

DMICDC

Delhi-Mumbai Industrial Corridor Development Corporation Limited

International Competitive Bidding (ICB)

**ICT Master Systems Integrator for Implementation of Smart City
Components AT DHOLERA SPECIAL INVESTMENT REGION**

**DRAFT REQUEST FOR QUALIFICATION CUM PROPOSAL
FOR THE PURPOSE OF DUE DILIGENCE AND INVITING
COMMENTS FROM POTENTIAL APPLICANTS (GLOBALLY)
UNTIL May 15, 2014**

April 2014

**Delhi - Mumbai Industrial Corridor Development Corporation
Limited
(DMICDC)**

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NOTICE INVITING REQUEST FOR PROPOSAL

DMICDC

Delhi Mumbai Industrial Corridor Development Corporation Limited

INTERNATIONAL COMPETITIVE BIDDING (ICB)

**DRAFT REQUEST FOR QUALIFICATION CUM PROPOSAL FOR
SELECTION OF ICT MASTER SYSTEMS INTEGRATOR AT DHOLERA
SPECIAL INVESTMENT REGION FOR THE PURPOSE OF DUE
DILIGENCE AND RECEIVING COMMENTS FROM POTENTIAL
APPLICANTS**

The Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor (DFC) between Delhi and Mumbai, covering an overall length of 1,483 km. Further, Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC), a special purpose company, was incorporated to establish, promote and facilitate development of DMIC Project.

Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC) invites applicants (globally) for due diligence and submission of comments to Draft Request for Qualification cum Proposal" (RFQ cum RFP) for selection of **ICT Master Systems Integrator for implementation of various Smart City Components at Dholera SIR**. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the Draft ICT MSI RFQ cum RFP document uploaded on the website: www.dmicdc.com.

Likely applicants globally are requested to carry out due diligence / submit their comments to the Draft Request for Qualification cum Proposal on or before May 15, 2014 5:00PM. The comments may be e-mailed to msidsir@dmicdc.com or addressed (with envelope titled MSI Services for DSIR) to:

Delhi Mumbai Industrial Corridor Development Corporation Ltd

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www.dmicdc.com
CIN No. U45400DL2008PLC172316

Disclaimer

1. This RFQ cum RFP document is neither an agreement nor an offer by the Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC) to the Applicants or any other person. The purpose of this RFQ cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ cum RFP.
2. DMICDC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP document and it is not possible for DMICDC to consider particular needs of each party who reads or uses this RFQ cum RFP document. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by DMICDC in relation to the Master Systems Integrator Services (MSI Services) such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtain independent advice from appropriate sources.
3. DMICDC will not have any liability to any MSI Services Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP document, any matter deemed to form part of this RFQ cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DMICDC or their employees, any Applicant or otherwise arising in any way from the selection process for the Assignment. DMICDC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFQ cum RFP.
4. DMICDC will not be responsible for any delay in receiving the proposals. The issue of this RFQ cum RFP does not imply that DMICDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the MSI Services and DMICDC reserves the right to accept/reject any or all of proposals submitted in response to this RFQ cum RFP document at any stage without assigning any reasons whatsoever. DMICDC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ cum RFP Application.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMICDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DMICDC reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP document. Such revisions to the RFQ cum RFP/ amended RFQ cum RFP will be made available on the website of DMICDC.
7. The issue of RFQ cum RFP does not imply that DMICDC is bound to select an Applicant and DMICDC reserves the right to reject all or any of the proposals without assigning any reasons what so ever.

DRAFT

Table of Contents

SECTION 1.	LETTER OF INVITATION	3
SECTION 2.	INSTRUCTIONS TO APPLICANTS	7
2.1	<i>Introduction</i>	7
2.2	<i>Clarification and amendment of RFQ cum RFP documents</i>	10
2.3	<i>Clarification and/ or interpretation of reports.....</i>	10
2.4	<i>Ownership of document and copyright.....</i>	10
2.5	<i>Bid security.....</i>	11
2.6	<i>Eligibility of applicants.....</i>	11
2.7	<i>Preparation of proposal.....</i>	14
2.8	<i>Submission, receipt and opening of proposals.....</i>	18
2.9	<i>Proposal evaluation</i>	20
2.10	<i>Negotiations</i>	27
2.11	<i>Award of contract</i>	27
2.12	<i>Confidentiality.....</i>	28
2.13	<i>Fraud and corrupt practices.....</i>	28
2.14	<i>Pre-bid meeting</i>	29
2.15	<i>Miscellaneous</i>	30
2.16	<i>Tentative schedule for selection process.....</i>	30
2.17	<i>Data sheet.....</i>	30
SECTION 3.	TECHNICAL PROPOSAL – STANDARD FORMS	35
	FORM 3A: PRE-QUALIFICATION PROPOSAL SUBMISSION FORM	36
	FORM 3B: FORMAT FOR PRE-QUALIFICATION PROPOSAL (ELIGIBLE PROJECTS)	39
	FORM 3C: FORMAT FOR PRE-QUALIFICATION PROPOSAL (AVERAGE ANNUAL TURNOVER FROM MSI (CONSULTING) BUSINESS OF THE APPLICANT)	40
	FORM 3D: FORMAT FOR JOINT BIDDING AGREEMENT (IN CASE OF JV/ CONSORTIUM).....	41
	FORM 3E: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED REPRESENTATIVE	45
	FORM 3F: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM.....	47
	FORM 3G: FORMAT OF BANK GUARANTEE FOR BID SECURITY	50
	FORM 3H: TECHNICAL PROPOSAL SUBMISSION FORM.....	53
	FORM 3I: APPLICANT’S EXPERIENCE (ELIGIBLE PROJECTS)	56
	FORM 3J: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT	57
	FORM 3K: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT	58
	FORM 3L: TEAM COMPOSITION AND TASK ASSIGNMENTS.....	59
	FORM 3M: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF (WITH ONE PAGE OF SUMMARY OF EXPERIENCE) (ELIGIBLE PROJECTS) (IN ADDITION TO CRITERIA SPECIFIED IN SECTION 2)	60
	FORM 3O: WORK SCHEDULE	64
SECTION 4.	FINANCIAL PROPOSAL – STANDARD FORMS.....	65
	FORM 4A: FINANCIAL PROPOSAL SUBMISSION FORM	66
	FORM 4B: SUMMARY OF COSTS	67
	FORM 4C: BREAKDOWN OF COSTS (MONTH WISE UNTIL END OF THE PROJECT) (SHOULD MATCH WITH STAFFING SCHEDULE OF SECTION 3)	67
	FORM 4D: BREAKDOWN OF REMUNERATION OF CORE /KEY STAFF) (SHOULD MATCH WITH STAFFING SCHEDULE OF SECTION 3)	67
	FORM 4E: BREAKDOWN OF OUT OF POCKET EXPENSES	68
SECTION 5.	TERMS OF REFERENCE	69
5.1	<i>Aim and objectives of the assignment</i>	69
5.2	<i>Broad ICT Scope</i>	69
5.3	<i>Broad Responsibilities of MSI.....</i>	73
5.4	<i>Objectives of Master Systems Integrator.....</i>	75
5.5	<i>Master System Integration Life Span.....</i>	76
5.6	<i>Detailed scope for select infrastructure services purely for illustrative purposes</i>	78

