

**DMIC Integrated Industrial Township Greater Noida Limited
National Competitive Bidding (NCB)**

**REQUEST FOR QUALIFICATION (RFQ) CUM
REQUEST FOR PROPOSAL (RFP)**



(Ref No: DMIC IITGNL/2020-21/70)

**APPOINTMENT OF MASTER SYSTEM INTEGRATOR (MSI)
FOR
SUPPLY, IMPLEMENTATION, INTEGRATION, OPERATIONS AND MAINTENANCE
OF SMART CITY ICT COMPONENTS
AT INTEGRATED INDUSTRIAL TOWNSHIP (IIT), GREATER NOIDA**

VOLUME I : INSTRUCTIONS TO BIDDER

August 2020

**DMIC Integrated Industrial Township Greater Noida Limited
(DMIC IITGNL)**

11th Floor, Tower-1, Plot No.-1, Knowledge Park-IV,
Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308
Phone: +91 120 2336044, +91 120 2336045, www.iitgnl.com



**DMIC INTEGRATED INDUSTRIAL TOWNSHIP GREATER NOIDA LIMITED
NATIONAL COMPETITIVE BIDDING (NCB)**

**APPOINTMENT OF MASTER SYSTEM INTEGRATOR (MSI)
FOR
SUPPLY, IMPLEMENTATION, INTEGRATION, OPERATIONS AND MAINTENANCE
OF SMART CITY ICT COMPONENTS
AT INTEGRATED INDUSTRIAL TOWNSHIP (IIT), GREATER NOIDA**

DMIC INTEGRATED INDUSTRIAL TOWNSHIP GREATER NOIDA LIMITED (DMIC IITGNL)

REQUEST FOR QUALIFICATION (RFQ)

CUM

REQUEST FOR PROPOSAL (RFP)

Volume I – Instruction to Bidders

(Ref No: DMIC IITGNL/2020-21/70)

August 2020

**DMIC Integrated Industrial Township Greater Noida Limited
(DMIC IITGNL)**

CIN: U74900UP2014PLC063430

11th Floor, Tower-1, Plot No.-1, Knowledge Park-IV,
Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308

www.iitgnl.com

Phone: +91 120 2336044, +91 120 2336045

Email: info@iitgn.com



DMIC IITGNL

**DMIC Integrated Industrial Township Greater Noida Limited
NATIONAL COMPETITIVE BIDDING (ICB)**

**RFQ cum RFP for Appointment of Master System Integrator (MSI) for Supply,
Implementation, Integration, Operations and Maintenance of Smart City ICT
Components at Integrated Industrial Township (IIT), Greater Noida**

(Ref No: DMIC IITGNL/2020-21/70)

DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL), a SPV between the Greater Noida Industrial Development Authority (GNIDA) and the National Industrial Corridor Development and Implementation Trust (NICDIT), invites RFQ cum RFP from interested bidders for Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components at Integrated Industrial Township, Greater Noida in Uttar Pradesh. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFQ cum RFP document uploaded on the website: <https://etender.up.nic.in>, <https://www.iitgnl.com/> and www.nicdc.in

Interested Bidders are requested to submit their online responses to the RFQ cum RFP on or before 14th September 2020, 5:00 PM. Non-refundable processing fee of INR 1,18,000/- (Indian Rupees One Lakhs Eighteen Thousand only) inclusive of applicable GST and shall be paid by bidders through NEFT/RTGS as per details mentioned in the Instructions to Bidders section. RFQ cum RFP Documents shall be submitted online only on <https://etender.up.nic.in>. NIC/UPLC (UP Electronics Corporation Ltd) registration is compulsory to submit RFQ cum RFP documents on above mentioned website. There will be no physical/hard bound submission of Proposal and the documents shall be submitted online only. The Pre-Bid meeting will be held on 17/08/2020 at 3:00 P.M. IST and last date for bid submission is 14/09/2020, 5:00 P.M IST. The estimated cost of the Project is INR 85.12 Crores (Exclusive of GST).

Any queries must be addressed to:

CEO & MD, DMIC Integrated Industrial Township Greater Noida Limited

11th Floor, Tower-1, Plot No-1, Knowledge Park-IV, Greater Noida, G. B. Nagar, Uttar Pradesh- 201308; CIN: U74900UP2014PLC063430.

Phone: +91-120-2336044/5; website: www.iitgnl.com;

Email: info@iitgnl.com; navneet@iitgnl.com

Instructions to Bidder for e-Tendering

1. Accessing/Purchasing of BID documents

- (i) It is mandatory for all the bidders to have Class-II/III Digital Signature Certificate (DSC) which will be compatible with e-procurement website <https://etender.up.nic.in> (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e- tendering of DMIC IITGNL.
- (ii) DSC should be in the name of the authorized signatory as authorized in Appendix 4 or Appendix 6 of the submitted Proposal. It should be in corporate capacity (that is in Bidder capacity, or in case of Joint Venture (JV), in the Project in Charge (Lead Bidder) capacity, as applicable). Please ensure the submission of document certifying the Class II/III DSC.
- (iii) To participate in the Bidding, it is mandatory for the Bidder to register their firm / Joint Venture with e-tendering portal of the Client, to have user ID & password which has to be obtained by submitting the applicable fee & necessary documents. Validity of online registration is one year. Following may kindly be noted:
 - (a) Registration should be valid at least up to the date of submission of Proposal;
 - (b) Proposals can be submitted only during the validity of their registration;
 - (c) The amendments / clarifications to the BID document, if any, will be hosted on the website www.etender.up.nic.in and will be part of bid document. Addendum to Bid document will also be available on websites of NICDIT (www.nicdc.in) and DMIC IITGNL (www.iitgnl.com) for access and download. No further advertisement will be issued by DMIC IITGNL regarding any addendum or instructions to bidders. Bidders are advised to visit DMIC IITGNL's website and get themselves updated about any corrigendum or addendum to the bid document.
 - (d) If the firm / Joint Venture is already registered with e-tendering portal of Client and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.
- (iv) The complete BID document can be viewed / downloaded from e-tender portal www.etender.up.nic.in or website of DMIC Integrated Industrial Township Greater Noida Limited www.iitgnl.com or website of NICDC www.nicdc.in from the date & time mentioned in the Bid Data Sheet. After downloading / getting the BID document, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- (v) To participate in Bidding, Bidders have to pay through online mode (NEFT/RTGS) a bid processing fee of INR 1,18,000 (Indian Rupees One Lakhs Eighteen Thousand only) including applicable GST) towards processing fee for BID (non- refundable) and EMD (Bid Security) is also to be furnished by the Bidder for the amount of INR 2,00,00,000 (Indian Rupees Two Crore only) in the form of Demand Draft / Bank Guarantee (BG) as per the format mentioned in Appendix 3, issued from a scheduled Bank in the name of the Client.
- (vi) Bank details of Client required for online mode:
 - Beneficiary Name** : DMIC Integrated Industrial Township Greater Noida Limited
 - Address** : 11th Floor, Tower-1, Plot No.-1, Knowledge Park-IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308
 - Name of the Bank** : Bank of Baroda
 - Branch address** : Sector- Gamma – II, Greater Noida branch

Account No. : 98250200000388
IFSC Code : BARB0GAMNOI

2. Preparation & Submission of BIDs

The Bidder shall submit his BID online following the instruction appearing on the screen. A Bidder manual Kit as well as FAQs and Help for Contractors containing the detailed guidelines for e-procurement is available on e-procurement portal at <https://etender.up.nic.in/nicgep/app>. The Bidders are requested to refer the same for preparation & submission of bids

- (i) The size of bid documents shall be as per the instructions given under Help for Contractors section at e-tendering portal <https://etender.up.nic.in/nicgep/app>;
- (ii) BID must be submitted online only through e-procurement portal of the Client, using the digital signature of authorized representative of the Bidder on or before 14th September 2020 (up to 1700 Hours IST).

3. Modification / Substitution / Withdrawal of BIDs

- (i) The Bidder may modify, substitute or withdraw its e- BID after submission prior the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time;
- (ii) Any alteration / modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Client, shall be disregarded;
- (iii) For modification of e-BID, Bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID;
- (iv) For withdrawal of BID, Bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID;
- (v) It may specifically be noted that once a bid is withdrawn for any reason, a Bidder cannot re-submit the e-BID.

4. Opening & Evaluation of BIDs

- (i) Opening and evaluation of BIDs will be done through online process;
- (ii) Prior to evaluation of BIDs, the DMIC IITGNL shall determine whether each BID is responsive as per Instruction to Bidders as per e-tendering process.
- (iii) The online payment facility for the submission of Bid Processing Fee, which is payable to e-tender [service provider, has been enabled on e – Tender Portal <https://etender.up.nic.in>].

Disclaimer

1. This RFQ cum RFP document is neither an agreement nor an offer or invitation by the DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL) to the prospective Bidders or any other person. The information contained in this Request for Qualification cum Request for Proposal document (the "RFQ cum RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of DMIC IITGNL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.
2. DMIC IITGNL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP document and it is not possible for DMIC IITGNL to consider particular needs of each party who reads or uses this RFQ cum RFP document. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by DMIC IITGNL in relation to the consultancy/scope. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtain independent advice from appropriate sources.
3. Information provided in this RFQ cum RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMIC IITGNL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. DMIC IITGNL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ cum RFP or arising in any way for participation in this Bidding Process.
5. DMIC IITGNL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ cum RFP.
6. DMIC IITGNL will not have any liability to any prospective Master Systems Integrator Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP document, any matter deemed to form part of this RFQ cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DMIC IITGNL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. DMIC IITGNL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFQ cum RFP.
7. DMIC IITGNL will not be responsible for any delay in receiving the proposals. DMIC IITGNL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ cum RFP Application.
8. DMIC IITGNL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ cum RFP. The issue of this RFQ cum RFP does not imply that DMIC IITGNL is bound to select a Bidder or to appoint the Selected Bidder JV or Contractor, as the case may be, for the Project and DMIC IITGNL

reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DMIC IITGNL or any other costs incurred in connection with or relating to its BID. All such costs and expenses shall remain with the Bidder and DMIC IITGNL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.
10. Nothing in this RFQ cum RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.
11. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of DMIC IITGNL or to any other person in a position to influence the decision of DMIC IITGNL for showing any favour in relation to this RFQ cum RFP or any other contract, shall render the Bidder to such liability/penalty as DMIC IITGNL may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
12. This RFQ cum RFP including the selection process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gautam Budh Nagar and High Court of Lucknow, Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
13. Each Bidder's procurement of this RFQ cum RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFQ cum RFP, the recipient agrees that this RFQ cum RFP and any information herewith supersedes documents(s) or earlier information, if any, in relation to the subject matter hereto.
14. DMIC IITGNL reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP document. Such revisions to the RFQ cum RFP / amended RFQ cum RFP will be made available on the website www.etender.up.nic.in and will be part of bid document. Such modification/amendment to Bid document will also be available on websites of NICDC (www.nicdc.in) and DMIC IITGNL (www.iitgnl.com) for access and download.
15. The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Bidder in order to receive clarification or further information;
 - c) Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

Table of Contents

SECTION 1. LETTER OF INVITATION.....	8
SECTION 2. INSTRUCTIONS TO BIDDERS AND BID DATA SHEET	10
A. GENERAL PROVISIONS	12
B. THE BIDDING DOCUMENTS.....	27
C. PREPARATION OF PROPOSALS	29
D. SUBMISSION, OPENING AND EVALUATION	37
E. NEGOTIATIONS AND AWARD	44
F. BID DATA SHEET.....	46
SECTION 3. QUALIFICATION DOCUMENTS AND TECHNICAL PROPOSAL - STANDARD FORMS	60
SECTION 4. FINANCIAL PROPOSAL (PRICE SCHEDULE) - STANDARD FORMS	107
SECTION 5. CORRUPT AND FRAUDULENT PRACTICES.....	136

Section 1. Letter of Invitation

Greater Noida

Date: 04th August 2020

1. Introduction

Government of India (GoI) has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed multi-modal high axle load Dedicated Freight Corridor (DFC) between Delhi and Mumbai. The corridor covers approximately 1483 km and passes through six (6) states. To tap the development potential of the proposed freight corridor, a band spanning 150 km on both sides of the freight corridor has been identified as the 'Influence Region' and is proposed to be developed as DMIC. The multi-billion dollar DMIC is one of the largest infrastructure and economic development programs in India's history. GoI's national Programme "Make-In-India" has the mandate to promote the manufacturing sector in a comprehensive manner. The programme aims to facilitate investment, foster innovation, enhance skill development, protect intellectual property, and build best-in-class manufacturing infrastructure in India. Overall, the contribution of manufacturing sector to the GDP of India is still lower as compared to that of other fast developing economies of countries like Thailand, China, Indonesia and Malaysia. Through this "Make-In-India" Programme, GoI aims to enhance the contribution of manufacturing sector to the country's GDP and aims to surpass the contribution realized in other developing economies. NICDIT with the development of DMIC project plays a key role in realizing this GoI's vision of Make-In-India.

Thus, what is seen is that at the national level, there is clearly an opportunity to steer industrial corridor development in a collective and coordinated fashion.

At the state level in Uttar Pradesh, of the nodes to be developed as a part of the DMIC corridor, the Delhi Noida Ghaziabad Investment Region (DNGIR) in Uttar Pradesh comprises of the Integrated Industrial Township, Greater Noida (IIT). The development of IIT, Greater Noida is being carried out through DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL), a special purpose vehicle (SPV) between the Greater Noida Industrial Development Authority (GNIDA) and National Industrial Corridor Development and Implementation Trust (NICDIT).

The Integrated Industrial Township, Greater Noida will spur demand for a wide array of spin-off businesses and will offer the full array of services required for a mega-scale industrial park and the communities located within it. As such, the Integrated Industrial Township, Greater Noida is expected to generate huge employment and to add value and exports to Greater Noida and Uttar Pradesh as a whole.

The broad vision for the Integrated Industrial Township, Greater Noida is to become a 'showcase of Uttar Pradesh's leading manufacturing industries' with the following principles:

- Integrate smart growth within a new sustainable township;
- Identify high-value manufactured products with high export potential;
- Maintain a unique cultural heritage;
- Provide a healthy quality of life.

The paradigm shift towards modern cities includes a strong need to have integrated and connected infrastructure with a focus on citizen-centric services. The overall vision of DMIC IITGNL includes positioning of Information & Communications Technology (ICT) as the key enabler to integrate various functions of the city development and operations, provide advanced and affordable services to the citizens/allottees along with efficient governance and management of the city operations. ICT will enable creation of a sustainable eco-system of the government, industries/ businesses, social infrastructure with an overall citizen-centric development. It will enable DMIC IITGNL to be an efficient and tech-savvy organization that will truly leverage ICT for its operations and decision making. ICT will cultivate the development of a digital and connected city which ultimately helps in promoting and sustaining economic growth and development.

This RFQ cum RFP is for the appointment of a Master System Integrator (MSI) that shall be responsible for supply, implementation, integration, operations and maintenance of smart city ICT components for Integrated Industrial Township, Greater Noida. The MSI shall be responsible for complete turnkey of the system including the design, supply, installation, testing, integration, commissioning, operation and maintenance of the components that are being provided as part of this Project.

2. Objectives

The objective of this RFQ cum RFP is to appoint a Master System Integrator (MSI) for **Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components at Integrated Industrial Township (IIT) under the DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL).**

3. The MSI will be selected under Least Cost Based Selection (LCBS) and procedures described in this RFQ cum RFP.

4. The RFQ cum RFP includes the following documents:

VOLUME I: Instruction to Bidders

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Bidders

SECTION 3: Qualification Documents and Technical Proposal – Standard Forms

SECTION 4: Financial Proposal (Price Schedule) – Standard Forms

SECTION 5: Corrupt and Fraudulent Practices

VOLUME II: Standard Form of Contract

SECTION 1: Contract Agreement

SECTION 2: General Conditions of Contract (GCC)

SECTION 3: Special Conditions of Contract (SCC)

SECTION 4: Service Levels

VOLUME III: Terms of Reference

SECTION 1: Introduction

SECTION 2: Project Overview and Components

SECTION 3: Detailed Scope of Work

SECTION 4: Roles and Responsibilities

SECTION 5: Implementation Schedule (Activities, Milestones and Deliverables)

APPENDIX A: Standards (For Reference Only)

All clarifications/ corrigendum will be published on website www.etender.up.nic.in and will be part of bid document. Such document shall also be available on NICDC website (www.nicdc.in) and DMIC IITGNL website (www.iitgnl.com) for access and download.

