DMIC IITGNL

DMIC Integrated Industrial Township Greater Noida Limited

International Competitive Bidding (ICB)

SELECTION OF SYSTEM INTEGRATOR FOR DESIGNING, DEVELOPMENT, IMPLEMENTATION, INTEGRATION, TESTING, COMMISSIONING AND SUPPORT FOR E-LAND MANAGEMENT SYSTEM FOR INTEGRATED INDUSTRIAL TOWNSHIP PROJECT AT GREATER NOIDA, UTTAR PRADESH

Request for Qualification (RfQ)

Cum

Request for Proposal (RfP)

2017

**DMIC Integrated Industrial Township
Greater Noida Limited (DMIC IITGNL)**
H-169, Chitvan Estate, Sector Gamma – II, Greater
Noida,
Gautam Budh Nagar,Uttar Pradesh 201308
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NOTICE INVITING REQUEST FOR PROPOSAL

DMIC IITGNL
DMIC Integrated Industrial Township Greater Noida Limited
International Competitive Bidding (ICB)

REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL FOR SELECTION OF SYSTEM INTEGRATOR FOR DESIGNING, DEVELOPMENT, IMPLEMENTATION, INTEGRATION, TESTING, COMMISSIONING AND SUPPORT FOR E-LAND MANAGEMENT SYSTEM FOR INTEGRATED INDUSTRIAL TOWNSHIP PROJECT AT GREATER NOIDA, UP

An Integrated Industrial Township is being developed at Greater Noida as part of the Delhi-Mumbai Industrial corridor (DMIC). A special purpose company in the name of DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL) has been incorporated between National Industrial Corridor Development & Implementation Trust (NICDIT), and Greater Noida Industrial Development Authority (GNIDA) to implement, promote and facilitate the development of Integrated Industrial Township project

DMIC IITGNL invites "Request for Qualification (RFQ) cum (RFP) Proposal" (RFQ cum RFP) from interested bidders for following project :

Design, development, implementation, integration, testing, commissioning and support for e-land management system Consultant for IIT Project at Greater Noida, UP.

RFQ cum RFP shall be available on https://etender.up.in & link at www.iitgnl.com & www.dmicdc.com from 11/11/2017. RFQ cum RFP Processing fee of Rs. 50,000/- (Rupees Fifty Thousand only exclusive of Goods & Services Tax @ 18%) and bid security of Rs. 10 Lakh (Rupees Ten Lakh) will be paid by the bidders through RTGS to DMIC IITGNL. There will be no physical/hard bound submission and the 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 RFQ documents on above mentioned website. Pre bid meeting for this project will be held on 23/11/2017 at 3:00 PM, last date for bid submission is 22/12/2017.

Any queries must be addressed to:

The CEO & Managing Director
DMIC Integrated Industrial Township Greater Noida Limited
H-169 Chitvan Estate, Sector Gamma – II, Greater Noida,
Gautam Budh Nagar, Uttar Pradesh 201308
Phone: +91 120 4256300
Email: gmplnggnida@gmail.com, pnd.iitgnl@gmail.com,
tenders@dmicdc.com
CIN No: U74900UP2014PLC063430; website :www.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.

   DSC should be in the name of the authorized signatory as authorized in Appendix II or Appendix III of the submitted Bid. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). Please ensure the submission of document certifying the class II/ III DSC.

   (ii) To participate in the Bidding, it is mandatory for the applicants to get registered 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 bid.

   (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 DMIC IITGNL www.iitgnl.com & DMICDC www.dmicdc.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.

   (iii) The complete BID document can be viewed / downloaded from e-tender portal of DMIC IITGNL from the date & time mentioned in the "Important Information" section under Clause 2.16.

   (iv) To participate in Bidding, applicants have to pay through online mode a bid processing fee of Rs.50,000 (Rupees Fifty thousand only Excluding applicable Goods & Services Tax and cess @ 18%) towards processing fee for BID (non- refundable) and BID Security is also to be furnished by the Bidder for the amount of Rs.10,00,000 (Rupees Ten Lakh only). Bid Processing fee and Bid Security to be paid by the bidder through RTGS to IITGN (Bank- Bank of Baroda, Sector- Gamma – II, Greater Noida branch, IFSC-BARB0GAMNOI6, Account No.- 98250200000388).

2. **Preparation & Submission of BIDs:**

   The Bidder may submit his BID online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is available on e-procurement portal.

   (i) The documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 10 MB) and uploaded during the on- line submission of BID.

   (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 22nd December 2017 (up to 1500 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) DMIC IITGNL shall open on-line received Technical BIDs at 15:00 hours IST on the BID Due Date 27th December 2017., in the presence of the Bidders, who choose to attend. DMIC IITGNL will subsequently examine and evaluate the BIDs in accordance with the provisions of the RFQ cum RFP.

   (iii) 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.

   (iv) The online payment facility for the submission of registration Fee and Tender Processing Fee, which is payable to e-tender [service provider, has been enabled on e – Tender Portal https://etender.up.nic.in. The bidders can pay registration Charges as applicable and Tender Processing Fees.

Disclaimer

(i) This RFQ cum RFP is not an agreement and is neither an offer nor invitation by 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.

(ii) The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFQ cum RFP. This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by DMIC IITGNL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for DMIC IITGNL, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Preliminary Design details/ information, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

(iii) 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.

(iv) 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.

(v)   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.

(vi)   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.

(vii)   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.

(viii) 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.

(ix)   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.

(x)   Laws of the Republic of India are applicable to this RFQ cum RFP.

(xi) 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.

(xii) 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 DMIC IITGNL www.iitgnl.com & DMICDC www.dmicdc.com for access and download.

Greater Noida

Date: 11th November 2017

1. Introduction

The Government of India (GoI) has proposed the development of a Dedicated Freight Corridor (DFC) between Delhi and Mumbai covering a total length of 1483 km and is passing through six states of India. The corridor is envisaged to influence the pattern of development and industrialization of the region. To tap the development potential of the proposed freight corridor, a band spanning 150 kilometres wide on both sides of the freight corridor has been identified as Influence Region and is proposed to be developed as Delhi-Mumbai Industrial Corridor (DMIC).

GoI has recently come up with a national Programme, "Make-In-India" to promote manufacturing sector in a comprehensive manner. The program aims to facilitate investment, foster innovation, enhance skill development, protect intellectual property, and build best-in- class manufacturing infrastructure. On the other hand, contribution of manufacturing sector to overall GDP in India is still lower as compared to that of fast developing economies in the region like Thailand, China, Indonesia and Malaysia.

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

In the state of Uttar Pradesh, an Integrated Industrial Township, at Greater Noida (IITGN) is being developed to foster industrial and economic growth in the NCR region. The development of this township 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 the National Industrial Corridor Development & Implementation Trust (NICDIT).

IITGN has significant potential for growth in various industrial sectors. The Gautam Budh Nagar District is already an established location for automobile and automobile-related manufacturing, IT/ITES Electronics and Electrical and other major industrial sectors. Integrated Industrial Township Greater Noida will be the showcase for Uttar Pradesh's strengths in IT/ITES/Hi-Tech/Bio-Technology and R&D industries. It will be the next sought after trade city, venue for research and design, and high-tech hub in the proximity of the national Capital Region (NCR). The strategic location of the Greater Noida places it at the convergence of Uttar Pradesh's production, manufacturing, and service sector. The industrial area also has the potential to become a niche for meetings, incentives, conventions, and exhibitions. It is well connected by roads, rail, and air and will have good connectivity to the ports after development of the Dedicated Freight Corridor (DFC).

The IITGN 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 IITGN is expected to add huge

employment to its current strength and to add value and exports to the Uttar Pradesh as a whole.

The broad vision for the IITGN is to become a 'showcase of Uttar Pradesh's Industrial Development with the following principles:

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

As part of the project vision, DMIC IITGNL intends to implement an electronic land management system that will allow its potential clients apply for land using a state-of-the-art online system. This system will also enable key DMIC IITGNL officials to review and process the land applications online and create an online land management system.

The system shall support end-to-end functionality of land management including

(1) Getting registered on the land portal/DMIC IITGNL website,

(2) Applying for land,

(3) Online application review with online approvals, and

(4) Online payment for registration, etc.

Note that the implementation of this system has been broadly divided into four (4) Phases i.e. Phase 1, 2, 3 and 4, further detailed in this document.

The detailed scope of services to be provided under this RFQ cum RFP to design, develop, implement, integrate, test, commission and support for IITGN's e-Land Management System is provided in the Terms of Reference.

2. Objectives

The objective of this RFQ cum RFP is to engage a system integrator for **design, development, implementation, integration, testing, commissioning and support for IITGN's e-land management system under the DMIC IITGN.**

3. A System Integrator will be selected under Combined Quality cum Cost Based Selection (CQCCBS) and procedures described in this RFQ cum RFP.

4. The RFQ cum RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Applicants

SECTION 3: Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard forms of Contract

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 DMIC IITGNL www.iitgnl.com & DMICDC website www.dmidc.com for access and download.

Yours sincerely

CEO & MD
DMIC IITGNL

Section - 2
Instructions to Applicants

2.1   Introduction

2.1.1   The Client named in the data sheet will select a firm/ organization (Systems Integrator), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Systems Integrator shall be on the basis of an evaluation by Client through the selection process specified in this RFQ cum RFP (the "Selection Process"). Applicants 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.

2.1.2   The Applicants are invited to submit Technical and Financial Proposals (collectively called as "the Proposal"), as specified in the data sheet, for the services required for the Assignment. 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 Systems Integrator. The Systems Integrator shall carry out design, development, implementation, integration, testing, commissioning and support for IITGN's e-land management system in accordance with the Terms of Reference of this RFQ cum RFP (the "TOR").

2.1.3   The Applicant 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 Applicant shall be required to enter into a contract with the Client in the form specified in this RFQ cum RFP (the "Contract").

2.1.4   Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals.

2.1.5   The Client will timely provide, at no cost to the Systems Integrator, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the Assignment available with the Client. 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 Applicants towards preparation of their Proposals. The Applicants 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.

2.1.6   Applicants 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 Applicants.

2.1.7   Client requires that the Systems Integrator provides professional,

objective, and impartial advice and 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 Systems 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.

2.1.8 It is the Client's policy to require that the Systems Integrator observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:

1. defines, for the purposes of this provision, the terms set forth below as follows:

   a) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and

   b) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among Applicants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.

2. Will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;

3. Will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

2.1.9 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.

2.1.10 Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ cum RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint   the third arbitrator. The

seat of arbitration shall be Delhi – India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

2.1.11 Termination of Contract: Client will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of System Integrator, the Client will reimburse all the expenses incurred by the System Integrator (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the System Integrator or in case of termination of the contract by the System Integrator for reasons not attributable to the Client, the Client will forfeit the performance security of the System Integrator.

2.1.12 Details related to timelines and submission of deliverables at each stage is given in the TOR.

2.1.13 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the "PDD").

2.1.14 Brief Description of the Selection Process: The Client has adopted a three stage selection process (collectively the "Selection Process") for evaluating the Proposals. The Bids shall comprise of three parts namely the Pre-Qualification, Technical and Financial. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ cum RFP. Subsequently the technical evaluation as specified in this RFQ cum RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposals of only technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFQ cum RFP. The first ranked Applicant (the "Selected Applicant") shall be issued the letter of Award (the "LOA") while the second ranked Applicant will be kept in reserve till the Selected Applicant provides written acceptance of the LOA.

2.1.15 Number of Proposals: No Applicant or its Associate shall submit more than one Application for the Assignment. An Applicant applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.1.16 Visit to the Client and Verification of Information: Applicants are encouraged to submit their respective Proposals after visiting the office of the Client or its delegates as the case may be, and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.

2.1.17 Right to reject any or all Proposals:

1. Notwithstanding anything contained in this RFQ cum RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:

   a) at any time, a material misrepresentation is made or discovered, or

   b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

3. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.1.18   Acknowledgement by Applicant

1. It shall be deemed that by submitting the Proposal, the Applicant has:

   a) made a complete and careful examination of the RFQ cum RFP ;

   b) received all relevant information requested from the Client;

   c) 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;

   d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

   e) acknowledged that it does not have a Conflict of Interest; and

   f) agreed to be bound by the undertaking provided by it under and in term hereof.

2. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant 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.

2.1.19   RFQ cum RFP Processing Fee: The RFQ CUM RFP submissions shall be accompanied by an online fee of Rs. 50,000 (Rupees Fifty Thousand only Exclusive of Goods & Services Tax of 18%), as a non-refundable RFQ cum RFP processing fee (the "RFQ cum RFP Processing Fee"). Proposals unaccompanied with the aforesaid RFQ cum RFP Processing Fee shall be liable to be rejected by the Client.

2.1.20   Project Office: Applicant is advised to have their presence in Greater Noida. Weekly meetings maybe held in IITGNL's Greater Noida office, or at a location determined by the client. as may be necessary.

2.2   Clarification and amendment of RFQ cum RFP documents

2.2.1   Applicants may seek clarification on this RFQ cum RFP document no later

than the date specified in the Data sheet. The Client reserves the right to not entertain any queries post that date. The Applicants are requested to submit a MS Word file of the queries.

The Client will endeavour to respond to the queries not later than 2 (two) weeks prior to the Proposal Due Date. The Client will post the reply to all such queries on its official website.

2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ cum RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Client's Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.

