



REQUEST FOR PROPOSAL

For

Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC), CCTV Surveillance, Smart Traffic Solution and Integration of various ICT components with Unified City Operations Platform (UCOP)

VOL -I – INSTRUCTION TO BIDDERS

AT FARIDABAD CITY

UNDER

SMART CITY MISSION (SCM) FOR FARIDABAD CITY (HARYANA, INDIA)

Ref No: FSCL/2017/301

Issued on 29/12/2017

DNIT Amount: 115.00 Cr.

Employer: Faridabad Smart City Limited

BK Chowk, NIT Faridabad,

Haryana. 121001.

Ph. 01292410086

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The issue of this RFP document does not imply that the FSCL is bound to select an Applicant or to appoint the selected Applicant or SI, as the case may be, for the Project and the FSCL reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the FSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the FSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

OFFICE OF THE FARIDABAD SMART CITY LIMITED

No. FSCL/2017/301

DATED: 29/12/2017

E-Tender Notice

Faridabad Smart City Limited (FSCL) invites online tenders for the work mentioned below:-

S No.	T. No.	Name of Work	Estimated Cost of Works	EMD to be deposited by bidder (INR.)	Tender Document Fee Plus Service Fee in INR	Bid Release time and Date	Last date for online Submission of bids	Tender Open Date
1	68346	Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC), CCTV Surveillance, Smart Traffic Solution and Integration of various ICT components with Unified City Operations Platform (UCOP)	115 Crores	2.3 Crores	20,000	29/12/17 @17:30 hrs.	07/ 02/2018 @17:30 hrs.	13/02/2018 @11:30Hrs

1. Tender will be opened on 13 / 02/2018 @11:00 Hrs.
2. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
3. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
4. For any other queries, please contact Deputy General Manager, Faridabad Smart City Ltd., Faridabad phone no. 91-129-2410086. For further details and e-tendering schedule, visit website <https://haryanaeprocurement.gov.in/>
5. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Section 1. Letter of Invitation-“General Terms and Conditions for e tendering.”

Deputy General Manager
Faridabad Smart City Limited
Faridabad

Important Dates

No.	Activity	Deadline
1	Release of RFP	29/12/2017@ 17.30hrs
2	Pre-bid Meeting date	11/01/2018 @12.00hrs
3	Last date of receipt of queries on RFP	17/01/2018@17.30hrs
4	Last date for submission of online Bids	07/02/2018@17.30hrs
5	Last date for physical document submission at FSCL	12/02/2018@16.00hrs
6	Date of opening of technical bids	13/02/2018@11.30hrs
7	Date of opening of Commercial bids	Will intimated later

Acronyms/ Definitions

Acronyms

Term	Meaning
#	Serial Number
ANPR	Automatic Number Plate Recognition
AP	Access Point
API	Application Program Interface
ATCS	Adaptive Traffic Control System
BEC	Bid Evaluation Committee
BG	Bank Guarantee
BOM	Bill of Material
BOQ	Bill of Quantity
BP	Building Plan
BSF	Bid Security Form
CCC	Command and Control Centre
CC	Capital Cost (CC1-Capital Cost 1, CC2 – Capital Cost 2)
CCTNS	Crime and Criminal Tracking Network and System
CCTV	Closed Circuit Television
CEO	Chief Executive Officer
CMMI	Capability Maturity Model Integration
COTS	Commercial Off-The-Shelf
CP	Commissioner of Police
CSP	Cloud Service Provider
DC	Data Centre
DD	Demand Draft
DIT	Department of Information Technology
DoT	Department of Telecom
DR	Disaster Recovery
ECB	Emergency Call Box
EMD	Ernest Money Deposit
ERP	Enterprise Resource Planning
FRS	Functional Requirements Specifications
FTTH	Fiber to the Home
GIS	Geographical Information Systems
GoH	Government of Haryana
GoI	Government of India
GPRS	General packet radio service
GPS	Global Positioning System
GRE	Generic Routing Encapsulation
GRP	Glass-reinforced plastic
GSM	Global System for Mobile
GUI	Graphical User Interface
HARTRON	Haryana State Electronics Development Corporation Limited (A State Government Undertaking)
HDD	Horizontal Directional Drilling
HDD	Hard Disk Drive
HDPE	High Density Polyethylene
HOD	Head of Department
HPSV	High Power Sodium Vapor
HTML	Hyper Text Mark-up Language

Term	Meaning
HTTP	Hyper Text Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
HUDA	Haryana Urban Development Authority
HVAC	Heating, Ventilation and Cooling
Hz	Hertz
I/O	Input/output
IBMS	Intelligent Building Monitoring System
ICMP	Internet Control Message Protocol
ICT	Information and Communication Technology
IEC	International Electro-technical Commission
IEEE	Institute of Electrical and Electronics Engineers
IETF	Internet Engineering Task Force
IGMP	Internet Group Management Protocol
IKE	Internet Key Exchange
IMAP	Internet Message Access Protocol
INR	Indian Rupee
iOS	iPhone Operating System
IoT	Internet of Things
IP	International (or Ingress) Protection
iPole	Intelligent Pole
IPS	Internet Provider Security
IPSEC	Internet Protocol Security
IPv6	Internet Protocol version 6
IR	Infrared
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IEC	International Electro technical Commission
ISP	Internet Service Provider
IST	Indian Standard Time
IT	Information Technology
ITIL	Information Technology Infrastructure Library
KPI	Key Performance Indicator
KPIs	Key Performance Indicators
KVM	Keyboard Video Mouse
KW	Kilowatt
LACP	Link Aggregation Control Protocol
LAN	Local Area Network
LCD	Liquid Crystal Display
LDP	Label Distribution Protocol
LED	Light-emitting diode
LLDP	Link Layer Discovery Protocol
LOI	Letter of Intent
LUN	Logical Unit Number
MAC	Media Access Control
MAF	Manufacturer's Authorization Form
MCB	Miniature Circuit Breaker
FSCL	Faridabad Smart City Limited
MeitY	Ministry of Electronics and Information Technology
MFP	Multi-Functional Printer
MFZ	Motorized Focal Zoom

Term	Meaning
MIMO	Multiple Input Multiple Output
MIS	Management Information System
MITM	Man in the Middle
MLD	Multicast Listen Discovery
MOS	Mean Opinion Score
MP	Mega Pixel
MP-BGP	Multiprotocol BGP
MPLS	Multi-Protocol Label Switching
MPLS EXP	MPLS Experimental
MSI	Master System Integrator
NAS	Network Attached Storage
NAT	Network Address Translation
NDPP	Network Device Protection Profile
NEMA	National Electrical Manufacturers Association
NFC	Near Field Communication
NHAI	National Highways Authority of India
NIT	Notice Inviting Tender
NOC	Network Operation Center
NPV	Net Present Value
NSMS	Network and Security Management Solution
O&M	Operation & Maintenance
ODBC	Open Database Connectivity
ODF	Open Document Format+B95
ODF	Open Document Format
OEM	Original Equipment Manufacturer
OFC	Optical Fiber Cable
OFC	Optical Fiber Network
ONVIF	Open Network Video Interface Forum
OPEX	Operational Expenditure
OSPF	Open Shortest Path First
OTP	One Time Password
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PIC	Peripheral Interface Controllers
PMGS	Parking Management and Guidance System
PoA	Power of Attorney
PoC	Proof of Concept
PoC	Proof of Scope
PoE	Power over Ethernet
POP	Point of Presence
PoS	Point of Sale
PPP	Public Private Partnership
PQ	Pre-Qualification
Procuring Entity	Faridabad Smart City Ltd (FSCL)
PSU	Public Sector Undertaking
PTZ	Pan Tilt Zoom
PV	Present Value
PVC	Polyvinyl chloride
QoS	Quality of Service