Yours sincerely

CEO and Managing Director
DMIC IITGNL

Section 2. Instructions to Bidders and Bid Data Sheet

Table of Contents

A. GENERAL PROVISIONS.....	12
DEFINITIONS.....	12
1. INTRODUCTION	14
2. CONFLICT OF INTEREST	17
3. CORRUPT AND FRAUDULENT PRACTICES.....	20
4. ELIGIBILITY.....	20
5. QUALIFICATIONS OF THE BIDDER	21
6. SITE VISIT.....	24
7. ACKNOWLEDGEMENT BY BIDDER	25
8. RIGHTS OF THE CLIENT	25
B. THE BIDDING DOCUMENTS	27
9. BIDDING DOCUMENTS	27
10. CLARIFICATION AND AMENDMENT OF THE RFQ CUM RFP	27
C. PREPARATION OF PROPOSALS.....	29
11. GENERAL CONSIDERATIONS	29
12. COST OF PREPARATION OF PROPOSAL	29
13. LANGUAGE.....	29
15. ONLY ONE PROPOSAL	29
16. PROPOSAL VALIDITY	29
17. QUALIFICATION DOCUMENTS AND TECHNICAL PROPOSAL FORMAT	30
18. FINANCIAL PROPOSAL	34
19. EARNEST MONEY DEPOSIT/BID SECURITY	36
20. FORFEITURE OF EMD	36
21. PERIOD OF VALIDITY OF BIDS.....	37
22. BID DOCUMENTS AND PROCESSING FEES.....	37
D. SUBMISSION, OPENING AND EVALUATION.....	37
23. SUBMISSION, SEALING, AND MARKING OF PROPOSALS	37
24. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS.....	38
25. PERFORMANCE SECURITY	39
26. OPENING OF PROPOSALS	39
27. CONFIDENTIALITY	40
28. RESPONSIVENESS AND ELIGIBILITY TESTS.....	40
29. EVALUATION OF TECHNICAL PROPOSALS	41
30. PUBLIC OPENING OF FINANCIAL PROPOSALS	42
31. CORRECTION OF ERRORS.....	43
E. NEGOTIATIONS AND AWARD.....	44
32. NEGOTIATIONS	44
33. CLIENT'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD.....	44
34. AWARD OF CONTRACT	45
F. BID DATA SHEET.....	46

ANNEXURE 1: TEMPLATE FOR PRE-BID QUERIES 59

A. General Provisions

Definitions	<p>(a) “Affiliate” means, in relation to a Bidder, a person who controls or is controlled by such Bidder, or a person who is under the common control of the same person who controls such Bidder.</p> <p>(b) “Applicable Law” means all laws in force and effect in India, as on the date of the RFQ cum RFP, or which may be promulgated or brought into force and effect after the date of the RFQ cum RFP, including all regulations, rules and notifications made thereunder and all judgments, decrees, bye-laws, guidelines, injunctions, writs, orders, directives and notifications issued by any court or Authority, as may be in force and effect during the subsistence of the RFQ cum RFP and applicable to either Party, their obligations or this Contract, from time to time.</p> <p>(c) “Bidder” means any firm/organization that submits a Proposal pursuant to this RFQ cum RFP.</p> <p>(d) “Bid Data Sheet” or “BDS” means the data sheet set out in Part F of Section 2 with specific details and information to supplement (and not override) the general provisions set out in Part A of the ITB.</p> <p>(e) “CEO” means Chief Executive Officer of the Client.</p> <p>(f) “Clause” means a clause of the ITB.</p> <p>(g) “Client” means DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL), the implementing agency that will sign the Contract for the Services with the selected Bidder.</p> <p>(h) “Companies Act” means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013 and amendment thereto, to the extent applicable.</p> <p>(i) “Contract” means the legally binding written agreement to be executed between the Client and the successful Bidder. A draft of the Contract is set out in Volume II and includes all the documents listed in Clause 1 of the draft Contract (i.e., the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), Service Level Agreement and the Appendices and the annexures).</p> <p>(j) “Control” in relation to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly.</p> <p>(k) “Day” means a calendar day, unless indicated otherwise.</p> <p>(l) “Eligibility Criteria” means, collectively, the financial eligibility criteria and the technical eligibility criteria specified in the Bid Data Sheet and the other eligibility criteria specified in Clauses</p>
--------------------	---

	<p>2, 3, 4 and 5, which a Bidder is required to satisfy to be qualified as an eligible Bidder for award of the Contract.</p> <p>(m) “EMD” shall have the meaning ascribed to it in Clause 19.</p> <p>(n) “Financial Proposal” means the financial proposal of the Bidder comprising the documents set out in Clause 18.</p> <p>(o) “GoI” means the Government of India.</p> <p>(p) “GoUP” means the Government of Uttar Pradesh.</p> <p>(q) “IIT” means Integrated Industrial Township, Greater Noida</p> <p>(r) “ITB” mean the Instructions to Bidders set out in Section 2 of the RFQ cum RFP that provides the Bidders with all the information needed to prepare their Proposals.</p> <p>(s) “Key Expert” means an individual proposed by the Bidder to provide the Services or any part thereof (required of MSI under this RFQ cum RFP), who has the minimum qualification and experience as specified in in RFQ cum RFP.</p> <p>(t) “Master System Integrator (MSI)” means successful Bidder selected by the Client in accordance with this RFQ cum RFP to enter into the Contract to execute the Work.</p> <p>(u) “MD” means the Managing Director of the Client.</p> <p>(v) “Module” means a component of the Smart City ICT Components Project in relation to which the Bidder is required to provide the Solution and Services, as described in greater detail in the RFQ cum RFP.</p> <p>(w) “Performance Security” shall have the meaning ascribed to it in Clause 25.</p> <p>(x) “Person” means any individual, company, corporation, firm, and partnership, trust, sole proprietor, limited liability partnership, co-operative society, Government Company or any other legal entity.</p> <p>(y) “Personnel” means, collectively, Key Experts and any other personnel proposed to be engaged by a Bidder, if selected as the successful Bidder, to provide the Solutions and Services.</p> <p>(z) “Proposal” means the submissions made by a Bidder pursuant to the RFQ cum RFP, which will include the Qualification Documents, Technical Proposal and the Financial Proposal.</p> <p>(aa) “Proposal Due Date” means the last date for submission of the Proposals, as specified in the Bid Data Sheet.</p> <p>(bb) “Qualification Documents” means the documents submitted by the Bidder to demonstrate its eligibility in accordance with Clause 17.</p>
--	---

	<p>(cc) “RFQ cum RFP” means this, Request For Qualification cum Request For Proposal dated along with its schedules, annexures and appendices and includes any subsequent amendment issued by the Client.</p> <p>(dd) “Services” means the work to be performed by the Bidder pursuant to the Contract, as described in greater detail in the RFQ cum RFP document.</p> <p>(ee) “Technical Proposal” means the technical proposal of the Bidder comprising the documents set out in Clause 17.</p>
1. Introduction	<p>1.1 The Client named in the data sheet will select a firm/ organization (Master System Integrator), in accordance with the method of selection specified in the data sheet. Bidders are advised that the selection of Master System Integrator shall be on the basis of an evaluation by Client through the selection process specified in this RFQ cum RFP (the “Selection Process”). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client’s decisions are without any right of appeal whatsoever. The Bidders shall submit the Proposal in the form and manner specified in this RFQ cum RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the successful Bidder shall be required to enter into a contract with the Client in the form specified in this RFQ cum RFP.</p> <p>1.2 The Bidders are invited to submit Qualification Documents, Technical and Financial Proposals (collectively called as “the Proposal”), as specified in the Bid Data Sheet, for the services required for the Project. Bidder should take into account any corrigendum published on the tender document before submitting their bids. The term “Applicant/Bidder” refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Master System Integrator. The Master System Integrator shall carry out the Project in accordance with the Terms of Reference of this RFQ cum RFP. The Contract (present in Volume II), which will be signed between the Client and the successful Bidder is for a term of as specified in Bid Data Sheet (including implementation, defect liability and maintenance period), for which term may be extended at the discretion of the Client on mutually acceptable terms and conditions. However, the Client reserves the right to reject any proposal by the selected bidder for extension of the term for any reason of delay attributable to the selected Bidder.</p> <p>1.3 The Client has adopted a single-stage bid process for selection of the successful Bidder. Bidders who are eligible in accordance with Clauses 2, 3, 4 and 5 of the RFQ cum RFP are invited to submit their Proposals for providing the required Solution and Services, which will consist of three parts: (a) Qualification</p>

	<p>Documents; (b) Technical Proposal; and (c) Financial Proposal, each in the formats specified in Section 3 and 4.</p>
1.4	<p>Brief Description of the Selection Process: The Client has adopted a three part selection process for evaluating the Proposals. The Bids shall comprise of three parts namely Qualification Documents, Technical and Financial Proposals:</p> <ul style="list-style-type: none"> (a) The first stage will involve qualification of the Bidders based on evaluation of their Qualification Documents to determine compliance with the Eligibility Criteria. Only those Bidders who are found to meet the Eligibility Criteria will be qualified for the next stage; (b) In the second stage, the Technical Proposals of the eligible and qualified Bidders will be evaluated to determine compliance with the requirements of this RFQ cum RFP. Only those Bidders who score at least the minimum qualifying technical score, as specified in the Bid Data Sheet, on their Technical Proposals will be eligible for evaluation of their Financial Proposals in the third and final stage; (c) In the third and final stage, the Financial Proposals of the eligible and qualified Bidders whose Technical Proposals have received at least the minimum qualifying technical score will be opened and evaluated and will be scored in accordance with the method specified in the Bid Data Sheet. The Proposals of the qualified Bidders will be finally ranked on the basis of Least Cost Based Selection (LCBS); (d) The first ranked Bidder shall be issued the Letter of Award (LoA) while the second ranked Bidder will be kept in reserve till the Selected Bidder provides written acceptance of the LoA. The first ranking Bidder may be invited to participate in negotiations with the Client in accordance with Clause 32. Following receipt of the letter of award, the Bidder will furnish the Performance Security in accordance with Clause 25, fulfil any other conditions specified in the letter of award and execute the Contract with the Client within the specified time.
1.5	<p>The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Bidders may attend the pre-bid meeting, which will be held on the date specified in the Bid Data Sheet, during which the Bidders will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFQ cum RFP. Attending any such pre-bid meeting is optional and is at the Bidders' expense. The maximum number of participants from a Bidder, who choose to attend the pre-bid meeting shall not be more than two (2) per</p>

	<p>Bidder. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.</p>
1.6	<p>The statements and explanations contained in the RFQ cum RFP are intended to provide the Bidders with an understanding of the scope of the Supply and Services required. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Bidder, as set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Bidder or the scope of the Supply and Services or the terms of the Contract.</p> <p>Consequently, any omissions, conflicts or contradictions in the RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent. The Client will not entertain any claims on account of such omissions, conflicts or contradictions.</p>
1.7	<p>The Client will endeavor to provide to the Bidders, in a timely manner and at no additional cost, the inputs, relevant project data, responses to queries and reports required for the preparation of the Proposals as specified in the Bid Data Sheet. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFQ cum RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Bidders towards preparation of their Proposals. The Bidders are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.</p>
1.8	<p>Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
1.9	<p>The Client will endeavor to adhere to the timelines set out in the Bid Data Sheet for carrying out the bid process and award of the Contract.</p>
1.10	<p>It will be assumed that Bidders will have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Proposals.</p>
1.11	<p>Client requires that the Master System Integrator provides professional, objective, and impartial advice and at all times</p>

		hold Client's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Master System Integrator shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.
2. Conflict of Interest	<p>2.1 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract. In the event of disqualification, Client shall forfeit and appropriate the EMD or Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Client for, inter alia, the time, cost and effort of Client including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Client hereunder or otherwise.</p> <p>2.2 All members of the Consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.</p> <p>2.3 Client requires that the bidder provides services which at all times hold Client'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 Client.</p> <p>2.4 Without limiting the generality of the foregoing, a Bidder shall be deemed to have a conflict of interest and shall not be eligible under the circumstances set forth below in parts a and b.</p> <p>2.5 A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:</p> <ol style="list-style-type: none"> 1. The Bidder, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a 	

	<p>Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in in section 2 point (72) of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or</p> <ol style="list-style-type: none"> 2. A constituent of such Bidder is also a constituent of another Bidder; or 3. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or 4. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or 5. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or 6. The Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its System Integrator(s) or sub-System Integrator(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any
--	--

	<p>shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its System Integrator(s) or sub-System Integrator(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its System Integrator(s) or sub-System Integrator(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in in section 2 point (72) of the Companies Act, 2013.. For the purposes of this sub-clause 2.5.6, indirect shareholding shall be computed in accordance with the provisions of sub-clause 2.5. 1 above;</p> <p>7. For purposes of this RFQ cum RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.</p> <p>8. There is clear and certain possibility that the services to be executed / delivered by the bidder as part of the scope of work would lead to outcomes wherein the bidder can have vested business interests / benefits</p>
a. Conflicting activities	<p><u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> A Bidder that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a Bidder hired by the Client to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
b. Conflicting relationships	<p><u>Relationship with the Client's staff:</u> a Bidder (including its Directors, Stakeholders or Management) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the RFQ cum RFP for the assignment, or (ii) the Technical Specifications of the goods, works or services may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract, including but not limited to submission of</p>

	proper disclosure by the Bidder to the Client.
3. Corrupt and Fraudulent Practices	<p>3.1 The Bidder (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFQ cum RFP, the Client shall reject a proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Section 5. The Client will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.</p> <p>3.2 To this end, the Bidder shall permit and shall cause its suppliers, contractors and sub-contractors to permit the Client to inspect their accounts, records, and other documents relating to the submission of the Proposal and Contract performance and to have them audited by auditors appointed by the Client, if the Client desire so.</p>
4. Eligibility	<p>4.1 A company incorporated under the Companies Act 1956 or the (Indian) Companies Act, 2013 and subsequent amendment thereto or a firm registered under the India Partnership Act 1932 or limited liability partnership registered under the Limited Liability partnership Act 2008 with their registered office in India, which meets the Eligibility Criteria shall be eligible to submit a Proposal.</p> <p>4.2 None of the member of a given JV/Consortium can be a member of another JV/Consortium for submitting this same bid otherwise all the bids comprising the same member shall stand disqualified. However, a specialized sub-contractor (as required to execute any of the approved subcontracting services/components) can be a member of more than one JV/Consortium.</p> <p>4.3 A parent company/firm shall be allowed to use the credentials of its subsidiaries provided satisfactory documentary proofs (shareholding arrangement, letter from CEO of parent company, etc.) establishing the relationship are submitted. If in case Bidder is using technical credentials of its subsidiary, then subsidiary shall submit an undertaking on their letterhead that their key experts/personnel shall be available and shall be involved in implementation oversight in case of any execution challenge for the respective component for which technical credentials were used;</p> <p>4.4 A wholly owned subsidiary may use any technical credentials of its parent company if an undertaking confirming the relationship</p>

	<p>is provided by the parent company/firm. In addition, companies under the same parent firm i.e. sister companies may use technical qualifications of each other provided documentary proof in form of share-holding pattern, etc. is provided as part of the submission along with an undertaking by the Parent (on company letter head and signed by authorized signatory) confirming the relationship. A company/firm may also be allowed to use credentials of its sister company if they have the same brand name, provided that an undertaking on the company letterhead is provided for the same. If in case Bidder is using technical credentials of its parent/sister company, then parent company/sister shall submit an undertaking on their letterhead that their key experts/personnel shall be available and shall be involved in implementation oversight in case of any execution challenge for the respective component for which technical credentials were used.</p> <p>4.5 Furthermore, it is the Bidder's responsibility to ensure that it's Personnel, agents (declared or not), service providers, suppliers, contractors and sub-contractors and/or their employees meet any eligibility requirements specified in the RFQ cum RFP.</p> <p>4.6 As on date of submission of the proposal, the Bidder (all members of the consortium as applicable) and its Sub-Contractors, shall not be blacklisted by any Central or State Department of India in the last 5 years.</p> <p>4.7 The Bidder, its contractors and sub-contractors, during the last during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder and its Contractors and sub-contractors, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder and its contractors and sub-contractors.</p>
5. Qualifications of the Bidder	<p>5.1 By submission of documentary evidence in its bid, the Bidder must establish to the Client's satisfaction:</p> <p>(a) That it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria as specified in the Bid Data Sheet, and has a successful performance history;</p> <p>(b) For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the Bid Data Sheet, the experience and / or resources of any Sub-Contractor will not contribute to the Bidder's qualifications.; only those of a Joint Venture/Consortium partner will be considered;</p> <p>(c) That, in the case of a Bidder offering to supply key goods components of the System, as identified in the Bid Data Sheet, that the Bidder does not itself produce, the Bidder</p>

	<p>is duly authorized by the producer/OEM to supply and support those components in the Client's country under the Contract that may result from this bidding; (This will be accomplished by including Manufacturer's Authorizations in the Bid, based on the sample found in Appendix 16, Section 3);</p> <p>(d) That, if a Bidder proposes Sub-Contractors for key services if and as identified in the BDS, these Sub-Contractors have agreed in writing to serve for the Bidder under the Contract(s) that may result from this bidding; and</p> <p>5.2 The bids submitted by a Joint Venture/Consortium as partners shall also comply with the following requirements and as indicated in Bid Data Sheet:</p> <p>5.2.1 The bid shall be signed so as to be legally binding on all partners;</p> <p>5.2.2 One of the partners shall be nominated as being in charge/lead, and this nomination shall be evidenced by submitting a Joint Bidding Agreement (in the format of Appendix 5) and power of attorney (in the format of Appendix 6) signed by legally authorized signatories of all the consortium partners;</p> <p>5.2.3 The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture/ Consortium, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;</p> <p>5.2.4 It is the responsibility of the partner in charge to ensure that all the other Joint Venture/ Consortium members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified;</p> <p>5.2.5 The partner or combination of partners that is responsible for a specific component of the System supplied under this bid must meet the relevant minimum qualification criteria for that component;</p> <p>5.2.6 A firm may submit bids either as a single Bidder on its own, or as partner in one, and only one, Joint Venture/Consortium (maximum of three members). However, an individual Bidder cannot at the same time be a member of a Consortium applying for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Bid. If, as a result of the bid opening, this requirement is not met, all bids involving the firm as a</p>
--	---

	<p>single Bidder or Joint Venture partner will be disqualified;</p> <p>5.2.7 The Partner in Charge shall be liable severally as well as jointly and other partners of the Joint Venture/Consortium shall be liable severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under ITB Clause 5.2.2 above, in the bid as well as in the Contract (in case of a successful bid);</p> <p>5.2.8 The proposal shall include a brief description of the roles and responsibilities of all the partners of the Joint Venture / Consortium.</p> <p>5.3 In case allowed, if a Bidder intends to subcontract major items of supply or services, it shall include in the bid details of the proposed Sub-Contractor for each of those items and shall be responsible for ensuring that any Sub-Contractor proposed complies with the requirements of ITB Clause 4, and that any Goods or Services components of the System to be provided by the Sub-Contractor comply with the requirements of this bid document and the related evidence required by (ITB Clause 17) is submitted.</p> <p>5.4 For the purposes of these Bidding Documents, a Sub-Contractor is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the System to be provided by the Bidder under the Contract (such as the supply of major hardware, software, or other components of the required Technologies specified, or the performance of related Services, e.g., software development, transportation, installation, customization, integration, commissioning, training, technical support, maintenance, repair, etc.). A firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture/Consortium, cannot be a Sub-Contractor in other bids, except for the supply of commercially available hardware or software by the firm. If the Bid Data Sheet for ITB Clause 5.1 (a) allows the qualification of Sub-Contractors nominated for certain components to be taken into account in assessing the Bidder's overall qualifications, any Sub-Contractor so nominated by any Bidder is automatically disqualified from being a Bidder itself or a partner in a Joint Venture/Consortium. The same will normally apply to firms that have provided Sub-Contractor agreements for certain services pursuant to ITB Clause 5.1 (d). Non-compliance may result in the rejection of all bids in which the affected firm participates as Bidder or as partner in a Joint Venture/Consortium. As long as in compliance with these provisions, or as long as unaffected by them due to not participating as Bidder or as partner in a Joint Venture/Consortium, a firm may be proposed as a Sub-</p>
--	--

	<p>Contractor in any number of bids.</p> <p>5.5 The Bidder shall comply to the below requirements:</p> <ul style="list-style-type: none"> (i) 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 and may result in disqualification of the Bid. 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; (ii) 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 RFQ cum RFP; (iii) All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFQ cum RFP; (iv) 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; (v) The Bidder shall be responsible for ensuring that all quoted products/solutions are in-compliance with the RFQ cum RFP. In case of any deviations observed during evaluation or during the course of the Contract, the Bidder shall replace the product/solution at no additional cost to the Client.
6. Site Visit	<p>6.1 The Bidder may wish to visit and examine the project 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.</p> <p>6.2 The Client 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 Client adequate notice of a proposed visit of at least seven (7) days. Alternatively, the Client may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the ITB Clause 10.2. Failure of a Bidder to make a site visit will not be a cause for its disqualification.</p> <p>6.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.</p>

<p>7. Acknowledgement by Bidder</p>	<p>7.1 It shall be deemed that by submitting the Proposal, the Bidder has:</p> <ul style="list-style-type: none"> (i) made a complete and careful examination of the RFQ cum RFP and any other information provided by the Client under this RFQ cum RFP; (ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of the Client; (iii) satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFQ cum RFP; (iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFQ cum RFP or ignorance of any matter shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Contract; (v) agreed to be bound by the undertakings provided by it under and in terms of this RFQ cum RFP and the Contract; (vi) acknowledged that the Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant; (vii) Undertaken a site visit to assess all site conditions which are necessary to bid for this project and buried all costs in the financial proposal for successful execution of the Project.
<p>8. Rights of the Client</p>	<p>8.1 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:</p> <ul style="list-style-type: none"> (i) suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the successful Bidder; (ii) consult with any Bidder in order to receive clarification or further information; (iii) retain any information, documents and/or evidence

