



AURANGABAD SMART CITY DEVELOPMENT CORPORATION LIMITED (ASCDCL)

APPOINTMENT OF MASTER SYSTEM INTEGRATOR (MSI)

FOR

**SUPPLY, IMPLEMENTATION, INTEGRATION, OPERATION AND MAINTENANCE OF
SMART CITY ICT COMPONENTS AT AURANGABAD SMART CITY**

REQUEST FOR QUALIFICATION (RFQ)

CUM

REQUEST FOR PROPOSAL (RFP)

Volume I – Instructions to Bidders

October 2018

Aurangabad Smart City Development Corporation Limited (ASCDCL)

Aurangabad Municipal Corporation, Town Hall, Aurangabad-431001, Maharashtra, India

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DISCLAIMER

1. The information contained in this Request For Qualification (RFQ) cum Request for Proposal document (RFQ CUM RFP) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Aurangabad Smart City Development Corporation Limited (ASCDCL) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ CUM RFP and such other terms and conditions subject to which such information is provided. This RFQ CUM RFP is not an Agreement and is neither an offer nor invitation by ASCDCL to the prospective Bidders or any other person.
2. The purpose of this RFQ CUM RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFQ CUM RFP. This RFQ CUM RFP includes statements, which reflect various assumptions and assessments arrived at by ASCDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
3. This RFQ CUM RFP may not be appropriate for all persons, and it is not possible for ASCDCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ CUM RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ CUM RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFQ CUM RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ASCDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. ASCDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ CUM RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ CUM RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ CUM RFP or arising in any way for participation in this Bid Stage.
5. ASCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the

statements contained in this RFQ CUM RFP. ASCDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ CUM RFP. The issue of this RFQ CUM RFP does not imply that ASCDCL is bound to select a Bidder or to appoint the Successful Bidder JV or Contractor, as the case may be, for the Project and ASCDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority (Aurangabad Smart City Development Corporation Ltd)or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority (Aurangabad Smart City Development Corporation Ltd) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions/Acronyms

Sr. No.	Term/Acronyms	Description
1	AAA	Authentication, authorization, and accounting
2	ANPR	Automated Number Plate Recognition
3	ASCDCL	Aurangabad Smart City Development Corporation Ltd
4	AMC	Aurangabad Municipal Corporation
5	AP	Access Point
6	AVLS	Automated Vehicle Locator System
7	Bid	Offer by Bidder to fulfil the requirement of ASCDCL for an agreed price. It shall be a comprehensive technical and commercial agreed price and response to the RFQ CUM RFP
8	BOM	Bill of Material
9	CCC	Command and Control Centre
10	CCTV	Closed Circuit Television
11	Consortium	A consortium consists of multiple members (not more than five parties - Lead Bidder + 4 Consortium members) entering into a Consortium Agreement for common objective of satisfying ASCDCL requirements & represented by lead member of consortium, designated as a "Lead Bidder".
12	COP	Common Operating Platform
13	DBA	Database Administrator
14	DC	Data Center
15	DCP	Deputy Commissioner of Police
16	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFQ CUM RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.
17	DIT	Directorate of Information Technology
18	DNS	Domain Name Server
19	DR	Disaster Recovery

Sr. No.	Term/Acronyms	Description
20	Effective Date	Date on which Contract Agreement for this RFQ CUM RFP comes into effect
21	EMD	Earnest Money Deposit
22	EMS	Enterprise Management System
23	ETA	Estimated Time of Arrival
24	ETD	Estimated Time of Departure
25	E-Procurement portal	means electronic tendering system of ASCDCL
26	FRS	Functional Requirement Specifications
27	GI Pipes	Galvanized iron Pipes
28	GIS	Geographical Information System
29	GoK	Government of Maharashtra
30	GPRS	General Packet Radio Service
31	GPS	Global Positioning System
32	GSM	Global Systems for Mobile Communications
33	GUI	Graphical User Interface
34	HDPE	High-Density Polyethylene
35	HO	Head Office
36	ICT	Information and Communication Technology
37	IDS	Intrusion Detection System
38	IOE	Internet of Everything
39	IP	Internet Protocol
40	IPS	Intrusion Prevention System
41	ITIL	Information Technology Infrastructure Library
42	LAN	Local Area Network
43	LED	Light Emitting Diode
44	LOI/LOA	Letter of Intent/Letter of Award
45	MoU	Memorandum of Understanding
46	MTBF	Mean Time Between Failures
47	MTTR	Mean Time to Repair
48	MUX	Multiplexer
49	NFC	Near Field Communication
50	NIC	National Informatics Centre
51	Corp	Aurangabad Municipal Corporation to manage the networks.
52	Non-Compliance	means failure/refusal to comply with the terms and conditions of the tender
53	Non-responsive	means failure to furnish complete information in a given format and manner required as per the tender

Sr. No.	Term/Acronyms	Description
		documents or non-submission of tender offer in given forms / pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD
54	O&M	Operations & Maintenance
55	OEM	Original Equipment Manufacturer
56	OFC	Optical Fibre Cable
57	OGC	Open Geospatial Consortium
58	OS	Operating Systems
59	OTP	One Time Password
60	PA System	Public Address System
61	PDU's	Power Distribution Units
62	PIS	Passenger Information System
63	PoE	Power over Ethernet
64	PoP	Points of Presence
65	PTZ	Pan Tilt Zoom
66	QR Code	Quick Response Code
67	Required Consents	Consents, waivers, clearances and licenses to use ASCDCL Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that DIT, GoM their nominated agencies are required to make available to Bidder pursuant to this Agreement;
68	RF	Radio Frequency
69	RFID	Radio Frequency Identification
70	RFP	Request for Proposal
71	RFQ	Request For Qualification
72	RLVD	Red Light Violation Detection
73	RoW	Right of Way
74	RPO	Recovery Point Objective
75	RTO	Recovery Time Objective
76	Service Level	Level of service and other performance criteria which will apply to the Services delivered by the Bidder;
77	MSI	Master System Integrator

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. No.	Term/Acronyms	Description
78	SLA	Service Level Agreement; Performance and Maintenance SLA executed as part of this Master Service Agreement;
79	SNMP	Simple Network Management Protocol
80	SMPS	Switched Mode Power Supply
81	SOP	Standard Operating Procedure
82	SOS	Save Our Souls. SOS is international Morse code distress signal
83	Successful Bidder	Bidder who is qualified & successful in the bidding process and is awarded the work
84	TRAI	Telecom Regulatory Authority of India
85	TRS	Technical Requirement Specifications
86	UPS	Uninterruptible Power Supply
87	URL	Uniform Resource Locator
88	VA	Video Analytics
89	VaMS	Variable Message System
90	VCA	Video Content Analytics
91	VLAN	Virtual Local Area Network
92	VMS	Video Management Software/System
93	WAN	Wide Area Network

1. Introduction

1.1. Background

The Ministry of Home and Urban Affairs (MoHuA), Government of India (GoI) has rolled out Smart City Mission (SCM). Aurangabad is one of the Urban Local Bodies (ULBs) selected under the competition of SCM based on the Smart City Plan (SCP) submitted by the City through Government of Maharashtra (GoM). Objective of the Smart Cities Mission is to drive economic growth and improve the quality of life of people by enabling local area development and harnessing technology, especially technology that leads to Smart outcomes. Area- based development will transform existing areas (retrofit and redevelop), including slums, into better planned ones, thereby improving liveability of the whole City. New areas (greenfield) will be developed around cities in order to accommodate the expanding population in urban areas.

1.2. Need for Present Assignment & Brief Scope of Work

The ASCDCL, has identified certain Smart ICT intervention required to make the city smart. The broad Scope of Work, Functional Requirements & Technical Specifications have been identified and provided under Volume II of the RFQ CUM RFP. It is now proposed to appoint a Master System Integrator (MSI) to implement the said ICT interventions, but not limited to the following components:

S.No.	Component	Description
1	City Communication Network	<ul style="list-style-type: none">• MSI shall use communication (OFC) network of a Service Provider in Aurangabad for the smart city project.▪ MSI shall make a detailed survey of communication (OFC) network of a Service Provider & electrical supply network availability of MSEDCL and GIS mapping of proposed locations of all CCTV cameras, Smart Bus Stops, IoT Sensors (Environment, etc.), Wi-Fi spots, Display Signage, Traffic Lights, Solid Waste Management Infrastructure, etc. in order to complete the various components of the Smart City project in Aurangabad.

S.No.	Component	Description
2	City Surveillance	<ul style="list-style-type: none"> • Command and Control Centre (CCC) for Police shall be the nerve centre of City Surveillance, Traffic Management and Enforcement system. • The CCC shall be ergonomically designed with area for video wall, operators, offices, conference room, all other amenities, etc. • MSI shall create synergies between the CCC & OCC by using an integrated architecture • MSI shall setup Data Centre, Disaster Recovery Center. CCTV based video surveillance shall be security enabler to ensure public safety <ul style="list-style-type: none"> ▪ MSI shall install CCTV cameras at various location across the city for surveillance. along with Public Address System and Variable Message Signboard (VMS), Emergency Call Box/Panic Box System, etc.
3	City Operation Command Centre (OCC) for AMC	<ul style="list-style-type: none"> • City Operations Command Centre shall be the nerve centre for management and monitoring of all based ICT based Smart City components such Solid Waste Management system, smart street lighting control system, Wi-Fi, Smart Transport, Smart Bus Stops, CCTV Surveillance, Digital Signages, IoT Sensors (Environment, etc.), and PIS and all other smart city applications will be integrated, and centrally monitored, tracked and managed from the Operations Command Centre • The OCC shall be ergonomically designed with area for video wall, operators, offices, conference room, all other amenities, etc. • MSI shall setup Data Centre, Disaster Recovery Center & Data Backup storage facility ▪ MSI shall create synergies between the CCC & OCC by using an integrated architecture
4	Biometric Attendance System	<ul style="list-style-type: none"> ▪ MSI shall install Biometric (Face Recognition & Fingerprint based) attendance system for employees of AMC/ ASCDCL
5	Smart Transport System & Smart Bus Stops	<ul style="list-style-type: none"> • MSI shall install Smart Bus Stops with Digital signage, Solar PV panel, Passenger Information System (PIS), Wi-Fi spots,

S.No.	Component	Description
		<p>CCTV camera, mobile charging station, etc. including landscaping the area around the smart bus stops</p> <ul style="list-style-type: none"> ▪ MSI shall integrate GPS Vehicle Tracking System, Fleet Management, Passenger Information System for Public Transport Buses/Vehicles and onboard CCTV based surveillance system
6	City Wi-Fi Spots	<ul style="list-style-type: none"> ▪ MSI shall install Wi-Fi access points at identified locations in the city and at Smart Bus Stops
7	Digital Display Signage	MSI shall install Outdoor Digital Display Signage in public places like railway station, airport, mall, tourist places, bus stops etc. to display city information, tourist place video or live streaming of city event or broadcast from CCC/OCC
8	ICT Enabled Solid Waste Management	MSI shall install GIS/GPS enabled Solid Waste Management System to provide end to end management & monitoring of garbage collection
9	Aurangabad Citizen Mobile Application & Website/Portal	MSI shall develop a Mobile Application and Website/Portal integrating all the components of smart city projects to provide a platform for citizen services, complaint/ grievance management along with payment gateway integration for payment through the mobile application and website/portal.
10	Integration Components	<p>MSI shall integrate the following systems with the City Operation Command Centre:</p> <ul style="list-style-type: none"> • E-Governance System • Smart LED Lighting • GIS mapping for Aurangabad City <p>Any other system</p>

After establishing the above said solutions, the bidder is expected to Operate and Maintain the said ICT interventions for a period of 5 years.