Term	Meaning
RADIUS	Remote Authentication Dial In User Service
RDBMS	Relational Database Management System
REST	Representational State Transfer
RF	Radio Frequency
RFID	Radio-frequency identification
RFP	Request for Proposal
RIP	Routing Information Protocol
RLVD	Red Light Violation Detection
RMS	Remote Monitoring Station
RPF	Reverse Path Forwarding
RR	Route Reflector
RS	Recommended Standards as per Electronics Industry Association (EIA)
RSS	Rich Site Summary
RSS	Really Simple Syndication
RSSI	Received Signal Strength Indication
RSVP	Resource Reservation Protocol
RSVP-TE	RSVP-Traffic Engineering
RTF	Rich Text Format
RTI	Right to Information
RV	Revenue (RV1-Revenue from 1, RV2-Revenue from 2)
SAN	Storage Area Network
SD	Secure Digital
SDEE	Security Device Event Exchange
SHA	Secure Hash Algorithm
SLA	Service Level Agreement
SMD	Surface Mounted Device
SMS	Short Message Service
SNMP	Simple Network Management Protocol
SNMS	Simple Network Management System
SOAP	Simple Object Access Protocol
SoP	Standard Operating Procedure
SoR	Schedule of Rates
SoS	Save our Soul
SoW	Scope of Work
SPV	Special Purpose Vehicle
SRS	Software Requirement Specifications
SSH	Secure Shell
SSID	Service Set Identifier
SSL	Secure Sockets Layer
SSM	Source Specific Multicast
STQC	Standardization Testing and Quality Certification
SVG	Scalable Vector Graphics
TACACS	Terminal Access Control System
TCP	Transmission Control Protocol
TDS	Tax Deducted at Source
THD	Total Harmonic Distortion
TQ	Technical Qualification
TRAI	Telecom Regulatory Authority of India
TRV	Total Revenue
UAT	User Acceptance Test

Term	Meaning
UAT	User Acceptance Testing
UCOP	Unified City Operation Platform
UDDI	Universal Description Discovery and Integration
UDP	User Datagram Protocol
URI	Uniform Resource Identifier
URN	Uniform Resource Name
USB	Universal Serial Bus
VAT	Value Added Tax
VDC	Volts of direct current
VLAN	Virtual Local Area Network
VLANs	Virtual Local Area Network
VM	Virtual Machine
VMS	Video Management System
VMS	Video Monitoring Management System
VMS	Video Monitoring System
VoIP	Voice over Internet Protocol
VPN	Virtual Private Network
W3C	World Wide Web Consortium
WAN	Wide Area Network
WCAG	Web Content Accessibility Guidelines
Wi-Fi	Wireless Fidelity
WLAN	Wireless Local Area Network
WRED	Weighted Random Early Detection
WSDL	Web Services Description Language
WSDL	Web Service Definition Language
WSP	Wireless Service Provider
WSRP	Web Services for Remote Portlets
XHTML	Extensible Hyper Text Mark-up Language
XML	Extensible Mark-up Language
XMLD Sig	XML Signature
XPath	XML Path Language
XSLT	Extensible Stylesheet Language Transformations

Definitions

Term	Definition
All Red	A condition when only red aspects are displayed. The All Red is executed when an abrupt signal change is required (e.g. power up, flash-to-signal, manual-to-auto, hurry call-to-auto, etc.).
Amber time	Duration of the amber display for a phase or a movement
ATCS	Adaptive Traffic Control Systems are traffic responsive systems that use data from vehicle detectors and optimize traffic signal settings in an area to reduce vehicle delays and stops.
Cable less linking facility	A method of linking traffic signals along a corridor and / or in an area using timing information derived from their master time clock systems.
Central computer	A computer system that is connected to all traffic signal controllers under the ATCS through the communication network. The network control software runs at the Central Computer
Clearance amber	Clearance Amber is the warning signal to traffic streams approaching the Stop Line, commenced at the change of a right of way.
Communication Network	A wired or wireless facility used to send and receive data between the
	Central Computer and the Traffic Signal Controller
CAMC	Comprehensive Annual Maintenance Contract
Conflict plan	Any competing phases that are not allowed simultaneously are defined as conflicting phases. The Conflict plan is a listing of all conflicting groups.
Corridor	An arterial road with several intersections
Cycle plan	Each signal switching schemes make a Cycle Plan. Change of a stage switching sequence or stage timings define a new cycle plan.
Cycle	Cycle is the total time period required for one complete sequence of signal switching scheme, in which all stages are given some fixed order.
Day plan	Day Plan is the distribution of cycle plans for a particular day.
Decision support	Reports, Graphs, Traffic Simulator interface
Filter green	The Filter Green provides signal for the turning traffic. When linked with a vehicle phase the termination of filter green is blackout, otherwise it flash for few seconds (equivalent to clearance amber time) before termination.
Fixed time operation	None of the stages are pre-empted
Full ATCS	The signal controllers shall accept stage timings from the ATCS application and report back the operational parameters to the central server
Full VA cycle	Vehicle Actuated operation of signal controller with fixed cycle length
Full VA	Pre-emption enabled for all the stages
GPS (global positioning system)	A satellite-based radio navigation system developed and operated by the U.S. Department of Defence (DOD). GPS permits users to determine time, date and day of week 24 hours a day, in all weather, anywhere in the world with a precision and accuracy.
Green running period	Split time utilized for the Stage
Green wave	A scheme that give right-of-way progressively at all intersections in a corridor
Hurry call	The Hurry Call mode will provide the means to force the controller to a defined stage, without violating safety clearances.
Indicative green	The Indicative Green is a continuously flashing signal/steady signal, which provides signal for the free left turning traffic. The termination of indicative green is always blackout.
Inter green	This is the time period between the end of the green signal for one stage and the beginning of the green signal for the following stage.

Term	Definition
Implementation Agency	The successful bidder i.e. MSI
Loop	The sensor element of a vehicle detector
Maximum green period	Maximum Green period is the maximum time period for which a green light can be in the ON state in a particular stage.
Minimum green period	This facility ensures that a phase loses right of way only after a minimum time period has elapsed. This minimum time is defined as Minimum Green Period. It will not be possible to terminate prematurely the minimum green period.
Network control software	ATCS application software that generate, monitor and manage the signal plan timings for all intersections under the ATCS.
Offset	Offset is defined as the difference between the start/termination of green time at the successive upstream and downstream signals.
Pedestrian movements	The Pedestrian phase contains two signal aspects, viz. Red and Green. The termination of pedestrian phase can be either red flash or green flash.
Performance index	A measure of effectiveness on the applied control strategy
Phase	The sequence of conditions applied to one or more streams of vehicular or pedestrian traffic, which always receive identical signal light indications. The controller provides facilities for a number of phases, each phase provide control for one of the following:
Power saving	Signal lamp intensity control based on ambient light during different time of the day.
Priority route	A route in a corridor that carry maximum volume of traffic at a given point of time.
Priority stage	A stage that is a part of the priority route
Red extension	When a right of way is terminated with Clearance amber, opening of the next right of way is delayed by the Red Extension period. With no continuing phase this gives an effect of all red between stage changes.
Right-of-way	A visual signal to go-ahead
Semi-actuation	One or more stages are not pre-empted in vehicle actuated signal operation
Master System Integrator (MSI)	The successful bidder will be referred as MSI
Special day plan	Holidays falling on normal weekdays can be treated as special days and can have a different day plan.
Split	A Split decides how long a Stage should remain; i.e. the duration of a given right of way.
Stage pre-emption	A facility to terminate a Stage execution before it reaches the Green running time set for that Stage. The Stage pre-emption happens when there is no continuous vehicle demand on the corresponding approach.
Stage skipping	Facility for a stage to appear only when demanded
Stage	A stage can primarily be considered as a condition of signal lights during a period of the cycle, which gives right of way to one or more traffic movements. One or more phases form a Stage (Group). Stage is a group of non- conflicting phases
Traffic lane	A lane is part of a roadway (carriageway) that is designated for use by a single line of vehicles, to control and guide drivers and reduce traffic conflicts.
Traffic Command Centre (TCC)	Place where the Central Computer resides and all communication network links are aggregated.
Traffic signal controller	A microcontroller based equipment with solid state traffic signal lamp switching module.
Vehicle detector	A device that detect the presence and passage of a vehicle.
Vehicular movements	The Vehicle phase contains three signal aspects, viz. Red, Amber and Green. The termination of vehicle phase is always with clearance amber.
Week plan	Week Plan is the distribution of available day plans for a week.
Zone	A small area with limited no. of intersections in a city under ATCS.

