

# AMRITSAR SMART CITY LIMITED

SCO – 21, 2<sup>nd</sup> Floor, District Shopping Complex, B-Block, Ranjit Avenue,  
Amritsar 143001 | Email: ceoasclsr@gmail.com | Tel: + 91-183-5015048



## REQUEST FOR PROPOSAL

For

Selection of Master System Integrator for  
Implementation & Maintenance of Smart Solutions  
(Phase - I) in Amritsar City

Volume I: Instructions to Bidders

RFP Number: 09/ASCL/2018-19

Issued on 06/12/2018

## Glossary of Terms

Abbreviation	Description
AC	Alternating Current
ACL	Access Control List
AMC	Annual Maintenance Contract
ANPR	Automatic Number Plate Recognition
API	Application Program Interface
ARP	Address Resolution Protocol
ASCL	Amritsar Smart City Limited
BOD	Biochemical Oxygen Demand
BoM	Bill of Material
BoQ	Bill of Quantity
BPDU	Bridge Protocol Data Unit
CAD	Computer Aided Dispatch
CCN	Change Control Note
CEO	Chief Executive Officer
CMOS	Complementary metal–oxide–semiconductor
COD	Chemical Oxygen Demand
DC	Data Centre
DC	Direct Current
DG	Diesel Generator
DHCP	Dynamic Host Configuration Protocol
DNS	Domain Name System
DO	Dissolved Oxygen
DR	Disaster Recovery
ECB	Emergency Call Box
EMS	Enterprise Management System
ERP	Enterprise Resource Planning
FRS	Functional Requirement Specifications
GI	Galvanized Iron
GIS	Geographical Information Systems
GoI	Government of India
GPRS	General Packet Radio Services
GPS	Global Positioning System
GSM	Global System for Mobile Communications
GUI	Graphical User Interface
HDD	Hard Disk Drive
HTML	Hyper Text Mark-up Language
HTTP	Hyper Text Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
HVAC	Heating, Ventilation and Air conditioning
ICCC	Integrated Control & Command Centre
ICMP	Internet Control Message Protocol

Abbreviation	Description
ICT	Information and Communication Technology
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
IGMP	Internet Group Management Protocol
INR	Indian Rupee
IoT	Internet of Things
IP	Internet Protocol
IPS	Intrusion Prevention System
IPsec	Internet Protocol Security
IPv6	Internet Protocol version 6
ISE	Ion Selective Electrodes
ISI	Indian Standards Institute
ISO	International Organization for Standardization
ITIL	Information Technology Infrastructure Library
LACP	Link Aggregation Control Protocol
LAN	Local Area Network
LCD	Liquid Crystal Display
LDP	Label Distribution Protocol
LED	Light Emitting Diode
LIU	Light Interface Unit
LLDP	Link Layer Discovery Protocol
LPU	Local Processing Unit
MCA	Municipal Corporation Amritsar
MAC	Media Access Control
MCCB	Moulded case Circuit Breaker
MIS	Management Information System
MLD	Multicast Listener Discovery
MoHUA	Ministry of Housing and Urban Development
MPLS	Multi-Protocol Label Switching
MSI	Master System Integrator
NAC	Network Access Control
NAS	Network-attached Storage
NAT	Network Address Translation
NEMA	National Electrical Manufacturers Association
NOC	Network Operations Centre
NTP	Network Time Protocol
OCR	Optical Character Recognition
OEM	Original Equipment Manufacturer
OFC	Optical Fiber Cable
ONVIF	Open Network Video Interface Forum
P2P	Point to Point
PAS	Public Address System

Abbreviation	Description
PDU	Power Distribution Unit
PMIDC	Punjab Municipal Infrastructure Development Company
PoE	Power over Ethernet
POP	Point of Presence
PTZ	Pan Tilt Zoom
QoS	Quality of Service
RoHS	Restriction of Hazardous Substances
SAN	Storage Area Network
SCADA	Supervisory Control and Data Acquisition
SFP	Small form-factor Pluggable
SFTP	Shielded Foiled Twisted Pair
SLA	Service Level Agreement
SNMP	Simple Network Management Protocol
SOP	Standard Operating Procedure
SPV	Special Purpose Vehicle
SRS	Software Requirements Specification
SSL	Secure Sockets Layer
STP	Shielded Twisted Pair
TCP	Transmission Control Protocol
TFTP	Trivial File Transfer Protocol
TSS	Total Suspended Solids
UAT	User Acceptance Testing
UPS	Uninterruptible Power Supply
USB	Universal Serial Bus
USD	United States Dollar
VLAN	Virtual Local Area Network
VM	Virtual Machine
VMS	Video Management System
VoIP	Voice over Internet Protocol
VPN	Virtual Private Network
WAN	Wide Area Network
Wi-Fi	Wireless Fidelity
WSDL	Web Service Description Language

## Table of Contents

Glossary of Terms.....	2
Table of Contents .....	5
1 Notice Inviting Tender .....	8
2 Fact Sheet.....	10
3 About Amritsar City .....	12
4 Project Background.....	13
4.1 Smart City Mission .....	13
4.2 Smart Cities in Punjab .....	16
4.3 Project Implementation Phase .....	17
5 Instructions to Bidders.....	18
5.1 Instructions for Online Bid Submission .....	18
5.2 Registration.....	18
5.3 Searching for Documents .....	18
5.4 Preparation of Bids.....	18
5.5 Submission of Bids .....	19
5.6 Assistance of Bidders .....	19
5.7 Cost of Bid.....	20
5.8 Contents of RFP.....	20
5.9 Clarification of RFP .....	20
5.10 Amendment of the RFP .....	20
5.11 Language of Bids .....	20
5.12 Documents Comprising the Bids.....	21
5.13 Procedure for Submission of bids .....	21
5.14 Bid Prices .....	22
5.15 Firm Prices .....	22
5.16 Bidder Qualification .....	23
5.17 Earnest Money Deposit (EMD) .....	23
5.18 Performance Bank Guarantee (PBG).....	24
5.19 Period of Validity of Bids .....	24
5.20 Revelation of Prices.....	24
5.21 Terms and Conditions of Bidders.....	24
5.22 Last Date for Receipt of Bids.....	24
5.23 Late Bids .....	25
5.24 Modification and Withdrawal of Bids .....	25
5.25 Contacting the Purchaser .....	25
5.26 Opening of Technical Bids by Purchaser .....	25
5.27 Purchaser's Right to Vary Scope of Contract .....	25

5.28	Purchaser's Right to Accept Any Bid and to Reject Any or All Bids.....	26
5.29	Notification of Award .....	26
5.30	Award of Contract .....	26
5.31	Placing of Work Order .....	27
5.32	Tender Related Condition.....	27
5.33	Rejection Criteria .....	27
5.34	Fraud and Corrupt Practices .....	28
5.35	Authentication of Bids .....	29
5.36	Total Responsibility .....	30
5.37	Site Visit .....	30
6	Evaluation of Eligibility Criteria .....	31
7	Evaluation of Technical Bids.....	37
8	Evaluation of Commercial Bids.....	46
9	Annexure I: Manpower Details.....	47
10	Annexure II: Forms.....	53
10.1	Form A.0: Bid Submission Checklist .....	53
10.2	Form A.1: Draft Format for EMD in the form of Bank Guarantee .....	58
10.3	Form A.2: Eligibility Criteria Cover Letter (Company Letter Head) .....	60
10.4	Form A.3: Non-Disclosure Agreement .....	61
10.5	Form A.4: Consortium Agreement .....	63
10.6	Form A.5: Turnover and Net worth Certificate.....	67
10.7	Form A.6: Format for Project Citation / Case Studies .....	68
10.8	Form A.7: Format for undertaking of for non-blacklisting .....	69
10.9	Form A.8: Format for Power of Attorney .....	70
10.10	Form A.9: Format for Power of Attorney for Partners In-charge / Lead Bidder of Consortium.....	71
10.11	Form A.10: Total Responsibility Certificate (Company Letter Head) .....	73
10.12	Form A.11: Undertaking for NIL Deviations (Company Letter Head).....	74
10.13	Form A.12: Conflict of Interest (Company Letter head) .....	75
10.14	Form A.13: Disclosure of Court Cases .....	76
10.15	Form A.14: Technical Bid Cover Letter (Company Letter head) .....	77
10.16	Form A.15: Approach, Methodology & Solution with Work Plan and Staffing Schedule ....	78
10.17	Form A.16: CV Format for proposed Project Team.....	79
10.18	Form A.17: Format for Manpower Details .....	80
10.19	Form A.18: Manufacturer's Authorization Format (MAF) from OEM.....	81
10.20	Form A.19: Technical Specifications for Hardware and Software .....	83
10.21	Form A.20: Undertaking on Change Request (Company Letter Head) .....	84
10.22	Form A.21: Commercial Bid Cover Letter (Company Letter Head) .....	85
10.23	Form A.22: Commercial Bid Format.....	88

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11	Annexure III: Indicative Bill of Material .....	102
12	Annexure IV: Key Requirements for OEMs/ Principals/Product Vendors.....	111
12.1	General.....	111
12.2	Surveillance System.....	111
12.3	ICCC Software .....	112
13	Annexure V: Roles and Responsibilities of ASCL .....	113
14	Appendix I: Request for Clarification / Pre-bid queries .....	114
15	Appendix II: Participation in Pre-Bid conference (Company Letter Head).....	115
16	Appendix III: Performance Bank Guarantee.....	116
17	Appendix IV: Tripartite Agreement for Resale of Network Bandwidth .....	118

## 1 Notice Inviting Tender

Date: 04/12/2018

Amritsar Smart City Limited (ASCL), having its office at 2<sup>nd</sup> Floor, SCO- 21, District Shopping Complex, B-Block, Ranjit Avenue, Amritsar 143001 invites responses (“Proposals”/“Bids”) to this Request for Proposal (“RFP”) from eligible Bidders to be appointed as Master System Integrator for Implementation & Maintenance of Smart Solutions (Phase – I) in Amritsar City.

Interested bidders are advised to study this RFP carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested bidders may download the RFP from the website <https://eproc.punjab.gov.in/nicgep/app>. Any subsequent corrigenda/clarifications shall also be made available on URL.

Proposals must be received not later than time and date mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

A firm shall be selected under procedures described in this RFP.

To obtain first-hand information on the assignment, Bidders are encouraged to attend a pre-bid meeting. Attending the pre-bid meeting is optional.

Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2<sup>nd</sup> Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001



The RFP Document consists of three volumes as listed below and would include any addenda issued in accordance with Clause 5.18 of the Volume I of this RFP.

Volume I	Instructions to Bidders
Volume II	Scope of Work
Volume III	Draft Agreement ("Agreement")

This is Volume I of the RFP document.

## 2 Fact Sheet

Tender Inviting Authority	Amritsar Smart City Limited
Name of Project Work	Selection of Master System Integrator for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City
Tender / RFP Reference No.	09/ASCL/2018-19
Place of availability of Tender Documents (RFP)	Punjab State Tendering Portal: <ul style="list-style-type: none"> <li>• <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a></li> <li>• <a href="http://www.smartcityamritsar.com">www.smartcityamritsar.com</a></li> <li>• <a href="http://www.amritsarcorp.com">www.amritsarcorp.com</a></li> <li>• <a href="http://www.pmidc.punjab.gov.in">www.pmidc.punjab.gov.in</a></li> </ul>
Place of submission of Bids	Punjab State Tendering Portal: <a href="https://eproc.punjab.gov.in/nicgep/app">https://eproc.punjab.gov.in/nicgep/app</a>
Tender Document (RFP)	Request for Proposal Document
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Service / Goods / Works)	Services & Goods
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/Sell)	Supply/Service/Buy
Re-bid submission allowed by the Bidder (Yes/No)	Yes (on/before the last date and time of bid submission)
Is Offline Submission Allowed (Yes/No)	No
Withdrawal Allowed (Yes/No)	Yes (on/before the last date and time of bid submission)
Is Multi Currency Allowed	No (Only Indian Rupees)
Date and Time of release of RFP	06/12/2018 at 17:00 hrs
Payment Mode (Online / Offline)	Tender Document fee along with applicable Tender processing fee to be paid Online on <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>
One-time Procurement	Yes
Bid Validity days (180/120/90/60/30)	180 days
Location (Work / Services / Items / As per RFP)	As per RFP
Cost of Tender Document	Rupees Twenty-Five Thousand only (INR 25,000/-)  To be paid online on the eProcurement Portal
Bid Security / Earnest Money Deposit (EMD)	Rupees Two Crore only (INR 2,00,00,000/-)  To be furnished by the lead bidder by submitting a Refundable & Irrevocable Bank Guarantee from any Scheduled Commercial Bank / Nationalized Bank drawn in favour of "Amritsar Smart City Limited", payable at Amritsar valid for a period of minimum 180 days

E-mail Address to send Pre-bid Queries	<a href="mailto:ceomasclar@gmail.com">ceomasclar@gmail.com</a>
Nature of Bid Process	Three stage bidding in three Cover 1. Cover – I <ul style="list-style-type: none"> <li>• Eligibility Criteria</li> </ul> 2. Cover – II <ul style="list-style-type: none"> <li>• Technical Bid</li> </ul> 3. Cover – III <ul style="list-style-type: none"> <li>• Commercial Bid</li> </ul>
Method of Selection	Least Cost / Lowest Cost (L1)
Last Date and Time for submission of Pre-Bid queries	16/12/2018 at 17:00 hrs
Date of Pre-bid Meeting	20/12/2018 at 09:00 hrs
Place of Pre-bid meeting	Punjab Municipal Infrastructure Development Company 5 Punjab Municipal Bhawan, 3, Dakshin Marg, Sector 35A, Chandigarh, 160022
Start date and time for Submission of Bids	07/12/2018 at 00:00 hrs
Last date and time for Submission of Bids	28/12/2018 at 15:00 hrs
Opening of Eligibility Criteria	28/12/2018 at 16:00 hrs
Opening of Technical Bids	To be informed later
Opening of Commercial Bids	To be informed later
Name and Address of correspondence	Chief Executive Officer Amritsar Smart City Limited SCO – 21, 2 <sup>nd</sup> Floor, District Shopping Complex, B-Block, Ranjit Avenue, Amritsar 143001 Email: <a href="mailto:ceomasclar@gmail.com">ceomasclar@gmail.com</a> Tel: + 91-183-5015048

### 3 About Amritsar City<sup>1</sup>

Amritsar is one of the important spiritual, historical and religious cities in the country. The city was founded by Guru Ramdas, the fourth Guru of Sikhs in 1577 A.D. Amritsar which is a combination of two words, i.e., "Amrit 'nectar' and Sar 'Pool' which means 'Pool of Nectar'. The siting of the temple at a lower level allowed the visitors to descend a series of steps and thus pay homage to the holy shrine.

The city has seen various ups and downs but the period of Maharaja Ranjit Singh is considered as the Golden period. Many areas developed during this period, which show the traditional character like wall, gates, forts (Gobindgarh), gardens, havelis, and akharas (traditional centres of learning). A massive wall of unbaked bricks, with a double moat, had been constructed by Maharaja Ranjit Singh in 1825. In addition, Ram Bagh and many other gardens developed were Bagh Akalian, Bagh Shamsher Singh, Bagh Attar Singh in Katra Dal Singh, Bagh Santokhsar, Bagh Ralia Ram and Bagh Ramanand besides fields and the gardens, and Bungas (rest Houses) which adorned the city.

The city has traditionally been a trade link to central Asia, Europe and China for the Indian subcontinent. It has the potentiality to become major trade and export centre of the country. The city is known for its religious significance, cultural vibrancy and historical importance that is rooted in its folk traditions and social harmony. It has become an important tourist destination. It has also become education hub with universities and institutes of repute namely, Indian Institute of Management (IIM), Central Institute of Plastic Engineering Technology (CIPET), Textile institute, Dental colleges, medical colleges, many engineering and other colleges.

The city expanded outside the walls during and after the British period. The total geographical area of Amritsar Municipal Corporation and out growth is 136 km, with population of 11,59,227 persons {(city population 11,32,383 persons) (Census 2011)}. Due to the expansion of city horizontally, the need for various infrastructure facilities increased.

Under the five missions of government of India for transforming urban India, namely AMRUT (Atal Mission for Rejuvenation and Urban Transformation), Smart Cities, HRIDAY (Heritage City Development and Augmentation Yojna), Housing for All and Swachh Bharat Mission. Amritsar city is fortunate to have been covered under all these missions.

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<sup>1</sup>Information Source

- I. Balvinder Singh (Dr.), (2013) Spatial Patterns, Life Styles & Heritage Conservation; A Study of the Walled City of Amritsar (Ph.D. Thesis submitted in Guru Nanak Dev University)
- II. Guaba, A. (N D) Amritsar: A Study in Urban History 1840-1957. ASB Publishers Jalandhar.
- III. Grewal, J.S. (2008), The city of the Golden Temple, Amritsar: Guru Nanak Dev University.

## 4 Project Background

### 4.1 Smart City Mission

Smart City Mission was launched by Hon'ble Prime Minister of India in June 2015. The Smart City Mission envisages interventions in across 99 cities in the country over a period of 5 years i.e. Mission Period 2015-2020. Government of India shall give a Grant of Rs.100 Crore per city for 5 years. Smart cities Selection is through competition after evaluation of the Smart City Proposals (SCP) prepared through Intense Citizen Consultation by the cities by a Panel of Experts put in place by MoHUA, GoI.

The strategic components of Area-based Development (ABD) in the Smart Cities Mission are city improvement (retrofitting), city renewal (redevelopment) and city extension (Greenfield development) plus a Pan-city initiative in which Smart Solutions are applied covering larger parts of the city.

