



LUCKNOW SMART CITY

ART CITY TO SMART CITY

Request for proposal for Selection of Master System Integrator for Implementation of Lucknow Smart City Solutions

Volume 1: Instruction to Bidders

**Lucknow Smart City Limited
O/o Lucknow Municipal Corporation,
Trilok Nath Marg, Lalbagh, Lucknow 226001, Contact No:-0522-
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Important Dates

S. No.	Activity	Deadline
1	Release of RFP	07-12-2017
2	Last date of receipt of queries on RFP	18-12-2017
3	Pre-bid Meeting date	21-12-2017
4	Posting of response to queries	26-12-2017
5	Last date for submission of online Bid (Technical & Commercial)	12-01-2018 upto 3.00 PM
6	Last date for submission of Bid Physically in hard copy (Technical bid only)	12-01-2018 upto 3.00 PM
7	Date of opening of technical bids	12-01-2018 upto 4.00 PM
8	Date of opening of Commercial bids	To be intimated

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1 Introduction

1.1 About Lucknow

Lucknow is the capital city of Uttar Pradesh, the most populous state of India. Lucknow had a population of 3,647,834 in 2001. The estimated population of Lucknow in 2010 is more than 50 lakh. Lucknow is a second largest city after Delhi within the states of north, central and eastern India. Lucknow is also the administrative headquarters of Lucknow District and Lucknow Division. According to Government of India, the Lucknow district is one of the ninety Minority Concentrated Districts in India, shown by 2001 census data on population, socio-economic indicators and basic amenities indicators. Located in what was historically known as the Awadh region, Lucknow has always been a multicultural city. Courty manners, beautiful gardens, poetry, music, and fine cuisine patronized by the Persian-loving Shia Nawabs of the city are well known amongst Indians and students of South Asian culture and history. Lucknow is popularly known as the City of Nawabs. It is also known as the Golden City of the East, Shiraz-i-Hind and the Constantinople of India. Today, Lucknow is a vibrant city that is witnessing an economic boom and is among the top ten fastest growing metropolitan cities of India. It is the second largest city in Uttar Pradesh state. The unique combination of its cultured grace and newly acquired pace is its most promising feature that augurs well for the future. Lucknow - The upcoming METRO is a hallmark of cultural extravaganza, known all over the world for its many splendors. A city that has a magical charm, a charm that's forever and a charm that's apart. Be it the cultural charm or the monumental, all are well conserved here to make Lucknow "The city of many splendors".

1.2 Introduction to Lucknow Smart city Project

Government of India has announced the list of 33 cities to be taken up for development as smart cities in two rounds namely 1st round and fast track round. The cities have to now move towards converting their plan proposals to projects. As part of the Smart City Proposal, the city of Lucknow has set its vision for Smart City as follows:

"Lucknow Smart City aspires to leverage its Culture and Heritage by investing in Inclusive and Transformative Solutions that enhance the Quality of Life for its Citizens"

Based on the Vision outlined, the strategic focus and blueprint was formulated as a way forward. The overall smart city plan was grouped under four focus areas, namely, *Jeevant, Sugam, Swachh* and *Samruddh*. To achieve these focus areas, goals and sub-goals were identified to narrow down the projects such that they would translate the vision, address the issues and would harness on the strengths and opportunities to form strong linkages between citizens, stakeholders and partners. Briefly the focus areas include:

1. LIVEABLE - JEEVANT LUCKNOW

➤ Area Based Development (Rs.740.57 Cr)

Strengthening and Augmentation of existing physical infrastructure. To facilitate the provision of infrastructure services, an underground Utility Duct is been proposed. A SMART GRID comprising of 20 buildings is proposed which includes Rooftop Solar Panel PV, Rain Water Harvesting and Waste Water Treatment & Reuse. Based on the citizen engagement a new project under Fast Track round, Gomti River Front Development was added as an inclusive approach. Landscaping of parks/green areas with public facilities is proposed to create lively open spaces. Smart City Knowledge Management Centre-“ONE LUCKNOW CENTRE” is being proposed to facilitate the SPV office and incubation centre for knowledge industries.

➤ Pan City (Rs.81 Cr)

One Lucknow Smart City Management System/Portal is proposed which would include a centralized backend command centre, enabling interdepartmental coordination for efficient governance (G2G & G2C). Capacity Building programs to ensure participation of the administration and its wings in an effective manner with smart city management system. This step will help achieve the intent of the portal.

2. MOBILITY - SUGAM LUCKNOW

➤ Area Based Development (Rs.188.81 Cr)

“ONE LUCKNOW NODEs” are proposed with smart mobility solutions for commuters ease and to encourage NMT, cyclability, etc. Pedestrian friendly pathways [Barrier free] and Pelican Crossings are proposed to encourage walkability. Multi-level smart parking solutions are proposed to decongest roads from un-regularized on-street parking, thereby improving vehicular movement, resulting in increase in travel speed, reduction in air pollution and fuel consumption. Introduction of Smart Ticketing solutions [penalty system] to curb encroachments on footpaths and facilitate walkability. Features like CCTV Camera, Emergency Call Points and Modern Police Kiosks to ensure safety of citizens [children, women and elderly]. LED based energy efficient street lighting to reduce energy consumption.

➤ Pan City Proposal (Rs.476.58 Cr)

Based on the citizen engagement, city profile and SWOT analysis, “Urban Mobility” emerged as priority theme to be addressed in PAN City. ICT enabled smart solutions like, Integrated Traffic Management System, Smart City Surveillance System, Smart Solutions for Existing Parking, ICT for City Bus Services, Smart Bus Shelters, Unified Smart Mobility Card, One Lucknow Nodes and Energy Efficient street Lighting [LED] are proposed. These interventions will result in reduction in traffic congestion, improved travel time, encourage public transportation use, increase in safety of citizens by speedy response to the incident based on real time data, reduction in air pollution and fuel consumption, hence, providing a holistic, viable and effective approach towards traffic management through data driven measures for integration of operation, coordination and scheduling.

3. CLEAN - SWACHH LUCKNOW

➤ Area Based Development (Rs.319.20 Cr)

The prime objective is to make the selected area “SWACHH” by facilitating efficient solid waste management and achieving Zero percent open defecation. It is proposed to strengthen and augment the sewerage system, provide public and community toilets, roadside & community smart bins and equipment.