5.7	<i>Part B: Integration</i>	80
5.8	<i>Part C: Additional Responsibilities - MSI Services: for the new systems in DSIR throughout the lifecycle of construction.</i>	83
5.9	<i>Deliverables and timeframe</i>	85
SECTION 6.		86
STANDARD FORM OF CONTRACT		86
I.	FORM OF CONTRACT	88
II.	GENERAL CONDITIONS OF CONTRACT	91
6.1	<i>General provisions</i>	91
6.2	<i>Commencement, completion, modification and termination of contract</i>	94
6.3	<i>Abandonment/Suspension</i>	95
6.4	<i>Termination</i>	95
6.5	<i>Obligations of the Master Systems Integrator</i>	96
6.6	<i>Applicants' personnel</i>	98
6.7	<i>Obligations of the client</i>	99
6.8	<i>Payments to the Master Systems Integrator</i>	99
6.9	<i>Settlement of disputes</i>	100
6.10	<i>Responsibility for accuracy of project documents</i>	100
6.11	<i>Liquidated damages</i>	100
6.12	<i>Representation, warranties and disclaimer</i>	100
6.13	<i>Miscellaneous</i>	101
III.	SPECIAL CONDITIONS OF CONTRACT	104
6.14	<i>The Special Conditions of Contract</i>	104
ANNEXURE A: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY		108

Section 1. Letter of Invitation

New Delhi

Date: April, 2014

1. Introduction

The Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1,483 km. Further, Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC), a special purpose company, was incorporated to establish, promote and facilitate development of the DMIC Project.

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

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

The Development Plan for DSIR, Gujarat has since been prepared, approved and adopted by the Regional Development Authority (RDA) and is available with PMNC. The proposed development plan has been divided into three phases with a preliminary list of potential projects. Phase I, which is proposed to cover an area of 127.76km², is itself divided into two sub-phases - 1A (to be implemented over the period 2013-18) and 1B (to be implemented over the period 2018- 23). The scope of work for MSI to be selected would cover "Activation Zone (22 Sq km approx.) of DSIR Phase 1". The proposed development phasing in the Development Plan was indicative and since then, government of Gujarat and DSIRDA has adopted the methodology of town planning schemes to ensure delivery of serviced land that can benefit the local population and the private sector.

For the DSIR, DMICDC has appointed AECOM as the Programme Manager for New Cities (PMNC). The role of the PMNC is to perform activities necessary to plan, integrate, package, administer and manage the implementation of DSIR projects. Specifically, the PMNC will be responsible for conceptualization of projects and further, during the design and construction stage, overseeing the work of consultants and contractors, including reviewing, monitoring, resolution of interface issues, and reporting to the State nodal agency and the DMICDC on the programme progress. All deliverables from MSI engaged on this project shall be

submitted to the PMNC for final approval of DMICDC. As an extension of DMICDC and the state nodal agency, the PMNC will be responsible for taking inputs from stakeholders and communicating them with the MSI. In all day-to-day matters in respect of implementation of this assignment, the MSI engaged shall report to the PMNC.

The DSIR urban development area is divided into six (6) Town Planning Schemes, under which micro level planning with neighbourhood level infrastructure provisions has been carried out. Town Planning Schemes 1 and 2, which largely cover the development in Phase 1A, were sanctioned by Apex Authority (GIDB) on 3 October 2012. Town Planning Scheme 1 covers an area of approximately 51km² and Town Planning Scheme 2 covers an area of approximately 102km². Storm water drainage, water supply, sewerage, power, telecommunications and gas are the services and utilities that are planned along the road corridor.

The present intention is to implement envisaged ICT infrastructure covered under Town Planning Schemes 1 and 2 either as a single assignment or as multiple assignments. However, the applicant is free to suggest alternate means of implementation which is not only more efficient in terms of time, cost and implementation ease, but is of the state-of-the-art so that full technological life cycle can be exploited. A preliminary list of infrastructure has been prepared as a first step. For the purpose of estimating the efforts and preparing for the response, the following details would be relevant.

The total area of Town Planning Schemes 1 and 2 is broken down into three packages: the area of Town Planning Scheme 1 (TP1), the area to the west of the Central Spine Road (SH-6) in Town Planning Scheme 2 (TP2W), and the area to the east of the Central Spine Road (SH-6) in Town Planning Scheme 2 (TP2E). TP2W is spread over approximately 43sqkm of area with approximately 180kms of road starting from 12m right-of-way (ROW) up to 55m ROW. Annexure B of this document provides details on ICT master plan.

Therefore, Delhi-Mumbai Industrial Corridor Development Corporation Limited (DMICDC) (Client) invites proposals from Applicants for the following:

“ICT Master Systems Integrator for the Implementation of the ICT Infrastructure at Dholera Special Investment Region”.

The detailed scope of services is provided in the Terms of Reference (ToR).

Objectives

The objective of the ICT infrastructure is to build a smart, socially attractive modern city of Dholera that will boost the economic development of the region. ICT infrastructure is envisaged to catalyse sustainable economic development and a high quality of life, with efficient management of city wide infrastructure. The smart city concept essentially will increase all around efficiency supported by ICT and active citizen participation. Smart city Dholera will be characterised by economy, e-Governance, high quality of infrastructure, living, environment etc.

Master System Integrator who will be responsible for end to end ICT implementation for all the components listed in this RFQ cum RFP, will follow a disciplined approach for defining, implementation, integration and migration to operations of full spectrum of ICT infrastructure and services that will constitute diverse hardware and software technologies for creating a comprehensive information and communication technology infrastructure for Dholera SIR. It shall include but not limited to designing and building customized architecture of Information and Communication Technology subs systems, integrating them with hardware, specifically packaged and customised software / applications and communications equipment, city wide utilities, sensors etc.

A master plan for ICT infrastructure implementation has been developed by Cisco Systems specifically for Dholera Special Investment Region. MSI applicants are suggested to study the master plan along with other detailed project reports, carry out due diligence (before 15-05-2014) prior to commenting / bidding. Copies of documents may be looked at against specific requests to DMICDC during due proposed diligence process.