#### Area Based Development Projects<sup>2</sup>

Area Based Development Project Components as per Smart City Proposal		
S. No.	Module Name	Project Components
1.	Transport and Mobility Module	Road Development
2.		No Parking Zones with Smart Parking
3.		Pedestrian Friendly Roads
4.		Real Time Air Monitoring
5.		Last Mile connectivity with e-Rickshaw
6.		Cycle Sharing System
7.	Assured Electricity Supply System	Smart Power Grid for 24x7 Un-Interrupted Power Supply & Improved Efficiency
8.		Micro Grid Monitoring by replacing Existing Meters with Smart Meters
9.		Smart LED Street Lights
10.		Undergrounding of Electrical Overhead Cables to improve Streetscapes
11.	Water Supply, Waste Water and Sanitation	24x7 Water Supply System with SCADA Sensors
12.		100% Smart Water Metering
13.		Reuse of Recycled Waste Water
14.		Strom Water Drainage with Channelization
15.	Solid Waste Management	100% Collection and Segregation
16.		Smart Garbage Bins
17.		Mechanical Sweeping

<sup>2</sup> Projects identified in the Smart City Proposal (SCP)

Area Based Development Project Components as per Smart City Proposal		
S. No.	Module Name	Project Components
18.		Economical Transportation and Scientific Disposal of Waste
19.	Open Space and Visibility Improvement	Re-inventing available hierarchy of Urban Spaces (60 No's) as attractive Public spaces for Recreational Areas
20.		Re-inventing available Spaces along with Circular Roads as Attractive Public Spaces for Recreational Areas
21.		Conversion of Sakatri & Gol Bagh into thematic Cultural Destination
22.		Construction of Tourist Assistance Centre
23.		Creating Public Squares as Open Theatres
24.		Refurbishment of Peripheral wall of walled city
25.		E-Governance and Citizen Services
26.	Cameras with fully Equipped Operation Control Rooms for Walled City Area	
27.	Mobile Based Exploratory App for Ease of Tourists	
28.	Re-Development of Public Amenities	Re-development of Town Hall into Socio-Cultural Recreational Centre
29.		Decongestion of walled city whole Sale Trade Cluster to City Periphery
30.		Improved Green Cover in Walled City
31.		Innovative Use of Open Spaces
32.	Relocation of polluting Dense Urban Clusters from Core Area	Moving polluting wholesale Clusters Outside the Walled City
33.		Skill Development Centres to promote brand "Amritsari"
34.		Affordable Housing Units on Mix Use Development

### Pan City Solution Projects<sup>3</sup>

<sup>3</sup> Projects identified in the Smart City Proposal (SCP)

Pan City Project Components as per Smart City Proposal		
S. No.	Module Name	Project Components
1.	Traffic and Mobility	Intelligent Traffic Management System
2.		IP Based Video Surveillance System
3.		Variable message Sign Board
4.		Intelligent Parking
5.		E-Rickshaws
6.		BRTS with Disabled friendly buses
7.		Smart Street lighting
8.		Cycle Tracks and NMT
9.	Intelligent Solid Waste Management	Door to Door Collection System with 24x7 Control System
10.		Segregation at Source
11.		Intelligent Smart Bins
12.		Waste Transport Routing Map
13.		GPS based Vehicle Tracking System
14.		Weight Bridge Facility
15.		Waste to Energy Sites with ZERO Waste Status
16.	E-Governance	Command and Control Centre
17.		Public Grievance Redressal through Online Platform
18.		Tourist Destinations Through One Single Application
19.	Piped Local Gas Network Distribution System	Piped Gas network for Household and Commercial usages

The Mission aims to development, design, build and operationalize smart and innovative solutions across core city infrastructures including:

- Adequate water supply and Assured electricity supply.
- Sanitation, including solid waste management
- Efficient urban mobility and public transport
- Affordable housing, especially for the poor
- Robust IT connectivity and digitalization
- Good governance, especially e-governance and citizen participation
- Sustainable environment
- Safety and security of citizens, particularly women, children and the elderly
- Health and education

## 4.2 Smart Cities in Punjab

Following cities of Punjab are under Smart Cities Mission of Ministry of Housing and Urban Development (MoHUA), Govt. of India:

- Amritsar
- Ludhiana
- Jalandhar

Name of the City	Brief Background
Amritsar	<p>Amritsar is the historically also known as Ramdasapur and colloquially as Ambarsar, in north-western India is major trading and commercial centre in the Majha region of the Indian state of Punjab. The city is situated 217 km northwest of state capital Chandigarh and 455 km northwest of Delhi. It is near Pakistan, with the Wagah Border being only 28 km away. The closest major city is Lahore, the second largest city in Pakistan, located 50 km to the west.</p> <p>Amritsar is a major spiritual and cultural centre for Sikh religion. Amritsar is home to the Harmandir Sahib (commonly known as the Golden Temple), which is one of the India's biggest tourist's attraction. More than 2.5 crore tourists visited Amritsar in year 2016, wherein apart from the Golden Temple, Wagah Border and other historic places attract tourists throughout the year.</p> <p>Walled city area (&gt;950 acres) is selected for Retrofit- Redevelopment through desk research, analysis, meetings with public representatives, prominent citizens and citizen's engagement. The total area of walled city is of the order of 350 hectares, approximately of about 2.4 Km. in length and 1.5 Km. of width. It houses nearly 1/6th of the population of district Amritsar.</p>
Ludhiana	<p>Ludhiana is the largest city in the Punjab with an area of 310 sq.km and an estimated population of 1,618,879 as of the 2011 census. It is an industrial centre of northern India, and was referred to as India's Manchester by the BBC. The city stands on the Sutlej River's old bank, 13 kilometres south of its present course. Ludhiana is located 107 kilometres west of the state capital Chandigarh on NH 95 and is centrally located on National Highway 1, which runs from the Indian capital New Delhi to Amritsar. It is also located 315 km north of Delhi and 142 km southeast of Amritsar.</p> <p>AREA BASED DEVELOPMENT (ABD) Area Selected- Ferozepur Road Area: Rose Garden, Ghumar Mandi, Bhaibala Chowk (retrofitting) - Population (38,000 - projected 2017) - Area (790 acres)</p>
Jalandhar	<p>Jalandhar is the leading sports &amp; manufacturing hub in Asia. Jalandhar is the oldest inhabited major city in the Indian state of Punjab. In recent times the city has undergone rapid urbanisation and has developed into a highly industrialised centre of commerce. Jalandhar is 144 km northwest of Chandigarh, the state capital of Punjab and Haryana</p> <p>AREA BASED DEVELOPMENT (ABD) Area Selected Burlton Park &amp; Adjoining Area - Population (73,260) – Area (1010 acres)</p>



### 4.3 Project Implementation Phase

S. No.	Project Description	Phase	Tentative Timelines
1.	City Surveillance	Phase I	January 2019 onwards
2.	Environment Sensor		
3.	Integrated Command and Command Centre		
4.	Fiber Optic Network (Lease)/ Communication Network		
5.	Public Wi-Fi Network		
6.	Variable message Sign Board		
7.	Online Waste-Water Quality Monitoring System		
8.	Solid Waste Management	Phase II and beyond	January 2020 onwards
9.	Integrated Traffic Management System		
10.	Tourist Destinations Through One Single Application		
11.	Development of Smart Mobile App for Municipal Services for the Citizens		
12.	100% Smart Water Metering		
13.	Micro Grid Monitoring by replacing Existing Meters with Smart Meters		
14.	Last Mile connectivity with e-Rickshaw		
15.	E-Governance for Citizens		

## 5 Instructions to Bidders

### 5.1 Instructions for Online Bid Submission

- 5.1.1 This RFP has been published on the e-Procurement portal of Punjab Government (URL: <https://eproc.punjab.gov.in/nicgep/app>). The Bidders are required to submit soft copies of their bids electronically on the e-Procurement Portal, using valid Digital Signature Certificate. The instructions given below are meant to assist the Bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal.
- 5.1.2 Bidders are advised to refer “Bidders Manual Kit” thoroughly on <https://eproc.punjab.gov.in> for detailed information on Registration and submission of the Bids. The information given in the Section 5.2 to 5.5 is indicative only

### 5.2 Registration

- 5.2.1 The Bidders can login to e-Procurement – portal in secure mode only by signing through the Digital certificates
- 5.2.2 Bidders are required to enrol on the e-Procurement portal of Punjab Government (URL: <https://eproc.punjab.gov.in/nicgep/app>) by clicking on the link “Online Bidder enrolment”. Enrolment on the Government eProcurement Portal is free of charge
- 5.2.3 As part of the enrolment process, the Bidders shall be required to choose a unique username and assign a password for their accounts
- 5.2.4 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Procurement Portal
- 5.2.5 Upon enrolment, the bidders shall be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile
- 5.2.6 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse
- 5.2.7 Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken

### 5.3 Searching for Documents

- 5.3.1 There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the e-Procurement Portal.
- 5.3.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk / ASCL

### 5.4 Preparation of Bids

- 5.4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids

- 5.4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 5.4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100 dots per inch (dpi) with black and white option

## 5.5 Submission of Bids

- 5.5.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder shall be responsible for any delay due to other issues.
- 5.5.2 Bidder shall digitally sign and upload the required bid documents one by one as indicated in the RFP
- 5.5.3 Bidder shall select the payment option as "offline" to pay the Tender Cost / EMD as applicable and enter details of the instrument
- 5.5.4 Standard formats have been provided in the RFP to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their bids in the format provided and no other format is acceptable.
- 5.5.5 The Commercial Bid Template/s has been provided in the RFP to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and no other format is acceptable.
- 5.5.6 The server time (which is displayed on the bidders' dashboard) shall be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.5.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 5.5.8 The uploaded bid documents become readable only after the tender opening by the authorized bid openers
- 5.5.9 Upon the successful and timely submission of bids, the portal shall give a successful bid submission message & a bid summary shall be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 5.5.10 The bid summary should be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## 5.6 Assistance of Bidders

- 5.6.1 Any queries relating to the RFP and the terms and conditions contained therein should be addressed to the ASCL at address mentioned in the Section 2 Fact Sheet
- 5.6.2 Any queries relating to the process of online bid submission or queries relating to eProcurement Portal in general may be directed to the 24x7 Portal Helpdesk. The contact

numbers for the helpdesk are +91 120-4200462, +91 120-4001002, +91 120-4001005 and +91 120-6277787.

For any portal related technical queries please call the Helpdesk. The contact numbers for the Helpdesk are 0172- 2970263, 0172-2970284 (On all Government Working days from 09:00 am to 05:00 pm)

## 5.7 Cost of Bid

- 5.7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the ASCL. The ASCL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

## 5.8 Contents of RFP

- 5.8.1 The Bidder is expected to examine all Sections and Annexures in the RFP and furnish all information as stipulated therein

## 5.9 Clarification of RFP

- 5.9.1 A prospective Bidder requiring any clarification on the RFP may submit his queries to ASCL through email: ceoasclsr@gmail.com. Queries must be submitted in the format mentioned in Appendix I with the subject line of the email as "Pre-bid queries against RFP for Implementation and Maintenance of Smart Solutions (Phase- I) <Name of the Bidder>"
- 5.9.2 The Purchaser shall not respond to any queries not adhering as per the format mentioned in RFP for Implementation and Maintenance of Smart Solutions (Phase- I)
- 5.9.3 All queries on the RFP should be received on or before as prescribed by the Purchaser in Section 2 Fact Sheet

Note: The purchaser shall prepare a response to queries of the Pre-Bid Meeting, and circulate to the Bidders and upload the same on the websites listed under Section 2 Fact Sheet

## 5.10 Amendment of the RFP

- 5.10.1 At any time prior to the last date and time for bid submission, the purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by an amendment. The amendment shall be notified on e-Procurement Portal (<https://eproc.punjab.gov.in/nicgep/app>) and should be taken into consideration by the prospective agencies while preparing their bids.
- 5.10.2 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids
- 5.10.3 Bidders are advised to visit this website regularly to keep themselves updated as any change/modification in the RFP shall be intimated through eProcurement portal only.

## 5.11 Language of Bids

- 5.11.1 The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern

## 5.12 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

### 5.12.1 Eligibility Criteria- The Eligibility Criteria shall comprise of the following:

- a. Form A.0: Bid Submission Checklist
- b. Form A.1: EMD in the form of Refundable & Irrevocable Bank Guarantee
- c. Form A.2: Eligibility Criteria Covering Letter
- d. Form A.3: Non-Disclosure Agreement
- e. Form A.4: Consortium Agreement
- f. Form A.5: Turnover and Net Worth Certificate
- g. Form A.6: Project Citation / Case Studies
- h. Form A.7: Affidavit certifying that bidder (or its Consortium) is not blacklisted
- i. Form A.8: Format for Power of Attorney executed in favour of the Authorized Signatory
- j. Form A.9: Format for Power of Attorney for Partners In-charge / Lead Bidder of Consortium
- k. Form A.10: Total Responsibility Certificate
- l. Form A.11: Undertaking for NIL Deviation
- m. Form A.12: Conflict of Interest
- n. Form A. 13: Disclosure of Court Cases

### 5.12.2 Technical Bid - The Technical Bid shall comprise of the following:

- a. Form A.5: Turnover and Net Worth Certificate
- b. Form A.6: Project Citation / Case Studies
- c. Form A.14: Technical Bid Cover Letter (Company Letter head)
- d. Form A.15: Approach, Methodology and Solution Proposed with Work Plan and Staffing Schedule
- e. Form A.16: CV for proposed Project Team (Design, Development & Implementation and Operations & Maintenance Phase)
- f. Form A.17: Manpower Details (Design, Development & Implementation and Operations & Maintenance Phase)
- g. Form A.18: Manufacturer's Authorization Format (MAF) from OEM
- h. Form A.19: Technical Specifications of all the hardware and software
- i. Form A.20: Undertaking on Change Request (Company Letter Head)

### 5.12.3 Commercial Bid - The Commercial Bid shall comprise of the following:

- a. Form A.21: Commercial Bid Letter (Company Letter head)
- b. Form A.22: Commercial Bid

## 5.13 Procedure for Submission of bids

### 5.13.1 The bid prepared by the Bidder shall comprise of the following cover (to be uploaded at e-procurement portal as individual files):

- a. Cover - I (Eligibility Criteria)
  - Cover - I shall comprise of all the documents (in PDF format) mentioned in Clause 5.12.1 and uploaded on the e-Procurement portal (<https://eproc.punjab.gov.in/nicgep/app>)
  - Bidder shall also submit in original the following documents on or before bid submission date in the envelope duly sealed
    - Form A.1: EMD in the form of Refundable & Irrevocable Bank Guarantee
    - Form A.3: Non-Disclosure Agreement

- Form A.8: Power of Attorney executed in favour of the Authorized Signatory’.
  - Form A.9: Format for Power of Attorney for Partners In-charge / Lead Bidder of Consortium’
  - The Bidder shall mark its name and tender reference number on the back of the Demand Draft before sealing the same. The address of ASCL, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, ASCL shall not assume any responsibility for its misplacement, pre-mature opening etc.
- b. Cover - II (Technical Bid)
- Cover - II shall comprise of all the documents (in PDF format) mentioned in Clause 5.12.2 and uploaded on the e-Procurement portal (<https://eproc.punjab.gov.in/nicgep/app>)
- c. Cover - III (Commercial Bid)
- Cover - III shall comprise of all the documents (in PDF format) mentioned in Clause 5.12.3 and uploaded on the e-Procurement portal (<https://eproc.punjab.gov.in/nicgep/app>)

Note: Prices should not be indicated/mentioned in the Eligibility Criteria and Technical Bid but should only be mentioned in the Commercial Bid.

- 5.13.2 The Bidder shall submit only one (1) bid in response to the RFP. If the Bidder submits more than one bid, it shall be subject to disqualification of bidder and shall also cause the rejection of all the bids which such Bidder has submitted.
- 5.13.3 The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per RFP. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.

## 5.14 Bid Prices

- 5.14.1 The Bidder shall indicate in the Form A.22: Commercial Bid format, the unit rates and total Bid Prices of the equipment/services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in RFP.
- 5.14.2 In absence of information requested in above Clause, a bid may be considered incomplete and be summarily rejected
- 5.14.3 The Bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Purchaser. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.

## 5.15 Firm Prices

- 5.15.1 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 5.15.2 The Commercial bid should clearly indicate the price to be charged and Taxes shall be applicable as per actuals. It is mandatory that such charges wherever applicable/payable

should be indicated separately. However, should there be a change in the applicable taxes, the same may apply

## 5.16 Bidder Qualification

- 5.16.1 The "Bidder" as used in the RFP shall mean the one who has signed the Tender Form. The Bidder shall be Authorised Signatory or his duly Authorized Representative, in either cases Bidder shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative and the Director or Authorised Signatory.
- 5.16.2 It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company
- 5.16.3 The authorization shall be indicated by specific written Power-of-Attorney accompanying the bid
- 5.16.4 The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid
- 5.16.5 Any change in Authorised Signatory or his duly Authorized Representative shall be intimated to ASCL in advance

## 5.17 Earnest Money Deposit (EMD)

- 5.17.1 The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount mentioned in the Section 2 Fact Sheet
- 5.17.2 The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Volume – II: Scope of Work of RFP  
The EMD must be submitted as Bank Guarantee of any Scheduled Commercial Bank / Nationalized Bank drawn in favour of ASCL, payable at Amritsar as mentioned in the Section 2-Fact Sheet. The template for EMD is provided in the Form A.1: Draft Format for EMD in the form of Bank Guarantee
- 5.17.3 Unsuccessful Bidder's EMD shall be discharged/returned on or before the 30<sup>th</sup> day after award of Contract to the successful Bidder
- 5.17.4 The successful Bidder's EMD shall be discharged upon the bidder executing the Contract, pursuant to Clause 5.30- Award of Contract and furnishing the Bank Guarantee, pursuant to Clause 5.18 - Performance Bank Guarantee
- 5.17.5 No interest shall be paid by the Purchaser on the EMD

The EMD may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid;  
or
- b. in the case of a successful Bidder, if the Bidder fails;
  - I. to sign the Contract in accordance with Clause 5.30- Award of Contract; or
  - II. to furnish Bank Guarantee for Contract Performance in accordance with Clause 5.18- Performance Bank Guarantee

## 5.18 Performance Bank Guarantee (PBG)

- 5.18.1 Performance Bank Guarantee must be made in the form of Bank Guarantee from any Scheduled Commercial Bank / Nationalized Bank drawn in favour of ASCL, payable at Amritsar equivalent to ten percent (10%) of the Contract Value before signing of the Contract
- 5.18.2 Validity: Valid for the entire Project term. The PBG shall be released after 51 months from the effective date of the Go-Live of the Smart Solutions or execution of all pending Work Orders, whichever is later.
- 5.18.3 Instrument: One single deposit in the form of Bank Guarantee
- 5.18.4 In the event of termination, Purchaser may Invoke the Performance Bank Guarantee, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law
- 5.18.5 Within 21 days of the receipt of notification of award from the Purchaser, the successful bidder shall furnish the performance security in the form of Performance Bank Guarantee valid for a period of 63 months in accordance with the Conditions of Contract
- 5.18.6 Failure of the successful Bidder to comply with the requirement of above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD

## 5.19 Period of Validity of Bids

- 5.19.1 Bids shall remain valid for period mentioned in Section 2 Fact Sheet after the date of opening of Eligibility Criteria. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 5.19.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity up to 90 days. The request and the responses thereto shall be made in writing (or through e-mail). The validity of EMD provided under above Clause may also be extended if required.

## 5.20 Revelation of Prices

- 5.20.1 Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected

## 5.21 Terms and Conditions of Bidders

- 5.21.1 Any terms and conditions of the Bidders shall not be considered as forming part of their Bids

## 5.22 Last Date for Receipt of Bids

- 5.22.1 Bids shall be submitted by the bidder no later than the time and date specified in Section 2 – Fact Sheet
- 5.22.2 Original documents as per Clause 5.13.1 shall be received by the Purchaser at the address specified under Section 2 – Fact Sheet no later than the time and date specified in Section 2 – Fact Sheet
- 5.22.3 The Purchaser may, at its discretion, extend the last date for submission of bids by amending the RFP, in which case all rights and obligations of the Purchaser and Bidders previously subject to the last date shall thereafter be subject to the last date as extended



### 5.23 Late Bids

- 5.23.1 Bidders shall not be able to submit the Bid on the eProcurement Portal after the last date and time for submission of bids as listed in Section 2 – Fact Sheet
- 5.23.2 Bids shall be summarily rejected, in case the Original Documents (Refer Section 5.13) received by purchaser after the last date and time for submission of bids as listed in Section 2 – Fact Sheet

### 5.24 Modification and Withdrawal of Bids

- 5.24.1 No bid may be altered/modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.
- 5.24.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD and shall be declared a "defaulting bidder". In such situation the tendering process shall be continued with the remaining bidders as per their ranking.
- 5.24.3 If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited and ASCL reserves right to blacklist/debar such bidder for next 3 years from participating in any ASCL tenders. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.

### 5.25 Contacting the Purchaser

- 5.25.1 No Bidder shall contact the Purchaser / Project Management Consultants / Advisors/other stakeholders involved in the project on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded
- 5.25.2 Any effort by a Bidder to influence the Purchaser's bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder's bid

### 5.26 Opening of Technical Bids by Purchaser

- 5.26.1 The Purchaser shall convene a bid opening session as per time schedule where one representative from the Bidder, who has successfully submitted the bid, can participate. Subsequent to this, Purchaser shall further evaluate the Bid of only those agencies whose EMD is found to be in order.

### 5.27 Purchaser's Right to Vary Scope of Contract

- 5.27.1 The Purchaser may at any time, by a written order given to the Bidder, with mutual consensus with the selected bidder, make changes to the Scope of the Contract as specified
- 5.27.2 If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the committee and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Purchaser's changed order.