4. PROSPEROUS - SAMRUDDH LUCKNOW

➤ Area Based Development (Rs.170.73 Cr)

Rejuvenation of the old structure (SAD protected) so as to revive it and make it a themed recreational space with features of museum etc. The underutilized and degraded structures need interventions. In addition, improvement in social infrastructure is required to improve the quality of life as well as the physical facade of the area. Smart and creative interventions, like Awadh Point and Thandi Sadak, will help create a centralised recreational space thereby amalgamating “Old and New” Lucknow. City branding will help promote these interventions resulting in a sense of belonging among citizens towards the city and its culture.

1.1 RFP Format

The intent of this RFP is to invite bids from the Bidders for implementation of an integrated solution for the Authority.

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

1. RFP Volume 1: Instruction to Bidders

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

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

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

3. RFP Volume 3: Master Service Agreement

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

1.2 Fact sheet

Sr No	Item	Description
1.	Method of Selection	The method of selection is L1. The contract will be awarded to the bidder quoting the lowest 'Total Price' post technical qualification. Prices inclusive of any applicable taxes, levies etc. will be considered for arriving at L1 price.
2.	Availability of RFP Documents	To be Downloaded from www.tenderwizard.com/LMC and www.lucknowsmartcity.com
3.	Date of RFP Issuance	07-12-2017
4.	Tender document fee (Non-refundable and Not – exempted)	INR 10,000/- (INR Ten Thousand only) through e Procurement portal
5.	Bid Security/Earnest Money Deposit (EMD)	INR 5,00,000/- (INR Five Lakh only) through e Procurement portal
6.	Last date and time for Submission of Pre-Bid Queries	18-12-2017 upto 18:00 pm
7.	Pre-Bid Conference time, date, & venue	12:00 Noon, 21 st December 2017, Conference Hall; Lucknow Nagar Nigam
8.	Posting of response to queries (On Website)	www.tenderwizard.com/LMC & www.lucknowsmartcity.com
9.	Last Date and Time for Bid/Bid submission (On or before)	12-01-2018 upto 3.00 PM
10.	Date and Time for Opening of Bids	12-01-2018 upto 4.00 PM
11.	Bid Validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
12.	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
13.	Name & Address for Correspondence	Chief Executive Officer Lucknow Smart City Limited O/o Lucknow Municipal Corporation, Trilok Nath Marg, Lal Bagh, Lucknow 226001, Contact No:-0522- 2625886, Email Id:- lkosmartcity@gmail.com

1.3 Definitions/Acronyms

SL #	Term/Acronyms	Description
1.	AAA	Authentication, authorization, and accounting
2.	ANPR	Automated Number Plate Recognition
3.	AP	Access Point
4.	AVLS	Automated Vehicle Locator System
5.	B2C	Business to Citizen
6.	BHC	Benzene Hydro chloride
7.	Bid	Offer by the Bidder to fulfil the requirement of the Authority for an Agreed price. It shall be a comprehensive technical and commercial response to the RFP
8.	BOM	Bill of Material
9.	CCC	Command and Control Centre
10.	CCTNS	Crime and Criminal Tracking Network & Systems
11.	CCTV	Closed Circuit Television
12.	COC	City Operation Centre
13.	Consortium	<p>A consortium consists of multiple members (not more than Three parties - Lead Bidder + 2 Consortium members) entering into a Consortium Agreement for a common objective of satisfying the Authority Agreement for a common objective of satisfying the Authority requirements & represented by lead member of the consortium, designated as a "Lead Bidder".</p> <p>Also, the responsibility for successful execution of the entire project will be that of the defined Lead bidder.</p> <p>The consortium members should have relevant experience of executing similar roles and responsibilities in past as stated in the</p>

		<p>MoU in Annexure 7.</p> <p>Parent company existence of Bidder/ Lead bidder would be considered for only 100% subsidiary/ division/ sub division/ branch business unit.</p> <p>For the purpose of technical evaluation, net worth and turnover of only the bidding entity will be considered.</p> <p>Net worth and turnover of any parent, subsidiary, associate or other related entity will not be Considered.</p>
14.	COP	Common Operating Platform
15.	DBA	Database Administrator
16.	DC	Data Center
17.	DCP	Deputy Commissioner of Police
18.	Deliverables	<p>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.</p>
19.	DIT	Directorate of Information Technology
20.	DNS	Domain Name Server
21.	DR	Disaster Recovery
22.	Effective Date	The date on which the Contract Agreement for this RFP comes into Effect
23.	EMD	Earnest Money Deposit
24.	EMS	Enterprise Management System
25.	EMV	Engineering Materials Vehicles
26.	ETA	Estimated Time of Arrival
27.	ETD	Estimated Time of Departure

28.	e- Procurement portal	means the electronic tendering system of the Authority
29.	ETM	Electronic Ticketing Machine
30.	FB Camera	Fixed Boxed Camera
31.	FPS	Frames Per Second
32.	FRS	Functional Requirement Specifications
33.	FTTH	Fiber to the home
34.	G2C	Government to Citizens
35.	GI Pipes	Galvanised iron Pipes
36.	GIS	Geographical Information System
37.	GoUP	Government of Uttar Pradesh
38.	GPRS	General Packet Radio Service
39.	GPS	Global Positioning System
40.	GSM	Global Systems for Mobile Communications
41.	GUI	Graphical User Interface
42.	HPSV	High Pressure Sodium Vapour lamps
43.	HDPE	High-Density Polyethylene
44.	HO	Head Office
45.	ICT	Information and Communication Technology
46.	IDS	Intrusion Detection System
47.	IOE	Internet of Everything
48.	IP	Internet Protocol
49.	IPS	Intrusion Prevention System
50.	ITIL	Information Technology Infrastructure Library

51.	JNNURM	Jawaharlal Nehru National Urban Renewal Mission (JNNURM)
52.	KeDB	Knowledge Database
53.	LAN	Local Area Network
54.	LED	Light Emitting Diode
55.	LOI/LOA	Letter of Intent/Letter of Award
56.	Deleted	
57.	MAN	Metropolitan Area Network
58.	MoU	Memorandum of Understanding
59.	MSV	Mobile Surveillance Vehicle
60.	MTBF	Mean Time Between Failures
61.	MTTR	Mean Time to Repair
62.	MUX	Multiplexer
63.	NFC	Near Field Communication
64.	NIC	National Informatics Centre
65.	LMC	Lucknow Municipal Corporation
66.	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 manage the networks.
67.	Node	aggregation points consisting of switches
68.	Non-Compliance	means failure/refusal to comply the terms and conditions of the tender
69.	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 on EMD
70. 71.	O&M OEM	Operations & Maintenance Original Equipment Manufacturer
72.	OFC	Optical Fiber Cable
73.	OGC	Open Geospatial Consortium
74.	OS	Operating Systems
75.	OTP	One Time Password
76.	PA System	Public Address System
77.	PDU's	Power Distribution Units
78.	PIS	Passenger Information System
79.	PoE	Power over Ethernet
80.	PoP	Points of Presence
81.	PTZ	Pan Tilt Zoom
82.	QR Code	Quick Response Code
83.	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 DIT, GoM their nominated agencies are required to make available to Bidder pursuant to this Agreement;
84.	RF	Radio Frequency
85.	RFID	Radio Frequency Identification
86.	RFP	Request for Proposal
87.	RLVD	Red Light Violation Detection
88.	RoW	Right of Way