2.2.3 Date of pre-bid meeting and venue is mentioned in data sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who choose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.3 Clarification and/ or interpretation of reports

After submission of the final reports of each phase by the System Integrator, to the satisfaction of the Client or DMIC IITGNL, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, System Integrator shall, on receipt of written request form the Client or DMIC IITGNL, furnish such clarification to the satisfaction of Client or DMIC IITGNL within five (05) working days without any extra charge.

2.4 Ownership of document and copyright

All the study outputs including primary data shall be compiled, classified and submitted by the Systems Integrator to the Client in soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.

2.5 Bid security

2.5.1 A bid security for the sum of Rs.10,00,000/- (Rupees Ten Lakh Only) shall be required to be submitted by each Applicant ("Bid Security") through RTGS.

2.5.2 Bids received without the specified Bid Security will be summarily rejected.

2.5.3 The Client will not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Applicants shall be returned, without any interest, within two months after signing the contract with the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's

Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFQ cum RFP and contract.

2.5.4   The Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Client in regard to the RFQ cum RFP without prejudice to Client's any other right or remedy under the following conditions:

1. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ cum RFP (including the Standard Form of Contract);

2. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ CUM RFP and as extended by the Applicant from time to time,

3. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or

4. If the Applicant commits any breach of terms of this RFQ cum RFP or is found to have made a false representation to Client.

2.5.5   Performance Security equivalent to the amount indicated in this RFQ cum RFP shall be furnished before signing of the contract in the form of a Bank Guarantee in the format specified in RFQ cum RFP document.

For the successful bidder, the Performance Security shall be retained by Client until the completion of the assignment by the System Integrator and be released 180 (Three Hundred Eighty) days after the completion of the assignment.

In the event the System Integrator is a joint venture consortium, the Performance Security may be provided by any member; provided that such Performance Security shall mention the details of this Contract and other members.

2.6   Eligibility of applicants

2.6.1   The Applicant for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment.

2.6.2   An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 / 2013 or a body corporate incorporated under the applicable laws of its origin.

2.6.3   An Applicant shall not have a conflict of interest that may affect the Selection Process or the Assignment (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to

any other right or remedy that may be available to the Client hereunder or otherwise.

2.6.4   An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

1.   the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, 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 an Applicant, 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 Applicant, Member or Associate, as the case may be) in the other Applicant, 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 section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) 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 (b) subject always to sub-clause (a) 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 (b) 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

2.   a constituent of such Applicant is also a constituent of another Applicant; or

3.   such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

4.   such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

5.   such Applicant has a relationship with another Applicant, 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 Application of either or each of the other Applicant; or

6.   there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-contractors) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the System Integrator will depend on the circumstances of each case. While providing services to

the Client for this particular assignment, the System Integrator shall not take up any assignment that by its nature will result in conflict with the present assignment; or

7. a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFQ cum RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

8. the Applicant, 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 an Applicant, 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 Applicant, 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 section 4A of the Companies Act, 1956. For the purposes of this sub-clause, indirect shareholding shall be computed in accordance with the provisions of sub-clause (b) above.

9. For purposes of this RFQ cum RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (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.

2.6.5   An Applicant eventually appointed to provide Systems Integration Services for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment or to assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to services performed for the Client in continuation of this Assignment or to any subsequent services performed for the Client in accordance with the rules of the Client. For the avoidance of doubt, an entity affiliated with the System Integrator shall include a partner in the firm's or a person who holds more than 5 percent of the subscribed and paid

up share capital of the System Integrator, as the case may be, and any Associate thereof.

2.6.6   Any entity which 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, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.

2.6.7   An Applicant or its Associate should have, 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 Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.6.8   In case the Applicant is a Consortium, it shall, comply with the following additional requirements:

1. Number of members in a consortium shall not exceed 3 (three);

2. Subject to the provisions of sub-clause (1) above, the Application should contain the information required for each member of the Consortium;

3. Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFQ cum RFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm should have maximum responsibility pertaining to execution of Assignment;

4. The Application should include a brief description of the roles and responsibilities of individual members;

5. An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for the Assignment;

6. No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant is a consortium).

7. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:

   a) clearly outline the proposed roles and responsibilities, if any, of each member;

   b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the System

Integrator in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;

c) clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Assignment, if awarded to the Consortium;

d) except as provided under this RFQ cum RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

2.7 Preparation of proposal

2.7.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ cum RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.7.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFQ cum RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.7.3 Technical Proposal: While preparing the Technical Proposal, Applicants must give particular attention to the following:

1. The team leader proposed must be a permanent full time employee of the firm or in case of a consortium /JV, of the Lead Member of the consortium/JV. It is desirable that the other key staff be either permanent full time employees of the firm or have a dedicated full time contract to work on this project.

2. If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff along with his current Client must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.

3. System Integrator is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key staff.

4. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.

5. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.

6. The key personnel shall remain available for the period as indicated in the RFQ cum RFP.

7. No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished.

8. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key personnel 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 Authorized signatory shall be required in original.

9. 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.

10. Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (scale, fee, duration etc.) and the scope of work on the projects.

11. The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.

12. If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite key personnel from that foreign company/ entity shall be fielded.

13. In case an Applicant 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 evaluated.

14. The personnel proposed should possess good working knowledge of English Language.

15. No key personnel involved should have attained the age of 70 (seventy) 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.

16. The technical proposal must not include any financial information.

2.7.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal.

2.7.5 Proposals shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorized Representative (the "Authorized Representative") as detailed below:

1. by the proprietor in case of a proprietary firm;

2. by a partner, in case of a partnership firm and/or a limited liability partnership; or

3. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

4. by the Authorized Representative of the Lead Firm, in case of consortium; and,

5. Power of Attorney, for the Authorized Representative and or the Lead Firm of the Consortium, if applicable, is executed as per Applicable

Laws.

2.7.6   Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFQ cum RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non- responsive on any aspects.

2.7.7   The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/consortium, in the format provided in this RFQ cum RFP, signed by all firms/entities confirming the following therein:

1. Date and place of signing

2. Purpose of JV/Consortium (must include the details of the Services hereunder for which the JV/Consortium has been invited to bid)

3. A clear and definite description of the proposed administrative arrangements (organization chart) for the management and execution of the assignment

4. Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the JV/Consortium for the proposed services

5. An undertaking that the members of the JV/Consortium are jointly and severally liable to the Client for the performance of the services and

6. The authorized representative of the JV/Consortium (as approved by a Board resolution of Member-in-Charge).

The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and several liabilities of the Members.

2.7.8   Similarly, Power of Attorney for both authorized representative and lead member of the JV/Consortium shall also be furnished as per the formats available in the RFQ cum RFP.

2.7.9   A firm can bid for a project either as a sole firm or in the form of JV/Consortium with other System Integrator. Experience of any sub-contractor will not be considered while evaluating the bid.

2.7.10   The Pre-Qualification Proposal should provide the following information using the attached Standard Forms:

i.   Details of eligible projects as per the Standard Forms so as to meet the Minimum Qualification Criteria prescribed in this RFQ cum RFP.

ii.   Firm Details as per the prequalification requirements.

iii.   Details on CMMI and other certifications.

2.7.11   The Technical Proposal should provide the following information using the

attached Standard Forms.

1. For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

2. The comments and suggestions provided by the Applicant on the RFQ cum RFP / Contract/ TOR are not binding and shall not affect the financial proposal.

3. Detailed Approach and Methodology for undertaking the current Assignment.

4. Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.

5. Each page of the CV must be signed in original by the Authorized representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorized representative and the key staffs shall be required.

6. The Applicant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. Applicant should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.

7. Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.

8. It is desirable that the key staff including team leader proposed be permanent employee of the Applicant/ member of a Consortium and have an extended and stable working relation with it. If any of the key professionals proposed is not a permanent employee of the Applicant/ member of a Consortium, a certificate from the key personal proposed and the firm he actually belongs to must be furnished clearly mentioning his availability for the duration of the Assignment. In the absence of such certificate, his/ her CV will not be considered for evaluation.

2.7.12 Financial proposal: While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ cum RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:

1. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the

personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

2. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Applicant, sub-contractors and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding Goods & Services Tax, shall be deemed to be included in the cost shown under different items of Financial Proposal. The System Integrator shall be paid only Goods & Services Tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.7.13   The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ cum RFP.

2.7.14   The financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RFQ cum RFP. The break-up of remunerations and out of pocket expenses should match the total cost of Financial Proposal.

2.7.15   Applicants shall express the price of their services (including break down of their costs) in Indian Rupees.

2.7.16   The Applicants may be subjected to local taxes (such as Goods & Services Tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client under the Contract. Applicants must do their due diligence about the tax implications and Client will not be liable for any incident.

2.7.17   The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the system integrator is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the system integrator to extend the validity of their proposals for a stated period. System Integrator, who do not agree, have the right not to extend the validity of their proposals.

2.8   Submission, receipt and opening of proposals

2.8.1   The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation   or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.

2.8.2   The Authorized Representative of the Applicant should initial all pages of Pre- Qualification, Technical and Financial proposal. The Authorized Representative's authorization should be confirmed by a written power of

attorney by the competent authority accompanying the Proposal.

2.8.3   The Applicant shall submit the Pre-Qualification, Technical and Financial Proposals on line through e-procurement portal as per format given in section 3 along with supporting documents as appropriate.

2.8.4   The documents supporting the BID shall be submitted in an electronic format as per the instruction of the e-procurement portal.

The documents shall include:

     a)   Original Power of Attorney for signing the Proposal as per given format

     b)   If applicable, original Power of Attorney for Lead Member of Joint Venture as per given format.

     c)   If applicable, original Joint Bidding Agreement for Joint Venture as per the given format.

     d)   Bid Security of Rs.10,00,000 (Rupees Ten Lakh only).

     e)   Bid Processing Fees of Rs. 50,000 (Fifty Thousand only Exclusive of Goods & Service Tax @18%).

2.8.5   Proposals submitted in physical / hard bound copies, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.8.6   No proposal shall be accepted after the closing time for submission of proposals.

2.8.7   After the Proposal submission until the contract is awarded, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the applicant's proposal.

2.9   Proposal evaluation

2.9.1   As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (**Shortlisted Applicants**), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ cum RFP document.

2.9.2   Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFQ cum RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

RFQ Stage

1. The Pre-Qualification Proposal is received in the form specified in this RFQ cum RFP;

2. it is received by the Proposal Due Date including any extension thereof in terms hereof;

3. It is accompanied by the Processing Fee as specified in this RFQ cum RFP;

4. It is accompanied by the Bid security as specified in this RFQ cum RFP;

5. It is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorized Representative and the Lead Firm of the Consortium, if applicable;

6. It does not contain any condition or qualification; and It is not non-responsive in terms hereof.

RFP Stage Technical Proposal

1. The technical Proposal is received in the form specified in this RFQ cum RFP;

2. It is received by the Proposal Due Date including any extension thereof in terms hereof;

3. It does not contain any condition or qualification; and

4. It is not non-responsive in terms hereof;

Financial Proposal

1. The Financial Proposal is received in the form specified in this RFQ cum RFP;

2. It is received by the Proposal Due Date including any extension thereof in terms hereof;

3. It does not contain any condition or qualification; and

4. It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.9.3   As part of the evaluation, the Pre-Qualification Proposals submitted should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.

2.9.4 **Minimum Qualification Criteria:**

S. NO.	MINIMUM QUALIFICATION	DOCUMENTS REQUIRED
1	The Applicant must be either a firm or a Company Registered under the Indian Companies Act, 1956 / 2013 or a LLP registered under the Limited Liability Partnership Act, 2008,	Copy of such certificate shall be enclosed as a proof.
2	The Applicant shall have a minimum strength of 75 IT professionals on the payrolls of the company.	Self-Declaration signed by the Authorized representative of the
3.	The Applicant shall have CMMI Level-3 or ISO 27001 certification.	Copy of valid certificate.
4	The Applicant shall have an average annual turnover of at least INR 5,00,00,000 (Rs. Five Crore) in IT / ITES sector during last three (3) financial years ending on 31-Mar-2017. In case of Consortium, this criterion shall be met by the "Lead Bidder'.	Audited balance sheet / certificate from chartered accountant.
5	The Applicant shall be a profit-making organization for at least two out of the last three years ending 31-03-2017. In case of Consortium, this criterion shall be met by the "Lead Bidder".	Supporting document certified by the chartered accountant.
6	a) The Applicant must have a proven track record of successfully implementing at least one project related to IT Application which includes land allotment / land administration / land acquisition / post allotment / building plan approval / project monitoring or management related to building plan or construction for any firm preferably government agency/PSU of project value greater than INR 35,00,000 (Rs. Thirty Five Lakhs) over the past 10 years; and	Work order and Client completion certificate confirming satisfactory completion of the project. In case of ongoing project, certificate from the Client confirming satisfactory ongoing work. For ongoing project, the project must be at least 80% complete.

	b)The Applicant must have a proven track record of successfully implementing at least one project related to IT Application which includes online workflow management system / document management system or online communications tracking and monitoring system for any for any firm preferably government agency/PSU of project value greater than INR 50,00,000 (Rs. Fifty Lakh) over the past 10 years.	