The assignment's initial phase will be to validate the vision and concepts of ICT Master Plan and other reports, suggest changes in view of intervening technological advancements (since the master plan was prepared) from Smart City requirements perspective, obtain approvals from stakeholders and PMNC on revised concept, prepare sub phase wise implementation plans, prepare RFQ cum RFPs for system integrators / out tasking jobs / procurement of ICT components, etc., own responsibility of end to end ICT implementation (including responsibility of milestone wise approval from stakeholders / PMNC) for DSIR. In the initial period MSI will work out all the required inputs for building the civil infrastructure that will house / host finalised ICT infrastructure as referred above (and referred elsewhere in this document including in section 5). MSI's detailed responsibilities (but not limited to) have been described at various places in this document. The MSI shall also be responsible for rendering (technical and commercial) assistance for tendering / procurement of other services etc. MSI shall keep in mind and follow the vision of DSIR, DMICDC, GIDB, CISCO (Master Plan), PMNC, and other stake holders to create sustainable and state of the art infrastructure that will form the backbone of future development in DSIR and be regarded as a benchmark nationally and internationally smart cities.

ICT Master Plan – Prepared by Cisco

Cisco's Services were sought for an advisory engagement which included evolving vision and strategy, regarding smart city services to be deployed in the region and a detailed ICT master plan including business case and design documents have been prepared in consultation with concerned authorities.

It is envisioned that Dholera SIR will be developed as a new industrial corridor with world-class infrastructure supporting utilities, public transportation, parks, and open space among other amenities. Located in Dholera about 110 KM from downtown Ahmedabad. The key objective for Cisco has been to put together a viable service operating model and a financial model to enable the affordable and realistic provisioning of services to all sections of the region – a "Smart Inclusive City" approach for DMIC, which in turn will aid in client achieving the objectives of significantly enhancing:

- Employment potential
- Industrial output
- Exports from the region

Summarising, the ICT Master Plan Consultant has carried out following tasks for the entire area for which the physical master plans were made available –

No	Stage Reports	Description
1	Stage 1: Program Requirements, Vision and Strategy	Preliminary report: <ul style="list-style-type: none"> Stakeholder and user ICT requirements Market sizing and trend analysis Benchmarking of similar global developments Review existing ICT infrastructure Identification of Key Service Portfolio High level strategy for network ICT vision for DMIC that supports and strengthens the business vision
2	Stage 2: Preliminary Design for Digital Master Plan	Preliminary Digital Master Plan Report: <ul style="list-style-type: none"> Outline the Architecture, technology platform and services Financial Modeling Regulatory recommendation Operating model
3	Stage 3: Final Design for Digital Master Plan	Final report: <ul style="list-style-type: none"> Services and business strategy Technology, services, delivery strategies Responsibilities of Stakeholders and Service Providers and an implementation Plan financial analysis, estimation of construction costs for support infrastructure and active and passive components Single line diagrams for ICT systems Implementation plan
4	Stage 4: Detailed Design/City Network Design	Detailed Design Report: <ul style="list-style-type: none"> Detailed network topology, network architecture, services architecture, data architecture, processing requirements, equipment specifications, data recovery strategy, definition of services API and other architectural services BOQ for MSI Selection Criteria for MSI

2. A Master System Integrator will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFQ cum RFP.

3. The RFQ cum RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Applicants

SECTION 3: Pre-Qualifications and Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard forms of Contract

All clarifications/ corrigenda will be published only on the DMICDC website. The official website for accessing the information related to this RFQ cum RFP is: www.dmicdc.com (the “Official Website”).

Note: From the “Home” page access the “Tenders” section to access all the uploaded documents related to this RFQ cum RFP.

Yours sincerely

CEO & MD

DMICDC

Section 2. Instructions to Applicants

2.1 Introduction

- 2.1.1 The Client named in the data sheet will select a firm/ organisation (the successful Applicant / MSI), in accordance with the selection criteria of specified in the data sheet. Applicants are advised that the selection of Applicant / MSI shall be on the basis of an evaluation by DMICDC through the selection process specified in this RFQ cum RFP (the "Selection Process"). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that DMICDC's decisions are without any right of appeal whatsoever.
- 2.1.2 The Applicants are invited to submit Pre-qualification, Technical and Financial Proposals, as specified in the data sheet, for the services required for the Assignment. The term "Applicant" refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract negotiations and ultimately for a signed Contract with the selected Applicant / MSI. The MSI/Consultant shall carry out the design validation required to arrive at an implementation plan and also provide technical assistance in preparing tender documents for detailed design-build contracts. In addition, the MSI/Consultant is also responsible for the review of detailed designs by the contractors in accordance with the Terms of Reference of this RFQ cum RFP (the "TOR").
- 2.1.3 The Applicant shall submit his Proposal in the form and manner specified in this RFQ cum RFP. The Pre-qualification, Technical and Financial Proposals shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFQ cum RFP (the "Contract").
- 2.1.4 The Applicant should familiarize themselves with local conditions and take them in to account in preparing their proposals.
- 2.1.5 Client will provide the relevant project data and reports related to the assignment to the extent available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFQ cum RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of its consultants.
- 2.1.6 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the selection process, presentation and contract negotiation, including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DMICDC or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Applicants.
- 2.1.7 DMICDC requires that the MSI is committed to and provides professional, objective, and impartial advice and at all times hold DMICDC's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The MSI shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of DMICDC / Client and the Project.

- 2.1.8 It is the Client's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:
- i. defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among Applicants / MSIs (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
 - ii. will reject a proposal for award if it determines that the Applicant MSI has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - iii. will declare an Applicant / MSI ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant / MSI has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- 2.1.9 All members of the consortium (if applicable) are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Proposal Due Date (the "PDD"), it would not be eligible to submit a Proposal either by itself or as part of a Consortium.
- 2.1.10 Termination of Contract: DMICDC will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of MSI / Consultant, the Client will reimburse all the expenses incurred by the MSI / Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the MSI/ Consultant or in case of termination of the contract by the MSI / Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the MSI / Consultant.
- 2.1.11 Details related to timelines and submission of deliverables at each stage is given in the TOR.
- 2.1.12 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the "PDD").
- 2.1.13 Brief Description of the Selection Process: The Client has adopted a three stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising the Pre-Qualification, Technical and Financial Proposals to be submitted in three separate sealed envelopes. The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled Request for Qualification (RFQ) along with the processing fee as prescribed in this RFQ cum RFP document. The Pre-qualification, Technical, Financial Proposals and Bid Security shall be placed in a sealed envelope titled Request for Qualification cum Proposal as prescribed in this RFQ cum RFP document. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ cum RFP. Subsequently the technical evaluation as specified in this RFQ cum RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Only the

Financial Proposals of technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFQ cum RFP. The first ranked Applicant (the "Selected Applicant") shall be issued the Letter of Award (the "LOA") while the second ranked Applicant will be kept in reserve till the Selected Applicant provides written acceptance of the LOA.

