

Tender no. DICDL/AA/ICT/MSI-02

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

**APPOINTMENT OF MASTER SYSTEM INTEGRATOR
FOR
DESIGN, SUPPLY, INSTALL, TEST, INTEGRATE,
COMMISSIONING, OPERATION AND MAINTENANCE
OF ICT COMPONENTS IN CLUSTER A1 OF
ACTIVATION AREA (Retender)**

**AT
DHOLERA SPECIAL INVESTMENT REGION, GUJARAT
ACTIVATION AREA**

**VOLUME-I
INSTRUCTION TO BIDDERS**

**Dholera Industrial City Development Limited (DICDL)
6th Floor, Block No. 1 & 2, Udhog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India**

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RfQ cum RfP for Appointment of Master System Integrator (MSI) for Design, Supply, Install, Test, Integrate, Commissioning, Operation & Maintenance of ICT Components in Cluster A1 of Activation Area at Dholera Special Investment Region, Gujarat

Letter of Invitation

Dholera Industrial City Development Limited (DICDL) invites proposal from interested bidders for Appointment of Master System Integrator (MSI) for Design, Supply, Implementation, Integration, Operations and Maintenance of Smart City ICT Components at Dholera in Gujarat. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFQ cum RFP document.

Interested Bidders are requested to submit their online responses to the RFQ cum RFP on or before, Bid Due Date, 3:00 PM. Non-refundable processing fee of INR 59,000/- (Rupees Fifty Nine Thousand only) including GST shall accompany the submittals through the online portal only on www.nprocure.com website as a non-refundable processing fee.

SD/-

Managing Director ()

Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process. The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Employer may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Employer is bound to appoint the selected Bidder for the Project and the Employer reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

List of Abbreviations

Term	Definition
RFP	Request for Proposal
RFQ	Request for Qualification
DSC	Digital Signature Certificate
JV	Joint Venture
DICDL	Dholera Industrial City Development Limited
DSIR	Dholera Special Investment Region
ICT	Information and Communication Technologies
EMD	Earnest Money Deposit
CQCBS	Combined Quality cum Cost Based Selection
MSI	Master System Integrator
ITB	Instruction to Bidders
MCA	Master of Computer Applications
O&M	Operations and Maintenance
TQ	Technical Qualification
UAT	User Acceptance Testing
COTS	Commercial Off- the Shelf
SLA	Service Level Agreement
SAT	System Acceptance Test
CV	Curriculum Vitae
TOR	Terms of Reference
PMO	Project Management Office
ERP	Enterprise Resource Planning
B. Tech	Bachelors of Technology
B.E.	Bachelors of Engineering
M.Tech	Masters of Technology
M.E.	Masters of Engineering
MBA	Masters of Business Administration
MCA	Masters of Computer Application
MS	Master of Science

Instruction to Bidders for e-Tendering

Accessing/ Purchasing of Bid Documents

1. It is mandatory for all the Bidders to have a class-III Digital Signature Certificate (DSC) (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the BID) from any of the licensed Certifying Agencies (Bidders can see the list of licensed CAs from the link to participate in e-tendering of the Employer).
2. DSC should be in the name of the authorized signatory as authorized in Appendix 6 (Form for Power of Attorney for Authorized Representative) or Appendix 7(Form for Power of Attorney for Partner in Charge Of Joint Venture/ Consortium) of the submitted Proposal. It should be in corporate capacity (that is in Bidder capacity, or in case of Joint Venture (JV), in the Project in Charge (Lead Bidder) capacity, as applicable). Please ensure the submission of document certifying the Class III DSC.
3. To participate in the Bidding, it is mandatory for the Bidder to register their firm / Joint Venture with e-tendering portal of the Employer, to have user ID & password which has to be obtained by submitting the applicable fee & necessary documents. Validity of online registration is one year. Following may kindly be noted:
 - a. Registration should be valid at least up to the date of submission of BID;
 - b. BID can be submitted only during the validity of their registration;
 - c. The amendments / clarifications to the BID document, if any, will be hosted on the Employer's website www.nprocure.com
 - d. If the firm / Joint Venture is already registered with e-tendering portal of Employer and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.
4. The complete BID document can be viewed / downloaded from e-tender portal of the employer from the date & time mentioned in the Bid fact sheet.
5. To participate in bidding, bidders have to pay **Rs. 59,000/- (Rupees Fifty Nine Thousand Only)** including 18% GST towards processing fee for BID (non- refundable) in favour of "**Dholera Industrial City Development Limited (DICDL), Gandhinagar**" payable at Gandhinagar and BID Security is also to be furnished by the bidder for the amount of Rs. 1,00,00,000 (INR One crore only) in the form of Demand Draft or Bank Guarantee (BG) as per the format mentioned in Appendix 5, issued from a scheduled Bank in the name of the Employer.

Preparation and Submission of Bids

1. The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is available on e-procurement portal.
2. The documents listed in Annexures Volume shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 2 MB) and uploaded during the on-line submission of BID.
3. Bid must be submitted online only through e-procurement portal of the Employer, [www.nprocure.com] using the digital signature of authorized representative of the Bidder on or before Bid Due Date
4. Content of physical submissions:
 - a. Indian companies: Copy of certificate of Incorporation/Registration under companies act 1956/2013
 - b. Audited financial statements for last 3 years. (MSI & Consortium members)
 - c. Audited Balancesheets of last 3 years confirming net profit for MSI/Prime bidder
 - d. Letter of non-blacklisting : Legal attorney certified letter of undertaking on company letter head, co-signed by authorized signatory (MSI & Consortium members)
 - e. Local presence: Shop License certificate registered at Ahmedabad/Gandhinagar/Dholera or an undertaking from authorized signatory to open a office in Ahmedabad/Gandhinagar/Dholera within 45 days post declaration of successful bidder (MSI)
 - f. Hard copy of bid proposal (MSI)

- g. No deviation certificate signed by authorized signatory (MSI)
- h. Undertaking by lead bidder confirming major experience from ERP/eGovernance/CIOC (MSI)
- i. CMMI 3 level and above certificate (Any of the consortium member)
- j. Gartner/Forrester latest report for all the ICT components proposed by the bidder (MSI)
- k. EMD, Bid Security & PBG (77 months) (MSI)
- l. No deviation certificate (MSI)

Modification / Substitution / Withdrawal of BIDs

1. The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
2. Any alteration / modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer shall be disregarded.
3. For modification of e-BID, bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID.
4. For withdrawal of BID, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID.
5. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, bidder cannot re-submit the e-BID.

Opening and Evaluation of Bids

1. Opening and evaluation of BIDs will be done through online process.
2. The Employer shall open on-line received Technical BIDs and Physical submissions at 15:30 hours IST on the next day of BID Due Date (BDD+1 day), in the presence of the Bidders, who choose to attend. Technical Bid of only those Bidders shall be online opened whose documents listed in Annexures of the RFP have been physically received on or before (BDD+1 day) at 3.00 PM. The Employer will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3.2 of RFP.
3. Prior to evaluation of BIDs, the Employer shall determine whether each BID is responsive as per clause 3.1.6 of this Instruction to Bidders as per e- tendering process.
4. The BID shall be opened of those bidders only who submitted originals as mentioned in above e-Tendering procedure. The BID submitted on-line shall not be opened and shall be declared non - responsive, if originals are not submitted as mentioned in the given section.
5. The online payment facility for the submission of registration Fee and Tender Processing Fee, which is payable to e-tender [service provider, has been enabled on e- Tender Portal [www.nprocure.com] The bidders can pay registration Charges as applicable and Tender Processing Fees.

1. Introduction to RFP

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

1.1. Project Background

The Dholera Special Investment Region (DSIR) will be a major Greenfield Industrial Hub planned and located approximately 100 km south of Ahmedabad and 130 km from the State Capital Gandhinagar. The project as envisaged will be the first initiative from DMICDC to create a linear zone of industrial clusters and nodes to be developed in the influence area of Western Dedicated Freight Corridor (DFC).

DSIR has been planned over an extensive area of land measuring approximately 900 km² and encompassing 22 villages in the Ahmedabad District. This node is strategically located between the industrial cities of Vadodara, Ahmedabad, Rajkot, Surat and Bhavnagar urban agglomerations. The node is linked with various state highways to the ports in Gujarat but lacks a viable rail connection. The nearest international airport is at Ahmedabad and Government of Gujarat (GoG) plans to develop another international airport in the north-east of the proposed investment region. DMICDC, with support of DSIRDA, plan to create an economically and socially balanced new-age City with world class infrastructure and highest quality-of-life standards and sustainability in the urban form. This new age city aims to have a sustainable urban transportation system (transit oriented development) within and mobile/ efficient regional connectivity with neighbouring cities and the rest of the country.

1.2. Project Objective

Government of India (GoI) has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed multi-modal high axle load Dedicated Freight Corridor (DFC) between Delhi and Mumbai. The corridor covers approximately 1483 km and passes through six (6) states. To tap the development potential of the proposed freight corridor, a band spanning 150 km on both sides of the freight corridor has been identified as the 'Influence Region' and is proposed to be developed as DMIC. The multi-billion dollar DMIC is one of the largest infrastructure and economic development programs in India's history. GoI's national Program "Make-In-India" has the mandate to promote the manufacturing sector in a comprehensive manner. The program aims to facilitate investment, foster innovation, enhance skill development, protect intellectual property, and build best-in-class manufacturing

infrastructure in India. Overall, the contribution of manufacturing sector to the GDP of India is still lower as compared to that of other fast developing economies of countries like Thailand, China, Indonesia and Malaysia. Through this "Make-In-India" Program, GoI aims to enhance the contribution of manufacturing sector to the country's GDP and aims to surpass the contribution realized in other developing economics. DMICDC with the development of DMIC project plays a key role in realizing this GoI's vision of Make-In-India.

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

Out of all the regions being developed as a part of the Delhi Mumbai Industrial Corridor, Dholera is the largest. Situated in Ahmedabad district in Gujarat, the total area of the city is around 920 sqkm. Dholera is situated at a viable distance from other commercial centers of the state of Gujarat such as Ahmedabad, Surat, Vadodara and Rajkot. The total population of this city is envisaged to be 2 million and the total number of jobs which will be created as a result of Dholera Special Investment Region (DSIR) is around 827 thousand.

The paradigm shift towards modern cities includes a strong need to have integrated and connected infrastructure with a focus on citizen-centric services

1.3. Scope of Project

The Project requires turnkey services wherein the MSI shall broadly cover the following main scope of services:

- Design
- Supply
- Install
- Test
- Integrate
- Commission
- Operations and maintenance.

The Volume II details out the scope with respect to execution of this Project. The MSI shall note that the activities defined within scope of work mentioned are indicative and may not be exhaustive. MSI is expected to perform independent analysis of any additional work that may be required to be carried out to fulfil the requirements as mentioned in this bid document and factor the same in its response.