2.9.5 **Technical Evaluation Criteria:** The evaluation committee ("Evaluation Committee") appointed by the Client will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S. NO.	EVALUATION CRITERA	MAX SCORE	DOCUMENTS REQUIRED
1	**Company Profile**		
1.1	The Average annual turnover during the last 3 financial years as on 31st March, 2017: i) 5 Crore - 10 Crore : 3 Points ii) >10 Crore : 5 Points	5 Points	Audited balance sheet / certificate from chartered accountant.
2	**Past Experience**		
2.1	The Applicant must have a proven track record of successfully implementing at least one project related to IT Application which includes land allotment / land administration / land acquisition / post allotment / building plan approval / project monitoring or management related to building plan or construction for any firm preferably government agency/PSU of project value greater than INR 35,00,000 (Rs. Thirty Five Lakh) over the past 10 years;	10 Points	Work order and Client completion certificate confirming satisfactory completion of the project. In case of ongoing project, certificate from the Client confirming satisfactory ongoing work. For ongoing project, the project must be at least 80% complete.

S. NO.	EVALUATION CRITERA	MAX SCORE	DOCUMENTS REQUIRED
2.2	The Applicant must have a proven track record of successfully implementing at least one project related to IT Application which includes online workflow management system / document management system or online communications tracking and monitoring system for any firm preferably government agency/PSU of project value greater than INR 50,00,000 (Rs. Fifty Lakh) over the past 10 years.	10 Points	Work order and Client completion certificate confirming satisfactory completion of the project. In case of ongoing project, certificate from the Client confirming satisfactory ongoing work. For ongoing project, the project must be at least 80% complete.

3	**Key Personnel**		
S. NO.	**EVALUATION CRITERA**	**MAX SCORE**	**DOCUMENTS REQUIRED**
3.1	Team Leader/Project Manager – Bachelor of Engineering degree or MCA (or equivalent) having more than 12 years of experience in implementation and management of IT projects preferably in the Government sector. Must have lead end-to-end implementation of similar projects*. Must have MCITP/PMP/Prince2 Certification.	25 Points	CV signed by Key Personnel and Authorized Representative
3.2	Technical Expert 1 – Bachelor of Engineering degree or MCA (or equivalent) having more than 8 years of experience in implementation responsible for software development on similar projects*. Must be involved in the entire software development lifecycle.	10 Points	CV signed by Key Personnel and Authorized Representative
3.3	Technical Expert 2 – Bachelor of Engineering degree in IT or similar domain having more than 6 years of experience in translating functional	7.5 Points	CV signed by Key Personnel and Authorized Representative

3.4	Implementation Engineer – Bachelor of Engineering degree in IT or similar domain having more than 6 years of experience in post implementation support, training	7.5 Points	CV signed by Key Personnel and Authorized Representative	
4	**Approach & Methodology**			
4.1	Comprehensiveness of the project plan	10 Points		
4.2	Activities and sequencing with project understanding: 2 Points			
4.3	Resource allocation : 2 Points			
4.4	Proposed Status Reporting mechanism			
4.5	Risk Management and mitigation: 2 Points			
4.6	Technical Presentation in front of Evaluation Committee**	15 Points	30 minutes time will be given for presentations	

Similar projects constitute as projects that have requirements/functionalities similar to the projects as per technical evaluation criteria

**Technical presentation will be conducted only for Bidders, who pass the Prequalification criteria and will be tentatively on 05/01/ 2018.*

The minimum technical score required to qualify technical evaluation is 70 Points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ cum RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

2.9.6 The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

2.9.7 The Financial Proposals will be opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.

2.9.8 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.

2.9.9 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be

compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$Sf = 100 \times Fm/F$;

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$S = St \times Tw + Sf \times Fw$;

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.80:0.20.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

2.10   Negotiation

2.10.1   The Selected Applicant may, if necessary be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Applicant under this RFQ CUM RFP. Issues such a deployment of Key Personnel, understanding of the Scope of Work, methodology and quality of the work plan shall be discussed during the negotiations. In case, the Selected Applicant fails to reconfirm its commitment, the Client reserve the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.10.2   The Client will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.

2.10.3   Being a short term contract, the Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 15 (fifteen) percent of key personnel (considering equal weighting for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of 15 (fifteen) percent of Key Personnel would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel.

2.10.4   For Key Personnel replaced for the second time, the remuneration payable will not exceed 80 (eighty) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period.

2.11   Award of contract

2.11.1   After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.11.2   Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the format specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the System Integrator and will be released 180 (One Hundred Eighty) Days after the completion of the assignment.

2.11.3   Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement

2.11.4   Commencement of Assignment: The Successful Applicant is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

2.12   Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.13   Fraud and corrupt practices

2.13.1   The Applicants 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 will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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 will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, 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 Applicant's Proposal.

2.13.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant, as the case may be, 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 Agreement, such Applicant or System Integrator shall not be eligible to participate in any tender or RFQ CUM RFP issued by the Client during a period of 2 (two) years from the date such Applicant, as the case may be, 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.

2.13.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

1. "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 Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of 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 issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, 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 Project;

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

3. "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;

4. "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

5. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.14   Pre-Bid meeting

2.14.1   Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant.

2.14.2   During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.15   Miscellaneous

2.15.1   The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gautam Budh Nagar and the high Court of Allahabad, Uttar Pradesh, India, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.15.2   The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

1. 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;

2. Consult with any Applicant in order to receive clarification or further information;

3. Retain any information and/or evidence submitted to the Client by, on behalf   of and/or in relation to any Applicant; and/or

4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.15.3   It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2.15.4   All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the System Integrator, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or

any information related thereto. All information collected, analysed, processed or in whatever manner provided by the System Integrator to Client in relation to the Assignment shall be the property of Client.

2.15.5   The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFQ CUM RFP	11th November 2017
Last date for receiving queries/requests for clarifications	20th November 2017
Pre-bid meeting	23rd November 2017
Client's response to queries/requests for clarifications	05th December 2017
Bid Start Date	12th December 2017
Proposal Due Date	22nd December 2017

2.15.6 Data sheet

REFERENCE	DESCRIPTION
Section 1, Point 1	The main objective of this assignment is to appoint a system integrator for **design, development, implementation, integration, testing, commissioning and support for IITGN's e-Land Management System under DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL).** The detailed
Section 1, Point 3	The method of selection is Combined Quality Cum Cost Based Selection (CQCCBS).
2.1.1	The name of Client is: "DMIC Integrated Industrial Township Greater Noida Limited".
2.1.13	The proposal of the Applicant shall be valid for 180 (one hundred and eighty) days from the Proposal Due Date.
2.2	Clarification must be requested on or before 20th November 2017.
2.2.3	Date & Time of pre bid meeting – 23/11/2017 at 3:00 PM, at the Official Address.
2.7.6	The last date of online submission of Proposal is 22/12/2017 before 3:00 PM (IST).
2.9.9	The Applicant to state cost in Indian Rupees only. The weights given to technical and financial proposals are: • Technical = 0.8 • Financial = 0.2
6.3.1	Duration of project: 2 years and 4 months including 2 years of Annual Maintenance Contract
6.5.4	The extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price. The client will be provided by the Applicant with particulars (name, financial and technical background, excluding prices) of sub-contractors.

2.16   Required experience and expertise of Key personnel/ staff

2.16.1   List of minimum key personnel/ staff

- Age of the key staff proposed should not be more than 70 Years on the last day of submission of proposal.

- The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the key staff with the firm.

- Applicants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.

- The key staff proposed above should be available for presentations/ discussions/ meetings with the Clients (DMIC ITGNL, GNIDA, or DMICDC or any other entities), in Greater Noida / New Delhi.

- The Applicants are required to suitably estimate the requirement of support staff to assist key experts.

- A summary of experience (in one page) is to be provided by the Applicant for each of the key staff.

2.16.2   Qualification and competence of key staff

The total number of marks allocated for qualification and competence of the proposed Key Staff is 50 marks, distributed among 4 key personnel, as detailed further:

S. NO.	POSITION	MINIMUM NO. OF YEARS OF PROFESSIONAL EXPERIENCE	SPECIFIC EXPERTISE
1	Team Leader/Project Manager	12	Bachelor of Engineering degree or MCA (or equivalent) having more than 12 years of experience in implementation and management of IT projects preferably in the Government sector. Must have lead end-to-end implementation of similar projects*. Must have MCITP/PMP/Prince2 Certification.
2	Technical Expert 1	8	Bachelor of Engineering degree or MCA (or equivalent) having more than 8 years of experience in implementation responsible for software development on similar projects*. Must be involved in the entire software development lifecycle.

3	Technical Expert 2	6	Bachelor of Engineering degree in IT or similar domain having more than 6 years of experience in translating functional requirements to application development on similar projects*.
4	Implementation Engineer	6	Bachelor of Engineering degree in IT or similar domain having more than 6 years of experience in post implementation support, training and handholding on similar projects*.

Similar projects constitute as projects that have requirements/functionalities similar to the projects as per technical evaluation criteria

2.16.3 **Evaluation criteria for Key personnel/ staff Points assigned for each staff position shall be as follows:**

S.N.	KEY STAFF	MARKS
1	Team Leader/Project Manager	25
2	Technical Expert 1	10
3	Technical Expert 2	7.5
4	Implementation Engineer	7.5
	TOTAL MARKS	**50**

Scoring criteria for each staff position shall be as follows

A.	**GENERAL QUALIFICATIONS**	**20**
A1.	Technical qualifications	10
A2.	Professional experience	5%
A3.	Industry Certifications	5%
B.	**ADEQUACY FOR THE ASSIGNMENT**	**65**
B1.	Experience in similar capacity/ broad sector	25
B2.	Experience relevant to TOR/ Assignment	40
C.	**FAMILIARITY WITH THE REGION**	**5%**
C1.	Experience in system integration projects related to software development in India	3%
C2.	Knowledge of local language and culture	2%
D.	**ASSOCIATION WITH THE FIRM**	**10**
D1.	Full Time permanent staff	6%
D2.	Years of association	4%

Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the qualification and competence of the key staff for the assignment.

Section-3

Pre-Qualification & Technical Proposal - Standard Forms

Form 3A: Pre-Qualification Proposal Submission Form

Form 3B: Format for Pre-Qualification Proposal (Eligible Projects)

Form 3C: Format for Pre-Qualification Proposal (Average Annual Turnover of Applicant)

Form 3D: Format for Joint Bidding Agreement (in case of JV/Consortium)

Form 3E: Format for Power of Attorney for Authorised representative

Form 3F: Format for Power of Attorney for Lead Member of JV/ Consortium

Form 3G: Technical Proposal Submission

Form 3H: Applicant's Experience

Form 3I: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

Form 3J: Description of Approach, Methodology and Work Plan for Performing the Assignment

Form 3K: Team Composition and Task Assignments

Form 3L: Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)

Form 3M: Staffing Schedule

Form 3N: Work Schedule

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

Managing Director,
Integrated Industrial Township Greater Noida limited,
169 Chitvan Estate, Sector Gamma – II, Greater Noida,
Gautam Budh Nagar, Uttar Pradesh 201308

RFQ cum RFP dated [date] for selection of 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 applicant/ JV/Consortium] [with] [insert a list with full name and address of each Joint Venture Applicant].

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 selection of the 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 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 Applicant, 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 Authority;

    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 select the System Integrator, without incurring any liability to the Applicants.

8. We declare that we are not a member of any other Consortium/JV applying for selection as a 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 Assignment 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 selection of 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 System Integration work for the Project is not awarded to us or our proposal is not opened or rejected.

14. We agree to keep this offer valid for one hundred eighty (180) days from the PDD specified in the RFQ cum RFP.

15. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and document is attached herewith.

16. In the event of our being selected as the 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.

17. 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.

18. The Technical and Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.

19. 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 Applicant/Member in Charge)

Form 3B: Format for Pre-qualification Proposal (Eligible Projects)

Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]

- USE BEST PROJECTS WITH COPY OF PROOF OF EXPERIENCE.
- EXHIBIT PROJECTS IN THE LAST TEN YEARS.

Assignment Name and project cost:	Approx. value of the contract (in INR in
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated System Integrators:
Name of Lead Partner: Name of Associated System Integrators, If any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

In case Applicant is claiming an International Experience, the amount shall be converted to USD and then to INR based on the RBI rates as per 31st March, 2017.

Firm's Name: Authorized Signature:
Note:

Please limit the description of the project to four (04) single sided pages (two double sided pages) A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3C: Format for Pre-qualification Proposal:

	(Average Annual Turnover from consulting business of Applicant)	
SN	**Financial years**	**Average Annual turnover from systems development and integration business of the applicant**
1.	2014-15	
2.	2015-16	
3.	2016-17	
4.	Average Annual Turnover	[indicate sum of the above divided by 3]

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation Name of firm

Signature of Authorized

Signatory Seal of Audit firm

Note:

1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.

2. In case the Applicant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

3. Systems development and integration business does not include any revenues from manufacturing activities.

Form 3D: Format for Joint Bidding Agreement (in case of JV/Consortium)

(To be executed on stamp paper of appropriate value)

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 (DMIC IITGNL), a company incorporated under the Companies Act, 1956, having its registered office at 169 Chitvan Estate, Sector Gamma – II, Greater Noida, Gautam Budh Nagar, Uttar Pradesh 201308 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification – cum - Request for Proposal dated [date] (the "RFQ cum RFP ") for appointment of System Integrator for [name of assignment] (the "Assignment").

b) The Parties are interested in jointly bidding for the Assignment 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 Assignment, and

c) It is a necessary condition under the Assignment that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalized 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 Assignment.

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 Assignment, 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 System Integrator and awarded the Assignment, the Parties shall enter into a contract for System Integrator services ("Contract") with the Authority and for performing all obligations as the System Integrator in terms of the Contract for the Assignment.

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 Member 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 Assignment and until the Effective Date under the Contract;

b) Party of the Second Part shall be [role]; and

c) Party of the Third Part shall be [role]; and,

5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Assignment and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.