Fact-Sheet

No.	Item	Description
1.	Method of Selection	<ul style="list-style-type: none"> - The method of selection is QCBS-70:30 - Quality (70%) cum Cost (30%) Based Selection - The technical quality of the proposal shall be given weightage of 70%. The technical proposal will be evaluated on the basis of MSI's experiences, his understanding, proposed methodology, work plan and experience of MSI. The price Proposal of only those MSIs who qualify technically (Minimum Qualifying Marks: 70%) will be opened. The proposal with the lowest cost shall be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 30%. For working out the combined score, the employer will use the following formula: - Total score = 0.7x TS+ 0.3 x FS, where F(s) = {(LEC / EC)*100} - T (s) stands for technical score - EC stands for Evaluated Cost of the particular financial proposal - LEC stands for Lowest Evaluated Cost of the financial proposal. - F(s) stands for Financial score of the financial proposal - The proposals will be ranked in terms of total scores of each applicant. The proposal with the highest total score (H-1) will be considered for award of contract and will be called for negotiations, if required.
2.	Availability of RFP Documents	Download from http://haryanaeprocurement.gov.in
3.	Tender document fee plus service fee(Non-refundable and Not –exempted)	INR 20,000(non-refundable)Document can be downloaded from the web site http://haryanaeprocurement.gov.in
4.	Bid Security/Earnest Money Deposit (EMD)	2,30,00,000.00/--(Two Crores Thirty Lakhs only)INR (EMD Online payment using Net Banking/RTGS/NEFT The online generated receipt of EMD shall be submitted along with the Technical Proposal (Envelope A) as per the time and location specified in the Data Sheet.
5.	Pre-Bid Conference time, date, & venue	12:30 am, Faridabad Smart City Limited, Nain SADAN, 3rd floor, Sector-20-A, Plot-35, behind EF3 Mall, Faridabad, Haryana. 121001. . Ph no: 0129-2410086
6.	Last Date and time for Bid/Bid submission (On or before)	07/02/2018 5:30 PM
7.	Date, time for Opening of Pre-Qualification Bids	13/02/2018 12:30 AM
8.	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
9.	Currency	Indian Rupees Only
10.	Name and Address for Correspondence/ city survey	Chief Executive Officer, FSCL Email: faridabadsmartcitylimited@gmail.com

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1. INTRODUCTION

About the Faridabad Smart City Corporation Limited (FSCL), Government of Haryana Faridabad, one of the oldest cities of the Haryana state is situated in the Faridabad district. The city is named after its founder, Shaikh Farid, the treasurer of Jahangir. It is also the largest city in the Delhi Metropolitan Area. Faridabad has become a major industrial hub of Haryana, over the years and has grown enormously during the last couple of decades, because a large number of industries that have been growing in number and immense development that has occurred the city.

1.1 Introduction to Faridabad Smart city Project

With a view to improve urban centres of India and make them citizen friendly and sustainable, the Government of India through the Union Ministry of Urban Development (MoUD) has initiated the Smart Cities Mission. The program is oriented around urban renewal and retrofitting of 139 cities in India in collaboration with the State Governments and the respective City Authorities.

The method of selection of the cities is through competition wherein the following two stages are already complete:

Stage I: Shortlisting of cities by States,

Stage II: The Challenge round for selection

After completion of Stage II, 20 selected Smart Cities were declared in Round 1. Subsequently, 13 cities were selected in Fast Track Round, which included the City of Faridabad.

The Ministry of Urban Development, Government of India vide its memo no. K-15016/.157/2015-SC-1 (Vol. II) dated 26th May, 2016 directed Government of Haryana to constitute Special Purpose Vehicle (SPV) for Faridabad Smart City Limited. The Special Purpose Vehicle will implement the smart City Proposals prepared by Municipal Corporation, Faridabad and duly approved by MoUD under the Smart City Mission of Government of India. Faridabad Smart City Limited was incorporated on Twentieth day of September Two Thousand sixteen (20th September 2016) under the Companies Act, 2013 and the company is limited by shares.

The Special Purpose Vehicle is constituted for Faridabad Smart City Limited under:

Constitution of Board of Directors:-

The Board of Directors of Faridabad Smart City Limited shall comprise of the following members

1	Principal Secretary to Govt. of Haryana, Urban Local Bodies Department	Chairman
2	Mission Director, Urban Local Bodies Department	Director
3	Chief Administrator, HUDA	Director
4	Representative of Govt. of India	Director
5	Chief Executive Officer of SPV	Commissioner, Municipal Corporation, Faridabad
6	Independent Directors (3 Nos.)	Director

After selection of Faridabad in the Fast Track Round, the process of implementation has been initiated with the setting up of the SPV – Faridabad Smart City Limited (FSCL). FSCL has appointed (PMC) to Design, Develop, Manage and Implement the Smart City Project under the Smart City Mission.

In order to achieve the vision, set out in the Smart City Proposal, the city has identified projects under the two categories of Area Based Development (ABD) and Pan City Solutions as follows:-

I. Area Based Development:

- ❖ Modules, 8 Sub Modules consisting of 59 sub-projects with an estimated cost of **Rs. 1,916 Crores.**

II. Pan City Solution:

- ❖ Module and 09 Sub-projects with an estimated cost of **Rs. 425 Crores.**

1.2 RFP Format

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

1. RFP Volume 1: Instruction to Bidders

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

3. RFP Volume 3: Master Service Agreement

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

2. INSTRUCTION TO BIDDERS

2.1 General

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All the 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. Sealed bids shall be received by the Authority on the e-Procurement portal <https://haryanaeprocurement.gov.in> before the time and date specified in the schedule of the tender notice. In the event the specific date for the submission of the tender offer is declared a public holiday by the Government of Haryana, the offers will be deemed to have been received the next working day in the same appointed time.
- e. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- f. Telex, cable or facsimile offers will be rejected.

2.2 Eligible Bidders

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

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

a. Sole Bidder

The Sole Bidder must be a System Integrator company, which has the capabilities to deliver the entire scope as mentioned in the RFP. The Sole Bidder cannot bid as a part of any other consortium bid under this RFP.

b. Consortium of Firms

A consortium of firms can submit bids. A consortium should **not consist of more than three parties** (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFP. The Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLA's. The list of Consortium Members needs to be declared in the bid, which cannot be changed by the bidder later on

The Lead Bidder will be responsible for:

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

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

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

1. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members. Entire execution of the contract, including payment, shall be done exclusively by/with the Lead Bidder Any of the Lead Bidders cannot be a consortium member with another bidder in a separate bid in the same RFP.
 - i. Internal arrangement between the Consortium Members is left to the bidders. It is the responsibility of the lead Bidder to ensure that all the other Consortium Members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified

2.3 Compliant Bids/Completeness of Response

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

2.4 Bidder to Inform

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

2.5 Bid Preparation costs

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

2.6 Pre-bid meeting & Clarification

I. 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. Along with the 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 the authority.

Bidders must submit their queries as per the format mentioned in the Section 8 –: Annexure” I

II. 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. No further clarifications shall be entertained after the date and time of submission of queries.

Authority shall endeavour 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 website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

2.7 RFP Document Fee

- RFP can be downloaded from the website URL mentioned in the fact sheet.
- Tender Fee of INR 20,000 shall be paid online through eProcurement 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 not be considered.

3. EARNEST MONEY DEPOSIT (EMD)

EMD of **INR. 2, 30, 00,000** (Rupees Two Crores Thirty Lakhs only) shall be paid online through e-Procurement. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be considered.

- **For Unsuccessful bidders:** Authority would refund the bid security of all unsuccessful bidders without interest on finalization of the bid in all respects by the successful bidder.
- **For Successful bidders:** The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder at the time of signing the agreement.

