

**REQUEST FOR PROPOSAL  
FOR  
SELECTION OF SYSTEM INTEGRATOR  
FOR IMPLEMENTATION OF INTEGRATED  
COMMAND AND CONTROL CENTRE, ITMS  
AND CITY SURVEILLANCE SYSTEM IN  
GUWAHATI  
on  
DESIGN, SUPPLY, IMPLEMENTATION AND  
O&M (5-YEARS) BASIS**

**Volume 1: Instruction to Bidders**



**Guwahati Smart City Limited,  
Guwahati, Assam**

**Tender Notice No: SPV/GSCL/DEV/55/2017/396**

## IMPORTANT DATES

S. No.	Activity	Deadline
1	Release of RFP	12-06-2020 18.00 Hrs. Onwards
2	Last date of receipt of queries on RFP	22-06-2020 up to 18.00 Hrs.
3	Posting of response to queries	29-06-2020 up to 18.00 Hrs.
4	Last date for online submission of Bids	13-07-2020 up to 15.00 Hrs.
5	Last Date of Physical submission of Bid (Tender Fee, EMD, Prequalification bid, Technical Bid) in Hard Copy	15-07-2020 up to 11 :00 Hrs.
6	Date of opening of Tender Fee, EMD and Prequalification & Technical Bid	15-07-2020 after 15.00 Hrs.
7	Date of opening of Commercial bids	To be notified later to the qualified bidders

## TABLE OF CONTENTS

<b>1. INTRODUCTION .....</b>	<b>6</b>
1.1. ABOUT THE GUWAHATI SMART CITY LIMITED, GOVERNMENT OF ASSAM .....	6
1.2. RFP FORMAT .....	6
1.3. BID DATA SHEET .....	7
1.4. DEFINITIONS/ACRONYMS .....	9
<b>2. INSTRUCTION TO BIDDERS .....</b>	<b>13</b>
2.1. GENERAL .....	13
2.2. ELIGIBLE BIDDERS.....	14
2.3. COMPLIANT BIDS/COMPLETENESS OF RESPONSE.....	14
2.4. BIDDER TO INFORM .....	15
2.5. BID PREPARATION COSTS .....	15
2.6. PRE-BID MEETING & CLARIFICATION .....	15
2.6.1. <i>Bidders Queries</i> .....	15
2.6.2. <i>Responses to Pre-Bid Queries and Issue of Corrigendum</i> .....	15
2.7. TENDER PROCESSING FEE .....	16
2.8. EARNEST MONEY DEPOSIT (EMD).....	16
2.9. BID VALIDITY PERIOD .....	17
2.10. CONTENTS OF BID .....	17
2.11. BID FORMATS.....	18
2.11.1. <i>Pre-Qualification Bid Format</i> .....	18
2.11.2. <i>Technical Bid Format</i> .....	19
2.11.3. <i>Commercial Bid Format</i> .....	21
2.12. LANGUAGE .....	21
2.13. AUTHENTICATION OF BIDS .....	22
2.14. AMENDMENT OF REQUEST FOR PROPOSAL.....	22
2.15. BID PRICE .....	22
2.16. DEVIATIONS AND EXCLUSIONS .....	22
2.17. TOTAL RESPONSIBILITY .....	22
2.18. LATE BIDS.....	23
2.19. RIGHT TO TERMINATE THE PROCESS.....	23
2.20. NON-CONFORMING BIDS .....	23
2.21. ACCEPTANCE/REJECTION OF BIDS.....	23
2.22. CONFIDENTIALITY .....	24
2.23. DISQUALIFICATION .....	24
2.24. KEY PERSONNEL.....	24
2.25. FRAUD AND CORRUPT PRACTICES .....	25
2.26. CONFLICT OF INTEREST .....	27
2.27. SUB-CONTRACTING .....	27
2.28. INCLUSION OF MSMEs IN PROJECT DELIVERY.....	27
2.29. ELIGIBLE GOODS AND SERVICES, AND OEM CRITERIA .....	27
2.30. RIGHT TO VARY QUANTITY AND CHANGE IN SCOPE.....	29
2.31. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS.....	29
2.32. SITE VISIT .....	29

<b>3.</b>	<b>SELECTION PROCESS FOR BIDDER .....</b>	<b>30</b>
3.1.	OPENING OF BIDS .....	30
3.2.	PRELIMINARY EXAMINATION OF BIDS .....	30
3.3.	CLARIFICATION ON BIDS .....	30
3.4.	EVALUATION PROCESS .....	31
3.5.	PRE-QUALIFICATION CRITERIA .....	33
3.6.	TECHNICAL EVALUATION FRAMEWORK .....	38
<b>4.</b>	<b>AWARD OF CONTRACT .....</b>	<b>48</b>
4.1.	NOTIFICATION OF AWARD.....	48
4.2.	SIGNING OF CONTRACT .....	48
4.3.	PERFORMANCE BANK GUARANTEE (PBG) .....	49
4.4.	WARRANTY & MAINTENANCE .....	50
4.5.	FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE RFP .....	51
4.6.	MOBILIZATION ADVANCE.....	51
<b>5.</b>	<b>ANNEXURE 1 – TEMPLATE FOR PRE-BID QUERIES .....</b>	<b>53</b>
<b>6.</b>	<b>ANNEXURE 2 – FORMATS FOR SUBMISSION OF THE PRE-QUALIFICATION BID .....</b>	<b>54</b>
6.1.	PRE-QUALIFICATION BID CHECKLIST FORMAT .....	54
6.2.	PRE-QUALIFICATION BID COVERING LETTER .....	61
6.3.	COMPANY PROFILE .....	63
6.4.	DECLARATION OF NON-BLACKLISTING .....	64
6.5.	DECLARATION FOR CONSORTIUM MEMBER:.....	65
6.6.	NO DEVIATION CERTIFICATE (REQUIRED FOR SOLE BIDDER / ALL MEMBERS OF CONSORTIUM).....	66
6.7.	TOTAL RESPONSIBILITY CERTIFICATE.....	67
	(REQUIRED FOR SOLE BIDDER / ALL MEMBERS OF CONSORTIUM).....	67
6.8.	SELF-CERTIFICATE FOR PROJECT EXECUTION EXPERIENCE (IN BIDDING ENTITY’S LETTER HEAD) .....	68
<b>7.</b>	<b>ANNEXURE 3 – FORMATS FOR SUBMISSION OF THE TECHNICAL BID .....</b>	<b>69</b>
7.1.	TECHNICAL BID CHECK-LIST.....	69
7.2.	TECHNICAL BID COVERING LETTER.....	71
7.3.	CREDENTIAL SUMMARY.....	73
7.4.	BIDDER’S EXPERIENCE - CLIENT CITATIONS .....	74
7.5.	OVERVIEW OF PROPOSED SOLUTION.....	75
7.5.1.	<i>Structure of Proposed Solution</i> .....	75
7.5.2.	<i>Project Plan</i> .....	76
7.5.3.	<i>Manpower Plan</i> .....	77
7.6.	DETAILS OF RESOURCES PROPOSED.....	79
7.7.	CURRICULUM VITAE (CV) OF TEAM MEMBERS .....	80
7.8.	COMPLIANCE TO REQUIREMENT (TECHNICAL / FUNCTIONAL SPECIFICATIONS).....	81
7.9.	PROPOSED BILL OF MATERIAL.....	81
7.10.	MANUFACTURERS’/PRODUCERS’ AUTHORIZATION FORM .....	82
7.11.	ANTI-COLLUSION CERTIFICATE .....	84
7.12.	DETAILS OF ADDITIONAL COMPONENTS MENTIONED AS “OTHERS” IN THE BoQ.....	85
7.12.1.	<i>Details for Additional Required Items</i> .....	85
<b>8.</b>	<b>ANNEXURE 4 – PERFORMANCE BANK GUARANTEE .....</b>	<b>87</b>

9.	ANNEXURE 5 – NON-DISCLOSURE AGREEMENT .....	89
10.	ANNEXURE 6 - CONSORTIUM AGREEMENT .....	92
11.	ANNEXURE 7 - FORMAT FOR POWER OF ATTORNEY TO AUTHORIZE SIGNATORY .....	95
12.	ANNEXURE 8 - FORMAT FOR POWER OF ATTORNEY FOR LEAD BIDDER OF CONSORTIUM .....	97
13.	ANNEXURE 9 - FORMAT FOR LINE OF CREDIT .....	99
14.	ANNEXURE 10: FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / SUBSIDIARY / SISTER CONCERN COMPANY (AS THE CASE MAY BE) .....	100
15.	ANNEXURE 11: FORMAT OF PARENT COMPANY / SUBSIDIARY / SISTER CONCERN COMPANY GUARANTEE.....	102

## **1. Introduction**

### **1.1. About the Guwahati Smart City Limited, Government of Assam**

The Government of India has announced creation of 100 Smart cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizens. Guwahati is one of the shortlisted cities for the smart city initiative under Ministry of Urban Development, Government of India. Guwahati Smart City Limited (GSCL) is a Govt. Company for implementing the Smart City mission at the city level. GSCL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects. Guwahati Smart City Limited intends to invite Request for Proposal for appointment of System Integrator for design and implementation of smart city solutions required for the City of Guwahati.

### **1.2. RFP Format**

The intent of this RFP is to invite bids from the Bidders for implementation of an integrated solution for the Authority.

The Request for Proposal (RFP) consists of three volumes viz.

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

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

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

Volume 2 of the RFP provides information related to Scope of work for bidder, bidders' obligations, Employer's Requirements and Specifications

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

Volume 3 contains the contractual, legal terms & conditions applicable for the proposed engagement.

#### **4. RFP Volume 4: Price Bid BOQ**

Volume 4 contains Bill of Quantities; bidder has to quote his rates in various schedules.

### 1.3. Bid Data Sheet

#	Item	Description
1.	Scope of Work	Scope of Work for System Integrator: Design, Engineering, Supply, Installation, Erection, Testing and Commissioning including Operation and Maintenance for a period of five years for City Surveillance and Integrated Command and Control Centre in Guwahati.
2.	Method of Selection	The method of selection is QCBS – Quality cum Cost based Selection. The Contract will be awarded to the bidder with highest Total Score
3.	Availability of RFP Documents	Download from <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> online tender submission on <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
4	Authority	Guwahati Smart City Limited, 04th Floor, Aditya Tower, Opp. - Down Town Hospital, G.S Road, Guwahati, Assam-781006 Email: mdsmartguwahati@gmail.com Telephone: 6913104033 (o)
5	Officer inviting Bids / Bid Opening Authority	Managing Director, Guwahati Smart City Limited
6	Estimated Tender Amount	Rs. <b>215,95,72,000/-</b> (Rupees <b>Two Hundred Fifteen Crores, Ninety-Five Lakhs, Seventy-Two Thousand</b> only)
7	Period of Implementation	One Year (365 Days)
8	Operation and Maintenance Period	Period of 5 years after successful commissioning of all the works and issuance of Commissioning certificate from the Client
9	Defects liability period	Period of 5 years after successful commissioning of all the works and issuance of Commissioning certificate from the Client
10	Date of RFP Issuance	12-06-2020 18.00 Hrs. onwards
11	Tender processing fee (Non-refundable and Not – exempted)	INR <b>30,000</b> /- (INR <b>Thirty Thousand</b> only)
12	Bid Security/Earnest Money Deposit (EMD)	INR <b>2,15,00,000/-</b> (INR. <b>Two Crore, Fifteen Lakhs</b> only) online deposit through e Procurement portal
13	Last date and time for Submission of Pre-Bid Queries	22-06-2020 Up to 18.00 Hrs.
14	Pre-Bid Conference time, date, & venue	No Prebid meeting shall be held. Bidders to submit all queries properly described with required

		references to GSCL which will be replied appropriately on e-procurement portal
15	Posting of responses to queries (on website)	<a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
16	Last Date and time for on line submission of Bid	13-07-2020 Up to 15.00 Hrs.
17	Last Date of Physical submission of Bid (Tender Fee, EMD, Prequalification bid, Technical Bid) in Hard Copy	15-07-2020 Up to 11.00 Hrs.
18	Date of opening of Tender Fee, EMD and Prequalification & Technical Bid	15-07-2020 after 15:00 hrs.
19	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
20	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
21	Name and Address for Correspondence/ city survey	Guwahati Smart City Limited 4th Floor, Aditya Tower, Opp. - Down Town Hospital G.S Road, Guwahati, Assam-781006 Email: mdsmartguwahati@gmail.com Telephone: 6913104033 (o)
22	Help Desk Assistance (e-Procurement Cell)	For any assistance for Online Fees or Bids Submission from Assam e-Procurement Cell, Bidders may contact the e-Procurement Cell at following numbers: 1800-2121-18866 (Ext. 2) and 0361- 2347144/7188 (From 10:00 AM – 5:00 PM)