- 2.1.14 Number of Proposals: No Applicant or its Associate shall submit more than one Application / Bid / Proposal for the MSI Services. An Applicant if applying individually or as a member of a consortium shall not be entitled to submit another application / proposal / bid either individually or as a member of any consortium, as the case may be.
- 2.1.15 Visit to the Client and Verification of Information: Applicants are encouraged to submit their respective Proposals after visiting the office of the Client or its delegates as the case may be, and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
- 2.1.16 Right to reject any or all Proposals:
- i. Notwithstanding anything contained in this RFQ cum RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - ii. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or discovered, or
 - b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
 - iii. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.
- 2.1.17 Acknowledgement by Applicant
- i. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a) made a complete and careful examination of the RFQ cum RFP;
 - b) received all relevant information requested from the Client;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of the Client;
 - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in term hereof.
 - ii. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

2.1.18 RFQ cum RFP Processing Fee: The RFQ cum RFP submissions shall be accompanied by a Bank Draft of USD 2,000.00 only (USD Two Thousand Only) or INR 1,00,000.00 (Indian Rupees One Lakh only) in favour of “Delhi Mumbai Industrial Corridor Development Corporation Limited”, payable at New Delhi, India, as a non-refundable RFQ cum RFP processing fee (the “RFQ cum RFP Processing Fee”). Proposals unaccompanied with the aforesaid RFQ cum RFP Processing Fee shall be liable to be rejected by the Client.

2.2 Clarification and amendment of RFQ cum RFP documents

2.2.1 Consultants may seek clarification on this RFQ cum RFP document, within a week of the date of issue of this RFQ cum RFP document. Any request for clarification must be sent by standard electronic means/ fax to the DMICDC’s office addressed to:

2.2.2 CEO & Managing Director,
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110021, India

The Client will endeavour to respond to the queries not later than 2 (two) weeks prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Client will post the reply to all such queries on its official website.

2.2.3 At any time before the submission of Proposals, the Client (DMICDC) may, for any reason, whether at its own initiative or in response to a clarification requested by Applicant, modify the RFQ cum RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Client’s Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date (PDD).

2.2.4 Date of pre-bid meeting and venue will be as mentioned in the data sheet. Applicants willing to attend the pre-bid should inform client in advance in writing / email. The maximum number of participants from an applicant who wish to attend the pre-bid meeting may not be more than two participants per applicant. The participants wishing to attend pre-bid meeting may accompany an authority letter duly signed by authorised signatory of their organisation.

2.3 Clarification and/ or interpretation of reports

After the submission of phase wise / wave wise final reports by the MSI, to the satisfaction of client or state nodal agency and PMNC or an appointed agency, if clarifications are required or doubt arises as to the interpretation of anything included in reports, MSI Consultant on receipt of written request from the client or state nodal agency or PMNC furnish such clarifications to the satisfaction of client or state nodal agency or PMNC or appointed agency with 5 days without any extra charge.

2.4 Ownership of document and copyright

All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the client, nodal agency and PMNC in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs

shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.

2.5 Bid security

- 2.5.1 A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of 'Delhi Mumbai Industrial Corridor Development Corporation Limited', valid for 180 (one hundred and eighty) days from the PDD, payable at New Delhi, for the sum of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) or US dollars 35,000.00 (Thirty five thousand only) shall be required to be submitted by each Applicant ("Bid Security"). As of now aforementioned amount is tentative.
- 2.5.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and attached with the envelope containing the Pre-qualification, Technical and Financial Proposals marked as "RFQ cum RFP – Master Systems Integrator" and "Not to be opened except in the presence of evaluation committee". Bids received without the specified Bid Security will be summarily rejected.
- 2.5.3 The client will not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Applicants shall be returned, without any interest, within two months after signing the contract with the Selected Applicant or when the selection process is cancelled by the client. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFQ cum RFP and contract.
- 2.5.4 The client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to the client in regard to the RFQ cum RFP without prejudice to the client's any other right or remedy under the following conditions:
- i. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ cum RFP (including the Standard Form of Contract);
 - ii. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ cum RFP and as extended by the from time to time,
 - iii. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
 - iv. If the Applicant commits any breach of terms of this RFQ cum RFP or is found to have made a false representation to the client.

Performance Security equivalent to the amount indicated in this RFQ cum RFP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFQ cum RFP/ contract.

For the successful applicant the Performance Security shall be retained by the client until the completion of the assignment by the Consultant and be released 180 (one hundred and eighty) days after the completion of the assignment.

2.6 Eligibility of applicants

- 2.6.1 The Applicant for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment.
- 2.6.2 An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the

Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin.

- 2.6.3 An Applicant shall not have a conflict of interest that may affect the Selection Process or the MSI Services (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. Conflict of interest also restricts MSI selecting Systems Integrator or any other supplier, who is directly or indirectly connected with MSI or where MSI has direct or indirect interest.
- 2.6.4 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- i. the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
 - ii. a constituent of such Applicant is also a constituent of another Applicant; or
 - iii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - v. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
 - vi. there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing MSI Services to the Client for this particular assignment, the

- Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vii. a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFQ cum RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
 - viii. the Applicant, its Member or Associate (or any constituent thereof), and the applicant or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the applicant or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.
 - ix. For purposes of this RFQ cum RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- 2.6.5 An Applicant eventually appointed to provide MSI Services for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to MSI Services/ advisory services performed for the Client in continuation of this MSI Services or to any subsequent MSI Services/ advisory services performed for the Client in accordance with the rules of the Client. For the avoidance of doubt, an entity affiliated with the Applicant shall include a partner in the Applicant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Applicant, as the case may be, and any Associate thereof.
- 2.6.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.6.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against

the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.6.8 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:

- i. Number of members in a consortium shall not exceed 3 (three);
- ii. Subject to the provisions of sub-clause (1) above, the Application should contain the information required for each member of the Consortium;
- iii. Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFQ cum RFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm should have maximum responsibility pertaining to execution of Assignment;
- iv. The Application should include a brief description of the roles and responsibilities of individual members;
- v. An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for the Assignment;
- vi. No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).
- vii. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - a) clearly outline the proposed roles and responsibilities, if any, of each member;
 - b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;
 - c) clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;
 - d) except as provided under this RFQ cum RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

2.7 Preparation of proposal

2.7.1 Consultants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ cum RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.7.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RFQ cum RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.7.3 Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following:

- i. The team leader proposed must be a permanent full time employee of the firm. It is desirable that the other key staff be either permanent full time

- employees of the firm or have a dedicated full time contract to work on this project. Sub-consultants who are not employed by the firm will not be acceptable as key staff.
- ii. MSI is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key staff.
 - iii. If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from MSI / key staff must be furnished mentioning his/her availability for the project. In the absence of such certificate, his/her CV will not be evaluated.
 - iv. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
 - v. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the ToR.
 - vi. The key personnel shall remain available for the period as indicated in the RFQ cum RFP.
 - vii. No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished.
 - viii. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original countersignature of Authorised signatory shall be required in original.
 - ix. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement of the RFQ cum RFP document.
 - x. Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.
 - xi. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.
 - xii. If the Applicant being a Consortium is qualified on the strength of the experience of a member which is an overseas company/ entity, requisite key personnel proportionate to share in Joint Venture/ consortium from that overseas company/ entity shall be fielded.
 - xiii. In case an Applicant is proposing key personnel from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.
 - xiv. The personnel proposed should possess good working knowledge of English Language.
 - xv. No key personnel involved should have attained the age of 70 (seventy) years at the time of submitting the proposal.
 - xvi. The technical proposal must not include any financial information
 - xvii. In case of any conflict with essential qualification requirements, the client reserves the right to decide applicability.