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

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

- a. If a bidder withdraws its bid during the period of bid validity.
- b. In case of a successful bidder, if the bidder fails to submit the performance bank guarantee and/or sign the contract in accordance with this RFP.

3.1 Bid Validity Period

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

3.2 Contents of Bid

The two bids system shall be followed. Technical and Commercial offers shall be uploaded separately through the e-Procurement portal.

Document Set	Name of Document	Content
One	RFP Document fee & Bid Security/Earnest Money Deposit (EMD)	<ol style="list-style-type: none">a. RFP Document Fee receiptb. Bid Security/Earnest Moneyc. Deposit (EMD) receiptd. Pre contract Integrity pact
Two	Pre-Qualification Bid	<ol style="list-style-type: none">a. Pre-Qualification bid as per Section 2.1 and 2.2 along with the required supporting documents.b. No Deviation Certificate as per Section 3.8c. Total Responsibility declaration as per Section 3.9
Three	Technical bid	<ol style="list-style-type: none">a. Technical Bid
Four	Commercial Bid	<ol style="list-style-type: none">a. Commercial bid (to be submitted on line only)

- a. Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
- b. All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c. The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the bids.
- d. All pages of the bid shall be initialled and stamped by the person (or persons) who sign the bid.
- e. Failure to submit the bid before the submission deadline specified in the Fact Sheet would cause a bid to be rejected.
- f. Authority will not accept delivery of bid by fax, e-mail or in person.

3.3 Bid Formats

I. Pre-Qualification Bid Format

Section No.	Section Heading	Details
1.	Pre-qualification checklist	As per format provided in Annexure -2
2.	Pre-Qualification Bid Covering Letter	As per format provided in Annexure -2
3.	Consortium Agreement	As per format provided in Annexure -7 of this Volume
4.	About Bidder	As per the RFP document.
5.	Legal	1. Copy of Certification of Incorporation/Registration Certificate 2. PAN card 3. GST registration <i>As per Pre-qualification criteria –</i>
6.	Annual Turnover	Details of annual turnover with documentary evidence. <i>As per Pre-qualification criteria</i>
7.	Net worth	Details of net worth with documentary evidence. <i>As per Pre-qualification criteria</i>
8.	Certification	Relevant ISO certification <i>As per Pre-qualification criteria</i>
9.	Self-certificate for non-blacklisting clause	As per format provided in section 7.7
		<i>As per Pre-qualification criteria</i>
10.	Power of Attorney	Documentary evidence as per format provided in Annexure 8/9
11	Project Experience	<i>As per Pre-qualification criteria</i>
12	No Deviation Certificate	As per format provided in Section -7
13	Total responsibility certificate	As per format in Annexure -7

II. Technical Bid Format

Section No.	Section Heading	Details
1	Technical Bid Checklist	As per format provided in Annexure -3
2	Technical Bid Covering Letter	As per format provided in Annexure -3
3	About Bidder	Details about the bidder (Whether sole bidder or consortium) Bidder's General Information as required in Technical Criteria.
4	Understanding of requirements	Bidder has to Provide details
5	Solution Proposed	Bidder has to Provide of solution proposed
6	Project/Credential Summary	Bidder has to Provide details
7	Bidder's Experience	Bidder has to provide relevant document as per pre-qualification criteria.
8	Project Plan and Resources	Project Plan as per Annexure -3 Manpower plan as per Annexure -3 Summary of resources as per Annexure -3 CV of resources as per Annexure -3
9	Manufactures'/ Producers' Authorization from	As per format provided in Annexure -3
10	Anti-Collusion Certificate	As per format provided in Section 7
11	Non-Disclosure Agreement	As per format provided in Section Annexure -6

3.4 Language

The bid must 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 prevail.

3.5 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre- Qualification, Technical and Commercial Bids.

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

3.6 Amendment of Request for Proposal

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

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

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

3.7 Bid Price

Commercial Bid shall be submitted online only. The price quoted by the bidder shall be inclusive of all taxes including GST. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between Authority and the Bidder.

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

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and will be rejected.

3.8 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 -7. The bids with deviation(s) are liable for rejection.

3.9 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 7.

3.10 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 address on this matter.

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

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

3.11 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.

3.12 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.

3.13 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 i.e. conditional bids, Authority reserves the right to reject the bid and forfeit the EMD.

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

- a. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c. If there is a discrepancy between words and figures, the amount in words shall prevail.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Authority, the bid is liable to be disqualified.

3.14 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"

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

3.16 Key Personnel

Authority has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as “key personnel”). Details of these key positions are provided in **Section -6**

I. 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.

II. 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.

III. Replacement

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

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to Authority.

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.

IV. 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.

3.17 Fraud and Corrupt Practices

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

before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoI 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 MSI/adviser of Authority in relation to any matter concerning the Project;

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

3.18 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 maybe 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.

3.19 Sub-Contracting

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

- a. Fibre optic network build, other cabling and fixtures work, and all civil work during implementation
- b. Facility Management Staff at Command Control Centre & City Operation Centre
- c. Sub-contracting shall be allowed only with prior written approval of Authority. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay/error/non-compliance etc.

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

3.20 Eligible Goods and Services, and OEM Criteria as given in the RFP Section -3 & 5

3.21 Right to vary quantity

- a. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents and **prices will be valid for period of 3 years after go - live.**
- 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.

3.22 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.

3.23 Site Visit

- a. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b. 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 fourteen (14) days. Alternatively, the Authority may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFP. 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.

4. SELECTION PROCESS FOR BIDDER

4.1 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 three bid-opening events

- a. Set 1 (RFP Document fee & Bid Security/EMD) and Set 2 (Pre-Qualification bid)**
- b. Set 3 (Technical bid)**
- c. Set 4 (Commercial bid) On line**

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

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

The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage.

The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

4.2 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

4.3 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.

4.4 Evaluation Process

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

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

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

The steps for evaluation are as follows:

4.5 Stage 1: 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 -5 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
- c. Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.
- d. Technical and Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security amount shall be returned for those who don't qualify the financial evaluation stage and after PBG is submitted by successful bidder.

4.6 Stage 2: Technical Evaluation

- a. Set 3 “Technical bid” will be evaluated only for the bidders who succeed in Stage 1.
- b. 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 -6
- d. Bidders may be asked to give demonstration of the envisaged solution to Authority as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.
- e. Bidders submit in detailed – “***Approach & Methodology & Solutions proposed*** “
- f. Each Technical Bid will be assigned a technical score out of a maximum of **100 marks**. Only the bidders who get an **Overall Technical score of 70%** of the Technical Evaluation Framework as given in Section -6 will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

4.7 Stage 3: Commercial Evaluation

- a. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b. The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. Commercial Bids that are not as per the standard format given online financial bid, shall be liable for rejection.

- d. The commercial bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately. Commercial bid price evaluation includes (CAPEX price + OPEX Price)
- e. The bidder with the lowest composite Score will be awarded with the contract.

5. PRE-QUALIFICATION CRITERIA

5.1 Pre-qualification for the Bidder

“The Bidder” must meet the following pre-qualification requirements to become eligible.

No.	Specific Requirements	Documents Required
1.	<p>Sole bidder/Lead Bidder (In case of consortium) should be a company registered under the Companies Act, 1956/2013.</p> <p>Consortium</p> <ol style="list-style-type: none"> 1. Maximum 3 companies are allowed in a consortium 2. The consortium members should be registered in India under Companies Act, 1956/2013 or as amended or should be registered legal entity in India at least for 5 years in similar business (IT/ITES/ICT/ Telecom Sector). 3. All consortium members are jointly responsible and severally liable under this RFP 	<ul style="list-style-type: none"> ✓ Certificates of incorporation ✓ Consortium agreement clearly stating the roles and responsibilities of each member
2.	<p>Sole bidder/Lead Bidder (In case of consortium) should be an established System Integrator(SI) and should have been engaged in Supply, Installation, Testing, Commissioning, O&M for IT Security, CCTV System & IT/ITeS/ Telecom Networking, Storage with CCC/RMS for a period of at least five years as on 31st March 2017.</p>	<ul style="list-style-type: none"> ✓ Work order and partial (90% completion of project Cost)/ + completion certificate from client for Supply Installation, Testing, Commissioning, O&M Security & IT/Telecom Networking, Storage with CCC/RMS for last 5 years as on 31st March 2017.
3.	<p>Annual turnover (TO) of each of the last three financial years (2014-15, 2015-16, and 2016-17) as on 31st March 2017, for Supply Installation, Testing, Commissioning, O&M Security & IT/ITeS/ICT/ Telecom Networking, Storage with CCC/RMS Should be:-</p> <p>For Sole bidder – INR 230 Crores</p> <p>For consortium - Lead bidder should have minimum 60% of Turnover (TO) and all members together should have Rs. 230 Crores turnover.</p> <p>In case Bidder is a wholly owned / 100 % subsidiary, the turnover of Parent company would be considered for eligibility.</p>	<ul style="list-style-type: none"> ✓ Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed along with CA certificate.

