Patna Smart City

Request for Proposal

For

Master System Integrator for Implementation of Integrated Smart Solutions at Patna

NIT No: 08/MD/PSCL/2018

Date:22-06-2018

INTERNATIONAL COMPETITIVE BIDDING

Volume I: Instructions to Bidders

PATNA SMART CITY LIMITED
ADDRESS: 2nd Floor, Maurya Lok, Patna, Bihar

Disclaimer

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

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

Information provided in this Tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PSCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein. PSCL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. PSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. PSCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

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

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

NIT No: 08/MD/PSCL/2018 **Date: 22-06-2018**

INVITATION FOR BIDS: INTENATIONAL COMPETITIVE BIDDING
Request for Proposal
For

Master System Integrator for Implementation of Integrated Smart Solutions at Patna

Bidding Schedule: Important Dates

Sl. #	Activity	Timeline & Address
1	Online Sale/Download date of Tender documents	From 25.06.2018 (10:00 Hrs) Till 09.08.2018 (14.00 Hrs) (www.eproc.bihar.gov.in) (Under Patna Municipal Corporation)
2	Last date of receipt of queries on RFP (e-mail to: patnasmartcity.pscl@gmail.com)	02-07-2018
3	Pre-bid Meeting date (Only two members per bidder are allowed).	09-07-2018 (16:00 Hrs.) (At Divisional Commissioner's Office, Patna)
4	Last date for submission of Bids (online) and hard copy.	09-08-2018 Till 15.00 Hrs.
5	Opening of Bids	09-08- 2018 at 16:00 Hrs.
6	Date of opening of Commercial bids	To be informed later to technically qualified bidder.
7.	Cost of Bidding Document(TENDER FEE)	Tender Fee Rs 10,000/- (Non Refundable) to be paid through Demand Draft (DD) in favor of "**Patna Smart City Ltd**" payable at Patna.
8.	EMD	Rs. 4, 00, 00,000 (4 Cr) (Refundable) in the form of Bank Guarantee (BG).

SD/-
Managing Director
Patna Smart City Limited (PSCL)

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Instructions for Online Bid Submission

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc.bihar.gov.in (Under Patna Nagar Nigam)

2. For support related to e-tendering process, bidders may contact at following address "e- Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164". Vendor may visit www.eproc.bihar.gov.in.

3. Detailed N.I.T can be seen of website www.eproc.bihar.gov.in(Under Patna Municipal Corporation)

4. PSCL will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.

5. The Owner reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.

6. For participating in e-tendering process, the contractor shall have to get themselves registered to get used ID, Password and digital signature. This will enable them to access the websitewww.eproc.bihar.gov.in and download/participate in e-tender.

7. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website https://www.eproc.bihar.gov.in/BELTRON and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform

8. PSCL, Patna intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project.

9. The detail of the bidding process and summary of the scope of construction works for the project is included in the RFP document.

10. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.

11. In the unlikely event of the server for www.eproc.bihar.gov.in being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.

12. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.

13. The bidders must use MS Office- 2003 version. File size should be less than 5MB and should be in M.S. word, M.S. Excel, PDF and JPEG Formats.

14. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.

15. In exceptional circumstances, the competent authority, PSCL may solicit the Bidder's consent to an extension of the period of validity.

16. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances

17. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website (www.eproc.bihar.gov.in) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.

18. Corrigendum/ Addendum, if any, will be published on the website itself.

19. Bidder should submit the Tender Fee/ EMD, pre-qualification bid and the Technical Bid in hard copy also as per Clause of this RFP. The Financial bid should be submitted only online. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.

20. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

21. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.

22. A bid processing fee (Non-Refundable) to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of e-procurement website.

23. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.

1. Introduction

1.1 About the PSCL

Patna Smart City Limited (PSCL) is the special purpose vehicle created under the Patna Municipal Corporation to deliver several Pan City and Area Based Development initiatives with a focus on both infrastructure and ICT advancements in the city and at strategic locations.

1.2 Introduction to Patna Smart city Project

The Ministry of Urban Development (MoUD), Government of India (GoI) has initiated Smart Cities Mission (SCM), under which selected cities will be developed as smart cities with a focus on improving citizen services with ICT intervention. Smart Cities Mission is an urban renewal and retrofitting programme by the Government of India with a mission to develop 100 cities all over the country making them citizen friendly, sustainable and investment destination. Under the smart city scheme, Government has emphasized to improve the basic civic amenities of the cities on one hand and the provision of modern technological advances for ease of living on the other hand.

The Smart City Proposal for Patna envisions to implementing a number of projects categorized into Area Based Development (ABD) projects and Pan City components. The ABD projects focuses on physical infrastructure components, whereas the Pan City components focuses on the ICT interventions in the city.

To achieve Patna's vision for a smart city, large numbers of measures are required to be implemented. Considering the priorities echoed by city stakeholders during the consultative process and practical feasibility, the main project umbrella initiatives shortlisted are:

'**Aadharbhoot'**: Provide the city with citizen oriented Core & Resilient Infrastructure which will be a major backbone of various services like water supply, sewerage network in ABD area ,sanitation etc..

'Visankulan& Gatisheel': To address the key concern of traffic congestion as emerging from public consultation, promoting mixed land use to decongest the ABD area and also to increase average travel speed and mobility and reduce travel time including increased carriageway and improved parking management.

'**Jan-Kshetra'**: To create organized public spaces that will improve the livability quotient and quality of life and also to optimally utilize its resources and reduce carbon footprint through various measures, viz., by restoring riparian wetland and infusing native urban forest concept, and promoting bio-diversity, Rooftop farming, Solar rooftop on govt. buildings etc. .

'**Sampoorna Nagar Vikas** ': By leveraging on its strengths like location, connectivity and "ease of starting-up business," Patna aims at boosting public services and governance with the help of ICT intervention proposed Integrated command and control Centre, Jan Seva Kendra, LED street lighting and Intelligent SWM etc. for PAN city development.

'**Samagra Vikas'**: Introduction of slum free ABD area through an easily replicable model built around housing for all and land leveraging. It will also focus on improving service delivery and cleaning & maintaining drains that are now in a state of disuse.

'**Vaisvik'**: Under vaisvik international convention Centre, Urban Incubation Centre proposed to get global identity.

1.3 RFP Format

The intent of this RFP is to invite bids from eligible Bidders for implementation of integrated smart solutions for Patna Smart City. The Request for Proposal (RFP) consists of three volumes as follows:

A. 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 along with the bid submission guidelines.

B. 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

C. RFP Volume 3: Master Service Level Agreement

Volume 3 of the RFP provides information regarding Master Service Level Agreement.

1.4. Factsheet

S No.	Item	Description
1	Method of Selection	The method of selection is QCBS. The weightage given to the Technical and Financial scores will be 70% and 30% respectively. The Contract will be awarded to the bidder scoring maximum marks in technical and financial evaluations as per the qualifying criterion QCBS evaluation formula: For Quality and Cost based Evaluation (QCBS), the following formula will be used for the evaluation of the bids. The scores will be calculated as: Bn = 0.7*Tn + (0.3)*(Cmin/Cb * 100) Where Bn = overall score of bidder under consideration (calculated up to two decimal points).