2.7.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, the client will be entitled to reject the Proposal.

- 2.7.5 Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:
- i. by the proprietor in case of a proprietary firm;
 - ii. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - iii. by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - iv. by the Authorised Representative of the Lead Firm, in case of consortium; and,
 - v. Power of Attorney, for the Authorised Representative and or the Lead Firm of the Consortium, if applicable, is executed as per Applicable Laws.
- 2.7.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFQ cum RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 2.7.7 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/ consortium, in the format provided in this RFQ cum RFP, signed by all firms/entities confirming the following therein:
- i. Date and place of signing
 - ii. Purpose of JV/ consortium (must include the details of the Services hereunder for which the JV/ consortium is bidding)
 - iii. A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment
 - iv. Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the JV/ consortium for the proposed services
 - v. An undertaking that the members of the JV/ consortium are jointly and severally liable to the Client for the performance of the services and
 - vi. The authorized representative of the JV/ consortium (as approved by a Board resolution of Member-in-Charge).
- The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and severe liability of the Members.
- 2.7.8 Similarly, Power of Attorney for both authorised representative and lead member of the JV/ consortium shall also be furnished as per the formats available in the RFQ cum RFP.
- 2.7.9 A firm can bid for a project either as a sole consultant or in the form of JV/ consortium with other consultant. Experience of sub-consultant will not be considered while evaluating the bid.

- 2.7.10 The pre-qualification proposal should provide details of eligible projects as per the standard forms so as to meet the Minimum Qualification Criteria prescribed in this RFQ cum RFP.
- 2.7.11 The Technical Proposal should provide the following information using the attached Standard Forms.
- i. For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 - ii. The comments and suggestions provided by the Applicant on the RFQ cum RFP/ contract/ TOR are not binding and shall not affect the financial proposal.
 - iii. Detailed approach and methodology for undertaking the current assignment.
 - iv. Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
 - v. Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the key staffs shall be required.
 - vi. The consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.
 - vii. Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to eighty (80)percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to eighty (80)percent of maximum marks. The Applicant shall provide the proof that the project is completed up to eighty (80)percent through copy of invoice or payment received till date or through certificate from the respective client.
 - viii. It is desirable that eighty (80) percent of the key staff including team leader proposed be permanent employee of the Applicant/ member of a Consortium and have an extended and stable working relation with it. If any of the key professionals proposed is not a permanent employee of the Applicant/ member of a Consortium, a certificate from the key personal proposed and the firm he actually belongs to must be furnished clearly mentioning his availability for the duration of the Assignment. In the absence of such certificate, his/ her CV will not be considered for evaluation.
- 2.7.12 Financial proposal: While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFQ cum RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Consultant shall ensure the following:
- i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final

- and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding service tax, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only service tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
- 2.7.13 The proposal should be submitted as per the standard Financial Proposal submission form prescribed in this RFQ cum RFP.
- 2.7.14 The Financial Proposal shall be divided into professional fee and out of pocket expenses or as per forms prescribed in this RFQ cum RFP document. The breakup of remuneration and out of pocket expenses should match the total cost of the Financial Proposal.
- 2.7.15 MSI shall express the price of their services (including break down of their costs) in Indian Rupees.
- 2.7.16 The MSI may be subjected to local taxes (such as service tax, social charges or income taxes on non-resident / foreign / overseas personnel, duties, fees, levies etc.) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and the Client will not be liable for any incident.
- 2.7.17 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

2.8 Submission, receipt and opening of proposals

- 2.8.1 The Proposal (Pre-qualification, Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the Authorised Representative.
- 2.8.2 The Authorised Representative of the Applicant should initial all pages of Pre-qualification, Technical and Financial Proposals. The Authorised Representative's authorisation should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 2.8.3 The Applicant shall submit two (2) copies each of Pre-qualification and Technical Proposals (one original and one copy) plus one soft copy in a PDF format and one original of Financial Proposal. The Pre-qualification, Technical and Financial Proposals must necessarily be 'Hard Bound' separately and all pages serially numbered. 'Hard Bound' implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.

2.8.4 The Pre-qualification Proposal and RFQ cum RFP processing fee shall be placed in a sealed envelope clearly marked “RFQ – [name of assignment]”, Technical Proposal with Bid Security shall be placed in another sealed envelope clearly marked “TECHNICAL PROPOSAL – [name of assignment],” and the Financial Proposal in yet another sealed envelope clearly marked “FINANCIAL PROPOSAL – [name of assignment]” and “Do not open with the Technical Proposal.” The envelopes containing Prequalification, Technical and financial Proposals shall be sealed in an outer cover marked “RFQ cum RFP – Master Systems Integrator”. All envelopes shall be placed into an outer sealed envelope bearing the name of assignment, submission address and marked “DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.” This is also described below.

2.8.5 Proposal Submission

Envelope	Content	Forms
Outer Envelope	“Request for Qualification (RFQ) and Request for Proposal (RFP) – [name of assignment]”	NA
RFQ envelope	Processing fee (separate envelop) and Pre-qualification proposal (separate envelope). Pre-qualification proposal to also include responses and documentation of eligibility requirements stated at 2.9.4	Form 3A Form 3B Form 3C Form 3D Form 3E Form 3F
RFP Envelope	Bid Security (separate envelope), Technical Proposal (separate envelope), CD containing soft copy of Pre-qualification and Technical Proposal, and Financial Proposal (separate envelop)	Form 3G Form 3H Form 3I Form 3J Form 3K Form 3L Form 3M Form 3N Form 3O Form 4A Form 4B Form 4C Form 4D Form 4E

2.8.6 Submission address:

CEO and Managing Director,
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110021, India

The information on the outer envelope should also include name of the assignment.