	<p>submitted to the Client by and/or on behalf of any Bidder;</p> <p>(iv) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder, provided that any such verification or lack of such verification by the Client shall not relieve the Bidder of its obligations or liabilities, or affect any of the rights of the Client;</p> <p>(v) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Bidder in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal;</p> <p>(vi) accept or reject a Proposal, annul the bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the successful Bidder, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Bidder.</p> <p>8.2 If the Client exercises its right under this RFQ cum RFP to reject a Proposal and consequently, the first/highest ranked Bidder gets disqualified or rejected, then the Client reserves the right to:</p> <p>(i) invite the next ranked Bidder to negotiate the Contract, except in the case where the rejection is for the reason mentioned in the Clause 32; or</p> <p>(ii) take any such measure as may be deemed fit in the sole discretion of the Client, including inviting fresh Proposals from the qualified Bidders or annulling the entire bid process.</p>
--	--

B. The Bidding Documents

<p>9. Bidding Documents</p>	<p>9.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10:</p> <p>Volume I: Instruction to Bidders</p> <p>Section 1: Letter of Invitation</p> <p>Section 2: Instructions to Bidders (ITB)</p> <p>Section 3: Qualification Documents and Technical Proposal– Standard Forms</p> <p>Section 4: Financial Proposal (Price Schedule) – Standard Forms</p> <p>Section 5: Corrupt and Fraudulent Practices</p> <p>Volume II: Standard Forms of Contract</p> <p>Section 1: Contract Agreement</p> <p>Section 2: General Conditions of Contract (GCC)</p> <p>Section 3: Special Conditions of Contract (SCC)</p> <p>Section 4: Service Levels</p> <p>Volume III: Terms of Reference</p> <p>Section 1: Introduction</p> <p>Section 2: Project Overview and Components</p> <p>Section 3: Detailed Scope of Work</p> <p>Section 4: Roles and Responsibilities</p> <p>Section 5: Implementation Schedule (Activities, Milestones and Deliverables)</p> <p>Appendix A: Standards (For Reference Only)</p>
<p>10. Clarification and Amendment of the RFQ cum RFP</p>	<p>10.1 The Bidder may request a clarification of any part of the Bid documents prior to the last date for submission of queries, as indicated in the Bid Data Sheet for ITB Clause 1.9. Any queries or requests for additional information in relation to the bid documents should be submitted in writing or by fax and email. The queries submitted sent via email should be in excel sheet format only, along with name and details of the organisation submitting the queries. The template for bid queries is provided in Annexure 1. The envelope or communication must clearly bear the following subject line – "Appointment of Master System Integrator (MSI) For Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components at Integrated Industrial Township (IIT), Greater Noida Queries or Request for Additional Information" and sent to the address/number/e-mail address as indicated in the Bid Data Sheet for ITB 1.5.</p>

	<p>The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Bid Data Sheet for ITB 1.9. The Client shall not be obligated to respond to any queries received post the last date of submission of queries. The Client's responses to Bidder queries (including an explanation of the query but without identifying its source) will be made available to all Bidders and shall be uploaded on the Client's website. It shall be the Bidder's responsibility to check the Client's website for the responses to the queries or requests for clarification. The Client may, but shall not be obliged to communicate with the Bidders by e-mail, notice or other means it may deem fit about the issuance of clarifications. The Client reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this bid document shall be taken to be or read as compelling or requiring the Client to respond to any query or to provide any clarification. Should the Client deem it necessary to amend the bid document as a result of a clarification, it shall do so following the procedure described below:</p> <ul style="list-style-type: none"> (a) At any time prior to deadline of bid submission, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the bid documents by issuing an amendment. The amendments shall be uploaded on the Client's website and will be binding on the Client and the Bidders. The Bidders shall update themselves by visiting the Client's website regularly and the Client bears no responsibility for any Bidder's failure to do. (b) If the amendment is substantial, the Client may extend the Proposal Due Date to give the Bidders reasonable time to take an amendment into account in their Proposals. (c) Verbal clarifications and information given by the Client or any other Person for or on its behalf shall not in any way or manner be binding on the Client. <p>10.2 When specified in the Bid Data Sheet, the Client will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the BDS for ITB 1.5. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Terms of Reference. Bidders are requested to submit any questions in writing to reach the Client not later than two (2) days before the meeting. Questions and answers will be transmitted in accordance with ITB Clause 10.1. Only queries received in writing shall be addressed and responses of the same shall be uploaded on the Client website. All/any written clarifications issued by the Client to the bidders shall form part of the bidding process and shall be binding on all</p>
--	--

	the Bidders.
10.3	The Bidder may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified in the Bid Data Sheet for ITB 1.9 on the bid submission date.

C. Preparation of Proposals

11. General Considerations	In preparing the Proposal, the Bidder is expected to examine the RFQ cum RFP in detail. The Bidders should take into account any corrigendum published on the RFQ cum RFP document before submitting the bid. The RFQ cum RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the RFQ cum RFP, the Bidder must inform the Client at the earliest to seek clarity on the interpretation of the RFQ cum RFP. Deficiencies in providing the information requested in the RFQ cum RFP may result in rejection of the Proposal.
12. Cost of Preparation of Proposal	The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Bidder.
13. Language	The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client shall be written in the language(s) specified in the Bid Data Sheet.
14. Documents Comprising the Proposal	The Proposal shall consist of 3 parts: (a) Qualification Documents; (b) the Technical Proposal; and (c) the Financial Proposal. Each part will comprise the documents and forms listed in Clauses 17 and 18.
15. Only One Proposal	The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected.
16. Proposal Validity	<p>(a) Each Proposal must remain valid for the period specified in the Bid Data Sheet.</p> <p>(b) During the Proposal validity period (as specified in the Bid Data Sheet), the Bidder shall maintain its original Proposal without any change.</p>
Extension of Validity Period	<p>(a) The Client will make its best effort to complete the bid process and select the Bidder within the Proposal's validity period specified in the Bid Data Sheet. However, should the need arise, the Client may ask confirmation, in writing, all Bidders who submitted Proposals prior to the Proposal Due Date to extend</p>

	<p>the Proposals' validity.</p> <p>(b) If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>(c) The Bidder has the right to refuse within seven (7) days to extend the validity of its Proposal in which case such Proposal will not be further evaluated, and the EMD of such Bidder will be returned in the manner set out in this RFQ cum RFP. Bidding process will continue with the remaining bidders who agree to extend the validity of its Proposal.</p> <p>(d) In the event a Bidder agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Bidder along with the Proposal (where the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period.</p>
<p>17. Qualification Documents and Technical Proposal Format</p>	<p>(a) The Qualification Documents and Technical Proposal are un-priced proposals and shall not include any financial information. Qualification Documents and Technical Proposal containing material related to financial information shall be declared non-responsive.</p> <p>(b) The Qualification Documents submitted by a Bidder shall comprise the following:</p> <p>(i) The Qualification Documents Proposal Submission Form in the form attached at Appendix 1;</p> <p>(ii) Details of the Bidder in form set out at Appendix 2;</p> <p>(iii) Proof of payment of bid processing fee;</p> <p>(iv) The EMD/Bid Security: If the Bidder is submitting the EMD in the form of a bank guarantee, it must be in the format set out at Appendix 3. Hard copy of the EMD must be submitted;</p> <p>(v) A Power of Attorney for Authorized Representative in the format set out in Appendix 4 and as per Applicable Laws. Bidder shall also submit relevant documentary evidence indicating that authorizing signatory has the power to give other person the charge of authorised signatory to sign the bid;</p> <p>(vi) Joint Bidding Agreement in the format set out in Appendix 5 and as per Applicable Laws;</p> <p>(vii) A Power of Attorney for Partner in Charge of Joint Venture / Consortium as per format set out in Appendix 6 and as per Applicable Laws;</p> <p>(viii) Pre-Qualification Evaluation Checklist in the format set out in Appendix 7;</p> <p>(ix) Affidavit certifying that the Bidder (Consortium members, in case of Consortium) and its sub-</p>

	<p>contractors are not blacklisted in the format set out in Appendix 8;</p> <p>(x) Financial qualification of the Bidder in the format set out in Appendix 9 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity;</p> <p>(xi) Technical qualification of the Bidder (for qualification) in the format set out in Appendix 10 along with supporting certificates from clients;</p> <p>(xii) Current Contract commitments of the Bidder in the format set out in Appendix 11;</p> <p>(xiii) Non-Disclosure Declaration in the format set out in Appendix 12;</p> <p>(xiv) Copy of GST registration in India;</p> <p>(xv) Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under its applicable laws;</p> <p>(xvi) In case, parent company is using credentials of its subsidiary, satisfactory documentary proofs (shareholding arrangement, letter from CEO of parent company, etc.) establishing the relationship shall be submitted; If in case Bidder is using technical credentials of its subsidiary, then subsidiary shall submit an undertaking on their letterhead that their key experts/personnel shall be available and shall be involved in implementation oversight in case of any execution challenge for the respective component for which technical credentials were used;</p> <p>(xvii) In case, a wholly owned subsidiary is using technical credentials of its parent company, then an undertaking confirming the relationship shall be provided by the parent company/firm. If in case Bidder is using technical credentials of its parent company, then parent company shall submit an undertaking on their letterhead that their key experts/personnel shall be available and shall be involved in implementation oversight in case of any execution challenge for the respective component for which technical credentials were used;</p> <p>(xviii) In case, technical credentials of sister company is being used, documentary proof in form of share-holding pattern, etc. shall be submitted as part of the submission along with an undertaking by the Parent Company (on company letter head and signed by authorized signatory) confirming the relationship. In case, sister</p>
--	---

	<p>company have same brand name and its credentials are being used, undertaking on company letterhead confirming the same shall be submitted. If in case Bidder is using technical credentials of its sister company, then sister company shall submit an undertaking on their letterhead that their key experts/personnel shall be available and shall be involved in implementation oversight in case of any execution challenge for the respective component for which technical credentials were used;</p> <p>(xix) In case. Sub-Contractors are proposed by the Bidder, details of Sub-Contractor shall be given along with a declaration by the Sub-Contractor that says that the Sub-Contractor will serve for the Bidder under the Contract; and</p> <p>(xx) Undertaking from authorized signatory to open temporary site office in IIT, Greater Noida within 30 days of signing of signing of Contract. Temporary site office shall also have dedicated space to accommodate two (2) ICT consultants.</p> <p>(c) The Technical Proposal submitted by a Bidder shall comprise the following:</p> <p>(i) Technical qualification of the Bidder (for technical evaluation) in the format set out in Appendix 10 along with supporting certificates from clients;</p> <p>(ii) Technical Proposal Submission Form in the format presented in Appendix 13;</p> <p>(iii) Technical Qualification Evaluation Checklist in the format set out in Appendix 14;</p> <p>(iv) Conformity in the form of Bid Compliance Undertaking as per the format as set out in Appendix 15 to all business, functional and technical requirements as mentioned in Volume III of the RFQ cum RFP and shall be supported by documentary evidence establishing to the Client's satisfaction, that the Goods and Services to be supplied, installed and/or performed by the Bidder conform to the RFQ cum RFP requirements;</p> <p>(v) Manufacturer Authorization of the Bidder in the format set out in Appendix 16;</p> <p>(vi) Proposed Sub-Contractor: A list of all sub-contractors that the Bidder proposes to sub-contract any system/sub-system/part/activity to complete the scope as defined in this RFQ cum RFP. List of proposed sub-contractors of the Bidder in the format set out in Appendix 17;</p>
--	--

	<p>(vii) Software List of the Bidder in the format set out in Appendix 18;</p> <p>(viii) Details of Key Experts to be deployed for the implementation, operation and management of the project in accordance with Volume I – ITB. Format for CV is presented in Appendix 19. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. CVs of Key Experts are required to be submitted as part of bid submissions but shall not be evaluated. However, CVs are to be approved by successful Bidder during mobilization stage. At the time of submission of bid proposal, the scanned copies of the signature of key experts will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised signatory shall be required in original. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFQ cum RFP. The personnel proposed should possess good working knowledge of English language. No key personnel involved should have attained the age of 70 years at the time of submitting the proposal. The Client reserves the right to ask for proof of age, qualification and experience at any stage of the Project;</p> <p>(ix) In case a Bidder is proposing key personnel from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be accepted. If applicable, undertaking from the Key Experts in the format set out in Appendix 20;</p> <p>(x) The Bidder shall make the assessment of support personnel both technical and administrative to undertake the Project. Additional support and administrative staff shall be provided as needed for the timely completion of the Project within the total estimated cost. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to;</p> <p>(xi) Team Composition and Task Assignments as per format in Appendix 21;</p> <p>(xii) Work schedule for Milestones/Deliverables as per format in Appendix 22;</p> <p>(xiii) Comments and suggestions on Terms of Reference and on counterpart staff and facilities to be provided by Client as per format in Appendix 23;</p>
--	---

	<p>(xiv) Description of approach, methodology, proposed solution, architecture, organisation and staffing schedule and technical presentation as per format in Appendix 24;</p> <p>(xv) Data Sheets of all hardware which will form part of the solution. Note that these data sheets submitted by the Bidder may not be evaluated during the bid evaluation and it is the Bidder's responsibility to ensure full compliance to the RFQ cum RFP requirements;</p> <p>Failure to comply with the above requirements and documents for all points i.e. a, b and c under Clause 17 may make the Proposal non-responsive.</p>
18. Financial Proposal	<p>18.1 All Goods and Services identified in the Supply and Installation Cost Table and the Recurrent Cost Table in Section 4, and all other Goods and Services proposed by the Bidder to fulfill the requirements of the System, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Section 4 for the various cost tables, in the manner specified below. The Bidder shall quote for the entire scope of contract on an "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.</p> <p>18.2 The price of items that the Bidder has left blank or the items omitted altogether from the cost tables provided in Section 4 shall be assumed to be included in the price of other items.</p> <p>18.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Volume III, and with GCC and SCC Clause 40. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.</p> <p>18.4 The prices for Goods offered shall be quoted, including all customs duties, GST, levies, fees, sales and other taxes incurred until delivery of the Goods at the project site if the Contract is awarded. The Bidder should carry out its own independent assessment of all the applicable taxes, GST, duties, levies and cess on the Goods. There shall be no escalation in the price quoted by the Bidder in its Financial Proposal on account of the Bidder's failure to take into account any applicable taxes, GST, duties, levies and cess at the time of submission of its Proposal.</p> <p>18.5 Transportation and Insurance: Inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a</p>

	<p>Service item in accordance with ITB Clause 18.6, whether the Goods are to be supplied locally or from outside the Client's country.</p> <p>18.6 The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices). Prices must include all taxes, GST, duties, levies, fees and expenses whatsoever. The prices must include all costs incidental to the performance of the Services.</p> <p>18.7 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in SCC Clause 56.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1 (ss), shall be quoted as Service prices in accordance with ITB Clause 18.6 on the Recurrent Cost Table in detail, and on the Recurrent Cost Summary Table in currency totals. Recurrent costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, any other cost, etc., needed for the continued and proper operation of the System.</p> <p>18.8 Unless otherwise specified in the Bid Data Sheet, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.</p> <p>18.9 In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.</p> <p>18.10 The cost indicated in the Financial Proposal shall be deemed as Final and reflecting total cost of proposal and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil the obligations as per the RFQ cum RFP within the total quoted price shall be that of the Bidder.</p> <p>18.11 Bidders shall provide the price of their services up to two decimal places only.</p> <p>18.12 In case any price variation happens on account of any increase/decrease of existing taxes or imposition of new taxes, then the Revised Claim shall be submitted with detailed workings duly certified by a CA Firm.</p>
Currency of Proposal	(a) The Bidder shall submit its Financial Proposal in Indian Rupees only.
Currency of Payment	(b) Payments under the Contract shall be made in Indian Rupees only.

<p>19. Earnest Money Deposit/Bid Security</p>	<ul style="list-style-type: none"> (a) An Earnest Money Deposit (EMD) amount as indicated in the Bid Data Sheet in the form of an irrevocable and unconditional bank guarantee or a Demand Draft drawn in favour of the Client (as indicated in Bid Data Sheet) and payable at Greater Noida must be submitted in hard copy. (b) Proposals not accompanied by EMD shall be rejected as non-responsive. (c) The EMD submitted along with the Proposal will remain valid for a period of 45 days beyond validity period of the Proposal, including any extensions thereof. (d) No interest shall be payable by the Client for the sum deposited as EMD. (e) Unless forfeited in accordance with Clause 20 below, the EMD of the unsuccessful Bidders will be returned within 2 months of signing of the Contract with the successful Bidder. The EMD of the successful Bidder will be returned after the selected Bidder furnishing the Performance Security in accordance with Clause 25 and signing the contract (f) The EMD of a Joint Venture/Consortium (if allowed) shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued on the name of Partner in charge of the JV/Consortium proposed for the bid. (g) If the EMD is submitted in the form of Bank Guarantee or Demand Draft, then the EMD in original shall be placed in an envelope and attached with the envelope containing the Qualification Documents marked as "RFQ cum RFP – Appointment of Master System Integrator (MSI) For Supply, Implementation, Integration, Operations And Maintenance Of Smart City ICT Components At Integrated Industrial Township (IIT), Greater Noida under the DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL)" and "Not to be opened except in the presence of evaluation committee".
<p>20. Forfeiture of EMD</p>	<p>The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client under the RFQ cum RFP or in law under the following conditions:</p> <ul style="list-style-type: none"> (a) If a Bidder withdraws or modifies it's Proposal during the Proposal validity period or any extension agreed by the Bidder thereof. (b) If a Bidder is disqualified in accordance with Clause 2. (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 5.

