the 3 financial years (FY 2014- 15, 2015-16, 2016-17)	Annual turnover from IT system integration/ IT services/ ICT/ Syst services/ communication infras surveillance/ ICT based utility Transport management/ comma center implementation/ Network o (NOC) In case of consortium, aggregated t the consortium may be considered (minimum) of the lead bidder	em integration structure/ city management/ and & control perating center	5 Audited statement for last 3 financial years of the sole bidder. Audited statement for last 3 financial	
		Turnover >100 crores to <= 150	Percentage 50	years of	years of lead bidder & its
		<pre>>130 crores to <= 200 crores > 200 crores to <= 250 crores</pre>	70 100	•	companies
А3	People in organization (Full time Employees – FTE in ICT projects)	Number of FTE > 500 FTE > 400 FTE to =< 500 FTE	Percentage 100 90 80 70	3	Submission of HR certificate stating the same
Α4	The sole bidder or the lead bidder in a case of consortium, should possess any CMMi level certification	Profile CMMi Level 5 CMMi Level 3 Copies of valid certificates in the nabidder or the lead bidder in case of		3	Valid certificates
A5	The sole bidder or the lead	 ISO 20000:2011 for IT Service N equivalent certification – 1 Mar 	lanagement or	2	Copies of valid

T	ELEMENTS IN SHIVAN				
Technical Evaluation Criteria	Technical Evaluation	parameter	Points	Supporting documents required	
bidder in a case of consortium, should possess ISO certification		'		certificates in the name of sole bidder or the lead bidder in case of consortium	
roject Experience of I	Bidder				
Design, Build and Maintainence of Command and control Centre	and experience of setting up room/ data Centre/ Integra platform/ Emergency respons and Surveillance Control I (NOC/SOC)/ Surveillance Control Highways, Railways, Airports Firms and other government during last seven years (as on	o or O&M of ICCC ted city operation se Centre/ Security Room/ City Wide trol Room built for s, Campus, Private establishments etc. date of submission	5	Copies of Work orders, contract agreement s, Client Certificate indicating satisfactor y	
	= 3 or >3	100	comple of th	completion	
				of the project.	
Implementati on or Integration of ICT Applications	 The bidder should have demonstrable expertise and experience in implementation or integration of any 4 of the following smart features with the centralized system in the last 5 years GIS Parking System Intelligent Bus Transport System Fibre NOC CCTV Camera Traffic Signalization/ ANPR Smart Lighting ICT enabled Solid Waste management Each such project is considered as one unit Number of units Percentage = 4 or >4 100 = 3 75 = 2 50 		10	Copies of Work orders, contract agreement s, Client Certificate indicating satisfactor y completion of the project.	
	Criteria bidder in a case of consortium, should possess ISO certification	Evaluation CriteriaISO 27001:2013 for Inform Management System or ex- certificationbidder in a case of consortium, should possess ISO certification• ISO 27001:2013 for Inform Management System or ex- certification - 1 Marksroject Experience of Bidder	Evaluation Criteria ISO 27001:2013 for Information Security Management System or equivalent certification - 1 Marks bidder in a case of consortium, should possess ISO certification • ISO 27001:2013 for Information Security Management System or equivalent certification - 1 Marks coject Experience of Bidder Design, Build and Maintainence of Command and control Centre The bidder should have demonstrable expertise and experience of setting up or O&M of ICCC room/ data Centre/ Integrated city operation platform/ Emergency response Centre/ Security and Surveillance Control Room/ City Wide (NOC/SOC)/ Surveillance Control Room built for Highways, Railways, Airports, Campus, Private Firms and other government establishments etc. during last seven years (as on date of submission of bid) of minimum value of <u>5 crore each</u> Implementati on or Integration of ICT Applications • The bidder should have demonstrable expertise and experience in implementation or integration of any 4 of the following smart features with the centralized system in the last 5 years 2. GIS . Parking System 3. Parking System . Intelligent Bus Transport System 5. Fibre NOC 6. CCTV Camera 6. Traffic Signalization/ ANPR . Smart Lighting 9. ICT enabled Solid Waste management . Each such project is considered as one unit	Evaluation Criteria ISO 27001:2013 for Information Security Management System or equivalent certification - 1 Marks bidder in a case of consortium, should possess ISO certification • ISO 27001:2013 for Information Security Management System or equivalent certification - 1 Marks Image: Construct of Security Management System or equivalent certification - 1 Marks object Experience of Bidder The bidder should have demonstrable expertise and experience of setting up or O&M of ICCC commad and control Centre 5 Command and Control Centre The bidder should have demonstrable expertise and experience of setting up or O&M of ICCC ontrol Centre 5 Implementati on or Integration of ICT Applications The bidder should have demonstrable expertise and experience in implementation or integration of any 4 of the following smart features with the centralized system in the last 5 years 10 3. Parking System 4. Intelligent Bus Transport System 5. Fibre NOC 6. CCTV Camera 7. Traffic Signalization/ ANPR 8. Smart Lighting 9. ICT enabled Solid Waste management • Each such project is considered as one unit Vumber of units 100	

	- <u></u>	ELEMENTS IN SHIVAMOGGA		
#	Technical Evaluation Criteria	Technical Evaluation parameter	Points	Supporting documents required
Β3	ICT based Solid Waste Management	 The bidder should have experience in executing ICT based Solid Waste Management projects in last 5 years (till years ending 31st March 2017). Points are allocated based on number of Projects executed Number of Projects Percentage >= 3 100 = 2 75 = 1 50 		Copies of Work orders, Contractagree ments, ClientCertifica te indicating satisfactory completion of the project.
B4	Intelligent Traffic Management	 The bidder should have experience in executing Traffic Management (Signalizationand/orANPR) projects in last 5 years (as on date of submission of bid). Points are allocated based on number of un executed Number of Units Percentag a or >3 100 2 75 1 	its	Copies of Work orders, contract agreements, Client Certificate indicating satisfactory completion of the project.
B5 C. <i>A</i>	Smart Water metering Approach & Methoo	 The bidder should have experience in executing Smart Water metering projects in last 5 years (till years ending 31st March 201 Points are allocated based on number of Projects executed Number of Projects Percentage >= 3 100 = 2 75 = 1 50 Bology & Project Presentation/Demonstration 		Copies of Work orders, contract agreements, Client Certificate indicating satisfactory completion of the project.
C1	Approach & Methodology	 Following parameters will be evaluated: Parameter Percenta Understanding of the project and conformity to Volume 2 functional requirement. Detailed architecture plan encompassing all ICT elements proposed in volume 2 Completeness of project plan and ease of implementation (including training and change 	age 10	
		(including training and change management plan)Method of integration proposed with other IT initiative15		

#	Technical Evaluation Criteria	Technical Evaluation para	ameter	Points	Supporting documents required
		Identification of major risks fo the projects and also propose suitable mitigation plan for each of these risks	2 10		
		Strategy to maintain all the SLA and handling change requests	10		
		Detailed Business Plan highlighting Revenue Streams fo relevant smart elements			
		What will be the approach towards the scalability interoperability and modularity features considering the future expansion of the projects? (The response to this question shal be given considering growth o Smart Cities as well as new applications or systems that may be envisaged/developed in future)	, 2 2 1 15 f 4		
C2	Technical Demonstration / Proof of concept	Successful Demonstration/Proof Bidder need to demonstrate minir like Intelligent Traffic Managemen Smart Parking/Smart Lighting sensor/Smart Transport/SWM / S etc. along with SMS, Email environment.	15		
C3	Presentation	The Bidder will need to exhibit pro architecture, functional and non-fu requirements through presentatio	inctional	5	
D. P	roposed Resources fo		1		
D1	People on project	Each of the following profiles sugg bidder will be evaluated:		20	
			Marks Allotted		
		Project Manager	4		
		Functional Experts			
		Integrated Command and Control Centre Expert	4		
		Solid Waste Management Expert	2		
		Security/ Surveillance /IoT Expert	4		
		GIS Expert	2		
		Technical Experts			
		Solution/ Lead Architect	4		
•	•	······			

3.6.2 Key Personnel Criteria

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

LSI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. LSI has to provide the list of proposed Resources for the Project. 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, LSI shall independently estimate the team size and the necessary experts required to meet the requirements of Service Levels during implementation and O&M phase as specified as part of this tender.