## 5.28 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

- 5.28.1 The Purchaser reserves the right to accept any or all bid, and to annul the Tendering process or reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action

## 5.29 Notification of Award

- 5.29.1 Prior to the expiry of the period of bid validity, pursuant to Clause 5.19 Period of Validity of Bids, the Purchaser shall notify the successful Bidder by letter to be confirm in writing that its bid has been accepted
- 5.29.2 The notification of award shall not constitute the formation of the Contract
- 5.29.3 Upon the successful Bidder's furnishing of Performance Bank Guarantee for Contract Performance, the Purchaser may notify each unsuccessful Bidder and shall discharge their EMD

## 5.30 Award of Contract

- 5.30.1 There shall be only one Successful Bidder
- 5.30.2 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall send the Bidder the pro-forma for Contract, incorporating all agreements between the parties
- 5.30.3 Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the Purchaser
- 5.30.4 Keeping in view the Project commitment, ASCL reserves the right to ask the successful Bidder to add new features/process or modify the existing solution to take care the service delivery for matching the Project requirements as and when required
- 5.30.5 Bidder has to agree for honouring all RFP conditions and adherence to all aspects of fair trade practices in executing the work orders placed by ASCL
- 5.30.6 If the name of the system/service/process is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to ASCL and the obligations with ASCL taken by the Successful Bidder with respect to the product with the old name shall be passed on along with the product so renamed
- 5.30.7 In the case of Bidder whose bids are accepted, Bidder shall be required to give Performance Bank Guarantee as mentioned in Clause 5.18– Performance Bank Guarantee
- 5.30.8 ASCL may, at any time, terminate the contact by giving written notice to the Bidder without any compensation, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to ASCL
- 5.30.9 If at any point during the Contract, if the successful Bidder fails to, deliver as per the RFP terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause shall be invoked

### 5.31 Placing of Work Order

- 5.31.1 For procurement of Hardware/software/solution/system/service, Work Order shall be placed on the successful bidder in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Work Order
- 5.31.2 Objection, if any, to the Work Order must be reported to ASCL by the successful Bidder within five (5) working days counted from the date of Work Order for modifications, otherwise it is assumed that the successful Bidder has accepted the Work Order in too
- 5.31.3 If the successful Bidder is not able to supply/deploy/operationalize the ordered hardware/software/solution/system/service/process completely within the specified period, the penalty clause shall be invoked
- 5.31.4 The decision of ASCL shall be final and binding on all the bidders to this RFP. ASCL reserves the right to accept or reject an offer without assigning any reason whatsoever.

### 5.32 Tender Related Condition

- 5.32.1 The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.
- 5.32.2 The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of goods and services as required under this Contract. If at any stage of Tendering process or during the currency of the Contract, any suppression/falsification of such information is brought to the knowledge of the Purchaser, the Purchaser shall have the right to reject the bid or terminate the Contract, as the case may be, without any compensation to the Bidder.

### 5.33 Rejection Criteria

- 5.33.1 Besides other conditions and terms highlighted in the RFP, bids may be rejected under following circumstances:
  - a. Eligibility Rejection Criteria
    - i. Bids submitted without or improper EMD
    - ii. Eligibility Criteria containing commercial details
    - iii. Bids received through Telex/Telegraphic/Fax/E-Mail/post etc. except, wherever required, shall not be considered for evaluation
    - iv. Bids which do not confirm unconditional validity of the bid as prescribed in the RFP
    - v. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the Tendering Process
    - vi. Information not furnished in the formats as per Annexure II: Forms in RFP and documents as per Form A.0: Bid Submission Checklist
    - vii. Any effort on the part of a Bidder to influence the Purchaser's bid evaluation, bid comparison or Contract award decisions
    - viii. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder
  - b. Technical Rejection Criteria
    - i. Technical Bid containing commercial details

- ii. Information not furnished in the formats as per Annexure II: Forms in RFP and documents as per Form A.0: Bid Submission Checklist
  - iii. Revelation of Prices in any form or by any reason before opening the Commercial Bid
  - iv. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect
  - v. Bidder not quoting for the complete Scope of Work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidder
  - vi. Bidders not complying with the functionality, specifications and other Terms and Conditions as stated in the RFP
  - vii. The Bidder not providing the undertaking as per Form A.11: Undertaking for NIL Deviations
  - viii. If the Bid does not conform to the timelines indicated in the Bid
  - ix. Bidder not scoring minimum marks as mentioned in the RFP
- c. Commercial Rejection Criteria
- i. Incomplete Commercial Bid
  - ii. Bids where the unit rate of the line item has not been quoted and for which only the total price has been mentioned
  - iii. Commercial Bids that do not conform to the RFP's Commercial Bid format
  - iv. Total price quoted by the Bidder does not include all statutory taxes and levies applicable
  - v. Arithmetical errors will be rectified on the following basis:
    - “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
    - If there is an arithmetic discrepancy in the commercial bid calculations, the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, bid may be rejected.
  - vi. If bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and shall not be considered

### 5.34 Fraud and Corrupt Practices

- 5.34.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Work Order and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the Work Order or the Contract, the Purchaser may reject a Bid, withdraw the Work Order, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Purchaser shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Purchaser under the Bidding Documents and/or the Contract, or otherwise.
- 5.34.2 Without prejudice to the rights of the Purchaser under above Clause and the rights and remedies which the Purchaser may have under the Work Order, or otherwise if a Bidder, as the case may be, is found by the Purchaser 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 Bidding Process, or after the issue of the Work Order or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be

5.34.3 For the purposes of the Clause 5.34– Fraud and Corrupt Practices, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Work Order or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical adviser of the Purchaser in relation to any matter concerning the Project;
- b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. “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 Bidding Process

## 5.35 Authentication of Bids

5.35.1 An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre- Qualification, Technical and Commercial Bids. Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.

### 5.36 Total Responsibility

- 5.36.1 Bidder should issue a statement undertaking total responsibility for the defect free Implementation and Maintenance of the proposed solution as per the format mentioned in Form A.10: Total Responsibility Certificate (Company Letter Head)

### 5.37 Site Visit

- 5.37.1 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. Also Bidders are advised to visit the site of DC and ascertain the scope of work and activities to be carried out at location for site preparation
- 5.37.2 The Purchaser shall arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Purchaser adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the Purchaser may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFP. Failure of a Bidder to make a site visit shall not be a cause for its disqualification.
- 5.37.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

## 6 Evaluation of Eligibility Criteria

1. In this part, the bid shall be reviewed for determining the compliance of the general conditions of the Contract and Eligibility Criteria as mentioned in the RFP.
2. Before opening and evaluation of their technical proposals, bidders are expected to meet all the conditions of the RFP and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting eligibility criteria are liable to be rejected summarily.
3. The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the RFP. The bids must be complete in all respects and should cover the entire Scope of Work as stipulated in the RFP. The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

Table 6-1 Eligibility Criteria

S. No.	Criteria	Documentary Evidence*
1.	<p>a. The Sole Bidder and each of Consortium members should be registered under Companies Act, 1956 or as amended or a LLP firm/Partnership firm under Partnership Act 1932.</p> <p>b. The Sole Bidder or the Lead Bidder in case of a Consortium should have completed at least 10 years of Operations in India as on bid submission date</p> <p>c. In case of Consortium, each member of the Consortium (other than the Lead Bidder) should have completed at least 5 years of operations in India as on bid submission date</p>	<p>i. Copy of Certification of Incorporation/Registration Certificate</p>
2.	<p>The Sole Bidder or the Lead Bidder in case of a Consortium should have an average annual turnover<sup>4</sup> of INR 300 Crores and positive net-worth<sup>5</sup> for the last three financial years (FY 2015-16, 2016-17 and 2017-18)</p> <p>In case of Consortium, each member of the Consortium (other than the Lead Bidder) should have an average annual turnover of INR 30</p>	<p>i. Audited financial statements for the last three financial years (FY 2015-16, 2016-17 and 2017-18)</p> <p>ii. Certificate from the Statutory Auditor on turnover details for the last three (3) financial years (FY 2015-16, 2016-17 and 2017-18)</p>

<sup>4</sup> As defined in Companies Act 2013 turnover means the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year;

<sup>5</sup> As defined in Companies Act 2013 net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation

S. No.	Criteria	Documentary Evidence*
	crores and positive net-worth for the last three financial years (FY 2015-16, 2016-17 and 2017-18)	iii. Certificate from the Statutory Auditor on positive net-worth for the last three (3) financial years (FY 2015-16, 2016-17 and 2017-18)
3.	<p>The Sole Bidder or any of Consortium members should have experience in India / Abroad of executing at least two (2) projects per business area in minimum of two (2) following "Specific Business Areas" out of which one (1) project should have been completed during the last 7 years as on bid submission date:</p> <p>a. Supply, Installation, Operations and Maintenance of City Wide video surveillance systems (including any two (2) out of the following sub-systems connected by IP network) with minimum value of INR 10 Crores</p> <ul style="list-style-type: none"> <li>• Video Analytics (Crowd Detection and People Counting in Camera View, Face Masking, Un-Attended Objects, Vehicle Count, Wrong way driving, Motion Detection, Congestion Detection)</li> <li>• ANPR Systems</li> <li>• Face Recognition System (FRS)</li> </ul> <p>Note: CCTV implementations at Transport hubs (such as Airports, Railway Stations, Harbour, Cargo Hub), Educational Institutions (such as Universities, Schools, Colleges), Industrial Houses, Manufacturing Plants, Residential Colonies etc. shall not be considered an experience for City-wide Video Surveillance Systems</p> <p>b. Design, Supply, Installation and Operations &amp; Maintenance of IT Infrastructure, networking equipment, storage backup equipment, servers and cyber-security (excluding auxiliary infrastructure such as desktops, printers, UPS, scanners) for at least Tier II or above Data Centre (certified by Uptime Institute for facility management</p>	<p>i. Work order OR Contract clearly highlighting the Scope of Work, Bill of Material and value of the Contract/order OR Self-certificate from the Bidder mentioning the Scope of Work, Bill of Material and value of the Contract/order, signed by authorised signatory of the Bidder for this bid Note: Bidder shall mention disclaimer under each Self-certificate that Bidder cannot submit Work Order or Contract due to NDA signed with respective client</p> <p>AND</p> <p>ii. Completion Certificate issued &amp; signed by the competent authority of the client entity on the entity's letterhead OR Copies of payments received against the work order/Purchase Order signed by the Statutory Auditor of the Bidder or any other document certifying the completion of the project</p> <p>Note: In case of a turnkey project comprising of application development and IT Infrastructure, the Bidder is required to submit a certificate from Statutory Auditor/ Company Secretary specifying the value of the respective business area</p>



S. No.	Criteria	Documentary Evidence*
	<p>and/or design) with minimum value of INR 10 Crores.</p> <p>Note: Bidders who have built their own Data Centre (DC) for commercial use shall be considered.</p> <p>c. Design, Installation and Operations &amp; Maintenance of Integrated Operations Centre / Command and Control Centre / City Operations Centre / City Surveillance Command Centre with integration of at least four (4) different smart elements / smart solutions using ICCC software platform (out of the following (9) smart elements / smart solutions) with minimum value of INR 10 Crores</p> <ul style="list-style-type: none"> <li>i. Parking Sensors / Intelligent Parking</li> <li>ii. Air Quality Monitoring Stations</li> <li>iii. Solid Waste Management</li> <li>iv. Intelligent Lighting systems / Smart LED street lights</li> <li>v. Public safety and Disaster Management</li> <li>vi. Tourism Information Centre</li> <li>vii. Real-time Air Monitoring</li> <li>viii. GPS based Vehicle Tracking systems</li> <li>ix. Variable Message Display (VMD) Board</li> </ul> <p>d. Leased Services of Network Bandwidth / Internet Connectivity (OFC network or Electronic components or both) for connecting different smart elements / smart solutions in city-wide / Campus-wide projects with minimum value of INR 5 Crores</p> <p>Note: The Lead Bidder (in case of consortium) should have experience in India / Abroad of executing at least two (2) projects in any one of the "Specific Business Areas" mentioned above at S. No. 1 and 2 out of which one (1) project should have been completed in the last 7 years as on bid submission date.</p>	
4.	The Sole Bidder or any of Consortium members, should jointly possess any three (3) of the below	The Sole Bidder or any of Consortium members:

S. No.	Criteria	Documentary Evidence*
	<p>certifications which are valid at the time of bidding:</p> <ul style="list-style-type: none"> <li>i. ISO 9001:2008/ ISO 9001:2015 for Quality Management System</li> <li>ii. ISO 14001:2015 for Environmental Management System</li> <li>iii. ISO 20000:2011 for IT Service Management</li> <li>iv. ISO 27001:2013 for Information Security Management System</li> <li>v. CMMi Level 3 or above for Capability Maturity Model Integration</li> </ul> <p>Note: Each member of the Consortium should possess minimum one (1) of the above valid certification</p>	<ul style="list-style-type: none"> <li>i. Copies of valid certificates AND For CMMi Level 3 or above</li> <li>ii. Copies of valid certificates OR In case the Bidder is in the process of re-certification of CMMi Level 3 or above; then the copy of expired certificate and present assessment certificate from duly authorised CMMi Auditor to be enclosed</li> </ul>
5.	<p>The Sole Bidder and each of Consortium members, should not have been black-listed for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice by any Central/ State Government as on bid submission date (during last three (3) years)</p>	<p>The Sole Bidder and each of Consortium members shall furnish an undertaking signed by CEO/ Country Head/ Authorized signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public as per format in Form A.7</p>
6.	<ul style="list-style-type: none"> <li>a. Specific Power of Attorney in favour of Authorised Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney for the Sole Bidder or the Lead Bidder in case of Consortium (on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized) who shall sign the Contract Agreement</li> <li>b. Specific Power of Attorney in favour of Authorised Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney for the Lead Bidder from each member of the Consortium (on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized) authorizing to sign the Contract Agreement on behalf of them</li> </ul>	<ul style="list-style-type: none"> <li>i. Specific Power of Attorney for the Sole Bidder or the Lead Bidder in case of Consortium to sign the Contract Agreement as per format in Form A.8</li> <li>ii. Specific Power of Attorney from each consortium member to the Lead Bidder authorizing to sign the Contract Agreement on behalf of them as per format in Form A.9</li> </ul>

S. No.	Criteria	Documentary Evidence*
7.	a. The Sole Bidder or the Lead Bidder shall have a project office in Amritsar or shall furnish an undertaking to establish an office in Amritsar within thirty (30) days of signing the Contract. The office shall be maintained during the entire duration of the contract.	i. Office address in Amritsar along with Shop Establishment Certificate  OR ii. Undertaking from authorized signatory to open office in Amritsar within thirty (30) days from Contract signing date.

\*Note: During Bid evaluation, if required ASCL may seek additional document(s) / clarification(s) from bidder. The bidder shall be required to provide written clarification on the queries within the stipulated timeframe failing which, ASCL shall have right do disregard the clarification and proceed with the evaluation as per the RFP terms and conditions

Consortium Criteria:

In case of consortium, the following conditions should be met by the members of the Consortium.

1. The Lead bidder cannot be a partner in more than one consortium. In case of consortium, no company shall be allowed to participate in more than one bid i.e. they should have exclusive partners (except for the Network Service Provider) in case it is observed that any consortium have a common partner then such consortiums shall stand disqualified and under no circumstances their bids shall be entertained.
2. In case of a consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU)/ agreement (duly registered) among all the members signed by the Chief Executives/ Authorized Signatories of the companies dated prior to the submission of the bid. The MoU/ consortium agreement shall clearly state the composition of the consortium who shall be the Lead bidder, the complete description of the partner and roles and responsibilities of the partners. The MoU/ agreement shall be exclusively for this project and shall be responsible in case of failure by any partner.
3. The consortium bid submitted without valid consortium agreement/ MoU shall be treated as non-responsive.
4. The respective holding of each Consortium Member confirms to the response made by the Consortium and accepted by the Purchaser as part of the Proposal and that the Lead member shall not hold less than 51% of such equity and other members of the Consortium shall hold not less than 15% (Fifteen Per cent) of such Equity during the Contract Period
5. In case of a consortium, the maximum of bidders should not be more than 3 bidders including the Lead bidder.
6. The bidder (Each member of the Consortium) shall have company registration certificate, registration under labour laws & contract act, valid sales tax registration certificate, GST number and Permanent Account Number (PAN) issued by income Tax department, Memorandum of Association and Article of Association (Copy of the same should be provided).
7. Attested copy of the company's annual report has to be attached along with the bid. Bidder should submit an undertaking that Bidder (or any member of the consortium) is as a

company/consortium and product quoted are not Blacklisted by any Central / State Govt. in India as on bid submission date.

8. The payments for the said project shall be released only in the name of Lead bidder.
9. The contract agreement shall be signed with all members of the Consortium. Members of the Consortium shall be jointly and severally liable to ASCL for the execution of the project in accordance with the terms of the bid document and a statement of this effect shall be included in the Memorandum of Understanding/ Consortium Agreement.