	<p>(d) If a Bidder is declared the first ranking Bidder and it:</p> <ul style="list-style-type: none"> (i) withdraws its Proposal during negotiations.; (ii) fails to furnish the Performance Security in accordance with Clause 25 of the RFQ cum RFP; (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award; (iv) fails to fulfil any other condition precedent to the execution of the Contract within the stipulated time, as specified in the letter of award; or (v) fails to execute the Contract within the stipulated time
21. Period of Validity of Bids	<p>21.1 Bids shall remain valid, at a minimum, for the period specified in the Bid Data Sheet after the deadline date for bid submission prescribed by the Client, pursuant to ITB Clause 23. A bid valid for a shorter period shall be rejected by the Client as non-responsive. However, Bidders are responsible for adjusting the dates in the Bid Data Sheet in accordance with any extensions to the deadline date of bid submission pursuant to ITB Clause 21.2.</p> <p>21.2 In exceptional circumstances, prior to expiry of the bid validity period, the Client may request that the Bidders to extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the bidder will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to ITB Clause 19(c).</p>
22. Bid documents and Processing Fees	<p>22.1 All Bidders are required to pay the amount as indicated in the Bid Data Sheet towards the cost of bid documents processing fees as follows:</p> <ul style="list-style-type: none"> (a) Bid document processing fee shall be paid online through NEFT/RTGS; (b) The bid document processing fee is non-refundable. <p>Please note that the Proposal, which does not include the Bid documents and processing fees, would be declared as non-responsive and accordingly, rejected.</p>

D. Submission, Opening and Evaluation

23. Submission, Sealing, and Marking of Proposals	<p>23.1 The Bidder shall submit a signed, stamped and complete Proposal comprising the documents specified in Clause 17 and Clause 18, no later than time and date as specified in the Bid</p>
--	--

	<p>Data Sheet.</p> <p>23.2 The Proposal and Bid Document shall be submitted online through https://etender.up.nic.in. The Processing Fee shall be paid online through NEFT/RTGS and the Demand Drafts / Bank Guarantee for Bid Security will be hand delivered or sent by registered post, speed post or courier in the manner and to the address specified in the Bid Data Sheet:</p> <p>The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.</p> <p>Each Proposal must be typed or written in indelible ink and an authorized representative of the Bidder shall sign the Proposal and physically initial all pages of the Proposal. The authorization shall be by way of a written power of attorney executed in the format attached as Appendix 4 or shall be by a partner in case of a partnership firm and/or a limited liability partnership. The name and position held by the person signing the Proposal must be typed or printed below the signature. PoA for the authorized representative and/or the partner in charge of the Consortium shall be executed as per Applicable Laws.</p> <p>23.3 The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Proposal.</p> <p>23.4 The bidder shall comply with all requirements as per the terms and conditions of bid submission through https://etender.up.nic.in. The detailed procedure for submission of tenders online has been provided along with RFQ cum RFP. The documents for which physical submissions are required have been mentioned in Bid Data Sheet.</p> <p>23.5 The Client may, at its discretion, extend this deadline for submission of bids by amending the RFQ cum RFP, in which case all rights and obligations of the Client and Bidders will thereafter be subject to the deadline as extended.</p> <p>23.6 Any bid received by the Client after the bid submission deadline prescribed by the Client in the Bid Data Sheet for ITB Clause 23.1, will be rejected and returned unopened to the Bidder.</p>
<p>24. Withdrawal, Substitution and Modification of Bids</p>	<p>24.1 The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Client prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2.</p> <p>24.2 All notices of withdrawal, substitution, or modification shall:</p> <p>(a) be addressed to the Client at the address named in the Bid</p>

	<p>Data Sheet for ITB Clause 23.1; and</p> <p>(b) bear the Contract name, and the words “BID WITHDRAWAL NOTICE”, BID SUBSTITUTION NOTICE”, or “BID MODIFICATION NOTICE” as the case may be.</p> <p>24.3 A notice may also be sent by electronic means such as e-mail, but in this case must include a scan of the mailing receipt showing both the sender's and receiver's addresses for the signed hardcopy of the notice, and a scan of the power of attorney.</p> <p>24.4 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.</p> <p>24.5 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security, if any, pursuant to ITB Clause 20.</p>
<p>25. Performance Security</p>	<p>25.1 Upon selection and issuance of LOA, the Bidder shall furnish to the Client, a performance security of the amount specified in Clause 25.2 below, before execution of the Contract to secure the due performance of the obligations of the Bidder under the Contract (the Performance Security). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Client in the format appended to the Contract. The Performance Security shall be retained by Client until the completion of the assignment by the Consultant or any extension thereto and be released 180 (one hundred and eighty) days after the completion of the assignment. Alternatively, Performance Security can also be submitted in the form of a Demand Draft or Fixed Deposit for the duration of the Contract.</p> <p>25.2 The Performance Security shall be for an amount equal to 10% (Ten percent) of the total value of the Contract inclusive of taxes.</p>
<p>26. Opening of Proposals</p>	<p>(a) The Client shall open only those Proposals that are submitted on or before the specified time on the Bid Submission Due Date. The Proposals must be available online at the portal of DMIC IITGNL.</p> <p>(b) The Client shall open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidder's representatives who choose to attend bid opening.</p> <p>(c) Bids and modifications that are not opened and read out at bid</p>

	<p>opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids validly withdrawn in accordance with ITB Clause 24, will promptly be returned, unopened, to their Bidders.</p> <p>(d) The Client shall check the original EMD, PoAs, Blacklisting Certificates, Non-Disclosure Declaration and Joint Bidding Agreement documents at the time of Bid Opening. Failure to have any of these documents in original at the time of the Proposal Opening may make the proposal non-responsive.</p> <p>(e) Client 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 in terms of Clause 28. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be disqualified by Client and shall not be included for further consideration.</p>
27. Confidentiality	<p>(a) All information (whether in written, oral, electronic or other Format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each department and its affiliates which is disclosed to or otherwise learned by the Bidder in the course of or in connection with this FQ cum RFP (including without limitation such information received during negotiations, location visits and meetings in connection with this RFQ cum RFP);</p> <p>(b) From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Qualification Documents, Technical Proposal and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially involved with the bid process, until the publication of the Contract award.</p> <p>(c) Any attempt by a Bidder or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or award of the Contract may result in the rejection of its Proposal.</p> <p>(d) Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
28. Responsiveness and Eligibility Tests	<p>(a) First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Bidders are eligible to be awarded the Contract. At the opening of the Qualification Documents, the following shall be read out:</p>

	<ul style="list-style-type: none"> the name of the Bidder; the presence or absence of duly sealed envelopes for confirming the PoA and its format; the presence or absence of duly sealed envelopes for the EMD and its format; the presence or absence of duly sealed envelopes for the Joint Bidding Agreement and its format (If applicable); the presence or absence of duly sealed envelopes for the Blacklisting Certificate and its format; the presence or absence of duly sealed envelopes for the Non-Disclosure Declaration and its format any other information deemed appropriate. <p>The Qualification Documents shall be considered responsive only if:</p> <ul style="list-style-type: none"> (i) all documents specified in Clause 17 are received in the prescribed format; (ii) the Proposal is received by the Proposal Due Date; (iii) it is signed, sealed and marked as specified in Clause 23; (iv) it contains all the information and documents (complete in all respects) as requested in this RFQ cum RFP; and (v) it does not contain any condition or qualification. (vi) EMD, Bid processing fees is received (vii) Compliant with the RFQ cum RFP <ul style="list-style-type: none"> (b) The Client's evaluation committee shall evaluate and determine whether the Bidders who have submitted responsive Qualification Documents satisfy the Eligibility Criteria. (c) If any Bidder is found to be disqualified in accordance with the terms of the RFQ cum RFP or the Qualification Documents are found to be non-responsive or the Bidder does not meet the Eligibility Criteria, then the Proposal submitted by such Bidder will be rejected. (d) Upon completion of evaluation of the Qualification Documents, the Client will notify the Bidders whether they are qualified and eligible for evaluation of their Technical Proposals. (e) If envelopes are not sealed and marked as per the instructions, the Client assumes no responsibility for the misplacement or premature opening of the contents of the proposal submitted and consequent losses if any suffered by the Bidder.
29. Evaluation of Technical Proposals	<p>The Client's evaluation committee shall evaluate the Technical Proposals of eligible Bidders for responsiveness. If the Technical Proposal is found:</p> <ul style="list-style-type: none"> (a) not to be complete in all respects; or

	<p>(b) not duly signed by the authorized signatory of the Bidder;</p> <p>(c) not to be in the prescribed format; or</p> <p>(d) to contain alterations, conditions, deviations or omissions; or</p> <p>(e) Non-compliant with the RFQ cum RFP</p> <p>then such Technical Proposal might be deemed to be substantially non-responsive and be liable to be rejected.</p> <p>Each responsive Technical Proposal submitted by an eligible Bidder will be given a technical score on the basis of the evaluation criteria, sub-criteria, and point system as specified in the Bid Data Sheet. The Financial Proposals of only those Bidders who score at least the minimum qualifying technical score, as specified in the Bid Data Sheet, on their Technical Proposals will be opened by the Client.</p>
30. Public Opening of Financial Proposals	<p>(a) After the evaluation of Technical Proposals of eligible Bidders is completed, the Financial Proposals of technically unqualified Bidders will not be opened and the Client shall not have access to the financial proposal of such Bidders on its bid portal i.e. they shall be automatically rejected unopened. The Client shall simultaneously notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The opening date will allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals is optional and is at the Bidder's choice.</p> <p>(b) The Financial Proposals of eligible Bidders whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Bidders whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Bidders, and the overall technical scores shall be read aloud. The Financial Proposals will then be evaluated to confirm that they have remained sealed and unopened and are responsive in terms of the RFQ cum RFP. If any Financial Proposal is found:</p> <p>(i) not to be complete in all respects;</p> <p>(ii) not duly signed by the authorized signatory of the Bidder;</p> <p>(iii) not to be in the prescribed format; or</p> <p>(iv) to contain alterations, conditions, deviations or omissions; or</p> <p>(v) Non-compliant with the RFQ cum RFP</p> <p>then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.</p> <p>The Financial Proposals that are found to be responsive will be evaluated, and the total cost quoted by the eligible and technically qualified Bidders will be read aloud and recorded.</p>

<p>31. Correction of Errors</p>	<p>(a) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.</p> <p>Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.</p> <p>The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case. In case of any discrepancy between the Technical Proposal and the Financial Proposal of a Bidder, the Technical Proposal shall prevail and the Client's evaluation committee shall correct the quantities specified in the Financial Proposal so as to make it consistent with the corresponding quantities specified in the Technical Proposal, apply the relevant rate included in the Financial Proposal to the corrected quantity, and correct the total cost stated in the Financial Proposal.</p>
<p>Cost Evaluation</p>	<p>(b) The Client's evaluation of the bid will be made on the basis of prices quoted in accordance with ITB Clause 18.</p> <p>(c) The Evaluated Bid Price (C) for each responsive bid will be determined as the sum of the Adjusted Supply and Installation Costs (P) plus the Recurrent Costs (R).</p> <p>where the Adjusted Supply and Installation Costs (P) are determined as:</p> <p>(i) The price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside the Client's Country, in accordance with ITB Clause 18; plus</p> <p>(ii) The total price for all software development, transportation, insurance, installation, customization, integration, Commissioning, testing, training, technical support, repair, and other Services, in accordance with ITB Clause 18;</p> <p>(iii) with adjustments for:</p> <p>1) Corrections to errors in arithmetic, in accordance with ITB Clause 31(a).</p> <p>(d) The Bidder whose Bid is adjudged as eligible for financial evaluation and who has the lowest bid price shall be declared as the successful Bidder (First Ranking Bidder) and shall be invited for Contract Signing. Subject to Clause 32, the first/highest ranked Bidder will ordinarily be the selected Bidder.</p> <p>(e) In the event that two or more Bidders quote the same bid price</p>

	(the "Tie BIDs"), the Client shall ask the Bidders quoting the same bid price to submit revised financial bid.
--	--

E. Negotiations and Award

32. Negotiations	<p>(a) The first/highest ranking Bidder may, if necessary, can be invited for negotiations with the Client. The negotiations will be held at the date and address as informed by the Client. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Bidder under this RFQ cum RFP. Issues such a deployment of Key Experts, understanding of the Scope of Work, methodology and quality of the implementation plan etc. shall be discussed during the negotiations. In case, the Selected Bidder fails to reconfirm its commitment, the Client reserve the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.</p> <p>(b) The Client shall prepare minutes of negotiations which will be signed by the Client and the Bidder's authorized representative.</p> <p>(c) If the negotiations fail, the Client shall inform the first/highest ranking Bidder in writing of all pending issues and disagreements and provide a final opportunity to the first/highest ranking Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the first/highest ranking Bidder of the reasons for doing so. Upon termination of the negotiations with the first/highest ranking Bidder, the Client may invite the next-ranked Bidder to negotiate the Contract with the Client or annul the bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.</p>
33. Client's Right to Vary Quantities at Time of Award	<p>33.1 The Client reserves the right at the time of Contract award to increase or decrease, by the percentage (s) indicated in the BDS any of the following:</p> <p>(a) de-scope or add the systems/sub-systems/services equivalent to specified percentage (%) of Contract value; or</p> <p>(b) the quantity of substantially identical Sub-systems/services; or</p> <p>(c) the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the Information System; or</p> <p>(d) the quantity of Installation or other Services to be performed,</p>

	from that originally specified in the Terms of Reference (as amended by any Addenda issued pursuant to ITB Clause 10), without any change in unit prices or other terms and conditions.
34. Award of Contract	<p>(a) After completing the negotiations, the Client shall issue a letter of award (LOA) to the selected Bidder:</p> <ul style="list-style-type: none"> (i) accepting the Proposal of the selected Bidder with such modifications as may be negotiated with the Client during the negotiation stage, if any; (ii) requesting it to submit the Performance Security in accordance with Clause 25; (iii) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract. <p>Within [15] days of receipt of the letter of award, the selected Bidder shall sign and return a copy of the letter of award in duplicate in acknowledgement thereof.</p> <p>(b) If the selected Bidder fails to satisfy the conditions specified in Clause 34(a) above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFQ cum RFP or in law, disqualify the selected Bidder, revoke the letter of award and forfeit the EMD of the selected Bidder. If the Client elects to disqualify the selected Bidder and revoke the letter of award, it may invite the next ranked Bidder to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.</p> <p>(c) The client shall reserve the right to award the contract in full or a part. Any increase in the scope of contract shall be awarded within the limits as specified in Bid Data sheet.</p> <p>(d) Post Letter of Award and at the time of signing of Contract, successful Bidder shall also pay for the stamp duty as per Uttar Pradesh Stamp Act and Rules.</p> <p>(e) The Bidders are expected to commence the assignment as per the timelines provided in the RFQ cum RFP. In case the selected Bidder fails to start the assigned work as per timelines then the Client may cancel the award of work to the selected bidder and negotiate with the next ranked bidder, as the case may be, for award of work.</p>

F. Bid Data Sheet

A. General	
ITC Clause Reference	Description
1.1	<p>Name of the Client: DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL)</p> <p>Description of the Solution for which bids are invited: Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components at Integrated Industrial Township (IIT), Greater Noida.</p> <p>Method of selection: Single Stage Selection, Three envelope system, Least Cost Based Selection (LCBS).</p>
1.2	<p>The Contract term is: Seventy Five (75) months including Implementation period of Fifteen (15) months and Comprehensive Maintenance of 60 Months.</p>
1.4(b)	<p>Minimum qualifying technical score: 75</p>
1.4(c)	<p>Please refer Clause 29 of Bid Data Sheet.</p>
1.5	<p>A pre-bid meeting will be held: Yes. Pre-Bid meeting will be held virtually via online platform.</p> <p>Date of pre-bid meeting: 17th August 2020, Time: 03:00 PM IST.</p> <p>Potential Bidders shall nominate maximum Two (2) officials including their name, company name, designation, e-mail ID and Phone number for virtual Pre-Bid meeting at below mentioned details before last date of receiving Pre-Bid queries i.e. 13th August 2020. Nominated officials will get an e-mail invite for Pre-Bid meeting.</p> <p>All pre-bid queries shall be addressed to the following in the format prescribed in this RFQ cum RFP:</p> <p>Address: The CEO and Managing Director (DMIC IITGNL) 11th Floor, Tower-1, Plot No.-1, Knowledge Park-IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308</p> <p>E-mail: navneet@iitgnl.com and info@iitgnl.com Phone: +91 120 2336044, +91 120 2336045</p>

1.7	<p>The Bidder may download the RFQ cum RFP for preparing of the bid proposal from the website:</p> <p>https://etender.up.nic.in and https://www.iitgnl.com/, https://www.nicdc.in</p>																																	
1.9	<p><u>SCHEDULE OF BIDDING PROCESS</u></p> <p>The Client shall endeavor to adhere to the following schedule:</p> <table><tr><th>S. No.</th><th>Event Description</th><th>Date</th></tr><tr><td>1</td><td>Date of issue/publishing of RFQ cum RFP (T)</td><td>04th August 2020</td></tr><tr><td>2</td><td>Last date of receiving Queries</td><td>13th August 2020</td></tr><tr><td>3</td><td>Pre-bid Meeting</td><td>17th August 2020</td></tr><tr><td>4</td><td>Reply to Pre-bid Queries</td><td>24th August 2020</td></tr><tr><td>5</td><td>Last Date of submission of Proposals</td><td>14th September 2020 5:00 PM IST</td></tr><tr><td>6</td><td>Opening of Pre-Qualification Proposals</td><td>15th September 2020 3:00 PM IST</td></tr><tr><td>7</td><td>Opening of Technical Proposals</td><td>Date of Technical Proposal opening will be informed to the Bidders meeting the Qualification Criteria</td></tr><tr><td>8</td><td>Opening of financial proposals</td><td>Date of financial proposal opening will be informed to the technically qualified bidders.</td></tr><tr><td>9</td><td>Award to MSI (LOA)</td><td>30th September 2020 (Tentative)</td></tr><tr><td>10</td><td>Validity of Proposal</td><td>180 calendar days from the last date of submission of proposal</td></tr></table>	S. No.	Event Description	Date	1	Date of issue/publishing of RFQ cum RFP (T)	04 th August 2020	2	Last date of receiving Queries	13 th August 2020	3	Pre-bid Meeting	17 th August 2020	4	Reply to Pre-bid Queries	24 th August 2020	5	Last Date of submission of Proposals	14 th September 2020 5:00 PM IST	6	Opening of Pre-Qualification Proposals	15 th September 2020 3:00 PM IST	7	Opening of Technical Proposals	Date of Technical Proposal opening will be informed to the Bidders meeting the Qualification Criteria	8	Opening of financial proposals	Date of financial proposal opening will be informed to the technically qualified bidders.	9	Award to MSI (LOA)	30 th September 2020 (Tentative)	10	Validity of Proposal	180 calendar days from the last date of submission of proposal
S. No.	Event Description	Date																																
1	Date of issue/publishing of RFQ cum RFP (T)	04 th August 2020																																
2	Last date of receiving Queries	13 th August 2020																																
3	Pre-bid Meeting	17 th August 2020																																
4	Reply to Pre-bid Queries	24 th August 2020																																
5	Last Date of submission of Proposals	14 th September 2020 5:00 PM IST																																
6	Opening of Pre-Qualification Proposals	15 th September 2020 3:00 PM IST																																
7	Opening of Technical Proposals	Date of Technical Proposal opening will be informed to the Bidders meeting the Qualification Criteria																																
8	Opening of financial proposals	Date of financial proposal opening will be informed to the technically qualified bidders.																																
9	Award to MSI (LOA)	30 th September 2020 (Tentative)																																
10	Validity of Proposal	180 calendar days from the last date of submission of proposal																																

5.1(a)	<p>The Bidder must meet the following qualification criteria as on the last date of submission of this bid:</p>		
S. No	Type	Eligibility Criterion	Documentary Evidence
1.	Company Profile	The Bidder (Partner in charge in case of Consortium) shall be in incorporated/ registered and in operations for a period of at least five (5) years as on published date of RFQ cum RFP.	<ul style="list-style-type: none"> Copy of Certificate of Incorporation/ under Companies Act 1956 or latest Companies Act (for Indian Companies) or copy of registration under the India Partnership Act 1932 or copy of registration under the Limited Liability partnership Act 2008, as the case may be

