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



(Ref No. AITL/SBIA/2017-18/01)

APPOINTMENT OF MASTER SYSTEM INTEGRATOR (MSI)

FOR

SUPPLY, IMPLEMENTATAION, INTEGRATION, OPERATIONS AND MAINTENANCE OF SMART CITY ICT COMPONENTS AT SHENDRA AREA OF AURIC

Volume I – Instruction to Bidders



April, 2017

Aurangabad Industrial Township Limited (AITL)

Udyog Sarathi, MIDC Office, Marol Industrial Area Andheri (East), Mumbai, Maharashtra, India - 400093



Aurangabad Industrial Township Limited International Competitive Bidding (ICB)

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SUPPLY, IMPLEMENTATION, INTEGRATION, OPERATIONS AND MAINTENANCE OF SMART CITY ICT COMPONENTS AT SHENDRA AREA OF AURIC

AURANGABAD INDUSTRIAL TOWNSHIP LIMITED (AITL)

REQUEST FOR QUALIFICATION (RFQ)

CUM

REQUEST FOR PROPOSAL (RFP)

Volume I – Instruction to Bidders

(Ref No: AITL/SBIA/2017-18/01)
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Aurangabad Industrial Township Limited (AITL)

Udyog Sarathi, MIDC Office, Marol Industrial Area Andheri (East), Mumbai, Maharashtra, India – 400093



AITL

Aurangabad Industrial Township Limited INTERNATIONAL COMPETITIVE BIDDING (ICB)

RFQ cum RFP for Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components at Shendra Area of AURIC (Ref No: AITL/SBIA/2017-18/01)

Aurangabad Industrial Township Limited (AITL) a SPV between the Maharashtra Industrial Development Corporation (MIDC) and the Delhi Mumbai Industrial Corridor Development Corporation (DMICDC) invites RFQ cum RFP from interested bidders for Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components at Shendra Area of AURIC in Maharashtra. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFQ cum RFP document uploaded on the website: https://aitl.eproc.in, www.auric.city and www.auric.city and www.auric.city and www.auric.city and www.dmicdc.com

Interested Bidders are requested to submit their online responses to the RFQ cum RFP on or before, 22nd May 2017, 3:00 PM. Non-refundable processing fee of INR 1,00,000/- (Rupees One Lakhs only) inclusive of applicable service tax and cess shall accompany the submittals through the online portal only on AITL's website as a non-refundable processing fee. Estimated Cost of the Project is INR 116 Crores (excluding service tax and VAT).

SD/-Managing Director (AITL)

Instructions to Bidder for e-Tendering

1. Accessing/Purchasing of BID documents

- (i) It is mandatory for all the Bidders to have a class-III Digital Signature Certificate (DSC) (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 Agencies (Bidders can see the list of licensed CAs from the link https://aitl.eproc.in to participate in e-tendering of the Client).
- (ii) DSC should be in the name of the authorized signatory as authorized in Appendix 4 or Appendix 18 of the submitted Proposal. It should be in corporate capacity (that is in Bidder capacity, or in case of Joint Venture (JV), in the Project in Charge (Lead Bidder) capacity, as applicable). Please ensure the submission of document certifying the Class III DSC.
- (iii) To participate in the Bidding, it is mandatory for the Bidder to register their firm / Joint Venture with e-tendering portal of the Client, to have user ID & password which has to be obtained by submitting the applicable fee & necessary documents. Validity of online registration is one year. Following may kindly be noted:
 - (a) Registration should be valid at least up to the date of submission of Proposal;
 - (b) Proposals can be submitted only during the validity of their registration;
 - (c) The amendments / clarifications to the BID document, if any, will be hosted on the Client's website. https://aitl.eproc.in;
 - (d) If the firm / Joint Venture is already registered with e-tendering portal of Client and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.
- (iv) The complete BID document can be viewed / downloaded from e-tender portal of Aurangabad Industrial Township Limited, from the date & time mentioned in the Bid Data Sheet.
- (v) To participate in Bidding, Bidders have to pay through online mode a bid processing fee of Rs.1,00,000 (Rupees One Lakhs only including applicable service tax and cess) towards processing fee for BID (non- refundable) and EMD (Bid Security) is also to be furnished by the Bidder for the amount of Rs.5,00,00,000 (Rupees Five Crore only.) in the form of Demand Draft / Bank Guarantee (BG) as per the format mentioned in Appendix 3, issued from a scheduled Bank in the name of the Client.
- (vi) Bank details of Client required for online mode:

Beneficiary Name - Aurangabad Industrial Township Limited

Address - Udyog Sarathi, MIDC Office, Andheri (E), Mumbai - 93

Name of the Bank - ICICI Bank Ltd.

Branch address - MIDC, Andheri (E)

Type of Account - Current Account

Account No - 054405007224

IFSC Code - ICIC0000544

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 May, 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) 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://aitl.eproc.in. The Bidders can pay registration Charges as applicable and Tender Processing Fees.

Disclaimer

- This RFQ cum RFP document is neither an agreement nor an offer or invitation by the Aurangabad Industrial Township Limited (AITL) to the prospective Bidders or any other person. The purpose of this RFQ cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ cum RFP.
- 2. AITL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP document and it is not possible for AITL to consider particular needs of each party who reads or uses this RFQ cum RFP document. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by AITL in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtain independent advice from appropriate sources.
- 3. AITL will not have any liability to any prospective Master Systems Integrator Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP document, any matter deemed to form part of this RFQ cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of AITL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. AITL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFQ cum RFP.
- 4. AITL will not be responsible for any delay in receiving the proposals. The issue of this RFQ cum RFP does not imply that AITL is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the systems integrator services and AITL reserves the right to accept/reject any or all of proposals submitted in response to this RFQ cum RFP document at any stage without assigning any reasons whatsoever. AITL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ cum RFP Application.
- 5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AITL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 6. AITL 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 of AITL.
- 7. This RFQ cum RFP including the selection process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

- 8. The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Bidder in order to receive clarification or further information;
 - c) Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

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Section 1. Letter of Invitation

Mumbai

Date: 26th April, 2017

1. Introduction

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

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

At the state level in Maharashtra, of the seven nodes to be developed as a part of the DMIC corridor, the Nasik Sinnar Igatpuri Investment Region (NSIIR) in Maharashtra comprises of the Shendra–Bidkin Industrial Area. Shendra-Bidkin Industrial Area is being collectively called as Aurangabad Industrial City (AURIC). The development of AURIC is being carried out through Aurangabad Industrial Township Limited (AITL) a special purpose vehicle (SPV) between the Maharashtra Industrial Development Corporation (MIDC) and the DMIC Trust.

The Shendra-Bidkin Industrial Area 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 Shendra-Bidkin Industrial Area is expected to generate huge employment and to add value and exports to the Aurangabad District and Maharashtra as a whole.

The broad vision for the Shendra-Bidkin Industrial Area is to become a 'showcase of Maharashtra's leading manufacturing industries' with the following principles:

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

The paradigm shift towards modern cities includes a strong need to have integrated and connected infrastructure with a focus on citizen-centric services. The overall vision of AURIC includes positioning of Information & Communications Technology (ICT) as the key enabler to integrate various functions of the city development and operations, provide advanced and affordable services to the citizens along with efficient governance and management of the city operations. ICT will enable creation of a sustainable eco-system of the government,

industries/businesses, social infrastructure with an overall citizen-centric development. It will enable AITL to be an efficient and tech-savvy organization that will truly leverage ICT for its operations and decision making. ICT will cultivate the development of a digital and connected city which ultimately helps in promoting and sustaining economic growth and development.

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

2. Objectives

The objective of this RFQ cum RFP is to appoint a Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components at Shendra Area of AURIC under the Aurangabad Industrial Township Limited (AITL).

- 3. A MSI 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:

VOLUME I: Instruction to Bidders

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Bidders

SECTION 3: Qualification Documents and Technical Proposal - Standard Forms

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

SECTION 5: Corrupt and Fraudulent Practices

VOLUME II: Standard Form of Contract

SECTION 1: General Conditions of Contract (GCC)

SECTION 2: Special Conditions of Contract (SCC)

SECTION 3: Service Levels

VOLUME III: Terms of Reference

SECTION 1: Introduction

SECTION 2: Project Overview and Components

SECTION 3: Detailed Scope of Work

SECTION 4: Roles and Responsibilities

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

APPENDIX A: Typical Drawings

APPENDIX B: Standards (For Reference Only)

APPENDIX C: Geotechnical Report

All clarifications / corrigendums will be published only on the Client's website. The official website for accessing the information related to this RFQ cum RFP is: https://aitl.eproc.in (the "Official Website").

Note: From the "Home" page access the "Tenders" section to access all the uploaded documents related to this RFQ cum RFP.

Yours sincerely

MD

AITL

Section 2. Instructions to Bidders and Bid Data Sheet

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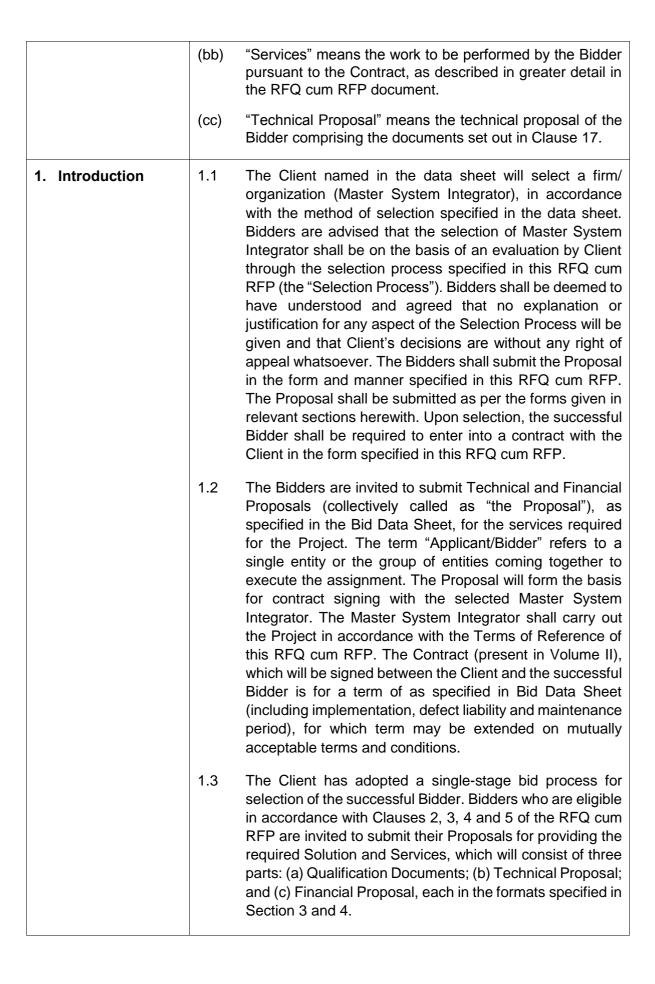
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A. General Provisions

Definitions

- (a) "Affiliate" means, in relation to a Bidder, a person who controls or is controlled by such Bidder, or a person who is under the common control of the same person who controls such Bidder.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the state of Maharashtra / India, as they may be issued and in force from time to time.
- (c) "Bidder" means any firm/organization that submits a Proposal pursuant to this RFQ cum RFP.
- (d) "Bid Data Sheet" or "BDS" means the data sheet set out in Part F of Section 2 with specific details and information to supplement (and not override) the general provisions set out in Part A of the ITB.
- (e) "Clause" means a clause of the ITB.
- (f) "Client" means Aurangabad Industrial Township Limited (AITL), the implementing agency that will sign the Contract for the Services with the selected Bidder.
- (g) "Companies Act" means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.
- (h) "Contract" means the legally binding written agreement to be executed between the Client and the successful Bidder. A draft of the Contract is set out in Volume II and includes all the documents listed in Clause 1 of the draft Contract (i.e., the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), Service Level Agreement and the Appendices).
- (i) "Control" in relation to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term "Controls" and "Controlled" shall be construed accordingly.
- (j) "Day" means a calendar day.
- (k) "Eligibility Criteria" means, collectively, the financial eligibility criteria and the technical eligibility criteria specified in the Bid Data Sheet and the other eligibility criteria specified in Clauses 2, 3, 4 and 5, which a Bidder is required to satisfy to be qualified as an eligible Bidder for award of the Contract.
- (I) "EMD" shall have the meaning ascribed to it in Clause 19.

- (m) "Financial Proposal" means the financial proposal of the Bidder comprising the documents set out in Clause 18.
- (n) "Gol" means the Government of India.
- (o) "GoM" means the Government of Maharashtra.
- (p) "ITB" mean the Instructions to Bidders set out in Section 2 of the RFQ cum RFP that provides the Bidders with all the information needed to prepare their Proposals.
- (q) "Key Expert" means an individual proposed to be engaged by a Bidder, if selected as the successful Bidder to perform and manage the services as per the requirements mentioned under Volume III – Terms of Reference.
- (r) "Master System Integrator (MSI)" means successful Bidder selected by the Client in accordance with this RFQ cum RFP to enter into the Contract to execute the Work.
- (s) "MD" means the Managing Director of the Client.
- (t) "Module" means a component of the Smart City ICT Components Project in relation to which the Bidder is required to provide the Solution and Services, as described in greater detail in the RFQ cum RFP.
- (u) "Performance Security" shall have the meaning ascribed to it in Clause 25.
- (v) "Person" means any individual, company, corporation, firm, and partnership, trust, sole proprietor, limited liability partnership, co-operative society, Government Company or any other legal entity.
- (w) "Personnel" means, collectively, Key Experts and any other personnel proposed to be engaged by a Bidder, if selected as the successful Bidder, to provide the Solutions and Services.
- (x) "Proposal" means the submissions made by a Bidder pursuant to the RFQ cum RFP, which will include the Qualification Documents, Technical Proposal and the Financial Proposal.
- (y) "Proposal Due Date" means the last date for submission of the Proposals, as specified in the Bid Data Sheet.
- (z) "Qualification Documents" means the documents submitted by the Bidder to demonstrate its eligibility in accordance with Clause 17.
- (aa) "RFQ cum RFP" means this, Request For Qualification cum Request For Proposal dated along with its schedules, annexures and appendices and includes any subsequent amendment issued by the Client.