6. Member 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 Member in Charge and the Authority shall be entitled to deal with such Member 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 Member 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 Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

b) consolidated invoices for the services in relation to the Assignment performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority 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 System Integrator shall be delivered to the authorized representative of the Assignment (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 organized, 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 authorized 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 organizational documents thereof;

   (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, 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 fulfillment 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 Assignment is awarded to the Consortium. However, in case the Consortium is not selected for award of the Assignment, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

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 Authority.

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 MEMBER IN-

CHARGE by: [Signature]

[Name]

[Designation

] [Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation

] [Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD 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 executants (s) and when it is so required, the same should be under common seal or official seal of all members.

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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Form 3E: Format for Power of Attorney for Authorized representative

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"), with power to sub- delegate to any person, 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 and selection as System Integrator for [name of assignment], to be developed by the Client (the "Authority") 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 Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority 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 Authority.

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.

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 executants (s) and w h e n it is so required the same should be under seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant 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 Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

Form 3F: Format for Power of Attorney for Lead Member of JV/ Consortium

(To be executed by all members of the Consortium)

Whereas the DMIC Integrated Industrial Township Greater Noida Limited (the "Authority") has invited proposals from empanelled applicants for selection of System Integrator for [name of assignment] being developed under Delhi-Mumbai Industrial Corridor (DMIC) Project, (the "Assignment").

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the "Consortium") being Members 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 Assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member 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 Assignment 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 Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member 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 Assignment, 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 Assignment, 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 Authority, 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 Authority.

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

MEMBER IN-CHARGE

by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation

] [Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

FOURTH 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 executants (s) and when it is so required the same should be under common seal or official seal of all members.

2. Wherever required, the Applicant 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 Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

[Location, Date]

To

Managing Director,
DMIC Integrated Industrial Township Greater Noida Limited,
169 Chitvan Estates, Sector Gamma – II, Greater Noida,
Gautam Budh Nagar, Uttar Pradesh 201308

RFQ cum RFP dated [date] for selection of 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 applicant/ JV/Consortium] [with] [insert a list with full name and address of each Joint Venture Applicant].

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 selection of the 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 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 Applicant, 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 Authority;

    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 select the System Integrator, without incurring any liability to the Applicants.

8. We declare that we are not a member of any other Consortium/JV applying for selection as a 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 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 selection of 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 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 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 in a separate cover. 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 Applicant/Member in Charge)

Form 3H: Applicant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]

- USE BEST PROJECTS WITH COPY OF PROOF OF EXPERIENCE.
- EXHIBIT PROJECTS IN THE LAST TEN YEARS.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore)*:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated System Integrators:
Name of Lead Partner: Name of Associated System Integrators, If any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

*In case Applicant is claiming an International Experience, the amount shall be converted to USD and then to INR based on the RBI rates as per 31st March, 2017.

Firm's Name:

Authorized Signature:

Note:

Please limit the description of the project to four (04) single sided pages (two double sided pages)   A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3I: 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.

Form 3K: Description of Approach, Methodology and Work Plan for Performing the Assignment

Form 3J: Description of Approach, Methodology and Work Plan for Performing the Assignment

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The applicant is suggested to present its Technical Proposal divided into the following chapters:

a) Project Management Approach

b) Technical Approach and Methodology,

c) Work Plan, and

d) Organization and Staffing.

- **Project Management Approach:** In this section, the Applicant shall explain philosophy with project management, the systems, tools and processes used to the cost and schedule. Specifically, the Applicant must describe how it will organize deliver the project management tasks/deliverables required in Terms of Reference. limit the discussion to four (04) single sided pages (two double sided pages). greater than this limit shall not be considered for evaluation.

- **Technical Approach and Methodology:** In this chapter the Applicant should understanding of the objectives of the assignment, approach to the services, for carrying out the activities to obtain the expected output and the degree of detail of output. The Applicant should highlight the problems to be addressed   along with importance and explain the technical approach the Applicant would adopt to address The Applicant should also explain the proposed methodologies to adopt and highlight compatibility of those methodologies with the proposed approach. Please limit discussion to 20 single sided pages (10 double sided pages). Discussions greater than this limit shall not be considered for evaluation.

- **Work Plan:** In this chapter, the Applicant should propose the main activities assignment, their content and duration, phasing and interrelations, milestones 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 methodology, showing understanding of the TOR and ability to translate them into feasible working plan. A list of the final documents, including reports, drawings, and to be delivered as final output, should be included here. The work plan should be with the Work Schedule of Form 3O.

- **Organisation and Staffing:** In this chapter, the Applicant should propose the composition of the proposed team. The Applicant should list the main disciplines of assignment, the key expert responsible, and proposed technical and support staff.

1. Professional staff[1]				
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

---

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

Form 3L: Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)

1.	Proposed position	
2.	Name of firm	
3.	Name of staff	[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 [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of	Position held	Duration
				YYYY to present
12.	Details of tasks assigned			

13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	[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] Name of assignment or project: Year: Location: Client: 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 staff member:	Name of Authorized Signatory:

Note:

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. Pages in the CV greater than these limits shall not be considered for evaluation.

Form 3M: Staffing Schedule

S.No.	Name of key staff	Staff input (in the form of a bar chart)							Total staff input*
		M1	M2	M3	M4	M5	M6	n	(months)
	Name of support staff								
	Total								

*Note that at any given time during the system implementation period i.e. 120 days, at least one (1) of the key staff shall be based at Client office in Greater Noida.

Form 3N: Work Schedule

A. Design, Development, Implementation, Integration, Testing and Commissioning

SN	Activity	Months (in the form of a bar chart)							Total
		M1	M2	M3	M4	M5	M6	n	(months)
	Total								

B. Completion and submission of reports

SN	Reports	Date

<div align="center">

Section-4

Financial Proposal – Standard Forms

</div>

Form 4A: Financial Proposal Submission

Form Form 4B: Summary of Costs

Form 4C: Breakdown of Costs

Form 4D: Breakdown of Remuneration of key staff and

materials Form 4E: Breakdown of out of Pocket

Expenses

Form 4A: Financial Proposal Submission Form

[Location]

[Date]

To

Managing Director,
DMIC Integrated Industrial Township Greater Noida Limited, 169 Chitvan
Estate, Sector Gamma – II, Greater Noida,
Gautam Budh Nagar, Uttar Pradesh 201308
India

Dear Sir,

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

We, the undersigned, offer to provide the consulting 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 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:

Item	Amount in words	Amount in figures Cost
Costs of Financial Proposal (including all other taxes)		
Goods & Services Tax and Cess as applicable		
Total cost of Financial Proposal (including Goods & Service Tax and		

Goods & Services Tax would be payable at the applicable rates as may be in force from time to time.

Cost Component	Amount in words	Amount in figures
Costs Related to Development, Implementation, Testing and Commissioning		
Remuneration		
Out of pocket expenses		
Annual Maintenance Contract for a period of two (2) years		
Costs of financial proposal		

Form 4D: Breakdown of Remuneration of Key Staff, Support Staff and Development

Name	Position	Staff-month Rate	Input Staff-months)	Amount (in Indian Rupees)
Key Staff				
Support Staff				
			Total Costs	

Item	Unit	Tota	Amount (in Indian Rupees)
Costs Related to Development, Implementation, Testing and Commissioning	Lum p Sum		

Annual Maintenance Contract (AMC) during O&M phase*	2 years		
		Total Costs	

*Note that the price associated with the AMC will be used as basis for deciding additional AMC required beyond two (2) years at the discretion of the Client (Client will factor-in any yearly escalations).

Form 4E: Out of Pocket Expenses

SN	Description	Unit	Unit cost	Quantity	Amount
	Per diem allowances (including board and lodging)	Day			
	Air Travel	Trip			
	Local travel expenses	Day			
	Total				

Section – 5

Terms of Reference

DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL), a Special Purpose Vehicle (SPV) between The National Industrial Corridor Development & Implementation Trust (NICDIT) and Greater Noida Industrial Development Authority (GNIDA), is developing an industrial smart city called Integrated Industrial Township, Greater Noida (IITGN). The city primarily has an industrial development focus and is being developed at Greater Noida, Uttar Pradesh. Along with industrial development, IITGN will also have a focus on non-industrial development including residential, commercial and public amenities. DMIC IITGNL has the status of a special planning authority i.e. majority of the city's functions and departments are under DMIC IITGNL.

As part of the project vision, DMIC IITGNL intends to implement an e-land management system that will allow its potential clients to apply for land online for all land uses. This system will also enable key DMIC IITGNL officials to review and process the land applications online. The goal is to provide a system that:

- Creates a streamlined framework that provides DMIC IITGNL and its potential clients a system built upon simple and efficient processes for land management;

- Allows potential clients to come online and apply for land with an ease of transaction and continuous progress monitoring;

- Enables DMIC IITGNL to work towards being a paperless entity for the purposes of land management by creating a system through which DMIC IITGNL staff is able to review, validate and approve prospect land applications; and

- Enhances operational efficiency of DMIC IITGNL staff for the purposes of review process of land management.

The system shall support end-to-end functionality of e-land management system including

(1) getting registered on the land portal/DMIC IITGNL website,

(2) applying for land,

(3) online application review with online approvals, and

(4) online payment for registration, among others,

To implement this e-land management system, a four (4) phase model has been developed by DMIC IITGNL. A summary of these four (4) phases has been provided as part of Exhibit 1 below.

The scope of the current RFP is for providing the e-land management system for all four phases. In addition, the system shall be able to support future integration needs of an industrial city's comprehensive e-governance and ERP system requirements (procured by DMIC IITGNL at a later date). It should be noted that the e-land management system should be developed as GIS based land system.

It should be noted that all four phases are closely linked and hence these phases must be integrated with each other for seamless operations. Ultimately, all four (4) phases shall be tied to an ERP system that will be procured by DMIC IITGNL at a later stage.

Exhibit 1: Four Phases for the online application of e-Land Management System

Phase 1	Phase 2	Phase 3	Phase 4
• Applicant Registration and Login • Project Information • Upload of Applicant's Documents • Fees & Deposit Calculation & Payment	• DMIC IITGL Staff, Experts Registration and Login • Application Review & Verification by DMIC IITGNL • LAC Meeting Notification • Resubmission of application process as required • Sub-Plotting or Amalgamation of plots • Web Portal Updates • LAC Meeting Documentation • Land Allotment • Applicant Actions/Payment of BOP • Sub-Lease Deed & Corresponding Documentation	• Temporary Utility Application • Provisional Fire NOC Application • NOCs / Building Plan Approval • Verification & Response • Resubmission / Online Approval for Utility and Fire • Commencement Certificate • Document Uploads	• Online Building Plan Approval • Construction Commencement Delay Checks & Reminders • Dues Payment • Documentation / Notifications • NOCs & BCC Approvals • Verification / Resubmission • Occupancy Notification • Subletting, Subleasing, Mortgage, Transfer, Surrender, Restoration etc.

5.2 Scope of Work

Overall, the scope of work of this RFP includes the design, development, implementation, integration, testing, commissioning and support for IITGN's e-land management system. Scope of work also includes providing ability in the system for future integration with e- governance and ERP system that will be implemented at a later stage. Note that this future integration is not under the scope of this bidder but the system provided by the bidder for all four phases shall have the capabilities to allow for this integration. The proposed system has to be developed as GIS based land system. Further, the System Integrator is also required to develop and integrate Goods & Services Tax (GST) compliant invoicing and financial accounting module in all four phases.

It should be further noted that the technical descriptions of the phases, tasks, sub-tasks and processes mentioned in this TOR are not exhaustive or final and may be modified during the design phase by the as per the requirements of the client. Overall, the scope of work is divided into the following four stages:

5.2.1 Stage 1 –Phase 1 Development

Phase 1 is required to facilitate the applicants to register themselves on DIC IITGNL's website and apply for allotment of land. An overview of the process flow of Phase 1 is provided below for the information of the bidder:

1. Award of Unique ID and Password:

   When an Applicant registers on DMIC IITGNL website, i.e. www.iitgnl.com, a unique client id and password will be emailed on the registered email id and phone number of the Applicant. This unique id will be assigned for all future

communications with the Applicant. An independent online vault will also be assigned to every unique id to store all documents related to the Applicant. This system will help DMIC IITGNL to maintain an organized database of all its Applicants and will ensure that the Applicant does not have to resubmit any document which has already been uploaded once to the vault.

2. Profile Builder:

    Basic information about Applicant, organization, partners, existing plot holdings (as applicable), etc., are provided during the profile builder stage. These attributes will be provided by the Applicant only once and will not be repeated in any future applications.

3. Online Land Application:

    Applicant will have the ability to apply online for land using previously awarded login id and password, and previously provided details during the profile builder stage and upload the required documents

Once the documents are uploaded, the Applicant will have to make for online payment of the processing fee, an RTGS payment of registration amount (10% of auto-calculated premium as per land requirement) and fee for application form/Brochure. Automatic email notification will be sent from DMIC IITGNL to Applicant after the successful payment of this amount. This will essentially be the end of Phase 1 process.

Phase 1 looks at various registrations and profile building activities for the Applicants that are potential clients of DMIC IITGNL. This Phase allows an Applicant to come online and apply for land while providing the relevant details. Further, this phase also allows for creation of an online vault that will allow DMIC ITGNL to have access to all documentation that will be provided by the Applicants at any time. In this phase, the system shall include use of One Time Password (OTP) and Digital Signature based login and use of Digital Signature for signing documents and filing the online application.