MSI shall be responsible for end to end project management for the implementation and maintenance of the smart city ICT components. MSI shall deploy a competent team of experts for project management.

MSI shall conduct end-to-end survey of the site area, additional requirement gathering and based on the observations, assess and validate the present conditions, implementation approach and methodology, project challenges and mitigations and other project critical information. During the survey stage itself, MSI shall mobilize its entire staff and fully acquaint them with the site conditions. It is MSI's responsibilities to periodically survey the site and be updated on the conditions during the course of the contract

After the approvals of the technical data sheets by the Employer or its representative, MSI shall submit the prototype of all the material presented in the Detailed Design Report to the Employer or its representative for its review and approval

MSI shall be responsible for development and deployment of all software required to meet the requirements of the project. Some of the software may be COTS or may require bespoke development. MSI shall be fully responsible for developing, implementing and integrating all software required for the project.

MSI shall be responsible for the integration of all hardware and software supplied as part of this Project as per the technical and performance requirements of the project.

All materials, equipment, systems, manufacturing or configuration processes, or other items to be provided under the Contract shall be inspected and tested in accordance with the requirements specified in this document and will be subject to Employer or its representative's approval.

Continuous fault free running of the System shall be tested. Post the completion of Operational Acceptance Test, System shall be considered for Operational System Acceptance and Defect Liability Period (DLP) shall commence.

The MSI shall conduct Pilot deployment and testing for meeting Employer's business requirements before rolling out the complete system.

Post the system integration, MSI shall train Employer and any representatives to operate the implemented systems and to conduct any routine diagnostics and routine maintenance work.

After addressing the Employer feedback and any deficiency observed during the Pilot deployment and upon completion of System Acceptance Tests (SAT) and data migration, final deployment of the project components shall be considered by the MSI. Post the final deployment, MSI shall handover detailed documentation.

MSI shall be responsible for comprehensive maintenance of both hardware and software, up-gradations in the system, expansion of the system, technical manpower, spares management and replenishment, performance monitoring and enhancements, preventive and corrective maintenance of the Dholera smart city ICT components deployed as part of this project and shall maintain service levels as defined in the RFQ cum RFP.

Well trained, efficient and effective support personnel (Engineers) shall be provided by the MSI during the maintenance phase of the project.

1.4. RFP Structure

This RFP is meant to invite proposals from shortlisted companies capable of delivering the services described herein. The content of this RFP has been documented as a set of three volumes (Volume I, II, III) explained below:

Volume I: Instruction to Bidder, Bidding and Evaluation Process, Qualification and Scoring Criteria

Annexure: Technical and Commercial Forms Templates, Standards, Pre Bid Queries Format

Volume II: Terms of References, Project Overview and Components, Scope of Work, Implementation Schedule, Drawings and Standards

Volume III: General Conditions of Contract, Special Conditions of Contract and SLAs

This document is Volume I

1.5. Preparation of Proposal

1.5.1. General Considerations	In preparing the Proposal, the Bidder is expected to examine the RFQ cum RFP in detail. The RFQ cum RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the RFQ cum RFP, the Bidder must inform the Employer at the earliest to seek clarity on the interpretation of the RFQ cum RFP. Material deficiencies in providing the information requested in the RFQ cum RFP may result in rejection of the Proposal.
1.5.2. Cost of Preparation of Proposal	The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Bidder.
1.5.3. Language	The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Employer shall be written in English Language
1.5.4. Documents Comprising the Proposal	The Proposal shall consist of 3 parts: (a) Qualification Documents; (b) the Technical Proposal; and (c) the Financial Proposal. Each part will comprise the documents and forms listed in Annexure
1.5.5. Only One Proposal	The Bidder shall submit only one Proposal. If a Bidder (lead bidder as well as Consortium Members) submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. If the same is identified later, it may result in termination and Blacklisting
1.5.6. Proposal Validity	Each Proposal must remain valid for the period specified in the Bid Fact Sheet. During the Proposal validity period (as specified in the Bid Fact Sheet), the Bidder shall maintain its original Proposal without any change.
1.5.7. Extension of	1.5.7.1. The Employer will make its best effort to complete the bid process and select the Bidder within the Proposal's validity period specified in the Bid Fact Sheet. However,

<p>Validity Period</p>	<p>should the need arise, the Employer may request, in writing, all Bidders who submitted Proposals to extend the Proposals' validity.</p> <p>1.5.7.2. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>1.5.7.3. The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated and the EMD of such bidder will be returned in the manner set out in the RFQ cum RFP.</p> <p>1.5.7.4. In the event a Bidder agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Bidder along with the Proposal (where the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period</p>
<p>1.5.8. Qualification Document and Technical Proposal Format</p>	<p>1.5.8.1. The Qualification Documents and Technical Proposal shall not include any financial information. Qualification Documents and Technical Proposal containing material related to financial information shall be declared non-responsive.</p> <p>1.5.8.2. The Qualification Documents submitted by a Bidder shall comprise the following:</p> <ul style="list-style-type: none"> (i) Letter Comprising the Technical Bid in Appendix 2; (ii) Details of the Bidder in form set out at Appendix 3; (iii) Statement of Legal Capacity set out in Appendix 4 (iv) The EMD/Bid Security: If the Bidder is submitting the EMD in the form of a bank guarantee, it must be in the format set out at Appendix 5; (v) A power of attorney for Authorized Representative in the format set out in Appendix 6; A Power of Attorney For Partner in Charge of Joint Venture/ Consortium set out in Appendix 7; Financial qualification of the Bidder in the format set out in Appendix 8 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity; (vi) Joint Bidding Agreement and Joint Venture/Consortium summary in the format set out in Appendix 9; The maximum number of Joint Venture Partners including the Lead Bidder is three. (vii) Technical qualification of the Bidder in the format set out in Appendix 10 along with supporting certificates from Employers; Guideleines from the Department of Disinvestment is set out in Appendix 11; (viii) Copy of GST/ applicable tax registration of respective country; (ix) Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under its applicable laws;
<p>1.5.9. Qualification Document and Technical Proposal Format</p>	<p>1.5.9.1. The Qualification Documents submitted by a Bidder shall also comprise the following:</p> <ul style="list-style-type: none"> (i) The Technical Proposal submitted by a Bidder shall comprise the following: (Checklist Given in Appendix 12) (i) Technical Proposal Submission Form as per Annexure 13 (ii) Detailed Technical Description of the proposed system along with System Architecture, Design, Frontend and Backend applications, Database, Reporting tools, Monitoring and Diagnostics functions of the proposed solution; (iii) Data Sheets of all hardware which will form part of the solution. Note that these data sheets submitted by the Bidder may not be evaluated during the bid evaluation; (iv) Manufacturer Authorization of the Bidder in the format set out in Appendix 15; (v) Proposed Sub-Contractor: A list of all sub-contractors that the Bidder proposes to sub- contract any system/sub-system/ part/activity to complete the scope as

	<p>defined in this RFQ cum RFP. List of proposed sub-contractors of the Bidder in the format set out in Appendix 16; Structure of Proposed Solution in Appendix 17;</p> <p>(vi) Software List of the Bidder in the format set out in Appendix 18;</p> <p>(vii) List of Custom material of the Bidder in the format set out in Appendix 19;</p> <p>(viii) Details of Key Experts to be deployed for the implementation, operation and management of the project in accordance with Volume I – ITB Clause 3.2.2. Format for CV is presented in Appendix 20. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised signatory shall be required in original. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFQ cum RFP. The personnel proposed should possess good working knowledge of English language. No key personnel involved should have attained the age of 60 years at the time of submitting the proposal. The Employer reserves the right to ask for proof of age, qualification and experience at any stage of the Project; Undertaking of Availability of Key Personnel set out in Appendix 21; Team Composition and Task Assignments set out in Appendix 22.</p> <p>(ix) Work schedule for Milestones/Deliverables as per format in Appendix 23;</p> <p>(x) The Bidder shall make the assessment of support personnel both technical and administrative to undertake the Project. Additional support and administrative staff shall be provided as needed for the timely completion of the Project within the total estimated cost. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to;</p> <p>Failure to comply with the above requirements and documents will make the Proposal non-responsive.</p>
<p>1.5.10. Financial Proposal</p>	<p>1.5.10.1. All goods and services identified in the Supply and Installation Cost table Installation Cost Table and the Recurrent Cost Table in Annexure (Commercial Format), and all other Goods and Services proposed by the Bidder to fulfill the requirements of the System, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Section 4 for the various cost tables, in the manner specified below. The Bidder shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.</p> <p>1.5.10.2. The price of items that the Bidder has left blank or the items omitted altogether from the cost tables provided in Annexures shall be assumed to be included in the price of other items.</p> <p>1.5.10.3. Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Volume III, and with GCC and SCC. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.</p> <p>1.5.10.4. The prices for Goods offered shall be quoted, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods if the Contract is awarded.</p>

	<p>1.5.10.5. Transportation and Insurance: Inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITB Clause 1.5.10.6. of Financial Proposal , whether the Goods are to be supplied locally or from outside the Employer’s country.</p> <p>1.5.10.6. The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices). Prices must include all taxes, duties, levies, fees and expenses whatsoever. The prices must include all costs incidental to the performance of the Services.</p> <p>1.5.10.7. Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, and prices for Recurrent Costs to be incurred during the Post-Warranty Period, shall be quoted as Service prices in accordance with ITB Clause 1.5.10.6. on the Recurrent Cost Table in detail, and on the Recurrent Cost Summary Table in currency totals. Recurrent costs are all- inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the System.</p> <p>1.5.10.8. Unless otherwise specified in the Bid Fact Sheet, prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.</p> <p>1.5.10.9. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.</p> <p>1.5.10.10. The cost indicated in the Financial Proposal shall be deemed as final and reflecting total cost of proposal and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil the obligations as per the RFQ cum RFP within the total quoted price shall be that of the Bidder.</p>
<p>1.5.11. Currency of proposal</p>	<p>The Bidder shall submit its Financial Proposal in Indian Rupees only</p>
<p>1.5.12. Currency of payment</p>	<p>Payments under the Contract shall be made in Indian Rupees only</p>
<p>1.5.13. Earnest Money Deposit/ Bid Security</p>	<p>1.5.13.1. An Earnest Money Deposit (EMD) amount as indicated in the Bid Fact Sheet in the form of an irrevocable and unconditional bank guarantee drawn in favour of the Employer (as indicated in Bid Fact Sheet) and payable at Gandhinagar must be submitted along with the Proposal.</p> <p>1.5.13.2. Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>1.5.13.3. The EMD submitted along with the Proposal will remain valid for a period of 28 days beyond validity period of the Proposal, including any extensions thereof.</p> <p>1.5.13.4. No interest shall be payable by the Employer for the sum deposited as EMD.</p> <p>1.5.13.5. Unless forfeited in accordance with Clause 1.5.14. below, the EMD of the unsuccessful Bidders will be returned within 2 month of signing of the Contract with the successful Bidder. The EMD of the successful Bidder will be returned upon the selected Bidder furnishing the Performance Security</p> <p>1.5.13.6. The EMD of a Joint Venture/Consortium (if allowed) shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued on the name of Partner in charge of the JV/Consortium proposed for the bid.</p> <p>1.5.13.7. The EMD in original shall be placed in an envelope and attached with the envelope containing the Qualification Documents marked as “RFQ cum RFP - Appointment of</p>