#### 1.4. Definitions/Acronyms

S. No	Term/Acronyms	Description
1	AAA	Authentication, authorization, and accounting
2	AP	Access Point
3	B2C	Business to Citizen
4	Bid	Offer by the Bidder to fulfil the requirement of the Authority for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
5	BOM	Bill of Material
6	CA	Certifying Authorities
7	CCC	Command and Control Centre
8	CCTNS	Crime and Criminal Tracking Network & Systems
9	CCTV	Closed Circuit Television
10	CMOS	Complementary Metal Oxide Semiconductor
11	COC	City Operation Centre
12	Consortium	A consortium consists of multiple members (not more than Three parties - Lead Bidder + maximum 2 Consortium members) entering into a Consortium Agreement for a common objective of satisfying the Authority requirements & represented by lead member of the consortium, designated as a "Lead Bidder". Also, the responsibility for successful execution of the entire project will be that of the defined Lead bidder. The consortium members should have relevant experience of executing similar roles and responsibilities in past as stated in the MoU in Annexure 6. Parent company existence of Bidder/ Lead bidder would be considered for only 100% subsidiary/ division/ sub division/ branch business unit. For the purpose of technical evaluation, net worth and turnover of parent, associate or other related entity will not be considered.
13	COP	Common Operating Platform
14	DBA	Database Administrator
15	DC	Data Center
16	DCP	Deputy Commissioner of Police

S. No	Term/Acronyms	Description
17	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.
18	DIT	Directorate of Information Technology
19	DNS	Domain Name Server
20	DR	Disaster Recovery
21	Effective Date	The date on which the Contract Agreement for this RFP comes into effect
22	EMD	Earnest Money Deposit
23	EMS	Enterprise Management System
24	EMV	Engineering Materials Vehicles
25	ETA	Estimated Time of Arrival
26	ETD	Estimated Time of Departure
27	e-Procurement portal	Means the electronic tendering system of the Authority
28	ETM	Electronic Ticketing Machine
29	FAT	Factory Acceptance Test
30	FB Camera	Fixed Boxed Camera
31	FPS	Frames Per Second
32	FRS	Functional Requirement Specifications
33	GMC	Guwahati Municipal Corporation
34	G2C	Government to Citizens
35	GIS	Geographical Information System
36	GSM	Global Systems for Mobile Communications
37	GUI	Graphical User Interface
38	HO	Head Office
39	ICT	Information and Communication Technology
40	IDS	Intrusion Detection System / Internet Distribution System
41	IOE	Internet of Everything
42	IP	Internet Protocol
43	IPS	Intrusion Prevention System
44	ITIL	Information Technology Infrastructure Library
45	ICCC	Integrated Command & Control Centre
46	KPI	Key Performance Indicators
47	LAN	Local Area Network
48	LED	Light Emitting Diode

S. No	Term/Acronyms	Description
49	LOI/LOA	Letter of Intent/Letter of Award
50	MAN	Metropolitan Area Network
51	MoU	Memorandum of Understanding
52	MSV	Mobile Surveillance Vehicle
53	MTBF	Mean Time Between Failures
54	MTTR	Mean Time to Repair
55	MUX	Multiplexer
56	NFC	Near Field Communication
57	NIC	National Informatics Centre
58	NOC	No Objection Certificate
59	GMDA	Guwahati Metropolitan Development Authority
60	GSCL	Guwahati Smart City Limited
61	NOC	Network Operations Center A Network Operations Center (NOC) is defined as the place from which the networks are supervised, monitored and maintained. It typically has a network operations center, a room containing visualizations of the network or networks that are being monitored, workstations at which the detailed status of the network can be seen, and the necessary software to manage the networks.
62	Node	L3 aggregation points consisting of L3 switches
63	Non-Compliance	Means failure/refusal to comply the terms and conditions of the tender
64	Non-responsive	Means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given forms / pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD
65	O&M	Operations & Maintenance
66	OEM	Original Equipment Manufacturer
67	OFC	Optical Fiber Cable
68	OGC	Open Geospatial Consortium
69	OS	Operating Systems
70	OTP	One Time Password
71	PDU's	Power Distribution Units
72	PKI	Public key infrastructure
73	PoE	Power over Ethernet
74	PoP	Points of Presence
75	PPP	Private public partnership
76	PTZ	Pan Tilt Zoom
77	QAP	Quality Assurance Plan
78	QR Code	Quick Response Code

S. No	Term/Acronyms	Description
79	Required Consents	The consents, waivers, clearances and licenses to use Authority Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that DIT, GOI their nominated agencies are required to make available to Bidder pursuant to this Agreement;
80	RF	Radio Frequency
81	RFP	Request for Proposal
82	RoW	Right of Way
83	RPO	Recovery Point Objective
84	RTO	Recovery Time Objective
85	RTU	Remote terminal unit
86	SDPO	Sub-Divisional Police Officer
87	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
88	SAT	Site Acceptance Test
89	SI	System Integrator
90	SJB	Surveillance Junction Box
91	SLA	Service Level Agreement; Performance and Maintenance SLA executed as part of this Master Service Agreement;
92	SMS	Short Message Service
93	SNMP	Simple Network Management Protocol
94	SMPS	Switched Mode Power Supply
95	SOP	Standard Operating Procedure
96	SOS	Save Our Souls SOS is the international Morse code distress signal
97	SSID	Service Set Identifier
98	STP	Shielded Twisted Pair
99	STQC	Standardization, Testing and Quality Certification
100	Successful Bidder	The bidder who is qualified & successful in the bidding process and is awarded the work
101	TRAI	Telecom Regulatory Authority of India
102	TRS	Technical Requirement Specifications
103	UAT	User acceptance testing
104	UPS	Uninterruptible Power Supply
105	URL	Uniform Resource Locator
106	VA	Video Analytics
107	VLAN	Virtual Local Area Network

S. No	Term/Acronyms	Description
108	VMS	Video Management Software/System
109	WAN	Wide Area Network
110	Server Room	Sever room and data center shall mean the same.

## 2. Instruction to Bidders

### 2.1. General

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
- d. Sealed bids shall be received by the Authority on the e-Procurement portal <https://assamtenders.gov.in> before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Assam, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- e. Telex, cable or facsimile offers will be rejected.
- f. **Bidder shall submit the Line of Credit for the amount of INR 21,59,00,000 (Twenty-One Crore , Fifty-Nine Lakhs Only) as per the format given in Annexure 9.**
- g. The Bidders must be registered with the E-tendering system provider for participating in the bidding process, bidders are required to go through the procedure as specified in <https://assamtenders.gov.in> portal to upload the Bid document
- h. The bidders are required to upload their tender in <https://assamtenders.gov.in> portal only. GSCL shall not be held responsible for the delay, if any, in the non-receipt of the same.
- i. Any revisions, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be posted on <https://assamtenders.gov.in> website only. Bidders should regularly visit the website to keep themselves updated
- j. All the qualification information shall be submitted through prescribed forms and statements given in the annexure of tender document, along with all supporting

documents meeting the qualification criteria. Bidder shall upload Scan Copies of such prescribed forms and supporting document as a part of his submission.

## **2.2. Eligible Bidders**

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

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

### **a. Sole Bidder**

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

### **b. Consortium of Firms**

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

#### **The Lead Bidder will be responsible for:**

- i. The management of all Consortium Members who are part of the bid, and
- ii. The supply, delivery, installation, commissioning as well as Operation and Maintenance of all products and services submitted in their bid and as part of the contract

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

- i. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder
- ii. If any of bidders/members of one consortium becomes members of the other consortium, both the consortiums will be disqualified
- iii. Internal arrangement between the Consortium Members is left to the bidders. It is the responsibility of the lead Bidder to ensure that all the other Consortium Members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified

## **2.3. Compliant Bids/Completeness of Response**

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
  - i. Include all documentation specified in this RFP, in the bid
  - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
  - iii. Comply with all requirements as set out within this RFP

#### **2.4. Bidder to Inform**

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

#### **2.5. Bid Preparation costs**

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

#### **2.6. Pre-bid meeting & Clarification**

##### **2.6.1. Bidders Queries**

Any clarification regarding the RFP document and any other item related to this project can be submitted to Authority as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in excel sheet format, along with name and details of the organization submitting the queries.

Authority shall not be responsible for ensuring that the bidders' queries have been received by them. Consideration of any requests for clarifications post the indicated date and time but not later than the date of Pre-bid meeting shall solely be under discretion of the issuing Authority.

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

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

No Prebid meeting shall be held. Bidders to submit all queries properly described with required references to GSCL which will be replied appropriately on e-procurement portal.

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

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Clarification, shall be made by Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in

case of any such amendment, the bid submission date may be extended at the discretion of Authority.

Any corrigendum/notification issued by Authority, subsequent to issue of RFP, shall only be available /hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

## **2.7. Tender Processing Fee**

A non-refundable fee of Rs. **30,000/- (Rupees Thirty Thousand only)** shall be made towards the cost of tender processing fee through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on <https://assamtenders.gov.in> or NEFT/RTGS in case of offline payment from any Bank.

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

The tender fee shall be non-refundable.

Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and shall not be considered.

## **2.8. Earnest Money Deposit (EMD)**

The bid document must be accompanied by the Earnest Money Deposit of **Rs. 2,59,00,000/- (Rupees Two Crore, Fifty-Nine Lakhs only)** through Internet Banking from State Bank of India (SBI) or any other banks listed at SBMOPS on <https://assamtenders.gov.in> or NEFT/RTGS in case of offline payment from any Bank.

No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by Authority on finalization of the bid in all respects by the successful bidder.

For Successful bidders: The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

In case bid is submitted without the bid security then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

- a. If a bidder withdraws its bid during the period of bid validity.
- b. In case of a successful bidder, if the bidder fails to submit the performance bank guarantee and/or sign the contract in accordance with this RFP.



**Note:** For details regarding online deposit of Tender Processing Fee and EMD, bidder may refer the document “Instruction for Online EMD & Tender Processing Fee Payment” uploaded along with this RFP document.

**2.9. Bid Validity Period**

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

On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

**2.10. Contents of Bid**

The two bids system shall be followed. Technical and Commercial Offers shall be uploaded separately through the e - Procurement portal.

Envelope Set	Name of Document	Content
One	Tender Processing fee & Bid Security/Earnest Money Deposit (EMD) (Online Receipt/Proof)	a) Tender Processing Fee receipt b) Bid Security/Earnest Money Deposit (EMD) receipt
Two	Pre-Qualification Bid	a) Pre-Qualification bid as per format given in 2.11.1 along with the required supporting documents.
Three	Technical bid	a) Technical bid as per format given in 2.11.2 along with the required supporting documents.
Four	Pre-Qualification cum Technical Bid	Envelope One + Two + Three

- a. Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
- b. All the pages of the bid must be sequentially numbered. The bid documents must contain a list of contents with page numbers in the beginning of the document. Any deficiency in the documentation may result in the rejection of the Bid.
- c. The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bids.

- d. All pages of the bid shall be initialed and stamped by the person (or persons) who sign the bid.
- e. Bidder shall submit technical bid in hard copy which shall be properly bound and all pages shall sequentially numbered.
- f. Failure to submit the bid before the submission deadline specified in the Fact Sheet would cause a bid to be rejected.
- g. Authority will not accept delivery of bid by fax, e-mail.