No.	Specific Requirements	Documents Required
4.	Sole bidder/All members of consortium must have positive net worth as on 31 st March ,2017 and should be Profit making in each of the last three financial years as on 31 st March, 2017 .	<ul style="list-style-type: none"> ✓ Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. ✓ CA certificate mentioning net profit of the bidder should be enclosed. ✓ Solvency Certificate from the bank of Rs. 40 Crore should be submitted for sole / Lead Bidder.
5.	Sole bidder/Lead members of consortium should have an ISO 9001:2015/CMM Level -3, ISO/IEC 27001: 2013.	<ul style="list-style-type: none"> ✓ Copies of the valid certificates from authorized agencies
6.	Sole Bidder, any consortium member, parent organisation debarred / black-listed by Central / State Government/PSU in India, at the time of submission of the RFP, shall not be allowed to participate in this tender	<ul style="list-style-type: none"> ✓ Certificate / affidavit mentioning that the Bidder is not blacklisted by any Ministry of Government of India, by Government of any State in India, any of the Government PSUs. Self-Declaration Form must be submitted.
7.	Sole Bidder/Consortium must have experience in Supply Installation, Testing, Commissioning, O&M as a System Integrator (SI) for (IT/ITeS/ICT/ Telecom Security, CCTV system & IT Networking, Storage & Maintenance Services with CCC/RMS) and Traffic Signals for work of minimum value single order Rs. 69 crores (Order Include CCTV, Storage, ICCC/RMS) or Two Orders Values 43 Crore Each Or Three orders of order values 35 Crore each in last five Financial years as on 31 st March 2017. (Combine order value for Sole Bidder, Consortium Member shall be consider)	<ul style="list-style-type: none"> ✓ Copy of Work Order and partial (90% completion of project Cost) /completion certificate.
8.	Sole bidder/Lead Bidder (In case of consortium) should submit valid authorization letter from each of the OEMs of Hardware, System Software, and Application Software confirming following: Authorization for bidder confirms that the products meet the technical & functional requirements & Products quoted are latest version / specification and not the end of life.	<ul style="list-style-type: none"> ✓ OEM Authorisation Letter

No.	Specific Requirements	Documents Required
9.	Maximum three member Consortium allowed including Lead Bidder	Agreement between Lead Bidder and Consortiums should defined clear roles and responsibility
10.	Consortium Partner Should be a legal entity duly registered to do business in India at least 5 years.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed along with CA certificate.
11.	Sole bidder/Consortium should have implemented Traffic Signals projects with the supply & installation of signals lights, traffic controllers & control centre, involving more than 40 intersections in India in last 5 years as on 31.03.2017	Copy of Work Order and partial (80% completion of project Cost) /completion certificate
12.	Sole bidder/Lead Bidder (in case of consortium) or any of its members should be Transfer of Technology (TOT) partner to CDAC for ATCS.	Copy of certificate of Transfer of Technology (TOT) by CDAC, Dept. of Electronics, Govt. of India.

Note:

- Sub-contracting / out sourcing would be allowed only for following work:
 - Passive Networking & Civil Work during implementation
 - FMS staff for non-IT support during post-implementation
 - Services of a professional architect firm for design of Command/viewing centres
- The Bidder is expected to provide details of the sub-contractors for the work, which is allowed as, mentioned in the clause. An approval from the Authority would be needed for subcontracting of the allowed work to any sub-contractor.
- Firms can't be part of multiple bids, unless they are participating solely as OEMs.

5.2 Pre-qualification for the OEM

No.	Specific Requirements	Documents Required
1	OEM should not be blacklisted by any Ministry of Government of India or by Government of any other State in India or any of the Government PSUs at the time of bidding.	Certificate / affidavit mentioning that the OEM is not blacklisted by any Ministry of Government of India or by Government of any State in India or any of the Government PSUs. Self-Declaration Form must be submitted.
2	Networking & IT Components: <ul style="list-style-type: none"> All Proposed OEM Products for Active Networking (Switches, Servers, Storage) should have installation base in India since last 5 years. All Propose OEM for Active Networking (Switches, Servers, and Storage) should have should have office and technical support in India since last 5 years. JV/Distributor presence will not be considered. 	Undertaking & copies of supporting documents from the Bidder confirming the compliance along with the OEM authorization.
3	Proposed OEM for Cameras should have registered office and service centre in India from last 2 years. JV/Distributor presence will not be considered.	Documentary Evidence from the OEM's has to be submitted.
4	Proposed VMS should have seamless integration with proposed Unified City Operation Platform.	Documentary Evidence from both the OEM's must be submitted with the bid along with proof of implementation in India or Global.
5	Storage Validation Test Report.	Storage OEM should have a test & validation document supporting the bandwidth mentioned with the VMS application supplied by the bidder.
6	Proposed ANPR Software should have seamless integration with proposed Unified City Operation Platform	Documentary Evidence from both the OEM's must be submitted with the bid along with proof of implementation in India or Global.
7	Proposed Emergency Response System should have seamless integration with proposed Unified City Operation Platform	Documentary Evidence from both the OEM's must be submitted with the bid along with proof of implementation in India or Global.
8	For Connectivity: ISP License is must as per DOT/GOI Norms for providing bandwidth.	Documentary Evidence from the ISP must be submitted with the bid.
9	Proposed IoT Devices, Smart Lighting solutions should have installed at least in one Smart City / Safe City Domain in India.	Documentary Evidence from the OEM's must be submitted with the bid.
10	Adaptive Traffic Control System proposed should be CDAC technology.	Documentary Evidence from the OEM's must be submitted with the bid.

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.

No.	Evaluation Criteria	Marks
1	Bidder's Experience & Organization Strength	10
2	Sole Bidder/Consortium Project Experience	55
3	Approach & Methodology & Project Presentation /Demonstration	15
4	Proposed Resources for the Project	20
Technical Score		100

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

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

6.1 Technical Bid Criteria & Evaluation

Technical Evaluation Format:

Technical Evaluation of the bids would be carried out as per the Evaluation format: 2

Note: Only the Bidders credentials shall be considered.