89.	RPO	Recovery Point Objective
90.	RTO	Recovery Time Objective
91.	SDPO	Sub-Divisional Police Officer
92.	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
93.	SI	System Integrator
94.	SLA	Service Level Agreement; Performance and Maintenance SLA executed as part of this Master Service Agreement;
95.	SNMP	Simple Network Management Protocol
96.	SMPS	Switched Mode Power Supply
97.	SOP	Standard Operating Procedure
98.	SOS	Save Our Souls SOS is the international Morse code distress signal
99.	SSID	Service Set Identifier
100.	Successful Bidder	The bidder who is qualified & successful in the bidding process and is awarded the work
101.	TRAI	Telecom Regulatory Authority of India
102.	TRS	Technical Requirement Specifications
103.	UPS	Uninterruptible Power Supply
104.	URL	Uniform Resource Locator
105.	VA	Video Analytics
106.	VaMS	Variable Message System

107.	VCA	Video Content Analytics
108.	VLAN	Virtual Local Area Network
109.	VMS	Video Management Software/System
110.	WAN	Wide Area Network
111.	WSP	Wi-Fi Service Provider

2 Instruction to Bidders

2.1 General

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
- d. Sealed bids shall be received by the Authority on the e-Procurement portal www.tenderwizard.com/LMC 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 Uttar Pradesh, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- 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. 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 three parties** (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFP. The Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later on. Any change in the consortium partner will need to be approved by Authority.

The 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 to this RFP cannot be a partner in any of the bids submitted against 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. It is the responsibility of the lead Bidder to ensure that all the other Consortium Members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified

2.3 Compliant Bids/Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the bid 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 Authority 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 Authority.

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 Authority as per the submission mode and timelines mentioned in

the Fact Sheet. The pre-bid queries should be submitted in excel sheet format, along with name and details of the organization submitting the queries.

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

Bidders must submit their queries as per the format mentioned in Section 5 - Annexure I

2.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

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

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

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

Any corrigendum/notification issued by Authority, subsequent to issue of RFP, shall only be available/hosted on the 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 online through e-Procurement portal, <http://www.tenderwizard.com/LMC>. 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 of Rs. 5,00,000/- (Rupees Five Lakh Only) shall be paid online through e-Procurement portal. 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 Authority 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.

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

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

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

2.9 Bid Validity Period

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

2.10 Contents of Bid

The two bids system shall be followed. Technical and Commercial Offers shall be uploaded separately through the e - Procurement portal. Document set One; Two & Three are to be submitted online as well as physically at the address mentioned in this document.

Document Set	Name of Document	Content
One	Pre-Qualification Bid	a. Pre-Qualification bid as per Section 6.1 and 6.2 along with

		the required supporting Documents. b. No Deviation Certificate as per Section 6.3 c. Total Responsibility declaration as per Section 6.4
Two	Technical bid	a. Technical Bid b. Response to FRS & TRS c. Masked Commercial bid
Three	Commercial bid	a. Commercial bid

- 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. Failure to submit the bid before the submission deadline specified in the Fact Sheet would cause a bid to be rejected.
- g. Authority will not accept delivery of bid by fax, e-mail or in person.

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	<ol style="list-style-type: none"> 1. Copy of Certification of Incorporation/Registration Certificate 2. PAN card 3. GST registration <p><i>As per Pre-qualification criteria – SI # 1</i></p>
6.	Annual Turnover	<p>Details of annual turnover with documentary Evidence.</p> <p><i>As per Pre-qualification criteria – SI # 2</i></p>
7.	Net worth	<p>Details of net worth with documentary Evidence.</p> <p><i>As per Pre-qualification criteria – SI # 3</i></p>
8.	Certification	<p>Relevant ISO certification as mentioned in the RFP document</p> <p><i>As per Pre-qualification criteria – SI # 5</i></p>
9.	Self-certificate for non-blacklisting clause	<p>As per format provided in section 6.4.</p> <p><i>As per Pre-qualification criteria – SI # 6</i></p>
10.	Power of Attorney	Documentary evidence as per format provided in Annexure 8 and 9

Section #	Section Heading	Details
11.	Project Experience	<p>Citation details of projects as per format in Section 7.4 and 6.7, as applicable.</p> <p><i>As per Pre-qualification criteria – SI # 7 & 8</i></p>
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	<ul style="list-style-type: none"> · Details about bidder (whether sole bidder or consortium) · Bidder's General Information as required in Technical Criteria 3.6.1
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	<ul style="list-style-type: none"> · Project plan as per format provided in Section 7.5.2 · Manpower Plan as per format provided in section 7.5.3 I & II · Summary of resources as per format provided in Section 7.6.1 · CV of resources as per format provided in Section 7.7
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 in the formats specified in Section 8.

Section #	Section Heading	Details
1.	Total Price Summary	As per format provided in Section 8.1
2.	Price component for CAPEX	As per format provided in Section 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 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, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

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

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

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 Authority and the Bidder.

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

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

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) are liable for rejection.

2.17 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in Section 6.6.

2.18 Late Bids

Late submission will not be entertained and will not be permitted by the e-Procurement Portal. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. Authority shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder’s end. No further correspondence on the subject will be entertained.

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

2.19 Right to Terminate the Process

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

2.20 Non-Conforming bids

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

- a. If it does not comply with the requirements of this 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. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

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

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

- a. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c. If there is a discrepancy between words and figures, the amount in words shall prevail.

- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Authority, the bid is liable to be disqualified.

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 employees of the successful Lead bidder and Consortium members who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA) as per RFP Volume III.

2.23 Disqualification

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

- a. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite documents
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f. Financial bid is enclosed with the same document as technical bid.
- g. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- h. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

- i. If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified

2.24 Key Personnel

Authority has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as “key personnel”). Details of these key positions are provided in Section 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 Authority'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 Authority of the date of each evaluation of each member of the Key Personnel. Authority shall be entitled to provide inputs to the bidder for each such evaluation. Bidder shall promptly provide the results of each evaluation to Authority, subject to Applicable Law.