SI #	Position		Minimum Qualifications & Experience	Nos
		a)	Education: MBA/MCA/M. Tech & B. Tech/B.E.	1
			from a reputed institution	
		b)	Total Experience: Minimum 10 years in IT	
1.	Project Manager		sector.	
		c)	Should have more than 8 years of experience of	
			leading such large projects	
		d)	Certification: PMP	
		a)	Education: B.E/B.Tech from a reputed institute	1
	Integrated Command and	b)	Total Experience : Minimum 10 years of	
2.	Control Centre (ICCC)		experience in ICCC	
	Expert	c)	Should have experience of more than 2 projects	
			as Control and Command Centre expert	
			Education: MCA/M. Tech/B. Tech/B.E. from a	1
	Solution Architect		reputed institution	
3.		b)	Total Experience: Minimum 8 years in IT sector.	
5.	Solution Architect		Should have experience of more than 3 years as	
			a Solution Architecture in large projects of	
			similar nature	
		a)	BE/B.Tech or Graduation/Post Graduation from	1
			a recognized educational institution	
4.	Solid Waste Management	b)	Experience: Minimum10 years.	
	Expert	c)	Should have experience in designing &	
			implementing ICT base Solid Waste	
			ManagementSystem for minimum 2 projects.	
		a)	B.Tech / M.Tech with atleast 8 years of	1
	Security / Surveillance /IoT		experience	
5.	Expert	b)	Should have experience designing and	
			implementing Surveillance solutions including	
			IoT platform for atleast 2 projects.	

		a) B.Tech / M.Tech with at least 5 years	1		
		experience in GIS Solution Implementation	l		
6.	GIS Expert	b) Should have experience in designing and	l		
		implementing GIS solution for atleast3similar	1		
		projects	l		

Notes:

• <u>The top three profile (Project Manager, Control and Command Centre Expert and Solution Architect) should</u> <u>be on the payroll of the sole bidder or the Lead bidder</u>

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

Apart from the above –mentioned resources, the Bidder shall also propose adequate manpower to be deployed during the Operation & Maintenance phase of the Project as provided in the format 7.5.3 (II)

Any additional or support manpower shall be estimated and should be accounted for in the Commercial proposal by the selected bidder, so that, the project as per the scope defined and agreement are fulfilled and the project objectives are met.

3.6.3 Manpower Deployment

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

#	Type of Resource	Quantity	Minimum Deployment during Implementation phase		
1	Project Manager	1	Atleast 80%	100%	
2	ICCC Expert	1	Atleast 80%	Onsite Support to Project team on need basis	
3	Solution Architect	1	Atleast 80%	Onsite Support to Project team on need basis	
4	Solid Waste Management Expert	1	Atleast 80%	100%	
5	Security / Surveillance/ IoT Expert	1	Atleast 80%	100%	
6	GIS Expert	1	Atleast 80%	Onsite Support to Project team on need basis	

4 Award of Contract

4.1 Notification of Award

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

4.2 Signing of Contract

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

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

4.3 Performance Bank Guarantee (PBG)

The successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority. The PBG shall be from a Nationalized Bank or a Scheduled Bank in the format prescribed in Section 9 - Annexure 5 (a), payable on demand at any of the bank branches in Bangalore, for the due performance and fulfilment of the contract by the bidder.

1. Implementation Performance Bank Guarantee (IPBG) shall be submitted within 2 weeks from the date of issuance of LOI, for an amount equivalent to 10% of the total CAPEX price (as mentioned in the Section 8 towards the implementation Phase, valid for a period of one year or Until Go-Live date whichever is later.

2. Operational Performance Bank Guarantee (OPBG) shall be submitted to the authority prior to expiry of the IBPG at least 3 months in advance, towards the Operation Phase for an amount equivalent to 10% of the total OPEX price (as mentioned in the Section 8 Annexure valid for a period of 5 years plus 60 days.

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

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

The performance bank guarantee shall be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as

compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

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

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Authority, Contract Completion Certificate shall be issued and the IPBG would be returned to the Bidder after the receipt of OPBG and after deducting the penal amount, if any, upon Go-Live. OPBG would be returned to the bidder upon completion of O&M of the project in all respect at the end of 5 years plus 60 daysafter deducting penalties, if any.

4.4 Warranty & Maintenance

Bidder shall also provide complete maintenance support, comprehensive on-site warranty, for all the proposed integrated solution as outlined in this RFP for a period of Sixty months from the date of go-live i.e. "Go-Live" + 60 months. "Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of Authority.

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

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

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

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

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

The successful bidder hereby warrants Authority that:

- i. The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if anyand provides the functionality and performance, as per the terms and conditions specified in the contract.
- ii. The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
- iii. The successful bidder shall be responsible for warranty services from licensers of products included in the systems.
- iv. The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty and comprehensive AMC period.

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

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

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

5 Annexure 1 – Template for Pre-Bid Queries

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

Reques	Request for clarification							
SI. No.	Clarification Sought							

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

6.1 Pre-qualification bid checklist

#	Eligibility Criteria	Document Proof	Compliance (Y/N)	Doc ref
1	 The Sole Bidder or the Lead Bidder of Consortium must be registered company in India and should be in the business & have been operational at least for last 5 years as on date of bid submission. 	 Copy of Certificate of Incorporation / Registration under companies Act, 1956/2013 and its subsequent amendments. Memorandum and Articles of Association GST registration certificate Copy of purchase orders showing at least 5 years of operations OR Certified true copy of relevant extracts of balance sheet and PL statements for last 5 years. For Consortium members GST registration certificate PAN Consortium agreement/MoU clearly stating the roles and responsibilities and scope of works of each member/ 		QP - 1(1)
2	The Sole Bidder/ Lead Bidder should have an average annual turnover of INR 100 Crore from the operations which includes at least any one activities from the list "IT systems/ IT systems integration/ IT services/ ICT/ System	partner company. Audited statement for last 3 financial years of the sole bidder. Audited statement for last 3 financial years of lead bidder and its member companies. Certificate from the Chartered Accountant/ statutory auditor/ Company		QP – 1(2)

#	Eligibility Criteria	Document Proof	Compliance (Y/N)	Doc ref
	integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC)" in over last 3 audited financial years from the date of NIT { 100 = Double the project cost and round off to next multiple of 10} (eg. Rs. 104.3 Cr will become Rs. 110 Crores) In case of a consortium, the Lead Bidder should have average annual turnover of at least 50% of the total turnover. The combined average annual turnover of the Lead Bidder and Consortium company/companies shall be minimum of Rs.100 Crores.	Secretary clearly specifying the annual turnover from the operations which includes at least any one activities from "IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC)" for the specified years. (Applicable to sole bidder or lead bidder) Certificate from the Chartered Accountant/ statutory auditor/ Company Secretary clearly specifying the annual turnover from the operations which includes at least one activity from "IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC)" for the specified years. (Applicable to consortium member companies)		
3	The sole bidder or the consortium should have a positive net worth for the previous 3 financial years from the date of NIT	Audited and certified Balance Sheet and Profit/Loss Account of the previous 3 financial year Certificate from the statutory auditor/ Company secretary clearly specifying the Net worth of the firm for the		QP – 1(3)

# Eligibility Criteria		Eligibility Criteria Document Proof		Doc ref
		specified year to be provided.		
4	As on date of the submission of the proposal, the sole bidder or the consortium should not be black listed or debarred by Central/State governments/PSU in India	Undertaking from the authorized signatory of the bidder (in case of Consortium, to be provided by each member) as per the format in Section 6.4		QP - 1(4)
5	The Sole Bidder or lead bidder of the Consortium should possess relevant CMMi level 3 and or relevant ISO Certifications which are valid at the time of bidding	Copies of the relevant certifications.		QP – 1(5)
6	The Sole Bidder or the Consortium should have experience in executing at least 2 nos. of ICT projects which includes any of the following areas during last 5 years as on bid submission date: Value of each project should be minimum of Rs.5 Crore 1. Smart Transport 2. ICT based SWM 3. Variable messaging system/public address system. 4. E-Governance applications 5. Smart utilities like water/UGD 6. Smart parking/smart lighting 7. Surveillance 8. Emergency Response system	 Copies of work order, Client certificate indicating satisfactory completion of the Project and other relevant documents. Note: The date of work order should be at least 6 months before the date of release of this RFP. In case of ongoing projects, the project must have achieved 80% of the capex completion from financial & physical perspective. In case the experience shown is that of bidder's parent/subsidiary/ sisters concern company, then the following additional documents are required a. Letter from Company Secretary of the bidder certifying that the entity whose experience shown is parent/subsidiary/sister r concern company Share holding pattern of the bidding entity as 		QP - 1(6)