5.2.2   Stage 2 - Phase 2 Development

Upon the required submission of all the details by the Applicant, Phase 2 will allow DMIC IITGNL's staff to login to the system and review, process and validate the respective application.

5.2.2.1   Subtask 1 – Development of Applicant priority matrix:

*   The matrix is expected to run without any manual intervention on the basis of a set of pre-defined parameters;

*   The system shall analyze a set of Multiple Choice Questions (MCQs) answered by the applicant at the land application stage i.e. Stage 1. The analysis for the same shall lead to a scoring system (algorithm for the same shall be provided);

*   The score as well as the category of application shall determine the priority of the applicant for the LAC meeting;

*   Each applicant in the generated list shall be communicated a specific date for the LAC meeting;

*   Provision for re-scheduling of the same shall be made in the system. The system shall also include a meeting management system for scheduling the LAC meetings including the date and time, venue, participants, facilities to upload findings, decisions points, Minutes of Meeting (MoM), etc.

*   Note that the e-land management system shall be capable of being fully

functional independent of the Matrix System in exceptional cases where the Matrix System may not work.

5.2.2.2 Subtask 2 – DMIC IITGNL Employee Login:

- The system shall facilitate the user creation for all authorized employees of DMIC IITGNL along with the required accessibility, user rights and other functionalities as per the respective designations or hierarchies;

- The system shall allow a one-time registration of all designated/authorized DMIC IITGNL employees for the purpose of allowing them to access the system any time in the future;

- The system shall allow for configurable levels of hierarchy as well as auto-escalation features. The system shall have the ability to allow authorized staff of DMIC IITGNL's to custom set the limits for the automation functionalities;

- The system shall also allow automatic notifications to respective DMIC IITGNL employees authorized to review and process the applications as needed for reminders or any updates;

- The system shall allow multiple login user IDs and passwords to be configured by DMIC IITGNL along with respective levels of authority;

- In addition to login IDs and password, the system shall also use additional secure login feature of One Time password (OTP) / Digital Hardware Authenticator generated PIN / digital signature based login.

- Upon successful login by DMIC ITGNL employees, the system shall greet them with a dashboard presenting various pending actions and other information (customized information based on authorization of a respective employee);

- **Employee 1**: Upon login by Employee 1, the employee shall be able to review the application and the list of available documentation provided by the Applicants;

  o The system shall allow the employee to enter necessary remarks against the approval for next level verification or holding for additional information as required. All such actions shall entail a notification to the Applicant requesting for additional information or provide the status of the application mapped against a respective level through automatic SMS and email alerts;

  o The applications meeting all the set criteria shall be processed and forwarded to

  the next level in the approval system. After the first level approval, the application shall be forwarded to the next DMIC IITGNL employee i.e. Employee 2;

- **Employee 2**: Upon login by Employee 2, the employee shall be able to review the forwarded applications from Employee 1 and evaluate the documentation in further details.

  o Based on the review of Employee 2, if there is a situation where the plot size being requested by the Applicant is more than that can be considered, Employee 2 shall have the ability to send a request to the Applicant and inform the actual plot size being considered;

  o The Applicant at this stage shall have the ability to get automatic notification on his registered phone number and email. Upon login, the Applicant shall review and evaluate the request from Employee 2 and resubmit documents

as applicable;

  o Upon review and processing of the application by Employee 2, the application shall be forwarded to the next level of verification i.e. Employee 3.

- **Employee 3**: Upon login by Employee 3, the employee shall assess the need for any sub-division of a large plot or amalgamation of smaller plots for allotment to the applicant along with other processing of the application.

  o If there is a need for sub-division or amalgamation, the Employee 3 shall have the capability of assessing the list of potential plots that can be allocated to the Applicant. This list will be shown to the Applicant during the LAC meeting;

  o If there is no need for a sub-plotting or amalgamation, Employee 3 shall process the application which will result in calling of the Land Allotment Committee (LAC) meeting;

  o The employee at this stage, if required, shall be able to mark the application as "pending for LAC meeting" and later on process more than one application for a LAC meeting.

- Upon the calling of the LAC meeting, the Applicant and other respective DMIC IITGNL employees shall get automatic email and SMS notifications for the date and other relevant details associated with the meeting;

- At any time during the course of this process, DMIC IITGNL employees shall be able to check for the completeness of the applications. All the verifying authorities shall be able to download the necessary documents as uploaded by the Applicant. On any shortfall or ambiguity, the authority (at all three levels of DMIC IITGNL employee logins) shall be able to hold the application and provide his/ her feedback/remarks. This feedback/remarks shall be automatically notified to the Applicant and other involved DMIC IITGNL employees though the system and via SMS and email. DMIC IITGNL employees on their respective dashboards shall be able to track the number of days and other attributes of such a request being sent to the Applicant;

- Once the final date of LAC is fixed, auto notification to all the parties through the system as well as SMS and email is executed; and

- Unless an application is rejected by DMIC IITGNL or cancelled by the Applicant, the priority for all applications shall be maintained at each stage.

5.2.2.3 **Subtask 3 – LAC Meeting:**

- The members of evaluation committee comprising of the LAC meeting shall interview the applicants and evaluate the application on the basis of a prioritization matrix for deciding on allotment for a particular Applicant. The evaluation done may result in acceptance, rejection or deference based on the available information;
- In case of deference, the Applicant shall be able to resubmit necessary information before the next decided LAC meeting;
- In case the application is rejected, the Applicant shall be refunded with the token amount without any interest (not including the processing fees and cost of application form / brochure);
- In case of approval of the application at the LAC meeting, LAC must be able to provide necessary inputs on Plot No., area of allotment, and final plotting, etc.;
- Once the MoM is approved by DMIC IITGNL, it shall be uploaded online at the

end of every session. Further, upon finalization of the land details for the respective Applicant, the allotment letter shall be auto issued online to the Applicant immediately. The Applicant should be able to retrieve / download the allotment letter online from the Applicant's account along with the site plan. The Allotment letter will specify the Plot number, Plot area, Premium of Plot, Lease Period, Lease Rent, Payment Schedule and other General Terms and Conditions of allotment.

5.2.2.4 Subtask 4 – Applicant Login:

- After the LAC meeting and allotment of land to a particular Applicant, the Applicant shall be able to see any pending notifications on his dashboard and take necessary actions against the pending notifications at his level. The system shall provide the ability to display timelines related to any necessary information that shall be furnished by the Applicant as an action item to the LAC meeting;

- The system shall allow the Applicant to select payment link showcasing all payment history as well as the pending payments, if any;

- On approval and issue of allotment letter, the Applicant shall be provided with option of select the payment schedule i.e. making onetime payment within period stipulated in the scheme brochure or making payment in instalments.

- In case the BOP is not paid within the payment schedule opted by the applicant, the system shall have the ability to automatically notifying the Applicant and DMIC IITGNL with a rejection of application. The token amount in this case will get forfeited;

- However, in special circumstances, if the applicant makes application for extension of time for BOP before expiry of stipulated time period, the system shall have the feature of allowing extension of the payment with chargeable interest that shall be calculated by the system @ 15% per annum compounded half yearly;

- In case the BOP is not paid within the extended time period of 6 months, the system shall have the ability to automatically notifying the Applicant and DMIC IITGNL with a rejection of application. The token amount in this case will get forfeited;

- For reckoning due date of payment, Bank Holidays shall not be counted. Therefore in case the due date is a bank holiday, the due date shall fall on next working day.

- The system shall have facility to pay the annual lease rent payable by the applicant to GNIDA. It shall also provide option to pay the one time Lease rent.

- Also, the system should be able to calculate location charges.

- Upon successful payment and receipt of the acknowledgement or minimum prescribed payment as a percentage of the total premium of the plot, location charges and one year lease rent in advance, the Applicant shall be able to download an auto generated sub-lease agreement on accepting the terms and conditions;

- In case of any changes or modifications to the lease agreements, the auto generation shall be blocked. The same shall be facilitated by DMIC ITGNL manually. Hence, provision needs to be made to change the agreement clause online in special cases. This change would require high level of security and shall be manned by authorized personnel only; and

- The system shall provide a comprehensive checklist for all technical, financial and administrative clearances by concerned department of DMIC IITGNL. The checklist should be updated by respective employees of DMIC IITGNL on completion of each step of the application and allotment process.

- The applicant shall be able to upload the registered copy of the sub-lease deed

within 30 days of registration of the same. After uploading the registered sub-lease deed, the applicant shall be able to access and download the "Possession Receipt Certificate".

- The date of issue of allotment letter shall be reckoned as date of allotment.

- The date of execution of Sub-lease deed shall be reckoned as the date of taking over of possession.

- The system should provide option to cancel the allotment and notify the allottee If the allottee fails to get the sub-lease deed registered and takeover of possession within the above-stipulated time period. In this case the entire amount deposited would be forfeited.However, in exceptional circumstances, the allottee may be granted extension of time for execution of Sub-Lease Deed and taking over of possession. The extension, if granted will be subject to the payment of penalty as prescribed in the scheme brochure for different schemes However, the system shall allow facility of extension with penalty would be available only if the plot has not been cancelled and the application for extension is made before expiry of stipulated period.

5.2.2.5 Subtask 5 – Development of property information and Management Information System (MIS) facilitation:

- The system shall have provision to retrieve history and data on each plot allotted by DMIC IITGNL. Further, it shall facilitate the capture of information in case the plot were to be subdivided/amalgamated at a later stage;

- The system shall map the tenant to the plot and vice-versa for a complete and holistic data base;

- At any stage of system development (and land development), the system should provide the option to generate an MIS (along with ability to filter) at the following levels:

  o Tenant level – date of application, payments and history, development of property, land utilization, FSI utilization, activity carried out, etc.

  o Plot level – list of owners, history of transfers, remarks on land allotment,

  o Sub-divided into / aggregated into, technical specifications (utility points, distance from major utility hubs etc.)

  o DMIC IITGNL employee level – list of approved applications (categorized as new land application, expansion application, etc.), list of pending applications, list of deferred applications etc.

  o System level – number of attempted applications (in each category), failed applications, deferred applications, total collections, refunds, refund status, etc.

- Note that the implemented system shall be capable of integrating seamlessly with the ERP system, e-governance system and land management system that will be implemented by DMIC IITGNL through other initiatives. This includes complete web services exchange from e-land management system to other systems and vice versa.

- Overall, the system will have a functionality that will be supported via the following broad functions for the purposes of land allocation:

- In case the land allocation is for a commercial or residential plot, it will go through an open bid / e-auction process. This process will be for the potential

applicants that will be evaluated by DIC IITGNL staff and shortlisted according to their credentials. In this case, the e-auction for a particular commercial plot will be held between the shortlisted Applicants using this system and Allotment in favour of the Bidder will be purely on merit and highest bid and there will be no waitlist in case of non-allotment.

- The system shall also enable allotment of land through PPP mode for develop key social amenities, infrastructure and public utilities like schools, worker accommodation, training institutes, hospitals, convention centres, recreational spaces etc. on PPP basis and allotment to Public / Semi Public Agencies for specific purposes.

5.2.3   Stage 3 - Phase 3 Development

Phase 3 shall include the application processing stage.

5.2.3.1   Subtask 1– Applicant Login:

- Once the system has generated the possession receipt, the Applicant shall login to the account and see any list of pending actions. These includes various permission requirements such as application for temporary water and power connection, provisional fire, and application for building plan approval;

- Each of the permits shall have their respective forms that will be filled out by the Applicant. It should be noted that majority of the permissions will be through the single window clearance for all departments under DMIC IITGNL. For any permits that are not for departments directly under DMIC IITGNL i.e. any state level permission such as pollution control board, Uttar Pradesh State Policy will be the guiding document. However, the Applicant shall be able to apply for such permits using the system as well; and

- On successful payment of necessary dues, the application is submitted successfully and the Applicant shall receive acknowledgement against successful submission.

5.2.3.2   Subtask 2 – DMIC IITGNL Employees Login:

- Once the Applicant has submitted his Application, the Concerned DMIC IITGNL Employee shall login to the system and access the list of pending power, water applications, fire applications and building plan approvals.

  o DMIC ITGNL Employee shall check for the completeness of the application. In case the application is complete, the Employee shall forward the application to the respective DMIC IITGNL employee along with an automatic notification to the Applicant;

  o In case the application is not complete, Employee shall send a notification to the Applicant and request for any resubmission as applicable.

- Upon forwarding of the application by Employee, DMIC IITGNL employees responsible for their respective permitting departments shall login to the system to review and process the application;

- The other concerned DMIC IITGNL Employee shall login to the system and have access to the list of pending power and water. Similarly, other DMIC IITGNL Employee (for the specific function) shall login to the system and shall access the fire applications;

- DMIC IITGNL Employee (for building plan scrutiny) shall login and have access

to the list of building plan applications;

- Each of these DMIC IITGNL Employees shall have the ability to review the respective permit applications and check for compliance. Upon review of the respective permit applications, the respective Employees shall either notify the Applicant for any missing information and request for additional information, or shall be able to approve online the respective permit. In both cases, automatic notification shall be sent to the Applicant for the respective updates;

- On successful approval, the Applicant shall be able to download the respective approval document along with commencement certificate (from the Building Plan approval).

5.2.3.3 Subtask 3 – Construction Update:

- The system shall have ability to track construction updates provided by the allottee. The allottee shall be required to commence construction on the allotted plot within 6 month of the grant of above mentioned approvals.