2.8.7 No proposal shall be accepted after the closing time for submission of Proposals.

2.8.8 After the deadline for submission of proposals the Pre-qualification Proposal will be opened by the evaluation committee to assess the bids on Minimum Qualification Criteria. The RFP envelope shall remain sealed.

- 2.8.9 After the Proposal submission until the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

2.9 Proposal evaluation

- 2.9.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (the "Shortlisted Applicants"), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ cum RFP document.

- 2.9.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFQ cum RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive only if:

RFQ Stage

- i. The Pre-Qualification Proposal is received in the form specified in this RFQ cum RFP;
- ii. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- iii. it is accompanied by the Processing Fee as specified in this RFQ cum RFP;
- iv. it is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
- v. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- vi. it does not contain any condition or qualification; and,
- vii. it is not non-responsive in terms hereof.

RFP Stage

Technical Proposal

- i. the Technical Proposal is received in the form specified in this RFQ cum RFP;
- ii. it is accompanied by the Bid Security as specified in this RFQ cum RFP;
- iii. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- iv. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- v. it does not contain any condition or qualification; and
- vi. It is not non-responsive in terms hereof.

Financial Proposal:

- i. The Financial Proposal is received in the form specified in this RFQ cum RFP
- ii. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- iii. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- iv. it does not contain any condition or qualification; and
- v. It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.9.3 As part of the evaluation, the Pre-Qualification Proposals (including eligibility requirement criteria) be submitted and the applicant should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further. In such cases, the RFQ cum RFP envelope containing the Technical Proposal, Financial Proposal and Bid Security will be returned unopened after issue of Letter of Award to the Selected Applicant.

2.9.4 Prequalification Requirements (RFQ stage):

	Prequalification Requirement	Supporting Documents to be Attached	
A	Applicant / Consortium (if applicable) shall be a National / International Level IT Company in operation for the last 10 Years as on 30-06-2014 and be involved as master systems integrator / systems integrator in successful development, customization and implementation of large scale Information and Communication Technology systems, especially for smart cities and / or Special Economic Zones and / or Special Investment Regions and / or Industrial Townships and / or full scale ports for at least three projects each with minimum area of 5 Sq KM with ICT capital investment being minimum of INR 1,500 Million or equivalent per project	Applicant must submit (1) Certificate of Incorporation / Registration as Information Technology / IT Systems Integrator Company under Indian Companies Act 1956 (with latest Amendments as applicable) or equivalent for overseas applicant. 2) Memorandum and Articles of Associations of the Applicant – clearly outlining business portfolio in reference (as specified in LHS column). 3) Self attested (by CEO / CFO) copies of work orders referred in LHS column.	
B	Applicant / Consortium (if applicable) shall have an average annual turnover of at least INR 10,000 million or equivalent for the last three financial years (2013-14, 2013-12 & 2011-12). (In case of consortium, aforementioned turn over requirement will be minimum of INR 10,000 million for prime partner and INR 5,000 million for each of other consortium partners). Turnover exclusive to ICT/ IT business of nature similar to scope of this RFP only will be considered. Applicant / (including consortium partners) shall submit audited balance sheets in support. For the purpose of turnover, in case of prime or consortium partner's	Applicant must submit copies of audited Balance Sheets of the company (Applicant's plus parent's (ICT / IT business only), if qualifying along with parent) (Balance should not be of group or associated or related companies), showing turnover of the company for last three financial years (i.e. 2013-14, 2013-12 & 2012-11) be submitted.	

	Prequalification Requirement	Supporting Documents to be Attached	
	parent company's turnover (registered in India or abroad, provided parent company is in to 100% ICT / IT business and owns 100% in to Indian subsidiary who is prime Applicant or partner of consortium) shall also be considered. Turnover data of any other related / associated / group firm(s) will not be considered.		
C			Left blank
D			Left blank
E	<p>In respect of each of following disciplines, the applicant / Consortium (if applicable) should have minimum three projects to its credit as prime contractor (and must have completed at least two projects for the period ending 30-6-2014) in last seven years. Applicant must hold / had held primary contractor's responsibility in all the below mentioned disciplines.</p> <p>a) Applicant should have been MSI / SI / implementer for implementation of city / campus wide network (active + passive), desirably along with Wi Fi layer for no less than INR 400 million or equivalent for each of three projects</p> <p>b) Applicant should have been MSI / SI / Implementer for implementation of e/m-Governance applications (G2C / G2B / G2G domains) for value no less than INR 50 million or equivalent for each of three projects</p> <p>c) Applicant should have been MSI / SI / Implementer for Data Centres and Disaster Recovery Sites for Central / State Government and /or Public Sector Undertakings (PSUs) and/or Large Private Sector Enterprises in India/abroad in the last 7 years as on 30-06-2014 for value no less than INR 150 million or equivalent for each of three projects (setting-up Data Centres would mean where applicant had primary responsibility of deploying the IT and Non-IT components of the data centre)</p>	<p>Applicant must submit 1) Copies of respective work orders confirming month + year and area of activity to be attested by CEO/CFO and submitted</p> <p>2) At least two completion certificates signed by end customer(s) to be submitted for each of disciplines from E)a to E)i in LHS column.</p> <p>3)If any discipline(s) stated against E)a to E)i in LHS column are part of an umbrella / consolidated project / work order, individual certificate(s) (pertaining to qualification criteria) from end customer(s) must clearly spell out relevant scope and values in INR for respective qualifying discipline (s). Clubbed / consolidated values and / or scope (including irrelevant scope) may result in direct disqualification of the applicant.. There may not be any opportunity to ask any clarifications in regards of pre-qualification submissions, hence, clients' decision will be final and acceptable to all applicants. Also any ambiguous documentation will result in direct disqualification</p>	

	Prequalification Requirement	Supporting Documents to be Attached	
	<p>d) Applicant should have been MSI / SI / Implementer of Command and Control Centres (preferably multiple and multipurpose such as for city surveillance (city wide Video Surveillance with analytics for different purposes), traffic monitoring and diversion, emergency response, including for the purposes of police, fire, ambulance, high level monitoring / control of city utilities etc. for a new city / town / brown field project but essentially with Emergency Response Centre / Disaster Management etc. with project value equal to or more than INR 80 million or equivalent for each of three projects</p> <p>e) Applicant should have been MSI / SI / Implementer for Service layer components (including their integration) such as City Utilities, SCADA, Utility Sensors, Signage for transportation, RFI equipment, smart electricity grid (ICT), Smart Water grid (ICT), Smart Tolling / Congestion charging, Touch Screens around the city, Smart Street Lights (ICT) etc. – with project value no less than INR 50 Million or equivalent for each three projects (The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical speciality)</p> <p>g) Applicant should have been MSI / SI / Implementer for Network Operations Centre (preferably multiple) for a new city / town / brown field city but essentially with project value equal to or more than INR 10 million or equivalent for each of three projects</p> <p>h) Applicant as ICT / IT MSI / Systems Integrators should have held responsibility of preparation of tender documents for three projects for industrial estates/ townships / special economic zones / special investment zones etc. with ICT project value more than INR 1,500 million or equivalent for each of three projects.</p>		