#	Eligibility Criteria	Document Proof	Compliance (Y/N)	Doc ref
	Other applications as per City requirement.	per audit report		
7	The Sole bidder or the Consortium must have on its pay roll a team of 10 or more technically qualified professionals.	Self-Certification from the bidder for the number of technically qualified professionals employed in the company with their qualification and skill set. (Applicable to sole bidder or lead bidder of consortium or its member company)		QP – 1(7)

6.2 Pre-Qualification Bid Covering Letter

<To be submitted on Lead Bidder's letterhead>

Date: dd/ mm / yyyy

To,

The Managing Director Shivamogga Smart City Limited

Sub: RFP for selection of Local System Integrator for implementation of Integrated Command and Control Centre and Smart Elements in Shivamogga

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

Dear Sir,

With reference to your "**RFP for selection of Local System Integrator for implementation of Integrated Command and Control Centre and Smart Elements in Shivamogga**", we hereby submit ourPrequalification bid, Technical Bid and have uploaded Commercials in eProcurement Portal for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of Indian Rupees[] Crores and Tender fee of Indian Rupees[] online through e-Procurement portal
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and exclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liabilitytowards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In	case	of	any	clarifications	please	contact _	er	mail	at
----	------	----	-----	----------------	--------	-----------	----	------	----

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

6.3 Company profile

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

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

B. Certificate of Incorporation/Registration (required for both bidder and Consortium members)

C. Financial Turnover

The financial turnover of the company is provided as follows:

	2014 - 15	2015 – 16	2016 – 17
Annual Turnover			

- Copy of audited financial statements or declaration from the appointed statutory auditor/CA to be provided as proof of the financial turnover
- Positive net worth, as on the last date of latest audited financial year. Copy of self-certified statutory auditor certificate/CA to be submitted along with the bid

D. Certifications

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

6.4 Declaration of Non-Blacklisting

(To be submitted on company letter head)

Declaration for Lead Bidder:

Place

Date

Τo,

The Managing Director Shivamogga Smart City Limited

Subject: Self Declaration of not been blacklisted in response to the RFP for selection of Local System Integrator for implementation of Integrated Command and Control Centre and Smart Elements in Shivamogga

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

Dear Sir,

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

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

6.5 Declaration for Consortium Member:

(To be submitted on company letter head)

{Place}

{Date}

To, The Managing Director Shivamogga Smart City Limited

Subject: Self Declaration of not been blacklisted in response to the RFP for selection of Local System Integrator for implementation of Integrated Command and Control Centre and Smart Elements in Shivamogga

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

Dear Sir,

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

(Signature of the Consortium Member)

Printed Name

Designation

Seal Date:

Place: Business Address:

6.6 No Deviation Certificate

<To be submitted on Lead Bidder's letterhead>

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 with respect to Authority requirements, Scope of Work, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification.

(Authorized Signatory)

Signature: Name: Designation: Address:

Seal: Date:

6.7 Total Responsibility Certificate

<To be submitted on Lead Bidder's letterhead>

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

(Authorized Signatory)

Signature: Name: Designation: Address:

Seal: Date:

6.8 Self-certificate for Project execution experience (In Bidding Entity's Letter Head)

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

Name of the Project	
Client's name, Contact No. and Complete Address	
Contract value for the Bidder (in India n 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:

7 Annexure 3 – Formats for Submission of the Technical Bid

7.1 Technical Bid Check-List

#	Technical Evaluation Criteria	Supporting documents required	Complia nce (Y/N)	Doc Ref
Α.	Bidders Experience & Organization S	trength		
A1	The Bidder (or any consortium member) should have demonstrable expertise and experience in executing large ICT projects during last Five years as on 31 st march 2017	Copies of Work orders, contract agreements, Client Certificate indicating satisfactory completion of the project		TB – 1(1)
A2	Annual turnover from IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC) In case of consortium, aggregated turnover of the consortium may be considered with 50% (minimum) of the lead bidder	Audited statement for last 3 financial years of the sole bidder. Audited statement for last 3 financial years of lead bidder and its member companies.		TB – 1(2)
A3	People in organization (Full time Employees – FTE in ICT projects) Submission of HR certificate stating the same	HR Certification on Company Letterhead for Sole Bidder/Lead Bidder		TB — 1(3)
A4	The sole bidder or the lead bidder in a case of consortium, should possess any CMMi level certification	Copies of valid certificates in the name of sole bidder or the lead bidder in case of consortium		TB – 1(4)
A5	The sole bidder or the lead bidder in a case of consortium, should possess ISO certification roject Experience of Bidder	Copies of valid certificates in the name of sole bidder or the lead bidder in case of consortium		TB – 1(5)

		EMENTS IN SHIVAMOGGA		
#	Technical Evaluation Criteria	Supporting documents required	Complia nce (Y/N)	Doc Ref
B1	The bidder should have demonstrable expertise and experience of setting up or O&M of ICCC room/ data Centre/ Integrated city operation platform/ Emergency response Centre/ Security and Surveillance Control Room/ City Wide (NOC/SOC)/ Surveillance Control Room built for Highways, Railways, Airports, Campus, Private Firms and other government establishments etc. during last seven years (as on date of submission of bid) of minimum value of 5 crore each	Copies ofWork orders,contractagreements,C lient Certificateindicatingsatisfact orycompletionoftheproject.		TB — 1(6)
B2	Value of 5 crore eachThe bidder should havedemonstrable expertise andexperience in implementation orintegration of any 4 of thefollowing smart features withthe centralized system in the last5 years1.GIS2.Parking System3.Intelligent Bus TransportSystem4.Fibre NOC5.CCTV Camera6.Traffic Signalization/Traffic EnforcementSystemANPR/E-Challan7.Smart Lighting8.ICT enabled Solid WastemanagementEach such project is consideredas one unit	Copies ofWork orders,contractagreements,C lient Certificateindicatingsatisfact orycompletionoftheproject.		TB – 1 (7)
B3	The bidder should have experience in executing ICT based Solid Waste Management projects in last 5 years (till years ending 31st March 2017).	Copies ofWork orders,contractagreements,C lient Certificateindicatingsatisfact orycompletionoftheproject.		TB – 1(8)

		EMENTS IN SHIVAMOGGA		
#	Technical Evaluation Criteria	Supporting documents required	Complia nce (Y/N)	Doc Ref
B4	The bidder should have experience in executing Traffic Management (Signalization and/or ANPR) projects in last 5 years (as on date of submission of bid).	Copies of Work orders, contract agreements, Client Certificate indicating satisfactory completion of the project.		TB – 1(9)
B5	The bidder should have experience in executing Smart Water metering projects in last 5 years (till years ending 31 st March 2017).	Copies of Work orders, contract agreements, Client Certificate indicating satisfactory completion of the project.		TB – 1 (11)
C. A	pproach & Methodology & Project Pres	entation/Demonstration		
C1	Approach & Methodology covering understanding of the project, FRS, TRS, scope & deliverables etc. Provide White paper, Case study, Best practices developed in the past to demonstrate client experience.			TB – 1(12)
D. P	roposed Resources for the Project		L	1
D1	People on project			TB – 1 (13)

7.2 Technical Bid Covering Letter

<To be submitted on Lead Bidder's letterhead>

Date: dd/mm/yyyy

To, The Managing Director Shivamogga Smart City Limited

Subject: RFP for selection of Local System Integrator for implementation of Integrated Command and Control Centre and Smart Elements in Shivamogga

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

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of "RFP for selection of Local System Integrator for implementation of Integrated Command and Control Centre and Smart Elements in Shivamogga" 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 (a) of Section 9 of the RFP Volume I.

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

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

Thanking you,

Yours sincerely,

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

7.3 Credential Summary

							Project Status
SI	ProjectN	Client N	ClientT	ProjectValue(in	ProjectCompo	Documentaryevidencepr	(CompletedorO
#	ame	ame	уре	Indian Rupees)	nents	ovided(Yes or No)	ngoing
							orWithheld)
1							
2							
3							
4							
5							
6							
7							

- Client type Indicate whether the client is Government or PSU or Private
- Project Components Indicate the major project components like setting up of IT systems/ IT systems integration/ IT services/ ICT/ System integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC)
- Documentary evidence provided Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status Completed (date of project completion) or Ongoing (project start date)

7.4 Bidder's Experience - Client Citations

Sole Bidder or Lead bidder in case of Consortium is requested to furnish the credentials in the following format for both Pre-Qualification and Technical Criteria. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's name, Contact No. and Complete Address	
Contract value for the Bidder (in India n Rupees)	
Narrative description of project:	
Date of Start	
Date of Completion	
Activities undertaken by prime bidder or consortium member	

Note: If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided in Section 6.8.