## 7 Evaluation of Technical Bids

1. Only those bidders who qualify all Eligibility Criteria requirements shall be qualified for technical bid evaluation
2. Technical presentation shall be a part of the process for evaluation of the bids
3. The ASCL reserves the right to reject a Product/Solution/Service if it is of an opinion that the offered product/service does not match the technical requirements/objectives specified in the RFP
4. The ASCL reserves the right to request bidder for Proof of Concept (PoC) or Technical Demo for the proposed technology/solution
5. The technical bid shall first be reviewed for determining the Compliance of the Technical bids with the RFP terms and conditions, Minimum/Mandatory Technical requirements and the Scope of Work as defined in this RFP
6. Any bid found to be non-compliant to the mandatory Technical Requirements, RFP terms and conditions and the Scope of Work shall be rejected and shall not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.
7. Bidders shall quote single make and model in the bid and no change shall be allowed during and after the signing of the contract and no request for change of make and model shall be allowed during the concurrency of the contract. Bidders shall submit the detailed Technical Specifications of both hardware and software quoted by them as a part of their technical bid. ASCL reserves right to ask for any additional specification for any hardware or software quoted by the Bidder.
8. Bidder is required to submit all the supporting documents as per the criteria mentioned in the RFP. ASCL reserves right to summarily reject any bid which does not contain all the mandatory supporting document or may ask bidder to resubmit documents, the decision of ASCL shall be final and binding in this regard.
9. A score would be given to each bidder by ASCL based on the scoring criteria mentioned below
10. Bids that are technically qualified would only be taken up for commercial evaluation
11. ASCL reserves the right to disqualify any bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified bidders shall not be entertained and shall be summarily rejected. ASCL shall not respond to any query raised by bidders seeking reasons for rejection of the bid.
12. Technical Bids shall then be evaluated for the following broad parameters:

Table 7-1 Technical Evaluation Criteria

S. No.	Criteria Category	Evaluation Criterion	Max Marks	Supporting Documents Required*
A	Bidder's profile (Max Marks: 10)			
A1	Average Annual Turnover of the Sole Bidder/Lead Bidder	<p>Average annual turnover over the last three financial years (2015-16, 2016-17 and 2017-18). Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> <li>• More than INR 500 Crores = 6 marks</li> <li>• More than INR 400 Crores – up to INR 500 Crores = 4 marks</li> <li>• &gt;= INR 300 Crores – up to 400 Crores = 2 marks</li> </ul>	6	i. Certificate from the Statutory Auditor on turnover details from the over the last three (3) financial years (FY 2015-16, 2016-17 and 2017-18)
A2	Manpower	<p>Full time employee on payroll of Sole bidder or as Consortium working in the business unit providing "IT/ITeS" as on bid submission date</p> <p>Marks shall be allotted as given below:</p> <p>In case of Sole Bidder</p> <p>Sole Bidder shall be allotted marks as given below:</p> <ul style="list-style-type: none"> <li>• More than 500 full-time employees = 4 Marks</li> <li>• Between 401-500 = 3 Marks</li> <li>• Between 301-400 = 2 Marks</li> <li>• Between 200-300 = 1 Marks</li> <li>• Less than 200 = 0 Marks</li> </ul> <p>In case of Consortium</p> <p>Lead Bidder shall be allotted marks as given below:</p> <ul style="list-style-type: none"> <li>• More than 400 full-time employees = 3 Marks</li> </ul>	4	i. Certificate from the Head of HR Department or equivalent on bidding entity's letter head countersigned by authorised signatory for this bid holding written specific power of attorney on stamp paper

S. No.	Criteria Category	Evaluation Criterion	Max Marks	Supporting Documents Required*
		<ul style="list-style-type: none"> <li>Between 251-400 = 2 Marks</li> <li>Between 100-250 = 1 Marks</li> <li>Less than 100 = 0 Marks</li> </ul> <p>Consortium members (jointly) marks shall be allotted as given below:</p> <ul style="list-style-type: none"> <li>More than 150 full-time employees = 1 Marks</li> <li>Between 51-150 = 0.5 Marks</li> <li>Less than 50 = 0 Marks</li> </ul>		
B	Project Experience (Max Marks: 50 / 10 Projects)			
Please Note: - 5 Marks shall be assigned against each project (maximum 3 projects to be shown against each category B1 to B4 below)				
B1	Supply, Installation, Operations and Maintenance of video surveillance systems	<p>The Sole Bidder or any of Consortium members should have experience in Supply, Installation, Operations and Maintenance of City Wide video surveillance systems (including any two (2) out of the following sub-systems connected by IP network) with minimum value of INR 10 Crores out of which one (1) project should have completed during last 7 years as on bid submission date</p> <ul style="list-style-type: none"> <li>Supply, Installation, Operations and Maintenance of City Wide video surveillance systems (including any two (2) out of the following sub-systems connected by IP network) with minimum value of INR 10 Crores</li> <li>Video Analytics (Crowd Detection and People Counting in Camera View, Face Masking, Un-Attended Objects, Vehicle Count, Wrong way driving, Motion Detection, Congestion Detection)</li> <li>ANPR Systems</li> </ul>	-	<p>i. Work order OR Contract clearly highlighting the Scope of Work, Bill of Material and value of the Contract/order OR Self-certificate from the Bidder mentioning the Scope of Work, Bill of Material and value of the Contract/order, signed by authorised signatory of the Bidder for this bid Note: Bidder shall mention disclaimer under each Self-certificate that Bidder cannot submit Work Order or Contract due to NDA signed with respective client AND</p>

S. No.	Criteria Category	Evaluation Criterion	Max Marks	Supporting Documents Required*
		<ul style="list-style-type: none"> <li>Face Recognition System (FRS)</li> </ul> <p>Note: CCTV implementations at Transport hubs (such as Airports, Railway Stations, Harbour, Cargo Hub), Educational Institutions (such as Universities, Schools, Colleges), Industrial Houses, Manufacturing Plants, Residential Colonies etc. shall not be considered an experience for City-wide Video Surveillance Systems</p>		ii. Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead OR Copies of payments received against the work order/Purchase Order, signed by the Statutory Auditor of the Bidder or any other document certifying the completion of the project
B2	Design, Supply, Installation and Operations & Maintenance of IT Infrastructure, networking equipment, storage backup equipment, servers and cyber-security (excluding auxiliary infrastructure such as desktops, printers, UPS, scanners)	<p>The Sole Bidder or any of Consortium members should have experience in Design, Supply, Installation and Operations &amp; Maintenance of IT Infrastructure, networking equipment, storage backup equipment, servers and cyber-security (excluding auxiliary infrastructure such as desktops, printers, UPS, scanners) for at least Tier II or above Data Centre (certified by Uptime Institute for facility management and/or design) with minimum value of INR 10 Crores out of which one (1) project should have been completed during last 7 years as on bid submission date.</p> <p>Note: Bidders who have built their own Data Centre (DC) for commercial use shall be considered.</p>	-	<p>Note: In case of a turnkey project comprising of application development and IT Infrastructure, the Bidder is required to submit a certificate from Statutory Auditor/ Company Secretary specifying the value of the respective business area</p>
B3	Design, Installation and Operations & Maintenance of Integrated Operations Centre / Command and Control Centre / City Operations Centre / City	<p>The Sole Bidder or any of Consortium members should have experience in Design, Installation and Operations &amp; Maintenance of Integrated Operations Centre / Command and Control Centre / City Operations Centre / City Surveillance Command Centre with integration of at</p>	-	



S. No.	Criteria Category	Evaluation Criterion	Max Marks	Supporting Documents Required*
	Surveillance Command Centre with integration of different smart elements / smart solutions	<p>least four (4) different smart elements / smart solutions using ICCC software platform (out of the following smart elements / smart solutions) with minimum value of INR 10 Crores out of which one (1) project should have been completed during last 7 years as on bid submission date</p> <ul style="list-style-type: none"> <li>• Parking Sensors / Intelligent Parking</li> <li>• Air Quality Monitoring Stations</li> <li>• Solid Waste Management</li> <li>• Intelligent Lighting systems / Smart LED street lights</li> <li>• Public safety and Disaster Management</li> <li>• Tourism Information Centre</li> <li>• Real-time Air Monitoring</li> <li>• GPS based Vehicle Tracking systems</li> <li>• Variable Message Display (VMD) Board</li> </ul>		
B4	Leased Services of Network Bandwidth / Internet Connectivity (OFC network or Electronic components or both) for connecting different smart elements / smart solutions in city-wide / Campus-wide	The Sole Bidder or any of Consortium members should have experience in leased services of Network Bandwidth / Internet Connectivity (OFC network or Electronic components or both) for connecting different smart elements / smart solutions in city-wide / Campus-wide projects with minimum value of INR 5 Crores out of which one project should have been completed during last 7 years as on bid submission date	-	
C	Approach & Methodology with proposed solution and Presentation (Max Marks: 10)			

S. No.	Criteria Category	Evaluation Criterion	Max Marks	Supporting Documents Required*
C1	Approach & Methodology	Demonstration of Bidder's understanding of the scope of work and all aspects of the Project	2	
		Project implementation plan / risk mitigation plan Strategy / SLA adherence plan	1	
		Operations and Maintenance plan	1	
		High Availability	1	
		Security Design	2	
		Future extensibility of solution and integration with data / video analytics	1	
C2	Presentation	Qualified bidders shall be called for presentation (Assessment to be based on a note covering all requirements as mentioned above & presentation made by the Bidder before the ASCL)	2	
<b>D</b>	<b>Proposed Resources for the Project (Max Marks: 30)</b>			
D1	Resources (for evaluation purpose)	Design, Development & Implementation Phase: 1. Project Manager: 6 marks 2. Technical Lead / Solution / Enterprise Architect: 3 marks 3. Security Expert: 3 marks 4. Video Analyst / IP Camera Surveillance Expert: 3 marks 5. EMS Expert: 3 marks 6. System Administrator: 3 marks 7. Network Administrator: 3 marks 8. Database Administrator: 3 marks 9. Software Developer (Full Stack Developer): 3 marks	30	

S. No.	Criteria Category	Evaluation Criterion	Max Marks	Supporting Documents Required*
		Note: All the proposed resources shall be full time employee of the Bidder.		

\*Note: During Bid evaluation, if required ASCL may seek additional document(s) / clarification(s) from bidder. The bidder shall be required to provide written clarification on the queries within the stipulated timeframe failing which, ASCL shall have right do disregard the clarification and proceed with the evaluation as per the RFP terms and conditions

The Technical Evaluation would be done for only those bidders, who comply with the eligibility criteria mentioned in Section 6 – Evaluation of Eligibility Criteria. The Evaluation Committee may invite only such qualified bidders to make a presentation as part of the technical evaluation.

Only those bids which have a minimum technical score of 70% of total marks and minimum 50% in each section of the Technical Evaluation as given in Table 7 – 2 Technical Evaluation Marks shall be considered qualified. However, ASCL reserves the right to lower the minimum required marks if none of the bidders achieves 70% of the total technical. The bid complied as per criteria mentioned above shall be evaluated as per the framework detailed below:

Table 7-2 Technical Evaluation Marks

S. No	Evaluation Criteria	Marks	Minimum Qualifying Marks
1.	Bidder's Profile	10	5
2.	Sole Bidder / Consortium Project Experience	50	25
3.	Approach & Methodology and Solution proposed	10	5
4.	Proposed Resources for the Project	30	15
	Technical Score	100	

Table 7-3 Evaluation of resources

S. No	Parameter	Weightage
1.	General Qualification and Professional Certifications	50 %
2.	Total Years of experience	20 %
3.	Years of relevant experience	30 %

1. If any experts get less than 60% marks then he need to be replaced at the time of negotiation
2. If any of the experts are unavailable for the extended validity period, the Bidder shall provide a written adequate justification and evidence satisfactory to ASCL together with the substitution request. In such a case, replacement expert shall have equal or better qualifications and experience than those of the originally proposed expert. The technical evaluation score, however, shall remain to be based on the evaluation of the CV of the original expert.
3. If the Bidder fails to provide a replacement expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to ASCL, such Proposal shall be rejected by ASCL
4. Except as ASCL may otherwise agree in writing and no changes shall be made in the experts without the prior consent of ASCL
5. A request for substitution of expert during the term of the Contract may be considered based on the Bidder's written request
6. ASCL may make a request in writing for the substitution of an expert with an equal or better qualification and experience. On receiving request, the Bidder shall provide substitution within 30 days of receipt of request for the respective expert.
7. In case any proposed resource resigns, then the Bidder has to inform ASCL within one week of such resignation and the Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the expert is not vacant at any point in time during the contract period, subject to reasonable extensions requested by the Bidder and its approval by ASCL

8. If ASCL finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or if ASCL determines that Bidder's personnel have engaged in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practices while performing the Work, the Bidder shall at ASCL's written request, provide a replacement for such personnel
9. The replacement of any personnel shall possess equivalent or better qualifications and experience and shall be approved by ASCL

#### Technical Bid Evaluation

The technical marks of a bidder shall be assigned to the bidder and it shall be awarded based on the Technical Evaluation Criteria as specified above. ASCL's decision in this regard shall be final & binding and no further discussion shall be held with the bidders.

Note: ASCL reserves the right to share the technical score of the qualified bidder with respective bidder only. After sharing of the technical score, the bidder shall be required to maintain strict confidentiality and the integrity of the technical scores shared with them by ASCL.

## 8 Evaluation of Commercial Bids

1. All the technically qualified bidders shall be notified to participate in Commercial Bid opening process
2. Bidders quoting unrealistic cost of items shall be summarily rejected by ASCL. Any bid found to have unsatisfactory response in the eligibility criteria as mentioned shall be rejected and shall not be considered for further evaluation.
3. The financial Bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the Financial Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Purchaser's discretion.
4. Commercial Bids that are not as per the provided format provided in Form A.22 shall be summarily rejected
5. The bidder that has quoted the lowest Total Cost (CAPEX + OPEX) shall be awarded the Contract. For the purpose of arriving at L1, prices inclusive of any applicable taxes and levies etc. shall be considered.
6. Arithmetical errors will be rectified on the following basis:  
"If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail"  
The bid price shall include all taxes and levies and shall be in Indian rupee and mentioned separately

In the event that two or more Bidders secure exactly the same Financial Quote in respect of the Project, then the Preferred Bidder shall be selected whose Technical Score is highest for the Project among such bidders having same Financial Quote.

### Note:

The rates quoted by the MSI shall be deemed to be inclusive of all the taxes, (including GST) levies, etc. including their variations as notified by the concerned authority from time to time, and also of all the new taxes and levies that may be imposed that the MSI shall have to pay for the performance of this Contract. The Purchaser shall perform such duties in regard to the deduction of such taxes at source as per applicable law.

Nothing in the Contract shall relieve the MSI from its responsibility to pay any tax that may be levied in India on profits made or otherwise by it in respect of the Contract."

The MSI shall comply with the proper bye-laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.

## 9 Annexure I: Manpower Details

For all other categories of manpower resources, except the Project Manager, the names & date of birth of proposed resources may be furnished by the Bidder at the time of Contract finalization.

However, the Bidder should furnish the project team details such as the qualifications, experience, certification and other details as per format given below along with detailed CVs as per the format specified in

S. No.	Role	Name of the Resource	Qualifications	Relevant Certifications	Overall IT Experience (Years)	Relevant experience in the respective role (Years)	Compliance (Yes/No)

Note: It is mandatory that the resource proposed for the Project Manager position should not change till the Go-Live of the Smart Solutions

### 1. Manpower/Resource Requirements for Operations & Maintenance of Smart Solutions in Amritsar City

S. No.	Role	Numbers X Shifts
1.	Project Manager - IT Infrastructure	1
2.	Technical Lead - IT Infrastructure	1
3.	System Admin- L2	1
4.	Network Admin- L2	1
5.	Security Specialist - L2	1
6.	DB Administrator - L2	1
7.	Video Analyst / IP Camera Surveillance Expert - L3 (Shifts)	1
8.	Software Developer (Full Stack Developer) - L3	1
9.	Support Engineer – L2 (Shifts)	1
10.	Electrical Maintenance Technician (Shifts)	1 X 3
11.	EMS, NMS and BMS Engineer - L2 (Shifts)	1 X 3
12.	Security Staff (Shifts)	1 X 3
13.	Help Desk - L1	1 X 3
14.	Operations & Maintenance Staff for field	2 X 3

## 1. Project Manager - IT Infrastructure

S. No.	Description
1.	B.E./B. Tech. / M.Tech degree with MBA from a recognised university
2.	Minimum 12 years of experience in IT infrastructure/ Data Centre / Smart City Solutions / Surveillance out of which at least 6 years of experience of leading large ICT implementation projects as a Project Manager
3.	Should have experience of working in Government sector with minimum of 2 of leading large IT infrastructure / Data Centre / Smart City Solutions / Surveillance projects of similar scale.
4.	Should possess Industry accredited certifications like PMP or Prince 2 certified

Note: It is presumed that Project Manager has considerable and reasonable executing powers to take informed decisions for smooth delivery of the Project

## 2. Technical Lead – IT Infrastructure

S. No.	Description
1.	B.E./ B. Tech. / M.Tech with MBA degree from a recognised university
2.	Minimum 10 years of experience in IT infrastructure out of which at least 5 years of experience in Data Centre / Smart City Solutions / Surveillance projects
3.	Should have experience of working in Government sector as Technical lead in minimum 2 projects in IT infrastructure / Data Centre / Smart City Solutions / Surveillance
4.	Industry accredited certifications like MCSE, MSCD, CCNA or certifications from OEM products

## 3. System Admin- L2

S. No.	Description
1.	B.E./B. Tech./ M.Tech degree from a recognized university
2.	Minimum 6 years of IT experience out of which 3 years of experience as System Administrator
3.	Microsoft Certification (MCSE), RHCE or similar certifications in System Administration tools/platforms/OS specifically used in this project
4.	Experience of installation, configuration, Management and Monitoring of Windows/Linux based Servers with high availability solutions like clustering / load balancing of servers, Server Virtualization (using Hyper-V/VMware /Open Source)



S. No.	Description
5.	<p>Knowledge of IIS Web Server for successful running &amp; administering WWW, FTP, SMTP etc. services on production environment. Databases like MS SQL/MySQL/Maria DB/PostgreSQL/Oracle etc. connectivity for applications running on Web/App servers.</p> <p>Or</p> <p>Knowledge of Apache Web Server, Tomcat &amp; JBoss Application Server for successful running &amp; administering WWW, FTP, and SMTP etc. services on production environment. Databases like MySQL/Maria DB/PostgreSQL/Oracle etc. connectivity for applications running on Web/App servers.</p> <p>Or</p> <p>Knowledge of DAMP (Drupal + Apache + MySQL + PHP) setup, Operations &amp; Maintenance for Drupal related server administration covering administering WWW, FTP, SMTP etc. services on production environment. Databases like MySQL/Maria DB/PostgreSQL/Oracle etc. connectivity for applications running on Web/App servers.</p>

#### 4. Network Administrator - L2

S. No.	Description
1.	B.E./B. Tech. / M. Tech degree from a recognized university
2.	Minimum 6 years of IT experience out of which 3 years of experience as Network Administrator
3.	Must have knowledge of switching, routing, QoS, OSPF, BGP, NAT, Virtual Networks, Net Flow, etc.
4.	Must have sound knowledge of network administration, shell scripting, python, ansible, puppet, Application load balancing, routing, IP tables, HTTP/HTTPS, SSL offloading, web-server, TCP multiplexing, etc.
5.	Industry accredited certifications like CCNA / CCNP or certifications from OEM products

#### 5. Security Specialist - L2

S. No.	Description
1.	B.E./B. Tech./ M. Tech degree from a recognized university
2.	Minimum 6 years of IT experience out of which at least 3 years of experience as a Security Expert
3.	Certified Security Professional with at least one of the certification, namely, a) ECSA

S. No.	Description
	b) CEH c) CISA d) CISSP e) OEM certification in security
4.	Knowledge of configuration, operations, troubleshooting and resolution of network security appliances such as firewall, IPS, DDoS, SIEM, Anti-Virus, Patch Management, Application firewall etc.

## 6. DB Administrator - L2

S. No.	Description
1.	B.E./B. Tech. / M. Tech degree from a recognized university
2.	Minimum 6 years of IT experience out of which 3 years of experience as Database Administrator
3.	Certification in Database Administration
4.	Experience of installation, configuration, Management and Monitoring of Windows based Database software i.e. MS SQL Database Server with high availability solutions like clustering/Mirroring of servers. Creation & Management of database accounts, Backups/log-shipping.  Or Experience of installation & configuration of Linux based MySQL/PostgreSQL/Oracle Database/application Server software with high availability solutions like Clustering/load balancing/log-shipping of servers
5.	Extensive Knowledge of administration and management of Windows /Linux based Database Servers. Knowledge of related/dependent OS services.
6.	Knowledge of IIS/Apache/Tomcat Web Server for http services etc. for integration with Web/Application Server

## 7. Video Analyst / IP camera Surveillance Expert - L3

S. No.	Description
1.	B.E./B. Tech. / M. Tech degree from a recognized university
2.	Minimum 6 years of IT experience out of which 3 years of hands on experience in IP Camera Surveillance/ Video Analytics
3.	Must have sound knowledge of Video Analytics, IP Camera Surveillance, video storage & archiving, command/control display technologies and general Security system principles and practices

S. No.	Description
4.	Must have sound knowledge of WAN, LAN, firewall, network switch technologies and video transmission on IP networks.

## 8. Software Developer (Full Stack Developer) - L3

S. No.	Description
1.	B.E./B. Tech. / M. Tech degree from a recognized university
2.	Minimum 8 years' experience as a Full Stack Developer with experience in middleware, database integration and front-end development
3.	Industry accredited certifications like MCSD, Oracle Certified Expert/Professional
4.	Should have minimum 1-year experience on projects related to ICCC command control software
5.	Should have more than 3 years of experience in middleware integration projects and API based integration

## 9. Support Engineer – L2

S. No.	Description
1.	B.E./B. Tech. / M. Tech from a recognized university
2.	Minimum 3 years of experience out of which 2 years in L2 computer hardware and software support/LAN/servers/storage/video walls surveillance/IT help desk support/Video conference

## 10. Electrical Maintenance Technician

S. No.	Description
1.	Diploma in Electrical Engineering from a recognized university
2.	Minimum 6 years of experience in maintenance electrical substation, distribution, UPS, DG, other electrical systems
3.	Must have knowledge of basic computer word, excel and BMS software and integration

## 11. EMS, NMS and BMS Support Engineer – L2

S. No.	Description
1.	Bachelor's degree in an engineering discipline or equivalent from a recognized university

S. No.	Description
2.	Minimum 3 years of experience in EMS, NMS & BMS solutions for data centre by managing and monitoring servers, database, network, security components and their SLA monitoring
3.	Must have knowledge of computer word, excel and incident management.