## 2.11. Bid Formats

### 2.11.1. Pre-Qualification Bid Format

Section Nos.	Section Heading	Details	Separator Heading
1	Pre-qualification Bid checklist	As per format provided in section 6.1 of this document.	PQ 1
2	Pre-qualification Requirement	As per Pre-Qualification Criteria provided in section 3.5 of this document.	PQ 2
3	Pre-Qualification Bid Covering Letter	As per format provided in section 6.2 of this document.	PQ 3
4	Consortium Agreement	As per format provided in Annexure 6 of this document.	PQ 4
5	About Bidder	As per format provided in section 6.3 of this document.	PQ 5
6	Legal	1. Copy of Certification of Incorporation/ Registration Certificate 2. PAN card 3. GST registration As per Pre-qualification criteria – SI # 1	PQ 6
7	Annual Turnover	Details of annual turnover with documentary evidence. As per Pre-qualification criteria – SI # 2	PQ 7
8	Net worth	Details of net worth with documentary evidence. As per Pre-qualification criteria – SI # 4	PQ 8
9	Certification	Relevant ISO certification As per Pre-qualification criteria – SI # 6	PQ 9
10	Self-certificate for non-blacklisting clause	As per format provided in section 6.4. As per Pre-qualification criteria – SI # 7	PQ 10
11	Power of Attorney	Documentary evidence as per format provided in Annexure 7 and 8	PQ 11

Section Nos.	Section Heading	Details	Separator Heading
12	Project Experience	Citation details of projects as per format in Section 7.4 and 6.8 of this document as applicable. As per Pre-qualification criteria – SI # 3 & 8	PQ 12
13	No Deviation Certificate	As per format provided in section 6.6 of this document.	PQ 13
14	Total responsibility certificate	As per format provided in section 6.7 of this document.	PQ 14

**Note:**

1. Bidders are requested to merge all the submittals in the same sequence as mentioned above with separators named as PQ 1, PQ 2...., PQ 14 etc. into one pdf file and upload as one pdf file separately for PQ bid submission in the e procurement portal.
2. In case same submission is sought in two different forms, cross reference of the respective form shall be given in the form without making duplicate submission.

**2.11.2. Technical Bid Format**

Section Nos.	Section Heading	Details	Separator Heading
1	Technical Bid Checklist	As per format provided in section 7.1 of this document.	TQ 1
2	Technical Qualification Requirement	As per Technical Bid Criteria provided in section 3.6.1 of this document.	TQ 2
2.1	Sole bidder/Consortium Profile		
2.2	Sole bidder/Consortium Project Experience		
2.3	Approach, Methodology & Proposed Solutions		
2.4	Proposed resources		
3	Technical Bid Cover Letter	As per format provided in Section 7.2 of this	TQ 3

Section Nos.	Section Heading	Details	Separator Heading
		document.	
4	Credential summary	As per format provided in Section 7.3 of this document.	TQ 4
5	Project Citations and Self-certifications, as applicable	Project citation as per format provided in section 7.4 and supporting documentary evidences and Self-certifications as per format provided in section 6.8 of this document as applicable	TQ 5
6	Detailed proposed solution	Details as required in Technical Criteria 3.6.1 and also refer to section 7.5.1 of this document.	TQ 6
7	Project plan and manpower plan	<ul style="list-style-type: none"> <li>• Project plan as per format provided in Section 7.5.2 of this document</li> <li>• Manpower Plan as per format provided in section 7.5.3 - I &amp; II of this document</li> <li>• Summary of resources as per format provided in Section 7.6 of this document</li> <li>• CV of resources as per format provided in Section 7.7 of this document</li> </ul>	TQ 7
8	Proposed CVs	Details as required in Technical Criteria 3.6.1. and as per format given in Section 7.7 of this	TQ 8

Section Nos.	Section Heading	Details	Separator Heading
		document	
9	Compliance to Requirement (Technical (TRS) / Functional Specifications)(FRS)	As per format provided in Section 7.8 of this document	TQ 9
10	Proposed Bill of Material	As per format provided in section 7.9 of this document	TQ 10
11	Manufacturers'/Producers' Authorization Form	As per format provided in section 7.10 of this document	TQ 11
12	Non-disclosure agreement	As per format provided in section 9 (Annexure 5) of this document	TQ 12
13	Details of Additional Components mentioned as Others in the BOQ in Vol IV	As per format provided in section 7.12 of this document	TQ 13
14	Anti-Collusion certificate	As per format provided in section 7.11 of this document	TQ 14
15	OEM Criteria Checklist	Details as required in section 2.29 of this document	TQ 15

**Note:**

1. Bidders are requested to merge all the submittals in the same sequence as mentioned above with separators named as TQ 1, TQ 2....., TQ 15 etc. into one pdf file and upload as one pdf file separately for TQ bid submission in the e procurement portal.
2. In case same submission is sought in two different forms, cross reference of the respective form shall be given in the form without making duplicate submission.

**2.11.3. Commercial Bid Format**

The Bidder must submit the Commercial Bid as per format in Volume IV. Bidder shall submit the Commercial Bid online through E-procurement portal website only.

**2.12. Language**

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation

of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **2.13. Authentication of Bids**

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

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

### **2.14. Amendment of Request for Proposal**

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

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

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

### **2.15. Bid Price**

Commercial Bid shall be as per the format provided in Volume IV. Bidders 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.

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

### **2.16. Deviations and Exclusions**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.6. The bids with deviation(s) are liable for rejection.

### **2.17. Total Responsibility**

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in Section 6.7.

## **2.18. Late Bids**

Late submission will not be entertained and will not be permitted by the e-Procurement Portal.

The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

Authority shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.

Authority reserves the right to modify and amend any of the above-stipulated condition/criterion.

## **2.19. Right to Terminate the Process**

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

## **2.20. Non-Conforming bids**

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

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

## **2.21. Acceptance/Rejection of Bids**

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

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

If there is any discrepancy in the commercial bid, it will be dealt as per the following:

- i. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail.

- iv. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Authority, the bid is liable to be disqualified.

## **2.22. Confidentiality**

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

## **2.23. Disqualification**

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

- a. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices.
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite documents
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f. Financial bid is enclosed with the same document as technical bid.
- g. Bidder tries to influence the bid evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process
- h. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately
- i. If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified

## **2.24. Key Personnel**

Authority has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as "key personnel"). Details of these key positions are provided in Section 3.6.2

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

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



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

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

#### **2.24.2 Evaluations**

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

#### **2.24.3 Replacement**

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

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

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

- a) a resume, curriculum vitae and any other information about the candidate that is reasonably requested by Authority; and
- b) An opportunity to interview the candidate.
- c) The bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.
- d) If Authority objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.
- e) The bidder needs to ensure at least 4 weeks of overlap period in such replacements. Authority will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the bidder due to resource replacement.

#### **2.25. Fraud and Corrupt Practices**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive

practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.

- b) Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOI or the Agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Authority in relation to any matter concerning the Project;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **2.26. Conflict of Interest**

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

## **2.27. Sub-Contracting**

The bidder shall not be allowed to sub-contract work, except for the following:

- a) Fiber optic network build, other cabling and fixtures work, and all civil work during implementation.
- b) Facility Management Staff at Command Control Center & City Operation Center.

Sub-contracting shall be allowed only with prior written approval of Authority. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

## **2.28. Inclusion of MSMEs in Project Delivery**

Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. Bidders should earmark a minimum of 20% of the total contract for procuring goods and services from MSEs. Activities that can be sub-contracted to MSME/MSE partners are restricted to those defined under Sub-Contracting Clause 2.27 above.

## **2.29. Eligible Goods and Services, and OEM Criteria**

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" include services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) The Bidder shall quote only one specific make and model for each of the goods. Providing more than one option for each component shall not be allowed. However, bidder shall provide the solution based on integration requirements and scalability. All

- goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- c) The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 years as on the date of release of the RFP.
  - d) All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
  - e) OEM to give declaration that offered product will not be end of life for minimum of 24 months from the date of bidding and the support for such offered product/s will be available for minimum of 10 years from the date of bidding.
  - f) The proposed OEM should have installed base of at least 20% of the quoted product in terms of volume in a single project.
  - g) Bidder must quote products in accordance with above clause “Eligible goods and related services.
  - h) The OEM for VMS proposed by the Bidder must be operational in minimum 2 City Surveillance projects in India with at least 1000 cameras in last 3 years as on date of submission of bid. Undertaking from OEM and successful completion/ installation report from client (State/ Central Government Department or Central/ State PSUs/ Smart City) needs to be submitted along with the bid documents.
  - i) The ICCS Solution proposed by the Bidder must be operational in minimum 2 City wide projects in India with at least 1000 cameras/sensors in last 3 years. Undertaking from OEM and successful completion/ installation report from client (State / Central Government Department or Central /State PSUs/ Smart City) needs to be submitted along with the bid documents.
  - j) The OEM of each product or technology should have valid quality certifications like ISO 9001.
  - k) The bidder’s proposed OEM should not have been blacklisted by any Union Territory/ Central / State Government Department or Central/State Public Sector Units (PSUs) or Smart City in India or Globally as on bid submission date. Undertaking from OEM needs to be submitted along with the bid documents.
  - l) Each of the proposed OEMs should either have existing capability and infrastructure to provide 24x7x365 technical support in India or should provide an undertaking that they would establish the requisite infrastructure and capability to provide 24x7x365 technical support, on emerging a winner in this bidding process.
  - m) All hardware items should to be quoted with 5 years warranty from OEM and onsite support and services.
  - n) All software/subscription/licenses should be quoted with 5 years warranty, updates, upgrades (wherever applicable), support and services from OEM.
  - o) OEM of all active IT components should have online portal to raise tickets for support and services.
  - p) Product serial numbers of all IT active components should be available in the OEM's online portal for ease of call log, maintenance and support.
  - q) OEM should have end user web interface to log case with product serial number.

- r) Bidder to ensure that all hardware and software supplied under the contract shall not contain any embedded malicious codes. The bidder will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

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

### **2.30. Right to vary quantity and change in scope**

- a) At the time of award of contract and post award of work, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.  
In the event, the goods, works or services for which variation is sought after award of work then the same shall be done through Change Request Note. The CRN will be evaluated by a Third-Party Committee formed by the Employer and the decision of the Committee will be final on the scope and rate.  
Total value of all change of Scope orders shall not exceed Twenty (20) percent of Approved Contract Amount
- b) If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) Fall Clause will be applicable as per Assam Government Procurement Manual.

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

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

### **2.32. Site Visit**

- a) The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) The Authority 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 Authority adequate notice of a proposed visit of at least four (04) days. Alternatively, the Authority may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFP. Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- c) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

### **3. Selection Process for Bidder**

#### **3.1. Opening of Bids**

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

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

The venue, date and time for opening the Pre-qualification bid are mentioned in the Fact sheet.

The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage.

The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

#### **3.2. Preliminary Examination of Bids**

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

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

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

#### **3.3. Clarification on Bids**

During the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

The bidders shall have to give detailed rate analysis in justification of the prices as may be required by the employer as a part of the evaluation process, if so desired by the employer.

### **3.4. Evaluation Process**

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

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

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

The steps for evaluation are as follows:

#### **3.4.1 Stage 1: Pre-Qualification**

- a) Authority shall validate the Set 1 “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- b) If the contents of the Set 1 are as per requirements, Authority shall open the set 2 i.e., “Pre-Qualification Bid”. Each of the Pre-Qualification condition mentioned in Section 3.5 is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Details of the pre-qualified/disqualified bidders shall be uploaded in the e-tender portal and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

- c) Technical and Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security amount shall be returned for those who don't qualify the financial evaluation stage and after PBG is submitted by successful bidder.