7.5 Overview of Proposed Solution

7.5.1 Structure of Proposed Solution

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

SI.No	Item
1	Understanding of the project and Conformity to Volume 2 functional requirement
2	Detailed Architecture plan encompassing all ICT elements proposed in Volume 2
3	Completeness of project plan and ease of implementation (including training and change management plan)
4	Method of integration proposed with other IT initiative
5	Identification of major risks for the projects and suitable mitigation plan proposed for each of these risks
6	Strategy to maintain all the SLAs and handling change requests
7	Detailed Business Plan highlighting Revenue Streams for relevant smart elements
8	What will be the approach towards the scalability, interoperability and modularity features considering the future expansion of the projects? (The response to this question shall be given considering growth of Smart Cities as well as new applications or systems that may be envisaged/developed in future)
9	Approach towards testing and quality
10	How SLAs mentioned under this RFP will be measured? What tools will be used for SLA measurement?
11	Proposed solution ensures the fool proof security to the system from various threats including hacking attempts, internal threats, etc. Please explain in detail approach towards the security of the overall solution from external and internal threats
12	What are the key learning from the similar projects and how do you propose to to the in executing this assignment.
13	 Assessment of Manpower deployment, Training and Handholding plan Deployment strategy of Manpower Contingencymanagement Mobilization of existing resources and additional resources as required
	Training and handholdingstrategy

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

7.5.2 Project Plan

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

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			

7.5.3 Manpower Plan

I. Till Go-Live Implementation

Activit	Activities Wise Timeline										
S. No.	Role	Mon each	Month wise time to be spent by each personnel (in days)								
		1	1 2 3 4 5								
1.	Project Manager								Onsite		
2.	ICCC Expert								Onsite		
3.	Solution Architect								Onsite		
4.	Solid Waste Management Expert								Onsite		
5.	Security / Surveillance/ IoT Expert								Onsite		
6.	GIS Expert								Onsite		
7.	Add more rows (as required)								Onsite		

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

Activi	Activities Wise Timeline												
S. No.	Man Power detailed breakup	Mont perso	h wise nnel (ir	time to n days)	be spen	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

7.6 Details of Resources proposed

7.6.1 Summary of Resources proposed

SI.No.	Name of the resource	Proposed Role	Highest Degree	Basic Qualification (e.g., B.Sc. or BE or MCA or Post Graduation)	Certifications (e.g., PMP or ITIL or TOGAF or CCNP etc.)	Total Experience (In Years)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

7.7 Curriculum Vitae (CV) of Team Members

	Name:							
1.	Proposed position or role							
2.	Date of Birth		Nationality					
3		Qualific ation	Qualific Name of School or College or			Year of passing		
4.	Years of experience	(as requi	red for the l	Profile)				
	Areas of Expertise and							
	no. of years of experience							
5.	in this area							
	Certifications and							
6.	Trainings attended							
7.	Employment Record	Employe	r	Position	From			
		for each employm of emplo	employing ition,	position and last 2 firms, list in reverse order, giving				
	÷	•		formed under this pro				
9	Relevant Work Undertaken t	hat Best II	lustrates the	e experience as requir	ed for the Role)			

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

7.8 Compliance to Requirement (Technical / Functional Specifications)

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

Note:

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

7.9 Proposed Bill of Material

The Bidder should provide the proposed Bill of Material (BoM) here. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. The bid can be considered non-responsive in the absence of 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 Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed

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

No.	BoM Lime Item	Total Qty.	Modification Proposed	Make /Brand	Model Details	Full compliance with RFP
Α	Video Wall System		·			
A.1	Video Wall Cubes (50")	10				
A.2	Video Wall Controller with Wall Management System	1				
В	Hardware for ICCC					
B.1	Multi-Function Laser Printer	2				
	(City Control Room)					
B.2	Operator Workstations (City	16				
	Control Room)					
B.3	IP Phones	25				
B.4	Digital Set top boxes	1				
B.5	Television Set (Meeting room)	1				
B.6	Office Desktop	13				
B7	Display (55″)	1				
С	Situation Room	•				
C.1	55" LED display to present critical information Display	2				
C.2	VideoConferencing Unit	1				
D	IP PBX System for ICCC					
D.1	IP PABX System	1				
D.2	PRI Modem pair	2				
Ε	Building Utilities for ICCC		·			
E.1	LAN and CAT-6 cabling	1				
E.2	Public Address System	1				
E.3	PTZ	3				
E.4	Fixed Dome Cameras with 32 channel NVR	6				

7.9.1 Command and Control Centre

No.	BoM Lime Item	Total Qty.	Modification Proposed	Make /Brand	Model Details	Full compliance with RFP
F	Services for ICCC					
F.1	DTH Subscription	1				
F.2	PRI Lines	1				
G	Network & Security					
G.1	Switches/ Router	2				
G.2	Networking/ IT racks	2				
G.3	MPLS Router	2				
G.4	Core Switch/ Data Center	2				
	switch	2				
н	Contact Center Operators					
H.1	Contact Center Operators	7				

7.9.2 ICT Based Solid Waste Management

ВоМ	Qty	Modification Proposed	Make/Brand	Model Details	Full compliance with RFP
GPS Trackers	87				
SIM Card (per month cost)	87				
QR codes	84397				
Smart Phones	50				
Routes + Lifting points + Treatment units + Transfer Stations + Landfill site	50				
AEBAS Terminals – Tablet with biometric device attached in a frame	15				
AEBS IRIS scanner to be connected to the tablet	5				
Mobile connectivity for each terminal per month	15				
Electronic Weighbridge	1				
Handheld Device	1				
Cameras (Fixed)	5				
Cameras (ANPR)	1				
RF link + masks	2				
GSM Connectivity for each month	1				
Software Licenses & Installation for data CENTRE HOSTING	1				
Weighing machines including CPU at Primary Waste collection vehicles (1 per truck)	9				
Installation cost for weigh machines at primary collection	Lumpsum				

vehicles			
Load Sensor 2 ton – 4 vehicles (2 per truck)	4		
Installation cost for load sensors at secondary collection vehicles	Lumpsum		

7.9.3 Variable Messaging System

ВоМ	Qty	Modification Proposed	Make/Brand	Model Details	Full compliance with RFP
VMS board including VMS controller size 3000mm*1500mm*200 mm (minimum) with complete hardware and accessories as required + Mounting structure for VMS including UPS facility as per specifications	2				
Installation Cost including upgrades and custom configuration	Lumpsum				

7.9.4 Intelligent Traffic Management System

ANPR at city entry exit points

ВоМ	Qty	Modification Proposed	Make/Brand	Model Details	Full compliance with RFP	ВоМ
1	ANPR Camera	18				
2	IR Illuminator	18				
3	Fixed camera	18				
4	Pole Mounted Control Unit : including AC Power supply and UPS, CPU Sub Module, with all cabling, fittings, earthing, etc	9				
5	FIELD -PROCESSOR UNIT	9				
6	6 Mtr Cantilever Pole as per site requirement	9				
7	Complete cabling and civil works as required	Lumpsum				

Signalization

ВоМ	Qty	Modification Proposed	Make/Brand	Model Details	Full compliance with RFP	ВоМ
1	Signalization (3 arm Junctions)	3				
2	Signalization (4 arm junctions)	2				
3	Signalization (5 arm junctions)	1				
4	Signal Controllers (3 arm junctions)	2				
5	Signal Controllers (4 arm junctions)	4				
6	Pole Mounted Control Unit : including AC Power supply and UPS, CPU Sub Module, with all cabling, fittings, earthing, etc	12				
7	Complete cabling and civil works as required	Lumpsum				

7.9.5 Smart Parking System

БоМ	Qty	Modification Proposed	Make/Brand	Model Details	Full compliance with RFP
Handheld Parking Ticketing Machine	59				
Entry exit barrier	26				
Controllers	13				
Car wheel lock	5				
Networking cost (passive components)	Lumpsum				
Network Cost	24				
Installation & Labor cost	Lumpsum				
Misc	Lumpsum				

7.9.6 Intelligent Public Transportation System

ВоМ	Qty	Modification Proposed	Make/Brand	Model Details	Full compliance with RFP
GSM connectivity for each month (PIS)	40				
Passenger Information System (including the controller & casing cost)	40				