	<p>Master System Integrator (MSI) for Supply, Implementation, Integration, Operations & maintenance of Smart City ICT Components at Dholera Area under DICDL and “Not to be opened except in the presence of evaluation committee”.</p>
<p>1.5.14. Forfeiture of EMD</p>	<p>1.5.14.1. The EMD shall be forfeited and appropriated by the Employer as mutually agreed genuine pre-estimated compensation and damages payable to the Employer for the time, cost and effort of the Employer, without prejudice to any other right or remedy that may be available to the Employer under the RFQ cum RFP or in law under the following conditions:</p> <p>(a) If a Bidder withdraws or modifies its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.</p> <p>(b) 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 2.1.3.</p> <p>(c) If a Bidder is declared the first ranking Bidder and it:</p> <p>(i) withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Employer and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;</p> <p>(ii) fails to furnish the Performance Security of the RFQ cum RFP;</p> <p>(iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;</p> <p>(iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or</p> <p>(v) fails to execute the Contract.</p>
<p>1.5.15. Bid Document Processing Fee</p>	<p>1.5.15.1. All Bidders are required to pay the amount as indicated in the Bid Fact Sheet towards the cost of bid documents processing fees as follows:</p> <p>(a) Bid document processing fee shall be paid in Demand Draft in the name of Dholera Industrial City Development Limited, Gandhinagar.</p> <p>(b) The bid document processing fee is non-refundable.</p> <p>Please note that the Proposal, which does not include the Bid documents and processing fees, would be declared as non-responsive and accordingly, rejected.</p>

2. Instruction to Bidders

2.1. General Clauses

<p>2.1.1. Introduction</p>	<p>2.1.1.1. The Employer named in the data sheet will select a firm/organization (Master System Integrator), in accordance with the method of selection specified in the data sheet. Bidders are advised that the selection of Master System Integrator shall be on the basis of an evaluation by Employer through the selection process specified in this RFQ cum RFP (the “Selection Process”). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Employer’s decisions are without any right of appeal whatsoever. The Bidders shall submit the Proposal in the form and manner specified in this RFQ cum RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the successful Bidder shall be required to enter into a contract with the Employer in the form specified in this RFQ cum RFP.</p> <p>2.1.1.2. The Bidders are invited to submit Technical and Financial Proposal (collectively called as “the Proposal”), as specified in the Bid fact sheet, for the services required for the Project. The term “Applicant/Bidder” refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Master System Integrator. The Master System Integrator shall carry out the Project in accordance with the Terms of Reference of this RFQ cum RFP. The Contract (present in Volume III), which will be signed between the Employer and the successful Bidder is for a term of as specified in Bid fact sheet (including implementation, defect liability and maintenance period), for which term may be extended on mutually acceptable terms and conditions.</p> <p>2.1.1.3. The Employer has adopted a single-stage bid process for selection of the successful Bidder. Bidders who are eligible in accordance with Clauses 2.1 of the RFQ cum RFP are invited to submit their Proposals for providing the required Solution and Services, which will consist of three parts: (a) Qualification Documents; (b) Technical Proposal; and (c) Financial Proposal, each in the formats specified in Annexure.</p> <p>2.1.1.4. Brief Description of the Selection Process: The Employer has adopted a three stage selection process for evaluating the Proposals. The Bids shall comprise of three parts namely Qualification Documents, Technical and Financial Proposals:</p> <p>2.1.1.5. The first stage will involve qualification of the Bidders based on evaluation of their Qualification Documents to determine compliance with the Eligibility Criteria. Only those Bidders who are found to meet the Eligibility Criteria will be qualified for the next stage;</p> <p>2.1.1.6. In the second stage, the Technical Proposals of the eligible and qualified Bidders will be evaluated to determine compliance with the requirements of this RFQ cum RFP. Only those Bidders who score at least the minimum qualifying technical score, as specified in the Bid fact sheet, on their</p>
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	<p>Technical Proposals will be eligible for evaluation of their Financial Proposals in the third and final stage;</p> <p>2.1.1.7. In the third and final stage, the Financial Proposals of the eligible and qualified Bidders whose Technical Proposals have received at least the minimum qualifying technical score will be opened and evaluated and will be scored in accordance with the formula specified in the Bid fact sheet. The Proposals of the qualified Bidders will be finally ranked on the basis of Lowest Cost (L1)</p> <p>2.1.1.8. The lowest Bidder shall be issued the Letter of Award (LoA) while the second lowest Bidder will be kept in reserve till the Selected Bidder provides written acceptance of the LoA. The lowest Bidder may be invited to participate in negotiations with the Employer. Following receipt of the letter of award, the Bidder will furnish the Performance Security , fulfil any other conditions specified in the letter of award and execute the Contract with the Employer.</p> <p>2.1.1.9. The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Bidders may attend the pre-bid meeting, which will be held on the date specified in the Bid fact sheet, during which the Bidders will be free to seek clarifications and make suggestions to the Employer on the scope of the Services or otherwise in connection with the RFQ cum RFP. Bidder's will be required to submit pre-bid queries in writing/email as per given format minimum 3 working days before pre-bid meeting date and time. Any query received after that may not be entertained. Response to queries received as per defined timeline will be published post pre-bid meeting. Attending any such pre-bid meeting is optional and is at the Bidders' expense. The maximum number of participants from a Bidder, who choose to attend the pre-bid meeting shall not be more than three (3) per Bidder including the lead bidder, consortium member and subcontracting partners.</p> <p>2.1.1.10. The statements and explanations contained in the RFQ cum RFP are intended to provide the Bidders with an understanding of the scope of the Supply and Services required. Such statements and explanations should not be construed or interpreted as limiting in any way or manner:(i) the scope of the rights and obligations of the Bidder, as set out in the Contract; or (ii) the Employer's right to alter, amend, change, supplement or clarify the rights and obligations of the Bidder or the scope of the Supply and Services or the terms of the Contract. Consequently, any omissions, conflicts or contradictions in the RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent. The Employer will not entertain any claims on account of such omissions, conflicts or contradictions.</p> <p>2.1.1.11. The Employer will endeavor to provide to the Bidders, in a timely manner and at no additional cost, the inputs, relevant project data, responses to queries and reports required for the preparation of the Proposals as specified in the Bid fact sheet. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFQ cum RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Bidders towards preparation of their Proposals. The Bidders are hereby</p>
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	<p>advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Employer and/ or any of his consultants.</p> <p>2.1.1.12. Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Employer or any other costs incurred in connection with or relating to its Proposal. The Employer is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p> <p>2.1.1.13. The Employer will endeavor to adhere to the timelines set out in the Bid fact sheet for carrying out the bid process and award of the Contract.</p> <p>2.1.1.14. It will be assumed that Bidders will have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Proposals.</p> <p>2.1.1.15. Employer requires that the Systems Integrator provides professional, objective, and impartial advice and at all times hold Employer’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Integrator shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Employer and the Project.</p>
<p>2.1.2. Conflict Of Interest</p>	<p>2.1.2.1. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Employer shall be entitled to forfeit and appropriate the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:</p> <p>a) the Bidder, its Member or any constituent thereof and any other Bidder, its Member or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member, as the case may be), in the other Bidder, its Member is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956/ 2013. For the purposes of this Clause 2.1.2., indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other</p>

	<p>person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or</p> <ul style="list-style-type: none"> b) a constituent of such Bidder is also a constituent of another Bidder; or c) such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member thereof; or d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or e) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or f) Such Bidder or any Associate thereof, has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the Project.
<p>2.1.3. Corrupt and Fraudulent Practices</p>	<p>2.1.3.1. The Bidder (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFQ cum RFP, the Employer shall reject a proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Section 4 of Volume 1. The Employer will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.</p> <p>2.1.3.2. To this end, the Bidder shall permit and shall cause its suppliers, contractors and sub-contractors to permit the Employer to inspect their accounts, records, and other documents relating to the submission of the Proposal and Contract performance and to have them audited by auditors appointed by the Employer.</p>
<p>2.1.4. Site Visit</p>	<p>2.1.4.1. The Bidder may wish to visit and examine the project site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the</p>

	<p>Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.</p> <p>2.1.4.2. The Employer will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Employer adequate notice of a proposed visit of at least seven (7) days. Alternatively, the Employer may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the ITB Clause 2.5.6. Failure of a Bidder to make a site visit will not be a cause for its disqualification.</p> <p>2.1.4.3. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.</p>
<p>2.1.5. Acknowledgement by Bidder</p>	<p>2.1.5.1. It shall be deemed that by submitting the Proposal, the Bidder has:</p> <ul style="list-style-type: none"> (i) made a complete and careful examination of the RFQ cum RFP and any other information provided by the Employer under this RFQ cum RFP; (ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of the Employer; (iii) satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFQ cum RFP; (iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFQ cum RFP or ignorance of any matter shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Employer, or a ground for termination of the Contract; (v) agreed to be bound by the undertakings provided by it under and in terms of this RFQ cum RFP and the Contract; (vi) acknowledged that The Employer and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Employer and/ or its consultant.
<p>2.1.6. Rights of the Employer</p>	<p>2.1.6.1. The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:</p> <ul style="list-style-type: none"> (i) suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the successful Bidder; (ii) consult with any Bidder in order to receive clarification or further information; (iii) retain any information, documents and/or evidence submitted to the Employer by and/or on behalf of any Bidder; (iv) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on