#### **3.4.2 Stage 2: Technical Evaluation**

- a) Set 3 “Technical bid” will be evaluated only for the bidders who succeed in Stage 1.
- b) 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.
- c) 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 3.6.
- d) Detailed – “Approach & Methodology & Solutions proposed “
- e) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70% or more in the Technical

Evaluation Framework as given in Section 3.6 will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

#### **3.4.3 Stage 3: Commercial Evaluation**

- a) All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b) 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.
- c) Commercial Bids that are not as per the format as per Volume IV shall be liable for rejection.
- d) Commercial bids of technically qualified bidder shall be evaluated on a score of 100 points. The Commercial Score of the bidder shall be calculated with respect the lowest Total Price by technically qualified bidder. The methodology of Commercial Score shall be as follows :  
Commercial Score of the bidder under consideration = (Lowest Total Price from all technically qualified Commercial Bids / Total Price quoted in Commercial bid by the bidder under consideration) X 100
- e) The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- f) If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer' estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the price Bid, to demonstrate the internal consistency of those prices with the implementation methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

#### **3.4.4 Stage 4: Total Bid Evaluation**

- a) The Total Score shall be based on Quality and Cost based Evaluation (QCBS).
- b) Technical Score shall have 70 % weightage and Commercial Score shall have 30% weightage.
- c) The Total Score of the bidder =  $0.7 \times (\text{Technical Score}) + 0.3 \times (\text{Commercial Score})$
- d) The bidder achieving the highest Total Score shall be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest Total Score, the bidder with the higher Technical Score will be invited first for negotiations for awarding the contract



### 3.5. Pre-Qualification Criteria

#	Eligibility Criteria	Documentary Evidence
1	<p><b>The Sole Bidder or Lead Bidder (in case of consortium) should be:</b></p> <ul style="list-style-type: none"> <li>• An Indian firm.</li> <li>• Registered under the Companies Act 1956/ 2013</li> <li>• In operation in India for a period of at least 5 years as on date of bid submission.</li> </ul> <p><b>Consortium members:</b></p> <ul style="list-style-type: none"> <li>• Maximum three (3) companies are allowed in a consortium including Lead Bidder.</li> <li>• An Indian firm.</li> <li>• All members should be registered under the Companies Act 1956/ 2013</li> <li>• In operation in India for a period of at least 3 years as on date of bid submission.</li> </ul>	<p><b>For Sole Bidder/ Lead Bidder:</b></p> <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation / Registration under Companies Act 1956/2013</li> <li>• Memorandum and Articles of Association</li> <li>• GST Registration Certificate</li> <li>• PAN Card</li> <li>• Copy of purchase orders showing at least 5 years of operations or Certified true copy of relevant extracts of balance sheet and PL statements for last 5 years</li> </ul> <p><b>For Consortium members other than lead bidder</b></p> <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013</li> <li>• GST Registration Certificate</li> <li>• PAN Card</li> <li>• Consortium agreement clearly stating the roles and responsibilities of each member</li> <li>• Copy of purchase orders showing at least 3 years of operations or Certified true copy of relevant extracts of balance sheet and PL statements for last 3 years</li> <li>• A written undertaking from each of the consortium members, in case of a consortium, duly signed by the authorized signatory, holding a written special power of attorney for this bid on a stamp paper, authorizing the lead bidder incur liabilities and receive instructions for and on behalf of any and all consortium members, and</li> </ul>

#	Eligibility Criteria	Documentary Evidence
		the entire execution of the Contract, including but not limited to payments.
2	<p>A. The Sole Bidder shall have an average annual turnover of <b>250 Crore</b> over the last three (3) financial years.</p> <ul style="list-style-type: none"> <li>• In case of consortium: <ul style="list-style-type: none"> <li>○ Lead Bidder should have minimum 60% of the Average Annual Turnover requirement</li> <li>○ Each consortium member should have minimum 30% of the Average Annual Turnover requirement</li> <li>○ All members together should meet <b>250 Crore</b> Average Annual Turnover requirement</li> </ul> </li> </ul> <p>B. Sole Bidder/all members together (in case of consortium) shall have minimum average annual turnover of <b>INR 200 Crore</b> from the “specific business areas” mentioned below over the last three financial years with lead bidder should have minimum 60% average annual turnover requirement. .</p> <ul style="list-style-type: none"> <li>○ ICT Infrastructure</li> <li>○ IT system integration services</li> </ul>	<p>The Sole Bidder or the Lead Bidder and all other Members of Consortium should submit:</p> <ol style="list-style-type: none"> <li>1. Audited financial statements for the last three financial years</li> <li>2. Certificate from the Statutory Auditor/ CA on turnover details from the “specific business areas” over the last three (3) financial years</li> </ol>

#	Eligibility Criteria	Documentary Evidence
3	The Sole Bidder or any consortium member (in case of consortium) should have successfully executed at least one (1) project in last 3 years with minimum 1000 numbers of IP CCTV Cameras for outdoor surveillance with centralised Video Management System and at least one (1) Integrated Traffic Management System project with Traffic Control System / Automatic Number Plate Recognition (ANPR) / Red Light Violation Detection (RLVD) / Speed Violation Detection (SVD) System in any City in India.	Documentary evidence (Copy of completion/ Ongoing client certificate and Work Order/ Contract)  Details on the supporting document requirement is provided below under Note (point 1 to 7)
4	The Sole Bidder or the Lead Bidder should have positive net worth as per the audited consolidated financial statements for last 3 financial years	a) Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed  b) Certificate from the Statutory auditor/ CA clearly specifying the net worth of the firm
5	Sole Bidder/ Lead Bidder should establish project office within 30 days of issuance of LOI in Guwahati if not established earlier	Undertaking to open office in Guwahati Or Copies of any two of the followings: Property Tax / Electricity /Telephone Bill / GST Registration /Lease agreement.
6	The Sole Bidder or the Lead bidder of consortium, in case of a Consortium, should possess ISO 9001 certification	Copies of valid certificates in the name of the bidding entity
7	The sole bidder OR the Lead bidder and each of the member of the Consortium should not be blacklisted by Union Territory/ Central / State Government Department or Central/State Public Sector Units (PSUs) or Smart City in India as on the bid submission date	Undertaking by the authorized signatory of bidder and all members (In case of Consortium) as per format given in Annexure 2, section 6.4
8	The bidder (or any Consortium member) should have experience of setting up and Operation & Maintenance of Data centre built for Central / State Government Department or Central/State Public Sector Units (PSUs)/ Smart City and	Documentary evidence (Copy of completion/ Ongoing client certificate and Work Order/ Contract)  Details on the supporting document requirement is provided below under Note

#	Eligibility Criteria	Documentary Evidence
	<p>other Government establishment in India during last Seven (7) years as on Bid Submission date</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• In-house projects for their own corporation executed by the bidder shall not be considered for above purpose.</li> <li>• In case sole bidder/ lead bidder is a wholly owned subsidiary, the experience of parent company would be considered for eligibility.</li> </ul>	(point 1 to 7)
9	<p>The bidder (or any Consortium member) should have experience of setting up and Operation &amp; Maintenance of Integrated command &amp; control room/ emergency response centre /Security and Surveillance control room/ Surveillance control room built for Central / State Government Department or Central/State Public Sector Units (PSUs)/ Smart City and other Government establishment in India during last Seven (7) years as on Bid Submission date.</p>	<p>Documentary evidence (Copy of completion/ Ongoing client certificate and Work Order/ Contract)</p> <p>Details on the supporting document requirement is provided below under Note (point 1 to 7)</p>

**Note:**

1. Following documentary evidence (Citation, copy of completion / ongoing client certificate and work order/Contract/self-certificate) is required for all project experience from the Sole Bidder/ Consortium member.
  - a) Copy of Work order/ Contract clearly highlighting the scope of work, Bill of Material and Contract Value signed by the competent authority of the client.
  - b) Project completion certificate (clearly indicating Commencement date, Completion Date and Value of Work done) signed by the competent authority of the client as per format given in Section 7.4.
  - c) In case of ongoing projects with operations & maintenance scope, the completion certificate should specify successful execution and in-operation status of a part of the

order meeting the requirement. To substantiate this, a certificate from the Competent Authority of the Client/ Chartered Accountant/ Statutory Auditor has to be provided.

- d) Bidder should submit the Self-certification (the format of the self-certificate is provided in Section 6.8 of RFP volume I), clearly mentioning project details like scope, value, duration, Project Completion Status, client details etc. The self-certificate shall be signed on the company's letter head duly signed by Company Secretary or Charter Accountant.
2. In case the experience shown is that of the bidder's parent / subsidiary /sister concern company, than the following additional documents are required:
- Certificate signed by the Company Secretary/statutory Auditor/2 Board of Directors of the bidder certifying that the entity whose experience is shown is parent/subsidiary/sister concern Company.
  - Shareholding pattern of the bidding entity as per audit reports.
3. For International project if the original client certificate and other documents are in language other than English than a translated copy duly confirmed by Indian embassy/ One of the board of directors of the lead bidder/ consortium member shall be submitted along with bid document.
4. Bidder (or consortium member if any) may submit the Self-certification, clearly mentioning project details like scope, value, duration, client details etc. as required for the evaluation criteria. The self-certificate shall be signed on the company's letter head duly signed by Company Secretary or Charter Accountant.
5. For projects where fee has been received in any currency other than Indian Rupees, then the foreign currency conversion rate available on Reserve Bank of India's portal as on the date of publication of the tender document shall be used for conversion of amount in foreign currency to Indian Rupees equivalent.
6. Bidders are allowed to submit experience in terms of technical qualification of their holding (parent) company or subsidiary company or Sister Concern only.
- a) a 'holding company', in relation to one or more other companies, means a company of such companies are subsidiary companies; and
- b) a 'subsidiary company' in relation to any other company (that is to say the holding company), means a company in which the holding company— (i) controls the composition of the Board of Directors; or (ii) exercises or controls more than one-half of the total share capital at its own
- c) a 'sister concern' in relation to Bidder Company, means a company whose holding company is same as bidder's holding company and holding company (i) controls the composition of the Board of Directors; or (ii) exercises or controls more than one-half of the total share capital at its own

7. In case where the bidder is dependent upon the technical experience of the subsidiary company or the parent company or the sister concern, with a view to ensure commitment and involvement of the parent/ subsidiary/sister company for successful execution of the contract, the participating bidder should enclose (i) an Agreement (as per format enclosed at Annexure 10 of this Volume) between the bidder and its parent / subsidiary/Sister concern company for fulfilling the obligation and deployment of expert during implementation phase for the Track/Component for which the experience is being used and (ii) Guarantee (as per format enclosed at Annexure 11 of this Volume) from the parent/ subsidiary/sister concern company in favor of GSCL.