1.3. RFQ CUM RFP Format

The intent of this RFQ CUM RFP is to invite bids from the Bidders for implementation of an integrated solution for the ASCDCL. The Request for Proposal (RFQ CUM RFP) consists of three volumes viz.

- i. **RFQ CUM RFP Volume I: Instruction to Bidders:** Volume I details the instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms.
- ii. **RFQ CUM RFP Volume II: Scope of work including Functional & Technical Specifications:** Volume II of the RFQ CUM RFP provides information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirements.
- iii. **RFQ CUM RFP Volume III: Master Service Agreement:** Volume III contains the contractual, legal terms & conditions applicable for the proposed engagement.

1.4. Schedule of Bidding Process

Sr. No.	Item	Description
1	Method of Selection	Method of selection shall be Quality & Cost Based System (QCBS). Contract will be awarded to the bidder quoting highest 'combined evaluation score' post technical qualification. Prices inclusive of any applicable taxes, levies etc. will be considered for arriving at L1 price.
2	Availability of RFQ CUM RFP Documents	Download from www.mahatenders.gov.in www.aurangabadmahapalika.org
3	Date of RFQ CUM RFP Issuance	24th October 2018
4	Tender Processing Fee (Non-refundable)	INR 50,000 (Fifty Thousand only) through e-Procurement portal
5	Bid Security/Earnest Money Deposit (EMD)	INR one Crore Only. (INR 100,00,000/-) payment to made through e-Procurement portal online only
6	Last date / time for Submission of Pre-bid Queries	31st October 2018;16:00Hrs

Sr. No.	Item	Description
7	Pre-Bid Conference Time, Date& Venue	2nd November 2018; 11:00 Hrs, Venue: Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001
8	Posting of responses to queries	www.aurangabadmahapalika.org
9	Last Date and time for Bid/Bid submission (On or before)	20th December 2018, 16:00Hrs
10	Date, Time, & Venue for Submission of Hard Copy of Technical Bid	24th December 2018, 16:00 Hrs., Venue: ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001
11	Date, time for Opening of Technical Bids	24th December 2018, 16:00Hrs
12	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
13	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
14	Name and Address for Correspondence	The Nodal officer, ASCDCL Office, Near War Room, Ambedkar Research Center, Aam Khaas Maidan, Aurangabad. 431001
15	Submission Type	Open Tender, through e-Tendering system www.mahatenders.gov.in
16	Payment terms	Payments to MSI, after successful completion of the target milestones (including specified project deliverables), shall be made as mentioned in Clause 12 in Volume III of this RFP
17	Liquidated damages	A sum equivalent to 0.1 % per week or part thereof of contract value for a milestone/quarter subject to maximum of 10% of the contract value. (for details please refer clause 28 of Volume III of this RFP)

2. Instruction to Bidders

2.1. General

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the ASCDCL's requirements. Bidders and recipients of this RFQ CUM RFP may wish to consult their own legal advisers in relation to this RFQ CUM RFP.
- b) All information supplied by Bidders as part of their bids in response to this RFQ CUM RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the ASCDCL based on this RFQ CUM RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of ASCDCL. Any notification of preferred bidder status by ASCDCL shall not give rise to any enforceable rights by the Bidder. ASCDCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of ASCDCL.
- d) Bids shall be received by the ASCDCL on the e-Procurement portal www.mahatenders.gov.in before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Maharashtra, the offers will be received up to the appointed time on the next working day. The ASCDCL may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- e) Telex, cable or facsimile offers will be rejected.

2.2. Eligible Bidders

The Bidder can be either a Single Master System Integrator (MSI) or a Consortium of companies/ corporations as described below.

- a) **Sole Bidder:** The Sole Bidder must be a System Integrator company which has the capabilities to deliver the entire scope as mentioned in the RFQ CUM RFP. The Sole Bidder cannot bid as a part of any other consortium bid under this RFQ CUM RFP.
- b) **Consortium of Firms:** Bids can be submitted by a consortium of firms. A consortium should not consist of more than 5 (Five) parties (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFQ CUM RFP. The Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including

meeting the SLAs. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later on. The Lead Bidder will be responsible for:

- i. The management of all Consortium Members who are part of the bid, and
 - ii. The supply, delivery and installation of all products and services submitted in their bid and as part of the contract
- c) Bids submitted by a consortium should comply with the following requirements also:
- i. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder
 - ii. Any of the Lead Bidders cannot be a Consortium Member with another bidder in a separate bid
 - iii. Internal arrangement between the Consortium Members is left to the bidders. It is the responsibility of the lead Bidder to ensure that all the other Consortium Members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified
 - iv. The proposal shall include a brief description of the roles and responsibilities of all the partners of the Joint Venture / Consortium.

2.3. Compliant Bids/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFQ CUM RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFQ CUM RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Include all documentation specified in this RFQ CUM RFP, in the bid
 - ii. Follow the format of this RFQ CUM RFP while developing the bid and respond to each element in the order as set out in this RFQ CUM RFP
 - iii. Comply with all requirements as set out within this RFQ CUM RFP.

2.4. Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFQ CUM RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the specifications he shall, before the last date for submission of Pre-Bid Queries,

set forth thereof and submit them to ASCDCL in writing in order that such doubt may be removed or clarifications are provided.

2.5. Bid Preparation costs

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

2.6. Pre-bid meeting & Clarification

a) Bidders Queries

- i. Any clarification regarding the RFQ CUM RFP document and any other item related to this project can be submitted to ASCDCL as per the submission mode and timelines mentioned in the Schedule of Bidding Process.
- ii. The pre-bid queries should be submitted in excel sheet format, along with relevant justification, and with name and details of the organisation submitting the queries.
- iii. ASCDCL shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by ASCDCL.
- iv. Bidders must submit their queries as per the format mentioned in Annexure 1.

b) Responses to Pre-Bid Queries and Issue of Corrigendum

- i. ASCDCL will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. ASCDCL shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.
- ii. ASCDCL shall endeavour to provide timely response to all queries. However, ASCDCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith. ASCDCL does not undertake to answer all the queries that have been posed by the bidders.
- iii. Any modifications of the RFQ CUM RFP Documents, which may become necessary because of the Pre-Bid Conference, shall be made by ASCDCL exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFQ CUM RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of ASCDCL.
- iv. Any corrigendum/notification issued by ASCDCL, after issue of RFQ CUM RFP, shall only be available/hosted on the website URL mentioned in the Schedule of Bidding Process. Any such corrigendum shall be deemed to be incorporated into this RFQ CUM RFP.

2.7. RFQ CUM RFP Document Fee

- a) RFQ CUM RFP can be downloaded from the website URL mentioned in the Schedule of Bidding Process.
- b) Tender Processing Fee as indicated in the e-procurement portal shall be paid online through e-Procurement portal. The tender fee shall be non-refundable. Bank details are as follows :
 - Beneficiary Name: Aurangabad Smart City Development Corporation Limited (ASCDCL)
 - Address: Aurangabad Municipal Corporation, Town Hall, Aurangabad-431001, Maharashtra, India
 - Name of Bank: ICICI Bank
 - Branch Address: ICICI Bank, Raghuvir Complex, Opp. District Court, Aurangabad-431001
 - Type of Account: Current
 - Account Number: 004401041123
 - IFSC Code: ICIC0000044
- c) Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

2.8. Earnest Money Deposit (EMD)

- a) The Bidder shall furnish, as part of his tender, Earnest Money Deposit of **INR 1,00,00,000/- (INR One Crore only)**. This Earnest Money Deposit shall be through e-procurement portal and to be paid online only. No exemption for submitting the EMD will be given to any agency. EMD in any other form will not be entertained.
- b) For unsuccessful bidders, Bid security of all unsuccessful bidders would be refunded within 2 months without interest by ASCDCL after the submission of Performance Bank Guarantee by the successful Bidder.
- c) For Successful bidders, Bid security would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.
- d) In case bid is submitted without the bid security then ASCDCL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder/s concerned.
- e) The EMD may be forfeited in any of the following circumstances:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to submit the Performance Bank Guarantee and/or sign the contract in accordance with this RFQ CUM RFP.

2.9. Bid Validity Period

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

2.10. Contents of Bid

- a) A four cover system shall be followed. Pre-Qualification, Technical and Commercial Offers shall be uploaded separately through the e - Procurement portal.

Document Set	Name of the Document	Content
One	RFQ CUM RFP Document Fee & Bid Security /Earnest Money Deposit (EMD)	<ul style="list-style-type: none"> ▪ RFQ CUM RFP Document Fee Receipt ▪ Bid Security/EMD Receipt
Two	Pre-Qualification Bid	<ul style="list-style-type: none"> ▪ Pre-Qualification bid as per Annexure 2.1 & 2.2 along with the required supporting documents ▪ No deviation certificate as per Annexure 2.5 ▪ Total Responsibility declaration as per Annexure 2.6
Three	Technical Bid	<ul style="list-style-type: none"> ▪ Technical Bid ▪ Response to FRS & TRS ▪ Masked Commercial Bid
Four	Financial Bid	<ul style="list-style-type: none"> ▪ Commercial Bid

- b) Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
- c) Failure to submit the bid before the submission deadline specified in the Schedule of Bidding Process would cause a bid to be rejected.
- d) ASCDCL will not accept delivery of bid by fax, e-mail or in person and shall only be through e-procurement portal of GoM.