	<p>behalf of any Bidder, provided that any such verification or lack of such verification by the Employer shall not relieve the Bidder of its obligations or liabilities, or affect any of the rights of the Employer;</p> <p>(v) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Bidder in question does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Proposal;</p> <p>(vi) accept or reject a Proposal, annul the bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the successful Bidder, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Bidder.</p> <p>2.1.6.2. If the Employer exercises its right under this RFQ cum RFP to reject a Proposal and consequently, the first/highest ranked Bidder gets disqualified or rejected, then the Employer reserves the right to:</p> <p>(i) invite the next ranked Bidder to negotiate the Contract, except in the case where the rejection is for the reason mentioned in the clause 3.1.10; or</p> <p>(ii) take any such measure as may be deemed fit in the sole discretion of the Employer, including inviting fresh Proposals from the qualified Bidders or annulling the entire bid process.</p>
<p>2.1.7. Clarification and Amendment of RFP and RFQ</p>	<p>2.1.7.1. The Bidder may request a clarification of any part of the Bid documents prior to the last date for submission of queries. Any queries or requests for additional information in relation to the bid documents should be submitted in writing or by fax and email. The queries submitted sent via email should be in excel sheet format only, along with name and details of the organisation submitting the queries. The template for bid queries is provided in Annexure 1. The envelope or communication must clearly bear the following subject line - "Appointment of Master System Integrator for Design, Supply, Implementation, Integration, Operations and Maintenance of Dholera City of DMICDC Queries or Request for Additional Information" and sent to the address/number/e-mail address as indicated in the Bid Fact Sheet. The Employer shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Bid Fact Sheet. The Employer's responses to Bidder queries (including an explanation of the query but without identifying its source) will be made available to all Bidders and shall be uploaded on the Employer's website. It shall be the Bidder's responsibility to check the Employer's website for the responses to the queries or requests for clarification. The Employer may, but shall not be obliged to communicate with the Bidders by e-mail, notice or other means it may deem fit about the issuance of clarifications. The Employer reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this bid document shall be taken to be or read as compelling or requiring the Employer to respond to any query or to provide any clarification. Should the Employer deem it necessary to</p>

	<p>amend the bid document as a result of a clarification, it shall do so following the procedure described below:</p> <p>(a) At any time prior to deadline of bid submission, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the bid documents by issuing an amendment. The amendments shall be uploaded on the Employer’s website and will be binding on the Employer and the Bidders. The Bidders shall update themselves by visiting the Employer’s website regularly and the Employer bears no responsibility for any Bidder’s failure to do.</p> <p>(b) If the amendment is substantial, the Employer may extend the Proposal Due Date to give the Bidders reasonable time to take an amendment into account in their Proposals.</p> <p>(c) Verbal clarifications and information given by the Employer or any other Person for or on its behalf shall not in any way or manner be binding on the Employer.</p> <p>2.1.7.2. When specified in the Bid fact sheet, the Employer will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the Bid Fact Sheet. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Terms of Reference. Bidders are requested to submit any questions in writing to reach the Employer not later than one week before the meeting. Questions and answers will be transmitted in accordance with ITB Clause 2.1.7.1. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Employer.</p> <p>2.1.7.3. The Bidder may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified in the Bid fact sheet for the bid submission date.</p>
<p>2.1.8. Joint Venture</p>	<p>2.1.8.1. The composition or constitution of the Joint Venture/ Consortium shall not be altered without the prior consent of the Employer.</p> <p>2.1.8.2. The maximum number of Joint Venture Partners including the Lead Bidder is three (Lead +2 JV members).</p>
<p>2.1.9. No Deviation</p>	<p>2.1.9.1. Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP</p> <p>2.1.9.2. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.6.</p> <p>2.1.9.3. The bids with deviation(s) are liable for rejection.</p>

2.2. Eligibility and Qualifications

2.2.1. Pre- Qualification Criteria

Sr. No	Type	Eligibility Criterion	Documentary Evidence
1	Company Profile	The Lead Bidder shall be in operations for a period of at least five (5) years as on submission date of RFQ cum RFP. In case of a Consortium/JV, in addition, each member other than Lead Bidder shall be in ICT operations for a period of at least three (3) years as on submission date of RFQ cum RFP.	<ul style="list-style-type: none"> Copy of certificate of Incorporation/Registration under Indian Companies Act 1956/ 2013
2.	Company Financials & Profile	The Lead Bidder should have average annual turnover of INR 180 Crores over last three years with minimum 50 crores from ICT services. Each consortium member in bid should have average annual turnover of minimum 30 crores over last three years.	<ul style="list-style-type: none"> A certificate from Chartered Accountant/ Statutory auditor/Director/CFO stating the amount received for the said work from the respective Client/Employer shall be accepted as proof of payment.
3.	Company Financials	The Lead Bidder/All Consortium/JV members should have a combined net worth of minimum INR 50 crore as on last date of latest audited financial year	Bidder/all the consortium/JV partner should produce a Certificate from the Chartered Accountant/Statutory Auditor or Audited Balance Sheets Confirming the Net Profit.
4.	Company Standing	As on date of submission of the proposal, the Bidder (all members of the consortium as applicable) or its Sub-Contractors, or OEM shall not be blacklisted by any Central or State Department (globally) in the last 5 years.	<p>The Sole Bidder or the Partner in charge and all other Members of Consortium:</p> <ul style="list-style-type: none"> Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by bidder's authorized signatory; In case of consortium, this needs to be provided by each of the consortium member.
5.	Local Presence	The Bidder (Project in Charge in case of consortium) shall have an office in Gujarat or shall furnish an undertaking at the time of bid submission that the Bidder shall establish an office in Dholera / Ahmedabad/ Gandhinagar within forty-five days of being declared as the successful bidder. The office shall be maintained during the entire duration of the Contract.	<p>List and address of office in Dholera/ Ahmedabad/Gandhinagar;(Shop act License or Gumastha to be provided)</p> <p>OR</p> <p>Undertaking from authorized signatory to open office in Ahmedabad/ Dholera / Gandhinagar within forty-five days of being declared as the successful bidder.</p>
6.	Integrated Operations Centre /	The Bidder (any member in case of consortium) shall have successfully implemented and commissioned at least	Sole Bidder/any Member of Consortium:

Sr. No	Type	Eligibility Criterion	Documentary Evidence
	Command and Control Centre	one (1) projects of minimum value of INR 3 Crores for each project (excluding Civil Works) during last 10 years integrating at least two (2) different city/campus- wide applications from among the modules defined in this RFQ cum RFP at the command and control centre.	<ul style="list-style-type: none"> Completion/Commission Certificate issued & signed by the competent authority of the Employer entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning and in-operation status of a part of the order meeting the requirement.</p>
7.	ERP	The Bidder (any member in case of consortium) shall have successfully implemented and commissioned at least two (2) projects related to implementation/ integration and support of ERP system in India operational for more than one year as on bid submission date including HR, Payroll, finance, Projects & Works Management utility billing, asset management modules, Contracts & Inventory Management, Industry specific solutions for utilities, CRM, Process workflow, Master Data Governance (with at least 3 of these modules) having a minimum value of INR 1 crores per project during last 7 years.	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> Completion/Commission Certificate issued & signed by the competent authority of the Employer entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning and in-operation status of a part of the order meeting the requirement.</p>
8.	Network	The Bidder (any member in case of consortium) shall have successfully implemented and commissioned at least two (2) networking projects with minimum linear distance of 15 Km or 5 Sq. Km City-wide/Campus-wide/State-wide covering both Active and Passive components during last Seven (7) years.	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> Completion / Commission Certificate issued & signed by the competent authority of the Employer entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful commissioning and in operation status of a part of the order meeting the requirement.</p>
9.	SEI CMMI level	Lead Bidder or any other partner of the consortium must have a SEI CMMI Level 3 or higher certificate	Relevant Certificate mentioning the same

Sr. No	Type	Eligibility Criterion	Documentary Evidence
10.	Integrated Operation Platform	I. The Bidder (any member in case of consortium) shall have successfully implemented and commissioned at least 1 similar CIOC software comprising of Pre-Integrated Visualization layer & Normalization/Integrated operation platform at City/Utilities/PSU/ULB in India/Globally operational for more than six months with integration of minimum 2 city domains/ applications / use cases mentioned in the RFP cum RFQ.	Agency / Bidder to submit completion certificate from client. (For Projects awarded globally, self-certification along with PO will be accepted as a valid proof of project execution. Considering domestic projects implemented in India, MSI needs to share the client certificate as a valid proof)
11.	OEM Criteria	MSI should propose and supply the products (Networking devices at aggregation & data centre layer, Storage, Servers, network Firewall/ NGFW), who are amongst the <i>top 7 in terms of Market share World-wide or amongst top 3 Indian companies in terms of market share</i>	MSI needs to submit Latest Worldwide and India Applicable report to support the same.

Note -Experience claimed shall be as Lead Bidder or any member of a JV/Consortium only. No sub-contracting experience shall be considered for evaluation process. Projects completed upto minimum 80% shall be considered with a client certificate for project implemented.

2.2.2. Technical Qualification cum Evaluation Criteria

Criteria	Marks
Project Experience	40
Approach and Methodology and Presentation	20
Key Experts	20
Proposed Solution	20
Total	100

Sr. No.	Evaluation Criteria	Max. Marks	Documents Required
1	Project Experience	40	
1.1	<p>The Bidder (any member in case of consortium) shall have successfully commissioned at least one (1) project related to implementation of Integrated Operations Centre/Command and Control Centre integrating at least two (2) different city/campus- wide applications at the command and control centre with a minimum value of INR 3 crores per project (excluding civil works) during last Ten (10) years.</p> <p>Number of Projects:</p> <ul style="list-style-type: none"> • =1: 2 Marks • =2: 4 Marks • 1 Mark for each additional Project up to 3 projects 	7	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> • Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; • Completion/Commission Certificate issued & signed by the competent authority of the Employer entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful execution and in-operation status of a part of the order meeting the requirement.</p>
1.2	<p>The Bidder (any member in case of consortium) shall have successfully commissioned at least two (2) projects related to implementation/integration and support of ERP system in India operational for more than one year as on bid submission date including HR, Payroll, finance, Projects & Works Management utility billing, asset management modules, Contracts & Inventory Management, Industry specific solutions for utilities, CRM,</p>	7	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> • Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. • Completion/Commission Certificate issued & signed by the competent authority of the Employer entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement.</p>

Sr. No.	Evaluation Criteria	Max. Marks	Documents Required
	<p>Process workflow, Master Data Governance (with at least 3 of these modules) having a minimum value of INR 1 crores per project during last Seven (7) Years.</p> <p>Number of Projects:</p> <ul style="list-style-type: none"> • =2: 4 Marks • 1 marks for each additional Project up to 3 projects 		
1.3	<ul style="list-style-type: none"> • The Bidder (any member in case of consortium) shall have successfully integrated and commissioned at least two (2) projects related to implementation/integration and support with existing application/ portal/ integrated operation centre of people centric governance applications integrating at least four (4) different services having a minimum value of INR 2 crores per project during last Seven (7) years. <p>Number of Projects:</p> <ul style="list-style-type: none"> • =2: 4 Marks • 1 marks for each additional Project up to 3 projects 	7	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> • Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; • Completion/Commission Certificate issued & signed by the competent authority of the Employer entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful execution and in-operation status of a part of the order meeting the requirement.</p>
1.4	<p>The Bidder (any member in case of consortium) shall have successfully commissioned at least two (2) projects related to implementation of Networking projects with minimum linear distance of 15 Km. or 5 Sq. Km area City-wide/Campus-wide/State-wide covering both Active and Passive components during last Seven (7) years.</p> <p>Number of Projects:</p> <ul style="list-style-type: none"> • =2: 2 Marks 	5	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> • Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; • Completion/Commission Certificate issued & signed by the competent authority of the Employer entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful execution and in-operation status of a part of the order meeting the requirement.</p>