### 3.6. Technical Evaluation Framework

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

Section No.	Evaluation Criteria	Total Marks
A.	Sole bidder/Consortium Profile	10
B.	Sole bidder/Consortium Project Experience	50
C.	Approach, Methodology, Project Presentation & POC	30
D.	Proposed resources	10
<b>Overall Technical Score Total</b>		<b>100</b>

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

Only the bidders who get an Overall Technical score of 70% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

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

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

### 3.6.1 Technical Bid Criteria & Evaluation

S. No.	Criteria Category	Evaluation Criteria Details	Max Marks allotted	Supporting Documents required										
A	<b>Bidder Profile (Max. 10 marks)</b>													
A1	Annual Turn Over	<p>Average annual turnover of Sole bidder or Consortium over the last three Financial years Marks shall be allotted as given below</p> <table border="1"> <thead> <tr> <th>Cost of the Project (INR)</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>More than 500 Cr.</td> <td>6</td> </tr> <tr> <td>&gt;400 Cr. To &lt;=500 Cr.</td> <td>5</td> </tr> <tr> <td>&gt;300 Cr. To &lt;=400 Cr.</td> <td>4</td> </tr> <tr> <td>&gt;250 Cr. To &lt;=300 Cr.</td> <td>3</td> </tr> </tbody> </table>	Cost of the Project (INR)	Marks	More than 500 Cr.	6	>400 Cr. To <=500 Cr.	5	>300 Cr. To <=400 Cr.	4	>250 Cr. To <=300 Cr.	3	06	<p><b>Sole Bidder or consortium</b></p> <p>1. Certificate from the Statutory Auditor/ CA on average annual turnover details for the last three (3) financial years</p>
Cost of the Project (INR)	Marks													
More than 500 Cr.	6													
>400 Cr. To <=500 Cr.	5													
>300 Cr. To <=400 Cr.	4													
>250 Cr. To <=300 Cr.	3													
A2	Manpower	<p>Full time employee (FTE) on payroll of Sole bidder or Lead bidder (in case of consortium) working in the business unit providing “specific business areas” as mentioned in the above criteria as on date of release of RFP.</p> <p>Marks shall be allotted as given below:</p> <table border="1"> <thead> <tr> <th>Number of FTE</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;500 FTE</td> <td>4</td> </tr> <tr> <td>&gt;400 FTE to &lt;=500 FTE</td> <td>3</td> </tr> <tr> <td>&gt;300 FTE to &lt;=400 FTE</td> <td>2</td> </tr> <tr> <td>=&lt;300 FTE</td> <td>1</td> </tr> </tbody> </table>	Number of FTE	Marks	>500 FTE	4	>400 FTE to <=500 FTE	3	>300 FTE to <=400 FTE	2	=<300 FTE	1	04	<p><b>Sole Bidder or consortium</b></p> <p>Certificate from the Head of HR Department or equivalent on bidding entity’s letter head countersigned by authorized signatory for this bid holding written special power of attorney on stamp paper</p>
Number of FTE	Marks													
>500 FTE	4													
>400 FTE to <=500 FTE	3													
>300 FTE to <=400 FTE	2													
=<300 FTE	1													
B.	<b>Project Experience (Max –50 marks)</b>													

S. No.	Criteria Category	Evaluation Criteria Details	Max Marks allotted	Supporting Documents required								
B1	City Surveillance Projects	<p>The Sole Bidder or any consortium member (in case of consortium) should have been awarded and successfully designed, executed &amp; commissioned project(s) on City surveillance with video analytics system of minimum value of INR 15 Crores during last seven years (as on Bid Submission date) per project.</p> <p>Marks shall be allotted as below:</p> <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;= 3 Projects</td> <td>15</td> </tr> <tr> <td>2 Projects</td> <td>12</td> </tr> <tr> <td>1 Project</td> <td>10</td> </tr> </tbody> </table>	Number of Projects	Marks	>= 3 Projects	15	2 Projects	12	1 Project	10	15	<p><b>Sole Bidder or consortium</b></p> <p>Ref. Note 1 to 7 under section: 3.5 of RFP volume I</p>
Number of Projects	Marks											
>= 3 Projects	15											
2 Projects	12											
1 Project	10											
B2	Integrated Traffic Management System	<p>The Sole Bidder or any consortium member (in case of consortium) should have been awarded and successfully designed, executed &amp; commissioned project(s) on Integrated Traffic Management System of minimum value of INR 7 Crores per project with the following components during last seven years (as on Bid Submission date)</p> <p><b>Components:</b></p> <ul style="list-style-type: none"> <li>Controlling Traffic Signals with centralized software system/ Adaptive Traffic Control System</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>RLVD System / ANPR System</li> </ul> <p>Marks shall be allotted as below:</p> <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;= 3 Projects</td> <td>10</td> </tr> <tr> <td>2 Projects</td> <td>8</td> </tr> <tr> <td>1 Project</td> <td>6</td> </tr> </tbody> </table>	Number of Projects	Marks	>= 3 Projects	10	2 Projects	8	1 Project	6	10	<p><b>Sole Bidder or consortium</b></p> <p>Ref. Note 1 to 7 under section: 3.5 of RFP volume I</p>
Number of Projects	Marks											
>= 3 Projects	10											
2 Projects	8											
1 Project	6											



S. No.	Criteria Category	Evaluation Criteria Details	Max Marks allotted	Supporting Documents required								
B3	Certifications	<p>The Sole Bidder or any consortium member (in case of consortium) having followings Valid certifications</p> <ul style="list-style-type: none"> <li>• ISO 20000(latest) for IT Service Management</li> <li>• ISO 27001(latest) for Information Security Management System</li> <li>• CMM level 3 or above certification</li> </ul> <table border="1"> <thead> <tr> <th>Profile</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Three of the above</td> <td>5</td> </tr> <tr> <td>Any two of the above</td> <td>4</td> </tr> <tr> <td>Any one of the above</td> <td>3</td> </tr> </tbody> </table>	Profile	Marks	Three of the above	5	Any two of the above	4	Any one of the above	3	05	<p>The Sole Bidder or consortium</p> <p>Copies of valid certificates in the name of the bidding entity</p> <p>Note: In case of Consortium, all the criteria should be met by a single member of the consortium</p>
Profile	Marks											
Three of the above	5											
Any two of the above	4											
Any one of the above	3											
B4.1	Design, Build and Maintenance of Integrated Command and Control Centre (Bidder Criteria)	<p>The Sole Bidder or any consortium member (in case of consortium) have been awarded and successfully designed, executed &amp; commissioned and Operation &amp; Maintenance of Integrated command &amp; control room/ emergency response centre /Security and Surveillance control room/ Surveillance control room built for any State/ Central Government Department or Central/ State PSUs/ Smart City in India of minimum value of INR 5 Crores per projects during last Seven (7) years (as on Bid Submission date)</p> <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;= 3 Projects</td> <td>5</td> </tr> <tr> <td>2 to 3 Projects</td> <td>4</td> </tr> <tr> <td>1 Project</td> <td>3</td> </tr> </tbody> </table>	Number of Projects	Marks	>= 3 Projects	5	2 to 3 Projects	4	1 Project	3	05	<p><b>Sole Bidder or consortium</b></p> <p>Ref. Note 1 to 7 under section: 3.5 of RFP volume I</p>
Number of Projects	Marks											
>= 3 Projects	5											
2 to 3 Projects	4											
1 Project	3											

S. No.	Criteria Category	Evaluation Criteria Details	Max Marks allotted	Supporting Documents required								
B4.2	Integrated Command and Control Centre Solution (OEM Criteria)	No. of projects for any State/ Central Government Department or Central/ State PSUs/ Smart City in India where the ICCS Solutions proposed by the Bidder is fully operational and integrated with multiple applications like Surveillance, ITMS etc. in last 3 years as on date of submission of bid.  Marking will be done on Pro-rata basis.	05	Copy of Completion Certificates from Client mentioning name of CCC Software.								
B5	VMS (OEM Criteria)	No. of Surveillance projects for any State/ Central Government Department or Central/ State PSUs/ Smart City in India where the VMS proposed by the Bidder is fully operational and integrated with Central Control Centre/ Room and consisting of at least 1000 IP CCTV Cameras in last 3 years as on date of submission of bid.  Marking will be done on Pro-rata basis.	05	Copy of Completion Certificates from Client mentioning name of VMS Software.								
B6	Design, Build and Maintenance of Data Centre	The Sole Bidder or any consortium member (in case of consortium) have been awarded and successfully designed, executed & commissioned and Operation & Maintenance of Data Centre Project for any State/ Central Government Department or Central/ State PSUs/ Smart City in India of minimum value of INR 10 Crores per projects during last Seven (7) years (as on Bid Submission date)  <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;= 3 Projects</td> <td>5</td> </tr> <tr> <td>2 to 3 Projects</td> <td>4</td> </tr> <tr> <td>1 Project</td> <td>3</td> </tr> </tbody> </table>	Number of Projects	Marks	>= 3 Projects	5	2 to 3 Projects	4	1 Project	3	05	<b>Sole Bidder or consortium</b>  Ref. Note 1 to 7 under section: 3.5 of RFP volume I
Number of Projects	Marks											
>= 3 Projects	5											
2 to 3 Projects	4											
1 Project	3											
C	<b>Approach, Methodology, Project Presentation &amp; POC (Max. 30 marks)</b>											

S. No.	Criteria Category	Evaluation Criteria Details		Max Marks allotted	Supporting Documents required
<b>C1</b>	Approach & Methodology	Parameter	Marks	<b>15</b>	Assessment to be based on details submitted by the bidder meeting all requirements as mentioned in clause 7.5 of RFP Vol I.
		Understanding of the project and conformity to volume 2 : Clarity and details provided in un-priced BOQ, make and model of the proposed component/solution and referencing of the qualifying functional/ technical specification on the product/ solution datasheet or literature	2		
		High level architecture of the solution proposed for the complete project as per the RFP	2		
		Completeness of project plan and ease of implementation (including training and change management plan)	2		
		Identification of major risks for the projects and also propose suitable mitigation plan for each of these risks	1		
		Strategy to maintain all the SLAs and handling change requests	1		
		Detailed Business Plan Highlighting Revenue Streams for relevant project components	1		
		Approach and Measures for Information security of the complete solution from various threats including hacking attempts, internal	1		

S. No.	Criteria Category	Evaluation Criteria Details	Max Marks allotted	Supporting Documents required								
		<table border="1"> <tr> <td>threats, etc.</td> <td></td> </tr> <tr> <td>Compliance to OEM Selection Criteria</td> <td>1</td> </tr> <tr> <td>Approach towards the scalability, interoperability and modularity features considering the future expansion of the projects (The response shall be given considering growth of Smart Cities as well as new applications or systems that may be envisaged/developed in future)</td> <td>2</td> </tr> <tr> <td>Operations and maintenance plan including comprehensiveness of fall back strategy</td> <td>2</td> </tr> </table>	threats, etc.		Compliance to OEM Selection Criteria	1	Approach towards the scalability, interoperability and modularity features considering the future expansion of the projects (The response shall be given considering growth of Smart Cities as well as new applications or systems that may be envisaged/developed in future)	2	Operations and maintenance plan including comprehensiveness of fall back strategy	2		
threats, etc.												
Compliance to OEM Selection Criteria	1											
Approach towards the scalability, interoperability and modularity features considering the future expansion of the projects (The response shall be given considering growth of Smart Cities as well as new applications or systems that may be envisaged/developed in future)	2											
Operations and maintenance plan including comprehensiveness of fall back strategy	2											
<b>C2</b>	Proof of Concept (POC)	<p>1. Need to demonstrate the ICC Control Room setup with visualization (2*2 Screen – 5 Marks)</p> <p>2. Integration with Security &amp; Surveillance System (Surveillance Cameras, SVD, RLVD &amp; ANPR – 5 Marks)</p>	<b>10</b>	POC to be performed as per use case to be provided by GSCL/ GSCL nominated agency								
<b>C3</b>	Presentation	The Bidder will need to exhibit functional and non-functional requirements through presentation	<b>5</b>									
<b>D</b>	<b>Proposed resources (Max. 10 marks)</b>											
<b>D</b>	Proposed resources (Max. 15 marks)	<p>For minimum qualification and experience refer clause 3.6.2 – Key Personal Criteria</p> <ul style="list-style-type: none"> <li>Project Manager – 2 marks</li> <li>Integrated Command and Control</li> </ul>	<b>10</b>	CV of resources should be submitted as per format provided in Section 7.7 and details of								

S. No.	Criteria Category	Evaluation Criteria Details	Max Marks allotted	Supporting Documents required
		Centre (ICCC) Expert – 2 marks <ul style="list-style-type: none"> <li>• Solution Architect – 2 marks</li> <li>• Network &amp; Security Infrastructure Expert– 1 mark</li> <li>• Security &amp; Surveillance Expert– 1 mark</li> <li>• Integrated Traffic Management Expert – 1 mark</li> <li>• Server &amp; Storage Expert – 1 mark</li> </ul>		resources should be submitted as per format provided in Section 7.6

### 3.6.2 Technical Demonstration of Proof of Concept During Evaluation Period

Objective of Technical Demonstration of POC for project is to evaluate the technology & system performance for getting desired project outcome;

During the Demonstration/Proof-of-Concept (POC) at technical evaluation stage, the Technical Committee will give special attention to verify the quality, robustness and appropriateness of the proposed Solutions/Equipment and Integrated Operations Platform.