		Tn = Technical score for the bidder under consideration. Cb = Actual price quoted by the bidder. Cmin = Lowest price among the financial proposals under consideration.
2	Availability of RFP Documents	Download from https://eproc.bihar.gov.in (under Patna Municipal Corporation
3	Tender document fee (Non-refundable and Not – exempted)	INR 10,000/- in the form of DD in the name of "Patna Smart City Ltd" payable at Patna.
4	Bid Security/Earnest Money Deposit(EMD)	INR 4,00,00,000/- (INR Four Crores) in the form of BG from a Nationalized Bank or a Scheduled Commercial Bank in the name of Patna Smart City Limited.
5	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
6	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
7	Name and Address for Correspondence/ Bid Opening Venue	MANAGING DIRECTOR, PATNA SMART CITY LIMITED, MAURYA LOK, PATNA.

1.5 Definitions/Acronyms

SL#	Term/Acronyms	Description
1.	AAA	Authentication, authorization, and accounting
2.	ABD	Area Base Development
3.	ANPR	Automated Number Plate Recognition
4.	AP	Access Point
5.	AVLS	Automated Vehicle Locator System
6.	B2C	Business to Citizen
7.	BHC	Benzene Hydro chloride
8.	Bid	Offer by the Bidder to fulfill the requirement of the Authority for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
9.	BOM	Bill of Material
10.	CCC	Command and Control Centre
11.	CCTNS	Crime and Criminal Tracking Network & Systems
12.	CCTV	Closed Circuit Television
13.	ICCC	Integrated Command and Control Centre
14.	Consortium	A consortium consists of multiple members (not more than Four parties- Lead Bidder + 3 Consortium members) entering into a Consortium
		Agreement for a common objective of satisfying the PSCL requirements & represented by lead member of the consortium, designated as a "Lead Bidder". Also, the solely responsibility for successful execution of the entire project will be that of the defined Lead bidder. The consortium members shall support lead bidder for their work scope to execute the project successfully. The consortium members should have relevant experience of executing similar roles and responsibilities in past as stated in the MoU in Annexure 7. Parent company existence of Bidder/ Lead bidder would be considered for only 100% subsidiary/ sister concern / division/ sub division/ branch business unit. Intellectual Property Rights Indemnity will not be applicable if any claim of infringement is asserted by a parent, subsidiary,

SL#	Term/Acronyms	Description
		or affiliate of the MSI's organization, For the purpose of technical evaluation, net worth and turnover of only the bidding entity will be considered. Net worth and turnover of any parent, subsidiary, associate or other related entity will not be considered.
15.	COP	Common Operating Platform
16.	DBA	Database Administrator
17.	DC	Data Center
18.	DCP	Deputy Commissioner of Police
19.	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.
20.	DIT	Directorate of Information Technology
21.	DNS	Domain Name Server
22.	DR	Disaster Recovery
23.	Effective Date	The date on which the Contract Agreement for this RFP comes into effect
24.	EMD	Earnest Money Deposit
25.	EMS	Enterprise Management System
26.	EMV	Engineering Materials Vehicles
27.	ETA	Estimated Time of Arrival
28.	ETD	Estimated Time of Departure
29.	e-Procurement Portal	means the electronic tendering system of the Authority
30.	ETM	Electronic Ticketing Machine
31.	FB Camera	Fixed Boxed Camera
32.	FPS	Frames Per Second
33.	FRS	Functional Requirement Specifications
34.	FTTX	Fiber to the x
35.	G2C	Government to Citizens
36.	GI Pipes	Galvanized iron Pipes
37.	GIS	Geographical Information System

SL#	Term/Acronyms	Description
38.	GoB	Government of Bihar
39.	GPRS	General Packet Radio Service
40.	GPS	Global Positioning System
41.	GSM	Global Systems for Mobile Communications
42.	GUI	Graphical User Interface
43.	HPSV	High Pressure Sodium Vapor lamps
44.	HDPE	High-Density Polyethylene
45.	HO	Head Office
46.	ICT	Information and Communication Technology
47.	IDS	Intrusion Detection System
48.	IOE	Internet of Everything
49.	IP	Internet Protocol
50.	IPS	Intrusion Prevention System
51.	ITIL	Information Technology Infrastructure Library
52	IoT	Internet of Things
53.	KeDB	Knowledge Database
54.	LAN	Local Area Network
55.	LED	Light Emitting Diode
57.	LOI/LOA	Letter of Intent/Letter of Award
58.	MAN	Metropolitan Area Network
59.	MoU	Memorandum of Understanding
60.	MSV	Mobile Surveillance Vehicle
61.	MTBF	Mean Time Between Failures
62.	MTTR	Mean Time to Repair
63.	MUX	Multiplexer
64.	NFC	Near Field Communication
65.	NIC	National Informatics Centre
66.	NIT	Notice Inviting Tender
67	NOC	Network Operations Center A Network Operations Center (NOC) is defined as the place from which the networks are supervised, monitored and maintained. It typically has a network operations center, a room containing visualizations of the network or networks that are being monitored, workstations at which the detailed status of the network can be seen, and the necessary software to

SL#	Term/Acronyms	Description
		manage the networks.
68.	Node	L3 aggregation points consisting of L3 switches
69.	Non-Compliance	means failure/refusal to comply the terms and conditions of the tender
70.	Non-Responsive	means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given forms / pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee and EMD
71.	O&M	Operations & Maintenance
72.	OEM	Original Equipment Manufacturer
73.	OFC	Optical Fiber Cable
74.	OGC	Open Geospatial Consortium
75.	OS	Operating Systems
76.	OTP	One Time Password
77.	PA System	Public Address System
78.	PDU's	Power Distribution Units
79.	PMC	Patna Municipal Corporation
80.	PoE	Power over Ethernet
81.	PoP	Points of Presence
82.	PTZ	Pan Tilt Zoom
83.	QR Code	Quick Response Code
84.	Required Consents	The consents, waivers, clearances and licenses to use Authority Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that either GoB or their nominated agencies are required to make available to Bidder pursuant to this Agreement;
85.	RF	Radio Frequency
86.	RFID	Radio Frequency Identification
87.	RFP	Request for Proposal
88.	RLVD	Red Light Violation Detection
89.	RoW	Right of Way
90.	RPO	Recovery Point Objective
91.	RTO	Recovery Time Objective
92.	SDPO	Sub-Divisional Police Officer
93.	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
94.	SI / MSI	System Integrator/Master System Integrator
95.	SLA	Service Level Agreement; Performance and Maintenance SLA executed as part of this Master Service Agreement;

SL#	Term/Acronyms	Description
96.	SNMP	Simple Network Management Protocol
97.	SMPS	Switched Mode Power Supply
98.	SOP	Standard Operating Procedure
99.	SOS	Save Our Souls SOS is the international Morse code distress signal
100.	SSID	Service Set Identifier
101.	Successful Bidder	The bidder who is qualified & successful in the bidding process and is awarded the work
102.	TRAI	Telecom Regulatory Authority of India
103.	TRS	Technical Requirement Specifications
104.	UPS	Uninterruptible Power Supply
105.	URL	Uniform Resource Locator
106.	VA	Video Analytics
107.	VaMS	Variable Message System
108.	VCA	Video Content Analytics
109.	VLAN	Virtual Local Area Network
110.	VMS	Video Management Software/System
111.	WAN	Wide Area Network
112.	WSP	Wi-Fi Service Provider
113.	Server Room	Sever room and data Centre shall mean the same.

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 PSCL's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

b) All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the PSCL 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 PSCL. Any notification of preferred bidder status by PSCL shall not give rise to any enforceable rights by the Bidder. PSCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of PSCL.

d) Sealed bids shall be received by the PSCL by physical posts with readable CDs, in person before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Patna, the offers will be received up to the appointed time on the next working day. The PSCL may, at its discretion, extend this deadline for submission of offers by issuing corrigendum. Online bid submission is mandatory, if a bidder has submitted his bid only in physical form but fails to submit online will be not eligible.

e) 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 System Integrator (SI) or a Consortium of companies/ corporations as described below.