- 1.4 Brief Description of the Selection Process: The Client has adopted a three stage selection process for evaluating the Proposals. The Bids shall comprise of three parts namely Qualification Documents, Technical and Financial Proposals:
 - (a) The first stage will involve qualification of the Bidders based on evaluation of their Qualification Documents to determine compliance with the Eligibility Criteria. Only those Bidders who are found to meet the Eligibility Criteria will be qualified for the next stage;
 - (b) In the second stage, the Technical Proposals of the eligible and qualified Bidders will be evaluated to determine compliance with the requirements of this RFQ cum RFP. Only those Bidders who score at least the minimum qualifying technical score, as specified in the Bid Data Sheet, on their Technical Proposals will be eligible for evaluation of their Financial Proposals in the third and final stage;
 - (c) In the third and final stage, the Financial Proposals of the eligible and qualified Bidders whose Technical Proposals have received at least the minimum qualifying technical score will be opened and evaluated and will be scored in accordance with the formula specified in the Bid Data Sheet. The Proposals of the qualified Bidders will be finally ranked on the basis of Combined Quality cum Cost Based Selection (CQCCBS);
 - (d) The first ranked Bidder shall be issued the Letter of Award (LoA) while the second ranked Bidder will be kept in reserve till the Selected Bidder provides written acceptance of the LoA. The first ranking Bidder may be invited to participate in negotiations with the Client in accordance with Clause 32. Following receipt of the letter of award, the Bidder will furnish the Performance Security in accordance with Clause 25, fulfil any other conditions specified in the letter of award and execute the Contract with the Client.
- 1.5 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Bidders may attend the pre-bid meeting, which will be held on the date specified in the Bid Data Sheet, during which the Bidders will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFQ cum RFP. Attending any such pre-bid meeting is optional and is at the Bidders' expense. The maximum number of

- participants from a Bidder, who choose to attend the prebid meeting shall not be more than two (2) per Bidder. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.
- 1.6 The statements and explanations contained in the RFQ cum RFP are intended to provide the Bidders with an understanding of the scope of the Supply and Services required. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Bidder, as set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Bidder or the scope of the Supply and Services or the terms of the Contract.

Consequently, any omissions, conflicts or contradictions in the RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent. The Client will not entertain any claims on account of such omissions, conflicts or contradictions.

- 1.7 The Client will endeavor to provide to the Bidders, in a timely manner and at no additional cost, the inputs, relevant project data, responses to queries and reports required for the preparation of the Proposals as specified in the Bid Data Sheet. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFQ cum RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Bidders towards preparation of their Proposals. The Bidders are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.
- 1.8 Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 1.9 The Client will endeavor to adhere to the timelines set out in the Bid Data Sheet for carrying out the bid process and award of the Contract.

- 1.10 It will be assumed that Bidders will have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Proposals.
- 1.11 Client requires that the Master System 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 Master System Integrator shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.

2. Conflict of Interest

- 2.1 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.
- 2.2 All members of the Consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.
- 2.3 Without limiting the generality of the foregoing, a Bidder shall be deemed to have a conflict of interest and shall not be eligible under the circumstances set forth below in parts a and b.
- 2.4 A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - 1. The Bidder, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is

less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in 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: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to subclause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or

- 2. A constituent of such Bidder is also a constituent of another Bidder; or
- 3. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- 4. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
- 6. The Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its System Integrator(s) or sub-System Integrator(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a

shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its System Integrator(s) or sub-System Integrator(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its System Integrator(s) or sub-System Integrator(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub- clause 2.4.6, indirect shareholding shall be computed in accordance with the provisions of sub-clause 2.4. 1 above;

7. For purposes of this RFQ cum RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

a. Conflicting activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a Bidder that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a Bidder hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting relationships

Relationship with the Client's staff: a Bidder (including its Directors, Stakeholders or Management) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the RFQ cum RFP for the assignment, or (ii) the Technical Specifications of the goods, works or services may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

3. Corrupt and Fraudulent Practices

3.1

- The Bidder (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFQ cum RFP, the Client shall reject a proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Section 5. The Client will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- 3.2 To this end, the Bidder shall permit and shall cause its suppliers, contractors and sub-contractors to permit the Client to inspect their accounts, records, and other documents relating to the submission of the Proposal and Contract performance and to have them audited by auditors appointed by the Client.

4. Eligibility

- 4.1 A company incorporated under the Companies Act 1956 or the (Indian) Companies Act, 2013 or an equivalent law outside India or a firm or limited liability partnership registered in India or in any other jurisdiction, which meets the Eligibility Criteria shall be eligible to submit a Proposal.
- 4.2 None of the member of a given JV/Consortium can be a member of another JV/Consortium for submitting this same bid otherwise all the bids comprising the same member shall stand disqualified. However, a specialized sub-contractor (as required to execute any of the approved subcontracting services/components) can be a member of more than one JV/ Consortium.
- 4.3 A parent company/firm shall be allowed to use the credentials of its subsidiaries provided satisfactory documentary proofs establishing the relationship are submitted.
- 4.4 A wholly owned subsidiary may use the technical credentials of its parent company if an undertaking confirming the relationship is provided by the parent company/firm. In addition, companies under the same parent firm i.e. sister companies may use technical qualifications of each other provided documentary proof in form of share-holding pattern, etc is provided as part of the submission along with an undertaking by the Parent (on company letter head and signed by authorized signatory) confirming the relationship.

- 4.5 Furthermore, it is the Bidder's responsibility to ensure that it's Personnel, agents (declared or not), service providers, suppliers, contractors and sub-contractors and/or their employees meet any eligibility requirements specified in the RFQ cum RFP.
- 4.6 As on date of submission of the proposal, the Bidder (all members of the consortium as applicable) and its Sub-Contractors, and OEM shall not be blacklisted by any Central or State Department (globally) in the last 5 years.
- 4.7 The Bidder, its contractors and sub-contractors, during the last during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder and its Contractors and sub-contractors, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder and its contractors and sub-contractors.

5. Qualifications of the Bidder

- 5.1 By submission of documentary evidence in its bid, the Bidder must establish to the Client's satisfaction:
 - (a) That it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria as specified in the Bid Data Sheet, and has a successful performance history;
 - (b) For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the Bid Data Sheet, the experience and / or resources of any Sub-Contractor will not contribute to the Bidder's qualifications.; only those of a Joint Venture/Consortium partner will be considered;
 - (c) That, in the case of a Bidder offering to supply key goods components of the System, as identified in the Bid Data Sheet, that the Bidder does not itself produce, the Bidder is duly authorized by the producer/OEM to supply and support those components in the Client's country under the Contract that may result from this bidding; (This will be accomplished by including Manufacturer's Authorizations in the Bid, based on the sample found in Appendix 12, Section 3); and
 - (d) That, if a Bidder proposes Sub-Contractors for key services if and as identified in the BDS, these Sub-Contractors have agreed in writing to serve for the Bidder under the Contract(s) that may result from this bidding; and

- (e) That, in the case of a Bidder not doing business within the Client's country, the Bidder is or will be (if awarded the Contract) represented by an Agent in that country who is equipped and able to carry out the Bidder's maintenance, technical support, training, and repair obligations prescribed in the General and Special Conditions of Contract, and/or Terms of Reference.
- 5.2 The bids submitted by a Joint Venture/Consortium as partners shall also comply with the following requirements and as indicated in Bid Data Sheet:
- 5.2.1 The bid shall be signed so as to be legally binding on all partners;
- 5.2.2 One of the partners shall be nominated as being in charge/lead, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- 5.2.3 The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture/ Consortium, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
- 5.2.4 It is the responsibility of the partner in charge to ensure that all the other Joint Venture/ Consortium members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified;
- 5.2.5 The partner or combination of partners that is responsible for a specific component of the System supplied under this bid must meet the relevant minimum qualification criteria for that component;
- 5.2.6 A firm may submit bids either as a single Bidder on its own, or as partner in one, and only one, Joint Venture/Consortium (maximum of three members). However, an individual Bidder cannot at the same time be a member of a Consortium applying for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Bid. If, as a result of the bid opening, this requirement is not met, all bids involving the firm as a single Bidder or Joint Venture partner will be disqualified;
- 5.2.7 All partners of the Joint Venture/Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned

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

			allowed and may result in disqualification of the Bid. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder;
		(ii)	The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 years as on the date of release of the RFQ cum RFP;
		(iii)	All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFQ cum RFP;
		(iv)	The OEM for all active components should give a declaration that products or technology quoted are neither end of- sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project;
		(v)	The Bidder shall be responsible for ensuring that all quoted products/solutions are in-compliance with the RFQ cum RFP. In case of any deviations observed during evaluation or during the course of the Contract, the Bidder shall replace the product/solution at no additional cost to the Client.
6. Site Visit	6.1	The Bidder may wish to visit and examine the project site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.	
	6.2	The Client will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Client adequate notice of a proposed visit of at least seven (7) days. Alternatively, the Client may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the ITB Clause 10.2. Failure of a Bidder to make a site visit will not be a cause for its disqualification.	
	6.3	deadli	te visits shall be arranged or scheduled after the ne for the submission of the Bids and prior to the of Contract.
7. Acknowledgement by Bidder	7.1	It shall be deemed that by submitting the Proposal, the Bidder has:	

made a complete and careful examination of the (i) RFQ cum RFP and any other information provided by the Client under this RFQ cum RFP; (ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of the Client; (iii) satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFQ cum RFP: (iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFQ cum RFP or ignorance of any matter shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Contract; (v) agreed to be bound by the undertakings provided by it under and in terms of this RFQ cum RFP and the Contract: acknowledged that the Client and/ or its advisors/ (vi) consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant. 8. Rights of the 8.1 The Client, in its sole discretion and without incurring any Client obligation or liability, reserves the right, at any time, to: (i) suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the successful Bidder: consult with any Bidder in order to receive (ii) clarification or further information; (iii) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any Bidder; independently verify, disqualify, reject and/or (iv) accept any and all documents, information and/or

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

B. The Bidding Documents

9.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10: Volume I: Instruction to Bidders Section 1: Letter of Invitation Section 2: Instructions to Bidders (ITB) Section 3: Qualification Documents and Technical Proposal – Standard Forms Section 4: Financial Proposal (Price Schedule) – Standard Forms Section 5: Corrupt and Fraudulent Practices

Volume II: Standard Forms of Contract

Section 1: General Conditions of Contract (GCC)

Section 2: Special Conditions of Contract (SCC)

Section 3: Service Levels

Volume III: Terms of Reference

Section 1: Introduction

Section 2: Project Overview and Components

Section 3: Detailed Scope of Work

Section 4: Roles and Responsibilities

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

Appendix A: Typical Drawings

Appendix B: Standards (For Reference Only)

Appendix C: Geotechnical Report

10. Clarification and Amendment of the RFQ cum RFP

10.1

The Bidder may request a clarification of any part of the Bid documents prior to the last date for submission of queries, as indicated in the Bid Data Sheet for ITB Clause 1.9. Any queries or requests for additional information in relation to the bid documents should be submitted in writing or by fax and email. The gueries submitted sent via email should be in excel sheet format only, along with name and details of the organisation submitting the queries. The template for bid queries is provided in Annexure 1. The envelope or communication must clearly bear the following subject line - "Appointment of Master System Integrator for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components at Shendra Area of AURIC Queries or Request for Additional Information" and sent to the address/number/e-mail address as indicated in the Bid Data Sheet for ITB 1.5.

The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Bid Data Sheet for ITB 1.9. The Client shall not be obligated to respond to any queries received post the last date of submission of queries. The Client's responses to Bidder queries (including an explanation of the query but without identifying its source) will be made available to all Bidders and shall be uploaded on the Client's website. It shall be the Bidder's responsibility to check the Client's website for the responses to the queries or requests for clarification. The Client may, but shall not be obliged to communicate with the Bidders by e-mail, notice or other means it may deem fit about the issuance

- of clarifications. The Client reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this bid document shall be taken to be or read as compelling or requiring the Client to respond to any query or to provide any clarification. Should the Client deem it necessary to amend the bid document as a result of a clarification, it shall do so following the procedure described below:
- (a) At any time prior to deadline of bid submission, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the bid documents by issuing an amendment. The amendments shall be uploaded on the Client's website and will be binding on the Client and the Bidders. The Bidders shall update themselves by visiting the Client's website regularly and the Client bears no responsibility for any Bidder's failure to do.
- (b) If the amendment is substantial, the Client may extend the Proposal Due Date to give the Bidders reasonable time to take an amendment into account in their Proposals.
- (c) Verbal clarifications and information given by the Client or any other Person for or on its behalf shall not in any way or manner be binding on the Client.
- 10.2 When specified in the Bid Data Sheet, the Client will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the BDS for ITB 1.5. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Terms of Reference. Bidders are requested to submit any questions in writing to reach the Client not later than one week before the meeting. Questions and answers will be transmitted in accordance with ITB Clause 10.1. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Client.
- 10.3 The Bidder may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified in the Bid Data Sheet for ITB 1.9 on the bid submission date.

C. Preparation of Proposals

	1		
11. General Considerations	In preparing the Proposal, the Bidder is expected to examine the RFQ cum RFP in detail. The RFQ cum RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the RFQ cum RFP, the Bidder must inform the Client at the earliest to seek clarity on the interpretation of the RFQ cum RFP. Material deficiencies in providing the information requested in the RFQ cum RFP may result in rejection of the Proposal.		
12. Cost of Preparation of Proposal	The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Bidder.		
13. Language	The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client shall be written in the language(s) specified in the Bid Data Sheet.		
14. Documents Comprising the Proposal	The Proposal shall consist of 3 parts: (a) Qualification Documents; (b) the Technical Proposal; and (c) the Financial Proposal. Each part will comprise the documents and forms listed in Clauses 17 and 18.		
15. Only One Proposal	The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected.		
16. Proposal Validity	 (a) Each Proposal must remain valid for the period specified in the Bid Data Sheet. (b) During the Proposal validity period (as specified in the Bid Data Sheet), the Bidder shall maintain its original Proposal without any change. 		
Extension of Validity Period	(a) The Client will make its best effort to complete the bid process and select the Bidder within the Proposal's validity period specified in the Bid Data Sheet. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the Proposal Due Date to extend the Proposals' validity.		
	 (b) If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal. (c) The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further 		

evaluated, and the EMD of such Bidder will be returned in the manner set out in this RFQ cum RFP. (d) In the event a Bidder agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Bidder along with the Proposal (where the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period. (a) The Qualification Documents and Technical Proposal are 17. Qualification un-priced proposals and shall not include any financial **Documents and** information. Qualification Documents and Technical Technical Proposal containing material related to financial **Proposal Format** information shall be declared non-responsive. (b) The Qualification Documents submitted by a Bidder shall comprise the following: (i) The Qualification Documents Proposal Submission Form in the form attached at Appendix 1; (ii) Details of the Bidder in form set out at Appendix 2; The bid processing fee in the form of a demand (iii) draft drawn in favour of the Client; The EMD/Bid Security: If the Bidder is submitting (iv) the EMD in the form of a bank guarantee, it must be in the format set out at Appendix 3; A power of attorney for Authorized Representative (v) in the format set out in Appendix 4 and as per Applicable Laws; (vi) Financial qualification of the Bidder in the format set out in Appendix 5 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity; (vii) Joint Bidding Agreement and Joint Venture/Consortium summary in the format set out in Appendix 6 and as per Applicable Laws; (viii) qualification Technical of the Bidder (for qualification) in the format set out in Appendix 7 along with supporting certificates from clients; Current Contract commitments of the Bidder in the (ix) format set out in Appendix 8; Affidavit certifying that the Bidder and its sub-(x) contractors and OEMs are not blacklisted in the format set out in Appendix 11;