No.	Criteria	Marks	Max. Marks	Documents
1	Annual turnover (TO) of each of the last three financial years of the Sole bidder/Consortium member should have been engaged in Supply, Installation, Testing, Commissioning, O&M for IT /ICT/ITeS/ Network, Security, CCTV System, Networking, Storage with CCC/RMS for a period of at least three (3) years as on 31 st March 2017.	≥ 200 Crore - < 300 Crore = 3 marks; ≥ 300 Crore - < 400 Crore = 5 marks; ≥ 400 Crore - < 500 Crore = 7 marks; ≥ 500 Crore = 10 marks;	10	In case of Balance sheet available with business breakup: Extracts from the audited Balance sheet OR In case of a consolidated Balance sheet : Extracts from the audited Balance sheet; along with a Certificate from the statutory auditor mentioning the breakup

No.	Criteria	Marks	Max. Marks	Documents
2	<p>The Sole bidder / Consortium member should have experience in executing project of supply of Installation and Commissioning of (IP CCTV, Networking & other security components, servers, Storage), anytime during last five years as on 31st March 2017</p> <p>Orders: Should be from State Government / GOI /PSU/ Government end users.</p>	<p>2 projects of 20 crores or 1 project of 25 crores = 5 marks;</p> <p>2 projects of 25 crores or 1 project of 30 crores = 7 marks;</p> <p>2 projects of 30 crores or 1 project of more than 40 crores = 10 marks;</p>	10	<p>Completion Certificates for implementation from the client</p> <p>OR</p> <p>Copy of Work Order and partial (90% completion of project Cost) /completion certificate.</p>
3	<p>The Sole bidder/ Consortium member should have experience in Supply, Installation, Testing, Commissioning, O&M of Video Management Software.</p>	<p>≥ 500 - <1000 Cameras single order = 3 Marks;</p> <p>≥ 1000 - <2000 Cameras single order = 5 Marks;</p> <p>≥ 2000 Cameras single order = 6 marks;</p>	6	<p>Completion Certificates for implementation from the client</p> <p>OR</p> <p>Copy of Work Order and partial (90% completion of project scope)/ completion certificate.</p>
4	<p>The Sole bidder/ Consortium should have Supply, Installation, Testing, Commissioning, O&M and experience in executing a single order of a Multi-Location IP surveillance project with Minimum 50 locations/junctions spread across the city / state along with Centralized /Remote Monitoring in last 3 years</p> <p>Orders: Should be from State Government/GOI/PSU/ Government end users.</p>	<p>≥50 - <100 locations / junctions = 3 marks;</p> <p>≥100 - <300 locations / junctions = 7 marks;</p> <p>≥ 300 locations / junctions = 10 marks;</p>	10	<p>Completion Certificates for implementation from the client</p> <p>OR</p> <p>Copy of Work Order and partial (90% completion of project scope)/ completion certificate.</p>
5	<p>The Sole bidder/ Consortium member should have experience in Supply, Installation, Testing, Commissioning, O&M , in Integration of following smart features with a centralized system -IP CCTV/ACS/ FAS/ ANPR/ RLVD/ SCADA/ Automation Systems/Security System/ Environmental Sensors/ ATCS/ Smart Lighting/ Digital Messaging systems / E- Challan/ ERP System in last 5 years</p> <p>Orders: Should be from State Government / GOI / PSU/ Government end users.</p>	<p>Minimum 2 Integration: 2 Marks</p> <p>Minimum 3 Integration: 3 Marks</p> <p>Minimum 4 Integration: 4 Marks</p>	4	<p>Completion Certificates for implementation from the client</p> <p>OR</p> <p>Copy of Work Order and partial (90% completion of project scope)/ completion certificate.</p>

No.	Criteria	Marks	Max. Marks	Documents
6	The Sole bidder/ Consortium member should have experience in turnkey jobs for setting up infrastructure comprising of Seating, false ceiling, Partition, and Office Furniture etc. in any IT/ITES infrastructure. Order Copy from IT/ITES from reputed companies only will be considered	≥20 - <30 seating capacity = 3 marks ; ≥30 - <40 Seating capacity = 4 marks ; ≥40 seating capacity = 5 marks	5	Completion Certificates for implementation from the client OR Copy of Work Order and partial (90% completion of project Cost)/ completion certificate.
7	The sole Bidder/Consortium Experience in Supply, Installation, Testing, Commissioning, O&M for Traffic Signals in last 3 years	≥40 - <50 Junctions: = 3Marks ≥ 50 - <60 Junctions: = 4Marks ≥ 60 Junctions: = 5Marks	5	Completion Certificates for implementation from the client OR Copy of Work Order and partial (90% completion of project scope)/ completion certificate.
8	The Sole bidder/ Consortium Experience in O & M of minimum of 50 traffic signals.	Upto 3 years = 1Marks 4 years = 2 Marks 5 years or more = 3 Marks	3	Completion Certificates for implementation from the client OR Copy of Work Order and partial (90% completion of project scope)/ completion certificate.
9	The sole Bidder/Consortium member experience in Managing a Data Centre	=>2 Years: 2 =>4 Years: 4 => 6 Years: 6	6	Documentary Evidence that bidder has an experience of managing datacentre. ISO/IEC 27001: 2013 certificate to be submitted
10	OEM proposed by the bidder for the following components like a) Servers, Storage, Network Switches, Routers, Firewall should have Proven Track Record in Smart City/ Safe City Projects, Metro, Airports in India b)VMS, UCOP should have Proven Track Record in Smart/ Safe City Project Globally	1 Project: 1 Mark 2 Project: 2 Marks 3 Project: 3 Marks 1 Project: 1 Marks 2 Project: 2 Marks 3 Project: 3 Marks	6	OEM Should provide documentary evidence.
11	The sole Bidder/Consortium member should have IT Professional as a Key Resource Profile as per below details(Minimum qualifications as per Section -6)			

No.	Criteria	Marks	Max. Marks	Documents
A	Project Manager	1.Experience of Managing CCTV/NW implementation projects as Project Manager: ≥ 5 Projects: 3 Marks = 4 Projects: 1 Marks 2.CCNA/CCNP or equivalent: 1 mark 3.PMP/ Prince 2:1 mark;	5	As Per Annexure 7
B	Technical Lead	1. Experience of end-to-end proposed CCTV implementations as Tech lead: > =5 Projects: 2 = 4 Projects: 1 marks 2. CCNA/CCNP or equivalent: 1 marks; 3. More than 10 years of experience: 2 marks;	5	As Per Annexure 7
C	Service Lead	1. Experience of end-to-end service implementations as Service Lead: >=5 Projects: 3 marks; =4 Projects: 2 marks; 2. ITIL certified: 1 mark;	4	As Per Annexure 7
D	Network Architect	1. Experience in Solution Design of Network Enterprise. >=5 Projects: 3 Marks; =4 Projects: 2 marks; 2. CCNA/CCNP or equivalent 1 mark;	4	As Per Annexure 7
E	CCTV Expert	1. Experience in CCTV Solution. >=5 Projects: 2 Marks; =4 Projects: 1 marks;	2	As Per Annexure 7

No.	Criteria	Marks	Max. Marks	Documents
12	Understanding of Scope of Work and Detailed Approach & Methodology	1. Understanding of the project – 1 Mark	5	As Per Annexure 8
		2. Strategy to ensure implementation of project within stipulated timelines – 1 Mark		Supporting Documents to be enclosed
		3. Identification of major risks and their mitigation plan – 1 Mark		
		4. Detailed approach and methodology for project execution and Implementation Plan and resource deployment plan – 1 Mark		
		5. Proposed UCOP cloud ready as per GOI Initiative – 1 Marks		
13	Proof of Concept- The bidder will need to exhibit functional and non-functional requirements using the devices and software proposed in the bid document	<ul style="list-style-type: none"> • PA & Emergency Call Solution correlation with UCOP: 2 Marks • Video Management System integration with travel time Analytic Engine with UCOP: 2 Marks • Community Surveillance/Collaborative Monitoring integration with UCOP: 2 Mark • Multi Agency collaboration Workflows and Standard Operation Procedures: 2 Mark • GIS Integration with UCOP: 2 Mark 	10	Proof of Concept(POC)

Commercial Bid Evaluation:

Commercial bid of only those bidders **who obtain minimum 70% in** the overall technical score shall be opened. Total Cost of ownership shall be calculated based on the commercial formats given in the Price bid.

Evaluation of the Bids will be done on the Quality cum Cost based (QCBS) in proportion of 70: 30 (70% technical and 30% Financial weightage).

The Capex quoted should not be more than 70% of overall value of the price bid.

Financial Evaluation

The Financial Bids of Technically Qualified Bidders will be opened on date, time and place as communicated to the Bidder by the FSCL in writing in the presence of Bidders who choose to attend.

The Financial Bids shall be evaluated based on the total amount quoted by the Bidder as per financial bid in the prescribed Performa (**Online Only**) given in the RFP and QCBS formula Giving 70% weightage to technical evaluation and 30% weightage to financial quote of Bidder.