A systems integrator is a company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together.

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

Bids can be submitted by a consortium of firms. A consortium **should not consist of more than four 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. Each consortium member will only be responsible for their scope of work. The Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later on. Any change in the consortium partner will need to be approved by PSCL.

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:

i. 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

ii. Any firm which is not a Lead Bidder (however, is a consortium partner) can only partner in one bid i.e. all members of a consortium are restricted from being part of any other consortium that is formed to participate in a Bid in response to this RFP.

iii. Any of the Lead Bidders cannot be a Consortium Member with another bidder in a separate bid

iv. Internal arrangement between the Consortium Members is left to the bidders.

2.3 Compliant Bids/Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b) Failure to comply with the requirements of this paragraph may render the bid non- compliant and the Bid may be rejected. Bidders must:

i. Include all documentation specified in this RFP, in the bid

ii. Follow the format of this RFP while developing the bid and respond to each element in the

order as set out in this RFP

iii. Comply with all requirements as set out within this RFP

2.4 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 PSCL in writing in order that such doubt may be removed or clarifications are provided.

2.5 Bid Preparation costs

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

2.6 Pre-bid meeting & Clarification

2.6.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to PSCL as per the online submission mode and timelines mentioned in the Bidding Schedule. The pre-bid queries should be submitted in MS excel sheet format, along with name and details of the organization submitting the queries.
PSCL 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 PSCL.
Bidders must submit their queries as per the format mentioned in Section 5 - Annexure-I

Maximum of 2 members per Bidder will be allowed to participate in the Pre-bid conference and a letter from the Authorized Signatory from the intended MSI will clearly specify the names of the participants. Representatives from any OEM will not be allowed to be part of the pre-bid conference. OEM should also not accompany any of their system integrator or partners, and are expected to submit their queries through partners for seeking clarifications.

2.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

PSCL will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. PSCL shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.
PSCL shall endeavor to provide timely response to all queries. However, PSCL makes no

representation or warranty as to the completeness or accuracy of any response made in good faith. PSCL 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 PSCL 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 PSCL.

Any corrigendum/notification issued by PSCL, 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 Rs. 10,000/- (Rupees Ten Thousand Only) shall be paid at the time of submission of bid. 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.

2.8 Earnest Money Deposit (EMD)

EMD shall be paid at the time of submission of bid through a Bank Guarantee. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.

For **Unsuccessful bidders**: The bid security of all unsuccessful bidders would be refunded without interest by PSCL 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.

The above mentioned return would be completed within 3 months from the date of selection of MSI.

In case bid is submitted without the bid security then PSCL will 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 or modifies it's Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.

b) If a Bidder is disqualified in accordance with Clause 2;

c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent,

coercive or undesirable practice or restrictive practice as set out in Section4.

If a Bidder is declared the first ranking Bidder and it:

- Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
- fails to furnish the Performance Security
- fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
- fails to fulfill any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- fails to execute the Contract.

2.9 Bid Validity Period

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

The bidder shall be required to extend the bid validity period, if requested by client to do so. Accordingly the bid security shall also be extended by the bidder for such period.

The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period.

2.10 Contents of Bid

The four sets of documents (each enveloped separately and packed in a master envelope) are required to be submitted for evaluation. The sets will comprise of:

Document Set per envelope	Name of Document	Content	Mode of Submission
One	RFP Document fee & Bid Security/ Earnest Money Deposit (EMD)	RFP Document Fee receipt Bid Security/Earnest Money Deposit (EMD) receipt	Online and Hard Copy
Two	Pre-Qualification Bid	Pre-Qualification bid as per Section 6.1 and 6.2 along with the required	Online and Hard Copy

		supporting documents No Deviation Certificate as per Section6.3 Total Responsibility declaration as per Section 6.4	
Three	Technical Bid	Technical bid Detailed compliance with OEM make & model	Online and Hard Copy
Four	Financial Bid	Financial Bid	Online 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 initialed by the person (or persons) who sign(s) the bids.

d) All pages of the bid shall be initialed and stamped by the person (or persons) who sign the bid.

e) The physical submission of the bid has to be accompanied by soft copy non- writable CD/ DVD per section.

f) Failure to submit the bid before the submission deadline specified in the Bidding Schedule Sheet would cause a bid to be rejected.

g) PSCL will not accept delivery of bid by fax or e-mail only. Online and Hard Copy submission is mandatory.

2.11 Bid Formats

2.11.1 Pre-Qualification Bid Format

Section #	Section Heading	Details
1.	Pre-qualification checklist	As per format provided in section 6.1
2.	Pre-Qualification Bid Covering Letter	As per format provided in section 6.2
3.	Consortium Agreement	As per format provided in Annexure 7 of this Volume
4.	About Bidder	As per format provided in section 6.3 of this document
5.	Legal	1. Copy of Certification of Incorporation/Registration Certificate 2. PAN Card 3. GST Registration
6.	Annual Turnover	Details of annual turnover with documentary evidence.
7.	Net worth	Details of net worth with documentary evidence.
8.	Certification	Relevant ISO certification
9.	Self-certificate for non-blacklisting clause	As per format provided in section 6.4
10.	Power of Attorney	Documentary evidence as per format provided in Annexure 8 and 9
11.	Project Experience	Citation details of projects as per format in Section 7.4 and 6.7, as applicable.
12.	No Deviation Certificate	As per format provided in section 6.5
13.	Total responsibility certificate	As per format in 6.6

2.11.2 Technical Bid Format

Section #	Section Heading	Details
1.	Technical Bid Checklist	As per format provided in section 7.1
2.	Technical Bid Covering Letter	As per format provided in Section 7.2
3.	About Bidder	• Details about bidder (whether sole bidder or consortium) • Bidder's General Information as required in Technical Criteria3.6.1
4.	Understanding	Details as required in Technical Criteria 3.6.1.
5.	Solution proposed	Details as required in Technical Criteria 3.6.1. Please refer to section 7.5.1.
6.	Project/credential summary	As per format provided in Section 7.3
7.	Bidder's Experience	Project citation as per format provided in section 7.4 and supporting documentary evidences and Self-

		certifications as per format in section 6.7 as applicable
8.	Project Plan and Resources	• Project plan as per format provided in Section 7.5.2 • Manpower Plan as per format provided in section 7.5.3 I &II • Summary of resources as per format provided in Section7.6.1 • CV of resources as per format provided CV of resources as per format provided
9.	Manufacturers'/Producers' Authorization Form	As per format provided in section 7.8
10.	Anti-Collusion Certificate	As per format provided in section 7.9
11.	Non-disclosure agreement	As per format provided in section 11 (Annexure 6)

2.11.3 Commercial Bid Format

The Bidder must submit the Commercial Bid is the formats specified in Section 8.

S No.	Section Heading	Details
1	Total Price Summary	As per format provided in Section 8.1
2	Price component for CAPEX	Price component for CAPEX 8.2
3	Price component for OPEX	As per format provided in Section 8.3

2.12 Language

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

2.13 Authentication of Bids

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 / Board resolution accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.14 Amendment of Request for Proposal

At any time prior to the due date for submission of bid, PSCL 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 website URL mentioned in the fact sheet, 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 Patna Municipal Corporation and www.eproc.bihar.gov.in website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, PSCL shall not be responsible.