- (xi) Copy of service tax and sales tax registration in India;
- (xii) Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under its applicable laws;
- (xiii) A Power of Attorney for Partner in Charge of Joint Venture / Consortium as per format set out in Appendix 18 and as per Applicable Laws;
- (xiv) Bid Submission Checklist as per Annexure 2;
- (xv) List and address of Office in Aurangabad or Undertaking from Authorized Signatory to open office in Aurangabad within 60 days from Contract Signing; and
- (xvi) Undertaking signed by Authorized Representative of Project in Charge confirming responsibility for execution of 2 out of 4 required experiences for this Contract.
- (c) The Technical Proposal submitted by a Bidder shall comprise the following:
 - (i) Conformity in the form of Bid Compliance Undertaking as per the format as set out in Appendix 9 to all business, functional and technical requirements as mentioned in Volume III of the RFQ cum RFP and shall be supported by documentary evidence establishing to the Client's satisfaction, that the Goods and Services to be supplied, installed and/or performed by the Bidder conform to the RFQ cum RFP requirements;
 - (ii) Detailed Technical Description of the proposed system along with System Architecture, Design, Frontend and Backend applications, Database, Reporting tools, Monitoring and Diagnostics functions of the proposed solution as per Appendix 23;
 - (iii) Data Sheets of all hardware which will form part of the solution. Note that these data sheets submitted by the Bidder may not be evaluated during the bid evaluation and it is the Bidder's responsibility to ensure full compliance to the RFQ cum RFP requirements;
 - (iv) Statement of Deviation of the Bidder in the format set out in Appendix 10;
 - (v) Manufacturer Authorization of the Bidder in the

format set out in Appendix 12;

- (vi) Proposed Sub-Contractor: A list of all subcontractors that the Bidder proposes to subcontract any system/sub-system/part/activity to complete the scope as defined in this RFQ cum RFP. List of proposed sub-contractors of the Bidder in the format set out in Appendix 13;
- (vii) Software List of the Bidder in the format set out in Appendix 14;
- (viii) List of Customized material i.e. customized for the Project and provided by the Bidder in the format set out in Appendix 15;
- (ix) Description of approach, methodology, proposed solution, architecture, organisation and staffing schedule and technical presentation as per format in Appendix 23;
- (x) Work schedule for Milestones/Deliverables as per format in Appendix 21;
- Details of Key Experts to be deployed for the (xi) implementation, operation and management of the project in accordance with Volume I – ITB. Format for CV is presented in Appendix 16. 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 Authorised signatory shall be required in original. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFQ cum RFP. The personnel proposed should possess good working knowledge of English language. No key personnel involved should have attained the age of 70 years at the time of submitting the proposal. The Client reserves the right to ask for proof of age, qualification and experience at any stage of the Project;
- (xii) In case a Bidder is proposing key personnel from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated. If applicable, undertaking from the

Key Experts in the format set out in Appendix 17; (xiii) The Bidder shall make the assessment of support personnel both technical and administrative to undertake the Project. Additional support and administrative staff shall be provided as needed for the timely completion of the Project within the total estimated cost. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to: (xiv) Technical Proposal Submission Form in the format presented in Appendix 19; Team Composition and Task Assignments as per (xv)format in Appendix 20; (xvi) Comments and suggestions on Terms of Reference and on counterpart staff and facilities to be provided by Client as per format in Appendix 22; Technical qualification of the Bidder (for technical (xvii) evaluation) in the format set out in Appendix 7 along with supporting certificates from clients. Failure to comply with the above requirements and documents for all points i.e. a, b and c under Clause 17 will make the Proposal non-responsive. 18. Financial 18.1 All Goods and Services identified in the Supply and **Proposal** Installation Cost Table and the Recurrent Cost Table in Section 4, and all other Goods and Services proposed by the Bidder to fulfill the requirements of the System, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Section 4 for the various cost tables, in the manner specified below. The Bidder shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services. 18.2 The price of items that the Bidder has left blank or the items omitted altogether from the cost tables provided in Section 4 shall be assumed to be included in the price of other items. 18.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Volume III, and with GCC and SCC Clause 40. Bidders may be required to provide a breakdown of

- any composite or lump-sum items included in the Cost Tables.
- 18.4 The prices for Goods offered shall be quoted, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods if the Contract is awarded.
- 18.5 Transportation and Insurance: Inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITB Clause 18.6, whether the Goods are to be supplied locally or from outside the Client's country.
- 18.6 The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices). Prices must include all taxes, duties, levies, fees and expenses whatsoever. The prices must include all costs incidental to the performance of the Services.
- 18.7 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in SCC Clause 56.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1 (ss), shall be quoted as Service prices in accordance with ITB Clause 18.6 on the Recurrent Cost Table in detail, and on the Recurrent Cost Summary Table in currency totals. Recurrent costs are allinclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, any other cost, etc., needed for the continued and proper operation of the System.
- 18.8 Unless otherwise specified in the Bid Data Sheet, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.
- 18.9 In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- 18.10 The cost indicated in the Financial Proposal shall be deemed as Final and reflecting total cost of proposal and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil the obligations as per the RFQ cum RFP within the total quoted price shall be that of the Bidder.

Currency of Proposal	(a)	The Bidder shall submit its Financial Proposal in Indian Rupees only.
Currency of Payment	(b)	Payments under the Contract shall be made in Indian Rupees only.
19. Earnest Money Deposit/Bid Security	(a)	An Earnest Money Deposit (EMD) amount as indicated in the Bid Data Sheet in the form of an irrevocable and unconditional bank guarantee drawn in favour of the Client (as indicated in Bid Data Sheet) and payable at Mumbai must be submitted along with the Proposal.
	(b)	Proposals not accompanied by EMD shall be rejected as non-responsive.
	(c)	The EMD submitted along with the Proposal will remain valid for a period of 30 days beyond validity period of the Proposal, including any extensions thereof.
	(d)	No interest shall be payable by the Client for the sum deposited as EMD.
	(e)	Unless forfeited in accordance with Clause 20 below, the EMD of the unsuccessful Bidders will be returned within 2 months of signing of the Contract with the successful Bidder. The EMD of the successful Bidder will be returned upon the selected Bidder furnishing the Performance Security in accordance with Clause 25.
	(f)	The EMD of a Joint Venture/Consortium (if allowed) shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued on the name of Partner in charge of the JV/Consortium proposed for the bid.
	(g)	The EMD in original shall be placed in an envelope and attached with the envelope containing the Qualification Documents marked as "RFQ cum RFP – Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components at Shendra Area of AURIC under the Aurangabad Industrial Township Limited (AITL)" and "Not to be opened except in the presence of evaluation committee".
20. Forfeiture of EMD	mutua dama Client	EMD shall be forfeited and appropriated by the Client as ally agreed genuine pre-estimated compensation and ges payable to the Client for the time, cost and effort of the without prejudice to any other right or remedy that may be ble to the Client under the RFQ cum RFP or in law under the

following conditions:

- (a) If a Bidder withdraws or modifies its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- (b) If a Bidder is disqualified in accordance with Clause 2.
- (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 5.
- (d) If a Bidder is declared the first ranking Bidder and it:
 - withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
 - (ii) fails to furnish the Performance Security in accordance with Clause 25 of the RFQ cum RFP;
 - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
 - (v) fails to execute the Contract.

21. Period of Validity of Bids

- 21.1 Bids shall remain valid, at a minimum, for the period specified in the Bid Data Sheet after the deadline date for bid submission prescribed by the Client, pursuant to ITB Clause 23. A bid valid for a shorter period shall be rejected by the Client as non-responsive. However, Bidders are responsible for adjusting the dates in the Bid Data Sheet in accordance with any extensions to the deadline date of bid submission pursuant to ITB Clause 21.2.
- 21.2 In exceptional circumstances, prior to expiry of the bid validity period, the Client may request that the Bidders to extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to ITB Clause 19(c).

22. Bid documents and Processing Fees

- 22.1 All Bidders are required to pay the amount as indicated in the Bid Data Sheet towards the cost of bid documents processing fees as follows:
 - (a) Bid document processing fee shall be paid online;
 - (b) The bid document processing fee is non-refundable.

Please note that the Proposal, which does not include the Bid documents and processing fees, would be declared as non-responsive and accordingly, rejected.

D. Submission, Opening and Evaluation

23. Submission, Sealing, and Marking of Proposals

- 23.1 The Bidder shall submit a signed, stamped and complete Proposal comprising the documents specified in Clause 17 and Clause 18, at the address as specified in Bid Data Sheet, no later than time and date as specified in the Bid Data Sheet.
- 23.2 The Proposal, Bid Document and Processing Fee shall be submitted online through https://aitl.eproc.in and the Demand Drafts / Bank Guarantee for Bid Security will be hand delivered or sent by registered post, speed post or courier in the manner and to the address specified in the Bid Data Sheet:

The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.

Each Proposal must be typed or written in indelible ink and an authorized representative of the Bidder shall sign the Proposal and physically initial all pages of the Proposal. The authorization shall be by way of a written power of attorney executed in the format attached as Appendix 4 or shall be by a partner in case of a partnership firm and/or a limited liability partnership. The name and position held by the person signing the Proposal must be typed or printed below the signature. PoA for the authorized representative and/or the partner in charge of the Consortium executed as per Applicable Laws.

- 23.3 The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Proposal.
- 23.4 The bidder shall comply with all requirements as per the

terms and conditions of bid submission through https://aitl.eproc.in. The detailed procedure for submission of tenders online has been provided along with RFQ cum RFP. 23.5 deleted 23.6 deleted 23.7 The Client may, at its discretion, extend this deadline for submission of bids by amending the RFQ cum RFP, in which case all rights and obligations of the Client and Bidders will thereafter be subject to the deadline as extended. 23.8 Any bid received by the Client after the bid submission deadline prescribed by the Client in the Bid Data Sheet for ITB Clause 23.1, will be rejected and returned unopened to the Bidder. 24. Withdrawal, 24.1 The Bidder may withdraw, substitute, or modify its bid after Substitution and submission, provided that written notice of the withdrawal, **Modification of** substitution, or modification is received by the Client prior **Bids** to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2. 24.2 All notices of withdrawal, substitution, or modification shall: (a) be addressed to the Client at the address named in the Bid Data Sheet for ITB Clause 23.1; and bear the Contract name, and the words "BID (b) WITHDRAWAL NOTICE", BID SUBSTITUTION NOTICE", or "BID MODIFICATION NOTICE". 24.3 A notice may also be sent by electronic means such as fax or e-mail, but in this case must include a scan of the mailing receipt showing both the sender's and receiver's addresses for the signed hardcopy of the notice, and a scan of the power of attorney. 24.4 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. 24.5 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this

		interval may result in the forfeiture of the EMD/Bid Security, if any, pursuant to ITB Clause 20.
25. Performance Security	25.1	Upon selection, the Bidder shall furnish to the Client, a performance security of the amount specified in Clause 25.2 below, on or before execution of the Contract to secure the due performance of the obligations of the Bidder under the Contract (the Performance Security). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Client in the format appended to the Contract.
	25.2	The Performance Security shall be for an amount equal to 10% (Ten percent) of the total value of the Contract.
26. Opening of Proposals	(a)	The Client shall open only those Proposals that are submitted on or before the specified time on the Bid Submission Due Date.
	(b)	The Client shall open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidder's representatives who choose to attend bid opening.
	(c)	First, envelopes marked "BID WITHDRAWAL NOTICE" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "BID SUBSTITUTION NOTICE" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "BID MODIFICATION NOTICE" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.
	(d)	Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids validly withdrawn in accordance with ITB Clause 24, will promptly be returned, unopened, to their Bidders.

	(e)	The Client shall check the original EMD, PoAs and Joint Bidding Agreement documents at the time of Bid Opening.	
27. Confidentiality	(a) From the time the Proposals are opened to the time Contract is awarded, the Bidder should not contact Client on any matter related to its Qualification Docume Technical Proposal and/or Financial Proposal. Informa relating to the evaluation of Proposals and awarecommendations shall not be disclosed to the Bidder who submitted the Proposals or to any other party officially involved with the bid process, until the publication of the Contract award.		
	(b)	Any attempt by a Bidder or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or award of the Contract may result in the rejection of its Proposal.	
	(c)	Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.	
28. Responsiveness and Eligibility Tests	(a)	First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Bidders are eligible to be awarded the Contract. At the opening of the Qualification Documents, the following shall be read out:	
		 the name and the country of the Bidder; 	
		the presence or absence of duly sealed envelopes with the Technical Proposal and the Financial Proposal;	
		 any modifications, substitutions or withdrawal to the Proposal submitted prior to the Proposal Due Date; 	
		 any other information deemed appropriate. 	
		The Qualification Documents shall be considered responsive only if:	
		(i) all documents specified in Clause 17 are received in the prescribed format;	
		(ii) the Proposal is received by the Proposal Due Date;	
		(iii) it is signed, sealed and marked as specified in Clause 23;	
		(iv) it contains all the information and documents (complete in all respects) as requested in this RFQ cum RFP; and	

- (v) it does not contain any condition or qualification.
- (b) The Client's evaluation committee shall evaluate and determine whether the Bidders who have submitted responsive Qualification Documents satisfy the Eligibility Criteria.
- (c) If any Bidder is found to be disqualified in accordance with the terms of the RFQ cum RFP or the Qualification Documents are found to be non-responsive or the Bidder does not meet the Eligibility Criteria, then the Proposal submitted by such Bidder will be rejected.
- (d) Upon completion of evaluation of the Qualification Documents, the Client will notify the Bidders whether they are qualified and eligible for evaluation of their Technical Proposals.
- (e) An indicative bid submission checklist is provided in Annexure 2. Bidders should expand and (if appropriate) modify and complete this checklist. The purpose of the table is to provide the Bidder with a detailed summary checklist of items that must be included in the bid as described in ITB Clauses 17 and 18, in order for the bid to be considered responsive.
- (f) If envelopes are not sealed and marked as per the instructions, the Client assumes no responsibility for the misplacement or premature opening of the contents of the proposal submitted and consequent losses if any suffered by the Bidder.

29. Evaluation of Technical Proposals

The Client's evaluation committee shall evaluate the Technical Proposals of eligible Bidders for responsiveness. If the Technical Proposal is found:

- (a) not to be complete in all respects; or
- (b) not duly signed by the authorized signatory of the Bidder;
- (c) not to be in the prescribed format; or
- (d) to contain alterations, conditions, deviations or omissions.

then such Technical Proposal shall be deemed to be substantially non-responsive and be liable to be rejected.

Each responsive Technical Proposal submitted by an eligible Bidder will be given a technical score on the basis of the evaluation criteria, sub-criteria, and point system as specified in the Bid Data Sheet. The Financial Proposals of only those Bidders who score at least the minimum qualifying technical score, as

	specified in the Bid Data Sheet, on their Technical Proposals will be opened by the Client.
30. Public Opening of Financial Proposals	After the evaluation of Technical Proposals of eligible Bidders is completed, the Client shall notify those Bidders whose Technical Proposals were considered non responsive to the RFQ cum RFP or who do not score the minimum qualifying technical score that their Financia Proposals will not be opened, along with information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion). The Financial Proposals of technically unqualified Bidders will be returned unopened. The Client shall simultaneously notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financia Proposals. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals is optional and is at the Bidder's choice.
	The Financial Proposals of eligible Bidders whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Bidders whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Bidders, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be evaluated to confirm that they have remained sealed and unopened and are responsive in terms of the RFQ cum RFP. If any Financial Proposal is found:
	(i) not to be complete in all respects;
	(ii) not duly signed by the authorized signatory of the Bidder;
	(iii) not to be in the prescribed format; or
	(iv) to contain alterations, conditions, deviations o omissions.
	then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.
	The Financial Proposals that are found to be responsive will be evaluated, and the total cost quoted by the eligible and technically qualified Bidders will be read aloud and recorded.