The Bidder who's Financial Bid has the lowest total quoted amount for the Project ("L1 Bidder") shall be given a Financial Score of 100 marks. The financial scores of other Technically Qualified Bidders shall be computed as follows:

- Financial Score of Bidder for the Project (Y) = $100 \times \frac{\text{total amount quoted by the L1 Bidder (in INR)}}{\text{total amount quoted by the Bidder (in INR)}}$
- The marks secured based on evaluation of the Financial Bid as per Clause above shall be the financial score of the Bidder for the Project ("Financial Score")

Composite Score of the Bidders shall be worked out as under:

Score Type	Bidder's Scores (A)	Weightage (B)	Weighted Score [(C) = (A) x (B)]
Technical Score	X	70%	(0.7)(TS)
Financial Score	Y	30%	(0.3)(FS)
Composite Score of the Bidder			(0.7)(TSX) + (0.3)(FSY)

Evaluation for Preferred Bidder

The Bidder who has secured the highest Composite Score as calculated above shall be declared the Preferred Bidder for the Project.

In the event that two or more Bidders secure exactly the same Composite Score in respect of the Project, then the Preferred Bidder will be selected in the following manner:-

- (a) The Bidder whose Financial Score is highest for the Project among such Bidders having same Composite Score will be declared as Preferred Bidder;
- (b) In case, Bidders having same Composite Score also have same Financial Score, then the Bidder having more Technical score will be declared as Preferred Bidder;

- (c) In case, Bidders having same Composite Score, Financial score and Technical score, then the Bidder having more Financial net worth at the **end of financial** year 2016-17 will be declared as Preferred Bidder
- (d) If none of the above resolves the tie, a simple draw method will be used for tie-breaking. The Preferred Bidder will be selected only from such Bidders having same Composite Score, Financial score and Technical score by draw on date, time and place as communicated to all such Bidders by the FSCL in writing in presence of such Bidders who choose to attend. FSCL has Right to accept any Tender and to reject any or All Tenders
- i. Notwithstanding Clause - 25, the FSCL reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

Notification of Award and Signing of Agreement

- i. The Bidder whose Tender has been accepted will be notified in writing of the award by the Chief Executive Officer prior to expiration of the Tender validity period. This written communication from the employer to the successful Bidder shall be termed as the "Letter of Acceptance". This Letter (hereinafter called the "Letter of Acceptance") will state the sum that the Chief Executive Officer will pay the Bidder in consideration of the execution and completion of the Works by the Bidder as prescribed by the Contract (herein after and in the Contract called the "Contract Price").
- ii. The Notification of award will constitute the formation of the Contract.

6.2 Key Personnel Criteria

- MSI shall provide adequate number of personnel, each responsible for a specific role within the project. MSI shall provide clear definition of the role and responsibility of each individual personnel.
- MSI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project.
- MSI has to provide the list of proposed Manpower for the Project. Any changes in Manpower deployment will have to be approved by the Authority.
- **Following table indicates the minimum qualification required for Key Positions identified for this project. However, MSI shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender.**
- The following proposed positions shall be Onsite throughout the entire project implementation phase and O &M as per BOQ (Indicative List)

No.	Position	Minimum Qualifications
1.	Project Manager	<ul style="list-style-type: none"> a) Education: Full Time MBA/MCA/M. Tech/B. Tech/B.E. from a reputed institute b) Total Experience: At least 12 years in IT sector c) Should have more than 5 years of experience of handling such large projects as a Project Manager d) Should preferably have PMP or Prince2 certification
2.	Database Administrator	<ul style="list-style-type: none"> e) Education: Full Time MCA/M. Tech/B. Tech/B.E. from a reputed institute f) Total Experience: At least 5 years in IT sector g) Should have more than 3 years in Database administrator
3.	System Administrator	<ul style="list-style-type: none"> h) Education: Full Time MCA/M. Tech/B. Tech/B.E. from a reputed institute i) Total Experience: At least 5 years in IT sector j) Should have more than 3 years' experience as system administrator
4.	Application Administrator	<ul style="list-style-type: none"> a) Education: Full Time MCA/M. Tech/B. Tech/B.E. from a reputed institute b) Total Experience: At least 5 years in IT sector Should have more than 3 years as Application administrator
5.	Video Analyst/CCTV Expert	<ul style="list-style-type: none"> k) Education: Full Time MCA/M. Tech/B. Tech/B.E. from a reputed institute l) Total Experience: At least 5 years in IT sector m) Should have more than 3 years CCTV Expert
6.	Traffic Engineer	<ul style="list-style-type: none"> n) Education: Full Time MCA/M. Tech/B. Tech/B.E. from a reputed institute or equivalent in the ITMS. o) Total Experience: At least 5 years in IT sector p) Should have more than 3 years as Traffic Engineer
7.	Technical Lead	<ul style="list-style-type: none"> c) Education: Full Time MCA/M. Tech/B. Tech/B.E. from a reputed institute d) Total Experience: At least years in IT sector e) Should have more than 3 years as Solution Architecture in large projects of similar nature
9.	Networking expert	<ul style="list-style-type: none"> a) Education: Full Time MCA/M. Tech/B. Tech/B.E. from a reputed institute b) Total Experience: At least 8 years in IT sector c) Should have experience in designing & implementing network solutions for at least 3 similar projects d) Preference will be given to the experts with CCNP Certification

Manpower plan for Implementation Phase to be provided as per format provided in 6.15.3. Apart from the above –mentioned resources, the Bidder shall also propose manpower to be deployed during the Operation & Maintenance phase of the Project as provided in the format 6.15.3

7. AWARD OF CONTRACT

7.1 Notification of Award

Authority will notify the successful Bidder in writing.

7.2 Signing of Contract

After the notification of award, Authority will issue Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of the LOI, the Bidder shall sign and return back a duplicate copy of the LOI to 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 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 Master Service Agreement is provided in RFP Volume III.

7.3 Performance Bank Guarantee (PBG)

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

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

- a) fails to meet the overall penalty condition as mentioned in RFP Volume II 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 valid till satisfactory completion of Post Implementation Support. The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

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

Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP Volume - II, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume -II.

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

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

7.4 Warranty & Maintenance

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

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

Authority or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to Authority and within time specified and acceptable to Authority.

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.

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

The successful bidder hereby warrants Authority that:

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

7.5 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. Authority shall invoke the PBG and/or forfeit the EMD.

7.6 Financial Turnover

The financial turnover of the company is provided as follows:

Annual Turnover	Year 1(2014-2015)	Year 2 (2015-2016)	Year 3(2016-2017)

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

Positive net worth of the last five financial years as on 31.03.2017. Copy of self-certified statutory auditor certificate to be submitted along with the bid

A. Certifications (required for both bidder and consortium member)

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

7.7 Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Lead Bidder:-

Place:

Date:

To,

[]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of “Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC) , CCTV Surveillance and Smart City Solutions & Integration of various ICT components with Unified City Operations Platform(UCOP)”

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

Dear Sir,

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

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

7.8 Declaration for Consortium Member

(To be provided on the Company letter head)

{Place}

{Date}

To,

[]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of **“Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC) , CCTV Surveillance and Smart City Solutions & Integration of various ICT components with Unified City Operations Platform(UCOP)”**

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

Dear Sir,

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

(Signature of the Consortium Member)

Printed Name

Designation

Seal Date:

Place: Business Address:

7.9 No Deviation Certificate

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

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

7.10 Total Responsibility Certificate

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

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

7.11 Client Certificate for Project execution experience (In Bidding Entity’s Letter Head)

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

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

(Authorised Signatory)

Signature:

Name:

Designation: Bidding entity’s name Address:

Seal:

Date:

7.12 Anti-Collusion Certificate

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

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal for the “Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC) , CCTV Surveillance and Smart City Solutions & Integration of various ICT components with Unified City Operations Platform(UCOP)” in **Faridabad, Haryana** 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:

8. ANNEXURES

Annexure 1 – “Template for Pre-Bid Queries”

Bidder shall submit all pre-bid queries in excel in the following format.