2.11. Bid Formats

2.11.1. Pre-Qualification Bid Format

Sr. No.	Section Heading	Details
1	Pre-qualification checklist	As per format provided in Annexure 2.1
2	Pre-Qualification Bid Covering Letter	As per format provided in Annexure 2.2
3	Consortium Agreement	As per format provided in Annexure 9- Consortium Agreement of this Volume
4	About Bidder	As per format provided in Annexure 2.3 of this document.
5	Legal	Copy of Certification of Incorporation/Registration Certificate PAN Card GST Registration As per Pre-qualification criteria – clause 3.5
6	Annual Turnover	Details of annual turnover with documentary evidence. <i>As per Pre-qualification criteria clause 3.5</i>
7	Net worth	Details of net worth with documentary evidence. <i>As per Pre-qualification criteria – clause 3.5</i>
8	Certification	Relevant ISO certification <i>As per Pre-qualification criteria – clause 3.5</i>
9	Self-certificate for non-blacklisting clause	As per format provided in Annexure 2.4 <i>As per Pre-qualification criteria – clause 3.5</i>
10	Power of Attorney	Documentary evidence as per format provided in Annexure 10 & Annexure 11
11	Project Experience	Citation details of projects as per format in Annexure 2.7 and 3.4, as applicable. <i>As per Pre-qualification criteria</i>
12	No Deviation Certificate	As per format provided in Annexure 2.5
13	Total responsibility certificate	As per format in Annexure 2.6

2.11.2. Technical Bid Format

Sr. No.	Section Heading	Details
1	Technical Bid Checklist	As per format provided in Annexure 3.1
2	Technical Bid Covering Letter	As per format provided in Annexure 3.2
3	About Bidder	Details about bidder (whether sole bidder or consortium) Bidder's General Information as required in Technical Criteria
4	Understanding	Details as required in Technical Criteria
5	Solution proposed	Details as required in Technical Criteria
6	Project/credential summary	As per format provided in Annexure 3.3
7	Bidder's Experience	Project citation as per format provided in Annexure 3.4 and supporting documentary evidences and Self-certifications as per format in Annexure 2.7 as applicable
8	Project Plan and Resources	Project plan as per format provided in Annexure 3.5.2 Manpower Plan as per format provided in Annexure 3.5.3 (I & II) Summary of resources as per format provided in Annexure 4.1 CV of resources as per format provided in Annexure 4.2
9	Compliance to Requirement (Technical / Functional Specifications)	As per format provided in Annexure 4.3
10	Proposed Bill of materials	As per format provided in Annexure 5
11	Manufacturers'/Producers Authorization Form	As per format provided in Annexure 5.1
12	Anti Collusion Certificate	As per format provided in Annexure 5.2
12	Non-disclosure agreement	As per format provided in Annexure 8

2.11.3. Commercial Bid Format

The Bidder must submit the Commercial Bid in the formats specified in Annexure 6.

Sr. No.	Annexure Heading	Details
1	Total Price Summary	As per format provided in Annexure 6.1
2	Price component for CAPEX	As per format provided in Annexure 6.2
3	Price component for OPEX	As per format provided in Annexure 6.3

2.12. Language

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

2.13. Authentication of Bids

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.14. Amendment of Request for Proposal

- a) At any time prior to the due date for submission of bid, ASCDCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFQ CUM RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFQ CUM RFP document. The relevant clauses of the RFQ CUM RFP document shall be treated as amended accordingly.
- b) It shall be the responsibility of the prospective bidder(s) to check the ASCDCL's website from time to time for any amendment in the RFQ CUM RFP document. In case of failure to get the amendments, if any, ASCDCL shall not be responsible.
- c) In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, ASCDCL, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of ASCDCL.

2.15. Bid Price

- a) Commercial Bid shall be as per the format provided in Annexure 6. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between ASCDCL and the Bidder.
- b) Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.
- c) Prices quoted by the Bidder for unit rates shall remain firm during the entire contract period and not subject to price variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

2.16. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFQ CUM RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure 2.5. The bids with deviation(s) are liable for rejection.

2.17. Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in Annexure 2.6.

2.18. Late Bids

- a) Late submission will not be entertained and will not be permitted by e-Procurement Portal.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) ASCDCL shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder’s end. No further correspondence on the subject will be entertained.
- d) ASCDCL reserves the right to modify and amend any of the above-stipulated condition/criterion.

2.19. Right to Terminate the Process

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

2.20. Non-Conforming bids

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

- a) If it does not comply with the requirements of this RFQ CUM RFP.
- b) If a bid does not follow the format requested in this RFQ CUM RFP or does not appear to address the requirements of the solution.

2.21. Acceptance/Rejection of Bids

- a) ASCDCL reserves the right to reject in full or part, any or all bids without assigning any reason thereof. ASCDCL reserves the right to assess the Bidder's capabilities and capacity. The decision of ASCDCL shall be final and binding.
- b) Bid should be free from overwriting. All erasures, correction or addition must be clearly written both in words and figures and attested.
- c) In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, ASCDCL reserves the right to reject the Bid and forfeit the EMD. If there is any discrepancy in the commercial bid, it will be dealt as per the following:
 - i. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
 - ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - iii. If there is a discrepancy between words and figures, amount in words shall prevail.
 - iv. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder must send his acceptance on the above lines and if the bidder does not agree to the decision of ASCDCL, the bid is liable to be disqualified.

2.22. Confidentiality

All the material/information shared with the Bidder during this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful Lead bidder and Consortium members who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA) as per RFQ CUM RFP Volume III.

2.23. Concept Design of Smart Bus Stops

ASCDCL is going to innovate on the project by using Smart Bus Stops as the most visible element of the Smart City Project. Component 6 of the RFQ CUM RFP encourages Bidder to provide Three (3) designs of Smart Bus Stops. ASCDCL reserves the right to use any of the designs from any of the submitted bids and get it implemented through the overall winning Bidder. The winning Bidder will have to get into a commercial arrangement (that is mutually acceptable) with the owner of the IP of the chosen design.

2.24. Disqualification

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

- a) During validity of the bid, or its extended period, if any, the bidder changes its quoted prices
- b) Bidder's bid is conditional and has deviations from the terms and conditions of RFQ CUM RFP
- c) Bid is received in incomplete form
- d) Bid is not accompanied by all the requisite documents
- e) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f) Financial bid is enclosed with the same document as technical bid.
- g) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

- h) In case the Lead bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.
- i) If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified .

2.25. Key Personnel

ASCDCL has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as “key personnel”). Details of these key positions are provided in clause 3.9.

a) Initial Composition; Full Time Obligation; Continuity of Personnel

- i. Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.
- ii. Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person is terminated for a cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.
- iii. In any such case, the ASCDCL's prior written consent would be mandatory.

b) Evaluations

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

c) Replacement

- i. In case any proposed resource resigns, then the Bidder has to inform ASCDCL within one week of such resignation.
- ii. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to ASCDCL.

- iii. Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide ASCDCL with:
 - a resume, curriculum vitae and any other information about the candidate that is reasonably requested by ASCDCL; and
 - an opportunity to interview the candidate.
- iv. The bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFQ CUM RFP.
- v. If ASCDCL objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFQ CUM RFP.
- vi. The bidder needs to ensure at least 4 weeks of overlap period in such replacements. ASCDCL will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the bidder due to resource replacement.

d) High Attrition

- i. If in the first 6 month period from the Contract Effective Date and in any rolling 12 months period during the Term of contract, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the services for any reason other than with ASCDCL's prior written consent, Bidder shall:
- ii. provide ASCDCL with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Bidder with any departing member of Key Personnel;
- iii. if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

2.26. Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ CUM RFP, ASCDCL shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, ASCDCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to ASCDCL for, inter alia, time, cost and effort of ASCDCL, in regard to the RFQ CUM RFP, including consideration and evaluation of such Bidder’s Bid.
- b) Without prejudice to the rights of ASCDCL under Clause above and the rights and remedies which ASCDCL may have under the LOI or the Agreement, if a Bidder is found by ASCDCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFQ CUM RFP issued by ASCDCL during a period of 3 years from the date such Bidder is found by ASCDCL to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- a) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. *“corrupt practice”* means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ASCDCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ASCDCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any

person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of ASCDCL in relation to any matter concerning the Project;

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

2.27. Conflict of Interest

- a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, ASCDCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to ASCDCL for, inter alia, the time, cost and effort of ASCDCL including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to ASCDCL hereunder or otherwise.
- b) ASCDCL requires that the bidder provides solutions which at all times hold ASCDCL’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of ASCDCL.

2.28. Sub-Contracting

The bidder would not be allowed to sub-contract work unless such parties are explicitly mentioned in the Bid-Response, except for the following:

- a) Fibre optic network build, other cabling and fixtures work, and all civil work during implementation
- b) Facility Management Staff at Command Control Center & City Operation Center. Sub-contracting shall be allowed only with prior written approval of ASCDCL. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay /error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to ASCDCL before finalizing such arrangements.

2.29. Inclusion of MSMEs in Project Delivery

Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project and products and services that support the Make-in-India initiative of the GOI. One MSME with relevant skills is mandatory as part of the consortium. Activities that can be sub-contracted to MSME/MSE partners are restricted to those defined under Sub-Contracting Clause 0 above.

2.30. Eligible Goods and Services and OEM Criteria:

- a. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- c. The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 years as on the date of release of the RFQ CUM RFP.

- d. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFQ CUM RFP.
- e. The OEM for all active components should give a declaration that products or technology quoted are neither end of- sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- f. The proposed OEM should have installed base of at least 20% of the quoted product or technology.
- g. Bidder must quote products in accordance with above clause “Eligible goods and related services.
- h. Bidder’s solution shall adhere to the model framework of cyber security requirements set for Smart City (K-15016/61/2016-SC-1, Government of India, and Ministry of Urban Development).
- i. The City Operations Platform proposed by the Bidder must be operational in atleast one City at the time of bidding with at least three relevant use cases as applicable for Aurangabad city requirement.
- j.
- k. OCC /CCC software OEM should have 24x7x365 Technical Assistance Support Center (TASC) in India. TASC should provide online website and phone number to register service request that can be raised by partner and customer.
- l. The OEM of each product or technology should have quality certifications like ISO 9001:2000 or equivalent.
- m. The bidder’s proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- n. Each of the proposed OEMs should either have existing capability and infrastructure to provide 24x7x365 technical support in India, or should provide an undertaking that they would establish the requisite infrastructure and capability to provide 24x7x365 technical support, on emerging a winner in this bidding process.
- o. Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal by the Bidder.
- p. 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.
- q. FAT (factory Acceptance Test) must be carried out by bidder/OEM for all the products they are proposing.
- r. Boarding/lodging and travelling of 3 persons from client/representative side including air ticket should be borne by MSI.

- s. Third Party inspection from pertinent govt organization must be carried out by Bidder before installing the product.