7.9.7 Surveillance System

Network cost for AS- IS takeover of Police network

ВоМ	Qty	Modification Proposed	Make/Brand	Model Details	Full compliance with RFP
AS-IS O&M (Man power cost)	5 resources for O&M				
Cost to setup Firewall, switches +AAA+Router upgrade	Firewall 2 Units, AAA one unit, Network rack,				
Cost to setup ring network	Man power rate + OFC cost (estimated to be 70 Kms)				
WLC+ Access Points	20 Access points + two WLC				
Deploy 12 Core fibre UG in ABD area + current 6 core to UG	35 Kms of OFC + man power rate for moving OFC to UG				

7.9.8 ICT components at poles

S. No.	ВоМ	Quantity	Modificatio n Proposed	Make/Bran d	Mode l Detail s	Full complianc e with RFP
	Smart Poles					
1	Digital Bill board -2 / Bus Shelter one on Either Side (10 Smart bus shelters)	21				
2	Environmental Sensors	5				
3	Installation Cost	Lumpsum				

7.9.9 Smart meters

S. No.	ВоМ	Qty	Modification Proposed	Make/Brand	Model Details	Full compliance with RFP
	Smart Water					
1	1000 mm dia bulk flow meters	1				
2	650 mm dia	1				
3	550 mm dia	2				
4	500 mm dia	1				
5	150 mm dia	1				

6	200 mm dia	1		
7	200 mm dia	1		
8	150 mm dia	2		
9	500 mm dia	1		
	Sensors at WTP			
1	Turbidity			
	measurement	2		
2	рН			
		2		
3	Chlorine Content			
		2		
4	Installation Cost	Lumpsum		

7.9.10 One Time Service Integration at ICCC

No	Lime Item	Qty	Modification	Full	compliance	with
•			Proposed	RFP		
1.	Integration of ICCC with Street Lighting	Lump Sum				
2.	Integration of ICCC with Smart Water Meters	Lump Sum				
3.	Integration of ICCC with Smart Parking	Lump Sum				
4.	Integration of ICCC with KSRTC VTMS	Lump Sum				
5.	Integration of ICCC with Intelligent Traffic Management System (ITMS)	Lump Sum				
6.	Integration of ICCC with City Surveillance System	Lump Sum				
7.	Integration of ICCC with Fire, Emergency Response & Disaster Management	Lump Sum				
8.	Integration of ICCC with GIS	Lump Sum				
9.	Integration of ICCC with Solid Waste Management	Lump Sum				
10.	Integration of ICCC with e- Governance Applications & City Wide App	Lump Sum				
11.	Integration of ICCC with ICT components at Poles	Lump sum				

7.9.11 Manpower Cost

Till Go-Live

#	ВоМ	Qty	Modification Proposed	Full compliance with RFP
1	Project Manager	1		
2	ICCC Expert	1		
3	Solution Architect	1		

4	Solid Waste	1	
	Management Expert		
5	Security / Surveillance /	1	
	IoTExpert		
6	GIS Expert	1	
7	<additional item="" line=""></additional>	1	
8	<additional item="" line=""></additional>	1	
9	<additional item="" line=""></additional>	1	
10	<additional item="" line=""></additional>		

After Go-Live

ВоМ	Qty	Modification Proposed	Full compliance with RFP
Manpower Required	Lumpsum		

7.9.12 License - Data Centre

ВоМ	Qty	Modification Proposed	Make/Brand	Model Details	Full compliance with RFP
Operating System – Windows	2				
Operating system-Open source	31				
Database	2				
Application Server Software (Jboss)	2				

7.9.13 License – Disaster Recovery

ВоМ	Qty	Modification Proposed	Make/Brand	Model Details	Full compliance with RFP
Operating System –Windows	1				
Operating system-Open source	15				
Database	2				
Application Server Software (Jboss)	1				

7.10 Manufacturers'/Producers' Authorization Form

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

Date:

Τo,

[],

Subject: Manufacturer's Authorization Form

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

Dear Sir,

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

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

We also confirm that our offered product will not be end of life for minimum of 5 years from the date of bidding and the support for such offered product/s will be available for minimum of 5 years from the date of bidding.

Thanking you,	
Yours faithfully,	
(Signature)	
For and on behalf of:	(Name of the OEM)
Authorised Signatory	
Name:	
Designation:	
Place: Date:	

7.11 Anti-Collusion Certificate

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

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for **RFP FOR SELECTION OF LOCAL SYSTEM INTEGRATOR FOR IMPLEMENTATION OF INTEGRATED COMMAND AND CONTROL CENTRE AND SMART ELEMENTS IN SHIVAMOGGA** against the RFP issued by Authority, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

7.12 Details of additional components mentioned as "Others" in the BoQ

The Bidder may provide the additional line items in the proposed Bill of Material (BoM), in addition to the line items mentioned in the financial format in this RFP. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. The bid can be considered non-responsive in the absence of such details. In case, no additional bill of quantity is proposed, the Bidder shall mention Rs.1 (Rupee One) in the respective line item and in which case, the same will not be considered for the purpose of financial evaluation. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance; it can only be upgraded at the time of actual deployment/ installation. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed.

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

7.12.1 Additional Bill of Quantity

Note:

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

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

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

7.13 Tax Format

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

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

7.13.1 Format for Tax

Command and Control Centre

No.	BoM Lime Item	GST Tax %
Α		
A.1	Video Wall Cubes (50")	
A.2	Video Wall Controller with Wall Management System	
В		I
B.1	Multi-Function Laser Printer (City Control Room)	
B.2	Operator Workstations (City Control Room)	
B.3	IP Phones	
B.4	Digital Set top boxes	
B.5	Television Set (Meeting room)	
B.6	Office Desktop	
B7	Display (55")	
С		
C.1	55" LED display to present critical information Display	
C.2	Video Conferencing Unit	
D		
D.1	IP PABX System	
D.2	PRI Modem pair	
Ε		
E.1	LAN and CAT-6 cabling	
E.2	Public Address System	
E.3	PTZ	
E.4	Fixed Dome Cameras with 32 channel NVR	
F		
F.1	DTH Subscription	
F.2	PRI Lines	
G		
G.1	Switches/ Router	

No.	BoM Lime Item	GST Tax %
G.2	Networking/ IT racks	
G.3	MPLS Router	
G.4	Core Switch/ Data Center switch	
Н	Contact Center Operators	
H.1	Contact Center Operators	

ICT Based Solid Waste Management

ВоМ	GST Tax %
GPS Trackers	
SIM Card (per month cost)	
QR codes	
Smart Phones	
Routes + Lifting points + Treatment units + Transfer Stations + Landfill site	
AEBAS Terminals – Tablet with biometric device attached in a frame	
AEBS IRIS scanner to be connected to the tablet	
Mobile connectivity for each terminal per month	
Electronic Weighbridge	
Handheld Device	
Cameras (Fixed)	
Cameras (ANPR)	
RF link + masks	
GSM Connectivity for each month	
Software Licenses & Installation for data CENTRE HOSTING	
Weighing machines including CPU at Primary Waste collection vehicles (1 per truck)	
Installation cost for weigh machines at primary collection vehicles	
Load Sensor 2 ton – 4 vehicles (2 per truck)	
Installation cost for load sensors at secondary collection vehicles	

Variable Messaging System

ВоМ	GST Tax %
VMS board including VMS controller size 3000mm*1500mm*200 mm (minimum) with complete hardware and accessories as required + Mounting structure for VMS including UPS facility as per specifications	
Installation Cost including upgrades and custom configuration	

Intelligent Traffic Management

ВоМ	Component	GST Tax %
1	ANPR Camera	
2	IR Illuminator	
3	Fixed camera	
4	Pole Mounted Control Unit : including AC Power supply and UPS, CPU Sub Module, with all cabling, fittings, earthing, etc	
5	FIELD -PROCESSOR UNIT	
6	6 Mtr Cantilever Pole as per site requirement	
7	Complete cabling and civil works as required	

Signalization

ВоМ	Component	GST Tax %
1	Signalization (3 arm Junctions)	
2	Signalization (4 arm junctions)	
3	Signalization (5 arm junctions)	
4	Signal Controllers (3 arm junctions)	
5	Signal Controllers (4 arm junctions)	
6	Pole Mounted Control Unit : including AC Power supply and UPS, CPU Sub Module, with all cabling, fittings, earthing, etc	
7	Complete cabling and civil works as required	