A. System Demonstration	1. ICCC Control Room setup with visualization (2*2 Screen)  2. Integration with Security & Surveillance System (Surveillance Cameras, SVD, RLVD & ANPR)
B. Demo Material and Set up	Demo Material – GSCL scope: a) Power Source b) Space for installing server and workstation Demo Material – OEM/SI Scope:  Demo Setup (Bidder scope) at Site.
C. Performance Evaluation	Live demo and integration services
D. Suggestive Use Case Selection Criteria	Bidder needs to demonstrate as per use cases to be provided by GSCL/ GSCL Nominated Agency

### 3.6.3 Key Personnel Criteria

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

Following table indicates the minimum qualification required for Key Positions identified for this project. However, SI shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender.

Except for Project Director, all other proposed positions shall be Onsite throughout the entire project implementation phase.

S. No.	Position	Minimum Qualifications
1	Project Manager	<ul style="list-style-type: none"><li>a. Education: Full Time MCA/ M.Tech/ B.Tech/ B.E. from a reputed institute</li><li>b. Total Experience: At least 12 years in IT sector</li><li>c. Should have more than 5 years of experience of handling such large projects as a project manager</li><li>d. Should have PMP or Prince2 certification</li><li>e. Should preferably have e-Governance project experience</li></ul>
2	Integrated Command and Control Centre (ICCC) Expert	<ul style="list-style-type: none"><li>a. Education: Full time M. Tech/ B. Tech/ B.E. from a reputed institute</li><li>b. Experience: Minimum 10 years of IT experience</li><li>c. Should have experience in Control and Command Centre implementation for minimum 2 projects</li></ul>
3	Solution Architect	<ul style="list-style-type: none"><li>a. Education: Full time MCA/ M.Tech/ B.Tech/ B.E. from a reputed institute</li><li>b. Total Experience: At least 10 years in IT sector</li><li>c. Should have experience of more than 3 years as Solution Architecture in large projects of similar nature</li></ul>
4	Network & Security Infrastructure Expert	<ul style="list-style-type: none"><li>a. Education: M.Tech/ B.Tech/ B.E from a reputed institute</li><li>b. Experience: Minimum 10 years of IT experience</li><li>c. Should have experience in designing &amp; implementing network solutions for at least 3 similar projects.</li></ul>
5	Security & Surveillance Expert	<ul style="list-style-type: none"><li>a. Education: Full time MCA/ M.Tech/ B.Tech/ B.E. from a reputed institute</li><li>b. Total Experience: At least 10 years in IT sector</li><li>c. Should have experience in designing &amp; implementing</li></ul>

S. No.	Position	Minimum Qualifications
		CCTV solutions for at least 2 projects of similar size.
6	Integrated Traffic Management Expert	a. Education: Full time M.Tech/ B.E./ B.Tech or Graduation/Post Graduation in Transportation from a reputed institute b. Total Experience: At least 10 years in IT sector c. Should have experience in designing & implementing Integrated Traffic Management system for minimum 2 projects.
7	Server & Storage Expert	a. Education: Full time MCA/ M.Tech/ B.Tech/ B.E. from a reputed institute b. Total Experience: At least 10 years in IT sector c. Should have experience as server and storage expert for at least 2 projects of similar size.

**Notes:** The top three profiles (Project Manager, Integrated Command and Control Centre Expert and Solution Architect) should be on the payroll of the sole bidder or the consortium partner

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

Apart from the above –mentioned resources, the Bidder shall also propose manpower to be deployed during the Operation & Maintenance phase of the Project as provided in the format 7.5.3 (II).

Any additional or support manpower shall be estimated and should be accounted for in the Commercial proposal by the selected bidder, so that, the project as per the scope defined and agreement are fulfilled and the project objectives are met.

### 3.6.4 Manpower Deployment

SI shall deploy Manpower during implementation and O&M phases. The deployed resource shall report to GSCL Project In-charge for Smart City Project and work closely with Program Management Office of the project. Following are the minimum resources required to be deployed in the Project (Price should be quoted accordingly in commercial bid format), however SI may deploy additional resources based on the need of the Project and to meet the defined SLAs in this RFP:

SI no.	Position	Quantity	Minimum Deployment during Implementation phase	Minimum Deployment during Operation and Maintenance phase

SI no.	Position	Quantity	Minimum Deployment during Implementation phase	Minimum Deployment during Operation and Maintenance phase
1	Project Manager	1	At least 80%	100%
2	Integrated Command and Control Centre (ICCC) Expert	1	At least 80%	Onsite Support to Project team on need basis
3	Solution Architect	1	At least 80%	Onsite Support to Project team on need basis
4	Network & Security Infrastructure Expert	1	At least 60%	100%
5	Security & Surveillance Expert	1	At least 80%	100%
6	Integrated Traffic Management Expert	1	At least 80%	100%
7	Server & Storage Expert	1	At least 60%	100%

#### 4. Award of Contract

##### 4.1. Notification of Award

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

##### 4.2. Signing of Contract

After the notification of award, Authority will issue Work Order (WO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of the WO/LOI, the Bidder shall sign and return back a duplicate copy of the Work Order to Authority or the agency designated by the Authority. The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of WO/LOI.



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

#### **4.3. Performance Bank Guarantee (PBG)**

Within fifteen (15) working days from the date of issuance of LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority. The PBG shall be from a Nationalized Bank having branch at Guwahati in the format prescribed in Section 8 - Annexure 4, payable on demand, for the due performance and fulfillment of the contract by the bidder.

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

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

The performance bank guarantee shall be valid till satisfactory completion of Operation and Maintenance Period. The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

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

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

In case the project is delayed beyond the project schedule as mentioned in RFP Vol 2, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.

This Performance Bank Guarantee shall be valid up to six (6) months after successful completion of the contract for the total contract duration i.e., 'Go- Live' + 60 months of O&M.

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

#### **4.4. Warranty & Maintenance**

Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of Sixty months from the date of go-live i.e. "Go-Live" + 60 months. "Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of Authority.

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

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

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, Authority may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which Authority may have against the bidder under the contract.

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

The successful bidder hereby warrants Authority that:

- i. The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.

- ii. The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
- iii. The successful bidder shall be responsible for warranty services from licensors of products included in the systems.
- iv. The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

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

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder or call for new bids.

In such a case, Authority shall invoke the PBG and/or forfeit the EMD.

#### **4.6. Mobilization Advance**

The Employer will, if requested by the CONTRACTOR, make mobilization advance payments of 10(%) percent of the Awarded Contract Value to the CONTRACTOR to assist in defraying the initial expenses that will necessarily be incurred by the CONTRACTOR for mobilization and design. The Mobilization Advance will be given to the CONTRACTOR with Simple Interest of 10 % (Percent) per annum.

The Advance payment will be made in two equal installments of 5% (five percent) of the contract price. Advance payment will be paid only after CONTRACTOR submitting unconditional and irrevocable Bank guarantee for an amount equivalent to 110 % (one Hundred and Ten percent) of each installment.

The Employer's Representative shall issue an Interim Payment Certificate for the first installment.

The Employer will make payment of the First installment of the mobilization advance only after the CONTRACTOR has fulfilled the following conditions:

- a) Execution of the Form of Agreement by the parties hereto and submission of Performance Security by the CONTRACTOR.
- b) Mobilized the Project Manager for the Contract.
- c) Established and staffed a functional design liaison office at Guwahati city.

After the first installment of the advance payment has been utilized as per the approved Programme, and to the satisfaction of the Employer's Representative, the CONTRACTOR may then apply for the Second installment.

The Employer will make payment of the Second installment after the CONTRACTOR has successfully fulfilled the following conditions:

- a) Submitted the proposed Implementation Programme for approval by the Employer's Representative.
- b) Submitted, for approval by the Employer's Representative, mobilization/ deployment schedules for:
  - i. CONTRACTOR's key personnel required for managing, executing and supervising the Works,
  - ii. CONTRACTOR's Plant, Machinery and Equipment required for executing the Works; and
  - iii. Procurement Schedule for materials to be incorporated into the Permanent Works.
- c) Submitted a Cash Flow Forecast for approval by the Employer's Representative.
- d) Submitted a list of proposed, suppliers and manufacturers, along with their credentials, for approval by the Employer's Representative.
- e) Submitted details of funds mobilized by himself as per the Cash Flow Forecasts.
- f) Actual deployment of: (i) such Personnel, (ii) Machinery and Equipment,
- g) Established the fully furnished Site office.
- h) Placed confirmed orders for supply of major items of material which is to be incorporated into the Permanent Works as per the approved procurement schedule.
- i) Commenced construction work at the Site in accordance with the approved construction program.

**Deduction of Mobilization Advance:** Mobilization advance shall be deducted starting from Second Interim Payment certificate @ of 10 % (Percent) of the certified amount of Interim payment certificate and to be recovered fully prior to the time when 90 percent (90%) of the work is completed.

A bank Guarantee of 110 (%) percent against the Mobilization advance is to be submitted. The mobilization advances and interest on it shall be adjusted and recovered in the Interim Payment Certificates raised by the Contractor for the work completed as mentioned above. The bank Guarantee submitted against mobilization advance has to be valid till completion of the work. In case, the Contractor fails to mobilize necessary manpower, machinery, materials and any necessary procurement or purchase to start the preliminary work, the bank guarantee against mobilization advance may be forfeited and will lead to the termination of contract.

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

Bidder shall submit all pre-bid queries in excel in the following format.

<b>S. No</b>	<b>RFP Volume Section</b>	<b>RFP Page No</b>	<b>Content in the RFP</b>	<b>Clarification Sought</b>

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

### 6.1. Pre-Qualification Bid Checklist Format

Section No.	Section Heading	Details	Compliance (Yes/ No)	Page No. and Section No. in the Bid
1	Pre-qualification Requirement	As per format given in Table -1 below		
2	Pre-Qualification Bid Covering Letter	As per format provided in section 6.2 of this document		
3	Consortium Agreement	As per format provided in Annexure 6 of this document		
4	About Bidder	As per format provided in section 6.3 of this document.		
5	Legal	1. Copy of Certification of Incorporation/ Registration Certificate 2. PAN card 3. VAT registration		
6	Annual Turnover	Details of annual turnover with documentary evidence.		
7	Net worth	Details of net worth with documentary evidence.		
8	Certification	Relevant ISO certification		
9	Self-certificate for non-blacklisting clause	As per format provided in section 6.4.		
10	Power of Attorney	Documentary evidence as per format provided in Annexure 7 and 8		
11	Project Experience	Citation details of projects as per format in Section 7.4 and 6.8, as applicable.		