2.24.3 Replacement

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

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

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

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

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

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

2.24.3 High Attrition

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

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

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

2.25 Fraud and Corrupt Practices

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

offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Authority in relation to any matter concerning the Project;

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

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,

Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

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

2.27 Sub-Contracting

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

- Fibre optic network build, other cabling and fixtures work, and all civil work during implementation
- Facility Management Staff at Command Control Center & City Operation Center

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

2.28 Inclusion of MSMEs in Project Delivery

Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. Bidders should earmark a minimum of 20 % of the total contract for procuring goods and services from MSEs. Activities that can be sub-contracted to MSME/MSE partners are restricted to those defined under Sub-Contracting Clause 2.27 above.

2.29 Eligible Goods and Services, and OEM Criteria:

- a. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, and testing, commissioning, training, and initial maintenance.
- b. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- c. The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 years as on the date of release of the RFP.
- d. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- e. The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- f. The proposed OEM should have installed base of at least 20% of the quoted product or technology.
- g. Bidder must quote products in accordance with above clause “Eligible goods and related services.
- h. The bidder’s proposed OEM(s) for the following solutions must be included in the Gartner magic quadrants (in either Leaders or Challengers quadrant) as on the day of submission of bid. Gartner Reports released in the last 1 year to be referred and submitted.
 - i) Wired and Wireless LAN Access Infrastructure
 - ii) Data Centre Networking
 - iii) Enterprise Network Firewalls
 - iv) Intrusion Prevention Systems
 - v) Modular Servers

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

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

2.31 Withdrawal, Substitution, and Modification of Bids

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

2.32 Site Visit

- a. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b. The Authority will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Authority adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the Authority may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFP. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

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

3 Selection Process for Bidder

3.1 Opening of Bids

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

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

There will be three bid-opening events

- a. **Set 1 (Pre-Qualification bid)**
- b. **Set 2 (Technical bid)**
- c. **Set 3 (Commercial bid)**

The venue, date and time for opening the Pre-qualification bid are mentioned in the Fact sheet. The date and time for opening of Technical & Commercial bid would be communicated to the qualified bidders. The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage. The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

3.2 Preliminary Examination of Bids

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

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

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)
- c. Found with suppression of details

- d. With incomplete information, subjective, conditional offers and partial offers submitted
- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP
- g. With lesser validity period

3.3 Clarification on Bids

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

3.4 Evaluation Process

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

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or 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. Authority shall validate the Set 1 “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- b. If the contents of the Set 1 are as per requirements, Authority shall open the “Pre-Qualification Bid”. **Each of the Pre-Qualification condition mentioned in Section 3.5 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 amount shall be returned for those who don't qualify the financial evaluation stage and after PBG is submitted by successful bidder.

3.4.2 Stage 2: Technical Evaluation

- a. Set 3 "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
- b. Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.6.
- d. Bidders may be asked to give demonstration of the envisaged solution to Authority as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.
- e. Bidders should 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 and minimum 50% in each section of 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 Authority'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 bidder that has quoted the lowest Total Price (Capex price + Opex price) shall be awarded the contract. For the purpose of arriving at L1, prices inclusive of any applicable taxes and levies etc. will be considered.
- e. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.

Pre-Qualification Criteria

SI	Pre-Qualification Criteria	Documentary Evidence
1.	<p>The Sole Bidder or Lead Bidder and each of the members of the consortium, (in case of a consortium), should be registered under Companies Act, 1956/2013 or as amended.</p> <p>The Sole Bidder or the Lead bidder (in case of a consortium) should be in operation in India for a period of at least 5 years as on 31st March 2017.</p> <p>In case of a Consortium, each of the consortium member other than the Lead Bidder should be in operation in India for a period of at least 3 years as on 31st March 2017</p>	<p>The Sole Bidder or the Lead Bidder and each Member of Consortium:</p> <ol style="list-style-type: none"> 1.Copy of Certification of Incorporation/Registration Certificate 2.PAN card 3.GST registration 4. A written undertaking from each of the consortium members, in case of a consortium, duly signed by the authorized signatory, holding a written special power of attorney for this bid on a stamp paper, authorizing the lead bidder incur liabilities and receive instructions for and on behalf of any and all consortium members, and the entire execution of the Contract, including but not limited to payments.

2.	<p>The Sole Bidder or the Lead Bidder of consortium should have an average annual turnover of minimum INR 10 crore with minimum average turnover of INR 5 crore from one or more of the “specific business areas” mentioned below over the last three financial years and, in case of a Consortium, the average annual turnover for each of the consortium members over the last three Financial Years should be INR 2.5 crore or more from one or more of the “specific business areas” mentioned below:</p> <ul style="list-style-type: none"> • Software Application Development including mobile app • Multiple Software application integration capability • Database Management • Business Analytics • ICT Infrastructure and System Integration • IoT/Cloud environment 	<p>The Sole Bidder or the Lead Bidder and all other Members of Consortium: Audited financial statements for the last three financial years Certificate from the Statutory Auditor on turnover details from the “specific business areas” over the last three (3) financial years</p>
3.	<p>The Sole Bidder or the Lead Bidder should have positive net worth as on 31st March 2017 as per the audited consolidated financial statements For the purpose of this criterion, net worth of only the bidding entity will be considered.</p>	<p>The Sole Bidder or the Lead Bidder 1. Certificate from the Statutory Auditor on net worth</p>
4.	<p>The Sole Bidder or the Lead Bidder of consortium, in case of a Consortium, should have office in Lucknow or should furnish an undertaking that the same would be established</p>	<p>The Sole Bidder or the Lead Bidder 1. List and address of offices in Uttar Pradesh with GST registration OR Undertaking from authorized signatory to open the local office with GST registration.</p>