Sr. No.	Evaluation Criteria	Max. Marks	Documents Required
	<ul style="list-style-type: none"> 1 Mark for each additional project upto 3 projects. 		
1.5	<p>The Bidder or any consortium member shall have successfully Commissioned at least two (2) projects related to implementation of citywide / campus wide outdoor CCTV surveillance system consisting of at least 250 IP based cameras with integrated Video Management System and recording during last seven (7) years. Video analytics should be running concurrently in at least 10 % cameras</p> <p>Number of Projects:</p> <ul style="list-style-type: none"> =2: 2 Marks 1 Mark for each additional Project up to 3 projects 	5	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; Completion/Commission Certificate issued & signed by the competent authority of the Employer entity on the entity's Letterhead. Commission Certificate for video Analytics deployed and functional for cameras installed should be provided by the competent authority of the Employer entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful execution and in-operation status of a part of the order meeting the requirement.</p>
1.6	<p>The Bidder or any consortium member shall have successfully Commissioned at least two (2) projects related to implementation of Data Centre / Data Recovery during last seven (7) years.</p> <p>Number of Projects:</p> <ul style="list-style-type: none"> =2: 2 Marks 1 Mark for each additional Project up to 2 projects 	4	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; Completion/Commission Certificate issued & signed by the competent authority of the Employer entity on the entity's Letterhead. <p>In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful execution and in-operation status of a part of the order meeting the requirement.</p>
1.7	<p>The Bidder or any consortium member shall have successfully commissioned at least two (2) projects related to implementation of Utilities Management in a city / campus wide scenario during last seven (7) years.</p> <p>Number of Projects:</p>	5	<p>Sole Bidder/any Member of Consortium:</p> <ul style="list-style-type: none"> Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; Completion/Commission Certificate issued & signed by the competent authority of the Employer entity on the entity's Letterhead.

Sr. No.	Evaluation Criteria	Max. Marks	Documents Required
	<ul style="list-style-type: none"> =2: 2 Marks 1 Mark each for each additional project up to 3 projects 		In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful execution and in-operation status of a part of the order meeting the requirement.
2	Approach & Methodology and Presentation (Please refer Appendix 17 for structure)	20	
2.1	Proposed Solution and Architecture.	5	
2.2	Overall Approach, Methodology, Implementation and Deployment Plan.	5	
2.3	Technical Presentation and Proof of Concept in front of Evaluation Committee.	10	
3	Key Experts	20	
3.1	<p>Project Director - Bachelor of Engineering degree and preferably having MBA/M.Tech/MS and having more than 15 years of experience in implementation and management of similar IT/ ICT projects involved in complete project lifecycle. Must have at least five (5) relevant projects (Network, Datacentre ERP or command and control centre). Project Director shall be a full-time employee of the MSI/Consortium Bidder.</p>	5	CV signed by Key Expert and Authorized Representative.
3.2	<p>Project Manager - Bachelor of Engineering degree (Information Technology/ Computer Engineering/ Electronics & Communication/ Computer Science) and preferably having MBA/M. Tech/MS with PMP/ PRINCE 2 having more than 12 years of experience in similar ICT projects and involved in end-to-end implementation. Must have at least three (3) relevant projects (e-governance, ERP or command or control centre).</p>	4	CV signed by Key Expert and Authorized Representative.

Sr. No.	Evaluation Criteria	Max. Marks	Documents Required
	Project Manager shall be a full-time employee of the MSI/Consortium Bidder.		
3.3	<p>Network & Security Architect - Bachelor of Engineering degree (Information Technology/ Computer Engineering/ Electronics & Communication/ Computer Science) or MCA having more than 10 years of experience in network design and implementation. Must have at least three (3) relevant projects (Data Centre and city-wide Network)</p> <p>Network & Security Architect shall be a full-time employee of the MSI/Consortium Bidder.</p>	3	CV signed by Key Expert and Authorized Representative.
3.4	<p>Solution Architect – Bachelor of Engineering degree (Information Technology/ Computer Engineering/ Electronics & Communication/ Computer Science) and M.E/M Tech/MS having more than 15 years of experience in designing and implementing Smart City projects similar to the project requirements. Must have at least three (2) relevant projects (Smart City Projects).</p> <p>Solution Architect shall be a full-time employee of the MSI/Consortium Bidder.</p>	4	CV signed by Key Expert and Authorized Representative.
3.5	<p>ERP and E- Governance Expert – Bachelor in Engineering (Information Technology/ Computer Engineering/ Electronics & Communication/ Computer Science)) and MCA/ M. Tech /M. E/M. S having minimum 10 years of experience in designing, implementing and integrating various ERP modules including finance, asset management, inventory management, utility billing and</p>	2	CV signed by Key Expert and Authorized Representative.

Sr. No.	Evaluation Criteria	Max. Marks	Documents Required
	maintenance, etc. Must have at least five (5) relevant projects. ERP and e-Governance expert shall be a full-time employee of the MSI/Consortium Bidder.		
3.6	Integrated Operation Platform Expert – Bachelor in Engineering (Information Technology/ Computer Engineering/ Electronics & Communication/ Computer Science) and MCA/M.Tech/M. E/M.S. having more than 8 years of experience in integrating multiple sensors at the command and control centre at city-wide/ campus-wide deployment. Must have at least two (2) relevant projects. Integrated Operation Platform Expert shall be a full-time employee of the MSI/Consortium Bidder.	2	CV signed by Key Expert and Authorized Representative.
4	Proposed Solution	20	
	Work Package wise weightage		
	Work Package – 1	10	Work package wise proposed solution compliance with respect to the functional as well as technical requirements specified in RFP document.
	Work Package – 2	5	
	Work Package – 3	5	

Evaluation criteria for Proposed Approach & Methodology:

DICDL shall also evaluate the quality of the proposed methodology to implement the solution. Various parameters, which would be considered under this section, are:

- Project Management Methodology
 - Pre-Implementation
 - Implementation
 - Post-Implementation
- Quality of the Software Engineering methodology proposed for Design and Development of proposed Modules/applications
- Risk Management Methodology proposed
- Integration Methodology
- Training and Capacity Building Methodology

Weightage matrix for these criteria of evaluation will be

Evaluation Criteria	Weightage
Bidders understanding level of proposed scope of work	20
Project Management Methodology for Pre-Implementation and implementation phase	15
Project Management Methodology for Post-Implementation	15
Quality of the Software Engineering methodology proposed for Design and Development of proposed Modules/applications	15
Risk Management Methodology Proposed	10
Integration Methodology	15
Training and Capacity Building Methodology	10
Total	100

Evaluation criteria for Presentation:

Sr. No.	Evaluation Criteria
1	Understanding of the scope of project.
2	Understanding of the Project from Holistic Smart City Implementation & Integration Prospective
3	Proposed solution for the project along with approach and methodology followed for the project
4	Capability of the Proposed Team
5	SLA Implementation and Proposed Management Methodology
6	Training to users – Proposed Approach & Methodology for imparting effective user training and training plan

MSI shall be asked to give presentation (Approx. duration of 60 minutes) with respect to technical evaluation criteria during the Technical Bid Evaluation Process. DICDL reserves right to take detail demonstrations of the proven packaged solution proposed and / or visit vendor's customer where such a similar project execution has taken place.

Evaluation criteria for key experts:

The key experts shall be evaluated based on the below criteria:		
A.	GENERAL QUALIFICATIONS	20%
A1.	Educational Qualification	10%
A2.	Professional experience	5%
A3.	Industry Certifications	5%
B.	ADEQUACY FOR THE ASSIGNMENT	70%
B1.	Experience in similar capacity/ broad sector	30%
B2.	Experience relevant to TOR/ Project	40%

C.	ASSOCIATION WITH THE FIRM	10%
C1.	Full Time permanent staff	6%
C2.	Years of association	4%

Note: MSI needs to propose/submit CV's of only available key experts in their technical proposal.

1	Other Staff Requirement (minimum) Required on-site (not evaluated but shall be approved by Employer)	
Implementation Support Staff		
1.1	Project Coordinator - Bachelor in Engineering or equivalent with minimum 7 years of experience. Must have experience as a project coordinator on similar projects that require IT development and implementation. On-site Project Coordinator shall be deputed on site for the entire implementation phase.	CV signed by Other Staff Personnel and Authorized Representative.
O&M Support Staff		
1.2	ERP Support Engineer - Bachelor in Engineering or equivalent with minimum 8 years' experience of deployment and maintenance of ERP system.	
1.3	E-governance Support Engineer - Bachelor in Engineering or equivalent with minimum 7 years' experience in deployment and maintenance of e-governance systems.	
1.4	Fibre optic Support Engineer - Bachelor in Engineering or equivalent with minimum 7 years' experience in deployment and maintenance of fibre optic infrastructure.	
1.5	Integration Support Engineer - Bachelor in Engineering or equivalent with minimum 8 years' experience in deployment and maintenance of integrated command and control centre.	

Note:

- Employer or its representative reserves the right to visit any of the existing sites of the Bidder during evaluation. Prior intimation will be given to the Bidder regarding the visit of sites.
- Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the Bidders who get an Overall Technical score of 75% or more in the Technical Evaluation Framework will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to rejection of the Bid.

- Each CV needs to have been recently signed by the key expert and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key expert will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised signatory shall be required in original.
- A CV shall be summarily rejected if the educational qualification of the key expert proposed does not match with the requirement as given in the RFQ cum RFP.