Smart Parking Management System

ВоМ	GST Tax %
Handheld Parking Ticketing Machine	
Entry exit barrier	
Controllers	
Car wheel lock	
Networking cost (passive components)	
Network Cost	
Installation & Labor cost	
Misc	

Intelligent Public Transport System

ВоМ	GST Tax %
GSM connectivity for each month (PIS)	
Passenger Information System (including the controller & casing cost)	

Surveillance System

ВоМ	GST Tax %
AS-IS O&M (Man power cost)	
Cost to setup Firewall, switches +AAA+Router upgrade	
Cost to setup ring network	
WLC+ Access Points	
Deploy 12 Core fibre UG in ABD area + current 6 core to UG	

ICT components on poles

S. No.	Component		
	Smart Poles	GST Tax %	
1	Digital Bill board -2 / Bus Shelter one on Either Side (10 Smart bus shelters)		
2	Environmental Sensors		
3	Installation Cost		

Smart Water Meters

S. No.	Component	GST Tax %
	Smart Water	
1	1000 mm dia bulk flow meters	
2	650 mm dia	
3	550 mm dia	
4	500 mm dia	
5	150 mm dia	
6	200 mm dia	
7	200 mm dia	
8	150 mm dia	
9	500 mm dia	
	Sensors at WTP	
1	Turbidity measurement	
2	рН	
3	Chlorine Content	
4	Installation Cost	

One time Services

No	Lime Item	GST Tax %
•		
1	Integration of ICCC with Street Lighting	
2.	Integration of ICCC with Smart Water Meters	
3.	Integration of ICCC with Smart Parking	
4.	Integration of ICCC with KSRTC VTMS	
5.	Integration of ICCC with Intelligent Traffic Management System (ITMS)	
6.	Integration of ICCC with City Surveillance System	
7.	Integration of ICCC with Fire, Emergency Response & Disaster Management	
8.	Integration of ICCC with GIS	
9.	Integration of ICCC with Solid Waste Management	
10.	Integration of ICCC with e-Governance Applications & City Wide App	
11.	Integration of ICCC with ICT components at Poles	

Manpower

1) Till Go-Live

#	Resource	GST Tax %
1	Project Manager	
2	ICCC Expert	
3	Solution Architect	
4	Solid Waste Management Expert	

Volume I – Instructions to Bidders

5	Security / Surveillance / IoTExpert
6	GIS Expert
7	<additional item="" line=""></additional>
8	<additional item="" line=""></additional>
9	<additional item="" line=""></additional>
10	<additional item="" line=""></additional>

2) O&M Phase

ВоМ	GST Tax %
Manpower Required	

License Data Centre

ВоМ	GST Tax %
Operating System – Windows	
Operating system-Open source	
Database	
Application Server Software (Jboss)	

License Disaster recovery

ВоМ	GST Tax %
Operating System – Windows	
Operating system-Open source	
Database	
Application Server Software (Jboss)	

Additional Line Items

ВоМ	GST Tax %
<additional item="" line=""></additional>	

8 Annexure 4 – Formats for Submission of the Commercial Bid

8.1 Summary

- a. Bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "1" (One) in all such fields.
- b. Bidder should quote his price for each of the line item in the e-procurement portal.
 - In the e-procurement portal, Bidder should enter the Unit Rate, excluding tax, for that particular line item.
- c. All the prices against each Line Items must be exclusive of any Taxes and are to be entered in Indian Rupees ONLY (% values are not allowed) in the e-procurement portal
- d. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable in the separate annexure 7.13 with Technical Bid. However, Authority shall consider Grand Total (Capex Price + Opex Price with NPV) exclusive of applicable taxes etc. for evaluation purpose and arriving at L1 price.
- e. Authority reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.

8.2 Price component for CAPEX (as available in e-Procurement portal):

8.2.1 Command and Control Centre

No.	Lime Item	Quantity Proposed	Unit base price (In INR)	Total Cost
1	2	3	4	5 = 3 * 4
А			- -	
A.1	Video Wall Cubes (50")	10		
A.2	Video Wall Controller with Wall Management System	1		
В				
B.1	Multi-Function Laser Printer	2		
	(City Control Room)			
B.2	Operator Workstations (City	16		
	Control Room)			
B.3	IP Phones	25		
B.4	Digital Set top boxes	1		
B.5	Television Set (Meeting room)	1		
B.6	Office Desktop	5		
B7	Display (55")	1		
С				
C.1	55" LED display to present critical information Display	2		
C.2	Video Conferencing unit	1		
D				
D.1	IP PABX System	1		
D.2	PRI Modem pair	2		

E			
E.1	LAN and CAT-6 cabling	1	
E.2	Public Address System	1	
E.3	PTZ cameras	3	
E.4	Fixed Dome Cameras with 32 channel NVR	6	
F			
F.1	DTH Subscription	1	
F.2	PRI Lines	1	
G			
G.1	Switches/ Router	2	
G.2	Networking/ IT racks	2	
G.3	MPLS Router	2	
G.4	Core switch/ Data Center switch	2	
Н	Contact Center Operators		
H.1	Contact Center Operators	7	

8.2.2 ICT Based Solid Waste Management

SI	Lime Item	Qty	Unit base price (In INR)	Total Cost
1	2	3	4	5 = 3 * 4
1	GPS Trackers	87		
2	SIM Card (per month cost)	87		
3	QR codes	84397		
4	Smart Phones	50		
5	Routes + Lifting points + Treatment units + Tranfer Stations + Landfill site	50		
6	AEBAS Terminals – Tablet with biometric device attached in a frame	15		
7	AEBS IRIS scanner to be connected to the tablet	5		
8	Mobile connectivity for each terminal per month	15		
9	Electronic Weighbridge	1		
10	Handheld Device	1		
11	Cameras (Fixed)	5		
12	Cameras (ANPR)	1		

13	RF link + masks	2	
14	GSM Connectivity for each month	1	
15	Software Licenses & Installation for data CENTRE HOSTING	1	
16	Weighing machines including CPU at Primary Waste collection vehicles (1 per truck)	9	
17	Installation cost for weigh machines at primary collection vehicles		
18	Load Sensor 2 ton – 4 vehicles (2 per truck)	4	
19	Installation cost for load sensors at secondary collection vehicles		

8.2.3 Variable Messaging System

No.	Lime Item	Quantity Proposed	Unit base price (In INR)	Total Cost
1	2	3	4	5 = 3 * 4
1	VMS board including VMS controller size 3000mm*1500mm*200 mm (minimum) with complete hardware and accessories as required + Mounting structure for VMS including UPS facility as per specifications	2		
2	Installation Cost including upgrades and custom configuration	Lumpsum		

8.2.4 Intelligent Traffic Management System

ANPR at city entry exit points

N o.	Lime Item	Qty	Unit base price (INR)	Total Cost
1	2	4	5 = 3 * 4	6
1	ANPR Camera	18		
2	IR Illuminator	18		
3	Fixed camera	18		
4	Pole Mounted Control Unit : including AC Power supply and UPS, CPU Sub Module, with all cabling, fittings, earthing , etc	9		
5	FIELD -PROCESSOR UNIT	9		
6	6 Mtr Cantilever Pole as per site requirement	9		
7	Complete cabling and civil works as required	Lum psu m		

Signalization

No.	Lime Item	Qty	Unit base price (INR)	Total Cost
1	2	4	5 = 3 * 4	6
1	Signalization (3 arm Junctions)	3		
2	Signalization (4 arm junctions)	2		
3	Signalization (5 arm junctions)	1		
4	Signal Controllers (3 arm junctions)	2		
5	Signal Controllers (4 arm junctions)	4		
6	Pole Mounted Control Unit : including AC Power supply and UPS, CPU Sub Module, with all cabling, fittings, earthing , etc	12		
7	Complete cabling and civil works as required	Lump sum		

8.2.5 Smart Parking System

No.	Lime Item	Quantity Proposed	Unit base price (In INR)	Total Cost
1	2	3	4	5 = 3 * 4
1	Handheld Parking Ticketing Machine	59		
2	Entry exit barrier	26		
3	Controllers	13		
4	Car wheel lock	5		
5	Networking cost (passive components)	Lumpsum		
6	Network Cost	24		
7	Installation & Labor cost	Lumpsum		
8	Misc	Lumpsum		