	within one month of signing the contract, if project is awarded	Within 90 days from issuance of LOI/ award of contract
5.	The Sole Bidder or the Lead bidder of consortium, in case of a Consortium, should possess any of the below Certifications which are valid at the time of bidding: <ul style="list-style-type: none"> • ISO 9001 • ISO 20000 • ISO 27001:2013 for Information Security Management System 	The Sole Bidder or the Lead Bidder 1. Copies of valid certificates in the name of the bidding entity
6.	The Sole bidder or the Lead Bidder and each members of the consortium member, in case of a Consortium, should not have been black-listed by any State / Central Government Department or Central /State PSUs as on bid submission date	The Sole Bidder or the Lead Bidder and all other Members of Consortium: Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by bidders' authorized signatory. In case of consortium, this needs to be provided by each of the consortium member.
7.	The sole bidder or lead bidder /consortium partner should have CMM level 5.	The Sole Bidder or the Lead Bidder 1. Copies of valid certificates in the name of the bidding entity
8.	The sole bidder or lead bidder should have completed at least two projects in Govt/ Semi Govt/ PSU; in the field of development and integration of citizen centric web portal / mobile app, database management /data warehousing/ business analytics / cloud applications on the date of release of NIT.	Completion Certificate issued and signed by the competent authority
9.	The Sole Bidder or any consortium member (in case of consortium) should have experience of Operation and	Copies of valid certificates in the name of the bidding entity

	maintenance of network comprising software, ICT hardware of minimum project value of INR 1 Crore per year in the last three years on the date of issue of NIT.	
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3.5 Technical Evaluation Framework

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

Section #	Evaluation Criteria	Total Marks	Minimum Sectional Qualifying Marks
A.	Sole bidder/Lead Bidder Profile	10	5
B.	Project Experience	50	25
C.	Approach & Methodology & Solutions proposed	15	7.5
D.	Proposed resources	25	12.5
Overall Technical Score Total		100	

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

- Minimum 50% of the maximum allotted marks in each section as given in the table above

AND

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

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

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

3.5.1 Technical Bid Criteria & Evaluation

SI	Criteria Category	Evaluation criterion details	Max. Marks Allotted	Supporting Documents required
A	Sole bidder/ Lead bidder Profile (Max. 10 marks)			
	Annual turnover	<p>Average annual turnover from “Specific Business Areas” as mentioned below for Sole bidder or Lead bidder (in case of consortium) over the last three Financial years</p> <p>Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> • More than INR 40 Crore = 7 marks • More than INR 30 Crore – up to INR 40 Crore = 6.5 marks • More than INR 20 Crore – up to INR 30 Crore = 6 marks • More than equal to INR 5 Crore - up to INR 20 Crore = 5 marks <p>“Specific Business Areas”</p> <ul style="list-style-type: none"> • Software Application Development including mobile app • Multiple Software application integration capability • Database Management • Business Analytics • ICT Infrastructure and System Integration • IoT/Cloud environment 	7	Sole Bidder or Lead Bidder of the Consortium: Certificate from the Statutory Auditor on turnover details from the “specific business areas” over the last three (3) financial years
	CMM Certification	<p>Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> • CMM level 5 =3 marks 	3	Sole Bidder or Lead Bidder of the Consortium: Certificate from competent authority
B	Project Experience (Max –50 marks)			
B1	Web Portal/mobile app	The Sole Bidder or lead member (in case of consortium) should have been awarded and successfully executed & commissioned project(s) related to development and integration of citizen	20	Sole Bidder/or lead Member of Consortium:

		<p>centric web portal / mobile app components or both having minimum value of INR 15 crore in India during last five years as on the date of release of RFP. .Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> • More than equal to 5 Project = 20 marks • 4 Project = 14 marks • 3 Project = 10 marks • 2 Project = 7 marks 	<p>1.Work order/ Contract clearly Highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>2.Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead OR Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the Competent authority of the</p>
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				client entity. The Authority reserves the right to contact the aforementioned Competent authority.
B2	City centric software Integration Projects	<p>The Sole Bidder or lead member (in case of consortium) should have experience in the field of City centric software Integration Projects</p> <p>Marks shall be allotted as below:</p> <ul style="list-style-type: none"> • Four Projects = 10 marks • Three Projects = 8 marks • Two Projects =6 marks 	10	<p>Sole Bidder/or lead Member of Consortium:</p> <p>1.Work order/ Contract clearly</p> <p>Highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>2.Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead</p> <p>OR Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by</p>

				<p>authorised signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client entity. The Authority reserves the right to contact the aforementioned competent authority.</p>
B3	Software Platform	<p>The Sole Bidder or lead member (in case of consortium) should have experience in developing and implementing IT software projects in India with Java /J2EE, Application Servers like JBoss or similar, HTML5/CSS3, mobile apps native languages (Android, iOS, Windows, Hybrid language like phonegap), User Experience in designing User Interfaces. At least 2 projects have been executed (documentary evidence to be provided as proof of delivery) with the above mentioned technology stack.</p> <p>Marks shall be allotted as below:</p> <ul style="list-style-type: none"> • Four Projects = 10 marks • Three Projects = 8 marks • Two Projects =6 marks 	10	<p>Sole Bidder/or lead Member of Consortium:</p> <p>1.Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>2.Completion Certificate issued & signed by the competent authority</p>

				<p>of the client entity on the entity's letterhead OR Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client entity. The Authority reserves the right to contact the aforementioned competent authority.</p>
B4	Operation & Maintenance	<p>The bidder must have experience of providing Handholding and Operational Manpower for Turnkey IT projects. Minimum no. of manpower per project should be 10.</p> <p>Marks shall be allotted as below:</p>	10	<p>Sole Bidder/or any Member of Consortium: 1.Work order/ Contract clearly</p>

		<ul style="list-style-type: none"> • Four Projects = 10 marks • Three Projects = 8 marks • Two Projects = 6 marks 	<p>highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>2.Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead OR Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client entity. The Authority</p>
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				reserves the right to contact the aforementioned competent authority.
C	Approach & Methodology & Solutions proposed (Max. 15 marks)			
C1	Robustness and quality	Adequacy, robustness and scalability of proposed solution	5	Assessment to be based on a note covering all requirements as mentioned submitted by Bidder.
C2	Understanding	<ul style="list-style-type: none"> • Demonstrated level of understanding of the scope of work and all aspects of the project • Project implementation plan/ Risk Mitigation Plan/ Strategy/SLA • Operations and maintenance plan including comprehensiveness of fall back strategy Presentation of solution 	10	Assessment to be based on a note covering all requirements as mentioned submitted by Bidder.
D	Proposed resources (Max. 25 marks)			
		<ul style="list-style-type: none"> • Project Director – 4 marks • Project Manager – 4 marks • Solution Architect – 3 marks • Network Architect (DC/DR Cloud) – 3 marks • Application Architect – 3 marks • DBMS Expert – 3 marks • GIS Specialist – 2 marks • QA Manager – 1.5 marks • Master Trainer – 1.5 marks 		

3.5.2 Key Personnel Criteria

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.

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 will have to be approved by the Authority.