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

2.15 Bid Price

Commercial Bid shall be as per the format provided in Section 8. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between PSCL and the Bidder.

Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in 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 rejected. However, it should be noted that the price quotes should be as per the format given for financial submission. However, the quoted prices would be amended if there is any amendment of existing taxes /duties/levies or there is introduction of any new taxes /duties/ levies by any state Government or central Government. This price variation will be applicable for increase/decrease/addition of any such taxes.

2.16 Deviations and Exclusions

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

2.17 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation

with effective SLAs of the proposed solution as per the format mentioned in Section 6.6.

2.18 Late Bids

a) Late submission will not be entertained.

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

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

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

2.19 Right to Terminate the Process

PSCL may terminate the RFP process at any time and without assigning any reason. PSCL 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 PSCL.

2.20 Non-Conforming bids

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

a) If it does not comply with the requirements of this RFP.

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

2.21 Acceptance/Rejection of Bids

a. PSCL reserves the right to reject in full or part, any or all bids without assigning any reason thereof. PSCL reserves the right to assess the Bidder's capabilities and capacity. The decision of PSCL 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, PSCL 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 explanations. On the above lines PSCL reserves the right to take appropriate decision which needs to be agreed by the bidder. If the bidder does not agree to the decision of PSCL, the bid is liable to be disqualified.

2.22 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 successful bidder and its consortium partners will sign a NDA. Confidentiality agreement will be mutually applicable on both the bidder and PSCL.

2.23 Disqualification

The bid is liable to be disqualified/ a proper explanation can be called 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 increases 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

2.24 Key Personnel

PSCL 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 3.6.2

2.24.1 Initial Composition; Full Time Obligation; Continuity of Personnel

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

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

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

2.24.2 Evaluations

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

2.24.3 Replacement

In case any proposed resource resigns, then the Bidder has to inform PSCL 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 PSCL.

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

a) a resume, curriculum vitae and any other information about the candidate that is reasonably requested by PSCL; 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 PSCL 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. PSCL will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the bidder due to resource replacement.

2.25 Fraud and Corrupt Practices

(i) 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, PSCL 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, PSCL 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 PSCL for, inter alia, time, cost and effort of PSCL, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

(ii) Without prejudice to the rights of PSCL under Clause above and the rights and remedies which PSCL may have under the LOI or the Agreement, if a Bidder is found by PSCL 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 and there is a written proof of such practice, such Bidder shall not be eligible to participate in any tender or RFP issued by PSCL during a period of 3 years from the date such Bidder is found by PSCL to have directly or through an agent, engaged or indulged in any Prohibited Practices.

(iii) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "***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 PSCL 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 PSCL, shall be deemed to constitute influencing the actions of a

person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of PSCL in relation to any matter concerning the Project;

b) "***fraudulent practice***" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) "***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;

d) "***undesirable practice***" means (i) establishing contact with any person connected with or employed or engaged by PSCL 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

e) "***restrictive practice***" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.26 Conflict of Interest

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

b) PSCL requires that the bidder provides solutions which at all times hold PSCL'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 PSCL.

2.27 Sub-Contracting

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

a) Facility Management Staff at Ground maintenance, Cleaning, Catering, Vending Space management, Utilities management etc. and associated manpower.

b) Sub-contracting shall be allowed only with prior written approval of PSCL. 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 sub-contracted vendor.

2.28 Quality Standards and pre-eligibility OEM Criteria:

For the below OEM criteria, either a public documentation or Self certification on OEM letter head to be provided as a proof of compliance:

a) All quoted OEM should have quality standard certifications like ISO 9001-2008/2015, ISO 14001, ISO 27001, wherever applicable to ensure only quality OEM participation, as on date of RFP release.

b) OEM for the all active network, security, compute, storage should have a registered office in India and should be directly present for last 5 years, from date of RFP publication.

c) Proposed OEM for any technology should not have filed for bankruptcy and should be profitable for at least last 2 consecutive financial years.

d) The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder. Equipment and its accessories should be of the same make and all quantities supplied for that line item should be of same make only.

e) The OEM for all active components should give a declaration that products or technology quoted are not end of- sale till 24 months from the date of RFP release and are not end-of-support till 5 years from date of RFP release.

f) The proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs.

g) Each of the proposed OEMs should have existing capability and infrastructure to provide 24x7x365 technical support with Indian Toll or Toll-Free call in numbers.

h) The Goods and Services to be supplied, installed and/or performed by the Bidder should conform to the RFP requirements.

i) Lead bidder or any of the consortium partners should have office in Patna. If not already established, they should provide an undertaking that they shall establish an office in Patna within 30 days after award of work.

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

2.29 Right to vary quantity

a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased by 20%. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

b) If the PSCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

2.30 Withdrawal, Substitution, and Modification of Bids

a) No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security.

b) Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

c) Bids withdrawn shall not be opened and processed further.

2.31 Site Visit

a) The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

b) It is strongly recommended that bidders may conduct their site surveys as per the requirement of RFP wherever necessary, prior to the proposal submission.

c) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

3. Selection Process for Bidder

3.1 Opening of Bids

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

There will be three bid-opening events as follows:

1. **Set 1 (RFP Document fee & Bid Security/EMD)**
2. **Set 2 (Pre-Qualification bid)**
3. **Set 3 (Technical bid)**

i. The venue, date and time for opening the Bids bid are mentioned in the Fact sheet.

ii. The date and time for opening of Technical bid is specified in the bidding schedule and that of the Commercial bid would be communicated at respective stages to eligible bidders.

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

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

3.2 Preliminary Examination of Bids

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

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

3.3 Clarification on Bids

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

3.4 Evaluation Process

PSCL shall constitute a Tender Evaluation Committee under the guidance of Chairman-Patna Smart City 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:

3.4.1 Stage 1:Pre-Qualification

a) PSCL 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, PSCL shall open the "Pre-Qualification Bid**". Each of the Pre-Qualification condition mentioned in Section 3.5 is MANDATORY**. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Pre- Qualification criteria through 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.

c) Technical and Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security shall be promptly returned to the unsuccessful bidders.

3.4.2 Stage 2: Technical Evaluation

a) Set 3 "Technical bid" will be evaluated only for the bidders who succeed in Stage1.

b) PSCL 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 PSCL's discretion.

c) The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.6.

d) Bidders may be asked to give demonstration of the envisaged solution to PSCL as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.

e) Bidders to 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% or more in the Technical Evaluation

Framework as given in Section 3.6 will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

3.4.3 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 PSCL's discretion.
c) Commercial Bids that are not as per the format provided in Section 8 (Annexure 4) shall be liable for rejection.
d) The bid price shall be in Indian Rupees. No quote other than in INR will be considered.
e) The International bidders are advised to take into consideration the currency fluctuation and quote accordingly only in INR.
f) The Total Price Summary submitted by bidder under Price Schedule (sec 8.1) will only be considered while comparing financial bid.