- The status of construction has to be updated quarterly by the Allottee. The construction update shall have to be certified by an Architect. The Allottee shall

complete construction within 3 years from the date of possession of Plot.

5.2.4 Stage 4 - Phase 4 Development

Phase 4 shall be the final phase of the entire process.

- Upon approval of the building plan from DMIC IITGNL, there can be two (2) scenarios:
  - In case the construction has commenced, the allottee shall be able to update the on-site date of construction commencement in the system;
  - In case the construction has not commenced, the system shall generate an
  - Automatic notification in 6 months to commence building construction if not updated on the site. Subsequently, there shall be automatic notifications every 6 months on updating status if no activity is on the website in 6 months. Ultimately, if there is no update on the website related to the construction i.e. no on-site activity for three (3) years from the date of possession of the plot, the land will be taken back by DMIC IITGNL.
  - In case the Allottee does not complete the building within the prescribed time period, the extension of time can be granted on payment of extension charges at the rates   prescribed under the scheme brochure:
  - In case of non- adherence to the agreed schedule for obtaining Completion Certificate, the plot shall be cancelled and/or Sub-Lease shall be determined. On such cancellation/determination, 20% of the total Premium will be forfeited and DMIC IITGNL shall resume possession of the plot, along with any structure thereon, with the Allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest.

5.2.4.1 Subtask 2 – Applicant Login:

- Upon login, the Applicant shall be able to see the list of pending actions. As applicable, the Applicant shall be able to submit any
  - building plan revision,

- o request for time schedule extension or
- o Review the pre-determined lease application.
- The Applicant shall also have the ability to clear any dues as applicable, make payment and received acknowledgments;
- In case there are no dues, the Applicant shall be able to download no dues certificate, apply for the final fire NOC, apply for the Building Completion Certificate and any additional forms to operate including the state level clearances such as pollution board;
- The Applicant shall also be able to submit the certificate of stability of the structure, 24 hours water storage self-certification, NOC from FDD, explosive, etc. and no dues certificate;
- The Applicant shall be able to make payment and receive acknowledge and ultimately submit the Application for further processing by DMIC IITGNL.

5.2.4.2 Subtask 3 – DMIC IITGNL Employees Login:

- The approval and verification of all the uploaded documents by the allottee or the Applicant shall be scrutinized by respective DMIC IITGNL employees;
- Similar to process at previous Phases, DMIC IITGNL Employee will login and be able to access the list of pending fire NOC and Building Completion certificate approvals;
- In case there are concerns regarding completion of application, DMIC IITGNL Employees hall be able to notify the Applicant who will then have the ability to resubmit any missing documents;
- In case the submitted documents by the Applicant is complete, DMIC IITGNL Employee shall send the application for approval to the concerned DMIC IITGNL departments;
- Upon forwarding of application by DMIC IITGNL Employee, the other concerned DMIC IITGNL Employees shall be able to login to the system for further scrutiny;
- In case there are any concerns on the information provided by the Applicant, the respective Applicant shall be able to provide any additional information;
- In case the Applicant is unable to provide the additional information on the Building Completion Certificate approvals, the system shall generate a penalty for the Applicant which if the Applicant does not pay within the stipulated period will result in DMIC IITGNL taking the land back from the Applicant;
- If the application is approved by DMIC IITGNL Employees, the approval document can be downloaded by the Applicant.
- **The system should be able to generate all the digitally signed approval documents along with some kind of authentication like Bar Code / specially defined document serial number / QR Code etc. so that its authenticity may be verified from DMIC IITGNL's website by any person including any third party to whom the document is submitted.**

5.2.4.3 Subtask 4 – Applicant Login:

- Upon receiving the automated notification from the system, the Applicant shall be able to login to the system and review the list of any pending actions;

- It shall be mandatory for the allottee to apply for functional / occupancy certificate within 6 month of the issue of Building Completion Certificate.
- The Applicant shall be able to submit documents and apply for declaring the unit functional / occupancy certificate ;
- The Applicant shall be able to clear any pending dues, make the payment and receive automatic acknowledgement from the system;

5.2.4.4 Subtask 5 – Other applications:

This includes the following features of the system:

- applications for additional parcel of land (for expansion), in which case adjoining land will be given preference in allocation;
- Amalgamation of land parcel;
- Permission for Mortgage;
- Application for subleasing of property;
  - Application for sub-letting of property.
- Application for transfer of property;
- Application for surrender of property;
- Application for restoration
- Change in activity in terms of production and capacity;
- Change in constitution of the company;
  - Change in name;
  - Change in shareholding pattern;
  - Change in Management & Control
  - Change in directors / through inheritance;
  - Acquisition of the company.
- Reporting of Penalties.

Each of these shall ideally be a four to six step process (including monetary transactions for each application). The process for the same shall be shared over the course of the engagement.

5.3   Project Tasks, Activities, Timelines and Deliverables

Activities for the Project shall be undertaken by the Applicant through the following tasks along with the associated timelines. Note that all the deliverables will be considered as 'Approved' only after receiving an approval from Client. Since this is a time-sensitive project, it is expected that the System Integrator shall meet all the stated timelines on the project. As a maximum, the system shall be completely handed over to the Client within 120 days. In case this does not happen, the Client will provide a grace period of 15 working days to the System Integrator. In case the grace period expires, the Client shall have the option to exercise a penalty for non- performance that will be up to 1% for every week of delay to a maximum of 10% of the contract value. The Client will only exercise this penalty for delays because of non-performance of the System Integrator and not for reasons not applicable to the System Integrator. The Client shall have the option to exercise Contract Termination in case of any further delays.

TASKS	ACTIVITIES	TIMELINES (FROM AWARD OF CONTRACT: D) - IN DAYS	DELIVERABLES
Project Kick-Off	PPT Proposed Approach and Methodology for Phase 1, 2, 3 and 4, and Confirmation on Timelines	D+3	PPT
Project Implementation	Design Report with Proposed Design for Phase 1 & 2	D+10	Design Report
	Design Report with Proposed Design for Phase 3 and 4	D+20	Design Report
	Phase 2 system beta	D+30	Demo
	Phase 3 system beta	D+50	Demo
	Phase 4 system beta	D+60	Demo
System Testing, Integration, Commissioning and Go-Live	Proposed Testing Plans	D+25	Testing and Commissioning
	Systems Testing for Phase	D+40	Testing Report
	Systems testing for Phase 2	D+50	Testing Report
	Systems Testing for Phase 3	D+60	Testing Report
	System Commissioning and Go- Live of Phase 1 & 2	D+60	Systems Commissioning Report
	System Testing for Phase 4	D+70	Testing Report
	System Commissioning and Go- Live of Phase 3 along with integration with Phase 1 & 2	D+80	Systems Commissioning Report
	System Commissioning and Go- Live of Phase 4 along with integration with Phase 1, 2 and 3	D+90	Systems Commissioning Report

TASKS	ACTIVITIES	TIMELINES (FROM AWARD OF CONTRACT: D) - IN DAYS	DELIVERABLES
Systems Training, Handover and Commencement of Warranty Period	Handover of Phase 2 system to DMIC IITGNL	D+65	Training Plan, System Operating and Maintenance Manuals
	Handover of Phase 3 and 4 system to DIC IITGNL (Complete handover)	D+120	Training Plan, System Operating and Maintenance Manuals
	Commencement of Operations & Maintenance Phase including two (2) years of Defect Liability Period	D+120	
Operations & Maintenance Phase (Annual Maintenance Contract)	O&M of the system	For a period of 2 years from commencement of O&M phase	Monthly reports

5.3.1 Key Tasks:

a) Project Kick-Off:

The System Integrator shall be responsible for:

- Providing a detailed presentation with project understanding, implementation plan, approach and methodology and confirmation on timelines.

- Shall provide details on any specific requirements related to integration with Phase 1 works.

b) Project Implementation:

During this phase, the system integrator shall:

- Provide design details on Phase 1.

- Provide design details on Phase 2 works and integration with Phase 1 works.

- Recommend all IT infrastructure required as part of this project. Client shall provide the IT infrastructure required for this project at a Client owned data center or a cloud based server. System Integrator shall provide all requirements associated with the IT infrastructure so that the Client can provide the requisite space and servers for hosting this system. The bidder may also quote separately for providing IT

Infrastructure.

- The proposed solution shall support a minimum of 200 concurrent users at any time. Further, it should also support a scalability of another 200% additional concurrent users as needed.

- Proposed solution shall be scalable, reliable, flexible, robust and interoperable with other systems (ERP and e-governance) and shall be secure.

- Prepare and propose system workflows.

- System Integrator shall be responsible to refine/improvise the functional requirements of the system as needed to meet the requirements of the Client.

- Collect all input forms, data, report formats etc.

- Discuss in detail with DMIC IITGNL the detailed design of the project. It is the System Integrator's responsibility to satisfy the technical, performance and operational requirements of the RFQ cum RFP.

- Provide design details on all phases and details associated with integration with future ERP and e-Governance system.

- Provide details of the e-land management system (either COTS or develop) for review of DMIC ITGNL. In case of COTS product, the System Integrator shall ensure that the proposed system meets the Client requirements, is based on industry best practices, customizable to meet the project requirements, and meets all industry technology standards and security.

- System shall be modular and flexible to include required future functionalities as needed by the Client.

- System shall support multiple inputs for data feeds to achieve the desired functionality. The system shall produce automatic alerts, reports and other notifications as per the requirements of the Client. Such output reports, alerts and notifications shall be configurable based on the Client needs.

- Demonstrate beta of various phases for DMIC IITGNL's review and approval.

- Note that during the implementation or commissioning stage, the Client may require transferring the installation of this system to another cloud or data centre.

- The system shall support unlimited use and users for the Client.

- The System Integrator shall support additional scope of work related to this RFQ cum RFP for up to a value of 10% at no additional cost to the Client. Beyond the 10% additional scope, the System Integrator and Client upon mutual agreement may establish a change order mechanism.

c) **Systems Testing, Integration, Commissioning and Go-Live:**

- Each installation shall be inspected and tested in accordance with the requirements specified in the RFP cum RFQ document and will be subject to Client's approval;

- Approvals or passing of any inspection by the Client shall not, however, prejudice the right of the Client or its representative to reject the material if it does not comply with the specification when erected or give complete satisfaction in service;

- The System Integrator shall submit an Acceptance Test Procedures document (ATP), for Client's approval prior to undertaking any testing. The ATP shall clearly address:

    o How each testable specification requirement will be demonstrated, including the method for performing the test;

    o The results that will constitute success for each test;

    o Responsibilities of both the System Integrator and Client's representatives during each test; and

    o A cross-reference to which Contract requirements from the Compliance Matrix (to be developed by the System Integrator) is being addressed by each test procedure.

- The ATP shall include an updated Compliance Matrix to include the test relevant stage at which each contract requirement will be demonstrated; and a cross-reference to the test procedure(s) that serve to address each contract requirement;

- The Compliance Matrix shall be used as a "punch list" to track which requirements have not yet been demonstrated at each stage of testing. A requirement classified as having been "demonstrated" during a certain ATP stage can be subsequently redefined as having been "not demonstrated" if compliance issues emerge prior to System Acceptance;

- The ATP shall incorporate the following distinct testing stages for each deployment stage:

    o Beta Test: Beta Testing shall be conducted for each phase of the implementation;

    o System Implementation Testing: Shall be conducted for each phase of the implementation and deficiencies shall be rectified before the initiation of SAT. Systems Implementation Testing may be witnessed by Client's representatives;

    o System Integration Test (SIT): SIT shall be conducted for each phase of the implementation. SIT may be witnessed by Client's representatives; and

    o System Acceptance Tests (SAT): SAT shall be conducted after the entire system has been implemented, integrated and commissioned. Deficiencies, if any shall be rectified before the handover. SAT shall be witnessed by Client's representatives.

- Client may authorize the System Integrator to proceed to the next testing stage with certain deficiencies not yet resolved;

- The System Integrator shall provide written notice to Client at least five (5) days in advance of any testing, indicating the specific tests to be completed as well as the date, time and location. The System Integrator shall be required to reschedule testing if Client witnessing representatives cannot be present or if other circumstances prevent testing from taking place

- The System Integrator shall be responsible for the integration of all components supplied as part of this Project as per the technical and performance requirements of this RFQ cum RFP document;

- In case the integration of any of the systems is not as per the requirements specified in the bid document, the System Integrator shall be responsible to provide any upgrades required to meet the integration requirements at no additional cost to the Client unless otherwise agreed by the Client.

- It shall be the responsibility of the System Integrator to take approval of the Client for the Integration of the overall system as per the bid document;

- Unless the system acceptance approval upon integration is taken by the System Integrator, the Project handover shall not be considered.

d) **Systems Training and Handover:**

- Post the Integration Phase, the System Integrator shall train Client representatives to operate the system;

- In addition to this training, the System Integrator shall also conduct half-yearly training refreshment sessions during the first year of operations, to train the new staff inducted by the Client and to enhance the knowledge of the Client's staff operating the system by adopting "train the trainer" approach;

- Training shall be done before the Systems Acceptance test. The period of training shall be mutually agreed upon by Client and System Integrator;

- The System Integrator shall submit to the Client copies of comprehensive operating and maintenance manuals implemented as part of this RFQ cum RFP;

- The System Integrator shall submit four (4) sets of the final manuals (incorporating comments, if any, of the Client) complete in all respects;

- Operational Acceptance of System shall be provided after one (1) month of continuous fault free running of system after successful System Acceptance which shall be approved by the Client and qualified as System Handover;

- At the close of the work and before issue of final certificate of completion by the Client, the System Integrator shall furnish a written guarantee indemnifying Client against defective product and workmanship for a period of two (2) years after completion which is referred to as Defect Liability Period. The System Integrator shall hold himself fully responsible for reinstallation or replace free of cost to Client during the Defect Liability period;

- Upon System Handover, the Operations & Maintenance phase will commence and will last for a period of two (2) year from system handover.