2.31. Right to vary quantity

- a. At the time of award of contract and post award of work , the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents. In the event, either the goods, works or services for which variation is sought after award of work then the same shall be done through Change Request Note. The CRN will be evaluated by a Third Party Committee formed by the Employer and the decision of the Committee will be final on the scope and rate.
- b. If the ASCDCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

2.32. Withdrawal, Substitution, and Modification of Bids

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

2.33. Site Visit

- a. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b. ASCDCL may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFQ CUM RFP. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

3. Selection Process for Bidder

3.1. Opening of Bids

- a. The Bids shall be opened by ASCDCL in presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of ASCDCL from the bidder firms to identify that they are bonafide representatives of the bidder firm, for attending the opening of bid. There will be three bid-opening events:
 - STAGE 1 (RFQ CUM RFP Document fee & Bid Security/EMD) and (Pre-Qualification bid)
 - STAGE 2 (Technical bid)
 - STAGE 3 (Commercial bid)
- b. Venue, date and time for opening the Pre-qualification bid are mentioned in the Schedule of Bidding Process.
- c. The date and time for opening of Technical & Commercial bid would be communicated to the qualified bidders.
- d. Technical Bids of only those bidders will be opened who clears Pre-qualification stage.
- e. The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

3.2. Preliminary Examination of Bids

ASCDCL shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the RFQ CUM RFP, shall be rejected by ASCDCL and shall not be included for further consideration. Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a) Not submitted in format as specified in the RFQ CUM RFP document
- b) Received without the Letter of Authorization (Power of Attorney)
- c) Received without paying tender fee
- d) Found with suppression of details
- e) With incomplete information, subjective, conditional offers and partial offers submitted
- f) Submitted without the documents requested

- g) Non-compliant to any of the clauses mentioned in the RFQ CUM RFP
- h) With lesser validity period

3.3. Clarification on Bids

During the bid evaluation, ASCDCL may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Clarifications shall be obtained only in pre-historic information like bidders credentials.

3.4. Evaluation Process

ASCDCL shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFQ CUM RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids. The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFQ CUM RFP. The steps for evaluation are as follows:

Stage 1: Pre-Qualification

- a) ASCDCL shall validate the Set 1 “Bid Security/Earnest Money Deposit (EMD)”.
- b) If the contents of the Set 1 are as per requirements, ASCDCL shall open the “Pre-Qualification Bid”. Each of the Pre-Qualification condition mentioned in clause 3.5 is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified. Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through the e-procurement portal and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.
- c) Technical and Financial bids for those bidders who don’t pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don’t qualify the

technical evaluation. Bid Security amount shall be returned for those who don't qualify the Pre-Qualification evaluation stage and after Performance Bank Guarantee (PBG) is submitted by successful bidder.

Stage 2: Technical Evaluation

- a) "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
- b) ASCDCL will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at ASCDCL's discretion.
- c) The bidders' technical solutions proposed in the bid document shall be evaluated as per requirements specified in RFQ CUM RFP and technical evaluation framework as mentioned in clause 3.6.
- d) Bidders submit in detailed – "Approach & Methodology & Solutions proposed "
- e) The project experience of named OEM Vendors can be used by Lead Bidder or Consortium members however the OEM cannot be changed during the contract.
- f) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70 or more and minimum 50% in each section of the Technical Evaluation Framework as given in clause 3.6 will qualify for financial/commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

Stage 3: Commercial Evaluation

- a. All technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b. Commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at ASCDCL's discretion.
- c. Commercial Bids that are not as per the format provided in Annexure 6 shall be liable for rejection.
- d. *Normalized Commercial Score of a Bidder = {Lowest Total Cost of Bid (TCB)/ Bidders TCB} X 100 (adjusted to 2 decimal)***

Example:

Bidders	Total Cost of Bid (TCB)	Calculation	Normalized Commercial Score
Bidder-1	110	$(110/110)*100$	100.00
Bidder-2	140	$(110/140)*100$	78.57
Bidder-3	160	$(110/160)*100$	68.75
Bidder-4	130	$(110/130)*100$	84.61
Bidder-5	150	$(110/150)*100$	73.33

The bidder that has quoted the lowest Total Price (Capex price + Opex price) shall be treated as L1. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.

Stage 4: Final score calculation through QCBS

The final score will be calculated through Quality and Cost selection method based with the following weight-age:

Technical: 80%

Commercial: 20%

Final Score = $(0.80 * \text{Technical Score}) + (0.20 * \text{Normalized Commercial Score})$

Example:

Bidders	Technical score	Normalized commercial score	Final Score (80:20)
Bidder-1	92.6	100	94.08
Bidder-2	94.7	78.57	91.47
Bidder-3	84.2	68.75	81.11
Bidder-4	100.0	84.61	96.92
Bidder-5	76.8	73.33	76.10

The bidder with the highest Final score shall be treated as the Successful bidder. In the above example, Bidder-4 will be treated as successful bidder.

In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

3.5. Pre-Qualification Criteria

Sr. No.	Pre-Qualification Criteria	Documentary Evidence
1	<p>The Sole Bidder or, in case of a consortium, the Lead Bidder and each of the members of the consortium should be registered under Companies Act, 1956 /2013 or as amended.</p> <p>The Sole Bidder or the Lead bidder in case of a consortium should be in operation in India for a period of at least 10 years as on 31st March 2018. In case of a Consortium, each of the consortium member other than the Lead Bidder should be in operation in India for a period of at least 3 years as on 31st March 2018.</p>	<ul style="list-style-type: none"> ▪ For Companies with Indian origin certificate of Incorporation / Registration under Companies Act, 1956/2013 ▪ For Global Players, Equivalent certificate in the country of incorporation ▪ PAN card ▪ GST registration ▪ A written undertaking from each of the consortium members, in case of a consortium, duly signed by the authorised signatory, holding a written special power of attorney for this bid on a stamp paper, authorising the lead bidder incur liabilities and receive instructions for and on behalf of any and all consortium members, and the entire execution of the Contract, including but not limited to payments. ▪ Memorandum and Articles of Association ▪ Consortium agreement clearly stating the roles and responsibilities of each member
2	<p>The Sole Bidder or the Lead Bidder of consortium should have an average annual turnover of minimum INR 150.00 Crores with minimum average turnover of INR 75 crores from atleast one of the “specific business areas” mentioned below over the last three financial years and, in case of a Consortium, the average annual turnover for each of the consortium members other than</p>	<ul style="list-style-type: none"> ▪ Audited financial statement for last 3 audited years ▪ Certificate from the Statutory Auditor on turnover details from the “specific business areas” over the last three (3) financial years ▪ On the letter head of Statuary Auditor duly stamped and signed certificate for specific business area.

Sr. No.	Pre-Qualification Criteria	Documentary Evidence
	<p>the Sole Bidder or the Lead Bidder over the last three Financial Years should be INR 5.00 crore or more from one or more of the “specific business areas” mentioned below.</p> <p>Specific Business Areas</p> <ul style="list-style-type: none"> ▪ ICT Infrastructure ▪ Telecom Infrastructure ▪ IT System Integration Services 	
3	<p>The Sole Bidder or the Lead Bidder should have positive net worth as per the audited consolidated financial statements in each of the last 3 financial years</p> <p>For this criterion, net worth of only the bidding entity will be considered</p>	<p>Certificate from the statutory auditor/ Company secretary clearly specifying the Net worth for ICT projects for the specified year to be provided.</p>
4	<p>As on date of the submission of the proposal, the bidder and the consortium members should not be black listed by any Government body globally.</p>	<p>Sole Bidder or Lead Bidder and all other Members of Consortium should provide Legal Attorney certified letter of undertaking to this effect on the letter head.</p>
5	<p>A) The Sole Bidder or the Lead bidder of consortium, in case of a Consortium, should possess any one of the below Certifications which are valid at the time of bidding:</p> <ul style="list-style-type: none"> ▪ ISO 9001:2008 ▪ ISO 20000:2011 for IT Service Management ▪ ISO 27001:2013 for Information Security Management System <p>Or any Other Equivalent Certification</p> <p>B) The sole Bidder or any of the Consortium partners responsible for the pertinent</p>	<p>Copies of valid certificate in the name of bidding entity</p>

Sr. No.	Pre-Qualification Criteria	Documentary Evidence
	<p>contribution shall possess CMMi process level 3 or above certification.</p>	
6	<p>Sole Bidder or any of the consortium member should have experience of implementing following sectors having a minimum value of INR 5 Crs per project (excluding civil works) during last 7 years</p> <ul style="list-style-type: none"> ▪ CCTV based Surveillance System ▪ City Operation Command Centre / Control and Command Centre 	<p>Copies of Work Order, Work Completion certificate by Client Entity (on Client Entity letterhead) and other relevant documents clearly highlighting the Scope of Work, Bill of Material and Value of Contract.</p>
7	<p>The Bidder or the Lead Bidder in case of Consortium shall have an office in Aurangabad or shall furnish an undertaking that the Bidder or lead Bidder in case of Consortium shall establish an office within 30 days of Signing of the Contract. The office shall be maintained during the entire duration of the Contract.</p>	<p>Address of the office in Aurangabad or Undertaking by Authorized Signatory of Bidder or Lead Bidder.</p>

3.6. Technical Evaluation Framework

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

Sr. No.	Evaluation Criteria	Total Marks	Minimum Sectional Qualifying Marks
A.	Project Experience	30	15
B.	Industrial Design & Innovation	10	5
C.	Approach & Methodology, Solutions proposed	20	10
D.	Proposed resources	10	5
E.	Technical Presentation & Proof of Concept	30	15
Overall Technical Score		100	

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

Minimum allotted marks in each section as given in the table above

AND

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

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

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

3.7. Technical Bid Criteria & Evaluation

Sr. No.	Criteria Category	Evaluation criterion Details	Max Marks Allotted	Supporting Documents required	
A	PROJECT EXPERIENCE		40		
A.1	Bidders competence executing large ICT projects	Bidder (Lead Bidder in case of Consortium) should have experience in executed ICT projects worth at least INR 60 Crore.	10	Relevant Client Certificate	
		Project Cost			% of Max Marks Allotted
		More than INR 100 Crore			100 %
		More than INR 75 to 100 Crore			75 %
		INR 60 to 75 Crore			50 %
A.2	Competence based on similar nature of project completed	Bidder (any consortium member) should have experience in executing projects of similar scope	10		
		Number of Projects			% of Max Marks Allotted
		=>4			100 %
		=3			75 %
		=2	50 %		
A.3	Bidders competence executing – BusStops / Digital Kiosks / Digital Displays	Bidder (any consortium member) should have experience in executing a project that entails design & build of BusStops/ Digital Kiosks / Digital Displays	2		
		Number of Projects			% of Max Marks Allotted
		=>4	100 %		