3.5 Pre-Qualification Criteria

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
1	**Company Profile**	The Sole/ Lead Bidder (in case of Consortium) shall be in operations for a period of at least ten (10) years as on published date of RFP. In case of a Consortium, in addition, each member other than Lead Bidder shall be in operations for a period of at least five (5) years as on published date of RFP.	1. Copy of certificate of Incorporation/Registration under Companies Act 1956/2013 (for Indian companies) 2. Global companies to provide equivalent proof of incorporation/ registration
2	**Company Financial Profile**	The Bidder/Consortium shall have an average annual turnover of INR 400 Crores over the last three (3) Financial Years. In case of Consortium, at least 60% of the turnover criteria shall be met by the Lead Bidder and the remaining can be fulfilled by the other Consortium partners. (Lead member or Consortium members must have experience into one of the following specific business areas: ICT/IT Infrastructure/System, Integration Services/ IT, ITES, e Governance services)	1. Audited financial statements for last three Financial Years. 2. Statutory auditor's/CA certificate clearly specifying the annual turnover for the specified years. 3. PAN card 4. GST registration 5. In case of subsidiary or sister concern turnover CA certificate of the same to be provided
3	**Financials- Net worth**	The Bidder (Lead Partner in case of consortium) shall have minimum net-worth of INR 50 Crores as per the last audited Financial Year.	Certificate from the Statutory Auditor/CA on net worth for last 3 years w.e.f FY 2014-15.

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
4	**Local Presence**	The Sole Bidder or the Lead Bidder of consortium, in case of a Consortium, should have office in the State of Bihar or should furnish an undertaking that the same would be established within one month of signing the contract, if project is awarded	List and address of office in Bihar or, Undertaking from authorized signatory to open office with GST registration in Patna within 30 days from Contract signing.
5	**Key Certifications**	The Bidder (any member of consortium) shall have any two of the following Certifications valid at the time of Bidding: •ISO 9001:2008 / ISO 9001:2015 •ISO 20000:2011 for IT Service Management or equivalent certification •ISO 27001:2013 for Information Security Management System or equivalent certification	Copies of the valid certificates in the name of the Bidder.
6	**Company Standings**	As on date of submission of the proposal, the Bidder (all members of the consortium as applicable) shall not be blacklisted / debar by any State / Central Government Department or Central /State PSUs/Multilateral Funding Agency.	1. The Sole Bidder or the Partner In charge and all other Members of Consortium: Undertaking for this on company letter head 2. In case of consortium, this needs to be provided by each of the consortium member.
7	**ICT components**	"The Bidder (any member in case of consortium) shall have successfully executed below mentioned projects with cumulative value of INR 50 crore in last five years (excluding civil work): 1) Data Center / Servers- Storage Infrastructure establishment (Min cut-off value of successfully executed cumulative projects in this segment is minimum 1 Project- INR 10 Crores) 2) Surveillance including Surveillance of City /Airport projects (Min number of successfully executed minimum 1 project) 3) Command and control center/ City Control Room/ Communication Center (Min number of successfully executed minimum 1 project)	"The sole Bidder/any Member of Consortium/Sub-Contractor(s): 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead 3. For the project under execution either Go Live or should have completed 50 % of the CAPEX part and communication in the form of a certificate from client. In case of large orders/orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of a part of the order meeting the requirement through a Self- declaration. The format of the self- certificate is provided in Section 6.7 of RFP

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
			volume In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project."
8	**Experience in development /implementation of Smart City Component**	"Bidder (Lead Bidder or Any Consortium Partner) should have experience in implementation and maintenance of following project of value not less than cumulative value of INR 20 Crore for any of the following: a)Utility Management SCADA (Water OR Electricity) or b) Command & Control Centre / Network Operations Centre (NOC) or c) Surveillance command center or d) ITMS or e) ERP system or f) Multi-layer GIS or g) Smart Solid Waste Management System for city h) Environmental Sensors/Parking/Street lighting. In India or abroad in last 10 years. Note: Bidder can propose separate (one or more) projects for each component for evaluation."	"The sole Bidder/any Member of Consortium/Sub-Contractor(s): 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead 3. For the project under execution either Go Live or should have completed 50 % of the CAPEX part and communication in the form of a certificate from client. In case of large orders/orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of a part of the order meeting the requirement through a Self- declaration. The format of the self- certificate is provided in Section 6.7 of RFP volume I. In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project.
9	**e-Governance**	"The Bidder (any member in case of consortium) shall have successfully executed at least one project value of Rs.5 Crore for e-Gov. for government/PSU agency in last five years (excluding any kind of civil work):	"The sole Bidder/any Member of Consortium/Sub-Contractor(s): 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
			2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead 3. For the project under execution either Go Live or should have completed 50 % of the CAPEX part and communication in the form of a certificate from client . In case of large orders/orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of a part of the order meeting the requirement through a Self- declaration. The format of the self- certificate is provided in Section 6.7 of RFP volume I. In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project. PSCL reserves the rights to contact the competitive authority for the specified Work Orders.
10	**CM Mi level**	The lead bidder /consortium partner should have CMMi level 3 or higher certification	Valid CMMI level certification.

3.6 Technical Evaluation Framework

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

S No.	Evaluation Criteria	Total Marks
A	Sole bidder/Lead Bidder Profile	10
B	Project Experience	55
C	Approach & Methodology	15
D	Relevant Manpower Deployment	10
E	OEM Selection	6
F	Proof of Concept	4

QCBS (70:30) Qualification criteria for technical evaluation and progression to commercial evaluation stage- Minimum 70% (70 marks) of the overall technical score total.

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

3.7 Technical Marking Matrix

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
A Sole Bidder/ Lead Bidder / Consortium Profile (max 10 marks)			**10**	
1	Annual Turnover	Average annual turnover from "Specific Business Areas" as mentioned below for Sole bidder or Lead bidder (in case of consortium) and consortium partners over the last three Financial years. Out of total value of turnover; 60% at least to be from lead bidder In case of sole bidder 100% turnover to be from sole bidder. Marks shall be allotted as given below: (Marking for Lead bidder in case of consortium) More than Rs.400 Cr.= 6 marks Rs. 300 to 400 Cr. =04 marks Rs. 240cr. to 300cr = 03 marks Less than 240 cr. Not eligible to bid Specific Business Areas -ICT/IT Infrastructure/ enabled services	6	Certificate from the Statutory Auditor / Chartered Accountant on turnover details from the "specific business areas" over the last three (3) financial years
2	CMMi Level	CMMi certification: Any bidder or its consortium partner CMMi Level 5= 4 marks (For each Consortium Partner) CMMi Level 3= 1 mark Maximum 4 marks allowed	4	Valid CMMi Certificate
B. Project Experience (Max- 55 marks)			**55**	

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
1	ICT components	The Bidder (any member in case of consortium) shall have successfully executed projects in last five years (excluding civil work): Number of projects executed in any of the following 3 areas 1) Tier III Data Center establishment 2) Network/LAN/WAN with more than 1000 nodes 3) Command and control center Marks shall be allotted as below: • Number of Projects 5 or more= 15 marks • Number of Projects 4 = 10 marks • Number of projects 3= 5 marks • Less than 3 projects not eligible	15	Sole Bidder/any Member of Consortium: 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead 3. For the project under execution either Go Live or should have completed 50 % of the CAPEX part and communication in the form of a certificate from client. OR In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self- certificate is provided in this RFP volume I. In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project.
2	Experience in development / implementation of Smart Elements	"The Bidder (any member in case of consortium) shall have successfully executed projects in last 5 years: Each project should include any of the two	12	Sole Bidder/any Member of Consortium: 1. Work order/ Contract clearly highlighting the scope

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		components from below list- • ITMS(RLVD or SVD or ANPR or VMS or e-Challan or ITS) • Public Wi-fi • Mobile App/Desktop Portal for Citizen Services • Edge Analytics/IOT/AI • Optical Fiber Communications/Sensors • GSM/GPRS based Data Acquisition System Number of projects implemented. Marks will be allotted as follows: • No. of successfully executed projects 5 or more=12 marks • No. of Successfully executed projects 4= 9 Marks • No. of Successfully executed projects 3 = 6 • Less than 3 Projects no marks		of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead 3. For the project under execution either Go Live or should have completed 50 % of the CAPEX part and communication in the form of a certificate from client. OR In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self- certificate is provided in RFP. In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project.
3	ERP	The Bidder (any member in case of consortium) shall have successfully executed at least two (2) projects related to mplementation/integration and support of ERP system including (but not limited to) finance, HR and Payroll and	10	Sole Bidder/any Member of Consortium: 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		maintenance & asset management modules (with at least 2 of these modules) having a minimum value of INR 10 Crores per project during last seven (7) years. Number of Projects: 1) 3 Projects : 10 Marks 2) 2 Projects : 6 Marks 3) 1 Project : 2 Marks		contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead 3. For the project under execution either Go Live or should have completed 50 % of the CAPEX part and communication in the form of a certificate from client. OR In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self- certificate is provided in RFP. In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project.