Submission, Opening and Evaluation

2.3. General Terms for Submission, Opening and Evaluation

<p>1. Submission, Sealing, and Marking of Proposals</p>	<p>1.1. The Bidder shall submit a signed, stamped and complete Proposal comprising the documents (through e-proc and physical).</p> <p>1.2. The Proposal, Bid Document and Processing Fee shall be submitted online through www.nprocure.com and the Demand Drafts / Bank Guarantee for Bid Security will be hand delivered or sent by registered post, speed post or courier in the manner and to the address specified in the Bid fact sheet:</p> <p style="padding-left: 40px;">The Employer will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected. Each Proposal must be typed or written in indelible ink and an authorized representative of the Bidder shall sign the Proposal and physically initial all pages of the Proposal. The authorization shall be by way of a written power of attorney executed in the format attached as Appendix 6 and 7 or shall be by a partner in case of a partnership firm and/or a limited liability partnership. The name and position held by the person signing the Proposal must be typed or printed below the signature. PoA for the authorized representative and/or the partner in charge of the Consortium, if executed as per Applicable Laws.</p> <p>1.3. The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Proposal.</p> <p>1.4. The bidder shall comply with all requirements as per the terms and conditions of bid submission through www.nprocure.com. The detailed procedure for submission of tenders online has been provided along with RFQ cum RFP.</p> <p>1.5. The Employer may, at its discretion, extend this deadline for submission of bids by amending the RFQ cum RFP, in which case all rights and obligations of the Employer and Bidders will thereafter be subject to the deadline as extended. Any bid received by the Employer after the bid submission deadline prescribed by the Employer in the Bid fact sheet, will be rejected and returned unopened to the Bidder.</p>
<p>2. Withdrawal, Sealing and Marking of Proposals</p>	<p>2.1. The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time</p> <p>2.2. Separate envelopes for Pre-Qualification Stage documents and Technical Stage documents to be prepared and kept in one common envelope duly marked on top of the envelope. All the documents required to Qualify a bidder in Pre-Qualification stage should be kept in the PQ stage envelope. Tender fee and EMD/Bid Security should be in separate envelope duly marked should be placed in the common</p>

	<p>envelope. All these three envelopes 1) EMD/Bid security/ tender fee. 2) PQ stage and 3) Technical Stage should be placed in the common envelope.</p> <p>2.3. All notices of withdrawal, substitution, or modification shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Employer at the address named in the Bid fact sheet for clause; and (b) bear the Contract name, and the words “BID WITHDRAWAL NOTICE”, BID SUBSTITUTION NOTICE”, or “BID MODIFICATION NOTICE”. <p>2.4. A notice may also be sent by electronic means such as fax or e-mail, but in this case must include a scan of the mailing receipt showing both the sender's and receiver's addresses for the signed hardcopy of the notice, and a scan of the power of attorney.</p> <p>2.5. Bids requested to be withdrawn in accordance with ITB 3.1.2.1. shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.</p> <p>2.6. 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.</p>
<p>3. Performance Security</p>	<p>3.1. Upon selection, the Bidder shall furnish to the Employer, a performance security of the amount specified in Clause 3.1.3.2. below, on or before execution of the Contract to secure the due performance of the obligations of the Bidder under the Contract (the Performance Security). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Employer in the format appended to the Contract.</p> <p>3.2. The Performance Security shall be for an amount equal to 10% (Ten percent) of the total value of the Contract.</p>
<p>4. Opening of Proposals</p>	<p>4.1. The Employer shall open only those Proposals that are submitted on or before (BDD+1 day) at 3.00 PM</p> <p>4.2. The Employer shall open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidder’s representatives who choose to attend bid opening.</p> <p>4.3. First, envelopes marked “BID WITHDRAWAL NOTICE” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “BID SUBSTITUTION NOTICE” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “BID MODIFICATION NOTICE” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.</p>

	<p>4.4. Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids validly withdrawn in accordance with Clause 3.1.1., will promptly be returned, unopened, to their Bidders.</p>
<p>5. Confidentiality</p>	<p>5.1. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Employer on any matter related to its Qualification Documents, Technical Proposal and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially involved with the bid process, until the publication of the Contract award.</p> <p>5.2. Any attempt by a Bidder or anyone on behalf of the Bidder to influence improperly the Employer in the evaluation of the Proposals or award of the Contract may result in the rejection of its Proposal.</p> <p>5.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Employer on any matter related to the selection process, it should do so only in writing.</p>
<p>6. Responsiveness and Eligibility Test</p>	<p>6.1. First, the Employer's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Bidders are eligible to be awarded the Contract. At the opening of the Qualification Documents, the following shall be read out:</p> <ul style="list-style-type: none"> (i) the name and the country of the Bidder; (ii) the presence or absence of duly sealed envelopes with the Technical Proposal and the Financial Proposal; (iii) any modifications, substitutions or withdrawal to the Proposal submitted prior to the Proposal Due Date; (iv) any other information deemed appropriate. <p>6.2. The Qualification Documents shall be considered responsive only if:</p> <ul style="list-style-type: none"> (i) all documents specified in Clause 1.5.8. are received in the prescribed format; (ii) the Proposal is received by the Proposal Due Date; (iii) it is signed, sealed and marked as specified in Clause 3.1.1. ; (iv) it contains all the information and documents (complete in all respects) as requested in this RFQ cum RFP; and (v) it does not contain any condition or qualification. <p>6.3. The Employer's evaluation committee shall evaluate and determine whether the Bidders who have submitted responsive Qualification Documents satisfy the Eligibility Criteria.</p> <p>6.4. If any Bidder is found to be disqualified in accordance with the terms of the RFQ cum RFP or the Qualification Documents are found to be non-responsive or the Bidder does not meet the Eligibility Criteria, then the Proposal submitted by such Bidder will be rejected.</p> <p>6.5. Upon completion of evaluation of the Qualification Documents, the Employer will notify the Bidders whether they are qualified and eligible for evaluation of their Technical Proposals.</p> <p>6.6. An indicative bid submission checklist is provided in Annexure. Bidders should expand and (if appropriate) modify and complete this checklist. The purpose of the table is to provide the Bidder with a detailed summary checklist of items that must be</p>

	<p>included in the bid as described in Clause 1.5.8, and 1.5.9. , in order for the bid to be considered responsive.</p> <p>6.7. If envelopes are not sealed and marked as per the instructions, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the proposal submitted and consequent losses if any suffered by the Bidder.</p>
<p>7. Evaluation of Technical Proposals</p>	<p>7.1. The Employer’s evaluation committee shall evaluate the Technical Proposals of eligible Bidders for responsiveness. If the Technical Proposal is found:</p> <ul style="list-style-type: none"> (a) not to be complete in all respects; or (b) not duly signed by the authorized signatory of the Bidder; (c) to contain alterations, conditions, deviations or omissions, <p>then such Technical Proposal shall be deemed to be substantially non-responsive and be liable to be rejected.</p> <p>7.2. Each responsive Technical Proposal submitted by an eligible Bidder will be given a technical score on the basis of the evaluation criteria, sub-criteria, and point system as specified in the Bid fact sheet. The Financial Proposals of only those Bidders who score at least the minimum qualifying technical score, as specified in the Bid fact sheet, on their Technical Proposals will be opened by the Employer.</p> <p>7.3. The evaluation will be done through L1 (Lowest Cost) Method.</p>
<p>8. Public Opening of Financial Proposals</p>	<p>8.1. After the evaluation of Technical Proposals of eligible Bidders is completed, the Employer shall notify those Bidders whose Technical Proposals were considered non-responsive to the RFQ cum RFP or who do not score the minimum qualifying technical score that their Financial Proposals will not be opened, along with information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion). The Employer shall simultaneously notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder’s attendance at the opening of the Financial Proposals is optional and is at the Bidder’s choice.</p> <p>8.2. The Financial proposals of eligible Bidders whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the Employer’s evaluation committee on the date and at the time notified by the Employer in the presence of the Bidders whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Bidders, shall be read aloud. If any Financial Proposal is found:</p> <ul style="list-style-type: none"> (i) not complete in all respects; (ii) to contain alterations, conditions, deviations or omissions <p>then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.</p>
<p>9. Correction of Errors</p>	<p>9.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.</p> <p>The Employer’s evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by</p>

	<p>multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case. In case of any discrepancy between the Technical Proposal and the Financial Proposal of a Bidder, the Technical Proposal shall prevail and the Employer's evaluation committee shall correct the quantities specified in the Financial Proposal so as to make it consistent with the corresponding quantities specified in the Technical Proposal, apply the relevant rate included in the Financial Proposal to the corrected quantity, and correct the total cost stated in the Financial Proposal.</p>
<p>10. Negotiations</p>	<p>10.1. The lowest Bidder may, if necessary, be invited for negotiations with the Employer. The negotiations will be held at the date and address as informed by the Employer. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Bidder under this RFQ cum RFP. Issues such a deployment of Key Experts, understanding of the Scope of Work, methodology and quality of the implementation plan etc. shall be discussed during the negotiations. In case, the Selected Bidder fails to reconfirm its commitment, the Employer reserve the right to designate the second lowest Bidder as the Selected Bidder and invite it for negotiations</p> <p>10.2. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Bidder's authorized representative.</p> <p>10.3. If the negotiations fail, the Employer shall inform the lowest Bidder in writing of all pending issues and disagreements and provide a final opportunity to the first/highest ranking Bidder to respond. If disagreement persists, the Employer shall terminate the negotiations informing the lowest Bidder of the reasons for doing so. Upon termination of the negotiations with the lowest Bidder, the Employer may invite the next-ranked Bidder to negotiate the Contract with the Employer or annul the bid process, reject all Proposals and invite fresh Proposals. If the Employer commences negotiations with the next lowest Bidder, the Employer shall not reopen the earlier negotiations.</p>
<p>11. Variation of Quantities at the time of Award</p>	<p>11.1. The Employer reserves the right at the time of Contract award to increase or decrease, by the percentage (s) indicated in the Bid Fact Sheet any of the following:</p> <ul style="list-style-type: none"> (a) de-scope or add the systems/sub-systems equivalent to specified percentage (%) of Contract value; or (b) the quantity of substantially identical Sub-systems; or (c) the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the Information System; or (d) the quantity of Installation or other Services to be performed, from that originally specified in the Terms of Reference (as amended by any Addenda issued pursuant to ITB Clause 2.5.6.), without any change in unit prices or other terms and conditions.
<p>12. Award of Contract</p>	<p>12.1. After completing the negotiations, the Employer shall issue a Contract letter of award to the selected Bidder:</p> <ul style="list-style-type: none"> (i) accepting the Proposal of the selected Bidder with such modifications as may be negotiated with the Employer; (ii) requesting it to submit the Performance Security in accordance with Clause 3.1.3.; (iii) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute

	<p>the Contract.</p> <p>Within [15] days of receipt of the letter of award, the selected Bidder shall sign and return a copy of the letter of award.</p> <p>12.2. Upon execution of the Contract, the Employer will publish the award information; and promptly notify the other technically qualified Bidders of the conclusion of the selection process or upload the details of the selected Bidder on its website.</p> <p>12.3. If the selected Bidder fails to satisfy the conditions specified in Clause 3.1.12.1. above or fails to execute the Contract on or before the date specified in the letter of award, the Employer may, unless it consents to an extension, without prejudice to its other rights under the RFQ cum RFP or in law, disqualify the selected Bidder, revoke the letter of award and forfeit the EMD of the selected Bidder. If the Employer elects to disqualify the selected Bidder and revoke the letter of award, it may invite the next lowest Bidder to negotiate the Contract with the Employer or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.</p> <p>12.4. The Employer shall reserve the right to award the contract in full or a part. Any increase in the scope of contract shall be awarded within the limits as specified in Bid fact sheet.</p>
13. Cost Evaluation	The bidder qualifying the minimum required Technical Score and with Lowest financial score (L1) will be considered as the successful Bidder and will be invited for contract signing.