Sr. No.	Criteria Category	Evaluation criterion Details		Max Marks Allotted	Supporting Documents required
		=3	75 %		
		=2	50 %		
A.4	Bidders competence executing – City Operations Center (COC) / Common Command , Control Center (CCC)	Bidder (any consortium member) should have experience in executing a project that entails operationalization of COC /CCC		10	
		Number of Projects	% of Max Marks Allotted		
		=>2	100 %		
		=1	50 %		
A.5	Biometrics Attendance system	Bidder (any consortium member) should have experience in executing project on Biometrics Attendance system		3	
		Number of Projects	% of Max Marks Allotted		
		=>2	100 %		
		= 1	50%		
A.6	Portal and Mobile App	Bidder (any consortium member) should have experience in executing project in development of Portal and Mobile App		5	
		Number of Projects	% of Max Marks Allotted		
		=>2	100%		
		=1	50 %		
B	APPROACH & METHODOLOGY			20	
	Description		% of Max Marks Allotted	20	

Sr. No.	Criteria Category	Evaluation criterion Details		Max Marks Allotted	Supporting Documents required
B1	Detailed approach and methodology for all proposed ICT solutions.	60%			
B2	Identification of Major risks and mitigation measures proposed including Security	15%			
B3	Proposed security measures of the proposed architecture	15%			
B4	Detailed approach and methodology of the proposed scalability of the Proposed architecture.	10%			
C	Proposed Resources			10	
D.1	People on the project	Each of the following profiles suggested by the bidder will be evaluated		10	CV's in the format as per clause 4.2
		Profile	% of Max Marks Allotted		
		Project Director with experience of at least 15 years in IT sector	15%		
		Project Manager with experience of at least 12 years in IT sector	30 %		
		Solution Architect with experience of at least 10 years in IT sector	15 %		

Sr. No.	Criteria Category	Evaluation criterion Details		Max Marks Allotted	Supporting Documents required
		IoT Expert with experience of atleast 5 years in IT sector	15 %		
		Command Centre Expert with experience of atleast 3 years in IT sector	15 %		
		Network & Data Centre Expert with experience of atleast 8 years in IT sector	10 %		

3.8. Technical Presentation and Proof of concept during evaluation period

Objective of Proof-of-Concept (POC) for City Command Centre Software is to evaluate the technology & system performance.

During the Demonstration/Proof-of-Concept (PoC) at Technical Evaluation stage, the Technical Committee will give special attention to verify the quality, robustness and appropriateness of the proposed Solutions/Equipment and Integrated Operations Platform. If any brand / products are found un-suitable, Bidder may get disqualified or may be asked to replace the product with better brands meeting the tender requirements, without any change in commercial bid.

Sr. No.	Criteria Category	Evaluation criterion Details		Max Marks Allotted	Supporting Documents required
		Description	% of Max Marks Allotted		
E	Technical Presentation and Proof of concept			30	

A	System Demonstration	Integrated Operations Platform Software		5	
B.	Demo material & Setup	<p>Demo Material – Department scope:</p> <ul style="list-style-type: none"> ▪ Power Source ▪ Space for installing server and workstation ▪ Demo Material – OEM/SI Scope: Demo Setup (OEM/SI scope) at Site: ▪ Review of Proposed Manpower 		10	
C.	Performance Evaluation	Smart City use cases Live demo and integration services		15	

3.9. Key Personnel Criteria

MSI shall provide adequate number of personnel, each responsible for a specific role within the project. MSI shall provide clear definition of the role and responsibility of each individual personnel. MSI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. MSI has to provide the list of proposed Manpower for the Project. Any changes in Manpower deployment will have to be approved by the ASCDCL.

Following table indicates the minimum qualification required for Key Positions identified for this project. However, MSI shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender. Except for Project Director, all other proposed positions shall be Onsite throughout the entire project implementation phase.

Sr. No	Position	Minimum Qualification
1.	Project Director	<ul style="list-style-type: none"> ▪ Education: Full Time MBA/MCA/M.Tech & B.Tech/B.E. from a reputed institute ▪ Total Experience: At least 15 years in IT sector. ▪ Should have more than 8 years of experience of handling such large projects
2.	Project Manager	<ul style="list-style-type: none"> ▪ Education: Full Time MBA/MCA/M.Tech & B.Tech/B.E. from a reputed institute ▪ Total Experience: At least 12 years in IT sector. ▪ Should have more than 8 years of experience of handling such large projects
3.	Solution Architect	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M.Tech/B.Tech/B.E. from a reputed institute ▪ Total Experience: At least 10 years in IT sector ▪ Should have experience of more than 3 years as Solution Architecture in large projects of similar nature
4.	Enterprise Architect / IOT Expert	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M.Tech/B.Tech/B.E. from a reputed institute ▪ Total Experience: At least 5 years in IT sector ▪ Should have designed enterprise level solutions of similar nature for at least 2 projects
5	Command Centre Expert	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M.Tech/B.Tech/B.E. from a reputed institute ▪ Total Experience: At least 3 years in IT sector ▪ Should have designed enterprise level solutions of similar nature for at least 2 projects
6.	Network Architect	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M.Tech/B.Tech/B.E. from a reputed institute ▪ Total Experience: At least 8 years in IT sector ▪ Should have experience in designing & implementing network solutions for at least 3 similar projects. Preference will be given to the experts with CCNP certifications

Manpower plan for Implementation Phase to be provided as per format provided in 3.5.3 (I)

Apart from the above –mentioned resources, the Bidder shall also propose manpower to be deployed during the Operation & Maintenance phase of the Project as provided in the format 3.5.3 (II)

4. Award of Contract

4.1. Notification of Award

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

4.2. Signing of Contract

- a) After the notification of award, ASCDCL will issue Purchase Order (PO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and ASCDCL or the agency designated by ASCDCL. As an acceptance of the PO/LOI, the Bidder shall sign and return back a duplicate copy of the Purchase Order to ASCDCL or the agency designated by the ASCDCL. The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of PO/LOI.
- b) On receipt of the Performance Bank Guarantee, ASCDCL or the agency designated by ASCDCL shall enter into a contract with the successful bidder. The Master Service Agreement is provided in RFQ CUM RFP Volume III.

4.3. Performance Bank Guarantee (PBG)

- a) Within fifteen (15) working days from the date of issuance of LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) of 10% of the contract value in the name of “The CEO, ASCDCL”. The PBG shall be from a Nationalized Bank in the format prescribed in Annexure 7 (7.1), payable on demand, for the due performance and fulfilment of the contract by the bidder.
- b) This Performance Bank Guarantee shall be for an amount equivalent to 10% of total contract value. PBG shall be invoked by ASCDCL, in the event the Bidder:
 - i. fails to meet the overall penalty condition as mentioned in RFQ CUM RFP Volume II or any changes agreed between the parties,
 - ii. fails to perform the responsibilities and obligations as set out in the RFQ CUM RFP to the complete satisfaction of ASCDCL,
 - iii. Misrepresents facts/information submitted to ASCDCL
- c) The performance bank guarantee shall be valid till satisfactory start of Post Implementation Support. The performance bank guarantee may be discharged/returned by ASCDCL upon being satisfied that there has been due

performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

- d) In the event of the Bidder being unable to service the contract for whatever reason(s), ASCDCL shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of ASCDCL under the contract in the matter, the proceeds of the PBG shall be payable to ASCDCL as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.
- e) ASCDCL shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. ASCDCL shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- f) In case the project is delayed beyond the project schedule as mentioned in RFQ CUM RFP Volume II, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFQ CUM RFP Volume II.
- g) This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go- Live' + 60 months for the Solution.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued by ASCDCL and the PBG would be returned to the Bidder.

4.4. Warranty, Maintenance & Technology Refresh Cycle

- a) Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFQ CUM RFP for a period of Sixty months from the date of go-live i.e. "Go-Live" + 60 months. "Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFQ CUM RFP and all the acceptance tests are successfully concluded to the satisfaction of ASCDCL.
- b) During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

- c) ASCDCL (or designated representatives) shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to ASCDCL and within time specified and acceptable to ASCDCL.
- d) If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, ASCDCL may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which ASCDCL may have against the bidder under the contract.
- e) During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to ASCDCL.
- f) The successful bidder hereby warrants ASCDCL that:
 - i. The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFQ CUM RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
 - ii. The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
 - iii. The successful bidder shall be responsible for warranty services from licensors of products included in the systems.
 - iv. The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.
- g) The successful bidder shall undertake a phased refresh of the electronic components between 3rd and 4th year of the O&M contract. The software refresh will be done as part of the AMC/ASCDCL O&M contract.

4.5. Failure to comply with the Terms & Conditions of the RFQ CUM RFP

- a) Failure of the successful bidder to comply with the Terms & Conditions of the RFQ CUM RFP shall constitute sufficient grounds for the annulment of the award, in which event ASCDCL may award the contract to the next best value bidder or call for fresh bids.
- b) In such a case, ASCDCL shall invoke the PBG and/or forfeit the EMD.

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

ANNEXURES

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.

Sr. No.	RFQ CUM RFP Volume / Section	RFQ CUM RFP Page No.	Content in the RFQ CUM RFP	Clarification sought

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

2.1 Pre-qualification bid checklist

Sr. No.	Checklist Items	Compliance (Yes or No)	Page No. and Clause No. in
1	RFQ CUM RFP Document fees		
2	Earnest Money Deposit		
3	Pre Qualification Covering letter		
4	Consortium Agreement, if applicable as per Annexure 9		
5	Copy of Certification of Incorporation/Registration Certificate		
6	PAN card		
7	GST registration		
8	Audited financial statements for the last three financial years And Certificate from the Statutory Auditor		
9	Declaration of non-blacklisting		
10	Power of attorney for Lead Bidder of Consortium		
11	Project Citations and Self-certifications, as applicable		
12	No Deviation Certificate		
13	Total Responsibility Certificate		
14	Valid ISO certification		

2.2 Pre-Qualification Bid Covering Letter

Date: dd/ mm / yyyy

To,

The Chief Executive Officer,

Aurangabad Smart City Development Corporation Limited

Aurangabad.

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

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

Dear Sir,

With reference to your “**Request for Proposal for Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)**”

”, we hereby submit our Pre-qualification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the ASCDCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFQ CUM RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR [] and Tender processing fee of INR [] online through e-procurement portal.
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **ASCDCL** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFQ CUM RFP and the conditions of the contract applicable to the RFQ CUM RFP. We do hereby undertake to provision as per these terms and conditions.