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
4 (A)	City wide Utility SCADA System (Water/Power /Sewerage/Waste management System)	The bidder (any member in case of consortium)should have demonstrable expertise and experience in Integration / Implementation of smart features like city wide Utility SCADA System (Water/Power/Sewerage/Waste) • 4 projects (Center / State / PSU))= 5 marks • 3 Projects (Center / State / PSU))= 3 marks • 2 projects (Center / State / PSU))=2 mark Less than 2 Projects – No marks	5	Copies of respective work orders confirming month + year and area of activity to be attested by authorized signatory Signed confirmation that applicant held the responsibility of prime contractor. Completion certificates along with certified documents as per the requirements. (Items of PO and completion certificates must match) For the project under execution either Go Live or should have completed 50 % of the CAPEX part and communication in the form of a certificate from client.
4 (B)	Integration of smart features like Integration With GIS system/Parking/Street lighting /Environmental Sensors.	The bidder (Including Consortium) should have demonstrable expertise and experience in Integration of smart features like Integration With Surveillance cameras/GIS system/Parking/Street lighting / Traffic Signals/Traffic Enforcement /Environmental Sensors. • 4 projects (Center / State / PSU))= 8 marks • 3 Projects (Center / State / PSU))= 6 marks • 2 projects (Center / State / PSU))=3 marks Less than 2 Projects – No marks	8	Completion certificates along with certified documents as per the requirements. (Items of PO and completion certificates must match) For the project under execution either Go Live or should have completed 50 % of the CAPEX part and communication in the form of a certificate from client.

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
5	E-Governance	The Bidder (any member in case of consortium) shall have successfully executed at least two (2) projects related to implementation/integration and support of e- Governance (Information and Communication Technology (ICT) for delivering government services, exchange of information communication transactions, integration various stand-one systems and services between Government-to-Citizens (G2C), Government-to-Business(G2B),Government-to-Government (G2G) Govt. back office processes) applications having a minimum value of INR 5 Crores per project during last seven (7) years. Number of Projects: 1) 3 or more Projects : 5 Marks 2) 2 Projects : 4 Marks Less than 2 Projects – No marks	5	Sole Bidder/any Member of Consortium: 1.Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead 3. For the project under execution either Go Live or should have completed 50 % of the CAPEX part and communication in the form of a certificate from client. OR In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self- certificate is provided in RFP.. In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of project.
C. Approach & Methodology & Solutions proposed (Max. 15 marks)			**15**	
1	Understanding Deployment/ SLA/ Risk Mitigation Plan	Understanding: Demonstrated level of understanding of the scope of work and all aspects of the project, overall project	15	Assessment to be based on a dedicated sectional note covering all requirements (in the Technical Proposal

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
	/A&M/Scalability/ Presentation	implementation, approach, methodology, Deployment plan/ Risk Mitigation Plan/ Strategy/SLA Adequacy, robustness and scalability of proposed solution.		submitted by the bidder) including a presentation in CD.
D. Resource/Manpower Deployment(max 10 marks)			**10**	
1	Resource Deployment	A. Project Manager: 2.5 marks a. Educational Qualification: • BE / B. Tech / MCA (regular) with PGDM/ MBA/M. Tech = 0.5 mark b. Certification: PMP/ Prince Certification- 0.5 mark c. Work experience in the capacity of Project/Program Manager in ICT implementation Projects (with more than 10 years of relevant experience): 0.5 mark d. Project/Program management Experience in ICT implementation Project of value > 100 Crores: 0.5 mark e. Project/Program management Experience Smart City ICT implementation Project: 0.5 mark B. DC/ DR- Cloud expert: 1.5 marks a. Educational Qualification with more than 9 years of experience: • BE / B. Tech / MCA (regular)	10	The detailed CVs of the proposed Manpower Resources duly self-attested and by the competent authority of the bidder.

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		with MBA- 0.5 mark b. Certification: • Any professional certification that relates to cloud computing/ DC/ DR, preferably CCNA (DC), CCNP (DC), DCDC(BICSI), CBCI, CBCP, etc.- 0.5 mark c. Cloud implementation Experience in ICT implementation Project of value > Rs. 20 Crores – 0.5 mark C. Command Center Design Expert: 1.5 marks a. Educational Qualification: • Bachelor's Degree in Engineering/ Enterprise Architect-0.5 mark b. Certification : • Any professional certification that relates to Enterprise Architectural solutions- 0.5 mark c. Work experience in designing of Command Center / Network Operating Centre Projects (with more than 9 years of relevant experience)- 0.5 mark D. Solution Architect: 1.5 marks a. Educational Qualification: • Bachelor's Degree in Engineering/MCA (regular)-0.5		

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		mark b. Certification: TOGFA/MCSA/ITIL/LEAN- 0.5 marks c. Work experience as IT/ICT solution architect (with more than 6 years of relevant experience) of project more than 20 cr- 0.5 marks E. Software Management Expert: 1 mark a. Educational Qualification: • Bachelor's Degree in Engineering/MCA (regular) -0.5 mark b. Certification: • Relevant certification in Software Development/ Management. Preferably- CAPM, CSM, etc. -0.5 mark f. IT/ ICT Infrastructure Expert: 1 mark a. Educational Qualification: • Bachelor's Degree in Engineering/MCA (regular) - 0.5 marks b. Certification: • Relevant certification in IT/ ICT Infrastructure framework, preferably ITIL, CGEIT, etc. -0.5		

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		marks G. IT/ Cyber Security Expert: 1 mark a. Educational Qualification: • Bachelor's Degree in Engineering/MCA(regular) : 0.5 marks b. Certification: • Relevant certification in IT/ Diploma in Cyber Security domain, preferably CISM, CISSP, etc.- 0.5 marks		
E. OEM Selection			**6**	
1	Command Control Platform	OEM with total deployments 3 deployment = 1.5 Marks 2 deployments = 1 Marks 1 deployment = 0.5 Mark 0 deployment = Not Eligible	3	Self-Certification from OEM
2	Active Components Installed base (Network, Server, Storage, Security, Collaboration)	OEM with deployment in Datacenters/Wide Area Network/Mission Mode Project of Centre or State Govt. 3 deployment = 1.5 Marks 2 deployments = 1 Marks 1 deployment = 0.5 Marks 0 deployment = Not Eligible	3	Self-Certification from OEM
F. PROOF OF CONCEPT			**4**	
1	PoC	Concept on Integration part of ICCC, ITMS, Analytics, IOT, e-Gov, SWM etc.	4	PoC for technical evaluation in hard copy / soft copy from lead bidder. Bidder also need to provide PoC in presentation form in CD.