Section No.	Section Heading	Details	Compliance (Yes/ No)	Page No. and Section No. in the Bid
12	No Deviation Certificate	As per format provided in section 6.6		
13	Total responsibility certificate	As per format in 6.7		

**Table-1: Pre-qualification Requirement**

#	Eligibility Criteria	Documentary Evidence	Compliance (Yes or No)	Page No. and Section No. in the Bid
1	<p><b>The Sole Bidder or Lead Bidder (in case of consortium) should be:</b></p> <ul style="list-style-type: none"> <li>• An Indian firm.</li> <li>• Registered under the Companies Act 1956/2013.</li> <li>• In operation in India for a period of at least 5 years as on date of bid submission.</li> </ul> <p><b>Consortium members:</b></p> <ul style="list-style-type: none"> <li>• Maximum three (3) companies are allowed in a consortium including Lead Bidder.</li> <li>• An Indian firm.</li> <li>• All members should be registered under the Companies Act 1956/2013</li> </ul>	<p><b>For Sole Bidder/ Lead Bidder:</b></p> <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation / Registration under Companies Act 1956/2013</li> <li>• Memorandum and Articles of Association</li> <li>• GST Registration Certificate</li> <li>• PAN Card</li> </ul> <p><b>For Consortium members other than lead bidder</b></p> <ul style="list-style-type: none"> <li>• Copy of purchase orders showing at least 5 years of operations or Certified true copy of relevant extracts of balance sheet and PL statements for last 5 years</li> </ul>		

#	Eligibility Criteria	Documentary Evidence	Compliance (Yes or No)	Page No. and Section No. in the Bid
	<ul style="list-style-type: none"> <li>In operation in India for a period of at least 3 years as on date of bid submission.</li> </ul>	<ul style="list-style-type: none"> <li>Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 t</li> <li>GST Registration Certificate</li> <li>PAN Card</li> <li>Consortium agreement clearly stating the roles and responsibilities of each member</li> <li>Copy of purchase orders showing at least 3 years of operations or Certified true copy of relevant extracts of balance sheet and PL statements for last 5 years</li> <li>A written undertaking from each of the consortium members, in case of a consortium, duly signed by the authorized signatory, holding a written special power of attorney for this bid on a stamp paper, authorizing the lead bidder incur liabilities and receive instructions for and on behalf of any and all consortium members, and the entire execution of the Contract, including but not limited</li> </ul>		



#	Eligibility Criteria	Documentary Evidence	Compliance (Yes or No)	Page No. and Section No. in the Bid
		to payments.		
2	<p>A. The Sole Bidder shall have an average annual turnover of INR <b>250 Crore</b> over the last three (3) financial years.</p> <ul style="list-style-type: none"> <li>• In case of consortium: <ul style="list-style-type: none"> <li>○ Lead Bidder should have minimum 60% of the Average Annual Turnover requirement</li> <li>○ Each consortium member should have minimum 30% of the Average Annual Turnover requirement</li> <li>○ All members together should meet INR <b>250 Crore</b> Average Annual Turnover requirement</li> </ul> </li> </ul> <p>B. Sole Bidder/all members together (in case of consortium) shall have minimum average annual turnover of INR <b>200 Crore</b> from the “specific business areas” mentioned below over the last three financial years with lead bidder should have minimum 60% average annual turnover requirement.</p> <ul style="list-style-type: none"> <li>○ ICT Infrastructure</li> <li>○ IT system integration services</li> </ul>	<p>The Sole Bidder or the Lead Bidder and all other Members of Consortium should submit:</p> <ol style="list-style-type: none"> <li>1. Audited financial statements for the last three financial years</li> <li>2. Certificate from the Statutory Auditor on turnover details from the “specific business areas” over the last three (3) financial years</li> </ol>		

#	Eligibility Criteria	Documentary Evidence	Compliance (Yes or No)	Page No. and Section No. in the Bid
3	The Sole Bidder or any consortium member (in case of consortium) should have successfully executed at least one (1) project in last 3 years with minimum 1000 numbers of IP CCTV Cameras for outdoor surveillance with centralised Video Management System and at least one (1) Integrated Traffic Management System project with Adaptive Traffic Control System (ATCS) and Automatic Number Plate Recognition (ANPR) / Red Light Violation Detection (RLVD) / Speed Violation Detection (SVD) System in any City.	Documentary evidence (Copy of completion/ Ongoing client certificate and Work Order/ Contract)  <b>Note:</b> Details on the supporting document requirement is provided at section- 3.5 of RFP Vol-I		
4	The Sole Bidder or the Lead Bidder should have positive net worth as per the audited consolidated financial statements for last 3 financial years	a) Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed  b) Certificate from the Statutory auditor/ CA clearly specifying the net worth of the firm		
5	Sole Bidder/ Lead Bidder should establish project office within 30 days of issuance of LOI in Guwahati if not established earlier	Undertaking to open office in Guwahati  Or  Copies of any two of the followings:  Property Tax / Electricity /Telephone Bill / GST		

#	Eligibility Criteria	Documentary Evidence	Compliance (Yes or No)	Page No. and Section No. in the Bid
		Registration /Lease agreement.		
6	The Sole Bidder or the Lead bidder of consortium, in case of a Consortium, should possess ISO 9001 certification	Copies of valid certificates in the name of the bidding entity		
7	The sole bidder OR the Lead bidder and each of the member of the Consortium should not be blacklisted by Union Territory/ Central / State Government Department or Central/State Public Sector Units (PSUs) or Smart City in India as on the bid submission date	Undertaking by the authorized signatory of bidder and all members (In case of Consortium) as per format given in Annexure 2, section 6.4		
8	<p>The bidder (or any Consortium member) should have experience of setting up and Operation &amp; Maintenance of Data centre built for Central/ State Government Department or Central/State Public Sector Units (PSUs)/ Smart City and other Government establishment in India during last Seven (7) years as on Bid Submission date</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>In-house projects for their own corporation executed by the bidder shall not be considered for above purpose.</li> <li>In case sole bidder/ lead</li> </ul>	<p>Documentary evidence (Copy of completion/ Ongoing client certificate and Work Order/ Contract)</p> <p><b>Note:</b> Details on the supporting document requirement is provided at section- 3.5 of RFP Vol-I</p>		

#	Eligibility Criteria	Documentary Evidence	Compliance (Yes or No)	Page No. and Section No. in the Bid
	bidder is a wholly owned subsidiary, the experience of parent company would be considered for eligibility.			
9	The bidder (or any Consortium member) should have experience of setting up and Operation & Maintenance of Integrated command & control room/ emergency response centre /Security and Surveillance control room/ Surveillance control room built for Central / State Government Department or Central/State Public Sector Units (PSUs)/ Smart City and other Government establishment in India during last Seven (7) years as on Bid Submission date.	<p>Documentary evidence (Copy of completion/ Ongoing client certificate and Work Order/ Contract)</p> <p>Details on the supporting document requirement is provided below under Note (point 1 to 7)</p>		

## 6.2. Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

[            ]

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

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

Dear Sir,

With reference to your “**Request for Proposal for Selection of System Integrator for Implementation of *Guwahati* Smart City Solution for Authority**”, we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR [    ] Crores online / Bank Guarantee and Tender fee of INR [    ] online through NEFT/ RTGS in the <<Account details>>.
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
  - i. To supply the products and commence services as stipulated in the RFP document
  - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

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

In case of any clarifications please contact \_\_\_\_\_ email at

\_\_\_\_\_

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

### 6.3. Company profile

#### A. Brief company profile (required for Sole bidder / all members of Consortium)

S.No.	PARTICULARS	DESCRIPTION OR DETAILS
1	Name of Bidder	
2	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3	Main business of the Bidder	
4	Registered office address	
5	Incorporation date and number	
6	GST number	
7	PAN details	
8	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10	EMD details	
11	Role in Consortium (if applicable)	

#### B. Certificate of Incorporation (required for Sole bidder / all members of Consortium)

#### C. Financial Turnover (required for Sole bidder / all members of Consortium)

The financial turnover of the company is provided as follows:

Descriptions	2017 – 18	2018 – 19	2019 – 20
Annual Turnover			

- Copy of audited financial statements or declaration from the appointed statutory auditor/ CA to be provided as proof of the financial turnover.
- Self certified copy of Certificate from statutory auditor for Positive net worth as per audited consolidated financial statements for last three financial years shall be submitted.

**D. Certifications (required for Sole bidder / all member of Consortium)**

Provide copy of valid certification for ISO 9001, ISO 27001 and ISO 20000 certifications and CMMI Level 3 or above certification (as applicable) as required in Pre-Qualification criteria as on date of NIT.

**6.4. Declaration of Non-Blacklisting  
(required for Sole bidder / all members of Consortium)**

(To be provided on the Company letter head)

**Declaration for Lead Bidder:**

Place

Date

To,

[        ]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for **Selection of System Integrator for Implementation of Integrated Command and Control Centre, ITMS and City Surveillance System in Guwahati**

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

Dear Sir,

We confirm that our company or firm, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by any of the Union Territory/ Central / State Government Department or Central/State Public Sector Units (PSUs) or Smart City in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:



**6.5. Declaration for Consortium Member:**

(To be provided on the Company letter head)

{Place}

{Date}

To,

[                    ]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for **Selection of System Integrator for Implementation of Integrated Command and Control Centre, ITMS and City Surveillance System in Guwahati**

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

Dear Sir,

We confirm that our company or firm, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by any of the Union Territory/ Central / State Government Department or Central/State Public Sector Units (PSUs) or Smart City in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Consortium Member)

Printed Name

Designation

**Seal** Date:

Place: Business Address:

**6.6. No Deviation Certificate (Required for Sole Bidder / all members of Consortium)**

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:

## **6.7. Total Responsibility Certificate**

### **(Required for Sole Bidder / all members of Consortium)**

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

**6.8. Self-certificate for Project execution experience (In Bidding Entity's Letter Head)**

(Required for Sole Bidder / all members of Consortium)

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

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

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal:

Date:

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

### 7.1. Technical Bid Check-List

S. No.	Checklist Item	Supporting Documents	Submitted (Yes/No)	Page No. and Section No. in the Bid
1	Technical Qualification Requirement	As per Technical Criteria 3.6.1		
1.1	Sole bidder/Consortium Profile			
1.2	Sole bidder/Consortium Project Experience			
1.3	Approach, Methodology, Project Presentation & POC			
1.4	Proposed resources			
2	Technical Bid Cover Letter	As per format provided in Section 7.2		
3	Credential summary	As per format provided in Section 7.3		
4	Project Citations and Self-certifications, as applicable	Project citation as per format provided in section 7.4 and supporting documentary evidences and Self-certifications as per format in section 6.8 as applicable		
5	Detailed proposed solution	Details as required in Technical Criteria 3.6.1. Please refer to section 7.5.1.		
6	Project plan and manpower plan	<ul style="list-style-type: none"> <li>Project plan as per format provided in Section 7.5.2</li> <li>Manpower Plan as per format provided in section 7.5.3 - I &amp; II</li> </ul>		

		<ul style="list-style-type: none"> <li>• Summary of resources as per format provided in Section 7.6.1</li> <li>• CV of resources as per format provided in Section 7.7</li> </ul>		
7	Proposed CVs	Details as required in Technical Criteria 3.6.1.		
8	Compliance to Requirement (Technical / Functional Specifications)	As per format in section 7.8		
9	Proposed Bill of Material	As per format provided in section 7.9		
10	Manufacturers'/Producers' Authorization Form Anti-Collusion certificate	As per format provided in section 7.10		
11	Non-disclosure agreement	As per format provided in section 9 (Annexure 5)		
12	Details of Additional Components mentioned as Others in the BOQ in Vol IV	As per format provided in Section 7.12		
13	Anti-Collusion certificate	As per format provided in section 7.11 of this document		
14	OEM Criteria Checklist	Details as required in section 2.29 of this document		

## 7.2. Technical Bid Covering Letter

Date: dd/mm/yyyy

To,

[                    ]

Subject: Request for Proposal for Selection of System Integrator for Implementation of Integrated Command and Control Centre, ITMS and City Surveillance System in Guwahati

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

Dear Sir,

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

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

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

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

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 4 of Section 8 of the RFP Volume I.

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

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

Thanking you,

Yours sincerely,

(Signature of the Lead Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:



### 7.3. Credential Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

- Client type – Indicate whether the client is Government or PSU or Private
- Project Components – Indicate the major project components like setting up of IT systems/ IT systems integration/ IT services/ ICT/ System Integration services/ communication infrastructure/ city surveillance/ ICT based utility management/ Transport management/ command & control center implementation/ Network operating center (NOC)/DC setup and maintenance.
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

#### 7.4. Bidder's Experience - Client Citations

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

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project	
Contract Value for the bidder (in INR)	
Date of Start	
Date of Completion	
Activities undertaken by sole bidder or consortium member	
<b>N.B</b> – 1. If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion 2. Bidder needs to clearly specify the details of project components (e.g., CCTV Camera Count, details of VMS, Video Analytics, Data Centre, ICC, ITMS, Adaptive Traffic Signal Control System etc.).	