## 12. Helpdesk Staff

S. No.	Description
1.	Diploma from a recognized university
2.	Minimum 3 years of experience in IT Helpdesk functions with proficiency in Hindi, English and Punjabi
3.	Must have knowledge of basic computer word, excel, Helpdesk software and Incident Management

## 13. Security Staff

S. No.	Description
1.	Diploma from a recognized university or 12th standard pass
2.	Should have completed security services related training for 1 month

## 14. Operations and Maintenance Staff for field

S. No.	Description
1.	Diploma from a recognized university
2.	Minimum 3 years of experience in implementation/O & M with proficiency in Hindi, English and Punjabi

## 10 Annexure II: Forms

### 10.1 Form A.0: Bid Submission Checklist

1. The following Checklist is intended to help the Bidders in submitting Proposals which are complete. Incomplete Proposals are liable to be rejected. Bidders are advised to go through the list carefully and submit Proposals complete in all respect.
2. Bidders are also required to submit this Checklist, duly completed, along with their Proposal.
3. Any other documents required as per any other clauses of the RFP Documents shall be submitted along with the Proposal even if not indicated in the following checklist.
4. Proposal Checklist:

S. No.	RFP Reference	Description	Format	Documentary Evidence Enclosed	Proposal Reference Section and Page No.
Eligibility Criteria					
1.	Not Applicable	Bid Submission Checklist	Form A.0		
2.	Section 5.17 Earnest Money Deposit (EMD)	EMD in the form of Refundable & Irrevocable Bank Guarantee	Form A.1		
3.	Not Applicable	Eligibility Criteria Covering Letter	Form A.2		
4.	Not Applicable	Non-Disclosure Agreement	Form A.3		
5.	Table 6 -1 Eligibility Criteria, S. No 1	Certificate of Incorporation/Registration Certificate for the Lead Bidder and each of the consortium member	Not Applicable		
6.	Table 6 -1 Eligibility Criteria, S. No 1	Consortium Agreement	Form A.4		
7.	Table 6 -1 Eligibility Criteria, S. No 2	Turnover and Net Worth Certificates for the Lead Bidder and each of the consortium member	Form A.5 and Audited financial statements for the last three financial years (FY 2015-16,		

S. No.	RFP Reference	Description	Format	Documentary Evidence Enclosed	Proposal Reference Section and Page No.
			2016-17 and 2017-18)		
8.	Table 6 -1 Eligibility Criteria, S. No 3	Past Experience in the form of Project Citation / Case Studies	Form A.6 and Supporting documents as listed in the Table 6 -1 Pre-Qualification Criteria, S. No 3		
9.	Table 6 -1 Eligibility Criteria, S. No 4	Copy of the valid industry certifications	Not Applicable		
10.	Table 6 -1 Eligibility Criteria, S. No 5	Undertakings for non-black listing from the Lead Bidder and each of the consortium member	Form A.7 to be furnished by all members of consortium		
11.	Table 6 -1 Eligibility Criteria, S. No 6	Format for Power of Attorney executed in favour of the Authorized Signatory	Form A.8		
12.	Table 6 -1 Eligibility Criteria, S. No 6	Format for Power of Attorney for Partners In-charge / Lead Bidder of Consortium	Form A.9		
13.	Table 6 -1 Eligibility Criteria, S. No 7	Office address in Amritsar along with Shop Establishment Certificate OR Undertaking to open an office in Amritsar	Not Applicable		
14.	Not Applicable	Total Responsibility Certificate	Form A.10		
15.	Not Applicable	Undertaking for NIL Deviation	Form A.11 to be furnished by all members of consortium		

S. No.	RFP Reference	Description	Format	Documentary Evidence Enclosed	Proposal Reference Section and Page No.
16.	Not Applicable	Conflict of Interest	Form A.12 to be furnished by all members of consortium		
17.	Not Applicable	Disclosure of Court Cases	Form A.13 to be furnished by all members of consortium		
<b>Technical Bid</b>					
18.	Not Applicable	Technical Bid Cover Letter (Company Letter head)	Form A.14		
19.	Table 7-1 Technical Evaluation Criteria, A1	Turnover and Net Worth Certificates for the Lead Bidder	Form A.5 and Audited financial statements for the last three financial years (FY 2015-16, 2016-17 and 2017-18)		
20.	Table 7-1 Technical Evaluation Criteria, A2	Undertaking for number of Full time manpower from Lead Bidder and each of the consortium member	Certificate from the Head of HR Department or equivalent on bidding entity's letter head countersigned by authorized signatory to be furnished by all members of consortium		
21.	Table 7-1 Technical Evaluation	Past Experience in the form of Project Citation / Case Studies	Form A.6 and		

S. No.	RFP Reference	Description	Format	Documentary Evidence Enclosed	Proposal Reference Section and Page No.
	Criteria, B1, B2, B3 and B4		supporting documents as listed in the Table 7-1 Technical Evaluation Criteria, B1, B2, B3 and B4		
22.	Table 7-1 Technical Evaluation Criteria, C1	Approach, Methodology and Solution Proposed with Work Plan and Staffing Schedule	Form A.15		
23.	Table 7-1 Technical Evaluation Criteria, D1	CV for proposed Project Team (Design, Development & Implementation and Operations & Maintenance Phase)	Form A.16		
24.	Table 7-1 Technical Evaluation Criteria, D1	Manpower Details (Design, Development & Implementation and Operations & Maintenance Phase)	Form A.17		
25.	Not Applicable	Manufacturer's Authorization Format (MAF) from OEM	Form A.18		
26.	Not Applicable	Technical Specifications of all the hardware and software	Form A.19		
27.	Not Applicable	Undertaking on Change Request (Company Letter Head)	Form A.20		
Commercial Bid					
28.	Section 8. Evaluation of Commercial Bids	Commercial Bid Letter (Company Letter head)	Form A.21		



S. No.	RFP Reference	Description	Format	Documentary Evidence Enclosed	Proposal Reference Section and Page No.
29.	Section 8. Evaluation of Commercial Bids	Commercial Bid	Form A.22		

## 10.2 Form A.1: Draft Format for EMD in the form of Bank Guarantee

(To be issued by a Bank)

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2<sup>nd</sup> Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

In consideration of Amritsar Smart City Limited (ASCL) (hereinafter referred to as the 'owner', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having agreed to give responsibility to <Name of the Bidder> having its office at <Registered Office Address> (herein referred to as the 'vendor' for providing Services as under the RFP Reference Number which expression unless repugnant to the context or meaning thereof, includes its successors, administrators and assigns) and the said <Name of the Bidder> having unequivocally accepted to act as per the terms of the contract. And whereas, it is mandatory for the vendor, under the terms of contract to provide security deposit in the form of bank guarantee.

We, ....., (hereinafter referred to as the 'bank', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) to hereby guarantee and undertake to pay the owner, immediately on demand any or all monies payable by the vendor to the extent of INR. 2,00,00,000/- (Rupees Two Crores only) as aforesaid at any time up to <DD/MM/YYYY>. Without any demur, reservation, contest, recourse or protest and/or without any reference to the vendor. Any such demand by the owner to the bank shall be conclusive and binding notwithstanding any difference between the owner and the vendor or any dispute pending before any court, tribunal, arbitrator or any other authority. We agree that the guarantee herein shall be irrevocable and shall continue to be enforceable till the owner discharges this guarantee or till <DD/MM/YYYY> whichever is earlier.

The owner shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to vary or to extend the time for performance of the agreement by the vendor. The owner shall have the fullest liberty this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which might have against the vendor and to exercise the same at any time any manner, and either to enforce or to forbear to enforce any convenience, contained or implied, in the agreement between the owner and the vendor, any other course or remedy or security available to the owner. The bank shall not be relieved of its obligations under these present by any exercises by the owner of its liberty with reference to the matters aforesaid or nay of them or by reason of any other act or forbearance or other act of omission or commission on the part of the owner or any other indulgency shown by the owner or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the bank.

The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the bank as principal debtor, in the first instance without proceeding against the vendor and not withstanding any security or other guarantee that the owner may have in relation to the vendor's liabilities.

This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

1. Our liability under this bank guarantee shall not exceed INR 2,00,00,000/- (Rupees Two Crores only)
2. This bank guarantee shall be valid up to <DD/MM/YYYY>
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before <DD/MM/YYYY> before hh:mm hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

### 10.3 Form A.2: Eligibility Criteria Cover Letter (Company Letter Head)

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2<sup>nd</sup> Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

Sub: Submission of the response to the RFP No <> dated <> for Selection of MSI for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City

Dear Sir,

We, the undersigned, offer to provide Implementation & Maintenance of Smart Solutions in Amritsar in response to the Request for Proposal dated <insert RFP date> and RFP No <insert RFP no> for "Selection of MSI for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City". We are hereby submitting our Proposal, which includes this Eligibility Criteria, Technical Bid and the Commercial Bid in separate covers.

We hereby declare that all the information and statements made in this eligibility criteria are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/addendum(s).

We confirm that we have read the RFP document and have no reservation in accepting the provisions of the RFP, General Conditions of Contract, Scope of Work. We undertake that we have no deviations to the terms and conditions of the RFP and related corrigendum(s)/addendum(s). At later date, if any deviation is observed, it shall stand withdrawn. We would hold the terms of our bid valid for 180 days as stipulated in the RFP.

We hereby undertake that in case the contract is awarded to us, we shall submit the PBG as per RFP terms and conditions. We hereby declare that our bid is made in good faith, without collusion or fraudulent intent.

We hereby declare that as per RFP requirement, we have not been black-listed/debarred by any Central/State Government during last three (3) years.

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

The information contained in the Proposal is true and correct to our best knowledge and belief.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## 10.4 Form A.3: Non-Disclosure Agreement

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

[Bidder Name and Address]

Subject: System Integration services for “Implementation and Maintenance of Smart Solutions (Phase – I) in Amritsar”

We write to confirm the agreed terms in respect of the confidentiality and non-disclosure of information that we shall each, as a disclosing party, be making available to the other, as a receiving party.

Each party shall be providing the other with access to certain information which has been designated as confidential information, and which relates to the business, clients, customers, products, methodologies and working practices of the disclosing party (“the Information”). This Information may be disclosed either in writing, orally (oral information to be confirmed in writing within 3 days of its disclosure) or by access to computer systems or data. In consideration for the disclosing party granting this access to the Information, the receiving party agrees that:

1. Subject to clause 7 below, the receiving party shall keep the Information strictly confidential and shall not disclose it to any third party (except as set out below) without the prior written consent of the disclosing party.
2. The Information shall only be disclosed to those employees of the receiving party who need to know for the proper performance of their duties in relation to the project, and then only to the extent reasonably necessary. The receiving party shall take appropriate steps to ensure that all employees to whom access to the Information is given are aware of its confidentiality and agree to be bound by restrictions no less onerous than the terms contained in this letter.
3. The Information disclosed to the receiving party shall be used solely for the purpose of sharing technical and commercial information pertaining to the “Implementation and Maintenance of Smart Solutions (Phase - I) in Amritsar”.
4. Each party shall comply with the obligations set out herein and the obligation of the party shall terminate upon the earlier of (a) the expiry of thirty six months from the date hereof, or (b) the execution of a definitive agreement between the parties in furtherance of the Purpose
5. The receiving party shall establish and maintain reasonable security measures to provide for the safe custody of the Information and to prevent unauthorised access to it.
6. On the termination of the receiving party’s involvement in the above project, and upon being requested to do so, the receiving party shall either return the Information disclosed to it or destroy/ delete the same from its servers/ possession, including all copies thereof, within a reasonable period, subject only to the extent necessary for the maintenance of proper professional records. Such destruction has to be certified by the authorised officer of the company supervising the destruction.
7. The obligations set out above shall not apply to any Information which:
  - a. is or becomes publicly available other than through a breach of this agreement;
  - b. is already in the possession of the receiving party without any obligation of confidentiality;
  - c. is obtained by the receiving party from a third party without any obligation of confidentiality;
  - d. is independently developed by the receiving party outside the scope of this agreement; or

- e. the receiving party is required to disclose by any legal or professional obligation or by order of any regulatory authority.
8. The receiving party acknowledges that the disclosing party retains the copyright and all intellectual property rights in the Information and that the receiving party may not copy, adapt, modify or amend any part of the Information or otherwise deal with any part of the Information except with the prior express written authority of the disclosing party.
9. This agreement shall be governed by, and construed in accordance with, the Laws of India and the High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction.

We should be grateful if you would also acknowledge your agreement to these terms by signing the copy of this letter where indicated, and returning it to us.

Yours faithfully,

For Amritsar Smart City Limited

We agree to the above terms regulating the disclosure of the Information.

Name of the Official

Designation

For and on behalf of Bidder

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## 10.5 Form A.4: Consortium Agreement

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

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

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 or as amended or a LLP firm/Partnership firm under Partnership Act 1932 and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. [Name of company], a company incorporated under the Companies Act, 1956 or as amended or a LLP firm/Partnership firm under Partnership Act 1932 and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

3. [Name of company], a company incorporated under the Companies Act, 1956 or as amended or a LLP firm/Partnership firm under Partnership Act 1932 and having its registered office at [registered address] (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

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

WHEREAS,

- a) Amritsar Smart City Limited (ASCL), a SPV Company incorporated under the Companies Act, 2013 for implementing Smart City Projects in Amritsar under Smart City Mission of Urban Development (MoHUA), Govt. of India and having its principal place of business at 2<sup>nd</sup> Floor, SCO 21, District Shopping Complex, Ranjit Avenue, B-Block, Amritsar (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Proposal") by its Request for Proposal dated [date] (the "RFP") for Selection of MSI for Implementation and Maintenance of Smart Solution (Phase - I) in Amritsar City.
- b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- c) It is a necessary condition under the Project that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal

NOW IT IS HEREBY AGREED as follows:

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



Agreement that:

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

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

## SIGNED, SEALED &amp; DELIVERED

For and on behalf of

PARTNER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

## SIGNED, SEALED &amp; DELIVERED

For and on behalf of

SECOND PART (PARTNER 1) by:

[Signature]

[Name]

[Designation]

[Address]

## SIGNED, SEALED &amp; DELIVERED

For and on behalf of

THIRD PART (PARTNER 2) by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

[Signature, name and address of witness 1]

[Signature, name and address of witness 2]

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all partners.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

## 10.6 Form A.5: Turnover and Net worth Certificate

S. No.	Financial Year	Annual Turnover (INR Crores)	Average Annual Turnover (INR Crores)
1.	Financial Year 2015-16		
2.	Financial Year 2016-17		
3.	Financial Year 2017-18		

Note: The audited Financial Statements for the corresponding years have to be enclosed.

S. No.	Financial Year	Net Worth (INR Crores)
1.	Financial Year 2015-16	
2.	Financial Year 2016-17	
3.	Financial Year 2017-18	

Note: The audited Financial Statements for the corresponding years have to be enclosed.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

## 10.7 Form A.6: Format for Project Citation / Case Studies

General Information	
Name of the Project	
Client for which the Project was executed	
Name and contact details of the client	
Project Details	
Description of the Project	
Scope of services	
Relevance to the current Project	
Outcomes of the Project	
Other Details	
Total cost of the Project	
Total cost of the services provided by the Bidder	
Duration of the Project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the completion of the Projects (if any)	
Copy of Work Order/ Apostle <sup>*</sup> / Agreement/ Client Certificate or self-certificate from authorized signatory	

Note: \* indicates documents requirement for International projects

### 10.8 Form A.7: Format for undertaking of for non-blacklisting

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

(Insert Bidder Name) have not been blacklisted/debarred by any Central/ State Government and also have not been under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice with any Indian Central/ State Government in last three (3) years.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

\*In case of a consortium, each of the consortium members shall submit above undertaking separately

## 10.9 Form A.8: Format for Power of Attorney

<To be executed in favour of the Authorized Signatory>

It is clarified that the Bidder may submit the Power of Attorney in their own format clearly stating that the person is authorized to sign on behalf of the bidder. It is also clarified that the "Letter of Authorization" is to be read as "Power of Attorney".

(To be executed by Sole / Lead Bidder (in case of consortium) on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

Know all men by these presents, We, [Insert full legal name of the bidding entity], having registered office at [Insert registered office address] (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize [Insert full name of authorized signatory] son of [Insert father's name] presently residing at [Insert address of authorized signatory] who is presently employed with us and holding the position of [Insert position/designation of the authorized signatory] as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our proposal in response to the RFP bearing number \_\_\_\_\_ for '<RFP Name>' dated \_\_\_\_\_, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Amritsar Smart City Limited (hereinafter referred to as the "ASCL"), representing us in all matters before the ASCL, signing and execution of all contracts and undertakings/declarations consequent to acceptance of our Proposal and generally dealing with the ASCL in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us till the execution of appropriate Agreement/s with the ASCL.

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

IN WITNESS THEREOF WE, \_\_\_\_\_ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_, 2018

For \_\_\_\_\_

(Signature, name, designation and address)

[Please put company seal if required]

[Notarize the signatures]

Witness 1:

Name:

Designation:

Address:

Signature:

Witness 2:

Name:

Designation:

Address:

Signature:

## 10.10 Form A.9: Format for Power of Attorney for Partners In-charge / Lead Bidder of Consortium

(To be executed by all members of consortium on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

Whereas Amritsar Smart City Limited (the “Client”) has invited proposals from Bidders for selection of MSI for [name of assignment] being developed under Amritsar Smart City Limited (ASCL) Project, (the “Project”).

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

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

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

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

SIGNED, SEALED & DELIVERED

For and on behalf of

LEAD BIDDER / PARTNER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART (PARTNER 1) by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD PART (PARTNER 2) by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

[Signature, name and address of witness]

[Signature, name and address of witness]



### 10.11 Form A.10: Total Responsibility Certificate (Company Letter Head)

This is to certify that we <Lead Bidder> undertakes the total responsibility for the defect free Implementation and Maintenance of Smart Solutions (Phase I) in Amritsar City as per the requirements of the RFP.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## 10.12 Form A.11: Undertaking for NIL Deviations (Company Letter Head)

(To be executed by all members of consortium)

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2<sup>nd</sup> Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

Sub: Submission of the response to the RFP No <> dated <> for Selection of MSI for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City

Dear Sir,

We, the undersigned, offer to provide Implementation & Maintenance of Smart Solutions (Phase I) in response to the Request for Proposal dated <insert RFP date> and RFP No <insert RFP no.> for "Selection of MSI for Implementation & Maintenance of Smart solutions (Phase - I) in Amritsar City".

We are hereby certify & confirm that:

- I. We have read and understood all the requirements including Terms & Conditions of the RFP under reference
- II. We accept and undertake to comply with all the requirements including terms & conditions specified in the RFP under reference
- III. We hereby provide full & unconditional compliance to all Clauses, Sub clauses, Annexures & subsequent Addenda, Corrigenda, Amendments including but not limited to General Conditions of the Contract, Special Conditions of the Contract (if any), Scope of Work, Functional and Technical Specifications, Operations and Maintenance (O&M) Phase as stated in the RFP under the reference
- IV. We undertake to supply any additional component (over and above the quoted BoQ) that may be required to fulfil the requirements & Compliance of the RFP under Reference, in totality, and such additional components shall have no incremental impact on "Time and/or Commercial Terms, Price & Cost to the Purchaser"

We hereby declare NIL deviation to RFP under Reference. This NIL deviation undertaking supersedes all deviations/observations/remarks/comments, if any, in our Proposal, without any prejudice to the Purchaser.