5.3.2 Intellectual Property and Software License Agreement

5.3.2.1 Intellectual Property Rights Indemnity:

a) The System Integrator shall indemnify and hold harmless the Client and

its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Client or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

  i.   installation of the System by the System Integrator or the use of the System, including the Materials, in the country where the site is located;

  ii. copying of the Software and Materials provided the System Integrator in accordance with the Agreement; and

  iii. sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Client's breach of General Terms and Conditions

b) Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the System Integrator, where the infringement arises because of such association or combination and not because of use of the System in its own right.

c) Such indemnities shall also not apply if any claim of infringement:

  i.   is asserted by a parent, subsidiary, or affiliate of the Client's organization;

  ii. is a direct result of a design mandated by the Client's Technical Requirements and the possibility of such infringement was duly noted in the System Integrator's Bid; or

  iii. Results from the alteration of the System, including the Materials, by the Client or any persons other than the System Integrator or a person authorized by the System Integrator.

d) If any proceedings are brought or any claim is made against the Client arising out of the matters referred to in Terms and Conditions, the Client shall promptly give the System Integrator notice of such proceedings or claims, and the System Integrator may at its own expense and in the Client's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the System Integrator fails to notify the Client within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf. Unless the System Integrator has so failed to notify the Client within the twenty-eight (28) days, the Client shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Client shall, at the System Integrator's request, afford all available assistance to the System Integrator in conducting such proceedings or claim and shall be reimbursed by the System Integrator for all reasonable expenses incurred in so doing

e) The Client shall indemnify and hold harmless the System Integrator and its employees, officers, and Sub-System Integrators from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the System

Integrator or its employees, officers, or Sub-System Integrators may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the System Integrator in connection with this Contract by the Client or any persons (other than the System Integrator) contracted by the Client, except to the extent that such losses, liabilities, and costs arise as a result of the System Integrator's breach of General Terms and Condition.

f) Such indemnity shall not cover:

   i.   any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

   ii. any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Client or any other person contracted by the Client, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

g) Such indemnities shall also not apply:

   i.   if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the System Integrator's organization;

   ii. To the extent that any claim of infringement is caused by the alteration, by the System Integrator, or any persons contracted by the System Integrator, of the design, data, drawing, specification, or other documents or materials provided to the System Integrator by the Client or any persons contracted by the Client.

h) If any proceedings are brought or any claim is made against the System Integrator arising out of the matters referred to in General Terms and Conditions, the System Integrator shall promptly give the Client notice of such proceedings or claims, and the Client may at its own expense and in the System Integrator's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims. If the Client fails to notify the System Integrator within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the System Integrator shall be free to conduct the same on its own behalf. Unless the Client has so failed to notify the System Integrator within the twenty-eight (28) days, the System Integrator shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The System Integrator shall, at the Client's request, afford all available assistance to the Client in conducting such proceedings or claim and shall be reimbursed by the Client for all reasonable expenses incurred in so doing.

5.3.2.2   Software License Agreement:

Except to the extent that the Intellectual Property Rights in the Software vest in the Client, the System Integrator hereby grants to the Client license to access and use the Software, including all inventions, designs, and marks embodied in the Software. The source code of the software shall vest with the Client.

Such license to access and use the Software shall:

a) Be:

    i.   nonexclusive;

    ii.   fully paid up and irrevocable;

    iii.   valid throughout the territory of the Client's Country;

b) permit the Software to be:

    i.   used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the System Integrator's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;

    ii.   used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the System Integrator's bid specifies a class of computer to which the license is restricted and unless the System Integrator agrees otherwise in writing, the replacement computer(s) is(are) within that class;

    iii.   if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

    iv.   reproduced for safekeeping or backup purposes;

    v.   customized, adapted, or combined with other computer software for use by the Client, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;

    vi.   disclosed to, and reproduced for use by, support service System Integrator and their sub-System Integrators, (and the Client may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and

    vii.   Disclosed to, and reproduced for use by, the Client and by such other persons (and the Client may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.

The Standard Software may be subject to audit by the Client to verify compliance with the above license agreements.

5.3.3   Operations & Maintenance Phase i.e. Annual Maintenance Contract

Post the complete system handover, Operations & Maintenance Phase will start for this e-land management system. This phase will last for a period of two (2) years from the

system handover date.

Service Level Agreement (SLA) will come into effect from the date of handover and until the successful completion of the Defect Liability Period (DLP) and penalties will be levied on monthly payments made to the System Integrator. The System Integrator has to comply with the SLA to ensure adherence with project timeline, quality and availability of services.

- **"Uptime"** shall mean the time period for which the specified services/components with specified technical and service standards are available to users. Uptime in percentage of any component can be calculated as:

  Uptime = {1-[(Downtime) / (Total Time-Maintenance Time)]}*100

- **"Downtime"** shall mean the time period for which the specified services/components with specified technical and service standards are not available to the users. It excludes the scheduled outages planned in advance for any upgrades or other services that are attributed to hosting provided by Client. This shall be reported by the application generated fault report and any user generated reporting.

- **"Resolution Time"** shall mean the time taken from reporting of fault to fault treated.

The System Integrator shall provide an on-site engineer with the required skill set based in Greater Noida during the Operations & Maintenance phase of the contract. This engineer shall be available throughout the O&M phase and may be deployed onsite at Client office.

Further, System Integrator shall provide a Help Desk facility (phone number and email) that will be used by the Client for logging any complaints or reporting any faults in the system. This Help Desk facility should be both automated and should have manpower support. The Help Desk call management shall be operational 24x7x365. Using this Help Desk facility, Client shall be able to log a complaint for any fault in the system.

During these two (2) years of O&M phase, the System Integrator shall provide all upgrades for free to the Client and shall be included as part of the source code.

The SLA required for the system is per below and shall be treated for calculating the Resolution Time. :

Component	Measurement for Availability	Downtime	Penalty (INR)
e-land management system application	Number of hours the e-land management system software is non-functional/non-accessible/non-available/non-responsive in	0-2 hours	No Penalty
		2-4 hours	2% of applicable monthly payment
		4-8hours	5% of applicable monthly payment
		8-12 hours	10% of applicable monthly payment
		12-18	12% of applicable monthly payment
		18-30	15% of applicable monthly payment
		30-48	18% of applicable monthly payment

	48-60	25% of applicable monthly payment
each case of outage	60-72	30% of applicable monthly payment
	>72 hours	40% of applicable monthly payment. Client shall have the right to terminate the contract in this case.
e-land management system software availability is defined as the proper functioning of the Application as per the functional and technical requirements defined in the bidding documents. This does not include scheduled outages planned in advance for any upgrades or planned maintenance.		

For SLA monitoring and evaluation, the System Integrator shall provide automated reporting through the application in terms of its uptime and downtime. This application shall be completely automated and shall not permit any human intervention in terms of adjustment of system uptime and downtime. The reports generated from this software shall be in Word, PDF and Excel formats. The SLA downtime calculation shall be done monthly through the system generated reports.

Note that for the AMC price quoted by the System Integrator for the two (2) years period, the Client shall have the option of extending this AMC to additional years at the Client's discretion by factoring-in any annual escalations. This will be discussed with the System Integrator at the appropriate time.

5.4   Payment Terms

TASKS	ACTIVITIES	PAYMENT (% OF CONTRACT VALUE: C)
Project Implementation	Phase 1 Beta	5% of C
	Phase 2 system beta	5% of C
	Phase 4 system beta	10% of C
	Systems Testing for Phase 2	5% of C
	System Commissioning of Phase 1 along with integration with Phase 1	5% of C
	System Commissioning of Phase 1 along with integration with Phase 1	5% of C
	System Commissioning of Phase 3 along with integration with Phase 2	10% of C

	System Commissioning of Phase 4 along with integration with Phase 2 and 3	10% of C
Systems Training, Handover and Commencement of Warranty Period	Handover of Phase 2 system to DMIC IITGNL	5% of C
	Handover of Phase 3 and 4 system to DMIC IITGNL	10% of C
Operations & Maintenance Phase	O&M of the system	1.25% every month for 2 years

Section-6

Standard Form of Contract

STANDARD FORM OF CONTRACT

FOR SYSTEM INTEGRATOR SERVICES

Between

[Name of client]

[Name of System Integrator]

[Date]

I. Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the "Contract") is made on the [Date in words] day of the month of [month] [year in 'yyyy' format], by and between

The DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL) having registered office at 169 Chitvan Estate, Sector Gamma – II, Greater Noida, Gautam Budh Nagar, Uttar Pradesh 201308 hereinafter referred to as the "Client" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

AND,

[Name of System Integrator and registered address] (hereinafter called the "System

Integrator")

WHEREAS

a) The Client has requested the System Integrator to provide certain services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");

b) The System Integrator, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

a) The General Conditions of Contract (hereinafter called "GC");

b) The Special Conditions of contract (hereinafter called "SC");

c) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: System Integrators', Sub contractor, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel and schedule for submission of various deliverables

Appendix C: Approach and methodology

Appendix D: Duties of the Client Appendix E: Cost Estimate

Appendix F: "Conformed Document" which incorporates all the changes, modifications and results of the contract discussion

Appendix G: Copy of Letter of Award

Appendix H: Copy of letter of Award/ acceptance by System Integrator

Appendix I: Copy of Bank Guarantee for Performance Security and

Insurances

Appendix J: Clarifications

Appendix K: Hours of Work for System Integrator's Personnel

Appendix L: Correspondences

2. The mutual rights and obligations of the Client and the System Integrator shall be as set forth in the Contract; in particular:

a) The System Integrator shall carry out the Services in accordance with the provisions of the Contract; and

b) Client will make payments to the System Integrator in accordance with the provisions of the Contract.

3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:

a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.

b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;

c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and

d) the Appendices shall subject to each of the Contract, SC and the GC

e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the System Integrator

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF Client

[Signature]

[Name]

[Designation

]

FOR AND ON BEHALF OF System Integrator

[Signature]

[Name]

[Designation

]

Witness:

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

II. General Conditions of Contract

6.1   General provisions

6.1.1   Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;

b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly:
(a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;

c) "Client" means the Party named in the Contract, who employs the System Integrator;

d) System Integrator" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;

e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;

f) "Contract Price" means the price to be paid for the performance of the Services;

g) "GC" means the General Conditions of Contract;

h) "Government" means the Government of Client's country;

i) "Local Currency" means the currency of the Government;

j) "Member", in case the System Integrator consist of a joint venture of more than one entity, means any of these entities, and " Members" means all of these entities; "Lead Member/Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the System Integrator' rights and obligations towards the Client under this Contract;

k) "Material Adverse Effect" means material adverse effect on (a) the ability of the System Integrator to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;

l)   Master Services Agreement (MSA) shall mean the same as "contract";

m)   "Party" means the Client or the System Integrator, as the case may be, and Parties means both of them;

n)   "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the System Integrator from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;

o)   "Personnel" means persons hired by the System Integrator or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;

p)   "Project" means "[name of assignment]";

q)   "SC" means the Special Conditions of Contract by which these General Conditions
of the Contract may be amended or supplemented;

r)   "Services" means the work to be performed by the System Integrator pursuant to this Contract as described in TOR;

s)   "Sub-contractor" means any entity to which the System Integrator subcontract any part of the Services in accordance with the provisions of this contract; and,

t)   "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee

u)   "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

v)   "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among System Integrator (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

6.1.2   Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Gautam Budh Nagar and the high court at Allahabad, Uttar Pradesh, India.

6.1.3   Language: This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6.1.4   Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

6.1.5   Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.

6.1.6   Authorized Representatives: Any action required or permitted to be

taken, and any document required or permitted to be executed, under this Contract by the Client or the System Integrator may be taken or executed by the officials in the SC.

6.1.7   Taxes and Duties: Unless otherwise specified in the SC, the System Integrator, Sub- System Integrator and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

6.1.7.1   The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the System Integrator. Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the System Integrator, any Sub-Contractors or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the System Integrator's obligations under this Agreement which remain outstanding, the Client shall notify the System Integrator of the same and the System Integrator shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the System Integrator shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:

6.1.7.1.1 the Client having been required by any governmental authority to pay any Taxes which the System Integrator is liable to bear hereunder; or

6.1.7.1.2 Any cost actually sustained by the Client for failure by the System Integrator to pay any Taxes for which it is responsible under this Contract.

6.1.8   Interpretation: In the Contract, unless the context otherwise requires:

6.1.8.1   The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

6.1.8.2   A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.

6.1.8.3   A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

6.1.8.4   A reference to any Applicable Law includes any amendment, modification, re- enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to

6.1.8.5   Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding

meaning.

6.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed *ejusdem generis* with any foregoing words.

6.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.

6.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.

6.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.

6.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:

a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);

b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and

c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, Sub-contractors, agents, attorneys and other duly authorized representatives.

6.2   Joint and Several Liability: Collective action by Members

6.2.1 In the event the System Integrator is a joint venture consortium, the Members shall be deemed to be jointly and severally liable to the Client for the performance of this Contract. Without prejudice to the foregoing, the Client shall be entitled to terminate this Contract in the event of any change in the structure or composition of the joint venture consortium, including the Member in Charge ceasing to act as such. In the event the System Integrator is a joint venture consortium, the Performance Security may be provided by any member; provided that such Performance Security shall mention the details of this Contract and other members.