S. No	Type	Eligibility Criterion	Documentary Evidence
			<ul style="list-style-type: none"> Memorandum and Articles of Association GST Registration Certificate In case of Consortium, Consortium agreement clearly stating the roles and responsibilities of each member.
2.	Company Financials & Profile	<p>The Bidder (sole bidder) shall have an average annual turnover of INR 100 Crores over the last three (3) Financial Years (FY 2016-17, 2017-18 and 2018-19).</p> <p>In case of a Consortium/JV, partner in charge shall meet at least 50% of the total revenue criteria.</p>	<ul style="list-style-type: none"> Audited financial statements for last three Financial Years; OR Statutory auditor's certificate / Chartered Accountant certificate clearly specifying the annual turnover for the specified years. Income tax returns for the three financial years (FY 2016-17, 2017-18 and 2018-19).
3.	Company Standing	As on date of submission of the proposal, the Bidder (all members of the consortium as applicable) and its Sub-Contractors shall not be blacklisted by any Central or State Department in India in the last 5 years.	<p>The Sole Bidder or the Partner in charge and all other Members of Consortium:</p> <ul style="list-style-type: none"> Format of Affidavit certifying that Bidder is not Blacklisted as per Appendix 8; In case of consortium, this needs to be provided by each of the consortium member.
4.	Local Presence	The Bidder (Partner in Charge in case of consortium) shall setup and maintain a temporary office on site within Thirty (30) days of signing of Contract.	<ul style="list-style-type: none"> Undertaking from authorized signatory to open temporary site office within 30 days of signing of Contract.
5.	Integrated Operations Centre / Command and Control Centre	The Bidder (any member in case of consortium) shall have successfully commissioned/Go-Live at least two (2) projects related to implementation of Integrated Operations Centre/Command and Control Centre integrating at least two (2) different city/campus-wide sensors / applications out of the following Eight (8) sensors / applications at the	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND Completion / Commission Certificate issued & signed by

S. No	Type	Eligibility Criterion	Documentary Evidence
		<p>Command and Control Centre:</p> <ol style="list-style-type: none"> 1. Surveillance; 2. Communication network; 3. Environmental Sensors; 4. Streetlight System; 5. e-Governance / ERP; 6. GIS; 7. Intelligent Traffic Management System; 8. Utilities. <p>Minimum value shall be INR 10 crores per project during last seven (7) years as of RFQ cum RFP publish date.</p>	<p>the competent authority of the client entity on the entity's Letterhead.</p> <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement.</p>
6.	Optical Fibre Cable (OFC)	<p>The Bidder (any member in case of consortium) shall have successfully commissioned / Go-Live at least two (2) projects related to implementation of campus wide / city-wide Fibre Optic Infrastructure including at least 100 km or comprising of 75 switches/routers in an outdoor environment (not inside buildings) per project having a minimum value of INR 5 crores per project during last seven (7) years as of RFQ cum RFP publish date.</p>	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> • Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND • Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement.</p>
7.	Software applications	<p>The Bidder (any member in case of consortium) shall have successfully commissioned / Go-Live at least two (2) projects related to implementation and support of software applications including modules like Finance, Human Resource and Payroll, Utility Billing, Asset Management, Mobile Applications, Citizen Service Portal, Grievance Redressal, Building Plan Approval System, File Management System/Document Management System (At least Three out of Nine). having a minimum value of INR 3</p>	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> • Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND • Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. <p>In case of large orders/orders with</p>

S. No	Type	Eligibility Criterion	Documentary Evidence
		crores per project during last seven (7) years as of RFQ cum RFP publish date.	operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement.
*Note – <ul style="list-style-type: none"> Experience claimed shall be of Sole Bidder or any member of a JV/Consortium only. Sub-contracting experience shall not be considered for evaluation process. 			

5.1(c)	Manufacturer's Authorizations in the form of certificates for Information Technologies - except for those technologies which the Bidder itself manufactures.
5.2	JV/Consortium: Bids from JV/Consortium of up to three members are accepted provided the JV/Consortium as a whole meets all the eligibility/qualification criteria. Note: In case of JV/consortium, for any technical qualification criteria, the member bringing the respective credential during the bidding stage will be responsible for executing the respective scope during the tenure of the contract.
5.4	Sub-Contractors: Sub-contracting is allowed only till 30% value of the financial proposal quoted by the Bidder. Work orders raised by the Bidder to the Sub-Contractor shall be submitted to the Client for verification that sub-contracting value does not exceed 30%. The Bidder shall provide the list of all the services planned to be sub-contracted. Sub-contractor shall only be allowed with prior written approval from the Client. The Client reserves the right to interview the sub-contractor in order to give their approval. If the work is sub-contracted, the sole responsibility of the work shall lie with the Partner in Charge/Lead Bidder. The partner in charge 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 Client along with bid documents.
B. Preparation of Proposals	
13	This RFQ cum RFP has been issued in the English language. Proposals shall be submitted in English Language. All correspondence exchange shall be in English Language. In case any supporting document or printed literature is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by an approved/authorized/licensed translator ¹ and signed by the Authorized signatory / one board of directors of the lead bidder/ consortium

¹ Approved/authorized/licensed translator means one who is certified by Government for document translation. The registration/certification number of the translator is mandatory to mention on the translated document along with full address, phone number and mail-id.

	member, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.
16(a)	Proposals must remain valid for 180 (one hundred eighty) calendar days from the last date of submission of proposal.
18.8	Prices quoted by the Bidder shall be fixed and free from any ambiguity.
19(a)	<p>An EMD of INR 2,00,00,000 (Indian Rupees Two Crores Only) in the form of a unconditional and irrevocable bank guarantee from any Scheduled Commercial Bank in India and drawn in favour of the DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL) and payable at Greater Noida, must be submitted along with the Proposal. EMD can also be submitted in the form of Demand Draft or RTGS.</p> <p>The EMD must be in the format set out in Appendix 3 and the minimum validity date of the bank guarantee should be for a period of 45 days beyond validity period of the Proposal, including any extensions thereof. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period.</p>
22.1	Bid documents processing fee of INR 1,18,000 (Indian Rupees One Lakh Eighteen Thousand Only) inclusive of applicable GST as a non-refundable processing fee shall be paid through NEFT/RTGS in favour of the DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL). Proposals unaccompanied with the aforesaid processing fee shall be liable to be rejected by the Client.
C. Submission, Opening and Evaluation	
23.1 & 23.2	<p>The Proposal must be submitted via online mode only through e-tendering portal and no physical submissions will be allowed. However, Bidder shall submit physical copy of all forms which are required on stamp paper such as EMD, PoA, Joint Bidding Agreement, Non-Disclosure Declaration, Blacklisting certificate etc. to the following address:</p> <p>The CEO and Managing Director (DMIC IITGNL) 11th Floor, Tower-1, Plot No.-1, Knowledge Park-IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308 Email Address: info@iitgnl.com and navneet@iitgnl.com</p> <p>Bid Submission deadline: same for online submission and physical submission i.e. 14th September 2020.</p>
23.4	<p>The Bidder must submit One (1) Original and One (1) copy of following submissions physically:</p> <ul style="list-style-type: none"> (a) Duly sealed envelopes for the EMD in its format; (b) Duly sealed envelopes for the PoA in its format; (c) Duly sealed envelopes for the Joint Bidding Agreement in its format; (d) Duly sealed envelopes for the Blacklisting Certificate in its format; (e) Duly sealed envelopes for the Non-Disclosure Declaration in its format.

24.2	<p>The notice for withdrawal, substitution and modification must be delivered in electronic form via e-mail to the following address:</p> <p>The CEO and Managing Director (DMIC IITGNL) 1th Floor, Tower–1, Plot No.–1, Knowledge Park–IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308 Email Address: info@iitgnl.com and navneet@iitgnl.com</p> <p>The notice must be submitted no later than bid submission date and time as specified in Bid Data Sheet.</p>
29	<p>The Technical Proposals of eligible and qualified Bidders shall be evaluated as follows:</p> <p>Technical Proposal (Envelope B)</p> <p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p>

S.N.	Evaluation Criteria	Max. Marks	Documents Required
1	Project Experience		
1.1	<p>The Bidder (any member in case of consortium) shall have successfully commissioned/Go-Live at least two (2) projects related to implementation of Integrated Operations Centre/Command and Control Centre integrating at least two (2) different city/campus-wide sensors / applications out of the following Eight (8) sensors / applications at the Command and Control Centre:</p> <ol style="list-style-type: none"> 1. Surveillance; 2. Communication network; 3. Environmental Sensors; 4. Streetlight System; 5. e-Governance / ERP; 6. GIS; 7. Intelligent Traffic Management System; 8. Utilities. <p>Minimum value shall be INR 10 crores per project during last seven (7) years as of RFQ cum RFP publish date.</p> <p>Number of Projects:</p> <p>1) =2: 10 marks</p>	20	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> • Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; <p>AND</p> <ul style="list-style-type: none"> • Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement.</p>

S.N.	Evaluation Criteria	Max. Marks	Documents Required
	2) =3: 15 marks 3) >3: 20 marks		
1.2	<p>The Bidder (any member in case of consortium) shall have successfully commissioned / Go-Live at least two (2) projects related to implementation of campus wide / city-wide Fibre Optic Infrastructure including at least 100 km or comprising of 75 switches/routers in an outdoor environment (not inside buildings) per project having a minimum value of INR 5 crores per project during last seven (7) years as of RFQ cum RFP publish date.</p> <p>Number of Projects:</p> 1) =2: 8 marks 2) =3: 12 marks 3) >3: 15 marks	15	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement.</p>
1.3	<p>The Bidder (any member in case of consortium) shall have successfully commissioned / Go-Live at least two (2) projects related to implementation and support of software applications including modules like Finance, Human Resource and Payroll, Utility Billing, Asset Management, Mobile Applications, Citizen Service Portal, Grievance Redressal, Building Plan Approval System, File Management System/Document Management System (At least Three out of Nine). having a minimum value of INR 3 crores per project during last seven (7) years as of RFQ cum RFP publish date.</p> <p>Number of Projects:</p> 1) =2: 10 marks 2) =3: 15 marks 3) >3: 20 marks	20	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement.</p>
1.4	<p>The Bidder or any consortium member shall have successfully commissioned/Go-Live at least two</p>	10	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> Work order / Contract clearly

S.N.	Evaluation Criteria	Max. Marks	Documents Required
	<p>(2) projects related to implementation of city wide / campus wide outdoor CCTV surveillance system consisting of at least 50 IP based cameras with integrated Video Management System and recording having a minimum value of INR 2 crores per project during last seven (7) years as of RFQ cum RFP publish date.</p> <p>Number of Projects:</p> <p>1) =2: 5 Marks</p> <p>2) >=3 and <5: 7 Marks</p> <p>3) >=5: 10 Marks</p>		<p>highlighting the scope of work, Bill of Material and value of the contract/order; AND</p> <ul style="list-style-type: none"> Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement.</p>
2	Approach & Methodology (A&M) and Presentation		
2.1	<p>Proposed Solution, Architecture, USP and Innovation.</p> <ul style="list-style-type: none"> Control Centre Solution – 2 mark; e-Governance and ERP Solution – 2 mark; Fibre Optic Infrastructure Solution – 1 mark; Cloud and data security – 2 mark; Overall Architecture – 2 mark; USP & Innovation – 1 mark; 	10	
2.2	<p>Project Management Approach, Risk and Mitigation Plan, Implementation and Deployment Plan.</p> <ul style="list-style-type: none"> Project Management Approach – 4 marks; Risk and Mitigation Plan – 2 mark; Implementation Plan – 2 mark; Deployment Plan – 2 mark. 	10	
2.3	Technical Presentation in front of	8	

S.N.	Evaluation Criteria	Max. Marks	Documents Required
	<p>Evaluation Committee*.</p> <ul style="list-style-type: none"> Overall Architecture, Project Management Approach, Risk and Mitigation Plan, Implementation and Deployment Plan – 2 marks; Presence of Key Experts – 2 marks; Presentation Delivery – 2 mark; Q&A – 2 mark 		
2.4	<p>The Bidder (any member of consortium) shall have the following Certifications valid at the time of Bidding:</p> <ul style="list-style-type: none"> ISO 9001:2015 – 1 mark; ISO 20000:2011 for IT Service Management – 2 mark; ISO 27001:2013 for Information Security Management System– 2 mark CMMi Level 5 – 2 Marks (1 Mark only for CMMi Level 3) 	7	
3	Key Experts (Not to be evaluated during Bidding Stage but are required for the Project)		
3.1	<p>Project Director – Bachelor of Engineering degree having more than 14 years of experience in implementation and management of similar ICT projects involved in complete project lifecycle. Must have at least three (3) relevant projects (fibre optic based network deployments or command and control centre or Back office system (ERP) implementation).</p> <p>Project Director shall be a full time employee of the Bidder and in case of consortium shall be a full time</p>	N/A	CV signed by Key Expert or Authorized Representative.

S.N.	Evaluation Criteria	Max. Marks	Documents Required
	employee of the Partner in Charge.		
3.2	Project Manager – Bachelor of Engineering in Electronics/Electrical/Communications/Telecommunications/IT/Computer Science degree having more than 10 years of experience - in similar ICT projects and involved in end to end implementation. Must have at least three (3) relevant projects of fibre optic based network deployments or Back office Systems (ERP) implementation.	N/A	CV signed by Key Expert or Authorized Representative.
3.3	Solution Architect 1 – Bachelor in Engineering having more than 8 years of experience in designing, implementing and integrating various Back Office Systems or ERP modules like finance, asset management, inventory management, utility billing and maintenance, HR & Payroll etc. Must have at least three (3) relevant projects (Back office system or ERP).	N/A	CV signed by Key Expert or Authorized Representative.
3.4	Solution Architect 2 – Bachelor in Engineering having more than 8 years of experience in designing, implementing and integrating various Customer facing Systems or e-Governance applications like grievance redressal system, Citizen Portal, Mobile Applications, KPIs and Dashboards etc. Must have at least three (3) relevant projects (Customer Facing Applications or e-Governance).	N/A	CV signed by Key Expert or Authorized Representative.
3.5	Network Architect – Bachelor of Engineering Electronics/Electrical/IT degree having more than 8 years of experience in fibre based network design and implementation of active infrastructure. Must have at least three (3) relevant projects (switching/routing for outdoor networks).	N/A	CV signed by Key Expert or Authorized Representative.

S.N.	Evaluation Criteria	Max. Marks	Documents Required
3.6	Cloud Architect – Bachelor in IT/CS or Engineering having more than 8 years of experience implementing and managing Cloud Infrastructure. Must have at least two (2) relevant projects.	N/A	CV signed by Key Expert or Authorized Representative.
3.7	GIS Expert – Bachelor in civil engineering / planning / geography / architecture or any relevant discipline having more than 6 years of experience in GIS systems. Must have designed at least two (2) large GIS based solution for land management or infrastructure management.	N/A	CV signed by Key Expert or Authorized Representative.

S.N.	Evaluation Criteria	Max. Marks	Documents Required
4	Other staff requirement (minimum) Required on-site (not evaluated but shall be approved by Client)		
	Implementation Support Staff		
4.1	Project Coordinator – Bachelor in IT or Engineering with minimum 7 years of experience. Must have experience as a project coordinator on similar projects that require IT development and implementation. On-site Project Coordinator shall be deputed in Greater Noida at Client office for the entire implementation phase and subsequently during the O&M phase of the Project.	N/A	CV signed by Key Personnel and Authorized Representative.
4.2	Content Writer – Graduate with minimum 5 years of experience. Must have experience of developing content for websites, marketing, promotional activities. Content writer shall be deputed in Greater Noida at Client office for the entire implementation phase of the Project.	N/A	CV signed by Key Personnel and Authorized Representative.
	O&M Support Staff (to be full time available 24x7 during the entire O&M		

S.N.	Evaluation Criteria	Max. Marks	Documents Required
	phase; Bidder may consider additional staff to cater the requirement of 24X7 availability)		
4.3	Site Support Engineer – Bachelor in IT or Engineering with minimum 8 years' managing on-site infrastructure in relevance to the Project	N/A	
4.4	Software Module Support Engineer – bachelor's in engineering with minimum 8 years' experience in maintenance of software applications relevant to the Project.	N/A	
4.5	Six (6) Operators at CIOC – Graduates with minimum 5 years' experience in operations at command and control centre and Contact Centre/Helpdesk. Operators at CIOC must be present 24*7 onsite.	N/A	
<ul style="list-style-type: none"> For every project submitted for evaluation, at least two (2) projects must be completed for qualification. In addition, the other projects considered for marks shall at least be 50% complete which shall be confirmed through the Client certificate. *Technical Presentation to be undertaken in Greater Noida. Technical Presentation shall be in front of Evaluation Committee. Client or its representative reserves the right to visit any of the existing sites of the Bidder during evaluation. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the Bidders who get an Overall Technical score of 75% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid. CVs of key experts will not be evaluated during Bidding Stage but shall be part of bid submission. All CVs required during implementation stage to be approved by Client during Mobilization stage. Client reserves the right to get the Key Expert changed if they are not as per RFQ cum RFP requirements. A CV might be summarily rejected if the educational qualification of the key expert proposed does not match with the requirement as given in the RFQ cum RFP. All Key Experts shall be available on-site as per the Client requirements. As a minimum, the Project Director and Project Manager shall be available on-site full time during the implementation phase of the Project. 			
33.1	Percentage for increase/decrease: 30%		

ANNEXURE 1: TEMPLATE FOR PRE-BID QUERIES

Bidder shall submit all pre-bid queries in the following format in Excel only with the subject capturing the name of the RFQ cum RFP.

S. No.	RFQ cum RFP Volume, Section	RFQ cum RFP Page no	Original Content in the RFQ cum RFP	Clarification sought

Section 3. Qualification Documents and Technical Proposal - Standard Forms

Table of Contents

APPENDIX 1: QUALIFICATION DOCUMENTS AND PROPOSAL SUBMISSION FORM	61
APPENDIX 2: DETAILS OF THE BIDDER	64
APPENDIX 3: FORMAT OF THE EMD/BID SECURITY	65
APPENDIX 4: FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE .	68
APPENDIX 5: FORMAT OF JOINT BIDDING AGREEMENT	70
APPENDIX 6: FORMAT FOR POWER OF ATTORNEY FOR PARTNER IN CHARGE OF JOINT VENTURE / CONSORTIUM	74
APPENDIX 7: PRE-QUALIFICATION EVALUATION CHECKLIST	76
APPENDIX 8: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER (AND IT'S CONTRACTOR/ SUB-CONTRACTOR) ARE NOT BLACKLISTED.....	81
APPENDIX 9: FINANCIAL QUALIFICATION OF THE BIDDER.....	82
APPENDIX 10: TECHNICAL QUALIFICATION – QUALIFYING PROJECTS	83
APPENDIX 11: CURRENT CONTRACT COMMITMENTS / WORK IN PROGRESS.....	85
APPENDIX 12: NON-DISCLOSURE DECLARATION	86
APPENDIX 13: TECHNICAL PROPOSAL SUBMISSION FORM.....	89
APPENDIX 14: TECHNICAL QUALIFICATION EVALUATION CHECKLIST	92
APPENDIX 15: BID COMPLIANCE UNDERTAKING	96
APPENDIX 16: MANUFACTURER'S AUTHORIZATIONS	97
APPENDIX 17: LIST OF PROPOSED SUB-CONTRACTOR (IF APPLICABLE).....	98
APPENDIX 18: SOFTWARE LIST	99
APPENDIX 19: CURRICULUM VITAE (CV).....	100
APPENDIX 20: UNDERTAKING REGARDING AVAILABILITY OF KEY EXPERT.....	102
APPENDIX 21: TEAM COMPOSITION AND TASK ASSIGNMENTS	103
APPENDIX 22: WORK SCHEDULE	104
APPENDIX 23: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT	105
APPENDIX 24: DESCRIPTION OF APPROACH, PROPOSED SOLUTION, ARCHITECTURE AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT	106

Qualification Documents

APPENDIX 1: QUALIFICATION DOCUMENTS AND PROPOSAL SUBMISSION FORM

[On the Letter head of the Bidder]

{Location, Date}

To:

**The CEO and Managing Director,
DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL),
11th Floor, Tower-1, Plot No.-1, Knowledge Park-IV,
Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308**

Ref: RFQ cum RFP for Appointment of Master System Integrator (MSI) for [Name of the Assignment].