Key Personnel Criteria

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

b) SI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. SI has to provide the list of proposed Manpower for the Project. Any changes in Manpower deployment post submission of the proposal will have to be approved by the PSCL.

c) The indicative minimum qualification required for Key Positions identified for this project can be referred at point no. 8 of Technical Evaluation Criteria table. However, beside these mandatory deployments, SI shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender.

d) All other proposed positions shall be Onsite throughout the entire project implementation phase.

e) Manpower plan for Implementation Phase to be provided as per format provided in 7.5.3 Apart from the above mentioned resources, the Bidder shall also propose manpower to be deployed during the Operation & Maintenance phase of the Project.

4. Award of Contract

4.1 Notification of Award

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

4.2 Signing of Contract

After the notification of award, PSCL will issue Purchase Order (PO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and PSCL or the agency designated by PSCL. As an acceptance of the PO, the Bidder shall sign and return back a duplicate copy of the Purchase Order to PSCL or the agency designated by the PSCL.

4.3 Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of signing of contract, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the PSCL. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Section 9 - Annexure 5 (a), payable on demand, for the due performance and fulfillment 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 PSCL, in the event the Bidder:

a) fails to meet the overall condition as mentioned in RFP Volume II or any changes mutually agreed between the parties,

b) fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of PSCL as per conditions and scope mentioned in the RFP

c) Misrepresents facts/information submitted to PSCL

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

PSCL 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. After 40 days of notice, if the bidder fails to rectify the default, PSCL shall be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him under this contract, 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 Vol 2, 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.

4.4 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 PSCL.

During the warranty period, the bidder shall covenant 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 covenant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

PSCL 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 PSCL and within time specified and acceptable to PSCL.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, PSCL 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 maximum to the value of the defected item, which PSCL 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 free available version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to PSCL.

The successful bidder hereby warrants PSCL that:

a) 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.

b) The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.

c) The successful bidder shall be responsible for warranty services from licensers of products included in the systems.

d) The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

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

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

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

4.6 Arbitration post signing of contract

In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

All arbitration would be referred to the Chief Justice of Patna High Court, and their decision would be final and binding to all parties.

In case PSCL chooses to award the contract to an eligible bidder/MSI through this tender process, and its subjected to a third party litigation, PSCL would be free to proceed the contract award and works process. If the litigation is in favor of the third party resulting in termination of awarded contract and retendering process, PSCL would pay out the existing MSI to the tune of work completed upon submission of sufficient proof of material supplied and manpower invested.

5. Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in MS excel format in the following format to be emailed at clearly specifying in the subject column- 'Queries for Selection of MSI- ICT_Bidder's Company Name.

Direct queries from any OEM will not be entertained.

SL #	RFP Volume Section and sub- section	Page no.	Clause/ Content in the RFP	Clarification sought/ Change Request (highlight the portion with red color which is intended to be changed.)

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

6.1 Pre-qualification bid checklist

SI#	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		
6.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA		
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		

6.2 Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

MD, PSCL,

Patna,
Bihar, India

Subject: Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Patna

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

Dear Sir,

With reference to your "Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Patna", we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

a) We hereby acknowledge and unconditionally accept that the PSCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.

b) We have submitted EMD of INR[ ] Crores and Tender fee of INR[ ] <<Financial Instrument details>>.

c) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.

d) We agree to abide by our offer for a period of 180 days from the date of Submission of bid prescribed by PSCL and that we shall remain bound by a communication of acceptance within that time.

e) We have carefully read and understood the terms and conditions of the RFP and the

conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

f) In the event of acceptance of our bid, we do here by 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 discounts etc.

g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

h) We understand that the PSCL may cancel the bidding process at any time and that PSCL is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact_____,email___, contact no. _____

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

(Printed Name)

Designation

Seal Date: Place:

Business Address:

6.3 Company profile

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

S No.	Particulars	Description
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 No	
7.	VAT number	N.A
8.	PAN details	
9.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
11.	EMD details	
12.	Role in Consortium (if applicable)	Brief scope of work in the consortium

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

C. Financial Turnover of last 3 years

The financial turnover of the company has to be provided as per the following table:

Annual Turnover details (certified)			
S No.	**FY- 2014- 2015**	**FY- 2015- 2016**	**FY- 2016- 2017**

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

b) Positive net worth of the last three financial years as on 31.03.2017 (only for Lead bidder). Copy of self-certified statutory auditor certificate to be submitted along with the bid

6.4 Declaration of Non-Blacklisting ***(To be provided on the Company letter head)*** Declaration for Lead Bidder:

To,

MD,

Patna Smart City Ltd (PSCL),

Bihar, India

Place Date

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Patna

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:

6.5 Declaration for Consortium Member:

(To be provided on the Company letter head)

{Place}

{Date}

To

MD,
Patna Smart City Ltd (PSCL),
Patna, Bihar, India

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Patna.

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:

6.6 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.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.7 Total Responsibility Certificate

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

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

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

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

(Authorized Signatory) Signature:

Name: Designation:

Bidding entity's name Address:

Seal and Date:

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

7.1 Technical Bid Check-List

Sl #	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	Proposed Bill of Material		
9	Manufacturers'/Producers' Authorization Form Anti-Collusion certificate		
10	Non-disclosure agreement		

7.2 Technical Bid Covering Letter

Date: dd/mm/yyyy

To,

MD,
Patna Smart City Ltd (PSCL),

Patna,
Bihar, India

Subject: Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Patna

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

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of "**Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Patna**" 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 PSCL, Government of Bihar is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.
We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 5 (a) of Section 9 of the RFP Volume I.

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

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

Thanking you,

yours sincerely,

(**Signature of the Lead Bidder**)

Printed Name

Designation

Seal Date: Place:

Business Address:

7.3 Credential Summary

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

- Client type – Indicate whether the client is Government or PSU or Private

- Project Components – Indicate the major project components like setting up of NOC, Wide Area Network, city/ public Wi-Fi, application development for security surveillance, command and control center, Maintenance, Hardware procurement and deployment, DC setup and maintenance, Facility management services, provisioning manpower, IT support and maintenance

- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment

- Project Status – Completed (date of project completion) or Ongoing (project start date)

7.4 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 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 6.8.

7.5 Overview of Proposed Solution

7.5.1 Structure of Proposed Solution

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

SI. No.	Item
1.	**Understanding of requirement and Implementation approach** • Understanding of requirements • Work Plan & its adequacy
2.	**Robustness and quality** • 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 fallback 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** • Deployment strategy of Manpower • Contingency management • Mobilization of existing resources and additional resources as required • Training and handholding strategy

7.5.2 Project Plan

Within 15 calendar days of Effective Date of the contract/ Issuance of LoI, MSI shall submit to the designated authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the works. The Plan so submitted by MSI shall conform to the requirements and timelines specified in the Contract. The designated authority and MSI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which MSI intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plan shall not relieve MSI of any of his duties or

responsibilities under the Contract.

If MSI's work plans necessitate a disruption/ shutdown in designated authority's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of MSI to develop/adhere such a work plan shall be to his account.

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											
Sl. No.	**Item of Activity**	**Month wise Program**									
		1	2	3	4	5	6	7	8	9	10
1	Project Plan										
1.1	Activity 1										
1.2	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.