	Prequalification Requirement	Supporting Documents to be Attached	
	<p>i) Documentary evidence that Applicant had evolved and implemented self-sustainability model for ICT having capex no less than INR 1,000 million or higher.</p> <p><i>DMIC WILL BE OPEN TO RECEIVE SUGGESTIONS ON CHANGES IN ELIGIBILITY CRITERIA FROM PROSPECTIVE APPLICANTS. DMIC MAY AT ITS DISCRETION REVISE ELIGIBILITY CRITERIA Eja to Eji THAT MAY ALSO PROVIDE OPTION TO APPLICANT TO QUALIFY ONLY FEW REQUIREMENTS OUT OF Eja to Eji AND NOT ALL.</i></p>		
F	Applicant / Consortium (if applicable) shall submit Sales Tax/VAT/PAN/Service Tax Registration No. along with documentary proof of registration.	(i) Sales Tax/VAT/ PAN/ Service Tax Registration Number. (ii) Attested documentary proof of registration.	
G	Confirmation from applicant / Consortium (if applicable) (signed by CEO / CFO) that it has not exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding five years.		
H	Applicant / Consortium (if applicable) should be holding for last three years (at least) a valid SEI CMMI level 3 certification. Afore mentioned three year period will be reckoned from 30.6.2014. Certificate should essentially belong to group / department foreseen to manage delivery of e-GOV / Applications etc. Any other department's certificate with in Applicant's organisation will not be accepted. Applicants with higher level of CMMI certification are encouraged. (Self-attested copy (by authorised signatory of this proposal) of valid CMMI certificate to be attached).		
I	Applicant / Consortium (if applicable) should also submit original copy of power of attorney for the authorized signatory(ies) for the bid.		

2.9.5 Technical Qualification Requirements (RfP stage)

Technical Evaluation Criteria:

The evaluation committee ("Evaluation Committee") appointed by the Client will carry out the technical evaluation of Proposals on the basis of the following

evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S.No.	Technical Evaluation Criteria	Points
A	<p>Applicant should describe in details the projects referred in pre-qualification criteria E)a to E)h covering requirements, inception, methodology, technology deployed, constraints, sustainability model deployed, benefit achieved etc. The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical speciality. Emphasis will also be given on modularity and flexibility and openness of the technology to be used so that the project can be implemented smoothly.</p> <p>Each project should not span more than 7 pages.</p>	30
B	<p>Responses / Proposals must be direct and concise. All information not directly relevant to this RFQ cum RFP should be omitted. Client will evaluate applicant response based on focus towards requirements, directness, clarity etc. Adequacy of the proposed project management and technical approach, work plan and methodology in response to the TOR would be essential for respondents. A presentation (if desired by evaluation committee) will be required to describe the contents of proposal that may include:</p> <ul style="list-style-type: none"> • Project appreciation and understanding of assignment • Proposed approach and methodology (to include high level MSI plan specific to elements of this RFQ cum RFP) • Duties and responsibilities of the team leader and other personnel • Work plan and manning schedule (backed up by detailed monthly proposed work packages of staffing schedule (aligned with phases) of section 3 be submitted. The schedule should be from start to end of assignment. A sample resource sheet is enclosed in this respect in section 3. Same format should be used for price submission. • Any other topic as decided by evaluation committee. • Proposal to include (in depth) self-sustainability model for entire ICT infrastructure for Dholera SIR (will have 10 points exclusive for sustainability proposal) <p>Applicant / Consortium (if applicable) must provide its consent that it will undertake all the tasks end to end for all the ICT / IT components contained in this RFQ cum RFP and as per internationally followed best practices.</p> <p>Client / PMNC reserve the right to alter scope / assign additional tasks of minor nature to the extent of 20 % of total effort; as found necessary for MSI assignment from time to time. Additional tasks assigned will not be chargeable by selected MSI and MSI must concur in this respect as part of eligibility criteria vide requested undertaking in LHS column. Non-compliance will result in dis qualification.</p> <p>Undertaking by Applicant/ Consortium (if applicable) that it has not supplied services lower than the offered price in the present bid to any Ministry / Department of Central / State Govt. or any private or public sector organisation in India. The lower price will be arrived after applying government defined PVC in respect of jobs done in the past.</p>	30
c	<p>Qualification and relevant competence of all the staff to be positioned for MSI job in reference may be submitted in detail in accordance with section 3 and stated elsewhere in this document. It is expected at least 8 key staff for</p>	40

	<p>the assignment will be present from start to end of the project. Key staff may cover minimum of one chief specialist cum project manager and 7 specialists as detailed at 2.18.</p> <p>Applicants should also submit DETAILED Resume / Curriculum Vitae (describing role / duties of resource for each project) of other experienced resources that it will be assigned to the jobs as mentioned in scope of work. Applicant will ensure that each resource to be assigned should have essentially been through complete life cycle as specified elsewhere for each of the disciplines.</p> <p>Details of formats are stated in section 3.</p>	
	Total Points	100

The minimum technical score required to qualify technical evaluation is 70 Points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ cum RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

- 2.9.6 The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The opening date will not be sooner than one week after the notification date. The notification may be sent by registered letter, facsimile, or electronic mail.
- 2.9.7 The Financial Proposals will be opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
- 2.9.8 Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- 2.9.9 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. In case the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal, the Consultant has to deploy the personnel for the man-months given in the Technical Proposal, without any claim or increase of the Financial Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$S_f = 100 \times F_m / F;$$

where S_f is the financial score, F_m is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (S_t) and financial (S_f) scores:

$$S = S_t \times T_w + S_f \times F_w;$$

where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that will be 0.80:0.20.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

2.10 Negotiations

- 2.10.1 The Selected Applicant may, if necessary be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFQ cum RFP and may also include enhancing specifications. Issues such as deployment of Key Personnel, understanding of the Scope of Work, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.10.2 The Client will examine the CVs of all Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.
- 2.10.3 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 15 (fifteen) percent of key personnel (considering equal weighting for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of 15 (fifteen) percent of Key Personnel would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel.
- 2.10.4 For key personnel replaced for the second time, the remuneration payable will not exceed 80 (eighty) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period. For non-key personnel please refer section 3 for reduction in remuneration upon substitution of resources.

2.11 Award of contract

- 2.11.1 After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the

Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

- 2.11.2 Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalised/ Scheduled Bank, within the 15 (fifteen) days from the date of issue of LOA, in form of a Bank Guarantee substantially in the form specified at Annexure XYZ of the contract. For the successful Applicant the Performance Security will be retained by the Client until the completion of the assignment by the Consultant and be released twelve (12) months after the completion of the assignment. The aforesaid performance security shall be kept valid until the completion certificate is issued by the Client.