2.4. Evaluation Methodology

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 or presentation with the Bidders to seek clarifications or conformations on their bids. The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criterion mentioned in the RFP. The steps for evaluation are as follows:

2.4.1. Step 1: Pre-Qualification

2.4.1.1. The authority shall validate the “Bid Security/Earnest Money Deposit (EMD)”.

2.4.1.2. If the contents of the Set 1 are as per requirements, Authority shall open the “Pre-Qualification Bid”. Each of the Pre-Qualification condition mentioned in Section 2.2.1. is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified. Bidders would be informed of their qualification/ disqualification based on the Pre-Qualification criteria through the procurement portal and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

2.4.1.3. Technical and Financial bids for those bidders who don’t pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don’t qualify the technical evaluation. Bid Security amount shall be returned for those who don’t qualify the financial evaluation.

2.4.2. Step 2: Technical Qualification

- 2.4.2.1. Technical evaluation will be done only for those Bidders who succeed in Pre-Qualification stage.
- 2.4.2.2. Authority 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 Authority's discretion.
- 2.4.2.3. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 2.1.2.
- 2.4.2.4. Bidders should submit in detailed – "Approach & Methodology & Solutions proposed"
- 2.4.2.5. 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 75 or more in Technical Evaluation Framework as given in Section 2.1.2. will qualify for commercial evaluation. Otherwise, it will lead to technical rejection of Bid.

2.4.3. Step 3: Commercial Evaluation

- 2.4.3.1. All the technically qualified Bidders will be notified of their participation in the next stage of Commercial Evaluation process.
- 2.4.3.2. The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- 2.4.3.3. Commercial Bids that are not as per the format provided in the Annexure shall be liable for rejection.
- 2.4.3.4. The Bidder who has quoted the lowest Total Price shall be treated as L1. The total Bid Price shall be inclusive of all taxes and inclusive of other levies, duties etc. and shall be in INR and mentioned separately.

2.4.4. Step 4: Final Score Calculation

- 2.4.4.1. The final score would be awarded on basis of Lowest Cost (L1)
- 2.4.4.2. The weightages are as follows:
 - Technical – 75%
 - Commercial – L1
- 2.4.4.3. The bidder with the lowest cost score shall be treated as the Successful bidder after having technical score of minimum 75% and above.
- 2.4.4.4. In the event the Final scores are 'tied', the bidder securing the highest technical score will be declared as the Best Value Bidder for award of the project

3. Corrupt and Fraudulent Practices

- 3.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Employer may 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 in the Bidding Process.
- 3.2. Without prejudice to the rights of the Employer under Clause 4.1 hereinabove, if a Bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Employer during a period of 2 (two) years from the date such Bidder is found by the Employer 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, as the case may be.
- 3.3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.1.2., engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;
 - (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process
 - (d) "undesirable practice" means (I) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a
 - (e) Conflict of Interest; and
 - (f) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidder with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4. Bid Fact Sheet

Sr. No.	Item	Description
1	Method of Selection	The Contract shall be awarded to the bidder quoting the lowest price post technical qualification.
2	Availability of RFP Documents	Download from www.nprocure.com
3	Date of RFP Issuance	05.03.2020
4	Tender Processing Fee (Non-refundable and Not-Exempted)	INR 59,000/- (Fifty-Nine Thousand Rupees only) including 18% GST
5	Bid Security/Earnest Money Deposit (EMD)	INR One crore only
6	Last date and time for Submission of Pre-bid Queries	18.03.2020
7	Pre- Bid Meeting	19.03.2020 - 11:00 Hrs.
8	Posting of Responses to pre-bid queries (On Website)	07.04.2020
9	Last Date and time for online submission of Bid (On or before)	07.05.2020 – 15:00 Hrs.
10	Last Date and time for submission of hard copy of bid (on or before)	08.05.2020 – 15:00 Hrs.
11	Date, time for Opening of Pre-Qualification Bids	08.05.2020 – 15:30 Hrs.
12	Bid validity	180 days
13	Currency	Indian National Rupee (INR)
14	Name and Address for Correspondence/ city survey	DESIGNATION: Managing Director ADDRESS: Dholera Industrial City Development Limited, 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, 'GH-4' Circle, Gandhinagar – 382017 Gujarat, India FAX NO: +91-79- 23222481 Phone: +91-79-23226015 E-MAIL ADDRESS: dbrahmbhatt@dicdl.in
15	Scope of work-Maximum increase or decrease limited to	30% of contract price
16	Deviations	The Employer will not accept any deviations from bidders with respect to the scope, project time lines, milestones, etc. as mentioned in the RFP.

Sr. No.	Item	Description
17	Sub-Contracting	<p>Allowed for sub-systems/components as defined below: Fiber optic network build, other cabling and fixtures work, and all civil work during implementation; Civil, Electrical and Cabling works related to MSI solution; Infrastructure works at CIOC and POP facilities; If the work is sub-contracted, the sole responsibility of the work shall lie with the partner in charge. The partner in charge shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Client along with bid documents.</p>

5. Appendix

APPENDIX 1: Template for Pre-bid Queries

Bidder shall submit all pre-bid queries in excel/word in the following format:

Sr. No	RFP Volume, Section	RFP Page No.	Content in the RFP	Clarification Sought

APPENDIX 2: Letter Comprising the Technical Bid

To,

Dated: [*****

*****]

Sub: Application for Technical Bid for ***** Project

Dear Sir,

1. With reference to your RFP document dated, we, having examined the RFP document and understood its contents, hereby submit our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project and maintenance of the Project.
4. We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, any of the Joint Venture Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We declare that:
 - a. We have examined and have no reservations to the RFP document, including any Addendum issued by the Employer.
 - b. We do not have any conflict of interest in accordance with Clause 2.1.2. of the RFP document; and
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Volume 1 (ITB) Clause 2.1.3. of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.1.6. of the RFP document.
9. We believe that we/ our Joint Venture/ proposed Joint Venture satisfy (is) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are qualified to submit a Bid.
10. We declare that we/ any Member of the Joint Venture are not a Member of a/ any other Joint Venture applying for bid.
11. We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory

Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Joint Venture or against our CEO or any of our directors/ managers/ employees.
14. We further certify that we/ any Member of the Joint Venture are not barred by the Central/ State Government or any entity controlled by it, from participating in any project and that no bar subsists as on the date of Bid.
15. We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix 11 thereof.
16. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Employer of the same immediately.
17. The Statement of Legal Capacity as per format provided in Appendix 4 of the RFP document, and duly signed, is enclosed. The power of attorney for signing of bid and the power of attorney for Lead Member of Joint Venture, as per format provided at Appendix 7 and 8 respectively of the RFP, are also enclosed.
18. We certify that the {Bidder} is an existing Company incorporated under the Indian Companies Act, 1956/ 2013.
19. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
20. The documents accompanying the Technical BID, of the RFP, have been submitted in separate files.
21. We offer a BID Security of Rs.1,00,00,000 (INR One crore only) to the Employer in accordance with the RFP Document.
22. The BID Security in the form of a Demand Draft or Bank Guarantee is attached.
23. We agree and undertake to abide by all the terms and conditions of the RFP document.
24. We certify that in terms of the RFP, our Net Worth is Rs. (Rs. in words)
25. We undertake to engage personnel specialized/ sub-contractors for design and construction of those elements of the Project for which we do not have adequate experience.
26. We agree and undertake to be jointly and severally liable for all the obligations of the MSI.
27. We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
28. We shall keep this offer valid for 180(one hundred and Eighty) days from the BID Due Date specified in the RFP.

In witness thereof, we submit this bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: _____ (Signature, name and designation of the Authorized Signatory)

Place: _____ Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

APPENDIX 3: Details of the MSI/Bidder

- 1 (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Employer:
 - i. Name:
 - ii. Designation:
 - iii. Company:
 - iv. Address:
 - v. Telephone Number:
 - vi. E-Mail Address:
 - vii. Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
 - i. Name:
 - ii. Designation:
 - iii. Address:
 - iv. Phone Number:
 - v. Fax Number:

In case of a Joint Venture:

- i. The information above (1-4) should be provided for all the Members of the Joint Venture.
- ii. A copy of the Jt. Bidding Agreement, as envisaged in ITB should be attached to the Bid.
- iii. Information regarding the role of each Member should be provided as per table below:

Sr. No.	Name of Member	Role*	Share of work in the Project
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RfQ cum RfP for Appointment of Master System Integrator (MSI) for Design, Supply, Install, Test, Integrate, Commissioning, Operation & Maintenance of ICT Components in Cluster A1 of Activation Area at Dholera Special Investment Region, Gujarat

1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

iv. The following information shall also be provided for each Member of the Joint Venture:

Name of Bidder/ member of Joint Venture:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Joint Venture been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Joint Venture paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

The updated following information for the Bidder and each Member of the Joint Venture:

Name of Applicant/ member of Joint Venture:

No.	Criteria	1st last Year	2nd last year	3rd last year	4th last year	5th last year
1.	If bidder have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Joint Venture Member, as the case may be, or has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or any of its Joint Venture Member.					
2.	Updated details of stage of litigation, if so, against the Employer / Governments on all the on-going projects of the bidder or any of its Joint Venture Member.					
3.	Updated details of on-going process of blacklisting if so, under any contract with Employer / Government on the Bidder including any of its Joint Venture member.					

APPENDIX 4: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Joint Venture)

Ref. Date:

To,

*****,

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Joint Venture.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Joint Venture on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully, (Signature, name and designation of the authorized signatory) For and on behalf of.....

*Please strike out whichever is not applicable.

APPENDIX 5: Format of the EMD/Bid Security

BG No.

Date:

1. In consideration of you, -----, having its registered office at ----- (hereinafter referred to as the “Employer” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company], a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], [and acting on behalf of a Consortium comprising of [name of company], [name of company] and [name of company] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Master System Integrator for [name of assignment] (hereinafter referred to as the “Project”) pursuant to the RFQ cum RFP Document dated [date] issued in respect of the Project and other related documents including without limitation the draft contract for master system integration services (hereinafter collectively referred to as “RFQ cum RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP Document.
2. Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ cum RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ cum RFP

Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ cum RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ cum RFP Document or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

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

(Signature of the Authorized Signatory) (Official Seal)

Notes:

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

APPENDIX 6: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr. / Ms. [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorized Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for an appointment as Master System Integrator for [name of assignment], to be developed by the Employer including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid

and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Employer.

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

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

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

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

(Notarized)

Accepted

[Signature]

[Name]

[Designation]

[Address]

Notes:

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

APPENDIX 7: Format for Power of Attorney for Partner Incharge of Joint Venture / Consortium

(To be executed by all members of the Consortium)

Whereas the ----- (the "Employer") has invited proposals from empaneled Bidders for appointment of Master System Integrator for [name of assignment] being developed under DMICDC.