7.5.3 Manpower Plan

I. Till Go-Live(Implementation)

Manpower distribution								
S. No.	**Name**	**Role**	**Month wise time to be spent by each personnel (in days)Total**					
			Month 1	Month 2	Month 3	…	…	Month 12
1		**Project Manager**						
2		**DC/ DR/Cloud expert**						
3		**IoT/Analytics/AI expert**						
4		**GIS Expert**						
5		**Solution Architect**						
6		**ITMS Expert**						
7		**Software Management Expert/APP**						

		Developer						
8		**Network/System Administrator**						
9		**Database Architect**						
10		**Quality Assurance/Testing (On need basis)**						
11		**IT/ Cyber Security Expert**						

7.6 Curriculum Vitae (CV) of Team Members

Name					
1.	**Proposed position or role**	(*only one candidate shall be nominated for each position)*			
2.	**Date of Birth**		**Nationality**		
3.	**Education**	**Qualification**	**Name of School or College or University**	**Degree Obtained**	**Year of Passing**
4.	**Years of Experience**				
5.	**Areas of Expertise and no. of years of experience in this area**	*(as required for the Profile)*			
6.	**Certifications and Training attended**				
7.	**Employment Record**	**Employer**	**Position**	**From**	**To**

		[Starting with present position and last 2 firms, list in reverse order, giving for each employment: *dates of employment, name of employing organization, positions held.]*			
8.	**Detailed Tasks Assigned**	*(List all tasks to be performed under this project*)			

7.7 Relevant Work Undertaken that best illustrates the experience as required for the Role

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

7.8 Compliance to Requirement (Technical / Functional Specifications)

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

7.9 Proposed Bill of Material

The Bidder should provide the proposed Bill of Material (BoM) here. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. The bid can be considered non-responsive in the absence of such details. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance; it can only be upgraded at the time of actual deployment/installation.

The lists of items mentioned in Vol II are indicative. The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality and bid accordingly.

7.10 Manufacturers'/Producers' Authorization Form

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

MD,

Patna Smart City Ltd (PSCL),

Patna,

Bihar

Subject: Manufacturer's Authorization Form

Ref: RFP No. <<.....>> dated << .....>> Dear Sir,

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

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

We also confirm that our offered product will not be end of life for minimum of 6 months from the date of bid submission and the support for such offered product/s will be available for minimum of 5 years from the date of award of contract.

Thanking you,

Yours faithfully,

(Signature)

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

Authorized Signatory Name:

Designation:

Place:

Date:

7.11 Anti-Collusion Certificate

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

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid **for Request for Proposal for Selection of System Integrator for Implementation of Patna Smart City Solutions in Patna,** Patna against the RFP issued by PSCL, 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. Annexure 4 – Formats for Submission of the Commercial Bid

8.1. Total Price Summary

Sl #	Head	Amount (in INR)	Amount (in words)
1.	**Total CAPEX price** (Inclusive of all taxes, levies, duties, etc. as applicable)		
2.	**Total OPEX price** (Inclusive of all taxes, levies, duties, etc. as applicable)		
3.	**Total price (1+2)** (Inclusive of all taxes, levies, duties, etc. as applicable)		

8.2 Price component for CAPEX:

The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality as per the following template:

Sr No	Line Item (Component wise)	Unit of Measurement	Quantity Proposed	Unit base price	All taxes, duties (applicable) in INR (Per Unit)	Total Price including All taxes, duties (applicable) in INR (Per Unit)
1	**2**	**3**	**4**	**5**	**6**	**7=4x(5+6)**
	Items should be picked primarily as specified in BoM, or, MSI proposed solution.					

Total CAPEX Price including all taxes (in words)- _____

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

8.3. Price component for OPEX

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

Sl. #	Components	Year 1 (in INR)	Year 2 (in INR)	Year 3 (in INR)	Year 4 (in INR)	Year 5 (in INR)	Total (Incl. of all taxes)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
14	**Total OPEX price**						

Total OPEX Price inclusive of all taxes (in words) -_____

9 Annexure 5 (a) – Performance Bank Guarantee

Ref: Date

Bank Guarantee No.

<Name>

<Designation>

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

Whereas, <<**name of the supplier and address**>> (hereinafter called "the System Integrator") has undertaken, in pursuance of contract no. <**Insert Contract No**.> dated. <**Date**> to provide Implementation services for
<<**Name of the assignment**>> to Patna Smart City Limited (hereinafter called "the PSCL")

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

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

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

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

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

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

notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <**Insert Value**> (Rupees <Insert **Value in Words**>only).

II. This bank guarantee shall be valid up to <**Insert Expiry Date**>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <**Insert Expiry Date**>) failing which our liability under the guarantee will automatically cease.

Date _____

Place _____ Signature _____

Witness _____ Printed name _____

(Bank's common seal)

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

To,

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

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

Know all Men by these presents that we <<… >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Patna Smart City Limited>> (hereinafter called "the PSCL") 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 PSCL, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the PSCL 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 PSCL up to the above amount upon receipt of its first written demand, without the PSCL having to substantiate its demand, provided that in its demand the PSCL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees

<<Amount in words>> only)

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

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

11. Annexure 6 – Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder,_____, having our principal place of business or registered office at_____, are desirous of bidding for RFP No. <<>> dated <<DD-MM-2018>> "Request for Proposal for Selection of System Integrator for Implementation of Patna Smart City Solutions" (hereinafter called the said 'RFP') to the "Patna Smart City Limited", hereinafter referred to as 'PSCL'

and,

WHEREAS, the Bidder is aware and confirms that the PSCL'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 PSCL 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 PSCL,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the PSCL's grant to the Bidder of specific access to PSCL'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 PSCL 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 PSCL.

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 PSCL;
e) is released from confidentiality with the written consent of the PSCL.

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 PSCL 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 PSCL 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 PSCL or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the PSCL while on or off premises of the PSCL. It is understood that it would be impractical for the PSCL to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

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

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

6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the PSCL, the Bidder shall promptly deliver to the PSCL 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 PSCL. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the PSCL, the Bidder shall promptly deliver to the PSCL 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 PSCL. Without prejudice to the above the Bidder shall promptly certify to the PSCL, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the PSCL 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 PSCL to enable the PSCL 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 PSCL. 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)

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

12. Annexure 7 – Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THECONSORTIUM

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

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among Patna Smart City Limited (PSCL) (hereinafter referred to as "") and having office at [Address], India, as Party of the First Part and (hereinafter referred as "") and having office at [Address], as Party of the Second Part and

(Hereinafter referred as " ") and having office at [Address], as Party of the

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

WHEREAS PSCL, Patna, Bihar has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in **Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Patna**:

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

As MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND

DECLARED AS FOLLOWS:

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

a. Submit a response jointly to Bid for the "**Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Patna**" as a Consortium.

b. Sign Contract in case of award.

c. Provide and perform the supplies and services, which would be ordered by the PSCL 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 PSCL for "Request for Proposal for Selection of Master System Integrator for Implementation of Integrated Smart Solution at Patna" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

iii. The Lead Bidder shall be solely and severally responsible and bound towards the PSCL for the performance of the works in accordance with the terms and conditions of the BID document, and Contract. The consortium members, if any will support the lead bidder in successful implementation of the objectives.

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 PSCL.

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 PSCL 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 Patna shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

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

Witness:

i.

ii.

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

POWER OF ATTORNEY

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

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

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

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of_____,_____and _____

.

Dated this the day of 2015

(Signature and Name of authorized signatory)

_____

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

Seal of firm Company

Witness 1: Witness 2:

Notes:

a. *To be executed by all the members individually.*

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

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

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

Whereas_____has invited RFP response for_____(Name of the Project)

Whereas, the Members of the Consortium comprising of M/s._____,M/s._____,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 PSCL 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_____2018

(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.