8.2.6 Intelligent Public Transport System

No.	Lime Item	Quantity Proposed	Unit base price (In INR)	Total Cost
1	2	3	4	5 = 3 * 4
	GSM connectivity for each month (PIS)	40		
	Passenger Information System (including the controller & casing cost)	40		

8.2.7 Surveillance

No.	Lime Item	Quantity Proposed	Unit base price (In INR)	Total Cost
1	2	3	4	5 = 3 * 4
1	AS-IS O&M (Man power cost)	5 resources for O&M		
2	Cost to setup Firewall, switches +AAA+Router upgrade	Firewall 2 Units, AAA one unit, Network rack,		
3	Cost to setup ring network	Ma power rate + OFC cost (estimated to be 70 Kms)		
4	WLC+ Access Points	20 Access points + two WLC		
5	Deploy 12 Core fibre UG in ABD area + current 6 core to UG	35 Kms of OFC + man power rate for moving OFC to UG		

8.2.8 ICT components at poles

No.	Lime Item	Quantity Proposed	Unit base price (In INR)	Total Cost
1	2	3	4	5 = 3 * 4
1	Digital Bill board -2 / Bus Shllter one on Either Side (10 Smart bus shelters)	21		
2	Environmental Sensors	5		
3	Installation cost	Lumpsum		

8.2.9 Smart Meters

No.	Lime Item	Quantity Proposed	Unit base price (INR)	TotalCost
1	2	3	4	5 = 3 * 4
	Smart Water			

			LLLIVILINTS IN STITVAIVIOGGA	
1	1000 mm dia bulk	1		
	flow meters			
2	650 mm dia	1		
3	550 mm dia	2		
4	500 mm dia	1		
5	150 mm dia	1		
6	200 mm dia	1		
7	200 mm dia	1		
8	150 mm dia	2		
9	500 mm dia	1		
	Sensors at WTP			
1	Turbidity			
	measurement	2		
2	рН			
		2		
3	Chlorine Content			
		2		
4	Installation Cost	Lumpsum		

8.2.10 One Time Services integration at ICCC

No.	Lime Item	Unit of Measu remen t	Quantity Proposed	Unit base price (INR)	Total Cost
1	2		3	4	5 = 3 * 4
1.	Integration of ICCC with Street Lighting	Lump Sum	1		
2.	Integration of ICCC with Smart Water Meters	Lump Sum	1		
3.	Integration of ICCC with Smart Parking	Lump Sum	1		
4.	Integration of ICCC with KSRTC VTMS	Lump Sum	1		
5.	Integration of ICCC with Intelligent Traffic Management System (ITMS)	Lump Sum	1		
6.	Integration of ICCC with City Surveillance System	Lump Sum	1		
7.	Integration of ICCC with Fire, Emergency Response	Lump Sum	1		

	&Disaster			
	Management			
8.	Integration of	Lump	1	
	ICCC with GIS	Sum		
9.	Integration of	Lump	1	
	ICCC with Solid	Sum		
	Waste			
	Management			
10.	Integration of	Lump	1	
	ICCC with e-	Sum		
	Governance			
	Applications &			
	City Wide App			
11.	Integration of	Lump	1	
	ICCC with ICT	sum		
	components at			
	Poles			

8.2.11 License – Data Centre

No.	Lime Item	Quantity Proposed	Unit base price (INR)	Total Cost
1	2	3	4	5 = 3 * 4
1.	Operating System –Windows	2		
2.	Operating system-Open source	31		
3.	Database	2		
4.	Application Server Software (Jboss)	2		

8.2.12 License – Disaster Recovery

No.	Lime Item	Quantity Proposed	Unit base price (INR)	Total Cost
1	2	3	4	5 = 3 * 4
1.	Operating System –Windows	1		
2.	Operating system-Open source	15		
3.	Database	2		
4.	Application Server Software (Jboss)	1		

.

8.3 Price component for OPEX:

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

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

8.3.1 Technical & Operational Manpower

Till Go-Live

#	Resource	Qty	Ye	ar 1	Yea	ar 2	Ye	ar 3	Ye	ar 4	Yea	ar 5
			Unit rate	Total Cost								
1	Project Manager	1										
2	ICCC Expert	1										
3	Solution Architect	1										
4	Solid Waste Management Expert	1										
5	Security / Surveillance Expert/ IoT	1										
6	GIS Expert	1										
7	<additional item="" line=""></additional>	1										
8	<additional item="" line=""></additional>	1										
9	<additional item="" line=""></additional>	1										
10	<additional item="" line=""></additional>											

After Go Live

#	Resource	Qty	Ye	Year 1		ar 2	Ye	ar 3	Ye	ar 4	Yea	ar 5
			Unit rate	Total Cost	Unit rate		Unit rate		Unit rate	Total Cost	Unit rate	Total Cost
1	Resource Cost	Lumpsum										

8.3.2 Command and Control Centre

No.	Lime Item		Qty	Year 1		Year 2		Year 3		Year 4		Year 5	
				Unit	Total								
A		Video Wall Syste		rate	Cost								
		-											
A.1	Video Wall Cub	es (50")	10										
A.2	Video Wall Con Management Sy	troller with Wall /stem	1										
В		Hardware for IC	CC										
B.1	Multi-Function	Laser Printer	2										
	(City Control Ro	om)											
B.2	Operator Works	stations (City	16										
	Control Room)												
B.3	IP Phones		25										
B.4	Digital Set top b	oxes	1										
B.5	Television Set (I	Meeting room)	1										
B.6	Office Desktop		5										
B7	Display (55")		1										
С		Situation Room											
C.1	55" LED display	to present	2										

	critical informat	tion Display							
C.2	Video Conferen	cing Unit	1						
D		IP PBX System fo	or ICCC		•	•			
D.1	IP PABX System	·	1						
D.2	PRI Modem pair	r	2						
E		Building Utilities	for ICCC		1	1		1	
E.1	LAN and CAT-6	cabling	1						
E.2	Public Address	System	1						
E.3	PTZ		3						
E.4	Fixed Dome Car channel NVR	neras with 32	6						
F		Services for ICCO	2						
F.1	DTH Subscriptio	n	1						
F.2	PRI Lines		1						
G		Network & Secu	rity						
G.1	Switches/ Rout	er	2						
G.2	Networking/ IT	racks	2						
G.3	MPLS Router		2						
G.4	Core switch/ Da switch	ta Center	2						
Н	Contact Center	Operators							
H.1	Contact Center	Operators	7						

8.3.3 ICT Based Solid Waste Management

Lime Item	Qty			Year 2		Year	3	Year	4	Year 5	;
		Unit rate	Total Cost								
GPS Trackers	87										
SIM Card (per month cost)	87										
QR codes	84397										
Smart Phones	50										
Routes + Lifting points + Treatment units + Tranfer Stations + Landfill site	50										
AEBAS Terminals - Tablet with biometric device attached in a frame	15										
AEBS IRIS scanner to be connected to the tablet	5										
Mobile connectivity for each terminal per month	15										
Electronic Weighbridge	1										
Handheld Device	1										
Cameras (Fixed)	5										
Cameras (ANPR)	1										
RF link + masks	2										
GSM Connectivity for each month	1										
Software License & Installation for data CENTRE HOSTING	1										

Weighing machines including CPU at Primary Waste collection vehicles (1 per truck)	9					
Installation cost for weigh machines at primary collection vehicles						
Load Sensor 2 ton – 4 vehicles (2 per truck)	4					
Installation cost for load sensors at secondary collection vehicles						

8.3.4 Variable Messaging System

Lime Item	Quantity Proposed	Year 1		Year 2		Year	3	Year	4	Year !	5
		Unit rate	Total Cost								
VMS board including VMS controller size 3000mm*1500mm*200 mm (minimum) with complete hardware and accessories as required + Mounting structure for VMS including UPS facility as per specifications	2										
Installation Cost including upgrades and custom configuration	Lumpsum										

8.3.5 Intelligent Traffic Management System

ANPR at city entry exit points

No.	Lime Item	QTY	Year 1		Ye	ar 2	Yea	ar 3	Ye	ar 4	Ye	ar 5
			Unit rate	Total Cost								
1	ANPR Camera	18										
2	IR Illuminator	18										
3	Fixed camera	18										
4	Pole Mounted Control Unit : including AC Power supply and UPS, CPU Sub Module, with all cabling, fittings, earthing, etc	9										
5	FIELD -PROCESSOR UNIT	9										
6	6 Mtr Cantelever Pole as per site requirement	9										
7	Complete cabling and civil works as required	Lumpsum										