At a later date, if any deviation is observed in our Proposal with respect to Tender under Reference, the same shall stand withdrawn at no additional implication & impact in terms of "Time and/or Commercial Terms, Price & Cost to the Purchaser".

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

### 10.13 Form A.12: Conflict of Interest (Company Letter head)

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2<sup>nd</sup> Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

Sub: Undertaking on Conflict of Interest regarding for Selection of MSI for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City

Dear Sir,

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with ASCL.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold ASCL harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by ASCL and/or its representatives subjected to the Volume III: Clause 1.43 - Limitation of the Bidder's Liability towards the Purchaser, if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## 10.14 Form A.13: Disclosure of Court Cases

Pending Litigation			
Year	Matter in Dispute	Value of Pending Claim in INR (if any)	Value of Pending Claim as a percentage of Net Worth (if any)

The information of pending litigation mentioned above is true and correct to our best knowledge and belief.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## 10.15 Form A.14: Technical Bid Cover Letter (Company Letter head)

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2nd Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

Sub: Submission of the response to the RFP No <> dated <> for Selection of MSI for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City

Dear Sir,

We, the undersigned, offer to provide Implementation & Maintenance of Smart Solutions in response to the Request for Proposal dated <insert RFP date> and RFP No <insert RFP no.> for "Selection of MSI for Implementation & Maintenance of Smart solutions (Phase - I) in Amritsar City". We are hereby submitting our Proposal, which includes Eligibility Criteria, Technical Bid and the Commercial Bid in separate covers.

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/addendum(s).

We confirm that we have read the RFP document and have no reservation in accepting the provisions of the RFP, General Conditions of Contract, Scope of Work. We undertake that we have no deviations to the terms and conditions of the RFP and related corrigendum(s)/addendum(s). At later date, if any deviation is observed, it shall stand withdrawn. We would hold the terms of our bid valid for 180 days as stipulated in the RFP.

We hereby undertake that in case the contract is awarded to us, we shall submit the PBG as per RFP terms and conditions.

We hereby declare that our bid is made in good faith, without collusion or fraudulent intent.

We hereby declare that as per RFP requirement, we have not been black-listed/debarred by any Central/State Government during last three (3) years.

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

The information contained in the Proposal is true and correct to our best knowledge and belief.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## 10.16 Form A.15: Approach, Methodology & Solution with Work Plan and Staffing Schedule

A description of the Approach, Methodology & Solution with work plan and staffing schedule for performing the assignment, including a detailed description of the proposed methodology.

{Suggested structure of your Technical Proposal:

- a) Approach, Methodology & Solution Proposed: {Please explain your understanding of the objectives of the assignment as outlined in the Scope of Services, the technical approach, the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the Scope of Services in here.}
- b) Work Plan: {The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the Scope of Services and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) Staffing Schedule: {Please describe the structure and composition of your team, including the list of all Experts and relevant technical and administrative support staff}

Note: Please enclose detail for category a, b and c separately (to be provided by the bidder in their own format)

## 10.17 Form A.16: CV Format for proposed Project Team

1.	Proposed Position				
2.	Name of Firm				
3.	Name of Expert				
4.	Citizenship				
5.	Education				
6.	Membership in Professional Associations (Professional Certifications)				
7.	Countries of Work Experience				
Language Skills (mark Excellent/ Good/ Average)		Language	Read	Write	Speak
		English			
		Hindi			
		<Add language>			
8.	Employment Records				
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
9.	Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned				
Project Name					
Year					
Location					
Client					
Main project Features					
Position Held					
Activities Performed:					
Expert's contact information					
e-mail:					
Phone:					
Certification:					
I, the undersigned, certify that to the best of my knowledge and belief that					
<ul style="list-style-type: none"> <li>• This CV correctly describes my qualifications and my experience</li> <li>• I was not part of the team who wrote the Scope of Work for this RFP</li> <li>• I understand that any wilful mis-statement described herein may lead to my disqualification or dismissal, if engaged</li> </ul>					
Name of Expert:		Signature		Date:	

## 10.18 Form A.17: Format for Manpower Details

S. No.	Role	Name of Resource	Qualification	Overall Experience (Years)	Relevant Experience In respective role (Years)	Compliance (Yes / No)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						



## 10.19 Form A.18: Manufacturer's Authorization Format (MAF) from OEM

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2nd Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

Sub: Manufacturer Authorization Letter for RFP No <> dated <> for Selection of MSI for Implementation and Maintenance of Smart Solutions (Phase - I) in Amritsar City

Dear Sir,

We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by <Bidder Name> having their registered office at <Bidder address>, hereinafter referred to as Bidder.

We <OEM Name> authorize <Bidder's name> to quote our product for above mentioned tender as our Authorized Indian Agent.

We confirm that we have understood the delivery & installation time lines defined in the RFP. We confirm that we have worked out all necessary logistics and pricing agreement with <bidder name>, and there won't be any delay in delivery, installation and support due to any delay from our side. Our full support as per pre-purchased support Contract is extended in all respects for supply, warranty and maintenance of our products. We also ensure to provide the required spares and service support as pre-purchased for the supplied equipment for Contract Term. In case of any difficulties in logging complaint at bidder end, user shall have option to log complaint at our call support centre.

We also undertake that in case of default in execution of this tender by Bidder, we shall provide necessary support to ASCL in identifying another authorized partner with similar certifications/ capabilities and extend support to the new partner in accordance with OEM's agreement with the new partner. In case Bidder is unable to fulfil the obligations given under this RFP, OEM shall be responsible to replace the Bidder with an alternate Indian Authorized agent to facilitate ASCL to get the requisite work done. OEM shall also ensure that the alternate Indian Authorized Agent in this case shall abide by all the terms and conditions laid down under this tender and during the empanelment of the Bidder for the quoted OEM products.

For all the CCTV Cameras supplied MAC address of the cameras should be in the name of the CCTV OEM company supplying the cameras

If any product is declared end of sale, we shall proactively ensure that a suitable equivalent or higher roll over product is offered through the existing Bidder to ASCL for due approval, empanelment and order executions thereafter.

We understand that any false information/ commitment provided here may result in <OEM's Name> getting debarred from doing business with ASCL.

Yours sincerely,

For <OEM/ Manufacturer name>

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Note:

- The letter should be submitted on the letter head of the Manufacturer/ OEM and should be signed by the authorized signatory
- Any deviation would lead to summarily rejection of bids

## 10.20 Form A.19: Technical Specifications for Hardware and Software

S. No.	Hardware / Software Equipment	Specification	Compliance (Yes / No)	Proposal Reference (Section No. and Page No.)	Datasheet / Brochure / Catalogue <sup>6</sup>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

<sup>6</sup> Note: Bidder shall clearly highlight product compliance in its data sheet/brochure. URLs / product website references shall not be acceptable

## 10.21 Form A.20: Undertaking on Change Request (Company Letter Head)

(To be executed by all members of consortium)

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2nd Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

Subject: Undertaking on Change Request

We, the undersigned, offer to provide Implementation & Maintenance of Smart Solutions in response to the Request for Proposal dated <insert RFP date> and RFP No <insert RFP no.> for “Selection of MSI for Implementation & Maintenance of Smart solutions (Phase - I) in Amritsar City”. We hereby confirm that the assumptions mentioned in our Approach & Methodology document submitted as part of the bid proposal will not become the basis for Change Request.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## 10.22 Form A.21: Commercial Bid Cover Letter (Company Letter Head)

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2nd Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

Sub: Selection of MSI for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City

Ref: RFP No: < > dated < >

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Selection of MSI for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City do hereby propose to provide services as specified in the RFP No. < > dated < >

### I. PRICE AND VALIDITY

- a. All the prices mentioned in our Bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 180 days from the date of opening of the RFP.
- b. We are an Indian Firm and do hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant Sections.
- c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax is altered under the law, we shall pay the same.

### II. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the Scope of Work under the Contract.

### III. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

### IV. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of Refundable & Irrevocable Bank Guarantee for a sum of INR 2,00,00,000/- (Rupees Two Crore only). This EMD is liable to be forfeited in accordance with the provisions of the Volume III Section 1 - General Conditions of the Contract.

- V. TENDER PRICING  
We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.
- VI. QUALIFYING DATA  
We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information / documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
- VII. BID PRICE  
We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in

(Form A.22: Commercial Bid Format) attached with our Tender as part of the Tender.

VIII. PERFORMANCE BANK GUARANTEE BOND

We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Bank Guarantee bond in the form prescribed in Appendix III.

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

### 10.23 Form A.22: Commercial Bid Format

Table A: Summary of Cost Component – Overall\*

S. No.	Item Description	Schedule	Total Price (INR) (including Taxes)	Total Price (INR) – in Words (including Taxes)
1.	Summary of CAPEX	Table B		
2.	Summary of OPEX	Table C		
Total (CAPEX + OPEX) – In Figures				
Total (CAPEX + OPEX) – In Words				

\*The total price would be considered for commercial evaluation of the bids, ASCL reserves the right at the time of award of Contract to increase or decrease the quantity of goods and/or services from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

Note: CAPEX & OPEX ratio shall be reasonable and realistic, a bid shall not be considered for Final Evaluation if the total CAPEX value happens to be more than 50% of the overall bid value

Table B: Summary of Cost Component – CAPEX#

S. No.	Item Description	Schedule	Total Price (INR) (including Taxes)	Total Price (INR) – in Words (including Taxes)
1.	Field Infrastructure for Surveillance	Table B.1		
2.	Field Infrastructure for Air Quality Sensor	Table B.2		
3.	Field Infrastructure for Waste Water Sensor	Table B.3		
4.	Filed Infrastructure for Network Backbone	Table B.4		
5.	Filed Infrastructure for Variable Message Display	Table B.5		
6.	Sewerage Treatment Plant Integration	Table B.6		
7.	Data Centre Hardware	Table B.7		
8.	Software Licences	Table B.8		
9.	Disaster Recovery	Table B.9		
Total CAPEX				

# The total price (CAPEX + OPEX) would be considered for commercial evaluation of the bids

Table C: Summary of Cost Component – OPEX#

S. No.	Item Description	Schedule	Total Price (INR) (including Taxes)	Total Price (INR) – in Words (including Taxes)
1.	Field Infrastructure for Surveillance (For operations and maintenance after Go-Live)	Table C.1		



S. No.	Item Description	Schedule	Total Price (INR) (including Taxes)	Total Price (INR) – in Words (including Taxes)
2.	Field Infrastructure for Air Quality Sensor (For operations and maintenance after Go-Live)	Table C.2		
3.	Field Infrastructure for Waste Water Sensor (For operations and maintenance after Go-Live)	Table C.3		
4.	Filed Infrastructure for Network Backbone (For operations and maintenance after Go-Live)	Table C.4		
5.	Filed Infrastructure for Variable Message Display (For operations and maintenance after Go-Live)	Table C.5		
6.	Sewerage Treatment Plant Integration (For operations and maintenance after Go-Live)	Table C.6		
7.	Data Centre Hardware (For operations and maintenance after Go-Live)	Table C.7		
8.	Software Licences (For operations and maintenance after Go-Live)	Table C.8		
9.	Disaster Recovery (For operations and maintenance after Go-Live)	Table C.9		
10.	Bandwidth	Table C.10		
11.	Operations & Maintenance of Smart Solutions (Project Team) (After Go-Live)	Table C.11		
Total OPEX				

# The total price (CAPEX + OPEX) would be considered for commercial evaluation of the bids

Table B.1: Field Infrastructure for Surveillance

S. No.	Item Description	Unit	Qty. (No.)	Unit Rate (excluding Tax) (INR)	Rate of Duty / Tax / Govt. Levy etc. * on Unit Rate (%)	Total Tax on Unit Rate (INR)	Total Unit Rate (including Taxes) (INR)	Total Price (including Taxes) (INR)
			A	B	C	D=B*C	E=B+D	F=A*E
1.	Item 1							
2.	Item 2							
3.	Item n							
4.	Total							

Table B.2: Field Infrastructure for Air Quality Sensor

S. No.	Item Description	Unit	Qty. (No.)	Unit Rate (excluding Tax) (INR)	Rate of Duty / Tax / Govt. Levy etc. * on Unit Rate (%)	Total Tax on Unit Rate (INR)	Total Unit Rate (including Taxes) (INR)	Total Price (including Taxes) (INR)
			A	B	C	D=B*C	E=B+D	F=A*E
1.	Item 1							
2.	Item 2							
3.	Item n							
4.	Total							

Table B.3: Non- IT Infrastructure for Waste Water Sensor

S. No.	Item Description	Unit	Qty. (No.)	Unit Rate (excluding Tax) (INR)	Rate of Duty / Tax / Govt. Levy etc. * on Unit Rate (%)	Total Tax on Unit Rate (INR)	Total Unit Rate (including Taxes) (INR)	Total Price (including Taxes) (INR)
			A	B	C	D=B*C	E=B+D	F=A*E
1.	Item 1							
2.	Item 2							
3.	Item n							
4.	Total							

Table B.4: Filed Infrastructure for Network Backbone

S. No.	Item Description	Unit	Qty. (No.)	Unit Rate (excluding Tax) (INR)	Rate of Duty / Tax / Govt. Levy etc. * on Unit Rate (%)	Total Tax on Unit Rate (INR)	Total Unit Rate (including Taxes) (INR)	Total Price (including Taxes) (INR)
			A	B	C	D=B*C	E=B+D	F=A*E
1.	Item 1							
2.	Item 2							
3.	Item n							
4.	Total							

Table B.5: Filed Infrastructure for Variable Message Display

S. No.	Item Description	Unit	Qty. (No.)	Unit Rate (excluding Tax) (INR)	Rate of Duty / Tax / Govt. Levy etc. * on Unit Rate (%)	Total Tax on Unit Rate (INR)	Total Unit Rate (including Taxes) (INR)	Total Price (including Taxes) (INR)
			A	B	C	D=B*C	E=B+D	F=A*E
1.	Item 1							
2.	Item 2							
3.	Item n							
4.	Total							

Table B.6: Sewerage Treatment Plant Integration

S. No.	Item Description	Unit	Qty. (No.)	Unit Rate (excluding Tax) (INR)	Rate of Duty / Tax / Govt. Levy etc. * on Unit Rate (%)	Total Tax on Unit Rate (INR)	Total Unit Rate (including Taxes) (INR)	Total Price (including Taxes) (INR)
			A	B	C	D=B*C	E=B+D	F=A*E
1.	Item 1							
2.	Item 2							
3.	Item n							
4.	Total							

Table B.7: Data Centre Hardware

S. No.	Item Description	Unit	Qty. (No.)	Unit Rate (excluding Tax) (INR)	Rate of Duty / Tax / Govt. Levy etc. * on Unit Rate (%)	Total Tax on Unit Rate (INR)	Total Unit Rate (including Taxes) (INR)	Total Price (including Taxes) (INR)
			A	B	C	D=B*C	E=B+D	F=A*E
1.	Item 1							
2.	Item 2							
3.	Item n							
4.	Total							

Table B.8: Software Licences

S. No.	Item Description	Unit	Qty. (No.)	Unit Rate (excluding Tax) (INR)	Rate of Duty / Tax / Govt. Levy etc. * on Unit Rate (%)	Total Tax on Unit Rate (INR)	Total Unit Rate (including Taxes) (INR)	Total Price (including Taxes) (INR)
			A	B	C	D=B*C	E=B+D	F=A*E
1.	Item 1							
2.	Item 2							
3.	Item n							
4.	Total							

Table B.09: Disaster Recovery

S. No.	Item Description	Unit	Qty. (No.)	Unit Rate (excluding Tax) (INR)	Rate of Duty / Tax / Govt. Levy etc. * on Unit Rate (%)	Total Tax on Unit Rate (INR)	Total Unit Rate (including Taxes) (INR)	Total Price (including Taxes) (INR)
			A	B	C	D=B*C	E=B+D	F=A*E
1.	Item 1							
2.	Item 2							
3.	Item n							
4.	Total							

Table C.1: Field Infrastructure for Surveillance (For operations and maintenance after Go-Live)

S. No.	Item Description	Unit	Quantity	AMC/ Service Price for 1 <sup>st</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 2 <sup>nd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 3 <sup>rd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 4 <sup>th</sup> Year (INR) (excluding Taxes)	Total 4 Years Price for AMC (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. (for AMC/ Service) as applicable at the time of bid submission	Total Tax (INR)	Total Price (INR) (including Taxes)
				A	B	C	D	T=A+B+C+D	IR (%)	I=T*IR	TG=T+I
1.	Item 1										
2.	Item 2										
3.	Item n										
4.	Total										

Table C.2: Field Infrastructure for Air Quality Sensor (For operations and maintenance after Go-Live)

S. No.	Item Description	Unit	Quantity	AMC/ Service Price for 1 <sup>st</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 2 <sup>nd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 3 <sup>rd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 4 <sup>th</sup> Year (INR) (excluding Taxes)	Total 4 Years Price for AMC (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. (for AMC/ Service) as applicable at the time of bid submission	Total Tax (INR)	Total Price (INR) (including Taxes)
				A	B	C	D	T=A+B+C+D	IR (%)	I=T*IR	TG=T+I
1.	Item 1										
2.	Item 2										
3.	Item n										
4.	Total										

Table C.3: Field Infrastructure for Waste Water Sensor (For operations and maintenance after Go-Live)

S. No.	Item Description	Unit	Quantity	AMC/ Service Price for 1 <sup>st</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 2 <sup>nd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 3 <sup>rd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 4 <sup>th</sup> Year (INR) (excluding Taxes)	Total 4 Years Price for AMC (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. (for AMC/ Service) as applicable at the time of bid submission	Total Tax (INR)	Total Price (INR) (including Taxes)
				A	B	C	D	T=A+B+C+D	IR (%)	I=T*IR	TG=T+I
1.	Item 1										
2.	Item 2										
3.	Item n										
4.	Total										

Table C.4: Filed Infrastructure for Network Backbone (For operations and maintenance after Go-Live)

S. No.	Item Description	Unit	Quantity	AMC/ Service Price for 1 <sup>st</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 2 <sup>nd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 3 <sup>rd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 4 <sup>th</sup> Year (INR) (excluding Taxes)	Total 4 Years Price for AMC (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. (for AMC/ Service) as applicable at the time of bid submission	Total Tax (INR)	Total Price (INR) (including Taxes)
				A	B	C	D	T=A+B+C+D	IR (%)	I=T*IR	TG=T+I
1.	Item 1										
2.	Item 2										
3.	Item n										
4.	Total										

Table C.5: Filed Infrastructure for Variable Message Display (For operations and maintenance after Go-Live)

S. No.	Item Description	Unit	Quantity	AMC/ Service Price for 1 <sup>st</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 2 <sup>nd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 3 <sup>rd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 4 <sup>th</sup> Year (INR) (excluding Taxes)	Total 4 Years Price for AMC (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. (for AMC/ Service) as applicable at the time of bid submission	Total Tax (INR)	Total Price (INR) (including Taxes)
				A	B	C	D	T=A+B+C+D	IR (%)	I=T*IR	TG=T+I
1.	Item 1										
2.	Item 2										
3.	Item n										
4.	Total										



Table C.6: Sewerage Treatment Plant Integration (For operations and maintenance after Go-Live)

S. No.	Item Description	Unit	Quantity	AMC/ Service Price for 1 <sup>st</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 2 <sup>nd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 3 <sup>rd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 4 <sup>th</sup> Year (INR) (excluding Taxes)	Total 4 Years Price for AMC (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. (for AMC/ Service) as applicable at the time of bid submission	Total Tax (INR)	Total Price (INR) (including Taxes)
				A	B	C	D	T=A+B+C+D	IR (%)	I=T*IR	TG=T+I
1.	Item 1										
2.	Item 2										
3.	Item n										
4.	Total										