6.2.2 In the event the System Integrator is a joint venture consortium, without prejudice to the joint and several liability of all the Members, each Member agrees that it shall exercise all rights and remedies under this Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Member agrees and acknowledges that, notwithstanding anything to the contrary in the memorandum of understanding or any other such agreement or arrangement between the Members:

6.2.2.1 any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to this 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 Member in Charge;

6.2.2.2 consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member 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 Members;

6.2.2.3 any notice, communication, information or documents to be provided to the System Integrator shall be delivered to the authorized representative of the System Integrator (as designated pursuant to Clause 6.1.6 of the GCC) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

6.3 Commencement, completion, modification and termination of contract

6.3.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by either the Parties, or such other date as may be stated as per SC.

6.3.2 Commencement of Services: The System Integrator shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.

6.3.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

6.3.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

6.3.5 **Force Majeure**

6.3.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

6.3.5.2 No Breach of Contract: The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

b) has informed the other party as soon as possible about the occurrence of such an event.

c) the dates of commencement and estimated cessation of such event of Force Majeure; and

d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

6.3.5.3 The Parties agree that neither Party shall be able to suspend or excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

6.3.6 Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

6.3.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the System Integrator shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

6.4 Termination

6.4.1 By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the System Integrator, to be given after the occurrence of any of the events specified in this clause:

a) if the System Integrator do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;

b) within thirty (30) days, if the System Integrator become insolvent or bankrupt;

c) if, as the result of Force Majeure, the System Integrator are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

d) within thirty (30) days, if the System Integrator fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;

e) within thirty (30) days, if the System Integrator submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the System Integrator places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;

f) within thirty (30) days, if the System Integrator, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the contract.

g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.

6.4.2 By the System Integrator: The System Integrator may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:

a) if the Client fails to pay any money due to the System Integrator pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the System Integrator that such payment is overdue ; or

b) if, as the result of Force Majeure, the System Integrator are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

6.4.3   Cessation of Rights and Obligations: Upon termination of this Contract pursuant   to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except
(i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the System Integrator's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law.

6.4.4   Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the System Integrator shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the System Integrator and equipment and materials furnished by the Client, the System Integrator shall handover all project documents under procedure described in this contract.

6.4.5   Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the System Integrator:

a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;

b) If the Contract is terminated pursuant to Clause 6.4.1a), b), d), e) or f), the System Integrator shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The System Integrator will be required to pay any such liquidated damages to Client within 30 days of termination date.

6.4.6   Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.5   Obligations of the System Integrator

6.5.1   General: The System Integrator shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The System Integrator shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- contractors or third parties. Since the Delhi Mumbai Industrial Corridor project is to be implemented as a joint venture between State Government and DMICDC, any State Government agency as appointed by the State Government is to be continuously consulted, besides the Client, as a major stakeholder in the Project.

6.5.2   Conflict of interest

6.5.2.1   Any breach of an obligation under Clause 6.5 shall constitute a conflict of interest ("Conflict of Interest"). The System Integrator shall comply and shall ensure the Sub- contractors and Affiliates of the foregoing comply with the provisions of Clause 6.5 and any breach of such an obligation shall constitute an event of default by the System Integrator for the purposes of this Contract. The System Integrator shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the System Integrator agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

6.5.2.2   System Integrator Not to Benefit from Commissions, Discounts, etc.: The remuneration of the System Integrator pursuant to relevant clauses hereof shall constitute the System Integrator's sole remuneration in connection with this Contract or the Services, and the System Integrator shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the System Integrator shall use their best efforts to ensure that the Personnel, any Sub-contractors and agents of either of them, similarly shall not receive any such additional remuneration.

6.5.2.3   System Integrator and Affiliates Not to Engage in Certain Activities: The System Integrator agree that, during the term of this Contract and after its termination, the System Integrator and their affiliates, as well as any Sub-contractor and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

6.5.2.4   Prohibition of Conflicting Activities: Neither the System Integrator nor their Sub- System Integrator nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a)   during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and

b)   after the termination of this Contact, such other activities as may be specified in the SC.

6.5.3 Confidentiality: The System Integrator, their Sub-contractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.

6.5.4 System Integrator's Actions Requiring Client's Prior Approval: The System Integrator shall obtain the Client's prior approval in writing before taking any of the following actions:

    a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the System Integrator shall remain fully liable for the performance of the Services by the Sub contractor and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the System Integrator with particulars (name, financial & technical background, sub-contract fee) of the sub-contractor.

    b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and

    c) any other action that may be specified in the SC.

6.5.5 Reporting Obligations: The System Integrator shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.

6.5.6 Documents Prepared by the System Integrator to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the System Integrator pursuant to this contract shall become and remain the property of the Client, and the System Integrator shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The System Integrator may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

6.5.7 Liability of the System Integrator: Subject to additional provisions, if any, set forth in the SC, the System Integrator' liability under this Contract shall be as provided by the Applicable Law.

6.5.8 Insurance to be taken out by the System Integrator: The System Integrator (i) shall take out and maintain, and shall cause any Sub contractors to take out and maintain, at their (or the Sub contractors', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the System Integrator shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the System Integrator fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having

other recourse available under this Contract have the option without prejudice to the obligations of the System Integrator, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the System Integrator, and the System Integrator shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the System Integrator and the System Integrator shall procure an undertaking from the insurance company in this regard.

6.6   System Integrator' personnel

6.6.1   Description of Personnel

6.6.1.1   The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the System Integrator' core team are described in this contract. The core team are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the System Integrator, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.

6.6.1.2   If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the System Integrator by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

6.6.2   Removal and/or Replacement of Key Personnel

6.6.2.1   Being a short term contract, the Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 15 (fifteen) percent of key personnel (considering equal weighting for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of 15 (fifteen) percent of Key Personnel would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel.

6.6.2.2   For Key Personnel replaced for the second time, the remuneration payable will not exceed 80 (eighty) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period.

6.6.2.3   If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the System Integrator shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

6.6.2.4   Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the System Integrator may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,

(i) the System Integrator shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

(ii) (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

6.7 Obligations of the client

6.7.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the System Integrator, Sub- contractors and Personnel with work permits and such other documents as necessary to enable the System Integrator, Sub contractors or Personnel to perform the Services:

6.7.1.1 assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required

6.7.1 facilitate prompt clearance through customs of any property required for the

6.7.1.3 issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

6.7.2 Access to land: The Client warrants that the System Integrator shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

6.8 Payments to the System Integrator

6.8.1 Payment terms: The System Integrator total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-contractor's costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the System Integrator in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.

6.8.2 No payment shall become eligible for the next stage until the System Integrator completes to the satisfaction of the Client the work pertaining to the

6.8.3 Currency: The price is payable in local currency i.e. Indian Rupees.

6.8.4 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

6.9 Settlement of disputes

6.9.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its

6.9.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

6.10 Responsibility for accuracy of project documents

6.10. General

6.10.1.1 The System Integrator shall be responsible for accuracy of the Designs,

application and system development, and implementation all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The System Integrator will also be responsible for correcting, at his own cost and risk, the system development including any re-development works and correcting development etc. if required during the execution of the Services.

6.10.1.2 The System Integrator shall be fully responsible for the accuracy of developed system. The System Integrator shall indemnify the Client against any inaccuracy / deficiency in the designs and development noticed and the Client will bear no responsibility for the accuracy of the designs and application development submitted by the System Integrator.

6.11 Liquidated damages

If the selected System Integrator fails to complete the Assignment, within the period specified under the contract, the System Integrator shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.

6.12 Representation, warranties and disclaimer

6.12.1 The System Integrator represents and warrants to the Client that:

6.12.1.1 it is duly organized, validly existing and in good standing under the applicable laws of its Country;

6.12.1.2 it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

6.12.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;

6.12.1.4 it has the financial standing and capacity to undertake the Project;

6.12.1.5 this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

6.12.1.6 it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

6.12.1.7 there are no actions, suits, proceedings, or investigations pending or, to the System Integrator's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the System Integrator under this Contract or materially affect the discharge by the System Integrator of its obligations under the Contract.

6.12.1.8 no representation or warranty by the System Integrator contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

6.12.1.9 no sums, in cash or kind, have been paid or will be paid, by or on behalf of the System Integrator, to any person by way of fees, commission or otherwise for

securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

6.13 Miscellaneous

6.13.1 Assignment and Charges

6.13.1.1 The Contract shall not be assigned by the System Integrator save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

6.13.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

6.13.2 Indemnity: The System Integrator agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the System Integrator of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the System Integrator including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;
(c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the System Integrator of the commencement thereof; provided, however, that the omission so to notify shall not relieve the System Integrator from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

6.13.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts Gautam Budh Nagar and the High Court at Allahabad, Uttar Pradesh, India shall have jurisdiction over all matters arising out of or relating to the Contract.

6.13.4 Waiver

6.13.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

   a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;

   b) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and

   c) shall not affect the validity or enforceability of the Contract in any manner.

6.13.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right

hereunder.

6.13.5 Survival: Termination of the Contract (a) shall not relieve the System Integrator or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

6.13.6 Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

6.13.7 Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

6.13.8 No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

6.13.9 Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.

6.13.10 Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

6.13.11 Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

6.13.12 Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

III. Special Conditions of Contract

The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

6.1.1(f) The contract price payable in Indian Rupees is ____ (inclusive   of   Goods   &

Services Tax).

6.1.1(j) The Member in-charge is [name of System Integrator].

6.1.1(n) Performance security

(i) The System Integrator will furnish within fifteen (15) days of the issue of Letter of Acceptance (LOA), an unconditional and irrevocable bank guarantee as Performance Security in the format given in "Annexure A" from a Scheduled Commercial Indian Bank for an amount equivalent to 5 (five) percent of the total cost of Financial Proposal under this Assignment.

6.1.3 The language is English.

6.1.4 The client address is [name, designation, telephone, facsimile, address].

6.1.4 The System Integrator address is [name, designation, telephone, facsimile, address].

6.1.6 The Authorized Representative for the Client is [name, designation].

6.1.6 The Authorized Representative for the System Integrator is [name, designation].

6.1.7 For domestic System Integrator / personnel and foreign System Integrator / personnel who are permanent residents in India, the System Integrator and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The System Integrator will be paid by DMIC IITGNL only Goods & Services tax over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by System Integrator.

6.3.1 The date on which this Contract will come into effect is [date].

6.3.1 The duration of assignment shall be 2 years and 4 months (two years and four months including the AMC period of 2 years) and with option to extend the contract duration with mutual written agreement.

6.5.7 Limitation of the System Integrator' Liability towards the Client

a) Except in case of negligence or wilful misconduct on the part of the System Integrator or on the part of any person or firm acting on behalf of the System Integrator in carrying out the Services, the System Integrator, with respect to damage caused by the System Integrator to the Client's property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the System Integrator hereunder, or (ii) the proceeds the

System Integrator may be entitled to receive from any insurance maintained by the System Integrator to cover such a liability, whichever of (i) or (ii) is higher.

b) This limitation of liability shall not affect the System Integrator' liability, if any, for damage to Third Parties caused by the System Integrator or any person or firm acting on behalf of the System Integrator in carrying out the Services.

6.5.8   Risks and coverage

a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the System Integrator or their Personnel or any Sub contractors or their Personnel for the period of Assignment.

b) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakh only) for the period of Assignment.

c) Professional Liability Insurance: System Integrator will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by System Integrator's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Assignment commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the System Integrator hereunder or (ii) the proceeds, the System Integrator may be entitled to receive from any insurance maintained by the System Integrator to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.

d) Client's liability and workers' compensation insurance shall be in respect of the Personnel of the System Integrator and of any Sub contractor, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

6.8.1   Assignment fee will be paid in accordance with the submission and acceptance of following milestone by DMIC IITGNL and State/Nodal agencies:

TASKS	ACTIVITIES	PAYMENT (% OF CONTRACT
Project Implementati on	Phase 1 Beta	5% of C
	Phase 2 system beta	5% of C
	Phase 4 system beta	10% of C
	Systems Testing for Phase 2	5% of C
	System Commissioning of Phase 1 along with integration with Phase 1	5% of C
	System Commissioning of Phase 1 along with integration with Phase 1	5% of C
	System Commissioning of Phase 3 along with integration with Phase 2	10% of C
	System Commissioning of Phase 4 along with integration with Phase 2 and 3	10% of C
Systems Training, Handover and Commence ment of Warranty Period	Handover of Phase 2 system to DMIC IITGNL	5% of C
	Handover of Phase 3 and 4 system to DMIC IITGNL	10% of C
Operations & Maintenance Phase	O&M of the system	1.25% every month for 2 years

Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones.

6.9   Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above- mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Gautam Budh Nagar and the arbitration shall be conducted in the English language.

The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

Annexure A: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s DMIC Integrated Industrial Township Greater Noida Limited (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of System Integrator] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'System Integrator' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the System Integrator, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the System Integrator having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the System Integrator to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the System Integrator. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the System Integrator or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

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 the advance or to extend the time for performance of the Contract by the System Integrator nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the System Integrator any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission

or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the System Integrator and notwithstanding any security or other guarantee that the client may have in relation to the System Integrator's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the System Integrator /the Bank or any absorption, merger or amalgamation of the System Integrator /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of System Integrator] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]   Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No. Dated Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.