31. Correction of Errors

(a) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

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.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (subtotal) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case. In case of any discrepancy between the Technical Proposal and the Financial Proposal of a Bidder, the Technical Proposal shall prevail and the Client's evaluation committee shall correct the quantities specified in the Financial Proposal so as to make it consistent with the corresponding quantities specified in the Technical Proposal, apply the relevant rate included in the Financial Proposal to the corrected quantity, and correct the total cost stated in the Financial Proposal.

Cost Evaluation

- (b) The Client's evaluation of the bid will be made on the basis of prices quoted in accordance with ITB Clause 18.
- (c) The Evaluated Bid Price (C) for each responsive bid will be determined as the sum of the Adjusted Supply and Installation Costs (P) plus the Recurrent Costs (R).

where the Adjusted Supply and Installation Costs (P) are determined as:

- (i) The price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside the Client's Country, in accordance with ITB Clause 18; plus
- (ii) The total price for all software development, transportation, insurance, installation, customization, integration, Commissioning, testing, training, technical support, repair, and other Services, in accordance with ITB Clause 18;
- (iii) with adjustments for:
 - Deviations proposed to the Implementation Schedule in the Technical Requirements

- resulting in delayed completion of the entire Information System, if permitted in the BDS and provided they do not exceed the maximum permissible delay period specified in the BDS. For evaluation purposes, a pro rata increase of the total Supply and Installation Costs will be added using the percentage(s) specified in the BDS for each week of delay. Bids offering deliveries beyond the maximum permissible delay specified may be rejected;
- 2) Deviations taken to the Contract payment schedule specified in the SCC. If deviations are permitted in the BDS, for evaluation purposes the total Supply and Installation Costs will be increased pro rata by the amount of interest that could otherwise be earned on the amount of any payments that would fall due under the proposed schedule earlier than the schedule stipulated in the SCC, at the interest rate specified in the BDS;
- 3) Goods and Services that are required for the Information System but have been left out or are necessary to correct minor deviations of the bid will be added to the total Supply and Installation Costs using costs taken from the highest prices from other responsive bids for the same Goods and Services, or in the absence of such information, the cost will be estimated at prevailing list prices. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero:
- 4) Corrections to errors in arithmetic, in accordance with ITB Clause 31(a).
- (iv) The Recurrent Costs (R) are reduced to Net Present Value and determined using the following formula:

$$R \equiv \sum_{x=1}^{N+M} \frac{R_x}{(1+I)^x}$$

where

N = Number of years of the Warranty Period, defined in SCC Clause 57.4.

M = Number of years of the Post Warranty

Services Period as defined in SCC 1 (ss).

x = An index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods.

Rx = Total Recurrent Costs for year "x," as recorded in the Recurrent Cost Sub-Table.

- I = Discount rate to be used for the Net Present Value calculation, as specified in the BDS.
- (d) The lowest evaluated bid price (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 evaluated bid price (lowest financial proposal), and F is the Financial Proposal under consideration.

Proposal shall 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 0.60:0.40.

The bidder achieving the highest combined technical and financial score will be considered the successful Bidder and will be invited for contract signing. Subject to Clause 32, the first/highest ranked Bidder will ordinarily be the selected Bidder.

E. Negotiations and Award

(a) The first/highest ranking Bidder may, if necessary, be invited for negotiations with the Client. The negotiations will be held at the date and address as informed by the Client. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Bidder under this RFQ cum RFP. Issues such a deployment of Key Experts, understanding of the Scope of Work, methodology and quality of the implementation plan etc. shall be discussed during the negotiations. In case, the Selected Bidder fails to reconfirm its commitment, the Client reserve the right to designate the next ranked Bidder as the Selected Bidder

		and ir	vite it for negotiations.
	(b)	The Client shall prepare minutes of negotiations which will be signed by the Client and the Bidder's authorized representative.	
	(c)	If the negotiations fail, the Client shall inform the first/highest ranking Bidder in writing of all pending issues and disagreements and provide a final opportunity to the first/highest ranking Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the first/highest ranking Bidder of the reasons for doing so. Upon termination of the negotiations with the first/highest ranking Bidder, the Client may invite the next-ranked Bidder to negotiate the Contract with the Client or annul the bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.	
33. Client's Right to Vary Quantities at Time of Award	33.1	The Client reserves the right at the time of Contract award to increase or decrease, by the percentage (s) indicated in the BDS any of the following:	
		(a)	de-scope or add the systems/sub-systems equivalent to specified percentage (%) of Contract value; or
		(b)	the quantity of substantially identical Sub-systems; or
		(c)	the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the Information System; or
		(d)	the quantity of Installation or other Services to be performed,
		from that originally specified in the Terms of Reference (as amended by any Addenda issued pursuant to ITB Clause 10), without any change in unit prices or other terms and conditions.	
34. Award of Contract	(a)		completing the negotiations, the Client shall issue a of award to the selected Bidder:
		(i)	accepting the Proposal of the selected Bidder with such modifications as may be negotiated with the Client;
		(ii)	requesting it to submit the Performance Security in accordance with Clause 25;
		(iii)	subject to submission of the Performance Security and satisfaction of all other conditions specified in

the letter of award, requesting it to execute the Contract.

Within [15] days of receipt of the letter of award, the selected Bidder shall sign and return a copy of the letter of award.

- (b) Upon execution of the Contract, the Client will publish the award information; and promptly notify the other technically qualified Bidders of the conclusion of the selection process or upload the details of the selected Bidder on its website.
- (c) If the selected Bidder fails to satisfy the conditions specified in Clause 34(a)(i) above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFQ cum RFP or in law, disqualify the selected Bidder, revoke the letter of award and forfeit the EMD of the selected Bidder. If the Client elects to disqualify the selected Bidder and revoke the letter of award, it may invite the next ranked Bidder to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.
- (d) The client shall reserve the right to award the contract in full or a part. Any increase in the scope of contract shall be awarded within the limits as specified in Bid Data sheet.

F. Bid Data Sheet

	A. General				
ITC Clause Reference	Description				
1.1	Name of the Client: Aurangabad Industrial Township Limited (AITL)				
	Description of the Solution for which bids are invited: Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components at Shendra Area of AURIC.				
	Method of selection: Single Stage Selection, Three envelope system, Combined Quality cum Cost Based Selection (CQCCBS) with the following weights given to technical and financial proposals:				
	Technical = 0.6				
	Financial = 0.4				
1.2	The Contract term is: Eighty (80) months including Implementation period of twenty (20) months.				
1.4(b)	Minimum qualifying technical score: 70				
1.4(c)	Please refer Clause 29 of Bid Data Sheet.				
1.5	A pre-bid meeting will be held: Yes				
	Date of pre-bid meeting: 2 nd May 2017, Time: 11:00 AM				
	Address:				
	Conference Hall				
	Udyog Sarathi, MIDC Office,				
	Marol Industrial Area, Mumbai – 400093				
	All pre-bid queries shall be addressed to the following in the format prescribed in this RFQ cum RFP:				
	Address: Jt. CEO (MIDC) & MD (AITL), and GM DMIC & Jt. MD (AITL) Udyog Sarathi, MIDC Office, Marol Industrial Area, Mumbai – 400093				

	and	jtceodmic@midcindia.org, vikramkumar@midcindia.org			
1.7	proposa	The Bidder may download the RFQ cum RFP for preparing of the bid proposal from the website: https://aitl.eproc.in			
1.9	'-	ILE OF BIDDING PROCESS			
	The Clier	nt shall endeavor to adhere to	the following schedule:		
	S. No.	Event Description	Date		
	1	Date of issue of RFQ cum	26 th April 2017		
	2	Last date of receiving Queries	1 st May 2017 by 5:00 PM		
	3	Pre-bid Meeting	2 nd May 2017 at 11:00 AM		
	4	Reply to Pre-bid Queries	4 th May 2017		
	5	Last Date of submission of Proposals	22 nd May 2017 by 3:00 PM		
	6	Opening of Proposals	To be notified to Bidders		
	7	Opening of Technical Proposals	Date of Technical Proposal opening will be informed to the Bidders meeting the Qualification Criteria		
	8	Opening of financial proposals	Date of financial opening will be informed to the technically qualified bidders.		
	9	Award to MSI (LOA)	3 rd July 2017 (Tentative)		
	10	Validity of Proposal	180 calendar days from the last		

5.1(a) The Bidder must meet the following qualification criteria as on the last date of submission of this bid:

date of submission of proposal

S. No	Туре	Eligibility Criterion	Documentary Evidence
1.	Company Profile	The Bidder (Partner in charge in case of Consortium) shall be in operations for a period of at least	Incorporation/Registration

S. No	Туре	Eligibility Criterion	Documentary Evidence
		ten (10) years as on published date of RFQ cum RFP. In case of a Consortium/JV, in	or latest Companies Act (for Indian companies); • Global companies to
		addition, each member other than partner in charge shall be in operations for a period of at least five (5) years as on published date of RFQ cum RFP.	provide equivalent proof of incorporation/registration.
2.	Company Financials & Profile	The Bidder (sole bidder) shall have an average annual turnover of INR 1,000 Crores over the last three (3) Financial Years (FY 2013-14,	Audited financial statements for last three Financial Years; OR
		2014-15 and 2015-16). In case of a Consortium/JV, partner in charge shall meet at least 50% of the total revenue criteria and the remaining shall be met by consortium members.	 Statutory auditor's certificate clearly specifying the annual turnover for the specified years.
3.	Company Financials	The Bidder (partner in charge in case of Consortium/JV) shall be a profit-making organization for at least two out of the last three (3) Financial Years (FY 2013-14, 2014-15 and 2015-16).	The Sole Bidder or the Partner in charge: • Certificate from the Statutory Auditor or Audited Balance Sheets confirming the Net Profit.
4.	Company Standing	As on date of submission of the proposal, the Bidder (all members of the consortium as applicable) and its Sub-Contractors, and OEMs shall not be blacklisted by any Central or State Department (globally) in the last 5 years.	 The Sole Bidder, or the Partner in charge and all other Members of Consortium: Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by bidder's authorized signatory; In case of consortium, this needs to be provided by each of the consortium member.
5.	Local Presence	The Bidder (Project in Charge in case of consortium) shall have an office in Aurangabad or shall furnish an undertaking at the time of bid submission that the Bidder shall establish an office in Aurangabad within sixty days of signing the Contract. The office	 List and address of office in Aurangabad; OR Undertaking from authorized signatory to open office in Aurangabad within 60 days from

S. No	Туре	Eligibility Criterion	Documentary Evidence
		shall be maintained during the entire duration of the Contract. In addition, the Bidder shall setup a temporary on-site office (at Shendra) during the implementation phase of the Contract.	Contract signing.
6.	Integrated Operations Centre / Command and Control Centre	The Bidder (any member in case of consortium) shall have successfully commissioned/Go-Live at least two (2) projects related to implementation of Integrated Operations Centre/Command and Control Centre integrating at least three (3) different city/campus-wide applications/sensors at the command and control centre with a minimum value of INR 10 crores per project (excluding civil works) during last seven (7) years.	Sole Bidder/any Member of Consortium: Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order with value excluding civil works; Completion/Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead with value excluding civil works. OR Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney along with the official contact details of the competent authority of the client entity along with original Work Order. The Client reserves the right to contact the aforementioned competent authority. In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful commissioning and in-operation status of a part of the order meeting the requirement.
7.	ERP	The Bidder (any member in case of consortium) shall have	Sole Bidder/any Member of Consortium:

S. No	Туре	Eligibility Criterion	Documentary Evidence
		successfully commissioned/Go-Live at least two (2) projects related to implementation /integration and support of ERP system including finance, utility billing, maintenance & asset management modules (with at least 2 of these modules) having a minimum value of INR 10 crores per project during last seven (7) years. At least one (1) project shall be international.	 Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; Completion/Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. OR Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client entity along with Original Work Order. The Client reserves the right to contact the aforementioned competent authority. In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful commissioning and in-operation status of a part of the order meeting the requirement.
8.	e- Governance	The Bidder (any member in case of consortium) shall have successfully commissioned/Go-Live at least two (2) projects related to implementation /integration and support of people centric governance applications integrating at least four (4) different services having a minimum value of INR 5 crores per project during last seven (7) years.	Sole Bidder/any Member of Consortium: Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; Completion/Commission Certificate issued & signed by the competent authority of the client entity on the

S. No	Туре	Eligibility Criterion	Documentary Evidence
			entity's Letterhead. OR Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client entity along with original work order. The Client reserves the right to contact the aforementioned competent authority. In case of large orders/orders
			with operations & maintenance phase, the completion/self-certificate may specify successful commissioning and in-operation status of a part of the order meeting the requirement.
9.	OFC	The Bidder (any member in case of consortium) shall have successfully commissioned/Go-Live at least two (2) projects related to implementation of Outside Plant Fibre Optic Infrastructure including at least 150 km (outdoor) with at least 100 nodes per project having a minimum value of INR 10 crores per project during last seven (7) years.	Sole Bidder/any Member of Consortium: Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; Completion/Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. OR
			Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney on stamp

S. No	Туре	Eligibility Criterion	Documentary Evidence
			paper along with the official contact details of the competent authority of the client entity along with original work order. The Client reserves the right to contact the aforementioned competent authority. In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful commissioning and in-operation status of a part of the order meeting the requirement.
10.	Overall	In case of consortium, the Project in charge shall meet at least 2 out of 4 project experiences required as part of points 6, 7,8 and 9 and shall be responsible to execute these 2 claimed scope as part of this project.	Undertaking signed by authorized representative of project in charge confirming responsibility for execution of 2 out of 4 required experiences for this contract.
11.	Overall	Each of the consortium member shall have at least one qualifying project.	

*Note -

 Experience claimed shall be as prime contractor or any member of a JV/Consortium only. No sub-contracting experience shall be considered for evaluation process.