Table C.7: Data Centre Hardware (For operations and maintenance after Go-Live)

S. No.	Item Description	Unit	Quantity	AMC/ Service Price for 1 <sup>st</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 2 <sup>nd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 3 <sup>rd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 4 <sup>th</sup> Year (INR) (excluding Taxes)	Total 4 Years Price for AMC (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. (for AMC/ Service) as applicable at the time of bid submission	Total Tax (INR)	Total Price (INR) (including Taxes)
				A	B	C	D	T=A+B+C+D	IR (%)	I=T*IR	TG=T+I
1.	Item 1										
2.	Item 2										
3.	Item n										
4.	Total										

Table C.8: Software Licences (For operations and maintenance after Go-Live)

S. No.	Item Description	Unit	Quantity	AMC/ Service Price for 1 <sup>st</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 2 <sup>nd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 3 <sup>rd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 4 <sup>th</sup> Year (INR) (excluding Taxes)	Total 4 Years Price for AMC (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. (for AMC/ Service) as applicable at the time of bid submission	Total Tax (INR)	Total Price (INR) (including Taxes)
				A	B	C	D	T=A+B+C+D	IR (%)	I=T*IR	TG=T+I
1.	Item 1										
2.	Item 2										
3.	Item n										
4.	Total										

Table C.9: Disaster Recovery (For operations and maintenance after Go-Live)

S. No.	Item Description	Unit	Quantity	AMC/ Service Price for 1 <sup>st</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 2 <sup>nd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 3 <sup>rd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 4 <sup>th</sup> Year (INR) (excluding Taxes)	Total 4 Years Price for AMC (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. (for AMC/ Service) as applicable at the time of bid submission	Total Tax (INR)	Total Price (INR) (including Taxes)
				A	B	C	D	T=A+B+C+D	IR (%)	I=T*IR	TG=T+I
1.	Item 1										
2.	Item 2										
3.	Item n										
4.	Total										

Table C.10: Bandwidth (For operations and maintenance after Go-Live)

S. No.	Item Description	Unit	Quantity	AMC/ Service Price for 1 <sup>st</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 2 <sup>nd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 3 <sup>rd</sup> Year (INR) (excluding Taxes)	AMC/ Service Price for 4 <sup>th</sup> Year (INR) (excluding Taxes)	Total 4 Years Price for AMC (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. (for AMC/ Service) as applicable at the time of bid submission	Total Tax (INR)	Total Price (INR) (including Taxes)
				A	B	C	D	T=A+B+C+D	IR (%)	I=T*IR	TG=T+I
1.	Item 1										
2.	Item 2										
3.	Item n										
4.	Total										

Table C.11: Operations & Maintenance of Smart Solutions (Project Team) (After Go-Live)

S. No.	Role	Qty.	Man-month rate in the 1 <sup>st</sup> year (INR) (excluding Taxes)	Man-month rate in the 2 <sup>nd</sup> year (INR) (excluding Taxes)	Man-month rate in the 3 <sup>rd</sup> year (INR) (excluding Taxes)	Man-month rate in the 4 <sup>th</sup> year (INR) (excluding Taxes)	Total Man-month Price (INR) (excluding Taxes)	Total Price (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. as applicable at the time of bid submission	Total Taxes (INR)	Total Price (INR) (including Taxes)
			Q	A	B	C	D	F=Q*(A+B+C+D)	T=F*12	IR (%)	I=G*IR
1.	Project Manager - IT Infrastructure										
2.	Technical Lead - IT Infrastructure										
3.	System Admin - L2										

S. No.	Role	Qty.	Man-month rate in the 1 <sup>st</sup> year (INR) (excluding Taxes)	Man-month rate in the 2 <sup>nd</sup> year (INR) (excluding Taxes)	Man-month rate in the 3 <sup>rd</sup> year (INR) (excluding Taxes)	Man-month rate in the 4 <sup>th</sup> year (INR) (excluding Taxes)	Total Man-month Price (INR) (excluding Taxes)	Total Price (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. as applicable at the time of bid submission	Total Taxes (INR)	Total Price (INR) (including Taxes)
			Q	A	B	C	D	$F=Q*(A+B+C+D)$	$T=F*12$	IR (%)	$I=G*IR$
4.	Network Admin - L2										
5.	Security Specialist - L2										
6.	DB Administrator - L2										
7.	Video Analyst / IP Camera Surveillance Expert - L3										
8.	Software Developer (Full Stack Developer) - L3										
9.	Support Engineer - L1										
10.	Electrical Maintenance Technician (Shifts)										
11.	EMS, NMS and BMS Engineer - L2 (Shifts)										

S. No.	Role	Qty.	Man-month rate in the 1 <sup>st</sup> year (INR) (excluding Taxes)	Man-month rate in the 2 <sup>nd</sup> year (INR) (excluding Taxes)	Man-month rate in the 3 <sup>rd</sup> year (INR) (excluding Taxes)	Man-month rate in the 4 <sup>th</sup> year (INR) (excluding Taxes)	Total Man-month Price (INR) (excluding Taxes)	Total Price (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. as applicable at the time of bid submission	Total Taxes (INR)	Total Price (INR) (including Taxes)
			Q	A	B	C	D	$F=Q*(A+B+C+D)$	$T=F*12$	IR (%)	$I=G*IR$
12.	Security Staff (Shifts)										
13.	Help Desk - L1										
14.	Operations & Maintenance Staff for field										
15.	Housekeeping										
16.	Admin and Support										
17.	Any other, if any										

Note:

- Any change management/ additional Scope of Work shall be paid on man-month rate and is not part of overall evaluation
- Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes to the account of the Authority (ASCL)

## 11 Annexure III: Indicative Bill of Material

The Bill of Material given below is indicative in nature. Bidders are required to carefully examine the requirements and may propose components and quantities as per their solution to meet the objective of RFP.

The Bill of Material proposed by the Bidder will become the basis for future payments.

Successful Bidder/ MSI will be required to do the installation as per the submitted BoM in its proposal. MSI will be required to submit design documents (as defined in earlier sections of the RFP) to Authority for approval based on the approved BoM.

S. No.	Item Description	Unit	Indicative Quantity	Make / Brand	Model Details	Compliance with RFP Requirements (Yes / No)
A.	Field Hardware					
A.1	Surveillance					
1.	Fixed Box Outdoor Camera with Housing & Accessories - Face Recognition, ANPR, General Surveillance	Nos.	885			
2.	Indoor Bullet Camera - Face Recognition	Nos.	21			
3.	Outdoor 360 Degree Panoramic Camera with Housing & Accessories	Nos.	78			
4.	PTZ Speed Dome Camera with Integrated IR Illuminator	Nos.	130			
5.	Public Address System with Integrated Audio Amplifier	Nos.	50			
6.	Emergency Call Box with Panic Button	Nos.	10			
7.	Site preparation, Trenching, Conduiting, Re-instatement and other Civil Work	Nos.	409			
8.	ANPR LPU (Inside Junction Box)	Nos.	72			
9.	Body Camera	Nos.	50			
10.	Body Camera Docking Station	Nos.	10			

S. No.	Item Description	Unit	Indicative Quantity	Make / Brand	Model Details	Compliance with RFP Requirements (Yes / No)
A.2	Air Quality Sensor					
1.	Air Quality Sensor Unit including Parameter Display and Site Implementation	Nos.	7			
A.3	Waste Water Sensor					
1.	BOD, COD, TSS Analyzer	Set	3			
2.	Dissolved Oxygen Analyzer	Set	3			
3.	PH Analyzer and Temperature probes	Set	3			
4.	Ammonical Nitrogen Analyzer (NH4-N)	Set	3			
5.	Oil and Grease Analyzer	Set	3			
6.	Open Channel Embankment Mounted Electrical Control Panel with Intelligent Gateway, Analog-Digital Converter Cards, Integrated 3G/4G communication, DC SMPS, Cable and Other Accessories (As per Requirement)	Set	3			
7.	In-Situ Flotation Buoy with Integrated Sensor Probes and tethering chain from embankment	Set	3			
8.	Site preparation cost	Lumpsum	3			
A.4	Network Backbone					
1.	Provisioning of Electrical Power(Fixed metering-One time cost)	Lumpsum	409			
2.	16 port POE Industrial Grade Junction Box Switches with SFP modules	Nos.	409			
3.	Industrial Grade Junction Box Pole Mount (including last mile passive network termination, Earthing, UPS/Rectifier, Battery Bank, Controller, Energy Meter, Protection Switchgear, AC/DC Power Distribution with other cabling and accessories)	Nos.	409			

S. No.	Item Description	Unit	Indicative Quantity	Make / Brand	Model Details	Compliance with RFP Requirements (Yes / No)
A.5	Variable Message Display					
1.	VMD board including VMD controller	Nos.	10			
2.	Mounting structure for VMD as per site requirements and IRC guidelines	Nos.	10			
3.	Provisioning of Electrical Power	Lumpsum	10			
4.	VMD Cabinet IP 65 Compliant	Nos.	10			
A.6	Sewerage Treatment Plant Integration					
1.	Ethernet to 3G/4G Router with high power antenna	Nos.	2			
2.	Hardware for VPN network establishment at STPs	Nos.	2			
B	Non-IT Field Infrastructure					
1.	Standard GI Pole	Nos.	500			
2.	Cantilever GI Pole	Nos.	72			
C	Data Centre Hardware					
C1	IT Hardware, Compute & Storage					
1.	Surveillance Storage (NL SAS Drives Usable Capacity)	Lot	1			
2.	Unified storage for Video and Application Data	Lot.	1			
3.	SAN Switch	Nos.	2			
4.	Blade Servers (Web, Application, Database, Platform Solutions etc.)	Nos.	16			
5.	Rack - 42 U with necessary cabling	Nos.	4			
6.	Blade Chassis with Switch and virtual KVM	Nos.	3			



S. No.	Item Description	Unit	Indicative Quantity	Make / Brand	Model Details	Compliance with RFP Requirements (Yes / No)
C2	Network and Security					
1.	Router (Internet)	Nos.	2			
2.	Router (Core)	Nos.	2			
3.	Spine Switch	Nos.	2			
4.	Leaf Switch (TOR)	Nos.	4			
5.	Fabric Controller	Nos.	1			
6.	Internet Firewall (Perimeter Solution) with Intrusion Prevention System(IPS), Advanced Malware Protection(AMP), APT and management	Nos.	2			
7.	Internal Firewall with Intrusion Prevention System(IPS), Advanced Malware Protection(AMP), APT and management	Nos.	2			
8.	Advanced Malware Sandboxing	Nos.	1			
9.	Server Load Balancer(SLB) + Link Load Balancer(LLB) + Web Application Firewall(WAF) Appliance + DDOS Protection	Nos.	2			
10.	Web Security System (URL Filtering/Caching)	Nos.	2			
11.	Network Behaviour Analysis system	Nos.	1			
12.	L3 Switch 12 Port X 10G (Interconnectivity Switch)	Nos.	2			
13.	L2 Switch 24 Port X 1G with POE (Interconnectivity Switch)	Nos.	2			
14.	Network Access Control & Authentication	Nos.	1			
15.	SMS Gateway	Nos.	1			
C3	Generic IT Hardware					

S. No.	Item Description	Unit	Indicative Quantity	Make / Brand	Model Details	Compliance with RFP Requirements (Yes / No)
1.	Keyboard Joystick to control PTZ Cameras	Nos.	5			
2.	DLP LED Video Wall – 4 X 2, 50" with convertor + Video Wall Controller with Software	Nos.	2			
3.	Workstation PC - Operators and Supervisors	Nos.	24			
4.	Printer	Nos.	1			
5.	Desktops for DC Manpower, Help Desk, NOC, BMS	Nos.	16			
6.	IP Dome Camera for DC Surveillance	Nos.	4			
7.	DTH Cable	Lumpsum	1			
8.	IT consumables & Stationary	Lumpsum	1			
C4	Non-IT Hardware					
1.	Fire Alarm System with smoke detector sensors and control Panel, Fire extinguishers FM 200 and Hand-held extinguishers	Set	1			
2.	Rodent Repellent system	Set	1			
3.	Air Conditioner 2 Ton	Set	2			
4.	Centralised cooling system	Set	1			
5.	Precision Cooling System	Set	2			
6.	LT Distribution for Mains, UPS and DG	Set	2			
7.	Lighting	Set	1			
8.	Diesel Generator Set - 250 KVA	Set	2			
9.	UPS with invertor and battery banks - 60 KVA - 30 mins	Set	2			

S. No.	Item Description	Unit	Indicative Quantity	Make / Brand	Model Details	Compliance with RFP Requirements (Yes / No)
10.	UPS with invertor and battery banks - 20 KVA - 30 mins backup	Set	2			
11.	Site Preparation including DC & ICCC including partitioning, doors, civil work, earthing, electrical and LAN cabling with panic bars, lighting arrestors	Lumpsum	1			
12.	Furniture for Situation Room	Lumpsum	1			
13.	Projector with overhead mounting and screen for NOC Room	Set	1			
C5	Helpdesk Hardware					
1.	Telephone Lines	Nos.	1			
2.	Voice Router / Voice Gateway with PRI port	Nos.	1			
3.	IP phones with power adapters	Nos.	30			
4.	IP PBX HW & SW, Automatic Call Distribution and IVR	Nos.	1			
D	Software Licences					
D1	Data Centre Platform Software					
1.	ICCC Software Platform implementation + IoT Platform with Application/Platform/OS Licenses	Set	1			
2.	Document/Content Management System	Set	1			
3.	Enterprise Management System (EMS)	Set	1			
4.	Server OS Licenses	Set	16			
5.	Identity and Access Management	Set	1			
6.	Directory Software	Set	1			
7.	Backup Solution	Set	1			

S. No.	Item Description	Unit	Indicative Quantity	Make / Brand	Model Details	Compliance with RFP Requirements (Yes / No)
D2	Data Centre Security Software					
1.	Enterprise Antivirus Solution	Set	1			
2.	Antivirus Solution (End users license)	Set	50			
D3	Data Centre Infrastructure Management Software					
1.	Compute Virtualization Solution (Compute)	Lot	54			
2.	Virtualization Management Solution (Compute)	Lot	1			
3.	Network and Security Virtualization	Lot	54			
4.	BMS Software License	Set	1			
5.	Access Control System software License	Set	1			
D4	Data Centre Environment Software					
1.	Central Air Quality Monitoring Software License	Set	1			
D5	Data Centre Surveillance Software					
1.	Video Management/Recording Software License	Set	1			
2.	Video Analytics License	Set	1			
3.	Facial Recognition Software License	Set	1			
4.	ANPR Server Software License	Set	1			
5.	Public Address Software License	Set	1			
6.	Emergency Callbox System Software License	Set	1			
7.	Body Camera Software License	Set	1			

S. No.	Item Description	Unit	Indicative Quantity	Make / Brand	Model Details	Compliance with RFP Requirements (Yes / No)
D6	Waste Water Quality Management Software					
1.	OWQMS Cloud Subscription based Web application with Application/ Platform/ OS Licenses	Set	1			
D7	Helpdesk Software					
1.	Web based Helpdesk & Incident Management Software with Application/Platform/OS Licenses	Set	1			
D8	Variable Message Display					
1.	Software License for Variable Message Display	Set	1			
D9	Sewerage Treatment Plant Integration					
1.	SCADA HMI Client / web interface client License	Nos.	2			
2.	VPN Server and Client software License	Nos.	2			
E	Cloud Hosting					
1.	Compute, Storage and Services	Lot	1			
2.	DRM (DC-DR Sync) Software	No.s	1			
F	Bandwidth Cost					
1.	P2P Network Links from Field to ICCC	Lumpsum	415			
2.	DC Internet Links	Lumpsum	2			
3.	Environment Sensor Connectivity	Lumpsum	6			
4.	Connectivity for Online Waste Water Monitoring System	Lumpsum	3			
5.	PRI Lines	Lumpsum	1			

S. No.	Item Description	Unit	Indicative Quantity	Make / Brand	Model Details	Compliance with RFP Requirements (Yes / No)
6.	Connectivity for Variable Message Display	Lumpsum	10			
7.	Connectivity for Sewerage Treatment Plant	Lumpsum	1			
8.	DR Link Connectivity Charges	Lumpsum	1			

## 12 Annexure IV: Key Requirements for OEMs/ Principals/Product Vendors

### 12.1 General

1. Bidders shall quote single make and model in the bid and no change shall be allowed during and after the signing of the contract and no request for change of make and model shall be allowed during the concurrency of the contract. 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.
2. The proposed OEM for all equipment should not be a company having its 50 percent or more shareholding stake by Chinese Government or its entity or originated/founded by personnel of Defence origin.; the same shall be liable for rejection of bid

### 12.2 Surveillance System

1. All the network cameras supplied must be certified for: FCC, CE, IK 08 and UL (Certificates to be enclosed)
2. The network cameras for 720P HD and 1080P HD supplied must meet the SMTPE video standards: SMTPE 296M (HDTV 720p) & SMTP 274M HDTV 1080P)
3. The network cameras supplied must meet either of below conditions on compression standards:
  - a. ISO/IEC 23008–2, ITU-T H.265 or
  - b. ISO/IEC 14496-10 AVC (H.264) video compression standards with suitable optimization to achieve 3 Mbps or lower bit rate at 1920 X 1020 resolution at 30 frames per second.
4. The network cameras supplied must meet the IEC 60529 (IP66) environmental protection standards
5. The network cameras supplied must be manufactured in accordance with the ISO 9001&14000 standards
6. The network cameras supplied must be compliant with 2002/95/RoHS
7. The cameras shall support the use of HTTPS and SSL/TLS, providing the ability to upload signed certificates to encrypt and secure authentication and communication of both administration data and video streams
8. The unit shall provide centralized certificate management, with both pre-installed CA certificates and the ability to upload additional CA certificates. The certificates shall be signed by an organization providing digital trust services
9. The Camera shall support IEEE 802.1X authentication, Password protection, HTTPS encryption, Digest authentication, User access log, Centralized certificate management
10. The camera shall be fully supported by an open and published API (Application Programmers Interface), which shall provide necessary information for integration of functionality into third party applications
11. The implemented API shall be standardized and supported by all network video products offered by the manufacturer
12. The network surveillance cameras must support minimum On Board Edge storage of 128 GB or better

13. The specified unit shall be of manufacturer's official product line, designed for commercial and/or industrial 24/7/365 use
14. The specified unit shall be based upon standard components and proven technology using open and published protocols and adopt to industry established standards
15. All cameras must comply with ONVIF Profile S standard or better
16. Firmware/software upgrades are to be provided by the OEM free of cost during the warranty period and AMC Period. Undertaking from OEMs to be provided on their Letter head
17. All the cameras shall have ability to change the GOP/ GOV for Bit rate optimization
18. All Fixed cameras shall have ability to select user defined shape for motion detection to include or exclude area to reduce false alarms, bandwidth and storage
19. Bidder should submit technical compliance on OEM letterhead for all major items i.e. Camera, VMS, Switch, Wireless, Storage and passive items
20. Minimum 2 streams required from the camera
21. MAC address of the cameras should be in the name of the CCTV OEM company supplying the cameras. Declaration to be submitted along with MAF

### 12.3 ICCC Software

1. ICCC Platform OEM must have Indian technical support team with a registered office setup in India for more than 3 years. In case the OEM headquarters are outside India then it must have a subsidiary setup in India for more than 3 years
2. ICC Platform OEM must be prepared for reasonable customisation (UI or Integration related) as per customer requirements as long as it is under the support agreement
3. ICCC Platform shall be able to integrate any 3rd Part OEM Solutions over all open interfaces and protocols
4. ICCC Platform licenses must not be based on count of edge devices. Should support unlimited number of edge devices as long as they are integrated. This is to prove that the ICCC Platform is scalable for future expansion without being dependent on additional cost / license per edge device
5. The ICCC platform shall support integration with OPC UA/DA, IoT Protocols/Standards like MQTT, CoAP, LWM2M, LoRA, NBIoT, LTE CAT M1 etc.