Dear Sir:

We, the undersigned, offer to provide the Solution, Goods and Services for Master System Integrator for Supply, Implementation, Integration, Operations and Maintenance Of Smart City ICT Components at Integrated Industrial Township (IIT) in accordance with your Request for Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes the Qualification Documents and our Technical Proposal and Financial Proposal, each in a separate sealed envelope.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ cum RFP. Our proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ cum RFP.

We hereby declare that:

- (a) The Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for the selection of the MSI. All the information and statements made in this Proposal are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) All documents accompanying our Proposal are true copies of their respective originals. We will make available to the Client any additional information it may find necessary or require to authenticate or evaluate the Proposal.
- (c) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet, Clause 16(a).
- (d) We have no conflict of interest in accordance with Clause 2.
- (e) We and our Affiliates are not submitting more than one or separate Proposals.

- (f) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.
- (g) No investigation by a regulatory authority is pending either against us or any of our Affiliates or against our chief executive officer or any of our directors/managers/employees.
- (h) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFQ cum RFP, we shall inform the Client of the same immediately.
- (i) We meet the Eligibility Criteria and all other requirements of the RFQ cum RFP and are qualified to submit a Proposal, We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in Section 5 of the ITB. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per Clause 3 and Section 5.
- (j) We or our Affiliates, suppliers, or service providers for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.
- (k) In the last 3 (three) years, we or our Affiliates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract terminated by any government or government instrumentality for breach on our part.
- (l) If we are selected as the MSI, we undertake the Contract as prescribed in the RFQ cum RFP and agree not to seek any changes in the aforesaid form and agree to abide by the same. We will provide the Goods and Services on the basis of the proposed Solution.
- (m) Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.
- (n) We have carefully analysed the RFQ cum RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
- (o) Our Financial Proposal has been quoted by us after taking into consideration all the terms and conditions stated in the RFQ cum RFP, the Technical Requirements, the draft Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Work.

- (p) We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the Client in connection with the evaluation of the Proposals, selection of the Bidder, or in respect of this Project and the terms and implementation thereof.
- (q) We acknowledge the right of the Client to reject our Proposal without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (r) We acknowledge the right of the Client to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Bidders and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (s) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services no later than the date indicated in Clause 34(b).
- (t) We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- (u) We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- (v) We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

APPENDIX 2: DETAILS OF THE BIDDER

(To be submitted on the letterhead of the Bidder)

[All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Sub-Contractors for highly specialized components, the following information should also be supplied for the Sub-Contractor(s), together with the information in Forms in Appendix 9, Appendix 10 and Appendix 11. Joint Ventures must also fill out in Appendix 5.]

1. (a) Name:
 (b) Country of incorporation:
 (c) Date of incorporation and/or commencement of business:
2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this assignment [Note: Such description shall not exceed 5 type-written pages.]:
3. Details of individual who will serve as the point of contact/ communication for the Client²:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-Mail Address:
 - (f) Fax Number:

² In the event that the authorized signatory and the point of contact are different individuals, the information for both the individuals (i.e., the authorized signatory and the point of contact) are to be furnished. The Client will send communication to both the entities.

APPENDIX 3: FORMAT OF THE EMD/BID SECURITY

BG No.

Date:

1. In consideration of you, **DMIC Integrated Industrial Township Greater Noida Limited**, represented by The CEO and Managing Director, having its registered office at Greater Noida (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], [and acting on behalf of a Consortium (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Master System Integrator for [name of assignment] (hereinafter referred to as the "Project") pursuant to the RFQ cum RFP Document dated [date] issued in respect of the Project and other related documents including without limitation the draft contract for master system integration services (hereinafter collectively referred to as "RFQ cum RFP Documents"), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Client an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP Document.
2. Any such written demand made by the Client stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Client shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document, and the decision of the Client that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Client and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Client is disputed by the Bidder or not, merely on the first demand from the Client stating that the amount claimed is due to the Client by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ cum RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words])).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and

eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Client and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Client shall be entitled to treat the Bank as the principal debtor. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ cum RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ cum RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ cum RFP Document or the securities available to the Client, and the Bank shall not be released from its liability under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Bidder or by any change in the constitution of the Client or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Client to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Client may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

APPENDIX 4: FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

(To be Executed as per Applicable Laws)

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for appointment as Master System Integrator for [name of assignment], to be developed by the Client including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Client.

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

The Power of Attorney will continue to be valid so long as the said Authorized Representative is in the employment of the Company.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Accepted

[Signature]

[Name]

[Designation]

[Address]

Notes:

1. 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 seal affixed in accordance with the required procedure.

2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX 5: FORMAT OF JOINT BIDDING AGREEMENT

(To be executed as per Applicable Laws)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

3. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- a) DMIC Integrated Industrial Township Greater Noida Limited, a company incorporated under the Companies Act, 1956, having its registered office at 11th Floor, Tower-1, Plot No.-1, Knowledge Park-IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308 (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Proposal") by its Request for Qualification – cum – Request for Proposal dated [date] (the "RFQ cum RFP") for appointment of Master System Integrator for [name of assignment] (the "Project").
- b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Project, and
- c) It is a necessary condition under the Project that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.
2. Consortium:
 - a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Project;

- b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Affiliates.
- 3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Master System Integrator and awarded the Project, the Parties shall enter into a contract for Master System Integrator services ("Contract") with the Client and for performing all obligations as the Master System Integrator in terms of the Contract for the Project.
- 4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Partner in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Project and until the Effective Date under the Contract;
 - b) Party of the Second Part (Partner 1) shall be [role]; and
 - c) Party of the Third Part (Partner 2) shall be [role].
- 5. Joint and Several Liability: For overall performance of the Contract, the Partner in Charge do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the entire Project and other partners/consortium members undertake to be severally liable for their respective scope and roles as specified in clause 4 above, in accordance with the terms of the RFQ cum RFP and the Contract. The partner-in-charge shall ensure and be liable for the overall performance of the Contract.
- 6. Partner in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Partner in Charge and the Client shall be entitled to deal with such Partner in Charge as the representative of all Members. Each Party agrees and acknowledges that:
 - a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Partner in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Partner in Charge;
 - b) consolidated invoices for the services in relation to the Project performed by all the Partners shall be prepared and submitted by the Partner in Charge and the Client shall have the right to release payments solely to the Partner in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
 - c) any notice, communication, information or documents to be provided to the Master System Integrator shall be delivered to the authorized representative of the Project (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
- 7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
 - a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person

executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon intimation by the Client that it has not been selected and upon return of the Bid Security by the Client.
9. Miscellaneous:
- a) This Joint Bidding Agreement shall be governed by laws of India;
 - b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Client.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

For and on behalf of PARTNER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART (PARTNER 1) by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD PART (PARTNER 2) by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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 or official seal of all partners.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX 6: FORMAT FOR POWER OF ATTORNEY FOR PARTNER IN CHARGE OF JOINT VENTURE / CONSORTIUM

(To be executed by all members of the Consortium and executed as per Applicable Laws)

Whereas the DMIC Integrated Industrial Township Greater Noida Limited (the "Client") has invited proposals from empanelled Bidders for appointment of Master System Integrator for [name of assignment] being developed under DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL) Project, (the "Project").

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the "Consortium") being Partners of the Consortium are interested in bidding for the Assignment in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Partners of the Consortium to designate one of them as the Partner in-charge 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 bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Partner In-charge], having its registered office at [registered address], being one of the Partners of the Consortium, as the Partners In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Assignment and/ or upon award thereof until the Contract is entered into with the Client.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

SIGNED, SEALED & DELIVERED

For and on behalf of

PARTNER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART (PARTNER 1) by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD PART (PARTNER 2) by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. 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 or official seal of all members.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX 7: PRE-QUALIFICATION EVALUATION CHECKLIST

Bidder is required to fill the below mentioned form. Bidder is required to clearly highlight the page numbers as per the requirements asked the RFQ cum RFP Evaluation Criteria in their bid submission. In case, the Bidder does not clearly specify the page numbers and highlighted clause(s) required for evaluation, marks may be deducted in their Technical Evaluation and the Client may reject the Bid at its own discretion.

S. No.	Type	Eligibility Criterion	Documentary Evidence	Page Number		Remarks
				From	To	
1.	Company Profile	<p>Bidder (Partner in charge in case of Consortium) is required to clearly highlight the following criteria:</p> <ul style="list-style-type: none"> Incorporated/ registered and in operations for a period of at least five (5) years as on published date of RFQ cum RFP. 	<ul style="list-style-type: none"> Copy of Certificate of Incorporation/ under Companies Act 1956 or latest Companies Act (for Indian Companies) or copy of registration under the India Partnership Act 1932 or copy of registration under the Limited Liability partnership Act 2008, as the case may be Memorandum and Articles of Association GST Registration Certificate In case of Consortium, Consortium agreement clearly stating the roles and responsibilities of each member. 			

S. No.	Type	Eligibility Criterion	Documentary Evidence	Page Number		Remarks
				From	To	
2.	Company Financials & Profile	<p>Bidder is required to clearly highlight the following criteria:</p> <ul style="list-style-type: none"> Sole Bidder shall have an average annual turnover of INR 100 Crores over the last three (3) Financial Years (FY 2016-17, 2017-18, 2018-19); In case of a Consortium/ JV, partner in charge shall meet at least 50% of the total revenue criteria. 	<ul style="list-style-type: none"> Audited financial statements for last three Financial Years; OR Statutory auditor's certificate / Chartered Accountant certificate clearly specifying the annual turnover for the specified years. Income tax returns for the three financial years (FY 2016-17, 2017-18 and 2018-19). 			
3.	Company Standing	<p>Bidder is required to clearly highlight the following criteria:</p> <ul style="list-style-type: none"> The Bidder (all members of the consortium as applicable) and its Sub-Contractors shall not be blacklisted by any Central or State Department in India in the last 5 years. 	<p>The Sole Bidder or the Partner in charge and all other Members of Consortium:</p> <ul style="list-style-type: none"> Format of Affidavit certifying that Bidder is not Blacklisted as per Appendix 8; In case of consortium, this needs to be provided by each of the consortium member. 			
4.	Local Presence	<p>Bidder is required to clearly highlight the following criteria:</p> <ul style="list-style-type: none"> The Bidder (Partner in Charge in case of consortium) shall setup and maintain a temporary office on site within Thirty (30) days of signing of Contract. 	<ul style="list-style-type: none"> Undertaking from authorized signatory to open temporary site office within 30 days of signing of Contract. 			

S. No.	Type	Eligibility Criterion	Documentary Evidence	Page Number		Remarks
				From	To	
5.	Integrated Operations Centre / Command and Control Centre	<p>Bidder is required to clearly highlight the following for their respective Project documentation. Bidder is required to highlight and mention page number of all their project submissions.</p> <ul style="list-style-type: none"> Successful commissioning/Go-Live of Command and Control Centre / Integrated Operations Centre implementation project. Project scope which includes integrating at least two (2) different city/campus-wide sensors / applications out of the following Eight (8) sensors / applications at the Command and Control Centre: <ol style="list-style-type: none"> Surveillance; Communication network; Environmental Sensors; Streetlight System; e-Governance / ERP; GIS; Intelligent Traffic Management System; Utilities. Minimum Project value of INR 10 crores Project shall be within last seven (7) years as of RFQ cum RFP publish date. 	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement. 			

S. No.	Type	Eligibility Criterion	Documentary Evidence	Page Number		Remarks
				From	To	
6.	Optical Fibre Cable (OFC)	<p>Bidder is required to clearly highlight the following for their respective Project documentation. Bidder is required to highlight and mention page number of all their project submissions.</p> <ul style="list-style-type: none"> • Successful commissioning/Go-Live of OFC implementation project. • Project scope which includes Campus wide / city-wide Fibre Optic Infrastructure deployment • Project shall comprise of OFC length of at least 100 km or shall comprise of implementation of 75 switches/routers in an outdoor environment (not inside buildings) per project. • Minimum Project value of INR 5 crores • Project shall be within last seven (7) years as of RFQ cum RFP publish date. 	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> • Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND • Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. • In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement. 			
7.	Software Applications	<p>Bidder is required to clearly highlight the following for their respective Project documentation. Bidder is required to highlight and mention page number of all their project submissions.</p> <ul style="list-style-type: none"> • Successful commissioning/Go-Live of software application project. 	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> • Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND • Completion / Commission Certificate issued & signed by 			

S. No.	Type	Eligibility Criterion	Documentary Evidence	Page Number		Remarks
				From	To	
		<ul style="list-style-type: none"> Project shall also include support for software applications. Software applications including modules like Finance, Human Resource and Payroll, Utility Billing, Asset Management, Mobile Applications, Citizen Service Portal, Grievance Redressal, Building Plan Approval System, File Management System/Document Management System (At least Three out of Nine) Minimum Project value of INR 3 crores Project shall be within last seven (7) years as of RFQ cum RFP publish date. 	<p>the competent authority of the client entity on the entity's Letterhead.</p> <ul style="list-style-type: none"> In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement. 			

APPENDIX 8: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER (AND IT'S CONTRACTOR/ SUB-CONTRACTOR) ARE NOT BLACKLISTED

(On a Stamp Paper of Rs. 100/- value and duly notarized)

Affidavit

I M/s., (the name of the Bidder/Contractor/Sub-Contractor and addresses of the registered office) hereby certify and confirm that we are not barred or blacklisted by any Central / State Government Department or Central / State PSUs in the last 5 years from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for the Master System Integrator for Supply, Implementation, Integration, Operations And Maintenance Of Smart City ICT Components at Integrated Industrial Township (IIT) Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFQ cum RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated thisDay of, 202....

NAME OF THE BIDDER/CONTRACTOR/SUB-CONTRACTOR

.....

SIGNATURE OF THE AUTHORISED PERSON

.....

NAME OF THE AUTHORISED PERSON

- For an affidavit executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the affidavit is being issued. However, the affidavit provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.

APPENDIX 9: FINANCIAL QUALIFICATION OF THE BIDDER

(Bidders, including each partner of a Joint Venture/Consortium, shall provide financial information to demonstrate that they meet the requirements stated in the BDS for ITB Clause 5.1 (a). Each Bidder or partner of a Joint Venture/Consortium shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached. Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision).

Name of Bidder and partner of a Joint Venture (as Applicable):

S. No.	Financial Year (FY)	Annual Turnover (Rs. Crore)
1.	Financial Year 2016-17 (or FY 2016)	
2.	Financial Year 2017-18 (or FY 2017)	
3.	Financial Year 2018-19 (or FY 2018)	

Note:

- The Bidder shall attach copies of the balance sheets or financial statements or audited annual reports for each of the Financial Years mentioned above to ensure the following:
 - reflect the turnover of the Bidder;
 - be audited by a statutory auditor or Chartered Accountant;
 - be complete, including all notes to the financial statements.
- In case the financial year in the Bidder's country is the calendar year, the Bidder shall submit above financial information for years 2016, 2017 and 2018.
- Income tax returns for the three financial years (FY 2016-17, 2017-18 and 2018-19) shall also be provided.
- In case Bidder is claiming International Turnover, the amount shall be converted to USD and then to INR based on the RBI rates as per 31st December, 2019.

Date:

APPENDIX 10: TECHNICAL QUALIFICATION – QUALIFYING PROJECTS

[Use a separate sheet for each contract]

Name of Bidder or partner of a Joint Venture/Consortium:

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Client	
3.	Client address with Contact Details	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued:	
5.	Contract role (check one) <input type="checkbox"/> Prime Bidder <input type="checkbox"/> Management Contractor <input type="checkbox"/> Sub-Contractor <input type="checkbox"/> Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Total contract: INR_____; Subcontract: INR_____; Partner share: INR_____;	
8.	Date of award: Date of Commissioning:	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed INR _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements:	
12.	Indicate the approximate percent of total contract value (in INR) of Information System undertaken by subcontract, if any, and the nature of such Information System.	

(Name and Signature of Authorized Signatory)

Note:

1. For each Eligible Assignment, the Bidder should indicate the duration of the assignment, the contract amount, the amount paid to the Bidder and the Bidder's role/involvement.
2. Bidders are expected to provide information in respect of each Eligible Assignment in this Appendix. Each Eligible Assignment must comply with the requirements set out in the Bid Data Sheet.

3. For each completed Eligible Assignment, work order and the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished.
4. For each ongoing Eligible Assignment, the work order and certificate issued by the client certifying the percentage of completion of the assignment by the Bidder should be furnished. The client reserves the right to ask for documentary proofs for the claims made with regard to technical eligibility and work experience at any stage of bid process or for the selected Bidder, any time thereafter.
5. The client reserves all rights to verify the authenticity of experience related certificates or any other certificates submitted by the Bidder, at any stage of bid process or even thereafter. In case of finding any fraudulent practice during verification, the client shall reject the bid or terminate the contract.
6. In case Bidder is claiming International Experience, the amount shall be converted to USD and then to INR based on the RBI rates as per 31st December, 2019.
7. Please limit the description of the project to four (04) single sided pages (two double sided pages) A4 size sheet of paper. Descriptions exceeding four A4 size sheet of paper shall not be considered for evaluation.

APPENDIX 11: CURRENT CONTRACT COMMITMENTS / WORK IN PROGRESS

[Bidders and each partner to an Joint Venture / Consortium bid should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.]

Name of Bidder or partner of a Joint Venture (if allowed):

Name of contract	Client, contact address/tel./fax	Value of outstanding Information System (INR)	Estimated completion date	Average monthly invoicing over last six months (INR)
1.				
2.				
3.				
4.				
5.				