5.1(c)	Manufacturer's Authorizations in the form of certificates for Information Technologies - except for those technologies which the Bidder itself manufactures.	
5.2	JV/Consortium: Bids from JV/Consortium of up to three members are accepted provided the JV/Consortium as a whole meets all the eligibility/qualification criteria.	
5.4	 Sub-Contractors: Allowed for sub-systems/components as defined below: Fibre optic network build, other cabling and fixtures work, and all civil work during implementation; 	

	Civil, Electrical and Cabling works related to MSI solution;		
	 Infrastructure works at ACC and POP facilities; 		
	Wi-Fi Operations;		
	Automated Building Plan Approval System (under e-governance).		
	If the work is sub-contracted, the sole responsibility of the work shall lie with the partner in charge. The partner in charge shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Client along with bid documents.		
	B. Preparation of Proposals		
13	This RFQ cum RFP has been issued in the English language.		
	Proposals shall be submitted in English Language.		
	All correspondence exchange shall be in English Language.		
	In case any supporting document or printed literature is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by an approved/authorized/licensed translator ¹ , in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.		
16(a)	Proposals must remain valid for 180 (one hundred eighty) calendar days from the last date of submission of proposal.		
18.8	Prices quoted by the Bidder shall be <i>fixed</i> .		
19(a)	An EMD of INR 5,00,00,000 (Indian Rupees Five Crores Only) in the form of a unconditional and irrevocable bank guarantee from any Scheduled Commercial Bank in India and drawn in favour of the Aurangabad Industrial Township Limited (AITL) and payable at Mumbai, must be submitted along with the Proposal.		
	The EMD must be in the format set out in Appendix 3 and the minimum validity date of the bank guarantee should be for a period of 30 days beyond validity period of the Proposal, including any extensions thereof. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period.		
22.1	Bid documents processing fee of INR 1,00,000 (Indian Rupees One Lakh Only) inclusive of applicable service tax as a non-refundable processing fee shall be paid online in favour of the Aurangabad Industrial Township Limited (AITL). Proposals unaccompanied with the aforesaid processing		

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

fee shall be liable to be rejected by the Client.					
	C. Submission, Opening and Evaluation				
23.1 & 23.2	The Proposal must be delivered in physical form to the following address:				
	Jt. MD (AITL)				
	Udoyg Sarathi, MIDC Office, Marol Industrial Area, Mumbai – 400 093				
	Email Address: gmdmic@midcindia.org Bid Submission deadline: 22nd May 2017, 3:00 PM				
	Bid Subinission deadine. 22 May 2017, 3.00 FW				
23.4	The Bidder must submit the following number of copies of the Proposal:				
	(a) Qualification Documents – 1 original and 3 copies.				
	(b) Technical Proposal – 1 original and 3 copies.				
	(c) Financial Proposal – Only the original Financial Proposal nee to be submitted as a part of the Proposal i.e. online only.				
	(d) Soft copy of (a) and (b) above in .pdf format (without any password protection in searchable format) in a CD/DVD/USB for each section in each envelope.				
	Note that in case of any discrepancy between online submission and physical submission, the online submission will prevail.				
24.2	The notice for withdrawal, substitution and modification must be delivered in physical form to the following address:				
	Jt. CEO (MIDC) & MD (AITL)				
	Udoyg Sarathi, MIDC Office, Marol Industrial Area, Mumbai – 400 093				
	Email Address: jtceodmic@midcindia.org , vikramkumar@midcindia.org .				
	The notice must be submitted no later than bid submission date and time as specified in Bid Data Sheet.				
29	The Technical Proposals of eligible and qualified Bidders shall be evaluated as follows:				
	Technical Proposal (Envelope B)				
	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:				

S.N.	Evaluation Criteria	Max. Marks	Documents Required
1	Project Experience		
1.1	The Bidder (any member in case of consortium) shall have successfully commissioned/Go-Live at least two (2) projects related to implementation of Integrated Operations Centre/Command and Control Centre integrating at least three (3) different city/campus-wide applications/sensors at the command and control centre with a minimum value of INR 10 crores per project (excluding civil works) during last seven (7) years. Number of Projects: 1) =2:7 Marks 2) >=3 and <5:10 Marks 3) >=5:14 Marks	14	Sole Bidder/any Member of Consortium: Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order with value excluding civil works; Completion/Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead with value excluding civil works. OR Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney along with the official contact details of the competent authority of the client entity along with original Work Order. The Client reserves the right to contact the aforementioned competent authority. In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful commissioning and in-operation status of a part of
1.2	The Bidder (any member in case	14	the order meeting the requirement. Sole Bidder/any Member of
	of consortium) shall have successfully commissioned/Go-Live at least two (2) projects related to implementation /integration and support of ERP system including finance, utility billing, maintenance & asset management modules (with at least 2 of these modules) having a minimum value of INR 10 crores per project during last seven (7)		 Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; Completion/Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead.

S.N.	Evaluation Criteria	Max. Marks	Documents Required
	years. At least one (1) project shall be international. Number of Projects: 1) =2:7 Marks 2) >=3 and <5:10 Marks 3) >=5:14 Marks		Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client entity along with Original Work Order. The Client reserves the right to contact the aforementioned competent authority. In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful commissioning and in-operation status of a part of the order meeting the requirement.
1.3	The Bidder (any member in case of consortium) shall have successfully commissioned/Go-Live at least two (2) projects related to implementation/ integration and support of people centric governance applications integrating at least four (4) different services having a minimum value of INR 5 crores per project during last seven (7) years. Number of Projects: 1) =2:6 Marks 2) >=3 and <5:9 Marks 3) >=5:12 Marks	12	 Sole Bidder/any Member of Consortium: Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; Completion/Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. OR Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client entity along with original work order. The Client reserves the right to contact the aforementioned competent authority.

S.N.	Evaluation Criteria	Max. Marks	Documents Required
			In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful commissioning and in-operation status of a part of the order meeting the requirement.
1.4	The Bidder (any member in case of consortium) shall have successfully commissioned/Go-Live at least two (2) projects related to implementation of Outside Plant Fibre Optic Infrastructure including at least 150 km (outdoor) with at least 100 nodes per project having a minimum value of INR 10 crores per project during last seven (7) years. Number of Projects: 1) =2:3 Marks 2) >=3 and <5:5 Marks 3) >=5:6 Marks	6	Sole Bidder/any Member of Consortium: Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; Completion/Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. OR Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client entity along with original work order. The Client reserves the right to contact the aforementioned competent authority. In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful commissioning and in-operation status of a part of the order meeting the requirement.
1.5	The Bidder or any consortium member shall have successfully commissioned/Go-Live at least two (2) projects related to implementation of city wide / campus wide outdoor CCTV surveillance system consisting of at least 100 IP based cameras with integrated Video	4	Sole Bidder/any Member of Consortium: • Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; • Completion/Commission Certificate issued & signed by

S.N.	Evaluation Criteria	Max. Marks	Documents Required
	Management System and recording having a minimum value of INR 3 crores per project during last seven (7) years. Number of Projects: 1) =2:2 Marks 2) >=3 and <5:3 Marks 3) >=5:4 Marks		the competent authority of the client entity on the entity's Letterhead. OR Self-certificate from the bidder signed by the concerned project in-charge of the bidder and counter signed by authorised signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client entity along with original work order. The Client reserves the right to contact the aforementioned competent authority. In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful commissioning and in-operation status of a part of the order meeting the requirement.
2	A&M and Presentation		
2.1	Proposed Solution and Architecture.	6	
2.2	Overall Approach, Methodology, Implementation and Deployment Plan.	6	
2.3	Technical Presentation and Proof of Concept in front of Evaluation Committee*.	10	
2.4	CMMI Level 3 (sole bidder or consortium member responsible for e-governance).	3	
3	Key Experts		
3.1	Project Director – Bachelor of Engineering degree and MBA/M.Tech/MS having more than 15 years of experience in implementation and management of similar ICT projects involved in	6 marks if Project Director has internati	CV signed by Key Expert and Authorized Representative.

S.N.	Evaluation Criteria	Max. Marks	Documents Required
	complete project lifecycle. Must have at least five (5) relevant projects (e-governance, ERP or command and control center). Project Director shall be a full time employee of the Bidder and in case of consortium shall be a full time employee of the Partner in Charge. Project Director preferably shall have international experience of at least one project.	onal experie nce 4 Marks if Project Director does not have internati onal experie nce	
3.2	Project Manager – Bachelor of Engineering degree and MBA/M.Tech/MS with PMP having more than 12 years of experience in similar ICT projects and involved in end to end implementation. Must have at least three (3) relevant projects (e-governance, ERP or command or control center).	4	CV signed by Key Expert and Authorized Representative.
3.3	Network Architect – Bachelor of Engineering degree or MCA having more than 8 years of experience in network design and implementation of both active and passive infrastructure. Must have at least three (3) relevant projects (outdoor fibre optic based networks).	3	CV signed by Key Expert and Authorized Representative.
3.4	Solution Architect 1 – Bachelor in IT or Engineering having more than 8 years of experience in designing and implementing egovernance applications similar to the project requirements. Must have at least three (3) relevant projects (e-governance).	3	CV signed by Key Expert and Authorized Representative.
3.5	Solution Architect 2 – Bachelor in IT or Engineering having more than 8 years of experience in designing, implementing and integrating various ERP modules	4	CV signed by Key Expert and Authorized Representative.

S.N.	Evaluation Criteria	Max. Marks	Documents Required
	including finance, asset management, inventory management, utility billing and maintenance, etc. Must have at least three (3) relevant projects (ERP).		
3.6	Integration Engineer – Bachelor in IT or Engineering having more than 8 years of experience in integrating multiple sensors at the command and control center at city-wide/campus-wide deployment. Must have at least two (2) relevant projects (Command and Control Center).	3	CV signed by Key Expert and Authorized Representative.
3.7	Security Architect – Bachelor in IT or Engineering having more than 8 years of experience implementing secure networks. Must have industry standard certifications like CISSP. Must have at least two (2) relevant projects (Network Security).	2	CV signed by Key Expert and Authorized Representative.

The k	The key experts shall be evaluated based on the below criteria:			
A.	GENERAL QUALIFICATIONS	20%		
A1.	Technical qualifications	10%		
A2.	Professional experience	5%		
A3.	Industry Certifications	5%		
В.	ADEQUACY FOR THE ASSIGNMENT	65%		
B1.	Experience in similar capacity/ broad sector	25%		
B2.	Experience relevant to TOR/ Project	40%		
C.	FAMILIARITY WITH THE REGION	5%		
C1.	Experience in system integration projects related to similar scope 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%

S.N.	Evaluation Criteria	Max. Marks	Documents Required
4	Other Staff Requirement (minimum)		
	Required on-site (not evaluated but shall be approved by Client)		
	Implementation Support Staff		
4.1	Project Coordinator – Bachelor in IT or Engineering with minimum 7 years of experience. Must have experience as a project coordinator on similar projects that require IT development and implementation. On-site Project Coordinator shall be deputed in Mumbai at Client office for the entire implementation phase and subsequently during the O&M phase of the Project.	N/A	CV signed by Key Personnel and Authorized Representative.
	O&M Support Staff (to be full time available onsite 24x7 during the entire O&M phase; Bidder may consider shifts to meet this requirement)		
4.2	ERP Support Engineer – Bachelor in IT or MCA with minimum 8 years' experience of deployment and maintenance of ERP system.	N/A	
4.3	E-governance Support Engineer – Bachelor in IT or Engineering with minimum 8 years' experience in deployment and maintenance of e-governance systems.	N/A	
4.4	Fibre optic Support Engineer – Bachelor in Engineering with minimum 8 years' experience in deployment and maintenance of	N/A	

S.N.	Evaluation Criteria	Max. Marks	Documents Required
	fibre optic infrastructure.		
4.5	Integration Support Engineer – Bachelor in Engineering with minimum 8 years' experience in deployment and maintenance of integrated command and control center.	N/A	

- For every project submitted for evaluation, at least two (2) projects must be completed for qualification. In addition, the other projects considered for marks shall at least be 50% complete which will be confirmed on the Client certificate or selfcertification (along with original Work Order) by Authorized representative.
- *Proof of Concept to be undertaken in Aurangabad with focus on command and control center integration, analytics capabilities, modules of ERP and e-governance.
 The Proof of Concept shall be evaluated based on Bidder's existing solutions that have been deployed across other projects having similar requirements to this project.
- Client or its representative reserves the right to visit any of the existing sites of the Bidder during evaluation.
- Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the Bidders who get an Overall Technical score of 70% or more and minimum 50% in each section i.e. 1, 2 and 3 of the Technical Evaluation Framework will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.
- Each CV needs to have been recently signed by the key expert 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 expert will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised signatory shall be required in original.
- A CV shall be summarily rejected if the educational qualification of the key expert proposed does not match with the requirement as given in the RFQ cum RFP.

31(c)(iii)1)	The Client will not accept deviations in the schedule of installation and commissioning specified in the Implementation Schedule.
31(c)(iii)2)	The Client will not accept deviations in the payment schedule in the SCC.
31(c)(iv)	Discount Rate (I) for Net Present Value (NPV) calculations of recurrent costs = 10 percent per annum. This is only for Bid evaluation purposes.
33.1	Percentage for increase/decrease: 30%

ANNEXURE 1: TEMPLATE FOR PRE-BID QUERIES

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

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

ANNEXURE 2: BID SUBMISSION CHECKLIST

Bidders should expand and (if appropriate) modify and complete the below checklist. The purpose of this table is to provide the Bidder with a detailed summary checklist of items that must be included in the bid as described in ITB Clauses 17 and 18, in order for the bid to be considered responsive. Note that this is an indicative check-list only (non-exhaustive) and the Bidder shall be responsible for full compliance with the submission requirements of the RFQ cum RFP.

S. No.		ltem	RFQ cum RFP Reference Clause/Page	Provided (Yes/No/ NA)	Page No.
1.		Joint Venture / Consortium Summary			
2.	-	Financial Qualification of the Bidder			
3.		JV/Consortium Joint Bidding Agreement			
4.		Sub-Contracting Agreements			
5.		PoA by Partner in charge to Signing Authority (As applicable)			
6.		PoA by Partner 1 to Partner in charge (As applicable)			
7.		PoA by Partner 2 to Partner in charge (As applicable)			
8.		Certificate of Incorporation - Partner in Charge			
9.	-	Financials - Partner in Charge			
10.		Certificate of Incorporation - Partner 1			
11.	Technical Bid	Financials - Partner 1			
12.	Bia	Certificate of Incorporation - Partner 2			
13.		Financials - Partner 2			
14.		Qualification Documents and Proposal Submission Form			
15.		Details of the Bidder (Partner in charge)			
16.	-	Details of the Bidder (Partner 1)			
17.	-	Details of the Bidder (Partner 2)			
18.		Details of the any Sub contractor if proposed			
19.	-	Bid Documents Processing fee			
20.	-	Technical Qualification – Qualifying Projects			
21.		Client Certificates for qualifying projects			

S. No.	Item	RFQ cum RFP Reference Clause/Page	Provided (Yes/No/ NA)	Page No.
22.	Current Contract Commitments / Work in Progress			
23.	Technical Proposal Submission Form			
24.	Technical Qualification – Projects for Technical Evaluation			
25.	List and address of office in Aurangabad or Undertaking from authorized signatory to open office in Auragabad within 60 days from Contract signing.			
26.	Undertaking signed by authorized representative of project in charge confirming responsibility for execution of 2 out of 4 required experiences for this contract.			
27.	Bid Compliance Undertaking			
28.	Statement of Deviation			
29.	Affidavit certifying Bidder and subcontractors and OEMs are not blacklisted			
30.	Manufacturer Authorizations			
31.	List of Proposed Sub-Contractors			
32.	List of Customized Materials			
33.	Software List			
34.	Bid Security - EMD			
35.	Performance Bank Guarantee Form			
36.	Copy of Sales Tax and Service Tax registration in India			
37.	Key Expert CVs			
38.	Undertaking regarding availability of Key Expert			
39.	Team Compositions and Task Assignments			
40.	Work Schedule			
41.	Comments and Suggestions on Terms of Reference and on Counterpart Staff ad Facilities to be provided by Client			

S. No.		Item	RFQ cum RFP Reference Clause/Page	Provided (Yes/No/ NA)	Page No.
42.		Proposed Solution and Architecture			
43.		Technical Data Sheets			
44.		Approach & Methodology			
45.		Signed & stamped RFQ cum RFP document (by Authorized Signatory) – 1 original copy only			
46.		One Original + Three copies of bid (Technical proposal & Qualifications each)			
47.		Original Price Bid (only original copy online)			
48.		Soft copy of technical bid in CD/DVD/USB			
49.		CD/USB/DVD of technical presentation showcasing Bidder's qualifications, solution and innovation. Also to be uploaded online along with bid submission in Technical Proposal.			
50.		Financial Proposal Submission Form			
51.		Grand Summary Cost Table			
52.	Financial Bid	Supply and Installation Cost Summary Table			
53.		Recurrent Cost Summary Table			
54.		Supply and Installation Cost Sub- Table(s)			
55.		Recurrent Cost Sub-Tables(s)			
56.		Deviation Cost Table			

Section 3. Qualification Documents and Technical Proposal - Standard Forms

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Qualification Documents

APPENDIX 1: QUALIFICATION DOCUMENTS AND PROPOSAL SUBMISSION FORM

[On the Letter head of the Bidder]

{Location, Date}

To:

Managing Director,
Aurangabad Industrial Township Limited,
Udoyg Sarathi, MIDC Office, Marol Industrial Area, Andheri (East),
Mumbai, Maharashtra, India – 400 093

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

Dear Sir:

We, the undersigned, offer to provide the Solution, Goods and Services for Master System Integrator for supply, implementation, integration, operations and maintenance of Smart City ICT Components at Shendra Area of AURIC in accordance with your Request for Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes the Qualification Documents and our Technical Proposal and Financial Proposal, each in a separate sealed envelope.