## 13 Annexure V: Roles and Responsibilities of ASCL

- I. Coordination between Municipal Corporation, line departments and Police Department for providing necessary information to undertake Solution Design, Development, Procurement, Delivery, Configuration, Implementation, Integration, Testing, Commissioning, Operations & Maintenance of the ICCC Project
- II. Co-ordination with other Government agencies to assist the MSI in execution of the project
- III. Ensure that Data Backups are being taken regularly by bidder as per the schedule agreed upon.
- IV. Ensure that the hardware and other infrastructure deployed at ICCC, Data Centre and at various field locations etc. meets the specifications as mentioned in RFP and is maintained properly to meet the SLAs as defined in RFP
- V. Monitoring of overall timelines, SLAs and calculation of penalties accordingly
- VI. Conducting User Acceptance Test (UAT) for the solution deployed
- VII. Issuing the Acceptance Certificate on successful deployment of the solution, hardware deployed and for other components of the Scope of Work (wherever required)
- VIII. Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by the bidder and agreed upon by Purchaser
- IX. Provide sign off on the deliverables of the project including Survey Reports, user manual, technical manual, designs, process documentations, the artefacts, the training materials, process and operating manuals, service mechanisms, policies and guidelines, design documents etc.
- X. A total of ~300 KVA Raw Power would be provided by the MCA/ASCL along with the separate energy meter.

## 14 Appendix I: Request for Clarification / Pre-bid queries

Bidders requiring specific points of clarification may submit queries through email ceoasclar@gmail.com in MS excel or MS word documents only using the following format:

Bidder's Request for clarification / pre-bid queries				
Name of Organization submitting request		Name & position of person submitting request		Full address of the Organization including phone, fax and email points of contact
				Tel:
				Fax:
				Email:
S. No.	RFP Document Reference(s)		Content of RFP requiring Clarification	Points of clarification Required
	Section number	Page number		

Note:

- The name of the organization and the date shall appear in each page of such as document/email in the header or footer portion.
- Bidders who have purchased the Tender/RFP document shall only be allowed to attend Pre-Bid Meeting. Attending Pre-Bid Meeting is optional.
- Pre-bid queries of the Bidders who have not purchased the Tender/RFP document shall not be entertained

## 15 Appendix II: Participation in Pre-Bid conference (Company Letter Head)

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2nd Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

Sub: Request for permission to attend the Pre-bid conference for Selection of MSI for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City

Dear Sir,

The following persons from our organization shall attend the pre-bid conference with reference to the RFP circulated by your organization, for "Selection of MSI for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City"

We request you to permit these people to attend the pre-bid conference at ASCL, as representatives of our organization.

S. No.	Name of the Representative	Contact Details (email and Mobile No.)	Designation	Name of the Organization

Note: Maximum 2 representatives per organization.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## 16 Appendix III: Performance Bank Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at ----- by ----- (Name of the Bank) having its Head/Registered office at ----- (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Amritsar Smart City Limited (hereinafter called "ASCL" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

<Organization name > a company registered under Companies Act, 1956 or as amended or a LLP firm / Partnership firm under Partnership Act 1932 with registration number ----- and having its Registered Office at -----, India (herein referred to as the "Master System Integrator" for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City, for ASCL, for the work order number ---- dated ---- issued by ASCL, and selected < Organization name > (hereinafter referred to as the Bidder) for the Contract by ASCL as more specifically defined in the aforementioned Document including statement of work and the Contract executed between the ASCL and Bidder. The Contract requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of INR ----/- (Rupees -----) by way of security for guaranteeing the due and faithful compliance of its obligations under the Contract.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Contract, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to ASCL, an amount not exceeding of INR ----/- (Rupees ----) within 21 (Twenty One) days of receipt of a written demand therefore from ASCL stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the ASCL is disputed by the Bidder or not
4. The Guarantee shall come into effect from \_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim, from Amritsar Smart City Limited under this Guarantee, whichever is earlier. Any demand received by the Guarantor from ASCL prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to ASCL.
5. In order to give effect to this Guarantee, ASCL shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by ASCL or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by ASCL against the Bidder or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such

variation, extension, forbearance or omission on the part of ASCL or any indulgence by ASCL to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_
8. The BG is enforceable at Amritsar, Punjab
9. Notwithstanding anything contained herein:
  - i. Our liability under this guarantee shall not exceed INR. <Insert value in numbers > (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 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 this guarantee shall automatically cease.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first herein-above written.

## 17 Appendix IV: Tripartite Agreement for Resale of Network Bandwidth

This Agreement is entered on .....day of 2018 among .....<name of PURCHASER> constituted by and having its registered office at..... (hereinafter called the "PURCHASER)", of the one part

AND

..... <name of Bidder>, a company incorporated under the Companies Act 1956 or as amended or a LLP firm/Partnership firm under Partnership Act 1932 and having its corporate office at ..... SELECTED MSI (SUPPLIER) FOR .....PROJECT i.e., Party engaged by ..... Vide LOI No: ..... and detailed order no. ....(herein referred to as the "Contract") for Implementation and Maintenance of Smart Solutions (Phase - I) in Amritsar covering software, hardware, field survey and networking (Network services, Internet Bandwidth) and Related Services incidental thereto as specified in the Services/ Scope of Work in the agreement between ..... (SUPPLIER) and ..... (PURCHASER) (hereinafter referred to as "SUPPLIER or .....(name of SUPPLIER) which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the second Part.

AND

..... <name of NETWORK SERVICE PROVIDER (NSP)> a company incorporated under the Companies Act 1956 or as amended or a LLP firm/Partnership firm under Partnership Act 1932 and having its corporate office at....., being a NETWORK SERVICE PROVIDER for the referred ..... PROJECT engaged for Providing ....., Network services, Internet Bandwidth and connectivity incidental thereto as specified in the Services/ Scope of Work in the agreement between ..... (SUPPLIER) and ..... (PURCHASER) (hereinafter referred to as "NETWORK SERVICE PROVIDER (NSP)") which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the third Part.

"..... (PURCHASER)", "..... (SUPPLIER)" and ".....NETWORK SERVICE PROVIDER (NSP))" are individually referred as "Party" and collectively as "Parties".

WHEREAS ..... (PURCHASER), the party of the first part has contracted ..... (SUPPLIER), the second party, for Implementation of .....<Name of Solution> at ..... <name of SUPPLIER> (hereinafter referred to as "The Project") vide its Contract No.....

WHEREAS as per the requirements of the project ..... (PURCHASER) requires these services for successful implementation of the project.

WHEREAS ..... (SUPPLIER), in order to service its obligation under the above mentioned RFP to the full satisfaction of the PURCHASER, had proposed ".....(NETWORK SERVICE PROVIDER (NSP))" as a service provider vide their letter/ offer no dated and now agrees to associate with .....(NETWORK SERVICE PROVIDER (NSP)) for execution of the part of the order, to provide support services as detailed in the Work Order (SUPPLIER) and/or indicated in .....<section> of this agreement to be the responsibility of ....(NETWORK SERVICE PROVIDER (NSP)), namely, related to required Bandwidth services for the project.

WHEREAS SUPPLIER has done the due diligence with respect to the capabilities, technical or

otherwise, of .....(NETWORK SERVICE PROVIDER (NSP)) for providing the required type of connectivity and services within time frame, quality, security and reliability level as envisaged in the RFP / SRS before recommending their name.

WHEREAS the bid price quoted by ..... (SUPPLIER) for networking (Network services, Internet Bandwidth and connectivity) and Related Services ("Service") at locations as specified in CONTRACT (hereinafter referred to as the "Locations") for the purpose of utilization by the .....(PURCHASER) and their respective subsidiaries and affiliates as specified in the CONTRACT No.....to .....(SUPPLIER) placed by .....(PURCHASER), is passed through to .....(NETWORK SERVICE PROVIDER (NSP)) in accordance with the bid proposal dated .....submitted to ..... (PURCHASER) by ..... (SUPPLIER), and the Terms & Conditions and SLA of ..... (PURCHASER) with ..... (NETWORK SERVICE PROVIDER (NSP)), for carrying out the networking and Related Services.

WHEREAS ..... (NETWORK SERVICE PROVIDER (NSP)) has Category 'A' ISP license having its network spread across India.

The Work Order placed vide .....to be placed by ..... (PURCHASER) to ..... (NETWORK SERVICE PROVIDER (NSP)) shall form an integral part of this agreement. .... (SUPPLIER), shall be responsible for (i) coordinating /entering into a tripartite agreement with the NSP along with the Purchaser (ii) getting the work executed by the NSP as per the Contract for Bandwidth as well as SLA's (iii) the replacement, if any, of the NSP without changing any penalty/LD criteria. However, the new NSP has to meet the qualification criteria. Any breach or failure to fulfil the obligations as mentioned in the Tripartite Agreement which has a material impact on the performance of the Contract shall be treated as a breach of the terms of 'The Contract'.

WHEREAS by virtue of this agreement, the parties..... (SUPPLIER) and..... (NETWORK SERVICE PROVIDER (NSP)) bind themselves to the terms & conditions that are embedded in the contract between the first two parties.

Now these presents witness and it is hereby agreed by and between the parties hereto as follows:

#### 1. APPLICATION

This Agreement details the general terms and conditions for the provision of the Services to be rendered by ..... (NETWORK SERVICE PROVIDER (NSP)) [as per CONTRACT placed vide.... /to be placed by PURCHASER] and by ..... (SUPPLIER) [as per CONTRACT No. ....with ..... (PURCHASER)]. Upon signing the scope, duration and other services to be so rendered under this Agreement the parties agree to accept and be bound by these terms and conditions.

#### 2. PROVISION OF SERVICE

- i. The provision of the Services is subject to these terms and conditions stated in this Agreement. Where..... (NETWORK SERVICE PROVIDER) shall accept the Order from..... (PURCHASER),..... (NETWORK SERVICE PROVIDER) shall provide the Services required by..... (PURCHASER), and by ..... (SUPPLIER) on behalf of..... (PURCHASER),

within a timeframe, quality, security and reliability level agreed with between ..... (PURCHASER), ..... (NETWORK SERVICE PROVIDER) and ..... (SUPPLIER). The SUPPLIER shall provide..... (NETWORK SERVICE PROVIDER) with a complete network diagram of the set-up along with the details of connectivity at the Locations and services shall be provisioned to the..... (PURCHASER) accordingly. It is the responsibility of SUPPLIER, to ensure and of ..... (NETWORK SERVICE PROVIDER) to provide proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and to submit the SLA performance report of the ..... (NETWORK SERVICE PROVIDER) to the ..... (PURCHASER) on monthly/as and when required basis.

- ii. The network links shall be provided by..... (NETWORK SERVICE PROVIDER) and the SUPPLIER shall monitor and report any problems on behalf of..... (NETWORK SERVICE PROVIDER) to ..... (PURCHASER).
- iii. Where it is necessary, due to materiel breach by the NETWORK SERVICE PROVIDER, the PURCHASER shall instruct the SUPPLIER to replace the ..... (NETWORK SERVICE PROVIDER) with another NETWORK SERVICE PROVIDER. In case of replacement of NETWORK SERVICE PROVIDER, the SUPPLIER shall terminate forthwith all agreements/contracts other arrangements with such NETWORK PROVIDER and find suitable replacement for such NETWORK PROVIDER to the satisfaction of the ..... (PURCHASER) at no additional charge. The SUPPLIER has to execute the contract as per agreed schedule and SLA and as per contractual provision entered between PURCHASER and SUPPLIER.
- iv. .... (SUPPLIER) shall ensure that Requisite Services from..... (NETWORK SERVICE PROVIDER) for project area (town) are available on time when its own system/works that are to be installed/ executed/implemented under PO no. ....with..... (PURCHASER), are ready for testing & commissioning.
- v. The ....(NETWORK SERVICE PROVIDER) shall not use the establishments and services installed under this agreement for organizations other than ..... (PURCHASER).

### 3. SERVICE TERM

The term of the Services is initially for ..... years (as per CONTRACT) from the date of commencement of service, and if required, thereafter, shall be extended from time to time by written consent of the parties. The Service Commencement Date shall be set forth in accordance with the Work Order placed vide...../to be placed by .....(PURCHASER) on ..... (NETWORK SERVICE PROVIDER).

### 4. TERMINATION OF SERVICE

The Termination of this Agreement and Services shall be as per provisions of Termination clause as appearing in main CONTRACT



## 5. RESPONSIBILITIES OF THE PARTIES

Responsibility of .....(PURCHASER)	Responsibility of .....(SUPPLIER)	Responsibility of .....(NSP)
<p>To monitor the project progress against timeframe &amp; quality and performance with, quality, security and reliability levels of required services as per agreement with..... (SUPPLIER) and ..... (NETWORK SERVICE PROVIDER).</p>	<p>To arrange through a licensed network service provider, Network services, Internet Bandwidth and connectivity, incidental thereto as specified in the Scope of Work in the agreement between ..... (SUPPLIER) and ..... (PURCHASER).</p>	<p>To provide Network services, Internet Bandwidth and connectivity, incidental thereto as specified in the Scope of Work as per CONTRACT placed by PURCHASER to ..... (SUPPLIER) and (NETWORK SERVICE PROVIDER).</p>
<p>To disburse the payment to the ..... (NETWORK SERVICE PROVIDER) upon achievement of the SLA on the basis of performance reports/ SLA reports.</p>	<p>The Suppliers overall liabilities and responsibilities shall in no case be less or more than the liabilities as mentioned in the contract, with respect to 'The Project', executed between the Supplier and the Purchaser.</p>	<p>To provide the Services (as per SLA) required by..... (PURCHASER), and by..... (SUPPLIER) on behalf of..... (PURCHASER), within the timeframe, quality, security and reliability level agreed with between..... (PURCHASER),..... (NETWORK SERVICE PROVIDER) and ..... (SUPPLIER). Not to use the establishments and services installed under this agreement for organizations other than .....(PURCHASER).</p>
<p>To provide safe access and conditions to ..... (SUPPLIER) and (NETWORK SERVICE PROVIDER)'s employees or appointed personnel while in the premises</p>	<p>Ensuring Timely execution of the part of the order related to required Bandwidth for the project.</p>	<p>To raise direct invoices against the works/services performed, as per the terms of the Work Order with PURCHASER.</p>
	<p>To provide..... (NETWORK SERVICE PROVIDER) with a complete network diagram of the set-up along with the details of connectivity at the Locations and services provisioned to the..... (PURCHASER)</p>	<p>To ensure compliance of Indian Telecom regulation &amp; statutory requirements while performing the works/services under this agreement.</p>
	<p>Proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and submit SLA report to the PURCHASER on monthly/as and when required basis.</p>	<p>To obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.</p>
	<p>To monitor and report any problems on behalf of ..... (NETWORK SERVICE PROVIDER).</p>	
	<p>To ensure that the ..... (NETWORK SERVICE PROVIDER) comply with all relevant and applicable</p>	

Responsibility of .....(PURCHASER)	Responsibility of .....(SUPPLIER)	Responsibility of .....(NSP)
	provisions of the Contract. To obtain and arrange for the maintenance in full force and effect of all applicable government approvals, Consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.	

6. INVOICE AND PAYMENT
  - i. .... (NETWORK SERVICE PROVIDER) shall raise direct invoices against the Requisite Services so rendered, as per the terms of the Contract and..... (PURCHASER) shall directly make the payment to..... (NETWORK SERVICE PROVIDER) based on the SLA report and confirmation made by..... (SUPPLIER)
  - ii. The other terms and conditions shall remain applicable as per ..... (PURCHASER) CONTRACT No..... with ..... (SUPPLIER).
  
7. DISPUTES WITH REGARDS TO INCORRECT INVOICING
 

Disputes with regard to incorrect Invoicing shall be governed by ..... (PURCHASER's) CONTRACT No. ....with..... (SUPPLIER).
  
8. ACCESS TO PREMISES
 

..... (PURCHASER) shall allow or obtain the required permission to enable..... (NETWORK SERVICE PROVIDER) employees or authorized personnel, appointed distributors, agents or subcontractors to enter at all times during the normal working hours of ..... (PURCHASER) into the premises where the Services are provided for periodical inspection with seven (7) days prior notice, installing, maintaining, replacing and removing equipment hardware and/or software prior to, during and after the provision of the Services, as well as to inspect the network and/or to the CPE or any other equipment used in or in connection with the Services. The..... (PURCHASER) shall render all assistance in this regard and shall provide safe access and conditions for..... (NETWORK SERVICE PROVIDER)'s employees or appointed personnel whilst in the premises. .... (NETWORK SERVICE PROVIDER)'s employees or appointed personnel shall comply with security and confidentiality policies and procedures while on the..... (PURCHASER)'s premises.

9. NOTICES

Any party may deliver notices to the other by personal delivery or by postal delivery at - (PURCHASER)

.....  
(SUPPLIER)

.....  
(NETWORK SERVICE PROVIDER)

.....

Notices shall be deemed delivered on the date of actual receipt.

10. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The agreement may be amended only in writing when it is signed by..... (NETWORK SERVICE PROVIDER), ..... (SUPPLIER) and..... (PURCHASER).

11. MISCELLANEOUS

- a. The terms of this Agreement shall not be construed to constitute a partnership, joint venture or employer/employee relationship between the parties. This Agreement along with any other relevant document constitutes the whole of the agreement and understanding between the parties about the subject matter.
- b. In the event of any provision of this Agreement being held or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which shall be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose of the deleted provision to the greatest extent possible.
- c. Headings used in this Agreement are for the convenience and ease of reference only, and shall not be relevant to or affect the meaning or interpretation of this Agreement.
- d. No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.
- e. Each Party shall obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.
- f. The (NETWORK SERVICE PROVIDER) and ..... (SUPPLIER) shall ensure compliance of Indian Telecom regulation & all other statutory requirements while performing the works/ services under this agreement.

12. APPLICABLE LAW

The agreement shall be governed by, and construed in accordance with, the Laws of India and the High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction.

13. ARBITRATION

Any disputes which may arise out of this Agreement, and which cannot be settled in discussions

or negotiations between the Parties, shall be referred to the appropriate management or higher authorities of the respective parties to resolve such dispute in good faith. In case no settlement is reached the parties shall refer it to a sole arbitrator appointed and selected by parties. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other subsequent modifications or enactments thereof. The venue for Arbitration proceedings shall be ..... The Arbitration shall be conducted in English Language and the award shall be binding upon all Parties.

#### 14. LIMITATION OF LIABILITY

Limitation & liability with respect to Main Agreement and also this Agreement shall be governed by ..... (PURCHASER's) Contract with ..... (SUPPLIER). For the sake of clarity the parties agree that this Limitation of Liability shall be a part of overall limitation of liability for the entire scope of work under the contract, with respect to 'The Project', executed between the Supplier and the Purchaser.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written

SIGNED AND DELIVERED BY (on behalf of PURCHASER)

Signature .....

Name & Designation .....

Address .....

SIGNED AND DELIVERED BY (on behalf of SUPPLIER)

Signature .....

Name & Designation .....

Address .....

SIGNED AND DELIVERED BY (on behalf of NSP)

Signature .....

Name & Designation .....

Address .....

In presence of:

[Signature, name and address of witness 1]

[Signature, name and address of witness 2]

[Signature, name and address of witness 2]