- f. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFQ CUM RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFQ CUM RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the ASCDCL may cancel the bidding process at any time and that ASCDCL is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

In case of any clarifications please contact _____ email at

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

2.3 Company profile

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

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

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

C. Financial Turnover(required for both bidder and consortium member)

The financial turnover of the company is provided as follows:

	2015 – 16	2016 -17	2017 -18
Annual Turnover			

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

Positive net worth of the last three financial years as on 31.03.2018 from ICT business. Copy of self-certified statutory auditor certificate to be submitted along with the bid

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

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

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

2.4 Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Lead Bidder:

Place:

Date:

To,

The Chief Executive Officer,

Aurangabad Smart City Development Corporation Limited

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for

Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)

Ref: RFQ CUM RFP No. <<.....>>**dated**<<>>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Declaration for Consortium Member

(To be provided on the Company letter head)

Place:

Date:

To,

The Chief Executive Officer,

Aurangabad Smart City Development Corporation Limited

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)

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

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Consortium Member)

Printed Name

Designation

Seal

Date:

Place: Business Address:

2.5 No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFQ CUM RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

2.6 Total Responsibility Certificate

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

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

2.7 Self-certificate for Project execution experience

(On Bidder's Letter Head)

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

Name of the Project	
Client's Name, Contact Number and Complete Address	
Contract Value for the Bidder (in INR)	
Current Status of the Project (Completed / Ongoing)	
Activities Completed by Bidding entity as on Bid Submission Date (Note: Only relevant activities as sought in the Criteria to be included)	
Value of Work completed for which payment has been received from the client.	
Start Date	
Completion Date	

(Authorised Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal:

Date:

Annexure 3- Formats for Submission of the Technical Bid

3.1 Technical Bid Check-List

Sr. No.	Checklist Item	Compliance (Yes/No)	Page No. and Clause No. in the Bid
1	Technical Bid Letter		
2	Credential summary		
3	Project Citations and Self-certifications, as applicable		
4	Detailed proposed solution		
5	Project plan and manpower plan		
6	Proposed CVs		
7	Compliance to Requirement (Technical / Functional Specifications)		
8	Proposed Bill of Material		
9	Manufacturers'/Producers' Authorization Form Anti-Collusion certificate		
10	Non-disclosure agreement		

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3.2 Technical Bid Covering Letter

Date: dd/mm/yyyy

To,

The Chief Executive Officer,

Aurangabad Smart City Development Company Ltd.

Subject: Request for Proposal for Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)

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

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of “**Request for Proposal for Selection of System Integrator for Implementation of Aurangabad Smart City Solution**” do hereby propose to provide our services as specified in the bid submitted by us.

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

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

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

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 7.1 of the RFQ CUM RFP Volume I.

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

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days (One Hundred & Eighty) days from the actual date of submission of the Bid, We shall extend the validity of the bid if required by ASCDCL.

Thanking you,

Yours sincerely,

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address

3.3 Credential Summary

Sr. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Project Components	Documentary Evidence Provided (Yes or No)	Project Status (Completed or Ongoing)

- Client type – Indicate whether the client is Government or PSU or Private
- Project Components – Indicate the major project components like setting up of NOC, Wide Area Network, city/ public Wi-Fi, application development for security surveillance, command and control center, Maintenance, Hardware procurement and deployment, DC setup and maintenance, Facility management services, provisioning manpower, IT support and maintenance
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

3.4 Bidder's Experience - Client Citations

Lead Bidder or Consortium member is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project	
Contract Value for the bidder (in INR)	
Start Date	
Completion Date	
Activities undertaken by prime bidder or consortium member	

Note: If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided in Annexure 2.7.

3.5 Overview of Proposed Solution

3.5.1 Structure of Proposed Solution

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

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

3.5.2 Project Plan

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

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

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their bid.

3.5.3 Manpower Plan

I. Till Go-Live (Implementation)

Sr. No.	Role	Month wise time to be spent by each personnel (in days)						Total	
		1	2	3	4	5	...		
1	Project Manager								Onsite
2	Solution Architect (DC)								Onsite
3	Enterprise Architect/IOT Expert								Onsite
4	Networking Architect								Onsite
5	Command Centre Expert								Onsite

II. After Go-Live (Operation & Maintenance)

Sr. No.	Manpower	Years						Total
		1	2	3	4	5	...	
1	Project Director							Onsite/ Offsite
2								
3								

Annexure 4- Details of Resources proposed

4.1 Summary of Resources proposed

Sr. No	Name of the Resource	Proposed Role	Highest Degree	Basic Qualification (E.g. B.Sc. or B.E. or MCA or Diploma)	Certifications (ex. PMI or "ITIL or ITIL or TOGAF or TOGAF or CCNP etc.)	Total Experience (in Years)

4.2 Curriculum Vitae (CV) of Team Members

Position title and no.:

Name of expert:

Date of birth:

Country of

citizenship/residence:

Education:

College/University	Degree/Diploma Obtained	Dates Attended
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Employment record relevant to the assignment:

Period	Employing organization, title/position and contact references	Country	Summary of activities performed relevant to the assignment
---------------	--	----------------	---

Membership:

Publications:

Language skills:

Past Projects worked on (give details of each project)

Detailed Tasks Assigned on Consultant's Team of Personnel:

4.3 Compliance to Requirement (Technical / Functional Specifications)

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

Sr. No.	Description & Specification	Compliance (Y/N)	Remarks
1.			
2.			
3.			
4.			

Annexure 5- Proposed Bill of Material

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

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

Bill of Quantity

Sr. Nos	Description of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
AO. Network Connectivity							
	Last mile Fiber connectivity including of all material & civil work (Including ROW cost as necessary)	Kms	50				
A. Command Control Center							
A.1	Video Wall (along with hardware & software) Solution - 9x3 Display	Set	1				
A.2	Projector for Meeting Room	Nos	1				
A.3	Fire & Smoke Detectors	LS					
A.4	Laser Colour Printers	Nos	2				
A.5	3 Screen - Operators Client Workstations for Command Control Center	Nos	25				
A.6	L2 Switch - 48 port	Nos	As Required				
A.7	UPS Online with Battery(Minimum 60 kva scalable)	Nos	1				
A.8	Air Condition (sufficient to control room temperature of 24 degree)	Nos	As Required				
A.9	CCTV camera	Nos	As Required				
A.10	Biometric access control system	Nos	Per Room				
A.11	Operating System License	Nos	As Required				

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Sr. Nos	Description of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
A.12	Networking & cabling	LS	As Required				
A.13	Gen Set	Nos	1				
A.14	Screen Recording Software and Hardware	Nos	25				
A.15	City Operations Platform – IoT Platform/Data Normalization software & City Operation Centre Software	Set	1				
A.16	GIS Software with License	Set	1				
A.17	Implementation services (Installation & Commissioning)	LS					
B. Server room							
B.1	Smart Rack solution for data center with Accessories, with complete electrical connections, PAC precision Air-condition, fire retardant, access control	Set	1				
B.2	Core Router	Nos	As per design				
B.3	Internet Router	Nos	As per design				
B.4	Firewall and IPS/IDS	Nos	4				
B.5	Core Switch (L3)	Nos	2 or As per design				
B.6	L2 Switch -48 Port	Nos	As per design				
B.7	San Switch	Nos	As per design				
B.8	Storage - 1.25 PB Usable	Nos	1				

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Sr. Nos	Description of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
B.9	Anti-virus Suite / Gateway	Nos	1				
B.10	Backup software	Nos	1				
B.11	LTO (Back Up Drives)	Nos	1				
B.12	Blade chassis	Nos	3				
B.13	Blade Server	Nos	32				
B.14	Virtualization Software	Nos	As per design				
B.15	APT, SIEM, DLP, ADC, EDR	Nos	As per design				
B.16	Server room Site Preparation	LS	As per design				
B.17	SLA, Helpdesk & EMS Solution	Nos	1				
B.18	Firewall (WAF)	Nos	2				
B.19	Furniture Items and chairs etc. as per approved design	LS	As per design				
B.20	Server License	LS	As per design				
B.21	DB License	LS	As per design				
B.22	Implementation services (Installation & Commissioning)	LS	LS				
C. Operation Command Center							
C.1	Smart Rack solution for server room with Accessories, with complete electrical connections, PAC precision Air condition, fire retardant, access control	set	1				
C.2	Video Wall (along with hardware & software) Solution - 6x3 Display	Set	1				

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Sr. Nos	Description of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
C.3	Projector for Meeting Room	Nos	1				
C.4	Fire & Smoke Detectors	LS					
C.5	Laser Colour Printers	Nos	2				
C.6	Internal and External Firewall and IPS/IDS	Nos	As Required				
C.7	3 Screen – Operators Client Workstations for Command Control Center	Nos	15				
C.8	L2 Switch - 48 port	Nos	As Required				
C.9	Screen Recording Software and Hardware	Nos	15				
C.10	San Switch	Nos	As per design				
C.11	Storage – DAS - 500 TB Usable	Nos	1				
C.12	Anti-virus Suite / Gateway	Nos	1				
C.13	Backup Software	Nos	1				
C.14	Blade chassis	Nos	2				
C.15	Blade Server	Nos	20				
C.16	Virtualization Software	Nos	As per design				
C.17	APT, SIEM, DLP, ADC, EDR	Nos	As per design				
C.18	Server room Site Preparation	LS					
C.19	SLA, Helpdesk & EMS Solution	Nos	1				
C.20	Firewall (WAF)	Nos	2				
C.21	Server License	LS					
C.22	DB License	LS					

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Sr. Nos	Description of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
C.23	UPS Online with Battery(Minimum 40 kva scalable)	Nos	1				
C.24	Air Condition (sufficient to control room temperature of 24 degree)	Nos	As Required				
C.25	CCTV camera	Nos	As Required				
C.26	Biometric access control system	Nos	Per Room				
C.27	Operating System License	Nos	As Required				
C.28	Networking & cabling	Nos	As Required				
C.29	Gen Set	Nos	1				
C.30	Implementation services (Installation & Commissioning)	LS					
C.31	The detailed interior design and its installation in all aspects for the design-build (including but not limited to civil, interior, mechanical, structural, electrical, communications, fire, fit-outs, furniture, etc.) for the OCC	Sq. ft.	3000				
C.32	City Operations Platform – IoT Platform/Data Normalization software & City Operation Centre Software	Set	1				
C.33	Integration of various sensors, applications/systems	LS					