APPENDIX 12: NON-DISCLOSURE DECLARATION

(To be provided on Non-judicial stamp paper of Rs.100/-)

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for RFQ cum RFP _____ [RFQ cum RFP Name]" (hereinafter called the said 'RFQ cum RFP') to DMIC IITGNL, hereinafter referred to as 'Client' and, WHEREAS, the Bidder is aware and confirms that the Client's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Client in the RFQ cum RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Client, NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Client's grant to the Bidder of specific access to Client'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 Client under this Declaration ("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, 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 Client. We also hereby agree that this disclosure will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.
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 Client.

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 RFQ cum RFP 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 RFQ cum RFP and thereafter only as expressly permitted herein;
 - b) to only make copies as specifically authorized by the prior written consent of the Client 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, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause;
 - d) to treat Confidential Information as confidential unless and until Client 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 RFQ cum RFP process or thereafter may require the Bidder's personnel to be present on premises of the Client or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Client while on or off premises of the Client. It is understood that it would be impractical for the Client 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 Bidders confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.
- 5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
- 6. Confidential Information shall at all times remain the sole and exclusive property of the Client. Upon completion of the RFQ cum RFP process and/or termination of the contract or at any time during its currency, at the request of the Client, the Bidder shall promptly deliver to the Client 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 Client. Without prejudice to the above the Bidder shall promptly certify to the Client, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Client in respect of the Confidential Information.
- 7. 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 Client to enable the Client 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 Client. 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.
- 8. The Bidder agrees to indemnify the Client against any and all losses, damages, claims, or expenses incurred or suffered by the Client as a result of the Bidder's breach of this declaration.
- 9. The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this declaration may cause the Client irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Client shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Client shall deem appropriate. Such right of the Client shall be in addition to Remedies otherwise available to the Client at law or in equity.

10. Notwithstanding any other provisions of this declaration, the obligations of confidentiality of the information shall survive the termination or expiration of this declaration.

For and on behalf of:

(Bidder)

Authorized Signatory Office Seal:

Name:

Place:

Designation:

Date:

APPENDIX 13: TECHNICAL PROPOSAL SUBMISSION FORM

[On the Letter head of the Bidder]

[Location, Date]

To

**The CEO and Managing Director,
DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL),
11th Floor, Tower-1, Plot No.-1, Knowledge Park-IV,
Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308**

RFQ cum RFP dated [date] for appointment of Master System Integrator for [name of assignment].

Dear Sir,

With reference to your RFQ cum RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [Sole Bidder/ JV/Consortium] [with] [insert a list with full name and address of each Joint Venture Bidder].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ cum RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ cum RFP.

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for appointment of the Master System Integrator, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Master System Integrator for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
 - a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Client;

- b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to appoint the Master System Integrator, without incurring any liability to the Bidders.
 8. We declare that we are not a member of any other Consortium/Joint Venture applying for appointment as a Master System Integrator.
 9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Master System Integrator services for the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
 11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
 12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the appointment of Master System Integrator or in connection with the selection process itself in respect of the above mentioned Project.
 13. We agree and understand that the proposal is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the Master System Integration services for the Project is not awarded to us or our proposal is not opened or rejected.
 14. In the event of our being selected as the Master System Integrator, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 15. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of assignment.
 16. The Financial Proposal is being submitted online separately. This Technical Proposal read with the Financial Proposal shall be binding on us.

17. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Bidder/Partner in Charge)

APPENDIX 14: TECHNICAL QUALIFICATION EVALUATION CHECKLIST

Bidder is required to fill the below mentioned form. Bidder is required to clearly highlight the page numbers and the requirements asked as part of the RFQ cum RFP Evaluation Criteria in their bid submission. In case, the bidder does not clearly specify the page numbers and highlighted clause(s) required for evaluation, marks may be deducted in their Technical Evaluation.

S. No.	Evaluation Criteria	Documentary Evidence	Page Number		Remarks
	Project Experience		From	To	
1.	<p>Bidder is required to clearly highlight the following for their respective Project documentation. Bidder is required to highlight and mention page number of all their project submissions.</p> <ul style="list-style-type: none"> Successful commissioning/Go-Live of Command and Control Centre / Integrated Operations Centre implementation project. Project scope which includes integrating at least two (2) different city/campus-wide sensors / applications out of the following Eight (8) sensors / applications at the Command and Control Centre: <ol style="list-style-type: none"> Surveillance; Communication network; Environmental Sensors; Streetlight System; e-Governance / ERP; GIS; 	<ul style="list-style-type: none"> Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement.</p>			

S. No.	Evaluation Criteria	Documentary Evidence	Page Number		Remarks
	Project Experience		From	To	
	<p>7. Intelligent Traffic Management System;</p> <p>8. Utilities.</p> <ul style="list-style-type: none"> Minimum Project value of INR 10 crores Project shall be within last seven (7) years as of RFQ cum RFP publish date. 				
2.	<p>Bidder is required to clearly highlight the following for their respective Project documentation. Bidder is required to highlight and mention page number of all their project submissions.</p> <ul style="list-style-type: none"> Successful commissioning/Go-Live of OFC implementation project. Project scope which includes Campus wide / city-wide Fibre Optic Infrastructure deployment Project shall comprise of OFC length of at least 100 km or shall comprise of implementation of 75 switches/routers in an outdoor environment (not inside buildings) per project. Minimum Project value of INR 5 crores Project shall be within last seven (7) years as of RFQ cum RFP publish date. 	<ul style="list-style-type: none"> Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement.</p>			
3.	<p>Bidder is required to clearly highlight the following for their respective Project</p>	<ul style="list-style-type: none"> Work order / Contract clearly highlighting the scope of work, Bill of 			

S. No.	Evaluation Criteria	Documentary Evidence	Page Number		Remarks
	Project Experience		From	To	
	<p>documentation. Bidder is required to highlight and mention page number of all their project submissions.</p> <ul style="list-style-type: none"> • Successful commissioning/Go-Live of software application project. • Project shall also include support for software applications. • Software applications including modules like Finance, Human Resource and Payroll, Utility Billing, Asset Management, Mobile Applications, Citizen Service Portal, Grievance Redressal, Building Plan Approval System (BPAS), File Management System/Document Management System (At least Three out of Nine) • Minimum Project value of INR 3 crores • Project shall be within last seven (7) years as of RFQ cum RFP publish date. 	<p>Material and value of the contract/order; AND</p> <ul style="list-style-type: none"> • Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement.</p>			
4.	<p>Bidder is required to clearly highlight the following for their respective Project documentation. Bidder is required to highlight and mention page number of all their project submissions.</p> <ul style="list-style-type: none"> • Successful commissioning/Go-Live of CCTV Surveillance implementation project. 	<ul style="list-style-type: none"> • Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND • Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. 			

S. No.	Evaluation Criteria	Documentary Evidence	Page Number		Remarks
	Project Experience		From	To	
	<ul style="list-style-type: none"> Project scope shall include at least 50 IP based cameras with integrated Video Management System and recording. Minimum Project value of INR 2 crores Project shall be within last seven (7) years as of RFQ cum RFP publish date. 	In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning status of a part of the order meeting the requirement.			

APPENDIX 15: BID COMPLIANCE UNDERTAKING

[The Bidder-in-charge shall submit an undertaking (on company letterhead and should be signed and stamped by all members of JV/Consortium) confirming compliance to all business, functional and technical requirements as specified in this RFQ cum RFP.]

The Bidder shall submit undertaking with following points:

1. We hereby confirm that our proposal is fully and truly compliant as per the terms and conditions of this RFQ cum RFP without any deviations.

Proposals received without Bid Compliance Undertaking shall be rejected as non-responsive. Proposals with missing, incomplete, or ambiguous responses regarding compliance may be deemed non-responsive. Bidders must submit fully compliant proposal with all the requirements as defined in the document. Client reserves the right to request more information for any or all responses listed after the bid submission deadline during the technical evaluation stage.

APPENDIX 16: MANUFACTURER'S AUTHORIZATIONS

Invitation for Bids: Appointment Of Master System Integrator (MSI) For Supply, Implementation, Integration, Operations And Maintenance Of Smart City ICT Components At Integrated Industrial Township (IIT).

To: _____

WHEREAS _____ who are official producers of
_____ and having production facilities at
_____ with contact details
_____ do hereby authorize
_____ located at
_____ (hereinafter, the "Bidder") to
submit a bid and subsequently negotiate and sign a Contract with you for resale of the following
Products produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of:

Dated on _____ day of _____, _____.

Note: This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

APPENDIX 17: LIST OF PROPOSED SUB-CONTRACTOR (IF APPLICABLE)

System / Sub-system / Item / Activity	Proposed Sub-Contractor (Full Name & Address)	Place of Registration & Qualifications

APPENDIX 18: SOFTWARE LIST

The following table assigns each item of software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Customized Software

APPENDIX 19: CURRICULUM VITAE (CV)

1.	Proposed position	
2.	Name of firm	
3.	Name of expert	[First] [Middle] [Surname]
4.	Date of birth	
5.	Nationality	
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7.	Membership of Professional Organizations	
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]

10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			

11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration
				YYYY to present
12.	Details of tasks assigned			
13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned.]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p>		

		Project Cost: Main project features: Positions held: Activities performed:
14.		Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:
15.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of expert:	Name of Authorized Signatory:

Note:

1. Please restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV.
2. CVs must be signed in indelible ink by the key expert and/or authorized signatory of the Bidders. In case of Unsigned CVs may be liable for rejection.
3. The CVs shall also contain an undertaking from the authorized signatory of the Bidder specifying if the proposed key expert is an employee of the company or not, in the format set out in Appendix 20. In case the proposed Key Expert is not an employee of the Bidder as on the proposal due date, the undertaking must also contain the details about his/her availability for the duration of the Contract, in the format set out in form Appendix 20.

APPENDIX 20: UNDERTAKING REGARDING AVAILABILITY OF KEY EXPERT

To,

Dated:

The CEO and Managing Director

DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL),
11th Floor, Tower-1, Plot No.-1, Knowledge Park-IV,
Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308

Dear Sir,

Sub: Appointment Of Master System Integrator (MSI) For Supply, Implementation, Integration, Operations And Maintenance Of Smart City ICT Components At Integrated Industrial Township (IIT).

We refer to the RFQ cum RFP dated [●] issued by you for Appointment Of Master System Integrator (MSI) For Supply, Implementation, Integration, Operations And Maintenance Of Smart City ICT Components At Integrated Industrial Township (IIT).

We, M/s [Insert name of the Bidder] confirm that Key Expert named below are the employees of the company on the proposal due date:

1.
2.
3.

Further we, M/s [Insert name of the Bidder] confirm that Key Expert named below:

1.
2.
3.
4.

have authorized us to use their technical experience and submit their name as a Key Expert for this Proposal and Project.

If selected as the successful Bidder, we undertake that Key Experts mentioned above would be available and will provide their best services for the duration of the Contract, in accordance with the terms of the RFQ cum RFP and the Contract.

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date:

Place:

APPENDIX 21: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Experts ³				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

2. Support staff				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

³ Bidders, who are executing ongoing mandates with the Client, must propose a separate team of Key Experts while bidding for this project. The Key Experts proposed above should be available for presentations/discussions /meetings with the Client, State Government etc.

APPENDIX 22: WORK SCHEDULE

A. Supply, Implementation, Integration, Testing, Commissioning and Operational Acceptance

S. No.	Activity	Months (in the form of a bar chart)							Total
		M1	M2	M3	M4	M5	M6	n	(months)
	Total								

B. Operations and Maintenance

S. No.	Activity	Months (in the form of a bar chart)							Total
		M1	M2	M3	M4	M5	M6	n	(months)
	Total								

C. Completion and submission of Reports

S. No.	Reports	Date

APPENDIX 23: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A. On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

B. On the data, services and facilities to be provided by the client:

- 1.
- 2.
- 3.
- 4.
- 5.

C. On Technical Proposal:

- 1.
- 2.
- 3.

D. General Comments:

- 1.
- 2.

APPENDIX 24: DESCRIPTION OF APPROACH, PROPOSED SOLUTION, ARCHITECTURE AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT

Project Management and Technical approach with Methodology, Proposed Solution and Architecture are key components of the Technical Proposal. The Bidder is suggested to present its Technical Proposal divided into the following chapters:

- a) Project Management Approach;
 - b) Proposed Solution & Architecture and Technical Approach & Methodology;
 - c) USP and Innovation
 - d) Risk and Mitigation Plan
 - e) Technical Presentation.
 - f) Work Schedule / Implementation Plan (As part of Appendix 22); and
 - g) Organisation and Staffing including Deployment Plan
- Project Management Approach: In this section, the Bidder shall explain its overall philosophy with project management, the systems, tools and processes used to manage the cost and schedule. Specifically, the Bidder must describe how it will organize and deliver the project management tasks/deliverables required in Terms of Reference. The Bidder shall also detail the software implementation methodology given in Volume III.
 - Proposed Solution & Architecture and Technical Approach & Methodology. In this chapter the Bidder shall explain the understanding of the objectives of the assignment, approach to the services, proposed solution for the Project along with technical architecture, technical description, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The Bidder shall highlight the problems to be addressed along with their importance and explain the technical approach the Bidder would adopt to address them. The Bidder should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Bidder shall also highlight the integration and customization approach for Integrated Industrial Township (IIT), Greater Noida. Solution shall also include the unpriced Bill of Material for the proposed make and model.
 - Bidder shall explain the USP and Innovations it will bring for the Project in respect to the Terms of Reference and the Solution proposed by the Bidder.
 - Bidder shall explain the project risks and associated mitigation plan in respect to the RFQ cum RFP.
 - Technical Presentation: In this chapter, Bidder shall propose the technical presentation which it intends to present as part of the technical evaluation. Technical Presentation shall have the proposed solution, architecture, overall approach, methodology, implementation plan, USP, Innovation etc.
 - Work Schedule / Implementation Plan. In this chapter, the Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the Terms of Reference and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables along with the milestones, project activities to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule in Appendix 22.
 - Organisation and Staffing including Deployment Plan. In this chapter, the Bidder shall propose the structure and composition of the proposed team. The Bidder shall list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. Bidder should also include the deployment plan for all its key experts which will be deployed for the Project.

Section 4. Financial Proposal (Price Schedule) - Standard Forms

Table of Contents

1.1	PREAMBLE	108
1.2	FINANCIAL PROPOSAL SUBMISSION FORM.....	109
1.3	GRAND SUMMARY COST TABLE	110
1.4	SUPPLY AND INSTALLATION COST SUMMARY TABLE.....	111
1.5	RECURRENT COST SUMMARY TABLE.....	113
1.6	SUPPLY AND INSTALLATION COST SUB-TABLE 1	114
1.7	RECURRENT COST SUB-TABLE 2.....	128

1.1 Preamble

General

1. The Price Schedules are divided into separate Schedules as follows:
 - 1.2 Financial Proposal Submission Form;
 - 1.3 Grand Summary Cost Table;
 - 1.4 Supply and Installation Cost Summary Table;
 - 1.5 Recurrent Cost Summary Table;
 - 1.6 Supply and Installation Cost Sub-Table 1;
 - 1.7 Recurrent Cost Sub-Tables 2;
2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Terms of Reference and other sections of these RFQ cum RFP Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Terms of Reference, as well as overhead and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the RFQ cum RFP Documents prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clauses 18. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these RFQ cum RFP Documents.
6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Client will correct any arithmetic error in accordance with the provisions of ITB Clause 31.
7. Payments will be made to the Bidder in the currency or currencies indicated under each respective item in INR only. The price of an item should be unique regardless of installation site.

1.2 Financial Proposal Submission Form

[Location]

[Date]

To

**The CEO and Managing Director,
DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL),
11th Floor, Tower-1, Plot No.-1, Knowledge Park-IV,
Greater Noida, Gautam Budh Nagar, Uttar Pradesh, India – 201308
India**

Dear Sir,

Subject: Master System Integration Services for [name of assignment].

We, the undersigned, offer to provide the Master System Integration services for [name of assignment] in accordance with your Request for Qualification – cum - Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date]. We further understand the line items and quantities specified in Supply and Installation Cost Sub-Table 1 (Form 1.6) and Recurrent Cost Sub-Tables 2 (Form 1.7) are indicative and the price quoted by us as part of the Financial Proposal covers all the requirements which are essential to execute this Project. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

1.3 Grand Summary Cost Table

S. No.	Description	Price (INR)
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)	
2.	Recurrent Costs (from Recurrent Cost Summary Table)	
3.	Grand Total (to Bid Submission Form)	

Name of Bidder:	
Authorized Signature of Bidder:	

1.4 Supply and Installation Cost Summary Table

System or Subsystem number “**Entire System procurement**” [as necessary for supply, installation, integration, testing and achieving **Operational Acceptance of the System**, specify items in the Table below, modifying, deleting, or expanding the sample line items and sample table entries as needed.]

S. No.	Subsystems / Items	Description	Supply & Installation Prices	
			Locally supplied items	Items supplied from outside the Client's Country
			INR Price (supply + installation)	INR Price (supply + installation)
1.	Fibre Optic Infrastructure	From Supply and Installation Cost Sub-Table 1		
2.	Public Wi-Fi	From Supply and Installation Cost Sub-Table 1		
3.	City Surveillance with ATCC and ANPR Cameras	From Supply and Installation Cost Sub-Table 1		
4.	IIT Software Modules (ISM)	From Supply and Installation Cost Sub-Table 1		
5.	Public Interactive Kiosks	From Supply and Installation Cost Sub-Table 1		
6.	Environmental Sensors	From Supply and Installation Cost Sub-Table 1		
7.	Other In-Facility Systems	From Supply and Installation Cost Sub-Table 1		
8.	IT and Other Common Infrastructure	From Supply and Installation		

S. No.	Subsystems / Items	Description	Supply & Installation Prices	
			Locally supplied items	Items supplied from outside the Client's Country
			INR Price (supply + installation)	INR Price (supply + installation)
		Cost Sub-Table 1		
9.	City's Integrated Operations Centre (CIOC)	From Supply and Installation Cost Sub-Table 1		
10.	Miscellaneous Cost	From Supply and Installation Cost Sub-Table 1		
Grand Total				

Name of Bidder:	
Authorized Signature of Bidder:	

1.5 Recurrent Cost Summary Table

System or Subsystem number: **“Entire System procurement”** [as necessary for the operation of the System, specify items in the Table below, modifying the sample line items and sample table entries as needed.]

S. No.	Subsystems / Items	Recurrent Cost Sub-Table No.	INR Price
1.1.	Fibre Optic Infrastructure	2	
1.2.	Public Wi-Fi	2	
1.3.	City Surveillance with ATCC and ANPR Cameras	2	
1.4.	IIT Software Modules (ISM)	2	
1.5.	Public Interactive Kiosks	2	
1.6.	Environmental Sensors	2	
1.7.	Other In-Facility Systems	2	
1.8.	IT and Other Common Infrastructure	2	
1.9.	City's Integrated Operations Centre (CIOC)	2	
1.10.	Miscellaneous Cost	2	
Grand Total			

Note: Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Subsystem or line item in this summary table.

Name of Bidder:	
Authorized Signature of Bidder:	

1.6 Supply and Installation Cost Sub-Table 1

System or Subsystem number: **“Entire System procurement”**

Line item number: **[specify: relevant line item number from the Supply and Installation Cost Summary Table (e.g., 1.1)]**

[as necessary for supply, installation, and achieving Operational Acceptance of the System, specify: the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Supply and Installation Cost Summary Table that requires elaboration.]