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

We hereby declare that:

- (a) The Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for the selection of the MSI. All the information and statements made in this Proposal are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) All documents accompanying our Proposal are true copies of their respective originals. We will make available to the Client any additional information it may find necessary or require to authenticate or evaluate the Proposal.
- (c) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet, Clause 16(a).
- (d) We have no conflict of interest in accordance with Clause 2.

- (e) We and our Affiliates are not submitting more than one or separate Proposals.
- (f) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.
- (g) No investigation by a regulatory authority is pending either against us or any of our Affiliates or against our chief executive officer or any of our directors/managers/employees.
- (h) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFQ cum RFP, we shall inform the Client of the same immediately.
- (i) We meet the Eligibility Criteria and all other requirements of the RFQ cum RFP and are qualified to submit a Proposal, We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in Section 5 of the ITB. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per Clause 5 and Section 5.
- (j) We or our Affiliates, suppliers, or service providers for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.
- (k) In the last 5 (five) years, we or our Affiliates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract terminated by any government or government instrumentality for breach on our part.
- (I) Except as stated in Clause 14 (h), if we are selected as the MSI, we undertake the Contract as prescribed in the RFQ cum RFP and agree not to seek any changes in the aforesaid form and agree to abide by the same. We will provide the Goods and Services on the basis of the proposed Solution.
- (m) Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.
- (n) We have carefully analysed the RFQ cum RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
- (o) Our Financial Proposal has been quoted by us after taking into consideration all the terms and conditions stated in the RFQ cum RFP, the Technical

Requirements, the draft Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Work.

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

We remain,
Yours sincerely,
Authorized Signature {In full and initials}:
Name and Title of Signatory:
Address:
Contact information (phone and e-mail):

APPENDIX 2: DETAILS OF THE BIDDER

(To be submitted on the letterhead of the Bidder)

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

Where the Bidder proposes to use named Sub-Contractors for highly specialized components, the following information should also be supplied for the Sub-Contractor(s), together with the information in Forms in Appendix 5, Appendix 7 and Appendix 8. Joint Ventures must also fill out in Appendix 6.]

out in	Append	lix 6.]			
1.	(a)	Name:			
	(b)	Country of incorporation:			
	(c)	Date of incorporation and/or commencement of business:			
2.	Brief description of the company including details of its main lines of business and proposed role and responsibilities in this assignment [Note: Such description shall not exceed 5 type-written pages.]:				
3.	Shareholding of the Bidder, if applicable				
4.	List of	et of directors:			
5.	Details Client ²	etails of individual who will serve as the point of contact/ communication for the ient ² :			
	(a)	Name:			
	(b)	Designation:			
	(c)	Company:			
	(d)	Address:			
	(e)	Telephone Number:			
	(f)	E-Mail Address:			
	(g)	Fax Number:			

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

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6.	Particulars of the Authorised Signatory of the Bidder:	
	(a)	Name:
	(b)	Designation:
	(c)	Address:
	(d)	Telephone Number:
	(e)	E-Mail Address:
	(f)	Fax Number:

APPENDIX 3: FORMAT OF THE EMD/BID SECURITY

BG No.

Date:

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

regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

- 4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Client and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
- 5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 6. In order to give full effect to this Guarantee, the Client shall be entitled to treat the Bank as the principal debtor. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ cum RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ cum RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ cum RFP Document or the securities available to the Client, and the Bank shall not be released from its liability under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Bidder or by any change in the constitution of the Client or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- 9. It shall not be necessary for the Client to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Client may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.
- 11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

12.	. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to
	Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part
	thereof only if the Client serves a written claim on the Bank in accordance with paragraph
	8 hereof, on or before [date].

Signed and Delivered by [name of bank]

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

(Signature of the Authorised Signatory) (Official Seal)

Notes:

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

APPENDIX 4: FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

(TO BE EXECUTED AS PER APPLICABLE LAWS)

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

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

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

For [name and registered address of organization]
[Signature]
[Name]
[Designation]

Witnesses:

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

Accepted
[Signature]
[Name]
[Designation]
[Address]

Notes:

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

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procedure.

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

APPENDIX 5: FINANCIAL QUALIFICATION OF THE BIDDER

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

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

S. No.	Financial Year (FY)	Annual Turnover (Rs. Crore)	Net Profit (Rs. Crore)
1.	Financial Year 2013-14 (or FY 2013)		
2.	Financial Year 2014-15 (or FY 2014)		
3.	Financial Year 2015-16 (or FY 2015)		

Note:

- 1. The Bidder shall attach copies of the balance sheets or financial statements or audited annual reports for each of the Financial Years mentioned above to ensure the following:
 - (a) reflect the turnover of the Bidder;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements.
- 2. In case the financial year in the Bidder's country is the calendar year, the Bidder shall submit above financial information for years 2013, 2014 and 2015.
- 3. In case Bidder is claiming International Turnover, the amount shall be converted to USD and then to INR based on the RBI rates as per 31st January, 2017.

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APPENDIX 6: FORMAT OF JOINT BIDDING AGREEMENT AND JOINT VENTURE/CONSORTIUM SUMMARY

(To be executed as per Applicable Laws)

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

AMONGST

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

AND,

 [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) Aurangabad Industrial Township Limited, a company incorporated under the Companies Act, 1956, having its registered office at Udyog Sarathi, MIDC office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra, India - 400093 (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Proposal") by its Request for Qualification – cum – Request for Proposal dated [date] (the "RFQ cum RFP") for appointment of Master System Integrator for [name of assignment] (the "Project").
- b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Project, and
- c) It is a necessary condition under the Project that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

- 1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.
- 2. Consortium:

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

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

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

SIGNED, SEALED & DELIVERED

For and on behalf of PARTNER IN-CHARGE by:

[Signature]

[Name]

[Designation] [Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART (PARTNER 1) by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD PART (PARTNER 2) by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all partners.
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Joint Venture/Consortium Summary

Names of all partners of a Joint Venture		
1.	Partner in charge (Lead Bidder)	
2.	Partner 1	
3.	Partner 2	

APPENDIX 7: TECHNICAL QUALIFICATION – QUALIFYING PROJECTS

[Use a separate sheet for each contract]

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

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Client	
3.	Client address with Contact Details	
4.	Nature of Information Systems and special feature Bidding Documents are issued:	res relevant to the contract for which the
5.	Contract role (check one)	
	□ Prime Bidder □ Management Contractor □ Venture	Sub-Contractor □ Partner in a Joint
6.	Amount of the total contract/subcontract/partner scompletion, or at date of award for current contra	• •
	Total contract: INR; Subcontract: INR_	; Partner share: INR;
8.	Date of award:	
	Date of Commissioning:	
9.	Contract was completed months ahear provide explanation).	d/behind original schedule (if behind,
10.	Contract was completed INR equivale (if over, provide explanation).	ent under/over original contract amount
11.	Special contractual/technical requirements:	
12.	Indicate the approximate percent of total contract undertaken by subcontract, if any, and the nature	,

(Name and Signature of Authorized Signatory)

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

- 3. For each completed Eligible Assignment, work order and the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished.
- 4. For each ongoing Eligible Assignment, the work order and certificate issued by the client or Self-Certificate certifying the percentage of completion of the assignment by the Bidder should be furnished. The client reserves the right to ask for documentary proofs for the claims made with regard to technical eligibility and work experience at any stage of bid process or for the selected Bidder, any time thereafter.
- 5. The client reserves all rights to verify the authenticity of experience related certificates or any other certificates submitted by the Bidder, at any stage of bid process or even thereafter. In case of finding any fraudulent practice during verification, the client shall reject the bid or terminate the contract.
- 6. In case Bidder is claiming International Experience, the amount shall be converted to USD and then to INR based on the RBI rates as per 31st January, 2017.
- 7. Please limit the description of the project to four (04) single sided pages (two double sided pages) A4 size sheet of paper. Descriptions exceeding four A4 size sheet of paper shall not be considered for evaluation.

APPENDIX 8: CURRENT CONTRACT COMMITMENTS / WORK IN PROGRESS

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

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

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

APPENDIX 9: BID COMPLIANCE UNDERTAKING

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

The Bidder shall submit undertaking with following points:

- 1. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdraw with no financial and time implications.
- 2. We further confirm that unless we include such clauses in the "Statement of Deviation" [as stated in Appendix 10] attached herewith and prices against such clauses in the Price Form 1.8 of Financial Proposal, the comment shall be considered as unconditionally withdrawn with no financial and time implications.
- 3. We hereby confirm that except for deviations noted in the form of the Statement of Deviation attached herewith, our proposal is fully and truly compliant.

The Bidder shall also note that:

- Unless Bidder includes such clauses in the Statement of Deviation [as per Appendix 10] and prices against such clauses in the Price Form 1.8 of Financial Proposal, such deviation/non-compliance shall be considered as unconditionally withdrawn with no financial and time implications.
- 2. Any comment by the Bidder elsewhere in the proposal which indicates nocompliance/deviation and which has not been included in the form of Statement of Deviations shall be treated as "Fully Compliant" with no financial and time implications.
- 3. The "Statement of Deviation" shall be completed by the Bidder in case of any non-compliance or any observation or alternate solution/design to the tender specifications.
- 4. This Statement of Deviation is not applicable for any of the conditions mentioned in ITB, BDS, GCC and SCC and in case the Bidder indicates any non-compliance/deviation, the bid will be liable for rejection.
- 5. The Client reserves the right to accept or reject any deviation proposed by the Bidder at the price quoted by the Bidder. Then the Contract price will be adjusted accordingly.

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

APPENDIX 10: STATEMENT OF DEVIATION

Item No.	Clause Number	Details of Deviations (Original/Proposal)	Remarks explaining reasons for deviations and why it may be considered by the Client	Check whether priced in the Price Schedule

Note:

- 1. We hereby confirm that the pricing of unconditional withdrawal of the above deviations has been given in the Price Form 1.8 of Financial Proposal.
- 2. We hereby confirm that any comment by us which is not mentioned in the Statement of Deviation above shall be treated as NULL and VOID and stand withdraw with no financial and time implications.
- 3. We hereby confirm that the deviation noted in the form of the Statement of Deviation above but are not priced in the Price Form 1.8 of Financial Proposal; such deviations shall be considered as unconditionally withdrawn with no financial and time implications.

Date:	
	(Signature of Bidder)

APPENDIX 11: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER (AND IT'S CONTRACTOR/SUB-CONTRACTOR) ARE NOT BLACKLISTED

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

Affidavit

I M/s (the name of the Bidder/Contractor/Sub-Contractor and addresses of the registered office) hereby certify and confirm that we are not barred or blacklisted by any Central / State Government Department or Central / State PSUs globally from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.
We further confirm that we are aware our Proposal for the Master System Integrator for supply, implementation, integration, operations and maintenance of Smart City ICT Components at Shendra Area of AURIC Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFQ cum RFP at any stage of selection and/or thereafter during the term of the Contract.
Dated thisDay of
NAME OF THE BIDDER/CONTRACTOR/SUB-CONTRACTOR
SIGNATURE OF THE AUTHORISED PERSON

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

NAME OF THE AUTHORISED PERSON

APPENDIX 12: MANUFACTURER'S AUTHORIZATIONS

Invitation for Bids: Appointment of Master System Integrator for supply, implementation, integration, operations and maintenance of Smart City ICT Components at Shendra Area of AURIC.

To:	
WHEREAS	who are official producers of
<u></u>	and having production facilities
	do hereby
authorize	located
	(hereinafter, the
"Bidder") to submit a bid and of the following Products pro	d subsequently negotiate and sign a Contract with you for resale oduced by us:
•	ease the bidding results in a Contract between you and the Bidder, ill come with our full standard warranty.
Name	In the capacity of
Signed	
Duly authorized to sign the a	authorization for and on behalf of: —
Dated on	, day of,,

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

APPENDIX 13: LIST OF PROPOSED SUB-CONTRACTOR (IF APPLICABLE)

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

APPENDIX 14: SOFTWARE LIST

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

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

APPENDIX 15: LIST OF CUSTOMIZED MATERIAL

Customized Materials			

APPENDIX 16: CURRICULUM VITAE (CV)

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

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

11.	11. Employment record [Starting with present position, list	Name of Organization	Position held	Duration
				YYYY to present
	in reverse order every employment			
	held by staff member since graduation]			
	graduation			
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 expert:	Name of Authorized Signatory:

Note:

- 1. Please restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV. Pages in the CV greater than these limits shall not be considered for evaluation.
- 2. CVs must be signed in indelible ink by the authorized signatory of the Bidders. In case of Unsigned CVs shall be rejected.
- 3. The CVs shall also contain an undertaking from the authorized signatory of the Bidder specifying if the proposed key expert is an employee of the company or not, in the format set out in Appendix 17. In case the proposed Key Expert is not an employee of the Bidder as on the proposal due date, the undertaking must also contain the details about his/her availability for the duration of the Contract, in the format set out in form Appendix 17.