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Sr. Nos	Description of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
C.34	GIS Software with License	Set	1				
C.35	City Web Portal and Mobile App	Set	1				
D. Utility Poles Passive and active components							
D.1	Utility Poles with accessories (along with earthing) for Environmental Sensors, CCTV camera, Wi-Fi, junction box and any other requirement	Nos	519				
D.2	Junction Box	Nos	519				
D.3	POE Industrial switch	Nos	519				
D.4	DC redundant power supply and UPS	Nos	519				
D.5	Implementation services (Installation & Commissioning)	LS					
E Smart Bus stop							
E.1	Passenger Information System (34" Industrial Grade LED TV)	Nos	57				
E.2	Smart BUS Stops	Nos	57				
E.3	42" Diagonal Digital Outdoor Display	Nos	57				
E.4	Smart Transport Application Server	Nos	1				
E.5	Vehicle Scheduling, Dispatch and Routing System	Nos	1				
E.6	Incident Management System	Nos	1				
E.7	Web Portal for bus schedule, bus route and ETA	Nos	1				

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Sr. Nos	Description of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
E.8	Mobile Application	Nos	1				
E.9	Integration with Smart City Dashboard	LS					
E.10	GPS SIM card	Nos	110				
E.11	Phase-1 Implementation Services (Installation & Commissioning)	LS					
F. ICT enabled Waste Management Software							
F.1	Vehicle Tracking System (VTS) GPS Device Integration	LS					
F.2	Hand held GPS for push carts / Tricycle Integration	LS					
F.3	RFID transmeter tag for Auto tippers	Nos	460				
F.4	RFID Receiver with all accessories at weigh bridge entry & exit point	Nos	8				
F.5	FIX Camera	Nos	4				
F.6	ICT enabled Waste Management Software	Nos	As per requirement				
F.7	Mobile Application	LS					
F.8	Vehicle Dispatch and Routing System	Nos	1				
F.9	Weigh bridge (Pitless 40 MT)	LS	4				
F.10	Weigh Bridge Integration Application	LS					
F.11	Implementation services (Installation & Commissioning)	LS					

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Sr. Nos	Description of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
F.12	Automatic Boom Barrier	Nos	8				
F.13	Bin Sensor	Nos	1				
G. WI-FI							
G.1	Wireless Controller	Nos	1				
G.2	Access Points	Nos	700				
G.3	Application	Nos	1				
G.4	Authentication server	Nos	1				
H. Digital Outdoor Display and Kiosk							
H.1	Digital Outdoor Display	Nos	50				
H.2	Touch Kiosks	Nos	10				
H.3	Non-interactive Kiosks	Nos	50				
H.4	Content and Management Server for Digital Display	Nos	1				
H.5	Application	Nos	1				
H.6	Authentication server	Nos	1				
H.7	Gantry for Digital Outdoor Display	Nos	50				
H.8	Content and Management Server for Touch Kiosk and Non-interactive Kiosk	Nos	1				
H.9	Implementation services (Installation & Commissioning)	LS					
I. E-office							
I.1	Biometric Devices	Nos	30				
I.2	Hand held biometric devices	Nos	50				

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Sr. Nos	Description of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
I.3	Attendance Management System	Nos	1				
I.4	Implementation services (Installation & Commissioning)	LS					
J. End Points like FIX, PTZ Cameras and Environmental Sensors							
J.1	FIX BOX Camera	Nos	600				
J.2	PTZ camera	Nos	100				
J.3	Environmental Sensors with Software and License	Nos	2				
J.4	Implementation services (Installation & Commissioning)	LS					
K. Licenses							
K.1	Video Analytics Software & Licenses	Nos	700				
K.2	Video Management Software	Nos	1				
K.3	Video Management Software and Camera Licenses	Nos	900				
K.4	Implementation services (Installation & Commissioning)	LS					
L. Setup At Local Police Station							
L.1	Three monitor work station	Nos	17				
L.2	UPS (Minimum 2 KVA or better as per design)	Nos	17				
L.3	Furniture	Nos	17				
L.4	AC(sufficient to control room temperature of 24 degree)	Nos	17				

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Sr. Nos	Description of Item	UoM	QTY	Modification Proposed	Make/Brand	Model Details	Compliance with RFP (Y/N)
L.5	Implementation services (Installation & Commissioning)	LS					
M. Project Management & Infrastructure Set-up							
M.1	OCC Site Preparation covering Partitioning, Enclosures, Earthing, Power Cabling etc. (safety)	LS					
M.2	Cubicles with Table and Chair for operators (As required) - for operators	Nos.	15				
M.3	Detailed systems/site wise survey study of above Systems	As Required					
M.4	Any other Installation, Configuration and Customization for complete Project	As Required					
M.5	Capacity Building and Administrative Expenses	As Required					

5.1 Manufacturers'/Producers' Authorization Form

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

Date:

To,
The Chief Executive Officer,
Aurangabad Smart City Development Corporation Limited

Subject: Manufacturer's Authorization Form

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

Dear Sir,

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

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

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

We also confirm that our offered product will not be end of life for minimum of 24 months from the date of bidding and the support for such offered product/s will be available for minimum of 10 years from the date of bidding.

Thanking you,

Yours faithfully,

(Signature)

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

Authorised Signatory

Name:

Designation:

Place:

Date:

5.2 Anti-Collusion Certificate

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

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for **Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)** in Aurangabad, Maharashtra against the RFQ CUM RFP issued by ASCDCL, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address

Annexure 6- Formats for Submission of Commercial Bid

1. General

The Commercial bids are divided into separate Annexures as follows:

6.1 Total Price Summary

6.2 Price component for CAPEX

6.3 Price component for OPEX

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 clauses 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.
4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. 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 Clause 1.4 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.
7. Payments will be made to the Bidder in the currency or currencies indicated under respective item. The price of an item should be unique regardless of installation site.

6.1 Total Price Summary

Sr. No.	Head	Amount (in INR)	Amount (in words)
1.	Total CAPEX price		
2.	Total OPEX price		
	Sub total		
	Add: All taxes, levies, duties, etc. as applicable(excluding GST)		
	Price including all taxes, levies and duties (1+2)		
	Add: GST		
	Total Price (1+2)		

Notes:

1. GST rate to be entered shall be as per the rate 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 RFQ cum RFP.
3. The Bidder has to modify the above indicative table and make a comprehensive list of System inventory table by including the components which the Bidder might think are relevant based on the Bidders design to meet all the bid requirements indicating the costs of the same in the financial bid.
4. The Bidder shall assess the quantity of spares/ consumables to meet the SLA clauses mentioned in the bidding documents and factor that as part of his Bid. It is the Bidder's responsibility to maintain the minimum required spares at any given time to meet the SLA requirement at no additional cost to the Client.
5. The evaluation will take the total cost incurred for the Client inclusive of spares/ consumables while evaluating the bids which is to be included by the Bidder in the Contract cost itself.
6. The Contract Cost shall be inclusive of all the installation, commissioning, testing and any other costs that might be incurred by the Bidder during the duration of the contract.
7. The Client has the right to increase decrease the quantities and the Supply & Installation costs will be adjusted as per the unit costs indicated above.

6.2 Price component for CAPEX:

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

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
AO. Network Connectivity								
	Last mile Fiber connectivity including of all material & civil work (Including ROW cost as necessary)	Kms	50					
A. Command Control Center								
A.1	Video Wall (along with hardware & software) Solution - 9x3 Display	Set	1					
A.2	Projector for Meeting Room	Nos	2					
A.3	Fire & Smoke Detectors	LS						
A.4	Laser Colour Printers	Nos	2					
A.5	3 Screen - Operators Client Workstations for Command Control Center	Nos	25					
A.6	L2 Switch - 48 port	Nos	As Required					
A.7	UPS Online with Battery	Nos	1					
A.8	Air Conditioning	Nos	As Required					

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
A.9	CCTV camera	Nos	As Required					
A.10	Biometric access control system	Nos	Per Room					
A.11	Operating System License	Nos	As Required					
A.12	Networking & cabling	LS	As Required					
A.13	Gen Set	Nos	1					
A.14	Screen Recording Software and Hardware	Nos	25					
A.15	City Operations Platform – IoT Platform/Data Normalization software & City Operation Centre Software	Set	1					
A.16	GIS Software with License	Set	1					
A.17	Implementation services (Installation & Commissioning)	LS	LS					
B. Data Center								
B.1	Smart Rack solution for data center with Accessories, with complete electrical connections, PAC precision	set	1					

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
	Air-condition, fire retardant, access control							
B.2	Core Router	Nos	As per design					
B.3	Internet Router	Nos	As per design					
B.4	Firewall and IPS/IDS	Nos	4					
B.5	Core Switch (L3)	Nos	2 or As per design					
B.6	L2 Switch -48 Port	Nos	As per design					
B.7	San Switch	Nos	As per design					
B.8	Storage - 1.25 PB Usable	Nos	1					
B.9	Anti-virus Suite / Gateway	Nos	1					
B.10	Backup software	Nos	1					
B.11	LTO (Back Up Drives)	Nos	1					
B.12	Blade chassis	Nos	3					
B.13	Blade Server	Nos	32					
B.14	Virtualization Software	Nos	As per design					
B.15	APT, SIEM, DLP, ADC, EDR	Nos	As per design					
B.16	Data Center Site Preparation	LS	1					
B.17	SLA, Helpdesk & EMS Solution	Nos	1					
B.18	Firewall (WAF)	Nos	2					
B.19	Furniture Items and chairs etc. as per approved design	LS						

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
B.20	Server License	LS						
B.21	DB License	LS						
B.22	Implementation services (Installation & Commissioning)	LS						
C. Operation Command Center								
C.1	Smart Rack solution for data center with Accessories, with complete electrical connections, PAC precision Air condition, fire retardant, access control	set	1					
C.2	Video Wall (along with hardware & software) Solution - 6x3 Display	Set	1					
C.3	Projector for Meeting Room	Nos	1					
C.4	Fire & Smoke Detectors	LS						
C.5	Laser Color Printers	Nos	2					
C.6	Internal and External Firewall and IPS/IDS	Nos	As Required					
C.7	3 Screen – Operators Client Workstations for Command Control Center	Nos	15					

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
C.8	L2 Switch - 48 port	Nos	As Required					
C.9	Screen Recording Software and Hardware	Nos	15					
C.10	San Switch	Nos	As per design					
C.11	Storage – DAS - 500 TB Usable	Nos	1					
C.12	Anti-virus Suite / Gateway	Nos	1					
C.13	Backup Software	Nos	1					
C.14	Blade chassis	Nos	2					
C.15	Blade Server	Nos	20					
C.16	Virtualization Software	Nos	As per design					
C.17	APT, SIEM, DLP, ADC, EDR	Nos	As per design					
C.18	Data Center Site Preparation	LS						
C.19	SLA, Helpdesk & EMS Solution	Nos	1					
C.20	Firewall (WAF)	Nos	2					
C.21	Server License	LS						
C.22	DB License	LS						
C.23	UPS Online with Battery	Nos	1					
C.24	Air Conditioning	Nos	As Required					
C.25	CCTV camera	Nos	As Required					
C.26	Biometric access control system	Nos	Per Room					