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

Except for Project Director, all other proposed positions shall be Onsite throughout the entire project implementation phase.

SI #	Position	Minimum qualifications
1.	Project Director	<ul style="list-style-type: none"> a. Education: Full Time MBA/MCA/M. Tech & B. Tech/B.E. from a reputed institute b. Total Experience: At least 15 years in IT sector c. Should have more than 8 years of experience of handling such large projects
2.	Project Manager	<ul style="list-style-type: none"> a. Education: Full Time MBA/MCA/M. Tech & B. Tech/B.E. from a reputed institute b. Total Experience: At least 12 years in IT sector c. Should have more than 5 years of experience of handling such large projects as a project manager d. Should preferably have PMP or Prince2 certification
3.	Solution Architect	<ul style="list-style-type: none"> a. Education: Full time MCA/M. Tech/B. Tech/B.E. in CS/IT from a reputed institute b. Total Experience: At least 8 years in IT sector c. Should have experience of more than 3 years as Solution Architecture in large projects of similar nature
4.	Application Architect	<ul style="list-style-type: none"> a. B.Tech / M.Tech with at least 8 years from reputed Institute b. Should have designed enterprise level solutions of similar nature with experience working on the cloud network for at least 2 projects
5	Database Management System Expert	<ul style="list-style-type: none"> B.Tech / MTech in CS/IT/EC with at least 8 years from reputed Institute with certification in DBMS from reputed institute Should have designed enterprise level solutions comprising of data warehousing/ERP for at least 2 projects

6.	Network Architect (DC/DR-Cloud)	<ul style="list-style-type: none"> a) B.Tech / MTech with at least 8 years from a reputed Institute b) Should have experience in designing & implementing Network solutions for at least 3 similar projects. Preference will be given to the experts with CCNP Certifications. c) Any professional certification that relates to cloud computing/DC/DR, preferably CCNA(DC), CCNP (DC), DCDC(BICSI), CBCI, CBCP, etc
7.	GIS Specialist	<ul style="list-style-type: none"> a. Master in Geography with Post-Graduate Diploma in Remote Sensing & GIS/Master in Remote Sensing & GIS from reputed institute. b. 5 years of experience in Remote Sensing & GIS in Urban Sector c. Should have designed and implemented at least 2 solutions of similar nature
8.	QA Manager	<ul style="list-style-type: none"> a. B.Tech / M.Tech/MBA/MCA with from reputed institute b. Should have a minimum of 5 + years of experience
9.	Master Trainer	<ul style="list-style-type: none"> a. B.Tech / M.Tech/MBA/MCA with from reputed institute b. Should have a minimum 4 years of experience in conducting trainings for similar applications & Solutions

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

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

4 Award of Contract

4.1 Notification of Award

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

The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of PO/LOI.

On receipt of the Performance Bank Guarantee, Authority or the agency designated by Authority shall enter into a contract with the successful bidder. The Master Service Agreement is provided in RFP Volume III.

4.3 Performance Bank Guarantee (PBG)

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

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

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

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

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

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

In case the project is delayed beyond the project schedule as mentioned in RFP 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 Authority.

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

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

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, Authority may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which Authority may have against the bidder under the contract.

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

The successful bidder hereby warrants Authority that:

- i. The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any and provides

the functionality and performance, as per the terms and conditions specified in the contract.

- ii. The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
- iii. The successful bidder shall be responsible for warranty services from licensors of products included in the systems.
- iv. The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

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

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

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

5 Annexure 1 – Template for Pre-Bid Queries

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

SL #	RFP Volume, Section	RFP page no	Content in the RFP	Clarification sought

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

5.1 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.	<ul style="list-style-type: none"> · Copy of Certification of Incorporation/Registration Certificate · PAN card · GST registration · 		
6.	<p>Audited financial statements for the last three financial years</p> <p>And Certificate from the Statutory Auditor</p>		
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		

5.2 Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

Chief Executive Officer
Lucknow Smart City Limited
Triloknath Marg
Lalbagh-226001
Lucknow

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

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

Dear Sir,

With reference to your “**Request for Proposal for Selection of System Integrator for Implementation of Lucknow Smart City Solution for Authority**”, 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 Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR 5 Lakhs and Tender fee of INR 10000 only online through www.tenderwizard.com/LMC
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

- iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.

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

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

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

In case of any clarifications please contact _____ email at

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

5.3 Company profile

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

SL. NO.	PARTICULARS	DESCRIPTION OR DETAILS
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	Goods & Service Tax (GST) number	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	
11.	Role in Consortium (if applicable)	Brief scope of work in the consortium

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

C. Financial Turnover

The financial turnover of the company is provided as follows:

	2014 – 15	2015– 16	2016 – 17
Annual Turnover			

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

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

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

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

5.4 Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Lead Bidder:

Place

Date

To,

[]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of **System Integrator for Implementation of Lucknow Smart City Solutions**

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:

Declaration for Consortium Member:

(To be provided on the Company letter head)

{Place}

{Date}

To,

[]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of **System Integrator for Implementation of Lucknow Smart City Solutions for**

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:

5.5 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:

5.6 Total Responsibility Certificate

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

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

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

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

(Authorised Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal:

Date:

6 Annexure 3 – Formats for Submission of the Technical Bid

6.1 Technical Bid Check-List

SI #	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		

6.2 Technical Bid Covering Letter

Date: dd/mm/yyyy

To,

Chief Executive Officer
Lucknow Smart City Limited
Triloknath Marg
Lalbagh-226001
Lucknow

Subject: Request for Proposal for selection of **System Integrator for Implementation of Lucknow Smart City Solutions**

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 System Integrator for Implementation of Lucknow Smart City Solution”** do hereby propose to provide our services as specified in the bid submitted by us.

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

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

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

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 5 (a) of Section 9 of the RFP Volume I.

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

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

Thanking you,

Yours sincerely,

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

6.3 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							
7							

- *Client type – Indicate whether the client is Government or PSU or Private*
- *Project Components – Indicate the major project components like setting up of NOC, Wide Area Network, city/ public Wi-Fi, application development for security surveillance, command and control 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)*

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 6.7.

6.4 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.