Signalization

No.	Lime Item	QTY	Year 1	Year 2	Year 3	Year 4	Year 5	Total (Exclusive of all taxes)	All taxes, levies, duties etc. as applicable (INR) (Per Unit)	Total Price including All taxes, levies, duties, etc.as applicable (INR)
1	Signalization (3 arm Junctions)	3								
2	Signalization (4 arm junctions)	2								
3	Signalization (5 arm junctions)	1								
4	Signal Controllers (3 arm junctions)	2								
5	Signal Controllers (4 arm junctions)	4								
6	Pole Mounted Control Unit : including AC Power supply and UPS, CPU Sub Module, with all cabling, fittings, earthing, etc	12								
7	Complete cabling and civil works as required	Lumpsum								

8.3.6 Smart Parking System

Line Item	QTY	Year 1		Year 2		Year	3	Year	4	Year	5
		Unit rate	Total Cost								
Handheld Parking Ticketing Machine	59										
Entry exit barrier	26										
Controllers	13										
Car wheel lock	5										
Networking cost (passive components)	lumpsum										
Network Cost	24										
Installation & Labor cost	lumpsum										
Misc	Lumpsum										

8.3.7 Intelligent Public Transport System

Lime Item	QTY	Year 1		Year 2		Year	3	Year	1	Year 5	I
		Unit rate	Total Cost								
GSM connectivity for each month (PIS)	40										
Passenger Information System (including the controller & casing cost)	40										

8.3.8 Surveillance

Lime Item	Qty	Year 1		Year 2		Year	3	Year 4	1	Year	5
		Unit rate	Total Cost								
AS-IS O&M (Man power cost)	5 resources for O&M										
Cost to setup Firewall, switches +AAA+Router upgrade	Firewall 2 Units, AAA one unit, Network rack,										

Cost to setup ring network	Ma power rate + OFC cost (estimated to be 70 Kms)					
WLC+ Access Points	20 Access points + two WLC					
Deploy 12 Core fibre UG in ABD area + current 6 core to UG	35 Kms of OFC + man power rate for moving OFC to UG					

8.3.9 ICT components at poles

No.	Lime Item	Qty	Yea	ar 1	Ye	ar 2	Ye	ar 3	Ye	ar 4	Ye	ar 5
			Unit	Total								
			rate	Cost								
	Smart Poles											
1	Digital Bill board -2 / Bus Shelter one on Either Side (10 Smart bus shelters)	21										
2	Environmental Sensors	5										
3	Installation Cost	Lumpsum										

8.3.10 Smart Meters

No.	Lime Item	Qty	Yea	ar 1	Ye	ar 2	Ye	ar 3	Yea	ar 4	Yea	ar 5
			Unit rate	Total Cost								
	Smart Water											
1	1000 mm dia bulk flow meters	1										
2	650 mm dia	1										
3	550 mm dia	2										
4	500 mm dia	1										
5	150 mm dia	1										
6	200 mm dia	1										
7	200 mm dia	1										
8	150 mm dia	2										
9	500 mm dia	1										
	Sensors at WTP											
1	Turbidity measurement	2										
2	рН	2										
3	Chlorine Content	2										
4	Installation Cost	LumpSum										

8.3.11 License – Data Centre

Ν	0.	Lime Item	Qty	Ye	ar 1	Ye	ar 2	Ye	ar 3	Ye	ar 4	Ye	ar 5
				Unit	Total								
				rate	Cost								
	1	Operating System –Windows	2										
	2	Operating system-Open	31										
		source											

3	Database	2					
4	Application Server Software (Jboss)	2					

8.3.12 License – Disaster Recovery

No.	Lime Item	Qty	Ye	ar 1	Yea	ar 2	Yea	ar 3	Ye	ar 4	Yea	ar 5
			Unit rate	Total Cost								
1	Operating System – Windows	1										
2	Operating system-Open source	15										
3	Database	2										
4	Application Server Software (Jboss)	1										

9 Annexure 5 (a) – Performance Bank Guarantee

Ref:

Date _____

Bank Guarantee No. _____

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

Whereas, <<name of the supplier and address>> (hereinafter called "the Local System Integrator") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Shivamogga Smart City Limited(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 Local 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 condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date	
Place	Signature
Witness	Printed name

(Bank's common seal)

10 Annexure 5 (b) – Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called 'the Local 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.

NOTHWITHSTANDING 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 condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank

Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

11 Annexure 6 – Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _	, having our principal
place of business or registered office at	, are desirous of bidding for RFP No. <<>>
dated < <dd-mm-2015>> "RFP for selection</dd-mm-2015>	of Local System Integrator for implementation of Integrated
Command and Control Centre and Smart I	Elements in Shivamogga" (hereinafter called the said 'RFP')to
the "Shivamogga Smart City Limited", herei	nafter referred to as 'Authority'

And,

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

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

It is hereby agreed as under:

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

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

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such

Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
- 4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

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

- 5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
- 6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to theAuthority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
- 7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of

sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.

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

For and on behalf of:

(BIDDER)

Authorised Signatory
Name:
Designation:

Office Seal: Place: Date :

12 Annexure 7 - Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

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

This Memorandum of Understanding (MoU) entered into this day of [*Date*] [*Month*] 2015 at [*Place*] among ______ (hereinafter referred to as "_____") and having office at [*Address*], India, as Party of the First Part and ______ (hereinafter referred as "_____") and having office at [*Address*], as Party of the Second Part and ______ (hereinafter referred as "_____") and having office at [*Address*], as Party of the Second Part and ______ (hereinafter at [*Address*], as Party of the Second Part and _______ (hereinafter at [*Address*], as Party of the Second Part and ______ (hereinafter at [*Address*], as Party of the Third Part.

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

WHEREAS Shivamogga Smart City Limitedhas issued a Request for Proposal dated [*Date*] (RFP) from the Applicants interested in Request for Proposal for Selection of Local System Integrator for Implementation of ShivamoggaSmart City Solution for Authority:

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 "RFP for selection of Local System Integrator for implementation of Integrated Command and Control Centre and Smart Elements in Shivamogga" 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 Local System Integrator for Implementation of Shivamogga Smart City Solution" for andrelated execution works to be performed pursuant to the Contract 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 Contract.
- iv. ------ (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
 - a. To ensure the technical, commercial and administrative co-ordination of the work package
 - b. To lead the contract negotiations of the work package with the Authority.

- c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A:	
Party B:	
Party C:	
Party C: _ Party D: _ Party E: _	
Party E:	

- 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 Karnataka Stateshall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

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

Witness:

i. _____ ____ ii. _____

13 Annexure 8 - Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

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

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

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

(Add in the case of a Consortium)

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

Dated this the _____ day of _____ 2015

(Signature and Name of authorized signatory)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

14 Annexure 9 - Format for Power of Attorney for Lead bidder of Consortium

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

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

Whereas, the Members of the Consortium comprising of M/s._____, M/s.____, 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 Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

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

Dated this the _____ day of _____ 2015

(Signature)

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

Witness 1

Witness 2

Notes:

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

15 Annexure 10: Format of Agreement between Bidder and their parent company / subsidiary / Sister Concern Company (As the case may be)

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

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

Shivamogga Smart City Limited (hereinafter referred to as SSCL) 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 SSCL for the full scope of work as envisaged in the tender document as a main bidder and liaise with SSCL 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.

3. This agreement will remain valid till validity of bidder's offer to SSCL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by SSCL to the bidder.

4. 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 severely responsible to SSCL for satisfactory execution of the contract.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by SSCL.

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

For and on behalf of	_(Bidder)	For (Paren	and nt/subsic	on liary/si	behalf ster conce	of rn com	ipany)
Signature: Name:		Signat	ure:				

Designation:	Name:	
	Designation:	
Witness 1:		
	Witness 1:	
Signature:		
Full name:	Signature:	
Address:	Full name:	
	Address:	
Witness 2:		
	Witness 2:	
Signature:		
Full name:	Signature:	
Address:	Full name:	
	Address:	

16 Annexure 11: 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

Shivamogga Smart City Limited, a statutory body under _______, having its Registered Office at ______, hereinafter called "SSCL" 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

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 SSCL, submitted their bid number to SSCL 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 SSCL at any stage.

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.

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.

Accordingly, at the request of the Company and in consideration of and as a requirement for SSCL 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 SSCL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to SSCL and duly perform the obligations of the Company to the satisfaction of SSCL.

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 SSCL.

4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and SSCL. 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 Shivamogga, Karnataka.

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 SSCL 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 notarised.

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"