Unit prices for the same item appearing several times in the table must be identical in amount and currency.

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
1.	Fibre Optic Infrastructure										
1.1.	HDPE Duct										
1.1.1.	10 times 1x40mm for Backbone and Distribution	Mtrs.	216,000.00								
1.1.2.	1x40mm for device connectivity	Mtrs.	7,000.00								
1.1.3.	2x110mm HDPE Duct	Mtrs.	5,000.00								
1.2.	Trenching (Hand Trench and Micro Trench)	Mtrs	As per Bidder Design								
1.3.	Fibre Optic Cable (FOC)										
1.3.1.	48 Count FOC	Mtrs.	22,000.00								

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
1.3.2.	24 Count FOC	Mtrs.	95,000.00								
1.3.3.	12 Count FOC	Mtrs.	2,500.00								
1.3.4.	6 Count FOC	Mtrs.	8,050.00								
1.4.	Manholes with accessories and core cutting (As per finalized design in DPR)	Set	As per Bidder Solution								
1.5.	Handholes with accessories and core cutting (As per finalized design in DPR)	Set	As per Bidder Solution								
1.6.	UTP Copper Cable and Patch Cords (As per Bidder's Solution)	LS									
1.7.	Copper Patch Panels (As per Bidder's Solution)	LS									
1.8.	Fibre Optic Splice Closure (FOSC) (As per Bidder's Solution)	LS									
1.9.	Optical Connectors (As per Bidder's Solution)	LS									
1.10.	Fibre Patch Cords (As per Bidder's Solution)	LS									

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
1.11.	Fibre Distribution Management System (FDMS)	Nos.	2.00								
1.12.	Fibre Termination Panel (FTP)										
1.12.1.	48 Count FTP (As per Bidder's Solution)	LS									
1.12.2.	24 Count FTP (As per Bidder's Solution)	LS									
1.12.3.	12 Count FTP (As per Bidder's Solution)	LS									
1.12.4.	6 Count FTP (As per Bidder's Solution)	LS									
1.13.	Fibre Optic Patch Panel	LS									
1.14.	Ethernet Switch and Router										
1.14.1.	Type I: Industrial Grade Field Switch	Nos.	50.00								
1.14.2.	Distribution Switch at PoP	Nos.	4.00								
1.14.3.	Core Switch	Nos.	2.00								
1.14.4.	Core Router	Nos.	2.00								

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
1.14.5.	Server/Workstation Connectivity Ethernet Switch	Nos.	3.00								
1.15.	Enterprise Management System (EMS)	Set.	1.00								
1.16.	POP Room (including all civil, interiors, electrical, mechanical, structural, communications, fire, furniture and fitouts) - 1000 Sq. Ft.	Nos	1.00								
1.17.	Rodent Repellent System	Set	1.00								
1.18.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS									
2.	Public Wi-Fi										
2.1.	Wi-Fi Access Point with Controller	Nos.	30.00								
2.2.	Wi-Fi Management System	Nos.	1.00								
2.3.	Poles for Field Devices	Nos.	70.00								
2.4.	Any other Hardware or Software required to meet	LS									

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
	the RFQ cum RFP requirements										
3.	City Surveillance with ATCC and ANPR Cameras										
3.1.	CCTV – Fixed	Nos.	70.00								
3.2.	CCTV – PTZ	Nos.	20.00								
3.3.	Video Management System (VMS) including Central Application	Set	1.00								
3.4.	Automatic Traffic Counter and Classifier (ATCC)	Nos.	6.00								
3.5.	Software License (Automatic Traffic Counter and Classifier)	Set	1.00								
3.6.	Automatic Number Plate Recognition (ANPR)	Nos.	18.00								
3.7.	Software License (Automatic Number Plate Recognition)	Set	1.00								
3.8.	Variable Message Display (VMD)	Nos.	7.00								
3.9.	Gantry for ATCC and ANPR Cameras	Nos.	6.00								

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
3.10.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS									
4.	IIT Software Modules (ISM)										
4.1.	Workflow and File Management System	Set	1.00								
4.2.	GIS										
4.2.1.	Survey and Preparation of Base Map	Set	1.00								
4.2.2.	3D BIM	Set	1.00								
4.2.3.	Web GIS	Set	1.00								
4.2.4.	GIS Enterprise License	Set	1.00								
4.3.	Enhancement of Website	Set	1.00								
4.4.	Chatbot Solution	Set	1.00								
4.5.	Citizen Facilitation Centre (CFC)	Set	1.00								
4.6.	Customer Relationship Management (CRM)	Set	1.00								
4.7.	Portal	Set	1.00								

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
4.8.	Revenue Management	Set	1.00								
4.9.	Finance and Management Accounting	Set	1.00								
4.10.	Purchase and Inventory Management	Set	1.00								
4.11.	Contracts Management	Set	1.00								
4.12.	Operations, Maintenance and Asset Lifecycle Management	Set	1.00								
4.13.	Projects and Works Management	Set	1.00								
4.14.	Human Resources and Payroll Module	Set	1.00								
4.15.	Water Utility Management and Billing	Set	1.00								
4.16.	Citizen Grievances Redressal	Set	1.00								
4.17.	Right to Information (RTI)	Set	1.00								
4.18.	Legal	Set	1.00								
4.19.	Secretarial and Meeting Scheduler	Set	1.00								

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
4.20.	Visitor Management	Set	1.00								
4.21.	e-Mail Solution and Instant Messenger with Online Storage for DMIC IITGNL	Set	1.00								
4.22.	Enhancement of e-LMS	Set	1.00								
4.23.	Automated Building Plan Approval System	Set	1.00								
4.24.	Dashboards	Set	1.00								
4.25.	Dongle based e-Signature Solution	Set	1.00								
4.26.	Mobile Application	Set	1.00								
4.27.	Blockchain for Land Records	Set	1.00								
4.28.	Digitization	Pages	75,000.00								
4.29.	Data Migration	Set									
4.30.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS									
5.	Public Interactive Kiosks										
5.1.	Public Interactive Kiosk	Nos.	10.00								

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
	(including all associated components except switch)										
5.2.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS									
6.	Environmental Sensors										
6.1.	Environmental Sensors - Hardware and Software	Nos.	2.00								
6.2.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS									
7.	Other In Facility System										
7.1.	Building Management System (BMS)	Nos.	1.00								
7.2.	Access Control Reader	Nos.	18.00								
7.3.	Access Control Central Software	Set	1.00								
7.4.	Facial Detector & Scanner for Access Control + Software	Nos.	2.00								

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
7.5.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS									
8.	IT and Other Common Infrastructure										
8.1.	Data Security										
8.1.1.	Firewall	Set	1.00								
8.2.	Workstations										
8.2.1.	Operator Workstations	Nos.	12.00								
8.2.2.	Laptop	Nos.	5.00								
8.2.3.	Tablets – 64 GB (Wi-Fi + Cellular)	Nos.	3.00								
8.3.	Communication Cabinets with 42U Racks	Nos.	10.00								
8.4.	9U Racks at RMUs	Nos.	50.00								
8.5.	Outdoor Enclosure/ Field Cabinets	Nos.	As per Bidder Solution								
8.6.	Servers	LS									
8.7.	Uninterruptable Power Supply (UPS)										

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
8.7.1.	UPS Inside POP	Nos.	1.00								
8.7.2.	UPS Inside CIOC	Nos.	1.00								
8.7.3.	UPS for Field Devices	Nos.	As per Bidder Solution								
8.8.	Cloud Service Provider (per month cost)	Set	1.00								
8.9.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS									
9.	City's Integrated Operations Centre										
9.1.	10 x 70" Video Wall Cubes with Controller	Set	1.00								
9.2.	Boardroom Monitor	Nos.	1.00								
9.3.	Video Conferencing System	Set	1.00								
9.4.	Room Control System including Panel	Set	1.00								
9.5.	Operator Console	Nos.	6.00								
9.6.	Multi-Functional Printer including Scanner	Nos.	1.00								

Appointment Of Master System Integrator (MSI) For Supply, Implementation, Integration, Operations And Maintenance Of Smart City ICT Components At Integrated Industrial Township (IIT) under the DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL)

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
9.7.	Contact Centre Solution	Set	1.00								
9.8.	EPABX System	Set	1.00								
9.9.	Network Time Protocol (NTP) based Digital Clock	Nos.	1.00								
9.10.	Smart City Platform	Set	1.00								
9.11.	Diesel Generator (DG) with AMF Panel	Set	1.00								
9.12.	CIOC, TSP room, Server Room, CFC Room, Electrical Room Civil Works including interiors, electrical, mechanical, structural, communications, fire, fitouts, furniture etc.	Sq.ft.	3,000.00								
9.13.	Testing Control Centre Civil Works including interiors, electrical, mechanical, structural, communications, fire, fitouts, furniture etc.	Sq. ft,	500.00								
9.14.	Integration with Third Party Systems	Set	1.00								
9.15.	Telecom Connectivity	Set	1.00								

S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Proposed Make and Model	Unit Price		Total Price		Taxes and Duties		Total Cost (Supply + Installation + Taxes and Duties)
					Supply	Installation/ Integration / Services	Supply	Installation/ Integration / Services	Applicable GST	Any other Taxes/ Duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
9.16.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS									
10.	Miscellaneous Cost										
10.1.	Content Writer - 1 Personnel	Months	12.00								
10.2.	Third Party Testing, Inspection and Audit	Set									
	Total (A)										
	Deduction on Account of Wi-Fi Monetization (B)										
Grand Total (A-B)											

Notes:

1. GST to be entered shall be as per the applicable charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Client's Country.
2. Any item/ material either hardware or software required to meet the functionality specified in the tender document whose related component is missing in the above table has to be accounted by the Bidder and the cost of the same is assumed to be reflected and taken care in the cost specified to the Client by the Bidder in the financial bid. The Client is liable only to pay the Contract costs as per the payment terms mentioned to the Bidder to meet all the requirements as specified in the bidding documents.

3. The Bidder has to modify the above indicative table and make a comprehensive list of System inventory table by including the components which the Bidder might think are relevant based on the Bidders design to meet all the bid requirements indicating the costs of the same in the financial bid.
4. The Bidder shall assess the quantity of spares/ consumables to meet the SLA clauses mentioned in the bidding documents and factor that as part of his Bid. It is the Bidder's responsibility to maintain the minimum required spares at any given time to meet the SLA requirement at no additional cost to the Client.
5. The evaluation will take the total cost incurred for the Client inclusive of spares/ consumables while evaluating the bids which is to be included by the Bidder in the Contract cost itself.
6. The Contract Cost shall be inclusive of all the installation, commissioning, testing and any other costs that might be incurred by the Bidder during the duration of the contract.
7. The Client has the right to increase / decrease the quantities and the Supply & Installation costs will be adjusted as per the unit costs indicated above.
8. No variation shall be provided for items which are identified as LS, Set, As per Bidder's Solution.
9. The Bidder shall optimize the servers, storage, UPS, Cabinets and Poles required for various sub-systems as per their Solution without affecting the performance and service levels.

Name of Bidder:	
Authorized Signature of Bidder:	

1.7 Recurrent Cost Sub-Table 2

Lot number: **“Single lot procurement”**

Line item number: **[specify: relevant line item number from the Recurrent Cost Summary Table (e.g., z.1)]**

Currency: **[specify: the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed]**

[as necessary for operation of the System, specify: the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.]

Unit prices for the same item appearing several times in the table must be identical in amount and currency.

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
1.	Fibre Optic Infrastructure						
1.1.	HDPE Duct						
1.1.1.	10 times 1x40mm for Backbone and Distribution						
1.1.2.	1x40mm for device connectivity						
1.1.3.	2X110mm HDPE Duct						
1.2.	Trenching (Hand Trench and Micro Trench)						
1.3.	Fibre Optic Cable (FOC)						
1.3.1.	48 Count FOC						
1.3.2.	24 Count FOC						
1.3.3.	12 Count FOC						
1.3.4.	6 Count FOC						
1.4.	Manholes with accessories and core cutting (As per finalized design in DPR)						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
1.5.	Handholes with accessories and core cutting (As per finalized design in DPR)						
1.6.	UTP Copper Cable and Patch Cords (As per Bidder's Solution)						
1.7.	Copper Patch Panels (As per Bidder's Solution)						
1.8.	Fibre Optic Splice Closure (FOSC) (As per Bidder's Solution)						
1.9.	Optical Connectors (As per Bidder's Solution)						
1.10.	Fibre Patch Cords (As per Bidder's Solution)						
1.11.	Fibre Distribution Management System (FDMS)						
1.12.	Fibre Termination Panel (FTP)						
1.12.1.	48 Count FTP (As per Bidder's Solution)						
1.12.2.	24 Count FTP (As per Bidder's Solution)						
1.12.3.	12 Count FTP (As per Bidder's Solution)						
1.12.4.	6 Count FTP (As per Bidder's Solution)						
1.13.	Fibre Optic Patch Panel						
1.14.	Ethernet Switch and Router						
1.14.1.	Type I: Industrial Grade Field Switch						
1.14.2.	Distribution Switch at PoP						
1.14.3.	Core Switch						
1.14.4.	Core Router						
1.14.5.	Server/Workstation Connectivity Ethernet Switch						
1.15.	Enterprise Management System (EMS)						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
1.16.	POP Room (including all civil, interiors, electrical, mechanical, structural, communications, fire, furniture and fitouts) - 1000 Sq. Ft.						
1.17.	Rodent Repellent System						
1.18.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
2.	Public Wi-Fi						
2.1.	Wi-Fi Access Point with Controller						
2.2.	Wi-Fi Management System						
2.3.	Poles for Field Devices						
2.4.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
3.	City Surveillance with ATCC and ANPR Cameras						
3.1.	CCTV – Fixed						
3.2.	CCTV – PTZ						
3.3.	Video Management System (VMS) including Central Application						
3.4.	Automatic Traffic Counter and Classifier (ATCC)						
3.5.	Software License (Automatic Traffic Counter and Classifier)						
3.6.	Automatic Number Plate Recognition (ANPR)						
3.7.	Software License (Automatic Number Plate Recognition)						
3.8.	Variable Message Display (VMD)						
3.9.	Gantry for ATCC and ANPR Cameras						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
3.10.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
4.	IIT Software Modules (ISM)						
4.1.	Workflow and File Management System						
4.2.	GIS						
4.2.1.	Survey and Preparation of Base Map						
4.2.2.	3D BIM						
4.2.3.	Web GIS						
4.2.4.	GIS Enterprise Solution						
4.3.	Enhancement of Website						
4.4.	Chatbot Solution						
4.5.	Citizen Facilitation Centre (CFC)						
4.6.	Customer Relationship Management (CRM)						
4.7.	Portal						
4.8.	Revenue Management						
4.9.	Finance and Management Accounting						
4.10.	Purchase and Inventory Management						
4.11.	Contracts Management						
4.12.	Operations, Maintenance and Asset Lifecycle Management						
4.13.	Projects and Works Management						
4.14.	Human Resources and Payroll Module						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
4.15.	Water Utility Management and Billing						
4.16.	Citizen Grievances Redressal						
4.17.	Right to Information (RTI)						
4.18.	Legal						
4.19.	Secretarial and Meeting Scheduler						
4.20.	Visitor Management						
4.21.	e-Mail Solution and Instant Messenger with Online Storage for DMIC IITGNL						
4.22.	Enhancement of e-LMS						
4.23.	Automated Building Plan Approval System						
4.24.	Dashboards						
4.25.	Dongle based e-Signature Solution						
4.26.	Mobile Application						
4.27.	Blockchain for Land Records						
4.28.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
5.	Public Interactive Kiosks						
5.1.	Public Interactive Kiosk (including all associated components except switch)						
5.2.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
6.	Environmental Sensors						
6.1.	Environmental Sensors - Hardware and Software						
6.2.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
7.	Other In-Facility Systems						
7.1.	Building Management System (BMS)						
7.2.	Access Control Reader						
7.3.	Access Control Central Software						
7.4.	Facial Detector & Scanner for Access Control + Software						
7.5.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
8.	IT and Other Common Infrastructure						
8.1.	Data Security						
8.1.1.	Firewall						
8.2.	Workstation						
8.2.1.	Operator Workstations						
8.2.2.	Laptop						
8.2.3.	Tablets – 64 GB (Wi-Fi + Cellular)						
8.3.	Communication Cabinets with 42U Racks						
8.4.	9U Racks at RMUs						
8.5.	Outdoor Enclosure/ Field Cabinets						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
8.6.	Servers						
8.7.	Uninterruptable Power Supply (UPS)						
8.7.1.	UPS Inside POP						
8.7.2.	UPS Inside CIOC						
8.7.3.	UPS for Field Devices						
8.8.	Cloud Service Provider (per month cost)						
8.9.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
9.	City's Integrated Operations Centre						
9.1.	10 x 70" Video Wall Cubes with Controller						
9.2.	Boardroom Monitor						
9.3.	Video Conferencing System						
9.4.	Room Control System including Panel						
9.5.	Operator Console						
9.6.	Multi-Functional Printer including Scanner						
9.7.	Contact Centre Solution						
9.8.	Network Time Protocol (NTP) based Digital Clock						
9.9.	Smart City Platform						
9.10.	Diesel Generator (DG)						
9.11.	CIOC, TSP room, Server Room, CFC Room Civil Works including interiors, electrical, mechanical, structural, communications, fire,						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
	fitouts, furniture etc.						
9.12.	Telecom Connectivity						
9.13.	SMS, e-Mail, WhatsApp gateway charges						
9.14.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
10.	Miscellaneous Costs						
10.1.	CIOC Operators - 6 Personnel in three shifts						
	Grand Total						

Notes:

1. Bidders to refer Indicative System Inventory Table (Recurrent Cost Items) for accessing the quantities in the Recurrent Cost Sub-table 2 above.
2. The above costs should be inclusive of all expenses, over-heads, 3G/LTE communication, etc. and covering the entire scope as per the tender document during the Maintenance Period.
3. The recurrent costs shall also be calculated to meet the SLA's specified in the Volume II – Service Levels.
4. The Bidder is not allowed to quote a Unit Rate for an Operations Item for a subsequent year to be lower than the Unit Rate of the current year; it can utmost be equal if not higher than the current year.
5. The Bidder should indicate supply and installation/ services cost separately wherever applicable for each line item of the “1.7 Recurrent Cost Sub-Table 2” in the same table.
6. The Client has the right to increase decrease the quantities and the recurrent cost will be adjusted as per the unit costs indicated above.

Name of Bidder:	
Authorized Signature of Bidder:	

Section 5. Corrupt and Fraudulent Practices

- 5.1 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 RFQ cum RFP, the Client shall reject a Proposal 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, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFQ cum RFP, including consideration and evaluation of such Bidder's Proposal.
- 5.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder is found by the Client 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 LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFQ cum RFP issued by the Client during a period of 3 (three) years from the date such Bidder is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3 For the purposes of this Clause 5.3, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, 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 issuance of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/adviser of the Client in relation to any matter concerning the Contract;
 - (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
 - (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process;

- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client 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
- (f) “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.

*

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.