No.	RFP Volume & Section	RFP Page No	Content in the RFP	Clarification sought

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

I. Pre-qualification bid checklist

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

II. Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

[]

Sub: “**Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC) & Integration of various ICT components with Unified City Operations Platform (UCOP)**”

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

Dear Sir,

With reference to your “**Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC) & Integration of various ICT components with Unified City Operations Platform (UCOP)**”, we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- i 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.
- ii We have submitted EMD of INR [] Crores and Tender fee of INR [] online through NEFT/ RTGS in the <<Account details>>.
- iii 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.
- iv 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.
- v 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.
- vi In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- vii 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.
- viii We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

ix We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so In case of any clarifications please contact _____ email _____ at _____.

Thanking you,
Yours sincerely,
(Signature of the Lead bidder)
Printed Name
Designation

Seal

Date:

Place:

Business

Address:

III. Company profile

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

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

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

Page left intentionally blank for pasting the Certificate of Incorporation

Annexure 3 – “Formats for Submission of the Technical Bid”

I. Technical Bid Check-List

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

II. Technical Bid Covering Letter

Date: dd/mm/yyyy

To,

[]

Subject: Request for Proposal for selection of “Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC), CCTV Surveillance and Smart City Solutions & Integration of various ICT components with Unified City Operations Platform (UCOP)”

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 “Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC) , CCTV Surveillance and Smart City Solutions & Integration of various ICT components with Unified City Operations Platform(UCOP)” do hereby propose to provide our services as specified in the bid submitted by us.

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

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

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Authority, Government of Haryana 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 submission 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:

Credential Summary

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

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

III. Bidder’s Experience - Client Citations

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

Name of the Project & Location	
Client's Name, Contact no. and Complete Address	
Narrative description of project	
Contract Value for the bidder (in INR)	
Date of Start	
Date of Completion	
Activities undertaken by prime bidder or consortium member	

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

IV. Overview of Proposed Solution

Structure of Proposed Solution

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

No.	Item
1	Understanding of requirement and Implementation approach <ul style="list-style-type: none"> Understanding of the requirements Work Plan & its adequacy
2	Robustness and quality <ul style="list-style-type: none"> End to end integrated solution proposed Hardware deployment and integration approach encompassing all solutions Timelines and modalities for implementation in a time bound manner Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fall-back strategy and planning during rollout Any other area relevant to the scope of work and other requirements of the Project
3	Assessment of Manpower deployment, Training and Handholding plan <ul style="list-style-type: none"> Deployment strategy of Manpower Contingency management Deployment strategy of Manpower Mobilization of existing resources and additional resources as required Training and handholding strategy

V. Project Plan

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

Activity-wise Timelines							
No.	Task / Activity Description	Month wise Program					
		1	2	3	4	5	N
	Project Plan						
1	Activity – 1						
1.1	Sub-Activity 1						

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

VI. Manpower Plan Details of Resources proposed

Summary of Resources proposed

No.	Name of the Resource	Proposed Role	Basic Qualification	Certifications	Total Experience in years
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

VII. Curriculum Vitae (CV) of Team Members

Name	
Proposed Position or Role	
Date of Birth (DDMMYYYY)	
Nationality	
Education Qualifications Name of the College/University: Specialization: Completion year:	
Total Years of experience	
Relevant experience in years	
Certifications/Trainings	
Employment Details Name of the Employer: Designation of the Employee in the Organization: From Period: To Period:	
List of all Projects executed /In progress under each Employer in following manner: Total number of Projects in progress/executed #: Client Name: Location: Project Name: Duration of the Project: Role: Project Description: Relevancy of the project with respect to this RFP:	

Compliance to Requirement (Technical / Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in the Section 4 of the Volume II of this RFP. The same should be reproduced here, and compliance against each requirement line item should be marked.

VIII. 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:

To,

[],

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 centres 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 24 months from the date of bidding and the support for such offered product/s will be available for minimum of 10 years from the date of bidding.

Thanking you,

Yours faithfully,

(Signature)

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

Authorised Signatory

Name:

Designation:

Place:

Date:

Annexure 4 – “Bill of Material”

Bill of Material as per the Vol – II

Annexure 5 (a) – “Performance Bank Guarantee”

Ref: _____ Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address> <Phone

Nos.> <Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the System Integrator”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Faridabad Smart City Corporation Limited (FSCL) (hereinafter called “the Authority”)

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

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

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the System Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Witness _____

Signature _____

Printed name _____

(Bank's common seal)

Annexure 5 (b) – “Bank Guarantee for Earnest Money Deposit (EMD)”

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

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

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

The conditions of this obligation are:

If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

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-2017>> “Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC) , CCTV Surveillance and Smart City Solutions & Integration of various ICT components with Unified City Operations Platform(UCOP)” (hereinafter called the said 'RFP') to the “**Faridabad Smart City Corporation Limited (FSCL)**”, hereinafter referred to as ‘Authority’ and,

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

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

It is hereby agreed as under:

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

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

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - 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 unauthorised access to it.
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory	Office Seal:
Name:	Place:
Designation:	Date :

Annexure 7 – “Consortium Agreement”

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

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

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2017 at [Place] among _____ (hereinafter referred to as "_____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Second Part and _____

(Hereinafter referred to as "_____") and having office at [Address], as Party of the Third Part.

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

WHEREAS DIT, Govt. of Haryana issued a Request for Proposal dated [Date] (RFP) from the Applicants interested “Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC) , CCTV Surveillance and Smart City Solutions & Integration of various ICT components with Unified City Operations Platform(UCOP)”:

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 “Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC), CCTV Surveillance and Smart City Solutions & Integration of various ICT components with Unified City Operations Platform (UCOP)” 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 “Selection of Master Systems Integrator (MSI) to Design, Development, Implementation, Operations & Maintenance of Command and Control Centre (CCC), CCTV Surveillance and Smart City Solutions & Integration of various ICT components with Unified City Operations Platform (UCOP)” for and related 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: _____
- 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 Haryana shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

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

Witness:

i. _____

ii. _____

Annexure 8 – “Format for Power of Attorney to Authorize Signatory by the Lead Firm”

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 _____ 2017

(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.*

Annexure 9 – “Format for Power of Attorney for Lead bidder of Consortium”

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp

Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

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

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

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and 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 _____ 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 _____ 2017 _____ (signature)

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

Witness 1

Witness 2

Notes:

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

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

Annexure 10 –“Pre Contract Integrity Pact”

(To be submitted on Rs 100 Stamp Paper)

1. GENERAL

- 1.1. This pre-bid contract agreement (herein after called the Integrity Pact) is made onday of the monthbetween the Faridabad Smart City Limited (FSCL) acting through Shri/Smt..... (Designation of the FSCL officer)(Hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure..... (Name of the Store/Equipment/ Work/ Service) and M/s.represented by Shri (Herein after called the BIDDER/Seller, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/ Partnership/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER, performing its function as SPV under provision of Companies Act 2013.

2. OBJECTIVES:

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to ,during and subsequent to the Contract to be entered into which a view to:-

- 2.1. Enabling the BUYER to obtain the desired Stores/ Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefits or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation , contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS
- 3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 3.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not been given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged in individual or firm or company whether Indian or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business

relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:
 - 6.1.1. Bank Draft or Pay Order in favour of
 - 6.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to theon demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - 6.1.3. Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

7. SANCTIONS FOR violations'

- 7.1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- 1.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.
- 1.1.2 To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 1.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 1.1.4 To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest there on at 2 % higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 1.1.5 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
- 1.1.6 To cancel all or any other contracts with the BIDDER and the BIDDER all be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 1.1.7 To debar the BIDDER from part on behalf of the participating in future bidding processes of the Government of Haryana for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 1.1.8 To recover all sums paid in violation of this Pact by BIDDER(S) to any middlemen or agent or broken with a view to securing the contract.
- 1.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BIDDER, the same shall not be opened.
- 1.1.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly is closely related to any of the officers of the BUYER or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but include a spouse separated from the Government servant by a decree or order of a competent court: son or daughter or custody the step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

1.1.11 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Haryana or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER TO any other Department of the Government of Haryana or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub Bidder(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6. The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact aton

BUYER

BIDDER

End of the Document