## 7.5. Overview of Proposed Solution

### 7.5.1. Structure of Proposed Solution

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

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

### 7.5.2. Project Plan

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

<b><u>Activity-wise Timelines</u></b>							
<b>S. No.</b>	<b>Item of Activity</b>	<b>Month wise Program</b>					
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>.....</b>
	Project Plan						
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2							
2.1							
2.2							
3							
3.1							
3.2							

### **Activity-wise Timelines**

<b>S. No.</b>	<b>Item of Activity</b>	<b>Month wise Program</b>

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

### 7.5.3. Manpower Plan

#### I. Till Go-Live (Implementation)

S. No	Role	Month wise time to be spent by each personnel (in days)						Total	
		Month 1	Month 2	Month 3	.....	.....	Month 12		
1	Project Manager								Onsite
2	Integrated Command and Control Centre (ICCC) Expert								Onsite
3	Solution Architect								Onsite
4	Network & Security Infrastructure Expert								Onsite
5	Security & Surveillance Expert								Onsite
6	Integrated Traffic Management Expert								Onsite
7	Server & Storage Expert								Onsite
8	<Add more rows as required>								Onsite
	Total								

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

S. No.	Manpower	Years					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
1							Onsite/Offsite
2							Onsite/Offsite
3							Onsite/Offsite
4							Onsite/Offsite
5							Onsite/Offsite
6							Onsite/Offsite
7							Onsite/Offsite
8							Onsite/Offsite
9	<Add more rows as required>						Onsite/Offsite
	<b>Total</b>						

## 7.6. Details of Resources proposed

Summary of Resources proposed

Sl. No.	Name of the Resource	Proposed Role	Highest degree	Basic Qualification (E.g. B.Sc. or B.E. or MCA or Diploma)	Certifications (ex. PMI or ITIL or TOGAF or CCNP etc.)	Total Experience (in years)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

### 7.7. Curriculum Vitae (CV) of Team Members

1	Name:				
1	Proposed position or role	(only one candidate shall be nominated for each position)			
2	Date of Birth		Nationality		
3	Education	Qualification	Name of School or College or University	Degree Obtained	Year of Passing
4	Years of experience				
5	Areas of Expertise and no. of years of experience in this area	(as required for the Profile)			
6	Certifications and Trainings attended				
7	Employment Record	Employer	Position	From	To
		[Starting with present for each employment: dates of employment, name of employing organization, positions held.]			
8	Detailed(List all tasks to be performed under this project)  Tasks Assigned				
9	Relevant Work Undertaken that Best Illustrates the experience as required for the Role)				
<b>Project 1</b>					
Name of assignment					
Year					
Location					



Employer	
Main project features	
Position held	
Activities performed	
<b>Project 2</b>	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	

**7.8. Compliance to Requirement (Technical / Functional Specifications)**

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

**Note:** A no for full compliance for any items in above table is considered as non-responsive; bids will not be further evaluated and will be rejected.

**7.9. Proposed Bill of Material**

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

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

**Please refer to Vol No. 04.0 of this RFP Documents**

## 7.10. Manufacturers'/Producers' Authorization Form

(This form has to be provided by the OEMs of the hardware and software solutions proposed. This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. This Form has to be submitted along with a list clearly mentioning the items for which the bidder is authorized to quote.)

Date:

To,

[                    ],

Subject: Manufacturer's Authorization Form

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

Dear Sir,

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

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

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

We certify that we have not been blacklisted in any manner whatsoever by any of the Union Territory/ Central / State Government Department or Central/State Public Sector Units (PSUs) or Smart City in India or Globally on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on bid submission date.

We certify that all hardware and software supplied under the contract shall not contain any embedded malicious codes that would activate procedures to:-

- i. Inhibit the desires and designed function of the equipment.

- ii. Cause physical damage to the user or equipment during the exploitation.
- iii. Tap information resident or transient in the equipment/network.

In case at any stage, it is found that the information given above is false or incorrect, GSCL shall have the absolute right to take any action as deemed fit/without any prior intimation.

Thanking you,

Yours faithfully,

(Signature)

For and on behalf of: \_\_\_\_\_ (Name of the OEM)

Authorized Signatory

Name:

Designation:

Place:

Date:

## 7.11. Anti-Collusion Certificate

(Required for Sole Bidder / all members of Consortium)

### **Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid for **Request For Proposal for Selection of System Integrator for Implementation of Integrated Command and Control Centre, ITMS and City Surveillance System in Guwahati**, Assam, against the RFP issued by Authority, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

## 7.12. Details of additional components mentioned as “Others” in the BoQ

The Bidder may provide the additional line items in format as mentioned below, for the items of the Price Bid which are as mentioned below Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. The bid can be considered non-responsive in the absence of such details. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance; it can only be upgraded at the time of actual deployment/ installation. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed.

### 7.12.1. Details for Additional Required Items

S. No of Price Bid BOQ	Description	UoM	Qty
Item 1.4.1	Any other Hardware or Software required to meet the RFP requirements		
	Line Item 1		
	Line Item 2 ...		
Item 2.2.1	Any other Hardware or Software required to meet the RFP requirements		
	Line Item 1		
	Line Item 2 ...		
Item 3.2.1	Any other Hardware or Software required to meet the RFP requirements		
	Line Item 1		
	Line Item 2 ...		
Item 4.2.1	Any other Hardware or Software required to meet the RFP requirements		
	Line Item 1		

	Line Item 2 ...		
Item 5.8.1	Any other Hardware or Software required to meet the RFP requirements		
	Line Item 1		
	Line Item 2 ...		
Item 7.4.1	Any other Hardware or Software required to meet the RFP requirements		
	Line Item 1		
	Line Item 2 ...		

**Note:**

The Bidder shall specify all additional line items proposed by him in the above specified format.

However, in the e-procurement portal, the total price for all additional items proposed shall be indicated in the last line items designated as "Others".

The successful bidder shall provide the price break-up for all such additional items proposed by him, before conclusion of contract agreement.

**8. Annexure 4 – Performance Bank Guarantee**

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email IDs.>

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed Name \_\_\_\_\_

**(Bank's common seal)**



## 9. Annexure 5 – Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business or registered office at \_\_\_\_\_, are desirous of bidding for RFP No. <<>> dated <<DD-MM-2020>> **“Request For Proposal for Selection of System Integrator for Implementation of Integrated Command and Control Centre, ITMS and City Surveillance System in Guwahati”** (hereinafter called the said 'RFP') to the “Guwahati Smart City Limited”, hereinafter referred to as ‘Authority’ and,

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

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

It is hereby agreed as under:

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

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

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

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

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.

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

**For and on behalf of:**

(BIDDER)

Authorized Signatory

Office Seal:

Name:

Place:

Designation:

Date:

## 10. Annexure 6 - Consortium Agreement

### DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

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

This Memorandum of Understanding (MoU) entered into this day of [*Date*] [*Month*] 2020 at [*Place*] among \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [*Address*], India, as Party of the First Part and \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_") and having office at [*Address*], as Party of the Second Part and \_\_\_\_\_

(hereinafter referred as "\_\_\_\_\_") and having office at [*Address*], as Party of the Third Part.

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

WHEREAS DIT, Govt. of [*State*] has issued a Request for Proposal dated [*Date*] (RFP) from the Applicants interested in **Request for Proposal for Selection of System Integrator for Implementation of Integrated Command and Control Centre, ITMS and City Surveillance System in Guwahati:**

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

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

DECLARED AS FOLLOWS:

- I. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - a. Submit a response jointly to Bid for the "Request for Proposal for Selection of System Integrator for Implementation of Integrated Command and Control Centre, ITMS and City Surveillance System in Guwahati" as a Consortium.
  - b. Sign Contract in case of award.

- c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- II. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to “Request for Proposal for Selection of System Integrator for Implementation of Integrated Command and Control Centre, ITMS and City Surveillance System in Guwahati” for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
  - III. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.
  - IV. ----- (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:
    - a. To ensure the technical, commercial and administrative co-ordination of the work package
    - b. To lead the contract negotiations of the work package with the Authority.
    - c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
    - d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
  - V. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
  - VI. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: \_\_\_\_\_

Party B: \_\_\_\_\_

Party C: \_\_\_\_\_

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

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

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

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

Witness:

i. \_\_\_\_\_

ii. \_\_\_\_\_

**11. Annexure 7 - Format for Power of Attorney to Authorize Signatory**

**POWER OF ATTORNEY**

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

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

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

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of \_\_\_\_\_, \_\_\_\_\_  
and\_\_\_\_\_. Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2020

(Signature and Name of authorized signatory)

\_\_\_\_\_

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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



**12. Annexure 8 - Format for Power of Attorney for Lead bidder of Consortium**

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

Whereas \_\_\_\_\_ has invited RFP response for \_\_\_\_\_ (Name of the Project)

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

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and 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 RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s.\_\_\_\_\_ and M/s \_\_\_\_\_ and M/s\_\_\_\_\_ hereby designate M/s. \_\_\_\_\_

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

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_

(Signature)

\_\_\_\_\_

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

Witness 1

Witness 2

*Notes:*

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

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

**13. Annexure 9 - Format for Line of Credit**

(Required for sole Bidder / all Lead member of Consortium)

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES**

**BANK CERTIFICATE**

This is to certify that M/S ----- is a reputed company with a good financial standing. If the contract for the work, namely, \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above Contract.

Signature of Senior Bank Manager \_\_\_\_\_

Name of the senior Bank Manager \_\_\_\_\_

Address of the Bank -----

Stamp of the Bank Note: Certificate should be on the letter head of the bank.

**14. Annexure 10: Format of Agreement between Bidder and their parent company / subsidiary / Sister Concern Company (As the case may be)**

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary / Sister Concern Company, as the case may be) hereinafter referred to as "Parent Company/ Subsidiary Company/ Sister Concern Company (Delete whichever not applicable)" of the other part:

WHEREAS

Guwahati Smart City Limited (hereinafter referred to as GSCL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and

M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Parent Company/ Subsidiary Company/ Sister Concern Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company/ Sister Concern Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to GSCL for the full scope of work as envisaged in the tender document as a main bidder and liaise with GSCL directly for any clarifications etc. in this context.
2. M/s. \_\_\_\_\_ (Parent Company/ Subsidiary Company/ Sister Concern Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company/Sister Concern Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to GSCL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by GSCL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company/Sister Concern Company

(Delete whichever not applicable) shall be jointly and severally responsible to GSCL for satisfactory execution of the contract.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GSCL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of _____ (Bidder)	For and on behalf of _____ (Parent/subsidiary/sister concern company)
Signature:	Signature:
Name:	Name:
Designation:	Designation:
<b>Witness 1:</b>	<b>Witness 1:</b>
Signature:	Signature:
Full name:	Full name:
Address:	Address:
<b>Witness 2:</b>	<b>Witness 2:</b>
Signature:	Signature:

**15. Annexure 11: Format of Parent company / Subsidiary / Sister Concern Company Guarantee**

(As the case may be)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

**WHEREAS**

Guwahati Smart City Limited, a statutory body under \_\_\_\_\_, having its Registered Office at \_\_\_\_\_, hereinafter called “GSCL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on .....

M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by GSCL, submitted their bid number ..... to GSCL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by GSCL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for GSCL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

- a. The Guarantor (Parent Company / 100% Subsidiary Company/ Sister Concern (Delete whichever not applicable) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by GSCL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to GSCL and duly perform the obligations of the Company to the satisfaction of GSCL.
- b. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
- c. The Guarantor shall be jointly with the Company and also severally responsible for satisfactory performance of the contract entered between the Company and GSCL.
- d. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and GSCL. This will, however, be in addition to the forfeiture of the Performance Bank Guarantee furnished by the Company.
- e. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
- f. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Guwahati, Assam.
- g. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- h. The Guarantor hereby agrees that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between GSCL and the Bidder Company shall in any way release Guarantor from any liability under this guarantee and Guarantor hereby waive notice of any such change, addition or modification.
- i. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

**For and on behalf of** \_\_\_\_\_ (name of the Parent Company/Subsidiary/Sister Concern company)

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Common seal of the guarantor company:

**Witness 1:**

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

Full Name: \_\_\_\_\_

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

**Witness 2:**

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

Full Name: \_\_\_\_\_

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

**INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY/SISTER CONCERN COMPANY  
GUARANTEE**

1. Guarantee should be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee should affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory (ies) to execute the guarantee, duly certified by the Company Secretary should be furnished along with the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed along with the Guarantee.

“Obligation contained in the deed of guarantee No. \_\_\_\_\_ furnished against tender No. \_\_\_\_\_ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”