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

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

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

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

SIGNED, SEALED & DELIVERED

For and on behalf of

PARTNER IN-CHARGE by:

[Signature]

RfQ cum RfP for Appointment of Master System Integrator (MSI) for Design, Supply, Install, Test, Integrate, Commissioning, Operation & Maintenance of ICT Components in Cluster A1 of Activation Area at Dholera Special Investment Region, Gujarat

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED for and on behalf of

SECOND PART (PARTNER 1) by: [Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED for and on behalf of

THIRD PART (PARTNER 2) by: [Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

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

APPENDIX 8: Financial Qualification of the MSI/Bidder

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

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

S. No.	Financial Year (FY)	Annual Turnover (Rs. Crore)	Net Profit (Rs. Crore)
1.	Financial Year		
2.	Financial Year		
3.	Financial Year		
4.	Financial Year		

Note:

4. *The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above. The financial statements shall:*
 - (a) *reflect the turnover of the Bidder;*
 - (b) *be audited by a statutory auditor;*
 - (c) *be complete, including all notes to the financial statements.*
5. *In case the financial year in the Bidder's country is the calendar year, the Bidder shall submit above financial information for years 20XX to 20XX*
6. *In case Bidder is claiming International Turnover, the amount shall be converted to USD and then to INR based on the RBI rates as per current Date*

Date:

APPENDIX 9: Format of Joint Bidding Agreement and Joint Venture / Consortium Summary

(To be executed on stamp paper of appropriate value)

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

AMONGST

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

AND,

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

AND,

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

AND,

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

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

WHEREAS,

- a) -----(hereinafter referred to as the "Employer" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Proposal") by its Request for Qualification - cum - Request for Proposal dated [date] (the "RFQ cum RFP") for appointment of Master System Integrator for [name of assignment] (the "Project").
- b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Project, and
- c) It is a necessary condition under the Project that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

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

has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8 Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon intimation by the Employer that it has not been selected and upon return of the Bid Security by the Employer.

9 Miscellaneous:

a) This Joint Bidding Agreement shall be governed by laws of India;

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

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

SIGNED, SEALED & DELIVERED

For and on behalf of PARTNER IN-CHARGE by: [Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED for and on behalf of

SECOND PART (PARTNER 1) by: [Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED for and on behalf of

THIRD PART (PARTNER 2) by: [Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

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

Joint Venture/Consortium Summary

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

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2. Partner 1	
3. Partner 2	

APPENDIX 10: Technical Qualification – Qualifying Projects

[Use a separate sheet for each contract]

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

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Employer	
3.	Employer address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued:	
5.	Contract role (check one) <input checked="" type="checkbox"/> Lead Bidder <input checked="" type="checkbox"/> Partner in a Joint Venture/ Consortium Member	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Total contract: INR_____; Subcontract: INR_____; Partner share: INR_____;	
8.	Date of award: Date of Commissioning:	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed INR _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements:	
12.	Indicate the approximate percent of total contract value (in INR) of Information System undertaken by subcontract, if any, and the nature of such Information System.	
13.	Performance Ratings to be filled by the Employer on a scale of 1 to 10 (10 being best)	

(Name and Signature of Authorized Signatory)

1. *For each Eligible Assignment, the Bidder should indicate the duration of the assignment, the contract amount, the amount paid to the Bidder and the Bidder's role/involvement.*
2. *Bidders are expected to provide information in respect of each Eligible Assignment in this Appendix. Each Eligible Assignment must comply with the requirements set out in the Bid Data Sheet.*
3. *For each completed Eligible Assignment, work order and the completion certificate issued by the Employer certifying that the assignment has been completed by the Bidder should be furnished.*
4. *For each ongoing Eligible Assignment, the work order and certificate issued by the Employer certifying the percentage of completion of the assignment by the Bidder should be furnished. The Employer reserves the right to ask for documentary proofs for the claims made with regard to technical eligibility and work experience at any stage of bid process or for the selected Bidder, any time thereafter.*
5. *The Employer reserves all rights to verify the authenticity of experience related certificates or any other certificates submitted by the Bidder, at any stage of bid process or even thereafter. In case of finding any fraudulent practice during verification, the Employer shall reject the bid or terminate the contract.*
6. *In case Bidder is claiming International Experience, the amount shall be converted to USD and then to INR based on the RBI rates as per 31st January 2020.*
7. *Please limit the description of the project to four (04) single sided pages (two double sided pages) A4 size sheet of paper. Descriptions exceeding four A4 size sheet of paper shall not be considered for evaluation.*
8. *The Bidder must also provide proof of payment for the deliverables for each of the above project*

APPENDIX 11: Guidelines of the Department of Disinvestment

No. 6/4/2001-DD-II

Government of India
Department of Disinvestment

Block 14, CGO Complex

New Delhi
Dated 13th July, 2001

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

-
- 10 These guidelines may be modified or substituted by the Government from time to time.
 - d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
 - e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
 - f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
 - g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their

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EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX 12: Technical Bid Checklist

Sr. No.	Checklist Item	Compliance (Yes/ No)	Page Number, Section No. in BID
1	Technical Proposal Submission Form as per Appendix 13		
2	Current Contract as Commitments as per Appendix 14		
3	Manufacturer's Authorization form as per Appendix 15		
4	List of Proposed Subcontractors (if Applicable) as per Appendix 16		
5	Detailed Proposed Solution (Please refer the Structure as per Appendix 17)		
6	Software List as per Appendix 18		
7	List of Custom Materials as per Appendix 19		
8	Proposed CVs as per Appendix 20		
9	Undertaking Regarding Availability of Key Personnel as per Appendix 21		
10	Team Composition and Tasks Assigned as per Appendix 22		
11	Work Schedule as per Appendix 23		
12	Compliance to Requirement (Technical / Functional Specifications)		

APPENDIX 13: Technical Proposal Submission Form

[Location, Date]

To
Managing Director,
Dholera Industrial City Development Limited (DICDL)
Dholera Special Investment Region (DSIR),
Gujarat

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

Dear Sir,

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

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

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

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

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

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

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We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Lead Bidder/MSI)

APPENDIX 14: Current Contract Commitments / Work In Progress

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

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

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

APPENDIX 15: Manufacturer’s Authorization Format

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

To: _____

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize _____ located at _____ (hereinafter, the “Bidder”) to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of: _____

Dated on _____ day of _____, _____.

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

APPENDIX 16: List of Proposed Sub-Contractor (If applicable)

System/Sub-system/Item/Activity	Proposed Sub-Contractor (Full Name & Address)	Registration No, Place of Registration, year, turnover for last financial year

Attach minimum three (3) experience certificates per Subcontractor for a similar project. Any change / addition in sub-contractor later would require approval from DICDL.

APPENDIX 17: Structure of Proposed Solution

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

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

APPENDIX 18: Software List

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

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

APPENDIX 20: Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:

2. Name of Firm:

3. Name of Staff:

4. Date of Birth:

5. Nationality:

6. Education:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

10. Languages:

Languages Known	Skills	Proficiency
	Speak	
	Read	
	Write	

11. Employment Record:

- Positions held:
- From: To: Till Date
- Employer:

12. Detailed Tasks Assigned:.

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

Project

- **Name of Assignment or project:**
- **Employer:**
- **Year:**
- **Location:**
- **Main project features:**
- **Positions held:**
- **Activities performed:**

14. Certifications:

Note:

The CVs shall also contain an undertaking from the authorized signatory of the Bidder specifying the employees of the company and the proposed key experts who are not employees, in the format set out in Appendix 21. In case the proposed Key Expert is not an employee of the Bidder as on the proposal due date, the undertaking must also contain the details about his/her availability for the duration of the Contract, in the format set out in form Appendix 22.

APPENDIX 21: Undertaking Regarding Availability of Key Expert

To,

Dated:

Managing Director,
Dholera Industrial City Development Limited (DICDL)
Dholera Special Investment Region (DSIR),
Gujarat

Dear Sir,

Sub: Appointment of Master System Integrator for -----

We refer to the RFQ cum RFP dated [XXXXXXXXXXXX] issued by you for Appointment of Master System Integrator for design, supply, implementation, integration, operations and maintenance at Dholera.

We, M/s [Insert name of the Bidder] confirm that Key Expert named below are the employees of the company on the proposal due date:

1.....

2.....

3.....

Further we, M/s [Insert name of the Bidder] confirm that Key Expert named below:

1.....

2.....

3.....

4.....

have authorized us to use their technical experience and submit their name as a Key Expert for this Proposal and Project.

If selected as the successful Bidder, we undertake that Key Experts mentioned above would be available and will provide their best services for the duration of the Contract, in accordance with the terms of the RFQ cum RFP and the Contract.

Name of the Bidder

.....

Signature of the Authorized Person

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.....

Name of the Authorized Person

.....

Date:

Place:

APPENDIX 22: Team Composition and Task Assignments

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

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

C. Completion and submission of Reports

S. No.	Reports	Date

ANNEXURES (Financial Proposal - Online Only)

General

The Price Schedules are divided into separate Schedules as follows:

1. Financial Proposal Submission Form;
2. Bid Price (Financial Proposal);

The Schedules do not generally give a full description of the information technology components to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Terms of Reference and other sections of these RFQ cum RFP Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Terms of Reference, as well as overhead and profit.

If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the RFQ cum RFP Documents prior to submitting their bid.

Pricing

Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these RFQ cum RFP Documents.

The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Employer will correct any arithmetic error in accordance with the provisions of ITB.

Payments will be made to the Bidder in the currency or currencies indicated under each respective item. The price of an item should be unique regardless of installation site.

APPENDIX 24: Financial Proposal Submission Form

Sub: BID for *** ** Project

Dated:

Dear Sir,

With reference to your RFP document dated *** **, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the MSI for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

The Bid price has been quoted by me/us after taking into consideration of all the terms and conditions stated in the RFP, Draft Agreement, our own estimates of Costs and after careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project and we understand that no additional payments shall be allowed on the basis of change in site parameters at a later date.

I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFP.

I/ We hereby submit our BID and offer a BID Price Rs.
Rs..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date: (Signature, name and designation of the Place: Authorized Signatory)

Name & seal of Bidder/Lead Member: Class III DSC ID of Authorized Signatory:.....

RfQ cum RfP for Appointment of Master System Integrator (MSI) for Design, Supply, Install, Test, Integrate, Commissioning, Operation & Maintenance of ICT Components in Cluster A1 of Activation Area at Dholera Special Investment Region, Gujarat

APPENDIX 25: Bid Price (Financial Proposal)

The Bidder should provide the Financial Proposal of the proposed bill of Quantity (BoQ) on nprocure portal. (<https://www.nprocure.com>)

APPENDIX 26: No Deviation Certificate

(To be provided on the Company letterhead)

Place

Date

To,
Managing Director,
Dholera Industrial City Development Limited (DICDL)
Dholera Special Investment Region (DSIR),
Gujarat

Subject: Self Declaration of No Deviation in response to the Request for Proposal for “Appointment of Master System Integrator for Design, Supply, Install, Test, Integrate, Commissioning, Integration, Operation and Maintenance of All ICT Components” at Dholera Special Investment Region, Dholera Gujrat

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

Dear Sir,

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date: