

# Request for Proposal

### for

## Selection of Master System Integrator for Jalandhar Integrated Smart Solutions

RFP No. 04/JSCL/2018

Volume I: <u>Instructions to Bidders</u>

Jalandhar Smart City Limited (JSCL) office, Jalandhar

### Disclaimer

This report is based on our assessment of data & information collected from or provided by various government departments, officials, websites as on date and our expertise & past experience and is accordingly, given for the specific purpose of internal use by Jalandhar Smart city Limited. Any observation or data if not entirely correct or accurate, should be communicated to us immediately, as the inaccuracy or incompleteness could have a material impact on our conclusions. We have taken reasonable steps to ensure that the data obtained from reliable sources and this report is accurate and authoritative in all respects however, there can be no assurance that the authorities or regulators may not take a position contrary to our conclusions.

This report is for sole information of Jalandhar Smart City Limited and we accept no responsibility to any other party.

### Bidding Schedule: Important Dates

S. No.	Activity	Timeline & Address
1	Release of RFP	6 <sup>th</sup> December 2018
2	Last date of receipt of queries on RFP	18th December 2018: 1700 hrs
3	Pre-bid Meeting date (maximum two members	20th December 2018: 1400 hrs
	per bidder are allowed only).	Address- 5th Floor Meeting RoomPMIDC,
		Chandigarh.
4	Last date for submission of Bids	28th December 2018: 1700 hrs
5	Opening of Bids	02th Jannuary 2019: 1100 hrs
6	Date of opening of Financial bids	To be Intimated later.

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### **Instructions for Online Bid Submission**

- 1. Bidders to submit the Bids online through the Central Public Procurement Portal for e-Procurement at https://etender.punjabgovt.gov.in
- 2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/ Bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- 3. Bidder should register for the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the Contractors/Bidders through email id as registered.
- 4. Bidders need to login to the site through their user ID/ password chosen during enrollment/registration.
- 5. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
- 6. The registered DSC only should be used by the Bidders in the transactions and should ensure safety of the same.
- 7. Contractor/Bidder may go through the tender published on the site and download the tender documents/schedules for the tender.
- 8. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- 9. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting, if any. Bidder should take into account the corrigendum if any published before submitting the Bids online.
- 10. Bidder may log in to the site through the secured login by the user ID/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
- 11. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tender' folder.
- 12. From 'my tender' folder, the Bidder may select the tender to view all the details uploaded there.
- 13. It shall be deemed that the Bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, incomplete Bid shall stand rejected.
- 14. Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format.

Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB in size. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB, the transaction uploading time will be very fast.

- 15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of Bids.
- 16. Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the Bid.
- 17. While submitting the Bids online, the Bidder shall read the terms and conditions and may accept the same to proceed further to submit the Bid packets in accordance with the terms set forth in the tender.
- 18. The Bidder has to select the payment option as online to pay (RTGS) the Tender Fee, Processing Fee and EMD.
- 19. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- 20. The Bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the Bid documents and uploading their Bid/offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General Conditions of Contract without any exception.
- 21. The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid may be rejected.
- 22. If the price bid format is provided in a spread sheet file like BoQ.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-Bid/BOQ template shall not be modified / replaced by the Bidder; else the Bid submitted is liable to be rejected for the tender.
- 23. The Bidders are advised to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of Bids online by the Bidders.
- 24. After the Bid submission (i.e. after Clicking "Freeze Bid Submission" on the portal), the acknowledgement number indicated by the system should be printed by the Bidder and kept as a

- record of evidence for online submission of Bid for the particular tender and also be used as entry pass to participate in the Bid opening.
- 25. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow such time during Bid submission.
- 26. All the data being entered by the Bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of Bid opening by any person.
- 27. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Bid openers.
- 28. The confidentiality of the Bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 29. The Bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30. For any queries regarding e-Tendering process, the Bidders may contact at address as provided in the tender document. Parallely, for any further queries, the Bidders are advised to send a mail to <a href="mailto-smartcityjalandhar@gmail.com">-smartcityjalandhar@gmail.com</a>

### 1. Introduction

### 1.1 About the JSCL

The Jalandhar Smart City Limited (JSCL) in the Special Purpose Vehicle (SPV) incorporated under the Companies Act, 2013 to implement the projects identified under the Smart City Proposal (SCP) and as per guidelines of the Smart City Mission (SCM) by MoHUA, Govt. of India.

### 1.2 Introduction to Jalandhar Smart City Project

Jalandhar, is a city in the Doaba region of Punjab and is the oldest inhabited major city in the state. Previously, the capital of Punjab after independence, before conceding the status to Chandigarh in 1953, Jalandhar has now undergone rapid urbanization and developed into an industrial city known for being a center of commerce. It is situated about 145 Km from the capital, Chandigarh.

The population of Jalandhar is 873,725 (Census 2011) with nearly 75% of this population being Hindu, and the second largest religion being Sikhism at 32.75%. Jalandhar, being an industrial city, is well known for manufacture of several goods, particularly sporting goods, surgical equipment, hand tools, etc. Jalandhar is also renowned for the printing industry, which is among the largest in the Northern part of the country. Jalandhar also happens to be one of the prominent education cities in the region with the largest number of educational centers.

The city wishes to leverage its position as an industrial center with a focus on productivity, activity, business and livability. In the pursuit to achieve the goals set by the authorities, Jalandhar Smart City has kept the ethos of its vision aimed at (i.) Healthy Active City, (ii.) Sports City, (iii.) Entrepreneurial & Productive City, (iv.) Manufacturing based Economy, (v.) Sustainable & Livable City. To realize the smart city mission, various projects under the Jalandhar Smart City initiative have been proposed according to the SCP. Projects ranging from Urban Sanitations, to improved walkability and projects ensuring higher quality of lifestyle have been envisaged. As a part of Smart City initiative, Integrated Command and Control Centre too has been proposed to improve the safety and security of its citizens. This ICCC is envisioned to be the control center for the city's surveillance camera network, other emergency response system network, municipal services and the likes.

### 1.3 RFP Contents

The intent of this RFP is to invite Bids from the Bidders for implementation of an Integrated Command and Control Centre (ICCC) for City of Jalandhar.

The Request for Proposal (RFP) consists of three volumes as follows:

### A. RFP Volume 1: Instruction to Bidders

Volume 1 details the instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms alongwith the bid submission guidelines.

## B. RFP Volume 2: Scope of work including Functional Requirement Specifications & Technical Requirement Specifications

Volume 2 of the RFP provides information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and Functional Requirement Specifications & Technical Requirement Specifications.

### C. RFP Volume 3: Master Service Agreement

Volume 3 contains the Master Service Agreement (MSA) which covers the contractual, legal terms & conditions applicable for the proposed engagement.

### 1.4. Fact sheet

S No.	Item	Description
1	Method of Selection	Each Technical Bid will be assigned a Technical
		score out of a maximum 100 marks. Only the
		Bidders who get an overall Technical score of 70%
		or more in the Technical Evaluation Framework as
		given in Section 3.6 will qualify for Financial
		Evaluation stage. Failing to secure minimum marks
		shall lead to technical rejection of the Bid. The
		Contract will be awarded to the Bidder quoting the
		lowest Bid Price.
2	Availability of RFP Documents	Download from https://eproc.punjab.gov.in/
3	RFP Document Fee/ Tender	INR 25,000 (INR Twenty Five Thousand Only)-

S No.	Item	Description
	document fee (Non-refundable	inclusive of taxes
	and Not -exempted)	
4	Bid Security/Earnest Money	INR 2,00,00,000 (Two Crore Only) through online
	Deposit (EMD)	only (as per format attached in Annexure 5(b)
5	Bid validity	Bid must remain valid up to 180 (One Hundred &
		Eighty) days from the actual date of submission of
		the Bid.
6	Currency	Currency in which the Bidders may quote the price
		and will receive payment is INR only.
7	Name and Address for	CEO, JSCL
	Correspondence/ Bid Opening	Smart City Office
	venue	41 Puda Complex, Jalandhar- 144001

### 1.5 Definitions/Acronyms

S.NO	Term/Acronyms	Description
1.	AAA	Authentication, authorization, and accounting
2.	ABD	Area Base Development
3.	ANPR	Automated Number Plate Recognition
4.	AP	Access Point
5.	AVLS	Automated Vehicle Locator System
6.	B2C	Business to Citizen
7.	ВНС	Benzene Hydro chloride
8.	Bid	Offer by the Bidder to fulfil the requirement of the Authority for an agreed price. It shall be a comprehensive technical and Financial response to the RFP
9.	BOM	Bill of Material
10.	CBCI	Certificate of the Business Continuity Institute
11.	СВСР	Certified Business Continuity Professional
12.	CCC	Command and Control Centre
13.	CCTNS	Crime and Criminal Tracking Network & Systems
14.	CCTV	Closed Circuit Television
15.	CGEIT	Certified in the Governance of Enterprise IT
16.	CISM	Certified Information Security Manager
17.	CISSP	Certified Information Systems Security Professional
18.	COC	City Operation Centre
19.	Consortium	A consortium consists of multiple members (not more than four parties - Lead Bidder + 3 Consortium Members) entering into a Consortium Agreement for a common objective of satisfying the JSCL requirements & represented by lead member of the consortium, designated as a "Lead Bidder".  Also, the responsibility for successful execution of the entire Project will be that of the named Lead Bidder. It is the duty of all the Consortium Members to ensure successful execution of the project by

S.NO	Term/Acronyms	Description
		supporting the Lead Bidder.
		The Constitute Marchan should have relevant
		The Consortium Members should have relevant
		experience of executing similar roles and responsibilities in past as stated in the MoU in
		Annexure 7.
		Parent company existence of Bidder/ Lead bidder
		would be considered for only 100% subsidiary/
		division/ sub division/ branch business unit.
		Intellectual Propert Rights Indeminity will not be
		applicable if any claim of infringement is asserted by a
		parent, subsidiary, or affiliate of the MSI's
		organization,
		For the granges of technical evaluation, not wouth
		For the purpose of technical evaluation, net worth and turnover of only the Bidding entity including the
		parent company will be considered. Net worth and
		turnover of any parent, subsidiary, associate or other
		related entity will not be considered.
20.	СОР	Common Operating Platform
21.		The contingency of 5 % includes Electricity cost,
	Contingency	Transportation, Site prepration, Consumables, Diesel
		cost, False celing & Lighting cost, Furnitures, Lan Cabling and any other passive components.
22.	CAPEX	Capital Expenditure
23.	DBA	Database Administrator
24.	DC	Data Center
25.	DCDC	Data Center Design Consultant
26.	DCP	Deputy Commissioner of Police
27.		Products, infrastructure and services agreed to be
		delivered by the Bidder in pursuance of the
		agreement as defined more elaborately in the RFP,
	<b>5</b>	Implementation and the Maintenance phases and
	Deliverables	includes all documents related to the user manual,
		technical manual, design, process and operating
		manuals, service mechanisms, policies and guidelines
		(such as security related, data migration related), inter
		alia payment and/or process related etc., source code

S.NO	Term/Acronyms	Description
		and all its modifications.
28.	DIT	Directorate of Information Technology
29.	DNS	Domain Name Server
30.	DR	Disaster Recovery
31.	Effective Date	The date on which the Contract Agreement for this
		RFP comes into effect
32.	EMD	Earnest Money Deposit
33.	EMS	Enterprise Management System
34.	EMV	Engineering Materials Vehicles
35.	ETA	Estimated Time of Arrival
36.	ETD	Estimated Time of Departure
37.	e- Procurement Portal	Electronic tendering system of the Authority
38.	ETM	Electronic Ticketing Machine
39.	FB Camera	Fixed Boxed Camera
40.	FPS	Frames Per Second
41.	FRS	Functional Requirement Specifications
42.	FTTX	Fiber to the x
43.	G2C	Government to Citizens
44.	GI Pipes	Galvanised iron Pipes
45.	GIS	Geographical Information System
46.	GoP	Government of Punjab
47.	GPRS	General Packet Radio Service
48.	GPS	Global Positioning System
49.	GSM	Global Systems for Mobile Communications
50.	GUI	Graphical User Interface
51.	HPSV	High Pressure Sodium Vapour lamps
52.	HDPE	High-Density Polyethylene
53.	НО	Head Office
54.	ICT	Information and Communication Technology
55.	IDS	Intrusion Detection System
56.	IOE	Internet of Everything
57.	IP	Internet Protocol
58.	IPS	Intrusion Prevention System
59.	ITIL	Information Technology Infrastructure Library
60.	JSCL	Jalandhar Smart City Limited
61.	KeDB	Knowledge Database
62.	LAN	Local Area Network
63.	LED	Light Emitting Diode

S.NO	Term/Acronyms	Description
64.	LOI/LOA	Letter of Intent/Letter of Award
65.	MAN	Metropolitan Area Network
66.	MoII/MoA	Memorandum of Understanding/ Memorandum of
	MoU/MoA	Agreement
67.	MSV	Mobile Surveillance Vehicle
68.	MTBF	Mean Time Between Failures
69.	MTTR	Mean Time to Repair
70.	MUX	Multiplexer
71.	NFC	Near Field Communication
72.	NIC	National Informatics Centre
73.	ЈМС	Jalandhar Municipal Corporation
74.		Network Operations Center
		A Network Operations Center (NOC) is defined as
		the place from which the networks are supervised,
		monitored and maintained. It typically has a network
	NOC	operations center, a room containing visualizations of
		the network or networks that are being monitored,
		workstations at which the detailed status of the
		network can be seen, and the necessary software to
		manage the networks.
75.	Node	L3 aggregation points consisting of L3 switches
76.	Non-Compliance	means failure/refusal to comply with the terms and
	1	conditions of the tender
77.		means failure to furnish complete information in a
		given format and manner required as per the tender
		documents or non-submission of tender offer in
	Non-Responsive	given forms/ pro forma or not following
		procedure(s) mentioned in this tender or any of
		required details or documents is missing or not clear
		or not submitted in the prescribed format or non-
		submission of RFP Document/ tender fee and/ or
		EMD
78.	O&M	Operations & Maintenance
79.	OEM	Original Equipment Manufacturer
80.	OFC	Optical Fibre Cable
81.	OGC	Open Geospatial Consortium
82.	OS	Operating Systems
83.	OTP	One Time Password
84.	PA System	Public Address System

S.NO	Term/Acronyms	Description
85.	PDU's	Power Distribution Units
86.	PIS	Passenger Information System
87.	PoE	Power over Ethernet
88.	PoP	Points of Presence
89.	PTZ	Pan Tilt Zoom
90.	QR Code	Quick Response Code
91.		The consents, waivers, clearances and licenses to use
		Authority Intellectual Property Rights, rights and
	Required Consents	other authorizations as may be required to be
	required consents	obtained for the software and other items that DIT,
		GoP their nominated agencies are required to make
		available to Bidder pursuant to this Agreement;
92.	RF	Radio Frequency
93.	RFID	Radio Frequency Identification
94.	RFP	Request for Proposal
95.	RLVD	Red Light Violation Detection
96.	RoW	Right of Way
97.	RPO	Recovery Point Objective
98.	RTO	Recovery Time Objective
99.	SDPO	Sub-Divisional Police Officer
100.		The level of service and other performance criteria
	Service Level	which will apply to the Services delivered by the
		Bidder;
101.	MSI	Master System Integrator
102.		Service Level Agreement; Performance and
	SLA	Maintenance SLA executed as part of this Master
		Service Agreement;
103.	SNMP	Simple Network Management Protocol
104.	SMPS	Switched Mode Power Supply
105.	SOP	Standard Operating Procedure
106.	SOS	Save Our Souls
		SOS is the international Morse code distress signal
107.	SSID	Service Set Identifier
108.	Successful Bidder	The Bidder who is qualified & successful in the
		bidding process and is awarded the work
109.	TRAI	Telecom Regulatory Authority of India
110.	TRS	Technical Requirement Specifications
111.	UPS	Uninterruptible Power Supply
112.	URL	Uniform Resource Locator

S.NO	Term/Acronyms	Description
113.	VA	Video Analytics
114.	VaMS	Variable Message System
115.	VCA	Video Content Analytics
116.	VLAN	Virtual Local Area Network
117.	VMS	Video Management Software/System
118.	WAN	Wide Area Network
119.	WSP	Wi-Fi Service Provider
120.	Server Room	Sever room and data centre shall mean the same.

2. Instruction to Bidders

2.1 General

While every effort has been made to provide comprehensive and accurate background

information, requirements and envisaged solution(s) specifications, Bidders must condusct

their own due diligence and form their own conclusions about the solution(s) needed to meet

the JSCL's requirements. Bidders and recipients of this RFP may wish to consult their own

legal advisers in relation to this RFP.

b. All information supplied by Bidders as part of their Bids in response to this RFP, may be

treated as contractually binding on the Bidders, on successful award of the assignment by the

ISCL on the basis of this RFP.

c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal

written contract has been executed by or on behalf of JSCL. Any notification of preferred

bidder status by JSCL shall not give rise to any enforceable rights by the Bidder. JSCL may

cancel this public procurement at any time prior to a formal written contract being executed

by or on behalf of JSCL.

d. Sealed Bids shall be received by the JSCL by physical posts with readable storage media

(USB), in person before the time and date specified in the schedule of the tender notice. In

the event of the specified date for the submission of Bids being declared a public holiday by

the Government of Punjab (GoP), the Bids will be received up to the appointed time on the

next working day. The JSCL may, at its discretion, extend this deadline for submission of

offers by issuing corrigendum.

Telex, cable or facsimile Bids will be rejected.

For any assistance, the Bidders can contact the following officer as per their convenience on

the addresse given below:

Name of the Officer: Mr. Vishesh Sarangal, IAS

Designation: CEO, JSCL

Address: 41, Puda Complex, Jalandhar- 144001

Email Id: smartcityjalandhar@gmail.com

Contact No.:+91-6284391570

### 2.2 Eligible Bidders

Bids may be submitted by either of the following categories of Bidders only:

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

A Systems Integrator (or System Integrator) is a person or company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together.

#### a. Sole Bidder

The Sole Bidder must be an MSI company which has the capabilities to deliver the entire scope as mentioned in the RFP. The Sole Bidder cannot Bid as a part of any other consortium Bid under this RFP.

#### b. Consortium of Firms

Bids can be submitted by a Consortium of firms. A Consortium should **not consist of more than three parties** (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFP. The Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium Members needs to be declared in the Bid which cannot be changed by the Bidder later on.

All the Members of the Consortium shall be jointly and severally responsible for this Contract. The Member of the Consortium holding highest stake shall be the Lead Partner. The Consortium shall comply with the following requirements:

A Consortium Agreement Must be submitted along with shall specify the roles & responsibilities and the Lead Member and the Consortium Members shall be submitted along with the Bid Documents. The Lead Bidder shall hold not less than 51% and the other two consortium members shall hold not leass than 20% each of the Project and cumulative should be total to 100%.

### The Lead Bidder will be responsible for:

- i. The management of all Consortium Members who are part of the Beignid, and
- ii. The supply, delivery and installation of all products and services submitted in their Bid and as part of the contract

Bids submitted by a Consortium should comply with the following requirements also:

- i. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder.
- ii. Any firm which is not a Lead Bidder (however, is a consortium member) can only be a member in one bid i.e all members of a Consortium are restricted from being part of any other Consortium that is formed to participate in a Bid in response to this RFP.
- iii. Any of the Lead Bidders cannot be a Consortium Member with another Bidder in a separate Bid.
- iv. Consortium Members are free to enter the inter se allocation of responsibilities between themselves for the execution of the Project. However, it is the responsibility of the Lead Bidder to ensure that all the other Consortium Members in the Bid are compliant to all the clauses as mentioned in the Bid, failing which, Bid shall be liable for disqualification.

### 2.3 Compliant Bids/Completeness of Response

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

iii. Comply with all requirements as set out within this RFP

### 2.4 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If Bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the specifications, he shall get them clarified before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to JSCL in writing in order that such doubt may be removed or clarifications are provided in the manner set out in clasue 2.6

### 2.5 Bid Preparation costs

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

### 2.6 Pre-Bid Meeting & Clarification

### 2.6.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this Project can be submitted to JSCL (to be emailed at smartcityjalandhar@gmail.com) as per the online submission mode and timelines mentioned in the Bidding Schedule. The pre-bid queries should be submitted in MS excel sheet format, along with name and details of the organization submitting the queries.

JSCL shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by JSCL.

Bidders must submit their queries as per the format mentioned in Section 5 - Annexure I

Maximum of 2 members per Bidder will be allowed to participate in the Pre-Bid Conference and a letter from the Authorized Signatory from the intended Bidder (in case of Consortium from the Lead Bidder only) will clearly specify the names of the participants.

The venue for the Pre-Bid Conference will be 5th floor, meeting hall, PMIDC, Chandigarh

### 2.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

JSCL will organize a Pre-Bid Conference and will respond to any request for clarification or modification of the bidding documents. JSCL shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.

JSCL shall endeavour to provide timely response to all queries. However, JSCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith. JSCL does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by JSCL exclusively through a corrigendum and in writing. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of JSCL.

Any corrigendum/notification issued by JSCL, subsequent to issue of RFP, shall only be available/hosted on the website URL mentioned in the fact sheet.

### 2.7 RFP Document Fee

RFP can be downloaded from the website URL mentioned in the fact sheet.

RFP Document Fee/ Tender Fee of Rs. 25,000 (Rupees Ten Thousand Only) shall be paid at the time of submission of bid through online mode only. The tender fee shall be non-refundable and/or non-adjustable.

Without the payment of tender fee, the Bid shall be deemed as incomplete and non-responsive and shall not be considered.

There would be a processing fess which should be payed through online mode only.

### 2.8 Bid Security/ Earnest Money Deposit (EMD)

Bid Security/ EMD of Rs. 2,00,00,000 (Two Crores) shall be paid at the time of submission of Bid through online mode only. No exemption for submitting the EMD will be given to any agency. EMD in any other form will not be entertained.

For Unsuccessful bidders: EMD of all unsuccessful bidders would be returned without interest by JSCL, on finalization of the Bid, in all aspects by the Successful Bidder.

For Successful bidders: EMD, for the amount mentioned above, of Successful Bidder would be returned without interest upon submission of Performance Bank Guarantee by the Successful Bidder.

The above mentioned EMD amount refund would be processed within 3 months from the date of selection of MSI.

In case a Bid is submitted without the EMD, then JSCL reserves the right to disqualify and summerily reject the Bid without providing opportunity for any further correspondence to the Bidder concerned.

The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client under the RFP or in law under the following conditions/circumstances:

- a. If a Bidder withdraws or modifies its Bid during the Proposal validity period or any extension agreed by the Bidder thereof.
- b. If a Bidder is disqualified in accordance with Clause 2;
- c. If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 4.
- d. If a Bidder is declared the first ranking Bidder and it:
  - withdraws its Bid during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
  - fails to furnish the Performance Security
  - fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
  - fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
  - fails to execute the Contract.

### 2.9 Bid Validity Period

Bid shall remain valid for the time period mentioned in the Fact Sheet.

The Bidder shall be required to extend the Bid validity period, if requested by the JSCL/ client to do so. Accordingly the validity of the Bank Guarantee of EMD shall also be extended by the Bidder for such period.

The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the Bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its Bid, but will be required to ensure that the bid remains secured for a correspondingly longer period.

### 2.10 Contents of Bid

One set of documents (each enveloped packed separately and and packed together in a master envelope) are required to be submitted for evaluation. The sets will comprise of:

Document Set per envelope- packed in one master envelope	Name of Document <sup>1</sup>		Content
		a.	RFP Document Fee
	RFP Document Fee & Bid		receipt
One	Security/Earnest Money	b.	Bid Security/Earnest
	Deposit (EMD)		Money Deposit (EMD)
			receipt
		a.	Pre-Qualification Bid as
	Pre-Qualification Bid		per Section 6.1 and 6.2
			along with the required
			supporting documents
Two		b.	No Deviation Certificate
			as per Section 6.3
		c.	Total Responsibility
			Declaration as per
			Section 6.4
Three Technical Bid	Toological Rid	a.	Technical Bid
	Technical Did	b.	Response to FRS & TRS

- a. Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Financial Bid.
- b. All the pages of the Bid must be sequentially numbered. The Bid documents must contain in the beginning of the document, a list of contents with page numbers.
- c. The original Bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the Bids.
- d. All pages of the Bid shall be initialed and stamped by the person (or persons) who sign the Bid.
- e. All the four envelopes comprising the Bid including the Financial Bid shall then be sealed in an outer envelope and the envelope marked as "**BID**" and shall clearly bear the following identification.

### "Request for Proposal for Selection of Agency for Selection of Agency for Implementation of Jalandhar Smart City Solutions"

#### And

## NOT TO BE OPENED BEFORE THE DUE DATE/ TIME FOR BID SUBMISSION & OPENING"

f. Each of the envelopes shall be addressed to:

ATTN OF: Chief Executive Officer, Jalandhar Smat City Limited

ADDRESS: .41 Puda Complex, Jalandhar- 144001

- g. The physical submission of the Bid has to be accompanied by soft copy of the Bid in form of non-writable CD/ DVD per Section.
- h. The Bid shall be submitted by the date and time mentioned in the Bidding Schedule sheet to the address mentioned in para (f) above.
- i. Failure to submit the Bid before the submission deadline specified in the Bidding Schedule sheet would cause a Bid to be rejected.
- j. JSCL will not accept delivery of Bid by fax or e-mail only. Hard Copy submission is mandatory.

### 2.11 Bid Formats

### 2.11.1 Pre-Qualification Bid Format

Section #	Section Heading	Details
1.	Pre-Qualification checklist	As per format provided in section 6.1
2.	Pre-Qualification Bid Covering Letter	As per format provided in section 6.2
3.	Consortium Agreement	As per format provided in Annexure 7 of this Volume
4.	About Bidder	As per format provided in section 6.3 of this document

Section #	Section Heading	Details
		Copy of Certification of
5.	Legal	Incorporation/Registration Certificate
		2. PAN Card
		3. GST Registration Number
		Details of annual turnover for the last three
6.	Annual Turnover	financial years with CA certified documentary
		evidence.
7.	Net worth	A positive networth for the last three financial year with documentary support from the satutatory auditor certifying the same certificate Inserted in pursuance of Section 6.3 C
8.	Certification	Relevant ISO certification
9.	Self-certificate for non-	As per format provided in section 6.4
	blacklisting clause	
10.	Power of Attorney	Documentary evidence as per format provided in
	Power of Attorney	Annexure 8 and 9
11.	Project Experience	Citation details of projects as per format in Section
	, 1	7.4 and 6.7, as applicable.
12.	No Deviation Certificate	As per format provided in section 6.5
13.	Total responsibility certificate	As per format in 6.6
14.	MAF Certificate (If required)	Should only be signed and sealed by the country head of the OEM

### 2.11.2 Technical Bid Format

Section #	Section Heading	Details
1.	Technical Bid Checklist	As per format provided in Section 7.1
2.	Technical Bid Covering Letter	As per format provided in Section 7.2
3.	About Bidder	<ul> <li>Details about Bidder (whether sole Bidder or Consortium)</li> <li>Bidder's General Information as required in Technical Criteria 3.6</li> </ul>
4.	Understanding	Details as required in Technical Criteria 3.6

Section #	Section Heading	Details	
5.	Solution proposed	Details as required in Technical Criteria 3.6	
		Please refer to Section 7.5.1.	
6.	Project/credential summary	As per format provided in Section 7.3	
7.	Bidder's Experience	Project citation as per format provided in section	
		7.4 and supporting documentary evidences and	
		Self-certifications as per format in Section 6.7 as	
		applicable	
8.	Project Plan and Resources	Project plan as per format provided in	
		Section 7.5.2	
		Manpower Plan as per format provided in	
		Section 7.5.3 I & II	
		Summary of resources as per format	
		provided in Section 7.6	
		CV of resources as per format provided	
9.	Manufacturers'/Producers'	As per format provided in Section 7.11	
	Authorization Form		
10.	Anti-Collusion Certificate	As per format provided in Section 7.12	
11.	Non-disclosure agreement	As per format provided in Section 11 (Annexure 6)	

### 2.11.3 Financial Bid Format

The Bidder must submit the Financial Bid in the formats specified in Section 8.

S No.	Section Heading	Details
1	Total Price Summary	As per format provided in Section 8.1
2	Price component for CAPEX	Price component for CAPEX 8.2
3	Price component for OPEX	As per format provided in Section 8.3

### 2.12 Language

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

### 2.13 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre-Qualification, Technical and Financial Bids.

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

### 2.14 Amendment of Request for Proposal

At any time prior to the due date for submission of Bid, JSCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the JSCL website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective Bbidder(s) to check the JSCL's website given in advertisement from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, JSCL shall not be responsible.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their Bids, JSCL, at its discretion, may extend the deadline for submission of Bids. Such extensions shall be uploaded on website of the JSCL.

### 2.15 Bid Price

Financial Bid shall be as per the format provided in Section 8. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between JSCL and the Bidder.

Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total Bid Price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as

non-responsive and rejected. However, it should be noted that the price quotes should be inclusive of GST tax components.

#### 2.16 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.5. The Bids with deviation(s) to the clauses and/or outlined scope mentioned in the RFP and/or non submission of required documentations are liable for rejection.

### 2.17 Total Responsibility

Bidder should issue an underrtaking for taking total responsibility for the defect free operation with effective SLAs of the proposed solution as per the format mentioned in Section 6.6.

#### 2.18 Late Bids

- a. Bids received beyond the submission date and time mentioned in this RFP shall summarily be rejected and not considered for evaluation.
- b. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence shall be entertained in this regard. Bids submitted only in accordance with the procedures and guidelines laid down in this RFP shall be considered valid and due for evaluations.
- c. JSCL shall not be responsible for any non-receipt/non-delivery or delay in delivery of the documents due to technical snag whatsoever at Bidder's end, No correspondence regarding such non-submissions shall be entertained.
- d. JSCL reserves the right to modify and amend any of the above-stipulated condition/criterion.

### 2.19 Right to Terminate the Process

JSCL may terminate the RFP process at any stage during the bidding process and without assigning any reason whatsoever. JSCL makes no commitments, express or implied, that this process guarantees any Bidder the allotment of this project in question.. This RFP does not constitute an offer by JSCL.

### 2.20 Non-Conforming bids

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

- a. Non-Compliance of any clause(s) of this RFP.
- b. If a Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

### 2.21 Acceptance/ Rejection of Bids

- a. JSCL reserves the right to reject in full or part, any or all Bids without assigning any reason thereof. JSCL reserves the right to assess the Bidder's capabilities and capacity. The decision of JSCL shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction and/or addition must be clearly written and duly attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, JSCL reserves the right to reject the Bid and forfeit the EMD.

If there are any discrepancies in the Financial Bid, it shall be subjected to the following:

- a. If, in the Price Bid structure quoted for the required goods/services/works, there is any discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c. If there is a discrepancy between words and figures, the amount in words shall prevail.
- d. Any discrepancies found in the offer may be intimated to the Bidder and JSCL may request the Bidder requesting clarification for the same within a sipulated timeframe. JSCL reservs all the rights to take appropriate decisions as it may deem fit upon receiving the clarifications

for such discripensicies. The decision taken by JSCL on such matter(s) or otherwise shall be final and binding.

### 2.22 Confidentiality

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

### 2.23 Disqualification

The Bid is liable to be disqualified/ a proper explanation may be called in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:

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

h. In case any one party submits multiple Bids or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Bids/Bidders are withdrawn upon notice immediately;

i. If any of the Lead Bidder is also a member in any other Bid, then all the affected Bids shall be disqualified.

### 2.24 Key Personnel

JSCL has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the Bidder (hereinafter referred to as "Key Personnel"). Details of these key positions are provided in Section 3.6.2.

### 2.24.1 Initial Composition; Full Time Obligation; Continuity of Personnel

Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the Bid.

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.

In any such case, the JSCL's prior written consent would be mandatory.

### 2.24.2 Evaluations

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

### 2.24.3 Replacement

In case any proposed resource resigns, then the Bidder has to inform JSCL within one week of such resignation.

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to JSCL.

Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide JSCL with:

- a. a resume, curriculum vitae and any other information about the candidate that is reasonably requested by JSCL; and
- b. An opportunity to interview the candidate.

The Bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.

If JSCL objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.

The Bidder needs to ensure at least 4 weeks of overlap period in such replacements. JSCL will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the bidder due to resource replacement.

### 2.24.4 High Attrition

If in the first 6 month period from the Contract Effective Date in case of replacement of the projected man power resourcing, a penalty of Rs. 50,000 for first seven days and Rs. 10,000 per day can be imposed on the Bidder (for one replacement) till appropriate and approved replacement is done. Bidder shall:

a. Provide JSCL with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Bidder with any departing member of the Key Personnel; and

b. If such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

### 2.25 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Not withstanding anything to the contrary contained in this RFP, JSCL shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, JSCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD, as mutually agreed genuine pre-estimated compensation and damages payable to JSCL for, inter alia, time, cost and effort of JSCL, in regard to the RFP, including consideration and evaluation of such Bid.
- b. Without prejudice to the rights of JSCL under Clause above and the rights and remedies which JSCL may have under the LOI or the Agreement, if a Bidder is found by JSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Contract such Bidder shall not be eligible to participate in any tender or RFP issued by JSCL during a period of 3 years from the date such Bidder is found by JSCL to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c. For the purposes of this Section, the following terms shall have the meaning herein after respectively assigned to them:
  - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly orindirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JSCL who is or has been associated in any manner, directly or indirectly with the Selection P rocess or the

LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of JSCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of JSCL in relation to any matter concerning the Project;

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

### 2.26 Conflict of Interest

- a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, JSCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to JSCL for, inter alia, the time, cost and effort of JSCL including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to JSCL hereunder or otherwise.
- b. JSCL requires that the Bidder provides solutions which at all times hold JSCL's interests paramount, avoid conflicts with other assignments or its own interests, and act without any

consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of JSCL.

### 2.27 Sub-Contracting

The Bidder would not be allowed to sub-contract work, except for the following:

- a. Facility Management Staff at Ground maintenance, Cleaning, Catering, Vending Space management, Utilities management, Site Prepration etc. and associated manpower and site prepration
- b. Sub-contracting shall be allowed only with prior written approval of JSCL. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the Successful Bidder/ Lead Bidder. The Successful/ Lead Bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor.

### 2.28 Eligible Goods and Services, and OEM Criteria:

- a. For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- c. The OEM for each product or technology quoted should be in the business of that product or solution or technology for a minimum of 1 years on the date of release of this RFP.
- d. The MAC address of the surveillance cameras and other necessary components must be registered in the name of the OEM supplying the equipments. If required, Bidder will have to demonstrate the POC before the deployment.
- e. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- f. The OEM for all active components should give a declaration that products or technology quoted are neither end of- sale nor end-of-life till 18 months from the date of commissioning and are not end-of-support till the successful completion of O&M.

- g. The proposed OEM should have installed base of at least 20% of the quoted product or technology.
- h. Bidder must quote products in accordance with above clause "Eligible goods and related services".
- j. The OEM of each product or technology should have relevant quality certifications like ISO 27001 or ISO 9001:2008 or ISO 140001 or equivalent. Documentary proof should be attached to the technical proposal.
- k. The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs.
- Each of the proposed OEMs should either have existing capability and infrastructure to provide 24x7x365 technical support in India, or should provide an undertaking that they would establish the requisite infrastructure and capability to provide 24x7x365 technical support, if they be declared successful in the bid evaluation and subsequent award of this tender.
- m. The Goods and Services to be supplied, installed and/or performed by the Bidder conform to the RFP requirements.
- n. Bidder's solution shall adhere to the model framework of cyber security requirements set for Smart City (K-15016/61/2016-SC-1, dated 20th May 2016, Government of India, and Ministry of Housing and Urban Affairs).

Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal by the Bidder.

### 2.30 Right to vary quantity

- a. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased/ decreased upto (+/-) 20% till one year from the date of signing of contract. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b. If the JSCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

### 2.31 Withdrawal, Substitution, and Modification of Bids

- a. No Bid may be withdrawn, substituted, or modified in the interval between the Bid submission deadline and the expiration of the Bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- c. Bids withdrawn shall not be opened and processed further.

### 2.32 Site Visit for preparation of the bid

- a. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b. It is strongly recommended that bidders may conduct their own studies and surveys as per the requirement of RFP whereever necessary, prior to the proposal submission at their own costs.
- b. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

### 3. Selection Process for Bidder

### 3.1 Opening of Bids

The Bids shall be opened by JSCL in presence of those Bidders or their representatives who may be present at the time of opening.

The representatives of the Bidders should be advised to carry the identity card and a letter to JSCL from the bidder firms to identify that they are bona fide representatives of the Bidder firm, for attending the opening of Bid.

There will be three Bid-opening events as follows:

- a. Set 1 (RFP Document Fee & EMD)
- b. Set 2 (Pre-Qualification Bid)
- c. Set 3 (Technical Bid)

- i. The venue, date and time for opening the Bids are mentioned in the Fact Sheet.
- ii. The date and time for opening of Technical Bid is specified in the bidding schedule and that of the Financial Bid would be communicated at respective stages to eligible Bidders.
- iii. The Technical Bids of only those Bidders will be opened who clears the Pre-Qualification Bid stage.
- iv. The Financial Bids of only those Bidders will be opened who score equal to or more than qualifying marks in the Technical Bid stage.

### 3.2 Preliminary Examination of Bids

JSCL shall examine the Bids to determine whether they are complete, whether the documents have been properly signed and whether the Bids are generally in order. Any Bids found to be non-responsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by JSCL and shall not be included for further consideration.

Initial Bid scrutiny shall be held and Bids will be treated as non-responsive, if Bids are:

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization
- c. Found with suppression of details
- d. With incomplete information, subjective, conditional offers and partial offers submitted
- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP
- g. With lesser validity period

#### 3.3 Clarification on Bids

During the Bid evaluation, JSCL may, at its own discretion, ask the Bidder for any clarification(s) of its Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered, or permitted. JSCL's decision on the clarification(s) received shall be final and binding.

#### 3.4 Evaluation Process

JSCL shall constitute a Tender Evaluation Committee to evaluate the responses of the Bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of Bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings with or presentation from the Bidders to seek clarifications or confirmations on their Bids.

The Tender Evaluation Committee reserves the right to reject any or all Bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

### 3.4.1 Stage 1: Pre-Qualification

- a. JSCL shall validate the Set 1 "RFP Document Fee & Bid Security/Earnest Money Deposit (EMD)".
- b. If the contents of the Set 1 are as per requirements, JSCL shall open the "Pre-Qualification Bid". Each of the Pre-Qualification Criteria mentioned in Section 3.5 is MANDATORY. In case, the Bidder does not meet any one of the conditions, the Bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Pre-Qualification Criteria through Email and Phone and subsequently, the EMD shall be returned to the respective disqualified Bidders. The EMD of Successful Bidder shall be returned after the submission of Performance Bank Guarantee by it.

c. Technical and Financial Bids for those Bidders who don't pre-qualify will not be opened. Financial Bid will not be opened for those Bidders, who don't qualify the technical evaluation.

### 3.4.2 Stage 2: Technical Evaluation

- a. Set 3 "Technical Bid" will be evaluated only for the Bidders who succeed in Stage 1.
- b. JSCL will review the Technical Bids of the short-listed Bidders to determine whether the Technical Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at JSCL's discretion. Substantially responsive Bids for this clause shall mean the Bid received in the prescribed format and that meets the basic eligibility criterian as mentioned in this RFP.
- c. The Bidders' technical solutions proposed in the Bid shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.6.
- d. Bidders may be asked to give demonstration of the envisaged solution to JSCL as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.
- e. Bidders to submit detailed "Approach & Methodology & Solutions proposed"
- f. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the Bidders who get an Overall **Technical score of 70%** or more in the Technical Evaluation Framework as given in Section 3.6 will qualify for Financial Evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

### 3.4.3 Stage 3: Financial Evaluation

- All the technically qualified Bidders will be notified to participate in Financial Bid opening process.
- b. 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 JSCL's discretion.
- c. Financial Bids that are not as per the format provided in Section 8 (Annexure 4) shall be liable for rejection.
- d. The bid price shall be inclusive of all taxes and levies and shall be in Indian Rupees.

- e. Mentioning prices for each line item of BOM is mandatory.
- f. The Bid which has quoted the lowest rate (L1) shall be considered as the Most Advantageous Bid and may be awarded with the Work.
- g. Prices for each line item would be checked and same line items would be compared while declaring L1, in case any bidder has not mentioned price of any item in the financial quote then that item would be excluded from overall quoted price by all bidders while declaring L1.
- h. Bidder would not leave blank in any of the line item of BoM.
- i. The Bid Security amount shall be returned to those who don't qualify the financial evaluation stage and after PBG shall be submitted by the Successful Bidder.

# 3.5 Pre-Qualification Criteria

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
1	Company Profile	The Sole Bidder/ Lead Bidder (in case of Consortium) shall be in operations for a period of at least ten (10) years as on published date of RFP.  In case of a Consortium, in addition, each member other than Lead Bidder shall be in operations for a period of at least five (5) years as on published date of RFP.	<ol> <li>Copy of certificate of Incorporation/Registration under Companies Act 1956 or The companies Act 2013 (for Indian companies)</li> <li>Foreign companies (in case of a Lead bidder or OEM) not registered in India shall provide equivalent proof of incorporation/ registration</li> <li>A written undertaking from each of the Consortium Members, in case of a Consortium, duly signed by the authorized signatory, holding a written power of attorney for this Bid on a stamp paper of relevant value, authorizing the lead bidder to incur liabilities and receive instructions for and on behalf of any and all consortium members, and the entire execution of the Contract including but not limited to the payments.</li> <li>MoA among the Consortium Members shall be submitted</li> </ol>
2	Company Financial Profile	The Bidder/Consortium shall have an average annual turnover of INR 300 Crores over the last three (3) Financial Years.  In case of Consortium, each member of the Consortium (other than the Lead Bidder) should have an average annual turnover of INR 30 crores and positive net-worth for the last three financial years.  (Sole Bidder/ Lead Bidder or Consortium Members must have experience into one of the following specific business areas: ICT/IT Infrastructure/System Integration Services/ IT, ITES, e Governance services, DC/DR, Surveillance, ITMS)	showing the area of business.  1. Audited financial statements for last three Financial Years.  2. In original, the Statutory auditor's/CA certificate clearly specifying the annual turnover for the specified years.  3. In original the Statutory auditor's/CA certificate clearly specifying the experience from specific business areas.  4. Copy of GST Registration Number

S	Type	Pre-Qualification Criteria	Required Documentary Evidence
No.			
3	Financials- Networth	The Bidder (Lead Bidder in case of Consortium)shall have positive net worth the last three Financial Years (2015-16,2016-17,2017-18).  The Consortium Member should have positive net worth as per the audited consolidated financial statements in each of the last 3 financial years.	Certificate from the Statutory Auditor/CA on net worth for last 3 years
4	Local Presence	The Sole Bidder or the Lead Bidder of the Consortium, should have office in the City of Jalandhar or should furnish an undertaking that the same would be established within one month of signing the contract, if Project is awarded	or, Undertaking from authorized signatory to open office in Punjab within 30 days from Contract signing.  All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
5	Power of Attorney	<ol> <li>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>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> </ol>	<ul> <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 Annexure.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 Annexure.9</li> </ul>
6	Key Certifications	The Sole Bidder or any of Consortium members, should jointly possess any three (3) of the below certifications which are valid at the time of bidding:  i. ISO 9001:2008/ ISO 9001:2015 for Quality Management System ii. ISO 14001:2015 for Environmental Management System iii. ISO 20000:2011 for IT Service Management iv. ISO 27001:2013 for Information Security Management System  Mandatory Certification:  CMMi Level 3 or above for Capability Maturity Model Integration	The Sole Bidder or any of Consortium members should provide:  i. Copies of valid certificates  ii. CMMi Level 3 Certificate or In case the Bidder is in the process of recertification of CMMi Level 3 or above; then the copy of expired certificate and present assessment certificate from duly authorised CMMi Auditor to be enclosed.

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
7	Company Standings	As on date of submission of the proposal, the Bidder (all members of the consortium as applicable) shall not be blacklisted by any State /Central Government Department or Central /State PSUs.  There should not be any report filed against the bidder for any breach of contract for the work assigned by any of its employer.	<ol> <li>In case of a Sole Bidder, a letter of undertaking certifying to this effect on the letter head by Bidder's authorized signatory.</li> <li>In case of Consortium, this needs to be provided by each of the Consortium Member. A letter of undertaking certifying to this effect on a letter head from Bidder's authorized signatory.</li> </ol>
8	ICT components	The Bidder (any member or all the members in case of consortium) shall have successfully executed a minimum two out of the below mentioned projects with cumulative value of INR 50 crore in last seven years (excluding civil work):  1) Data Center / DR (Min. Tier II or above)- (Min cut-off value of successfully executed cumulative projects in this segment is INR 10 Crores) 2) Surveillance projects (Min value of successfully executed cumulative projects is INR 10 Crores) 3) Command and control center/City Control Room/Communication Center (Min value of successfully executed cumulative projects is INR 10 Crores) 4) Intelligent traffic management (Min value of successfully executed cumulative projects is INR 10 Crores) And, at least 2 projects of any of the above mentioned solutions with minimum project value of 10 Crore each	The Sole Bidder/any Member of Consortium/Sub-Contractor(s):  1. Work Order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.  2. Work Completion Certificate issued & signed by the authorized signatory of the client entity on such entity's Letter head.  In case of large orders/orders with operations & maintenance phase, 80% completion may specify successful execution of mentioned components and in-operation status of a part of the order meeting the requirement through a Self-declaration from authorized signatory. The format of the self-certificate is provided in Section 6.7 of RFP Volume I.  JSCL reserves the rights to contact the competent authority for the specified Work Orders/ Work Completion Certificates.

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
9	Other Smart Solutions-eGovernance, Disater Management, GIS	The Bidder (all the members in case of consortium put together) shall have successfully executed Projects in last ten years (excluding civil work) in any of the two areas from the below mentioned areas:  Management System/Variable essage Signboards/ Environment Monitoring  2) Disaster Management  3) GIS  4) eGovernance	The sole Bidder/any Member of Consortium/Sub-Contractor(s):  1. Work Order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.  2. Work Completion Certificate issued & signed by the authorized signatory of the client entity on the entity's Letterhead  In case of large orders/orders with operations & maintenance phase, 80% completion may specify successful execution of mentioned components and in-operation status of a part of the order meeting the requirement through a Self-declaration. The format of the self-certificate is provided in Section 6.7 of RFP volume I. JSCL reserves the right to contact the competent authority for the specified Work Orders/ Work Completion Certificates.

### 3.6 Technical Evaluation Framework

The Bidder's technical solution proposed in the Technical Bid Evaluation shall be evaluated as per the evaluation criteria in the following table:

S No.	Evaluation Criteria	Total Marks
1	Company Profile	10
2	Project Experience	50
3	Approach & Methodology & Solutions proposed	10
4	Relevant Manpower Deployment	30

**L1** Qualification Minimum absolute technical score to qualify for commercial evaluation is 70 marks out of total 100 marks and the bidder should get minimum of 50% of marks in each of above mentioned evaluation criteria except Approach and Methodology Section.

JSCL (or a nominated committee/ party) reserves the right to check/ validate the authenticity of the information provided in the Pre-Qualification and Technical Evaluation criteria and the additional requisite support must be provided by the Bidder.

### Technical Bid Criteria & Evaluation

S	Criteria/	Evaluation Criteria Details	Max.	Required Supporting
No.	Category		Marks	Documents
1. (	Company Profile			
<b>A.</b>	Annual Turnover (Specific Business Areas)	Average annual turnover from "Specific Business Areas" as mentioned below for Sole Bidder or Lead Bidder (in case of Consortium) and Consortium Members over the last three Financial years.  Marks shall be allotted as given below:  • More than Rs. 500 Cr. = 5 marks • More than Rs. 400 to 500 Cr. = 3 marks • At Rs. 300cr. to 400 cr = 2 marks  "Specific Business Areas" include:  • TCT Infrastructure and/or ICT System • Integration Services • DC/DR • Command & Control Center • Intelligent Traffic Signalling System • CCTV Surveillance System  Maximum marks= 5 marks	5	Sole Bidder or Lead Bidder of the consortium and its consortium members:  Certificate from the Statutory Auditor/CA on turnover details from the "specific business areas" over the last three (3) financial years

S No.	Criteria/ Category	Evaluation Criteria Details	Max. Marks	Required Supporting Documents
В.	Manpower strength	Full time employee on payroll of Sole bidder or as Consortium working in the business unit providing "IT/ITeS" as on bid submission date Marks shall be allotted as given below: In case of Sole Bidder Sole Bidder shall be allotted marks as given below:  • More than 500 full-time employees = 5 Marks • Between 301-500 = 4 Marks • Between 200-300 = 3 Marks • Less than 200 = 0 Marks In case of Consortium Lead Bidder shall be allotted marks as given below: • More than 400 full-time employees = 3 Marks • Between 251-400 = 2 Marks • Between 100-250 = 1 Marks • Less than 100 = 0 Marks Consortium members (jointly) marks shall be allotted as given below: • More than 150 full-time employees = 2 Marks • Between 51-150 = 1 Marks • Between 51-150 = 1 Marks • Less than 50 = 0 Marks	5	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
2.	Project Experi	ence (Max –50 marks)		
Α.	ICT Components	The Bidder (any member or all the members in case of consortium) shall have successfully executed any of the below mentioned projects with cumulative value of INR 50 crore in last ten years:  1) Data Center / DR 2) CCTV Surveillance 3) Command and control center	25	Sole Bidder/Any Member of Consortium:  1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.  2. Completion Certificate issued & signed by the

S No.	Criteria/ Category	Evaluation Criteria Details	Max. Marks	Required Supporting Documents
		<ul> <li>4) Intelligent traffic management</li> <li>Marks shall be allotted as below:</li> <li>Value of Projects more than Rs. 100 cr.= 25 marks</li> <li>Value of Projects more than Rs. 90 cr. upto 100 cr = 20 marks</li> <li>Value of Projects from Rs. 70 cr. upto 90 cr.= 15 marks</li> <li>Value of Projects more than Rs. 50 to 70 Cr. = 10 Marks</li> <li>Maximum marks = 25 marks</li> </ul>		authorized signatory of the client entity on the entity's letterhead  OR  The JSCL reserves the right to contact the for ementioned competent authority.  In case of large orders/orders with operations & maintenance phase, 80% completion/self-certificate from authorized signatory may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self-certificate is provided in RFP volume I.
В.	Other Smart Solutions: Disaster Management, Environment Monitoring, GIS	The Bidder (any member or all the members in case of consortium) shall have successfully executed projects in last ten years: .  Marks will be allotted as follows:  • No. of successfully executed projects more than 5 = 25 marks  • No. of Successfully executed projects 4 = 20 Marks  • No. of Successfully executed projects 3 = 15 Marks  • No. of Successfully executed projects 2 = 10 Marks  Maximum marks = 25 marks	25	Sole Bidder/any Member of Consortium:  1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.  2. Completion Certificate issued & signed by the authorized signatory of the client entity on the entity's letterhead OR  The JSCL reserves the right to contact the aforementioned competent authority.  In case of large orders/orders with operations & maintenance

S No.	Criteria/ Category	Evaluation Criteria Details	Max. Marks	Required Supporting Documents
				phase, 80% completion/self-certificate by authorized signatory may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self-certificate is provided in RFP volume I.
3.	Approach &	Methodology & Solutions proposed	d (Max. 1	0 marks)
<b>A.</b>	Understanding/ A&M/ Deployment/ SLA/ ScalabiliPresentation	Understanding: Demonstrated level of understanding of the scope of work and all aspects of the project  - Smart city KPI's – 2 Marks - ICCC setup – 2 Marks	10	Assessment to be based on a dedicated sectional note covering all requirements (in the Technical Bid submitted by the Bidder)

S No.	Criteria/ Category	Evaluation Criteria Details	Max. Marks	Required Supporting Documents
		plan - Network & Security architecture - Operations & Maintenance - SLA –		
4.	Proposed resou	rces/ KeyPersonnel (Max. 30 m	arks)	
	1	A. Project Manager: 7 Marks	30	The detailed CVs of the
		<ul> <li>a. Educational Qualification:</li> <li>BE / B. Tech / MCA with MBA/M. Tech</li> </ul>		proposed Manpower Resources duly self-attested and by the competent authority of the Bidder.
		b. Certification:		
	oyment	PMP/ Prince 2     Certification  c. Work experience in the capacity of		
	power Depl	Project/Program Manager in ICT implementation Projects (with more than 10 years of relevant experience)		
	Relevant Manpower Deployment	d. Project/Program management Experience in ICT implementation Project of value > 100 crores		
	<b>–</b>	e. Project/Program management Experience Smart City ICT implementation Project		
		B. IT Infrastructure cum DC/DR Specialist Expert: 4 Mark a. Educational Qualification with more than 9 years of experience:		

S No.	Criteria/ Category	Evaluation Criteria Details	Max. Marks	Required Documents	Supporting
		BE / B. Tech / MCA with MBA			
		b. Certification:  • Any professional certification that relates to cloud computing/ DC/ DR, preferably DCDC(BICSI), CBCI, CBCP, etc.			
		c. Work experience in the capacity of Cloud DC / DR Expert in ICT implementation Projects (with more than 9 years of relevant experience)			
		d. Cloud implementation Experience in ICT implementation Project of value > 5 crores			
		C. IOT Expert: 2 Mark			
		a. Educational Qualification:			
		Bachelor's Degree in Computer Science/IT'			
		b. Work experience in IOT implementation (with more than 7 years of relevant experience)			
		D. GIS Expert: 2 Mark			
		a. Educational Qualification:			
		Bachelor's Degree in Engineering/MCA			
		b. Work experience in Implementation of GIS Projects (with more			

S No.	Criteria/ Category	Evaluation Criteria Details	Max. Marks	Required Documents	Supporting
		than 6 years of relevant experience)			
		E. Data Analyst: 2 Mark			
		a. Educational Qualification:			
		Bachelor's Degree in Engineering/MCA			
		b. Work experience as Data Analysis field (with more than 5 years of relevant experience)			
		F. Network Engineer: 2 Marks			
		a. Educational Qualification:			
		Bachelor's Degree in Engineering/MCA			
		b. Work experience in implementation of Traffic Management projects (with more than 2 years of relevant experience)			
		G. Software Developer Expert: 2 Mark			
		a. Educational Qualification:			
		Bachelor's Degree in Engineering/MCA			
		b. Work experience as Software development/ Management (with more than 3 years of relevant experience)			
		H. EMS Engineer: 2 Mark			
		a. Educational			

S No.	Criteria/ Category	Evaluation Criteria Details	Max. Marks	Required Documents	Supporting
		Qualification:			
		Bachelor's Degree in Engineering/MCA			
		b. Work experience as EMS (with more than 2 years of relevant experience)			
		I. Database Admistrator: 2 Mark			
		a. Educational Qualification:			
		Bachelor's Degree in Engineering/MCA			
		b. Certification:			
		• Relevant certification in Database architecture and management, preferably DB- 2/MCSA/My SQL/MCSE/Oracle e certified professional.	l		
		c. Work experience as Data base administrator/ Manager (with more than 6 years of relevant experience)			
		J. IT/ Cyber Security Expert: 2 Mark			
		a. Educational Qualification:			
		Bachelor's Degree in Engineering/MCA			
		b. Certification:			

S No.	Criteria/ Category	Evaluation Criteria Details	Max. Marks	Required Documents	Supporting
		Relevant     certification in IT/     Cyber Security     domain, preferably     CISM, CISSP, etc.  c. Work experience as IT     Security expert (with     more than 6 years of     relevant experience)			
		<ul> <li>K. Network Administrator:</li> <li>3 Mark</li> <li>a. Educational</li> <li>Qualification:</li> </ul>			
		Bachelor's Degree in Engineering/MCA     c. Certification:			
		Relevant     certification in IT/     Network domain,     preferably CCNA.			
		d. Work experience as IT network administration (with more than 8 years of relevant experience)			
		Total	100 marks		

# 3.6.1 Payment Schedule:

Payments to MSI shall be made by the Competent Authority, after the successful completion of the target milestones (including specified project deliverables):

S. No.	Scope of Work	Timelines	Payment		
1	Phase I Project Planning	T1= T + 1	5% of CAPEX value		
1	Phase I Project Planning	Months	against Bank guarantee		

			or equivalent	
2	Phase II Implementation- Delivery of entire BoM	20% of CAPEX value on delivery of hardware		
3	Phase III Implementation- completion	T3= T1 + 10 Months	25% of CAPEX value on the commissioning of hardware	
4	Phase IV Acceptance Testing & Go-live	T1 = T + $12  months$	26% of CAPEX value	
5	Operations & Maintenance phase for a period of 48 months from the date of Go Live of the last solution	T1 + 48 Months	Equal quarterly installments (1.5%) of Capex and the OPEX of quoted value	

'T'- Date of Signing of Contract

Note: The MSI shall furnish Performance Bank Guarantee equivalent to 10% of the Contract Value. For other details refer section 4.3.

### 3.6.2 Key Personnel Criteria

- a. MSI shall provide adequate number of personnel in association with the listed Personnel in point no. 6 of the Technical Evaluation table, each responsible for a specific role within the project. MSI shall provide clear definition of the role and responsibility of each individual personnel.
- b. MSI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. MSI has to provide the list of proposed Manpower for the Project. Any changes in Manpower deployment post submission of the proposal will have to be approved by the JSCL.
- c. The indicative minimum qualification required for Key Personnel positions identified for this project can be referred at point no. 6 of Technical Evaluation Criteria table.. However, beside these mandatory deployments, MSI shall independently estimate the team size required to meet the requirements of Service Levels as specified as part of this tender.

<sup>\*</sup>Pro-rata payment can be provisioned at the time of any unforeseen situations with due approval of JSCL

All other proposed positions shall be Onsite throughout the entire project implementation phase.

Manpower plan for Implementation Phase to be provided as per format provided in 7.5.3 (I)

Apart from the above –mentioned resources, the Bidder shall also propose manpower to be deployed during the Operation & Maintenance phase of the Project.

#### 4. Award of Contract

#### 4.1 Notification of Award

JSCL will notify the Successful Bidder in writing by e-mail followed by courier of the original hard copy of the letter confirming the selection of the Bidder. The Bidder shall confirm the acceptance of the same in writing by email (immediately) followed by courier no later than 5 (five) days from the date of receipt of the original hard copy of the said letter.

### 4.2 Signing of Contract

After the notification of award, JSCL will issue Letter of Intent (LOI). Accordingly, a contract shall be signed between the Successful Bidder and JSCL or the agency designated by JSCL within 15 days of issue of the LoI. As an acceptance of the LOI, the Bidder shall sign and return back a duplicate copy of the Purchase Order to JSCL or the agency designated by the JSCL accompanied with the Performance Bank Guarantee within 12 working days from the date of issuance of the LOI.

On receipt of the Performance Bank Guarantee, JSCL or the agency designated by JSCL shall enter into a contract with the Successful Bidder. The Master Service Agreement is provided in RFP Volume III.

### 4.3 Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of issuance of LOI, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the JSCL. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Section 9 - Annexure 5 (a), payable on demand, for the due performance and fulfillment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 10% of total contract value. PBG shall be forfeited by JSCL, in an event if the Bidder:

- a. fails to meet the overall penalty condition as mentioned in RFP Volume II or any changes agreed between the parties,
- b. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of JSCL,
- c. misrepresents facts/information submitted to JSCL

The Performance Bank Guarantee shall be valid till satisfactory completion of Post Implementation Support (T1/ Go-live+63 months). The Performance Bank Guarantee may be discharged/returned by JSCL upon being satisfied that there has been due performance of the obligations by the Successful Bidder/ MSI under the Contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), JSCL shall have the right to invoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of JSCL under the contract in the matter, the proceeds of the PBG shall be payable to JSCL as compensation for any loss resulting from the Successful Bidder's/MSI's failure to perform/comply its obligations under the contract.

JSCL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the Bidder is in default. JSCL shall also be entitled to make recoveries from the Bidder's bills, Performance Bank Guarantee, or from any other amount due to it, an equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.

In case the Project is delayed beyond the Project Schedule as mentioned in RFP Vol 2, the Performance Bank Guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.

This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go-Live' + 63 months (T1+63 months) of this Project.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the Performance Bank Guarnatee would be returned to the Bidder.

## 4.4 Warranty & Maintenance

Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of Sixty months from the date of go-live i.e. "Go-Live" + 48 months. "Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of JSCL.

During the contract and warranty period, the Bidder shall warrant that the goods supplied under the Contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Bidder further warrants that the goods supplied under this Contract shall have no defects arising from design, materials or workmanship.

JSCL or designated representatives of the Successful Bidder shall promptly notify the Successful Bidder and JSCL in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful Bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to JSCL and within time specified and acceptable to JSCL.

If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the Contract, JSCL may proceed to take such reasonable remedial action as it may deem necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which JSCL may have against the Bidder under the Contract.

During the comprehensive warranty period, the Successful Bidder shall provide all product(s) and documentation updates, patches/fixes, and version upgrades within 15 (fifteen) days of their availability and should carry out installation and make operational the same at no additional cost to JSCL.

The Successful Bidder hereby warrants JSCL that:

- a. The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the Contract.
- b. The proposed integrated solution shall achieve parameters delineated in the Technical Specification/requirement.
- c. The Successful Bidder shall be responsible for warranty services from licensers of products included in the systems.
- d. The Successful Bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

### 4.5 Failure to agree with the Terms & Conditions of the RFP

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the LOI, in which event JSCL may award the contract to the next best value Bidder or call for new Bids.

In such a case, JSCL shall forefeit the Performance Bank Guarantee and/or forfeit the EMD as the case may be of such Successful Bidder/ MSI.

#### 5. Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in MS excel format in the following format to be emailed at <a href="mailto:smartcityjalandhar@gmail.com">smartcityjalandhar@gmail.com</a> clearly specifying in the subject column- 'Queries for Selection of MSI- ICT\_Bidder's Company Name'. Direct queries from any OEM will not be entertained.

	RFP Volume	Page No	Clause/ Content	Clause/ Content in
	Section and		in the RFP	the RFP
SL#	sub- section			

.

# 6. Annexure 2 – Formats for Submission of the Pre-Qualification Bid

## 6.1 Pre-Qualification Bid checklist

SI#	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1.	RFP Document fees	(100 01110)	110121
2.	Bid Security/ Earnest Money Deposit		
3.	Pre Qualification Covering letter		
4.	Consortium Agreement, if applicable as per Annexure 7		
5.	Copy of Certification of     Incorporation/Registration Certificate     PAN card		
6.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA		
7.	Declaration of non-blacklisting		
8.	Power of attorney for Lead Bidder of Consortium		
9.	Project Citations and Self-certifications, as Applicable		
10.	No Deviation Certificate		
11.	Total Responsibility Certificate		
12.	Valid ISO certification		

### 6.2 Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

CEO, JSCL,
.....
Jalandhar,144001,
Punjab, India

**Subject**: Request for Proposal for Selection of Master System Integrator for Implementation of Jalandhar Integrated Command and Control Centre under the Smart City Mission

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

Dear Sir,

With reference to your "Request for Proposal for Selection of Master System Integrator forImplementation of JalandharSmart City Solution for JSCL", we hereby submit our Pre-Qualification Bid, Technical Bid and Financial Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the JSCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of MSI for providing services.
- b. We have submitted EMD of INR Two Crore and RFP Document fee of INR 25,000 (inclusive of taxes) by way of online.
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of submission of Bid prescribed by JSCL and that we shall remain bound by a communication of acceptance within that time.

- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our Bid, we do hereby undertake:
  - i. To supply the products and commence services as stipulated in the RFP document
  - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
  - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support and discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the JSCL may cancel the bidding process at any time without incurring any liability from the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In	case	of	any	clarifications	please	contact	Mr./	Ms	
email				, con	itact no.				
Thankii	ng you	,							
Yours s	incere	ly,							
(Signatu	are of t	the L	ead b	oidder)					
(Printed	l Nam	e)							
Designa	ation								
Seal									
Date:									
Place:									
Busines	s Add:	ress:							

### 6.3 Company profile

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

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

### B. Valid Certificate of Incorporation (required for both Bidder and all Consortium Member)

## C. Financial Turnover of last 3 years

The financial turnover of the Bidder (Lead Bidder in case of Consortium) has to be provided as per the following table:

Annual Turnover details (certified)					
S No.	FY- 2015- 2016	FY- 2016- 2017	FY- 2017- 2018		

- a. Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover.
- b. Proof of having positive net worth during the last three financial years as on 31.03.2018.
   Copy of certificate from statutory auditor certifying the networth to be provided with the Bid.

# 6.4 Declaration of Non-Blacklisting

(To be provided on the Company letter head)
Declaration for Lead Bidder:
Place
Date
To,
CEO, JSCL,
Jalandhar,144001,
Punjab, India
Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection o  Master System Integrator for Implementation of Jalandhar Smart City Solutions
Transfer System The grant for Implementation of January Small Step Solutions
Ref: RFP No. <<>> dated <<>>
Dear Sir,
We confirm that our {company or firm}, M/s, is currently not blacklisted in any manner whatsoever by any of the State or Union Territory and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice undesirable practice or restrictive practice.
(Signature of the Lead Bidder)
Printed Name
Designation
Seal
Date:
Place:
Business Address:

Declaration for Consortium Member:	
(To be provided on the Company letter head)	
	{Place}
	{Date}
То,	
Subject: Self Declaration of not been blacklisted in response to the Request for Master System Integrator for Implementation of Jalandhar Smart City Sol	•
Ref: RFP No. <<>> dated <<>>	
Dear Sir,	
We confirm that our {company or firm}, M/s, is currently not whatsoever by any of the State or UT and or Central Government in India on not limited to indulgence in corrupt practice, fraudulent practice, coercive praor restrictive practice.	any ground including but
(Signature of the Consortium Member)	
Printed Name	
Designation	
Seal Date:	
Place: Business Address:	

# 6.5 No Deviation Certificate

This is to certify that our offer is exactly in line with your RFP (including amendments) no
dated This is to expressly certify that our offer contains no deviation in either Technical Bid
(including but not limited to Scope of Work, Business Requirements Specification, Functional
Requirements Specification, Hardware Specification and Technical Requirements Specification) or
Financial Bid in either direct or indirect form.
In the event, our this certificate is found to be false, we understand and agree that JSCL shall have the
right to reject our Bid and disqualify us from the bidding process.
(Authorised Signatory)
Signature:
Name:
Designation:
Address:
Seal:
Date:

# 6.6 Total Responsibility Certificate

This is to certify that we undertake the total responsibility for the defect free operation of the proposed		
solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.		
/A (1 : 16:		
(Authorised Signatory)		
Signature:		
Name:		
Designation:		
Address:		
Seal:		
Date:		

## 6.7 Self-certificate for Project execution experience (In Bidding Entity's Letter Head)

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

Name of the Project	
Client's Name, Contact no. and Complete Address	
Contract Value for the Bidder (in INR)	
Current status of the Project	
(Completed/Ongoing)	
Activities completed by the Bidder as on bid	
submission date	
(N.B Only relevant activities as sought in the	
Criteria to be included)	
Value of Work completed for which payment has	
been received from the client.	
Date of Start	
Date of Completion	

(Authorised Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal and Date:

# 7. Annexure 3 – Formats for Submission of the Technical Bid

# 7.1 Technical Bid Check-List

S1 #	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Letter		
2	Summary of Credentials		
3	Project Citations and Self-certifications, as applicable		
4	Detailed proposed solution		
5	Project plan and manpower plan		
6	Proposed CVs		
7	Compliance to Requirement (Technical / Functional Specifications)		
8	Proposed Bill of Material		
9	Manufacturers'/Producers' Authorization Form Anti-Collusion certificate		
10	Non-disclosure agreement		

7.2 Technical Bid Covering Letter

Date: dd/mm/yyyy

To,

**CEO**, JSCL, Jalandhar,144001, Punjab, India

Subject: Request for Proposal for selection of Master System Integrator for Implementation of Jalandhar Smart City Solutions

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

Dear Sir,

I (in case of Sole Bidder) or We, <<name of the undersigned Bidder and Consortium Members>>, having read and examined in detail all the bidding documents in respect of "Request for Proposal for Selection of Master System Integrator for Implementation of Jalandhar Smart City Solution" do hereby propose to provide our services as specified in the Bid submitted by us.

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

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

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

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed at Annexure 5 (a) of Section 9 of the RFP Volume I.

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

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive. This Bid is valid for 180 days after opening of the Bid. We shall extend the validity of the bid if required by JSCL.

Thanking you,

Yours sincerely,

(Signature of the Sole Bidder/ Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

## 7.3 Credential Summary

	Project Name	Client Name	Client Type	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed Or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						

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

# 7.4 Bidder's Experience - Client Citations

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

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

N.B - If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided in Section 6.7.

#### 7.5 Overview of Proposed Solution

#### 7.5.1 Structure of Proposed Solution

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

SI. No.	Item
1.	Understanding of requirement and Implementation approach
1.	Understanding of requirements
	Work Plan & its adequacy
	Robustness and quality
	End to end integrated solution proposed
	Hardware deployment and integration approach encompassing all solutions
2.	Timelines and modalities for implementation in a time bound manner
۷.	Project implementation approach or strategy and operations and
	maintenance plan including comprehensiveness of fall-back strategy and
	planning during rollout
	Any other area relevant to the scope of work and other requirements of the
	project
	Assessment of Manpower deployment, Training and Handholding plan
2	Deployment strategy of Manpower
3.	Contingency management
	Mobilization of existing resources and additional resources as required
	Training and handholding strategy

## 7.5.2 Project Plan

Within 15 calendar days of Effective Date of the contract/ Issuance of LoI, the Successful Bidder/ MSI shall submit to the designated authority for its approval a detailed Project Plan with details of the Project showing the sequence, procedure and method in which it proposes to carry out the works. The Plan so submitted by MSI shall conform to the requirements and timelines specified in the Contract. The designated authority and MSI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which MSI intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes

and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plan shall not relieve MSI of any of his duties or responsibilities under the Contract.

If MSI's work plans necessitate a disruption/ shutdown in designated authority's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of MSI to develop/adhere such a work plan shall be to his account.

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

	Activity-wise Timelines										
Sl. No.	Item of Activity		Month wise Program								
		1	2	3	4	5	6	7	8	9	10
1	Project Plan										
1.1	Activity 1										
1.2	Sub-Activity 1										

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

## 7.5.3 Manpower Plan

## I.Till Go-Live (Implementation)

	Manpower distribution									
S. No.	Name	Role	Month wise time to be spent by each personnel (in days) Total							
			Month	Month	Month			Month		
			1	2	3			12		
1		Project Manager								
		DC/ DR- Cloud								
2		Expert								
		Command Center								
3		Design Expert								

4	GIS Expert			
5	Solution Architect			
6	ITMS Expert			
	Software Management			
7	Expert			
	IT/ ICT			
8	Infrastructure Expert			
9	Database Architect			
	IT/ Cyber Security			
10	Expert			

Note:- Proposed Resources/Key personnel should be deployed onsite and penalty shall be applicable as per RFP Volume III Section 51.2.

# II. After Go-Live (Operation & Maintenance)

S. No.	Manpower/ Role	Years			
		Year 1	Year 2	Year 3	Year 4

# 7.6 Details of Resources proposed

SI. No.	Name of the Resource	Proposed Role	Highest degree	Basic Qualification (E.g. B.Sc. or B.E. or MCA or Diploma)	Certifications (ex. PMI or ITIL or TOGAF or CCNP etc.)	Total Experience (in years)
1.						
2.						
3.						
4.						

SI. No.	Name of the Resource	Proposed Role	Highest degree	Basic Qualification (E.g. B.Sc. or B.E. or MCA or Diploma)	Certifications (ex. PMI or ITIL or TOGAF or CCNP etc.)	Total Experience (in years)
5.						
6.						
7.						
8.						
9.						
10.						

# 7.7 Curriculum Vitae (CV) of Team Members

Nan	Name:							
1.	Proposed	(only one candidate shall b	(only one candidate shall be nominated for each position)					
	position or							
	role							
2.	Date of Birth		Nationality					
3.	Education	Qualification	Name of School	DegreeObtained	Year of Passing			
			or College or					
			University					

			•		
4.	Years of				
	Experience				
5.	Areas of	(as required for the Profile,	)		
	Expertise and				
	no. of years of				
	experience in				
	this area				
6.	Certifications				
	and				
	Training				
	attended				
7.	Employment	Employer	Position	From	То
	Record				
		Starting with present posi	ition and last 2 firms list	in ronorce order giving for	r oach omblovment
		dates of employment, name		0 00	cuis empioymeni.
8.	Detailed	(List all tasks to be perfor		, positions iscuit	
0.	Tasks	(List an tusks to be perjor	mea anaer isis projeci		
	Assigned				
	11001giicu				
		i			Į.

# 7.8 Relevant Work Undertaken that best illustrates the experience as required for the Role

Project 1		
Name of assignment		
Year		
Location		
Employer		

Main project features	
Position held	
Activities performed	
Project 2	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	

# 7.9 Compliance to Requirement (Technical Requirement Specifications and Functional Requirement Specifications)

The Bidder should provide compliance to the requirement specifications (both Technical Requirement Specifications and Functional Requirement Specifications) specified in the Section 4 of the Volume II of this RFP. The same should be reproduced here, and compliance against each requirement line item should be marked. mmak

## 7.11 Manufacturers'/Producers' Authorization Form

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

To,
CEO, JSCL,

Jalandhar,144001, Punjab, India

manufactured or developed by us.

#### Subject: Manufacturer's Authorization Form

We hereby extend, our warranty for the hardware goods supplied by the Bidder and/ or maintenance or support services for software products against this invitation for bid by\_\_\_\_\_\_

conclude the contract with you against RFP No.\_\_\_\_\_Dated \_\_\_\_\_for the above goods

(Name of the Bidder) as per requirements and for the duration of contract as specified in this RFP.

date of commissioning and the support for such offered product/s will be available for minimum of 5
years from the date of bidding.
Thanking you,
Yours faithfully,
(Signature)
For and on behalf of: (Name of the OEM)
Authorised Signatory
Name:
Designation:
Place:
Date:

We also confirm that our offered product will not be end of life for minimum of 18 months from the

#### 7.12 Anti-Collusion Certificate

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

#### **Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid for Requestfor Proposal for Selection of System Integrator for Implementation of JalandharSmart CitySolutions inJalandhar, Jalandharagainst the RFP issued by JSCL, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Sole Bidder/ Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

# 8. Annexure 4 – Formats for Submission of the Financial Bid

# 8.1. Total Price Summary

S1 #	Head	Amount (in Rs.)	Amount (in words)
	Total CAPEX price		
1.	(inclusive of GST)		
	Total OPEX price		
2.	(inclusive of GST)		
3.	Total price (1+2)		
	(inclusive of GST)		

# 8.2 Price component for CAPEX:

The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality as per the following template:

		For Supp	oly, Installation	n and Commissionir	ag	
		Unit of	quantity		All taxes, levies,	Total Price Including
S1 #	Line Item (Component wise)		proposed			All taxes, levies,
		Measurement		Unit base price	duties, etc. as	
						duties, etc. as
				(in Rs.)	Applicable	
						applicable
					(in Rs.) (per unit)	
						(in Rs.)
1	Items should be picked primarily as		4	5	6	7=(5+6)*4
	specified in BoM, or, MSI proposed					
	solution.					

Total CAPEX Price (in words) -

N.B - Bidder must ensure that all the line items are covered as specified in BOM and all required fields in the Financial Bid format are duly filled and calculated appropriately. All amounts to be quoted in INR.

#### Price component for OPEX 8.3.

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

S1. #	Components	Year 1	Year 2	Year 3	Year 4	Total (Incl. of all
31. #	Components	(in INR)	(in INR)	(in INR)	(in INR)	taxes)
1	Jalandhar Integrated City Command & Control Center					
2	Data Center/ Disaster Recovery Center on Cloud					
3	Traffic Management/ Surveillance and City Surveillance					
4	Environment Sensors					
5	Helpdesk (Command Control Center and City Operation					
	Center)					
7	eGovernance					
8	Handholding and Training price					
9	Manpower cost (Resource wise)					
10	Bandwitdh Cost					
11	Any other price item not included above (however an					
	essential component of the RFP)					
	Total OPEX price					

11	Any other price ite	em not included	above (however ar	1				
	essential component	of the RFP)						
	Total OPEX price							
Total (	OPEX Price (in word	ds)						
Note:	-	Refer	the	BoQ	mentioned	in	Volume	II.

## 9. Annexure 5 (a) – Unconditional and Irrevocable Performance Bank Guarantee Format

Ref:	Date
Bank Guarantee No.	
<name></name>	
<designation></designation>	
<address><phone< td=""><td></td></phone<></address>	
Nos.> <fax< td=""><td></td></fax<>	
Nos.> <email id=""></email>	

Whereas, <<name of the Successful Bidder and address>> (hereinafter called "the Successful Bidder" or "Master System Integrator") has undertaken, in pursuance of LoI no. <Insert LoI No.> dated <Date> to provide Implementation services for <<name of the assignment>> to JSCL(hereinafter called "the JSCL")

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

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

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Successful Bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the Successful Bidderto be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date		
Place	Signature	
Witness	Printed name	

(Bank's common seal)

#### 10. Annexure 5 (b) – Unconditional and Irrevocable Bank Guarantee for Earnest Money Deposit

То,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<JSCL>> and it is one of the conditions of the RFP to furnish an Earnest Money Deposit to JSCL in the form of bank guarantee.

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<JSCL>> (hereinafter called "the JSCL") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment will and truly to be made to the said JSCL, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

We undertake to pay to the JSCL up to the above amount upon receipt of its first written demand, without the JSCL having to substantiate its demand, provided that in its demand the JSCL will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions mentioned in clause 2.8 of the RFP for forfeiting of Earnest Money Deposit, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

### NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees

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<<Amount in words>> only)
II. This Bank Guarantee shall be valid up to <<imsert date>>)
III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<iinsert date>>) failing which our liability under the guarantee will automatically cease.
(Authorized Signatory of the Bank)
Seal:
Date:

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#### 11. Annexure 6 – Non-Disclosure Declaration

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

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

It is hereby agreed as under:

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

- c. is obtained by the Bidder from a third party without any obligation of confidentiality;
- d. the Bidder is required to disclose by order of a competent court or regulatory JSCL;
- e. is released from confidentiality with the written consent of the JSCL.

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

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

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in

relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

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

For and on behalf of:	
(BIDDER)	
Authorised Signatory	Office Seal:
Name:	Place:
Designation:	Date :

# 12. Annexure 7 - Consortium Agreement

# DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of INR 100 duly attested by notary public]
This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] amongst
1. M/s, having our principal place of business or registered office at, acting through (hereinafter referred to as the "Lead Bidder" which expression shall, unless repugnant to the context include its successors and permitted assigns)
3. M/s, having our principal place of business or registered office at, acting through (hereinafter referred to as the "Consortium Member 1" which expression shall, unless repugnant to the context include its successors and permitted assigns)
4. M/s, having our principal place of business or registered office at, acting through (hereinafter referred to as the "Consortium Member 2" which expression shall, unless repugnant to the context include its
successors and permitted assigns)  The parties are individually referred to as Party and collectively as Parties.  WHEREAS JSCL, Jalandhar, Punjab has issued a Request for Proposal No
AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

As MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND

#### **DECLARED AS FOLLOWS:**

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - a. Submit a response jointly to Bid for the "Request for Proposal for Integrated Command and Control Centre (ICCC) for Jalandhar Smart City Limited (JSCL)" as a Consortium.
  - b. Sign Contract in case of award.
  - c. Provide and perform the supplies and services which would be ordered by the JSCL pursuant to the execution Contract.
  - ii. This MoU shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the JSCL for "Request for Proposal for Integrated Command and Control Centre (ICCC) for Jalandhar Smart City Limited (JSCL" and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Lead Bidder shall be solely and severally responsible and bound towards the JSCL for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract. The Consortium Members shall support the Lead Bidder in successful implementation of the objectives.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium/
  Lead Bidder. As such, it shall act as the coordinator of the Party's combined activities and shall
  carry out the following functions:
  - a. To ensure the Technical, Financial and administrative co-ordination of the Project work and the services to be rendered in relation thereto
  - b. To lead the contract negotiations of the Project work with the JSCL.
  - c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
  - d. In case of an award, act as channel of communication between the JSCL and the Parties to execute the Contract

v.	That the Parties shall carry out all responsibilities jointly and severally as Master System Integrator in terms of the Contract.
vi.	That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
	Party A:
	Party B:
	Party C:
vii.	That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
viii.	That this MoU shall be governed in accordance with the laws of India and courts in Jalandhar shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.
	tness whereof the Parties affirm that the information provided is accurate and true and have d this MoU duly executed on the date and year above mentioned.
(Party	of the first part) (Party of the second part) (Party of the third part)
Witnes	58:
i.	
ii.	

# 13. Annexure 8 - Format for Power of Attorney to Authorize Signatory

# POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp							
paper to be in the name of the company who is issuing the power of attorney.]							
We, M/s (name of the firm or company with address of the registered office) hereby							
constitute, appoint and authorise Mr. or Ms (Name and residential address) who is presently							
employed with us and holding the position of, as our Attorney to do in our name and our							
behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project							
(name of the Project), including signing and submission of the RFP response, participating in the							
meetings, responding to queries, submission of information or documents and generally to represent							
us in all the dealings with Client or any other Government Agency or any person, in connection with							
the works until culmination of the process of bidding till the Project Agreement is entered into with							
(Client) and thereafter till the expiry of the Project Agreement.							
We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this							
power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall							
always be deemed to have been done by us.							
(Add in the case of a Consortium)							
Our firm is a Member or Lead bidder of the Consortium of, and							
·							
Dated this the day of 2018							
(Signature and Name of authorized signatory)							

(Signature and Name in block letters of	of all the remaining	partners	of the	firm	Signatory	for	the
Company)							
Seal of firm Company							
Witness 1:	Witness 2:						
Notes:							
2.0000							
a. To be executed by all the members	s individually.						

b. The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down

should be under common seal affixed in accordance with the required procedure.

by the applicable law and the charter documents of the executant(s) and when it is so required the same

# 14. Annexure 9 - Format for Power of Attorney for Lead Bidder of Consortium

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to
be in the name of the company who is issuing the power of attorney]
Whereas has invited RFP response for (Name of the Project)
Whereas, the Members of the Consortium comprising of M/s, M/s, M/s and M/s (the respective names and addresses of the registered offices to be given) are interested in
bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.
Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and JSCL to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's RFP response for the Project.
NOW THIS POWER OF ATTORNEY WITNESSETH THAT
We, M/s and M/s and M/s hereby designate M/s
being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.
We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us or Consortium.
Dated this the day of 2018
(signature)

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(Name in Block Letter of Executant) [seal of Company]				
Witness 1	Witness 2			
WithCoo 1	Willess 2			
Notes:				
To be executed by all the members individually, in case of a Consortium.				

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