APPENDIX 17: UNDERTAKING REGARDING AVAILABILITY OF KEY EXPERT

To,	Dated:
Managing Director Aurangabad Industrial Township Limited, Udoyg Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra, India – 400 093	
Dear Sir,	
Sub: Appointment of Master System Integrator for supply, implements operations and maintenance at Shendra Area of AURIC.	ation, integration,
We refer to the RFQ cum RFP dated [•] issued by you for Appointment of Integrator for supply, implementation, integration, operations and mainter Area of AURIC.	•
We, M/s [<i>Insert name of the Bidder</i>] confirm that Key Expert name of the company on the proposal due date:	ned below are the
1 2 3	
Further we, M/s [<i>Insert name of the Bidder</i>] confirm that Key Exp 1 2 3 4	ert named below:
have authorized us to use their technical experience and submit their name for this Proposal and Project.	e as a Key Expert
If selected as the successful Bidder, we undertake that Key Experts mention be available and will provide their best services for the duration of the Contra with the terms of the RFQ cum RFP and the Contract.	
Name of the Bidder	
Signature of the Authorised Person	
Name of the Authorised Person	
Date: Place:	

APPENDIX 18: FORMAT FOR POWER OF ATTORNEY FOR PARTNER IN CHARGE OF JOINT VENTURE / CONSORTIUM

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

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

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

Whereas, it is necessary for the Partners of the Consortium to designate one of them as the Partner in-charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

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

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

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

SIGNED, SEALED & DELIVERED For and on behalf of PARTNER IN-CHARGE by: [Signature] [Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART (PARTNER 1) by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD PART (PARTNER 2) by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

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

APPENDIX 19: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

Managing Director,
Aurangabad Industrial Township Limited,
Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East),
Mumbai, Maharashtra, India - 400093

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

Dear Sir,

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

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

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

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

- 1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for appointment of the Master System Integrator, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
- 2. This statement is made for the express purpose of appointment as the Master System Integrator for the aforesaid Project.
- 3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 6. We declare that:
 - a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Client;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;

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

APPENDIX 20: TEAM COMPOSITION AND TASK ASSIGNMENTS

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

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

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

APPENDIX 21: WORK SCHEDULE

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

S. No.	Activity	Months (in the form of a bar chart)							Total
		M1	M2	М3	M4	M5	М6	n	(months)
	Total								

B. Operations and Maintenance

S. No.	Activity	Months (in the form of a bar chart)							Total
		M1	M2	М3	M4	M5	M6	n	(months)
	Total								

C. Completion and submission of Reports

S. No.	Reports	Date

APPENDIX 22: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

Α.	On the Terms of Reference:
	1.
	2.
	3.
	4.
	5.
В.	On the data, services and facilities to be provided by the client:
	1.
	2.
	3.
	4.
	5.
C.	On Technical Proposal:
	1.
	2.
	3.
D.	General Comments:
	1.
	2.

APPENDIX 23: DESCRIPTION OF APPROACH, PROPOSED SOLUTION, ARCHITECTURE AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT

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

- a) Project Management Approach;
- b) Proposed Solution & Architecture and Technical Approach & Methodology;
- c) Technical Presentation.
- d) Work Plan (As part of Appendix 21); and
- e) Organisation and Staffing
- Project Management Approach: In this section, the Bidder shall explain its overall philosophy with project management, the systems, tools and processes used to manage the cost and schedule. Specifically, the Bidder must describe how it will organize and deliver the project management tasks/deliverables required in Terms of Reference. Please limit the discussion to four (04) single sided pages (two double sided pages). Discussions greater than this limit shall not be considered for evaluation.
- Proposed Solution & Architecture and Technical Approach & Methodology. In this chapter the Bidder shall explain the understanding of the objectives of the assignment, approach to the services, proposed solution for the Project along with technical architecture, technical description, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The Bidder shall highlight the problems to be addressed along with their importance and explain the technical approach the Bidder would adopt to address them. The Bidder should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 20 single sided pages (10 double sided pages). Discussions greater than this limit shall not be considered for evaluation.
- Technical Presentation: In this chapter, Bidder shall propose the technical presentation which it intends to present as part of the technical evaluation. Technical Presentation shall also have the Proof of Concept along with the proposed solution, architecture, overall approach, methodology, implementation plan etc. Proof of Concept shall focus on command and control center integration, analytics capabilities, modules of ERP and egovernance. The Proof of Concept shall consist of Bidder's existing solutions that have been deployed across other projects having similar requirements to this project.
- Work Plan. In this chapter, the Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the Terms of Reference and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables along with the milestones, project activities to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule in Appendix 21.
- Organisation and Staffing. In this chapter, the Bidder shall propose the structure and composition of the proposed team. The Bidder shall list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

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

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1.1 Preamble

General

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

Pricing

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

1.2 Financial Proposal Submission Form

[Location]
To
Managing Director, Aurangabad Industrial Township Limited, Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra – 400093 India
Dear Sir,
Subject: Master System Integration Services for [name of assignment].
We, the undersigned, offer to provide the Master System Integration services for [name of assignment] in accordance with your Request for Qualification – cum - Request for Proposa 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:

1.3 Grand Summary Cost Table

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

Name of Bidder:
Authorized Signature of Bidder:

1.4 Supply and Installation Cost Summary Table

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

			Supply & Ir	nstallation Prices
S.	Subsystems / Items	Description	Locally supplied items	Items supplied from outside the Client's Country
No.	•		INR Price (supply + installation)	<i>INR</i> Price (supply + installation)
1.	Fibre Optic Infrastructure	From Supply and Installation Cost Sub-Table 1		
2.	City-Wide Wi-Fi	From Supply and Installation Cost Sub-Table 1		
3.	AURIC e-Governance and ERP (AEE)	From Supply and Installation Cost Sub-Table 1		
4.	City Surveillance System including Automatic Traffic Counters and Classifiers (ATCC)	From Supply and Installation Cost Sub-Table 1		
5.	Multi-Services Digital Kiosks and Emergency Communications	From Supply and Installation Cost Sub-Table 1		
6.	ICT interface for smart Solid Waste Management System with CAD/AVL	From Supply and Installation Cost Sub-Table 1		
7.	Environmental Sensors	From Supply and Installation Cost Sub-Table 1		

			Supply & I	nstallation Prices
S.	Subsystems / Items	Description	Locally supplied items	Items supplied from outside the Client's Country
No.	,		<i>INR</i> Price (supply + installation)	INR Price (supply + installation)
8.	Automatic Vehicle Location (AVL) System	From Supply and Installation Cost Sub-Table 1		
9.	Other In-Facility Systems	From Supply and Installation Cost Sub-Table 1		
10.	Solar Panel with Batteries	From Supply and Installation Cost Sub-Table 1		
11.	IT and Other Common Infrastructure	From Supply and Installation Cost Sub-Table 1		
12.	AURIC Control Centre (ACC)	From Supply and Installation Cost Sub-Table 1		
13.	Other Items	From Supply and Installation Cost Sub-Table 1		
14.	Deviation Cost	From Deviation Cost Table		
	Grand Total			

ler:	Name of Bidder:
ler:	Authorized Signature of Bidder:

1.5 Recurrent Cost Summary Table

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

S. No.	Subsystems / Items	Recurrent Cost Sub-Table No.	<i>INR</i> Price
1.	Fibre Optic Infrastructure		
2.	City-Wide Wi-Fi		
3.	AURIC e-Governance and ERP (AEE)		
4.	City Surveillance System including Automatic Traffic Counters and Classifiers (ATCC)		
5.	Multi-Services Digital Kiosks and Emergency Communications		
6.	ICT interface for smart Solid Waste Management System with CAD/AVL		
7.	Environmental Sensors		
8.	Automatic Vehicle Location (AVL) System		
9.	Other In-Facility Systems		
10.	Solar Panel with Batteries		
11.	IT and Other Common Infrastructure		
12.	AURIC Control Centre (ACC)		
13.	Connectivity Cost from various Sub-Systems		
14.	On-Site Manpower		
15.	Other Items		
	Grand Total		

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

r:	Name of Bidder:
r:	Authorized Signature of Bidder:

1.6 Supply and Installation Cost Sub-Table 1

System or Subsystem number: "Entire System procurement"

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

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

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

					Ur	nit Price	Tot	Total Price		Taxes and Duties		s	Total Cost	
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	and	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)	
					INR	INR	INR	INR INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	Price	Price	Price	
1.	Fibre Optic Infras	structure												
1.1.	HDPE Duct													
1.1.1.	Set of 4x40mm inside one HDPE outersleeve	Mtrs.	168,000											
1.1.2.	Set of 4x40mm inside one HDPE outersleeve with tracer wire	Mtrs	63,000											
1.1.3.	Set of 7x20mm inside one HDPE outersleeve	Mtrs.	20,000											
1.1.4.	1x20mm	Mtrs.	14,500											

					Unit Price		Total Price		Taxes and Duties				Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Propose d Make and Model		Services		COLVICOS	Duty	VAT	Tax	Duties	(Supply + Installation + Taxes and Duties)
					INR Price	INR Price	INR Price	INR Price	INR Price	INR Price	INR Price	INR Price	INR Price
1.2.	Trenching	Mtrs.	21,000		1 IICC	1 IICE	1 IICC	1 1100	TITCE	1 1100	1 1100	TITCE	THE
1.3.	Handhole with Cover (within plot)	Nos.	46										
1.4.	Fibre Optic Cable (FOC)												
1.4.1.	96 Count FOC	Mtrs.	462,000										
1.4.2.	24 Count FOC	Mtrs.	30,000										
1.4.3.	6 Count FOC	Mtrs.	14,500										
1.4.4.	12 Count FOC	Mtrs.	14,500										
1.5.	UTP Cat 6 Armored Cable (As per Bidder's Solution)	LS											
1.6.	Fibre Optic Splice Closure (FOSC) (As per Bidder's Solution)	LS											
1.7.	Optical Connectors (As per Bidder's Solution)	LS											

		Measurement spares/			Unit Price			Total Price		Taxes a	and Dutie	s	Total Cost
S. No.	Subsystems / Items		exclusive of	and		Services		COLVICOS	Duty	VAT	Tax	Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
1.8.	Fibre Optic Patch Cords (As per Bidder's Solution)	LS											
1.9.	Fibre Distribution Management System (FDMS)	Nos.	5										
1.10.	Fibre Asset Management	Set											
1.11.	Fibre Termination Panel (FTP)												
1.11.1	96 Count FTP (As per Bidder's Solution)	LS											
1.11.2	24 Count FTP (As per Bidder's Solution)	LS											
1.11.3	6 Count FTP (As per Bidder's Solution)	LS											
1.11.4	12 Count FTP (As per Bidder's Solution)	LS											

					Ur	nit Price	To	tal Price	7	Taxes a	and Dutie	s	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	and		Services		COLVICOS	Duty	VAT	Tax	Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR Price	INR Price							
1.12.	Intelligent Patch Panel Management Hardware with Software	Nos.	6		7 1100	11100	11100	11100	11100	1 1100	1 1100	1 1100	11100
1.13.	Ethernet Switch and Router				1		,				1		
1.13.1	Layer 2 – Type I: Industrial Grade Field Switch	Nos.	160										
1.13.2	Layer 2 – Type II: Non-Industrial Grade Switch	Nos.	24										
1.13.3	Layer 3 – Type I: Backbone Ethernet Switch/Router	Nos.	12										
1.13.4	Layer 3 – Type II: Core Router	Nos.	2										
1.13.5	Layer 3 – Type III: Server/Workstati on Connectivity Ethernet Switch	Nos.	2										

					Ur	nit Price	Tot	tal Price	1	Taxes a	and Dutie	s	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	and	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
1.14.	Media Converter (As per Bidder's Solution)	LS											
1.15.	Wireless Gateway (As per Bidder's Solution)	LS											
1.16.	Network Management System (NMS)	Nos.	1										
1.17.	POP Room (including all civil, interiors, electrical, mechanical, structural, communications, fire and fitouts)-Each of 1800 sq.ft. building area.	Nos.	5										
1.18.	Enterprise Management System (EMS) including	Set											

					Ur	nit Price	To	tal Price	1	Taxes a	and Dutie	s	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Propose d Make and Model	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
	Helpdesk												
1.19.	Rodent Repellent System	Set											
1.20.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS											
2.	City wide Wi-Fi												
2.1.	Wi-Fi Access Point with Controller	Nos.	100										
2.2.	Wi-Fi Management System	Nos.	1										
2.3.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS											

					Ur	nit Price	To	tal Price	7	Taxes a	nd Dutie	s	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	and	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
3.	AURIC e-Govern	ance and ERP	(AEE)										
3.1.	e-Governance												
3.1.1.	e-Governance system including all modules and functionalities	Set											
3.1.2.	ArcGIS Desktop license 10.5 or higher to support two (2) separate machine users.	Set											
3.1.3.	ArcGIS online license	Set											
3.1.4.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS											
3.2.	ERP												
3.2.1.	ERP System including all modules and	Set											

					Ur	nit Price	To	tal Price	1	Taxes a	nd Dutie	s	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Propose d Make and Model	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
	functionalities												
3.2.2.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS											
4.	CCTV Surveilland	ce System inc	luding Autom	atic Traffi	c Coun	ters and Cla	ssifiers	(ATCC)					
4.1.	CCTV – Fixed	Nos.	200										
4.2.	CCTV – PTZ	Nos.	25										
4.3.	PTZ Keyboard with Joystick	Nos.	3										
4.4.	Network Video Recorder (As per Bidder's Solution) - N+N Configuration	Set											
4.5.	Video Management System(VMS) including Central Application	Set											
4.6.	Automatic	Nos.	16										

					Ur	nit Price	To	tal Price	7	Taxes a	and Dutie	es	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	and	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
	Vehicle Counter and Classifier (ATCC)				Price	Price	Price	Price	Price	Price	Price	Price	Price
4.7.	Software License (Automatic Vehicle Counter and Classifier)	Set											
4.8.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS											
5.	Multi-Services Di	igital Kiosks a	nd Emergenc	y Commu	nication	าร							
5.1.	Multi-Services Digital Kiosk (including all associated components except switch)	Nos.	30										
5.2.	Any other Hardware or Software	LS											

					Ur	nit Price	To	tal Price	1	Taxes a	and Dutie	s	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Propose d Make and Model		Services		Installation/ Services	Duty	VAT	Tax	Duties	(Supply + Installation + Taxes and Duties)
					INR Price	INR Price	INR Price	INR Price	INR Price	INR Price	INR Price	INR Price	INR Price
	required to meet the RFQ cum RFP requirements				PIICE	Filce	Plice	Price	Plice	Pilice	Price	Price	Price
6.	ICT Interface for	Smart Solid V	Vaste Managei	ment with	CAD/A	VL							
6.1.	RFID Reader	Nos.	3										
6.2.	RFID Tag	Nos.	54										
6.3.	Ultrasonic Sensor with RF Module	Nos.	14										
6.4.	Barrier Gate	Nos.	1										
6.5.	Static Weigh Bridge	Nos.	1										
6.6.	CAD System for three (3) collection vehicles	Set											
6.7.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS											