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

7.5.2 Project Plan

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

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

Activity-wise Timelines

Sl. No.	Item of Activity	Month wise Program
----------------	-------------------------	---------------------------

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.	Role	Month wise time to be spent by each personnel (in days)						Total	
		Month 1	Month 2	Month 3	Month 12		
1	Project Director								Onsite
									Offsite
2	Project Manager								Onsite
3	Solution Architect (DC/DR)								Onsite
4	Application Architect								Onsite
5	Database Management System Expert								Onsite
6	GIS Specialist								Onsite
7	QA Manager								Onsite
8	Master Trainer								Onsite
9	Network Architect (DC/DR-Cloud)								Onsite

10	<Add more required>								
			Total						

II. After Go-Live (Operation & Maintenance)

Manpower distribution							
S. No.	Manpower	Years					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
1							Onsite/Offsite
2							Onsite/Offsite
3							Onsite/Offsite
4							Onsite/Offsite
5							Onsite/Offsite
6							Onsite/Offsite
7							Onsite/Offsite
8							Onsite/Offsite
9	<Add more rows as required>						Onsite/Offsite
		Tota I					

6.5 Details of Resources proposed

6.6.1 Summary of Resources proposed

Sl. No.	Name of the Resource	Proposed Role	Highest degree	Basic Qualification (E.g. B.Sc. or B.E. or MCA or Diploma)	Certifications (ex. PMI or ITIL or TOGAF or CCNP etc.)	Total Experience (in years)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

6.6 Curriculum Vitae (CV) of Team Members

1	Name:																								
1.	Proposed position or Role	<i>(only one candidate shall be nominated for each position)</i>																							
2.	Date of Birth		Nationality																						
3.	Education	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Qualification</th> <th style="width: 30%;">Name of School or College or University</th> <th style="width: 20%;">Degree Obtained</th> <th style="width: 25%;">Year of Passing</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Qualification	Name of School or College or University	Degree Obtained	Year of Passing																
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	<i>(as required for the Profile)</i>																							
6.	Certifications And Trainings attended																								
7.	Employment Record	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Employer</th> <th style="width: 30%;">Position</th> <th style="width: 20%;">From</th> <th style="width: 25%;">To</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p><i>[Starting with position and last 2 firms, list in reverse order, present giving</i></p>				Employer	Position	From	To																
Employer	Position	From	To																						

	<i>for each employment: dates of employment, name of employing organization, positions held.]</i>
--	---

1 Name:

--

8. Detailed (List all tasks to be performed under this project)

**Tasks
Assigned**

--	--

9. 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	

6.7 Compliance to Requirement (Technical / Functional Specifications)

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

6.8 Proposed Bill of Material

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

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

S. No	Subsystems / Items	UOM	Quantity exclusive of spares/consumables	Make & Model	Model Details	Unit Price	Full Compliance with RFP Requirements (Yes / No)
A	Variable Message Sign Boards						
1	Variable Message Sign (VMS) with Controller	Nos.	20				
2	VMS Workstation	Nos.	1				
3	VMS Mounting Structure	Nos.	20				
4	UPS for VMS (As per Bidder's Solution)	Set					
5	Any other Hardware or Software required meeting the RFP requirements of Environmental Monitoring System (Bidder to list individual items and provide costing).	Set					
B	Environmental Sensors						
1	Environmental Sensors-Hardware As per Bidder's Solution)	Set					
2	Digital Display Screen (DDS)	Nos.	5				
3	Any other Hardware or Software required	Set					

	meeting the RFP requirements of Environmental Monitoring System (Bidder to list individual items and provide costing).						
C	Control & Command Centre						
1	Video Wall with Controller (55" each)	Nos.	4				
2	Display Content Management System (DCMS) or Video Wall Management System	Nos.	1				
3	Video Walls Controller	Set					
4	Video Management Softwares	Set					
5	Teleconference Phone with Speakers	Nos.	2				
6	Ceiling Speakers (As per Bidders Solutions)	Set					
7	Operator Console	Nos.	10				
8	Operator Workstations	Nos.	10				
9	Multi-Functional Laser Printers including Scanner	Nos.	2				
10	Laser Printer	Nos.	2				
11.	Wireless Microphone System	Nos.	2				
12.	Audio Processor (As per Bidder's Solution)	Set					
13.	Audio Distribution Amplifier (As per Bidder's Solution)	Set					
14.	Audio Extractor (As per Bidder's Solution)	Set					
15.	Distribution Amplifier (As per Bidder's Solution)	Set					
16.	AV Auto Switcher	Set					
17.	USB KVM Extender	Set					
18.	Communication Cabinets with Racks (As per Bidder's Solution)	Set					

19.	Local On-Site Server (As per Bidder's Solution)	Set					
20.	Fire Detection and Suppression System	Set					
21.	CCTV System in Command & Control Room	Set					
22.	Access Control System	Set					
23.	Office Desktop	No	10				
24.	Online UPS (As per Bidders Solutions)						
25.	Diesel Genset (As per Bidders Solutions)						
26.	Setting up of temporary command & control centre	Set					
27.	Dismantling and relocation of temporary command & control centre to permanent locations	Set					
28.	Any other Hardware or Software required meeting the RFP requirements of Command and Control Centre (Bidder to list individual items and provide costing).	Set					
D	Application/Data Hosting						
1	Servers (As per Bidder's Solution)	Set					
2	Blade Chassis (As per Bidder's Solution)	Set					
3	Primary Storage (As per Bidder's Solution)	Set					
4	Secondary Storage (As per Bidder's Solution)	Set					
5	KVM Switch (As per Bidder's Solution)	Set					
6	Server Load Balancer (As per Bidder's Solution)	Set					
7	Tape Library (As per Bidder's Solution)	Set					
8	Fire Detection and Suppression System (As per Bidder's Solution)	Set					

9	Water Leak Detection System (As per Bidder's Solution)	Set					
10	Router	Set					
11	Switch	Set					
12	Any other Hardware or Software required meeting the RFP requirements (Bidder to list individual items and provide costing).	Set					
E	IT Infrastructures						
1	Firewall, Web Application, UTM, DDOS, Advanced Persistent Threat Solution	Set					
2	Databases	Set					
3	Link Load Balancer	Set					
4	Server Load Balancer	Set					
5	Antivirus	Set					
6	Enterprise Management System (BMS, Helpdesk etc.)	Set					
6	Any other Hardware or Software required meeting the RFP requirements of IT Infrastructure (Bidder to list individual items and provide costing).	Set					
H	Other Hardware's/Softwares						
1	Any other Hardware or Software required meeting the RFP requirements (Bidder to list individual items and provide costing).						

6.9 Manufacturers'/Producers' Authorization Form

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

Date:

To,

Chief Executive Officer
Lucknow Smart City Limited
Triloknath Marg
Lalbagh-226001
Lucknow

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

Thanking you,

Yours faithfully,

(Signature)

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

Authorised Signatory

Name:

Designation:

Place:

Date:

6.10 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 Lucknow Smart City Solutions** in Lucknow, Uttar Pradesh against the RFP issued by Authority, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

7 Annexure 4 – Formats for Submission of the Commercial Bid

7.1 Total Price Summary

S.no	Head	Amount in Rs	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)		

7.2 Price component for CAPEX:

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

For Supply, Installation and Commissioning						
S. No.	Line Item	Unit of Measurement (UOM)	Quantity Proposed	Unit Base Price (in Rs.)	All taxes, levies, duties etc. as applicable (in Rs.) (per unit)	Total Pricing Including All taxes, levies, duties etc. as applicable (in Rs.)
1	2	3	4	5	6	7=(5+6)*4
A	Variable Message Sign Boards					
1	Variable Message Sign (VMS) with Controller	Nos.	20			
2	VMS Workstation	Nos.	1			
3	VMS Mounting Structure	Nos.	20			
4	UPS for VMS (As per Bidder's Solution)	Set				
B	Environmental Sensors					
1	Environmental Sensors-Hardware As per Bidder's Solution)	Set				
2	Digital Display Screen (DDS)	Nos.	5			

C	Control & Command Centre					
1	Video Wall with Controller (55" each)	Nos.	4			
2	Display Content Management System (DCMS) or Video Wall Management System	Nos.	1			
3	Video Walls Controller	Set				
4	Video Management Softwares	Set				
5	Teleconference Phone with Speakers	Nos.	2			
6	Ceiling Speakers (As per Bidders Solutions)	Set				
7	Operator Console	Set				
8	Operator Workstations	Set.				
9	Multi-Functional Laser Printers including Scanner	Nos.	2			
10	Laser Printer	Nos.	2			
12	Wireless Microphone System	Nos.	2			
13	Audio Processor (As per Bidder's Solution)	Set				
14	Audio Distribution Amplifier (As per Bidder's Solution)	Set				
15	Audio Extractor (As per Bidder's Solution)	Set				

16	Distribution Amplifier (As per Bidder's Solution)	Set				
17	AV Auto Switcher	Set				
18	USB KVM Extender	Set				
19	Communication Cabinets with Racks (As per Bidder's Solution)	Set				
20	Local On-Site Server (As per Bidder's Solution)	Set				
21	Fire Detection and Suppression System	Set				
22	CCTV System in Command & Control Room	Set				
23	Access Control System	Set				
24	Office Desktop	No	10			
25	Online UPS (As per Bidders Solutions)					
26	Diesel Genset (As per Bidders Solutions)					
27	Setting up of temporary command & control centre	Set				
28	Dismantling and relocation of temporary command & control centre to permanent locations	Set				

D	Application/Data Hosting					
1	Servers (As per Bidder's Solution)	Set				
2	Blade Chassis (As per Bidder's Solution)	Set				
3	Primary Storage (As per Bidder's Solution)	Set				
4	Secondary Storage (As per Bidder's Solution)	Set				
5	KVM Switch (As per Bidder's Solution)	Set				
6	Server Load Balancer (As per Bidder's Solution)	Set				
7	Tape Library (As per Bidder's Solution)	Set				
8	Fire Detection and Suppression System (As per Bidder's Solution)	Set				
9	Water Leak Detection System (As per Bidder's Solution)					
10	Router	Set				
11	Switch	Set				
E	IT Infrastructures					
1	Firewall, IPS/IDS, Advanced Persistent Threat Solution	Set				
2	Databases	Set				

3	Link Load Balancer	Set				
4	Server Load Balancer	Set				
5	Antivirus	Set				
6	Enterprise Management System (SLA, BMS, Helpdesk etc.)	Set				
H	Security Audit					
1	Security Audit of the overall system before Go-Live	SET				
Total CAPEX Price						

Total CAPEX Price (in words) - _____

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

7.3 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)	
		Opex Cost (A)	*NPV = A*0.909	Opex Cost (B)	*NPV = B*0.826	Opex Cost (C)	*NPV = C*0.751	Opex Cost (D)	*NPV = D*0.683	Opex Cost (E)	*NPV = E*0.621
1.	Integrated Command & Control Centre										
2.	Lucknow Smart City Website										
3.	LSCL Mobile App										
4.	GIS City Portal										
5.	Variable Message Sign Boards										
6.	Environmental Sensors										
7.	Bandwidth										
8.	Handholding and Training price										
	Total OPEX price										
	Total Net Present Value (NPV)*										

Total OPEX Price (in words) - _____

***Total NPV is for evaluation purpose only**

8 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 [*Authority*] (hereinafter called “the Authority”)

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

Date _____

Place _____

Witness

Signature _____

Printed
name _____

(Bank's common seal)

9 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 <<Authority>> .

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

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Authority during the period of validity of bid

- (a) Withdraws his participation from the bid during the period of validity of bid document; or
- (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed 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:

10 Annexure 6 – Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at _____, are desirous of bidding for RFP No. <<>> dated <<DD-MM-2017>> **“Request for Proposal for Selection of System Integrator for Implementation of Lucknow Smart City Solutions ”** (hereinafter called the said 'RFP') to the **“Lucknow Smart City Limited”**, hereinafter referred to as 'Authority'

and,

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

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

It is hereby agreed as under:

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

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

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. to treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

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

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or

indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and or or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.

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

For and on behalf of:

(BIDDER)

Authorised Signatory

Name:

Designation:

Office Seal:

Place:

Date :

11 Annexure 7 - Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

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

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2017 at [Place] among _____ (hereinafter referred to as "____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred 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 DIT, Govt. of [State] has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in **Request for Proposal for Selection of System Integrator for Implementation of [City] Smart City Solutions for Authority:**

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

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

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the **"Request for Proposal for Selection of Agency for Selection of Agency for Implementation of [City] Smart City Solutions"** as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for **"Request for Proposal for Selection of Agency for Selection of Agency for Implementation of [City] Smart City Solutions"** for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
 - a. To ensure the technical, commercial and administrative co-ordination of the work package
 - b. To lead the contract negotiations of the work package with the Authority.
 - c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____
Party B: _____
Party C: _____
- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in *[State]* shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

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

Witness:

- i. _____
- ii. _____

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

POWER OF ATTORNEY

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

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

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

(Add in the case of a Consortium)

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

Dated this the _____ day of _____ 2017

(Signature and Name of authorized signatory)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

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

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

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

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

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

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

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

Dated this the _____ day of _____ 2017

(signature)

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

Witness 1

Witness 2

Notes:

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

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