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
C.27	Operating System License	Nos	As Required					
C.28	Networking & cabling	Nos	As Required					
C.29	Gen Set	Nos	1					
C.30	Implementation services (Installation & Commissioning)	LS						
C.31	Furniture Items and chairs etc. as per approved design	LS						
C.32	City Operations Platform – IoT Platform/Data Normalization software & City Operation Centre Software	Set	1					
C.33	Integration of various sensors, applications/systems	LS						
C.44	GIS Software with License	Set	1					
D. Utility Poles Passive and active components								
D.1	Utility Poles with accessories (along with earthing) for Environmental Sensors, CCTV	Nos	519					

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
	camera, Wi-Fi, junction box and any other requirement							
D.2	Junction Box	Nos	519					
D.3	POE Industrial switch	Nos	519					
D.4	DC redundant power supply and UPS	Nos	519					
D.5	Implementation services (Installation & Commissioning)	LS	1					
E Smart Bus stop								
E.1	Passenger Information System (34" Industrial Grade LED TV)	Nos	57					
E.2	Smart BUS Stops	Nos	57					
E.3	Digital Outdoor Display	Nos	57					
E.4	Smart Transport Application Server	Nos	1					
E.5	Vehicle Scheduling, Dispatch and Routing System	Nos	1					
E.6	Incident Management System	Nos	1					
E.7	Web Portal for bus schedule, bus route and ETA	Nos	1					

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
E.8	Mobile Application	Nos	1					
E.9	Integration with Smart City Dashboard	LS						
E.10	GPS SIM card	Nos	110					
E.11	Phase-1 Implementation Services (Installation & Commissioning)	LS						
F. ICT enabled Waste Management Software								
F.1	Vehicle Tracking System (VTS) GPS Device Integration	LS						
F.2	Hand held GPS for push carts / Tricycle Integration	LS						
F.3	RFID transmeter tag for Auto tippers	Nos	100					
F.4	RFID Receiver with all accessories at weigh bridge entry & exit point	Nos	As per requirement					
F.5	FIX Camera	Nos	4					
F.6	ICT enabled Waste Management Software	Nos	As per requirement					
F.7	Mobile Application	LS						

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
F.8	Vehicle Dispatch and Routing System	Nos	1					
F.9	Weigh bridge (Pitless 40 MT)	LS	4					
F.10	Weigh Bridge Integration Application	LS						
F.11	Implementation services (Installation & Commissioning)	LS						
G. WI-FI								
G.1	Wireless Controller	Nos	1					
G.2	Access Points	Nos	700					
G.3	Application	Nos	1					
G.4	Authentication server	Nos	1					
H. Digital Outdoor Display and Kiosk								
H.1	Digital Outdoor Display	Nos	50					
H.2	Touch Kiosks	Nos	10					
H.3	Non-interactive Kiosks	Nos	50					
H.4	Content and Management Server for Digital Display	Nos	1					
H.5	Application	Nos	1					
H.6	Authentication server	Nos	1					
H.7	Gantry for Digital Outdoor Display	Nos	50					

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
H.8	Content and Management Server for Touch Kiosk and Non-interactive Kiosk	Nos	1					
H.9	Implementation services (Installation & Commissioning)	LS						
I. E-office								
I.1	Biometric Devices	Nos	30					
I.2	Hand held biometric devices	Nos	50					
I.3	Attendance Management System	Nos	1					
I.4	Implementation services (Installation & Commissioning)	LS						
J. End Points like FIX, PTZ Cameras and Environmental Sensors								
J.1	FIX BOX Camera	Nos	600					
J.2	PTZ camera	Nos	100					
J.3	Environmental Sensors with Software and License	Nos	2					
J.4	Implementation services (Installation & Commissioning)	LS						
K. Licenses								

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Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
K.1	Video Analytics Software & Licenses	Nos	700					
K.2	Video Management Software	Nos	1					
K.3	Video Management Software and Camera Licenses	Nos	900					
K.4	Implementation services (Installation & Commissioning)	LS						
L. Setup At Local Police Station								
L.1	Three monitor work station	Nos	17					
L.2	UPS (Minimum 2 KVA or better as per design)	Nos	17					
L.3	Furniture	Nos	17					
L.4	AC(sufficient to control room temperature of 24 degree)	Nos	17					
L.5	Implementation services (Installation & Commissioning)	LS						
M. Project Management & Infrastructure Set-up								
M.1	OCC Site Preparation covering Partitioning, Enclosures, Earthing, Power Cabling etc. (safety)	LS						

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. Nos	BoM Line Item	UoM	QTY	Modification Proposed	Base Rate	All taxes, levies, duties, etc. as applicable (excluding GST)	GST	Total price for supply, Installation & Commissioning
M.2	Cubicles with Table and Chair for operators (As required) - for operators	Nos.	15					
M.3	Detailed systems/site wise survey study of above Systems	As Required						
M.4	Any other Installation, Configuration and Customization for complete Project	As Required						
M.5	Capacity Building and Administrative Expenses	As Required						
M.6	Other item (if Required) for Implementation of entire Project with details							

6.3 Price component for OPEX

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

Sr. No	Price component for OPEX	No.	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (incl. all tax excluding GST)	GST	Total (Incl. of all taxes)
1.	Command Control Center	LS								
2.	Server room	LS								
3.	Operation Command Center	LS								
4.	Utility Poles Passive and active components	LS								
5.	Smart Bus Stops	LS								
6.	ICT enabled Waste Management Software	LS								
7.	Wi-Fi	LS								
8.	Digital Outdoor Display and Kiosk	LS								
9.	E-office	LS								
10.	End Points like FIX, PTZ Cameras and Environmental Sensors	LS								
11.	Licenses	LS								
12.	Setup At Local Police Station	LS								
13.	Civil Infrastructure	LS								
14.	Network as a Service (City Network for Project Connectivity)	LS								
15.	Electricity charges at prevailing rate should be quoted	LS								
16.	Bandwidth Charges	LS								

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Sr. No	Price component for OPEX	No.	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Total (incl. all tax excluding GST) &	GST	Total (Incl. of all taxes)
17.	City Operations Centre / City Command Center Utility & Miscellaneous Charges (Telephone, Local Conveyance, Local Office, Utilities (including electrical) etc.)	LS								
18.	Utility Bills (electrical and any other) of outdoor digital Display, kiosk, camera, sensors and any other field device.									
19.	Data Center as colocation (if part of design)	LS								
20.	GPS subscription charges	LS								
21.	DR – Cloud Based for 5 Years	LS								
22.	Technical & Operational Manpower Cost after Installation	LS								
23.	GPS services for vehicles	LS								
24.	Helpdesk (Command Control Center and City Operation Center)	LS								
25.	Project Implementation price	LS								
26.	Handholding and Training price	LS								
27.	Operation & maintenance resources	LS								
28.	Operations & Maintenance for IT / Non-IT Infrastructure for 5 Years	LS								
29.	Insurance + Annual Maintenance Cost	LS								
30.	Any other price item not included above (if Required)	LS								
31.	One Time DR Migration Cost	LS								
	<u>Total OPEX Price</u>									

Annexure 7- –Bank Guarantee Formate

7.1 Performance Bank Guarantee

Ref: _____

Date

Bank Guarantee No. _____

<Name>

<Designation>

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

Whereas, <<name of the supplier and address>> (hereinafter called “the System Integrator”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to [Aurangabad Smart City Development Corporation Limited] (hereinafter called “the ASCDCL”)

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

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

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

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed INR <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

Date:

Place:

Signature:

Witness:

Printed name:

(Bank's common seal)

Annexure 8- Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at _____, are desirous of bidding for RFQ CUM RFP No. <<>> dated <<DD-MM-YYYY>> **“Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)**

” (hereinafter called the said 'RFQ CUM RFP') to the “[*Aurangabad Smart City Development Corporation Limited*]”, hereinafter referred to as 'ASCDCL' and,

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

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

It is hereby agreed as under:

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

- d. the Bidder is required to disclose by order of a competent court or regulatory ASCDCL;
- e. is released from confidentiality with the written consent of the ASCDCL.

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

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

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

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the ASCDCL, the Bidder shall promptly deliver to the ASCDCL the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the ASCDCL. Upon completion of the Tendering process and or or termination of the contract or at any time during its currency, at the request of the ASCDCL, the Bidder shall promptly deliver to the ASCDCL the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the ASCDCL. Without prejudice to the above the Bidder shall promptly certify to the ASCDCL, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the ASCDCL in respect of the Confidential Information.
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the ASCDCL to enable the ASCDCL to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFQ CUM RFP without the prior written consent of the ASCDCL. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name:

Place:

Designation:

Date

Annexure 9- Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

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

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] [Year] at [Place] among _____ (hereinafter referred to as "_____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred as "_____") and having office at [Address], as Party of the Second Part and _____ (hereinafter referred as "_____") and having office at [Address], as Party of the Third Part.

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

WHEREAS DIT, Govt. of Maharashtra has issued a Request for Proposal dated [Date] (RFQ CUM RFP) from the Applicants interested in **Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)**

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

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

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

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

Submit a response jointly to Bid for the “**Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)**” as a Consortium.

Sign Contract in case of award.

Provide and perform the supplies and services which would be ordered by the ASCDCL pursuant to the Contract.

This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the ASCDCL for “**Appointment of Master System Integrator (MSI) for Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components under Aurangabad Smart City Development Corporation Ltd. (ASCDCL)**” for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

The Parties shall be jointly and severally responsible and bound towards the ASCDCL for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.

----- (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:

- To ensure the technical, commercial and administrative co-ordination of the work package
- To lead the contract negotiations of the work package with the ASCDCL.
- The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- In case of an award, act as channel of communication between the ASCDCL and the Parties to execute the Contract.
- That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____

Party B: _____

Party C: _____

That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

That this MoU shall be governed in accordance with the laws of India and courts in *[State]* shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

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

Witness:

Annexure 10- Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

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

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

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

(Add in the case of a Consortium)

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

Dated this the _____ day of _____ 2018

(Signature and Name of authorized signatory)

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

To be executed by all the members individually.

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

Annexure 11- Format for Power of Attorney for Lead bidder of Consortium

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

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

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s._____ and M/s _____ and M/s_____ hereby designate M/s. _____

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

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our

RFQ cum RFP for Appointment of Master System Integrator (MSI) for supply, implementation, integration, operation and maintenance of ICT Components for Aurangabad Smart City under ASCDCL (Vol I – Instructions to Bidders)

aforesaid Attorney shall and shall always be deemed to have been done by us or Consortium.

Dated this the _____ day of _____ 2017

(Signature)

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

Witness 1

Witness 2

Notes:

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

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