					Ur	it Price	To	tal Price	1	Taxes a	and Dutie	s	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	and	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
7.	Environmental S	ensors											
7.1.	Environmental Sensors - Hardware and Software	Nos.	2										
7.2.	Digital Display Screen (DDS)	Nos.	1										
7.3.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS											
8.	Automatic Vehic	e Location (A	VL) System										
8.1.	Automatic Vehicle Location – Hardware	Nos.	15										
8.2.	GSM/GPRS Sim Card	Nos.	15										
8.3.	Automatic Vehicle Location – Software	Set											
8.4.	Any other	LS											

					Ur	nit Price	To	tal Price	7	Taxes a	nd Dutie	s	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Propose d Make and Model	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
	Hardware or Software required to meet the RFQ cum RFP requirements												
9.	Other In-Facility	Systems											
9.1.	Building Management System (BMS)	Nos.	5										
9.2.	Access Control Reader	Nos.	12										
9.3.	Access Control Card	Nos.	200										
9.4.	Access Control Central Software	Set											
9.5.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS											

					Ur	nit Price	To	tal Price	1	Taxes a	and Dutie	s	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	and	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
10.	Solar Panel with	Batteries											
10.1.	Solar Panel with Batteries (On Streetlight Poles)	Nos.	100										
10.2.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS											
11.	IT and Other Co	mmon Infrastr	ucture										
11.1.	Workstations												
11.1.1	Operator Workstations	Nos.	12										
11.1.2	Other Workstations	Nos.	9										
11.2.	Communication Cabinets with Racks	Nos.	23										
11.3.	Servers (As per Bidder's Solution)	LS											
11.4.	Link Load	Set											

					Ur	nit Price	To	tal Price	1	Taxes a	and Dutie	S	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Propose d Make and Model	Supply	Services		00111000	Customs/ Excise Duty	VAT	Tax	Any other Taxes/ Duties	+ Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
	Balancer												
11.5.	Server Load Balancer	Set											
11.6.	Uninterruptable Power Supply (UPS)												
11.6.1	UPS Inside POP	Nos.	5										
11.6.2	UPS Inside ACC	Nos.	1										
11.7.	Antivirus	Set											
11.8.	Firewall, Web application Firewall, UTM, DDOS, Advance Persistent Threat Solution	Set											
11.9.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS											
12.	AURIC Control C	entre (ACC)			•								
12.1.	16 x 70" Video	Set	1										

					Ur	nit Price	To	tal Price	1	Taxes a	and Dutie	S	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	and	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
	Wall Cubes with Controller												
12.2.	Display Content Management System (DCMS)	Nos.	1										
12.3.	70" Board Room LED Display	Nos.	1										
12.4.	Collaboration System	Nos.	1										
12.5.	Teleconference Phone with Speakers	Nos.	1										
12.6.	Video Conferencing System	Nos.	1										
12.7.	Ceiling Speakers	Nos.	14										
12.8.	Room Control System including Panel	Nos.	1										
12.9.	Task Lights	Nos.	12										
12.10.	Multi-Functional Printer including Scanner	Nos.	2										

					Ur	nit Price	Tot	tal Price	1	axes a	nd Dutie	S	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	Propose d Make and Model	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
12.11.	Contact Centre Solution	Set											
12.12.	Digital Clock	Nos.	1										
12.13.	Matrix Switcher	Nos.	1										
12.14.	Wireless Microphone System	Nos.	1										
12.15.	Audio Processor (As per Bidder's Solution)	Set											
12.16.	Audio Distribution Amplifier (As per Bidder's Solution)	Set											
12.17.	Audio Extractor (As per Bidder's Solution)	Set											
12.18.	Distribution Amplifier (As per Bidder's Solution)	Set											
12.19.	AV Auto Switcher	Nos.	1										

					Ur	it Price	Tot	tal Price	1	Taxes a	and Dutie	s	Total Cost
S. No.	Subsystems / Items	Unit of Measurement	Quantity exclusive of spares/ consumables	and	Supply	Installation/ Services	Supply	Installation/ Services	Customs/ Excise Duty	VAT	Service Tax	Any other Taxes/ Duties	(Supply + Installation + Taxes and Duties)
					INR	INR	INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price	Price	Price
12.20.	USB KVM Extender	Nos.	12										
12.21.	Smart City Platform	Set											
12.22.	Shadowing of Glass for approximately 450 Sq.ft. area	Set											
12.23.	ACC Civil Works including interiors, electrical, mechanical, structural, communications, fire, fitouts etc.	Sq.ft.	2000										
12.24.	Any other Hardware or Software required to meet the RFQ cum RFP requirements	LS											
12.25.	Grand Total	•						<u> </u>				·	

Notes:

- 1. Service Tax and VAT to be entered shall be as per the applicable charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Client's Country.
- 2. Any item/ material either hardware or software required to meet the functionality specified in the tender document whose related component is missing in the above table has to be accounted by the Bidder and the cost of the same is assumed to be reflected and taken care in the cost specified to the Client by the Bidder in the financial bid. The Client is liable only to pay the Contract costs as per the payment terms mentioned to the Bidder to meet all the requirements as specified in the bidding documents.
- 3. The Bidder has to modify the above indicative table and make a comprehensive list of System inventory table by including the components which the Bidder might think are relevant based on the Bidders design to meet all the bid requirements indicating the costs of the same in the financial bid.
- 4. The Bidder shall assess the quantity of spares/ consumables to meet the SLA clauses mentioned in the bidding documents and factor that as part of his Bid. It is the Bidder's responsibility to maintain the minimum required spares at any given time to meet the SLA requirement at no additional cost to the Client.
- The evaluation will take the total cost incurred for the Client inclusive of spares/ consumables while evaluating the bids which is to be included by the Bidder in the Contract cost itself.
- 6. The Contract Cost shall be inclusive of all the installation, commissioning, testing and any other costs that might be incurred by the Bidder during the duration of the contract.
- 7. The Client has the right to increase decrease the quantities and the Supply & Installation costs will be adjusted as per the unit costs indicated above.

Name of Bidder:
Authorized Signature of Bidder:

1.7 Recurrent Cost Sub-Table 2

Lot number: "Single lot procurement"

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

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

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

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

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
1.	Fibre Optic Infrastructure						
1.1.	HDPE Duct						
1.1.1.	Set of 4x40mm inside one HDPE outersleeve						
1.1.2.	Set of 4x40mm inside one HDPE outersleeve with tracer wire						
1.1.3.	Set of 7x20mm inside one HDPE outersleeve						
1.1.4.	1x20mm						
1.2.	Trenching						
1.3.	Handhole with Cover (within plot)						
1.4.	Fibre Optic Cable (FOC)						
1.4.1.	96 Count FOC						
1.4.2.	24 Count FOC						
1.4.3.	6 Count FOC						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
1.4.4.	12 Count FOC						
1.5.	UTP Cat 6 Armored Cable						
1.6.	Fibre Optic Splice Closure (FOSC)						
1.7.	Optical Connectors						
1.8.	Fibre Optic Patch Cords						
1.9.	Fibre Distribution Management System (FDMS)						
1.10.	Fibre Asset Management						
1.11.	Fibre Termination Panel (FTP)						
1.11.1.	96 Count FTP						
1.11.2.	24 Count FTP						
1.11.3.	6 Count FTP						
1.11.4.	12 Count FTP						
1.12.	Intelligent Patch Panel Management Hardware with Software						
1.13.	Ethernet Switch and Router						
1.13.1.	Layer 2 – Type I: Industrial Grade Field Switch						
1.13.2.	Layer 2 – Type II: Non-Industrial Grade Switch						
1.13.3.	Layer 3 – Type I: Backbone Ethernet Switch/Router						
1.13.4.	Layer 3 – Type II: Core Router						
1.13.5.	Layer 3 – Type III: Server/Workstation Connectivity Ethernet Switch						
1.14.	Media Converter						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
1.15.	Wireless Gateway						
1.16.	Network Management System (NMS)						
1.17.	POP Room (including all civil, interiors, electrical, mechanical, structural, communications, fire and fitouts) - Each of 1800 sq.ft. building area						
1.18.	Enterprise Management System (EMS) including Helpdesk						
1.19.	Rodent Repellant System						
1.20.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
2.	City wide Wi-Fi						
2.1.	Wi-Fi Access Point with Controller						
2.2.	Wi-Fi Management System						
2.3.	Wi-Fi Bandwidth						
2.4.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
3.	AURIC e-Governance and ERP (AEE)						
3.1.	e-Governance						
3.1.1.	e-Governance system including all modules and functionalities						
3.1.2.	ArcGIS Desktop license 10.5 or higher to support two (2) separate machine users.						
3.1.3.	ArcGIS online license						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
3.1.4.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
3.2.	ERP						
3.2.1.	ERP System including all modules and functionalities						
3.2.2.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
4.	CCTV Surveillance System including Automatic Traffic	c Counters a	and Classifie	ers (ATCC)			
4.1.	CCTV - Fixed						
4.2.	CCTV - PTZ						
4.3.	PTZ Keyboard with Joystick						
4.4.	Network Video Recorder (As per Bidder's Solution) - N+N Configuration						
4.5.	Video Management System(VMS) including Central Application						
4.6.	Automatic Vehicle Counter and Classifier (ATCC)						
4.7.	Software License (Automatic Vehicle Counter and Classifier)						
4.8.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
5.	Multi-Services Digital Kiosks and Emergency Commu	nications					
5.1.	Multi-Services Digital Kiosk including all associated components						
5.2.	Any other Hardware or Software required to meet the						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
	RFQ cum RFP requirements						
6.	ICT Interface for Smart Solid Waste Management with	CAD/AVL					
6.1.	RFID Reader						
6.2.	RFID Tag						
6.3.	Ultrasonic Sensor with RF Module						
6.4.	Barrier Gate						
6.5.	Static Weigh Bridge						
6.6.	CAD System for three (3) collection vehicles						
6.7.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
7.	Environmental Sensors						
7.1.	Environmental Sensors - Hardware and Software						
7.2.	Digital Display Screen (DDS)						
7.3.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
8.	Automatic Vehicle Location (AVL) System						
8.1.	Automatic Vehicle Location - Hardware						
8.2.	GSM/GPRS Sim Card						
8.3.	Automatic Vehicle Location - Software						
8.4.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
9.	Other In-Facility Systems						
9.1.	Building Management System (BMS)						
9.2.	Access Control Reader						
9.3.	Access Control Card						
9.4.	Access Control Central Software						
9.5.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
10.	Solar Panel with Batteries						
10.1.	Solar Panel with Batteries						
10.2.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
11.	IT and Other Common Infrastructure	·					
11.1.	Workstations						
11.1.1.	Operator Workstations						
11.1.2.	Other Workstations						
11.2.	Communication Cabinets with Racks						
11.3.	Servers						
11.4.	Link Load Balancer						
11.5.	Server Load Balancer						
11.6.	Uninterruptable Power Supply (UPS)						
11.6.1.	UPS Inside POP						
11.6.2.	UPS Inside ACC						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
11.7.	Antivirus						
11.8.	Firewall, Web application Firewall, UTM, DDOS, Advance Persistent Threat Solution						
11.9.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
12.	AURIC Control Centre (ACC)						
12.1.	16 x 70" Video Wall Cubes with Controller						
12.2.	Display Content Management System (DCMS)						
12.3.	70" Board Room LED Display						
12.4.	Collaboration System						
12.5.	Teleconference Phone with Speakers						
12.6.	Video Conferencing System						
12.7.	Ceiling Speakers						
12.8.	Room Control System including Panel						
12.9.	Task Lights						
12.10.	Multi-Functional Printer including Scanner						
12.11.	Contact Centre Solution						
12.12.	Digital Clock						
12.13.	Matrix Switcher						
12.14.	Wireless Microphone System						
12.15.	Audio Processor						
12.16.	Audio Distribution Amplifier						

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (INR)
12.17.	Audio Extractor						
12.18.	Distribution Amplifier						
12.19.	AV Auto Switcher						
12.20.	USB KVM Extender						
12.21.	Smart City Platform						
12.22.	Shadowing of Glass for approximately 450 Sq.ft. area						
12.23.	ACC Civil Works including interiors, electrical, mechanical, structural, communications, fire, fitouts etc.						
12.24.	Any other Hardware or Software required to meet the RFQ cum RFP requirements						
13.	Connectivity cost from various Sub-Systems						
13.1.	Wi-Fi bandwidth						
13.2.	GSM/GPRS connectivity						
14.	Other Requirements						
14.1.	On-Site Manpower						
14.2.	Other Items						

Notes:

- 1. Bidders to refer Indicative System Inventory Table (Recurrent Cost Items) for accessing the quantities in the Recurrent Cost Sub-table 2 above.
- 2. The financial evaluation would however be done basing on the Net Present Value (NPV) concept for the entire contract period at a discount rate mentioned in bid data sheet.

Only as an Example,

Diddon	CAREY						
Bidders	CAPEX	Year 1	Year 2	Year 3	Year 4	Year 5	Total Bid Price
Bidder 'X'	355	30	31	31	31	32	510
Bidder 'Y'	325	30	34	36	40	45	510

Bid Evaluation (NPV Method): - (Discounting Rate = 10%)

Bidder 'X' =
$$355 + 30 + 31 + 31 + 31 + 32$$
 $(1+0.1)^1 (1+0.1)^2 (1+0.1)^3 (1+0.1)^4 (1+0.1)^5$

= Rs. 472.22

Bidder 'Y' = $325 + 30 + 34 + 36 + 40 + 45$
 $(1+0.1)^1 (1+0.1)^2 (1+0.1)^3 (1+0.1)^4 (1+0.1)^5$

= Rs. 462.68

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

er:	Name of Bidder:
er:	Authorized Signature of Bidder:

1.8 Deviation Cost Table

	RFQ cum		Cost for Increase or Decrease for Unconditional Withdrawal of each Deviation	
Item Nos.	RFP Clause No.	Details of Deviation		Items supplied from outside the Client's Country
				INR
	or Prices Quotendix 10.	ed for Unconditional Withdrawal of the deviation Given		

Notes:

- 1. The Bidder shall quote the price for unconditional withdrawal of each deviation given in Appendix 10.
- 2. The deviation mentioned in the form of the Statement of Deviation (Appendix 10), but not quoted the price in Price Schedule No. 1.8 above for unconditional withdrawal of such deviation, shall be considered as unconditionally withdraw with no financial and time implications.
- 3. The Client reserves the right to accept or reject any deviation proposed by the Bidder at the price quoted by the Bidder above. Then the Contract price will be adjusted accordingly.

r:	Name of Bidder:
r:	Authorized Signature of Bidder:

Section 5. Corrupt and Fraudulent Practices

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFQ cum RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine preestimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, in regard to the RFQ cum RFP, including consideration and evaluation of such Bidder's Proposal.
- 5.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFQ cum RFP issued by the Client during a period of 2 (two) years from the date such Bidder is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3 For the purposes of this Clause 5.3, the following terms shall have the meaning hereinafter respectively assigned to them:
 - "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly (a) or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issuance of the LOA or after the execution of the Contract, as the case may be. any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/adviser of the Client in relation to any matter concerning the Contract:
 - (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
 - (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process;

- (d) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- (e) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
- (f) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

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