The scope of services expected from this assignment is described in Section 5, TOR and the Special Conditions of the Contract. The MSI is expected to frame quarterly deliverables for sixteen quarters as expected from this assignment as described in Sections 3 and 5, TOR and the Special Conditions of the Contract. Work order for first four quarters will be placed on acceptance of bid and the work orders for subsequent quarters will be issued by Client after milestone reviews on yearly basis. Without assigning any reason, Client reserves the right to cancel the MSI contract (at any point in time) after giving three months advance notice.

- 2.11.3 Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement

Commencement of Assignment: The Successful Applicant/ Consultant shall commence the Assignment on the date of Commencement of services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to commence the assignment and sign the Contract as specified herein, the Client may invite the second ranked Applicant for issue of LOA. In such an event, the Bid Security / Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

2.12 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.13 Fraud and corrupt practices

- 2.13.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ cum RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFQ cum RFP, including consideration and evaluation of such Applicant's Proposal.

- 2.13.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client 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 LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ cum RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 2.13.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA 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 the Client, 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 LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client 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 the Client 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.14 Pre-bid meeting

- 2.14.1 Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of a Client letter from the Applicant.
- 2.14.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.15 Miscellaneous

- 2.15.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 2.15.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
1. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 2. consult with any Applicant in order to receive clarification or further information;
 3. retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 4. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 2.15.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 2.15.4 All documents and other information provided by the client or submitted by an Applicant to the client shall remain or become the property of the client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the client in relation to the MSI Services shall be the property of the client.
- 2.15.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.16 Tentative schedule for selection process

The Client has envisaged following schedule:

Date of issue of RFQ cum RFP	July 1,2014
Last date for receiving queries/requests for clarifications	July 8,2014
Pre-bid meeting	July15,2014
Client's response to queries/requests for clarifications	July 22,2014
Proposal Due Date	August 4,2014

2.17 Data sheet

Reference	Description
2.1.1	The name of Client is: "Delhi Mumbai Industrial Corridor Development Corporation Limited". The method of selection is Combined Quality and Cost - Based Selection (CQCCBS). The weights given to technical and financial proposals are:

	<ul style="list-style-type: none"> • Technical = 0.8 • Financial = 0.2
2.1.2	MSI will assume implementation responsibility of ICT for Activation Zone (about 22 Sq km) of DSIR Phase -1, will be responsible for all the tasks / activities as defined in this RFQ cum RFP including section 5 specifically. MSI will also supplement ICT Master Plan with technological changes that have taken place in the intervening period, prepare high level design, provide inputs to civil engineering and other disciplines (such as for integration DSIR's utilities), prepare MSI Plan for implementation and schedule of tender documents for detailed design-build contracts. MSI will be responsible for end to end ICT implementation for DSIR and will have the responsibility of successful Smart City ICT implementation. It will also hold responsibility for end client sign off and meeting all kinds of legal requirements. The detailed descriptions of services / deliverables are mentioned in the Terms of Reference.
2.2	<p>Consultants may seek clarification on this RFQ – cum - RFP document, within a week of the date of issue of this RFQ – cum - RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file)/ fax to the Client's office addressed to:</p> <p>CEO & Managing Director,</p> <p>Delhi Mumbai Industrial Corridor Development Corporation Limited, Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri, New Delhi – 110021, India Phone: 011-26118884-8 Fax: 011-26118889 Email: msidsir@dmicdc.com</p>
2.2.4	Date & Time of pre bid meeting – July 15, 2014 at 11.00 am, at the Official Address.
2.1.12	<ul style="list-style-type: none"> • The proposal of the consultant shall be valid for 180 (one hundred and eighty) days from the Proposal Due Date. • Expected date for commencement of assignment is xxx, 2014. • Duration of project 3.5 years (tentative)
2.11	<ul style="list-style-type: none"> • Duration of project: 1 year contract with an annual extension for a total period of 4 years.
2.8	<p>The last date of submission of Proposal is August 4, 2014 before 5:00 pm (IST). The address for submission of Proposal is,</p> <p>CEO and Managing Director, Delhi Mumbai Industrial Corridor Development Corporation Limited, Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri, New Delhi – 110021, India</p> <p>The Applicants to state cost in Indian Rupees only.</p> <p>Applicants must submit:</p> <ul style="list-style-type: none"> • Pre-Qualification Proposal - Two copies (one original + one copy) and one soft copy (PDF Format). • Technical proposal: Two copies (one original + one copy) and one soft copy (PDF Format). • Financial proposal: One Original hard copy.

2.18 Required experience and expertise of Key and other staff

2.18.1 List of minimum key and other personnel to be positioned

S.No.	Position	Minimum years of professional experience	Specific expertise
1.	MSI Chief Specialist and Project Manager	20	Should be graduate in Electrical Engineering / Information Technology / Computer Science / any other branch of engineering and post graduate in Computer Science / Information Technology having minimum and exclusive ICT experience of 20 years and have had headed complete (end to end) ICT implementation for at least two smart cities (globally). Must be familiar with all smart city ICT components.
2.	Senior Specialist -1	15	Should be graduate in Electrical Engineering /Information Technology / Computer Science / any other branch of engineering / and post graduate in Computer Science / Information Technology having minimum and exclusive ICT experience of 15 years and implementation experience in City Wide Network, Data Center, Command and Control Center etc The experience should cover at least 4 life cycle implementations of each of City Wide Network, Data Center, Command and Control Center etc. Must be familiar with all smart city ICT components.
3.	Senior Specialist -2	15	Should be graduate in Electrical Engineering /Information Technology / Computer Science / any other branch of engineering / and post graduate in Computer Science / Information Technology having minimum and exclusive ICT experience of 15 years and implementation experience in m/e-Gov applications, city cock pit etc. The experience should cover at least 4 life cycle implementations of each of m/e-Gov applications etc. Must be familiar with all smart city ICT components

S.No.	Position	Minimum years of professional experience	Specific expertise
4.	Domain Specialist (one each for 1) active, passive+wifi layer,NOC 2) m/e – Gov / Applications 3) Data Centers 4) Command and Control center + related services, including Surveillance and traffic management 5) Integrator for city utilities	10	Should be graduate in Electrical Engineering / Information Technology / Computer Science / any other branch of engineering and post graduate in Computer Science / Information Technology having minimum and exclusive ICT experience of 10 years and experience in at least two life cycle implementations of specific discipline as stated against 1 to 5 in preceding column. Must be familiar with all smart city ICT components

- Age of the key staff proposed should not be more than 70 (seventy) Years on the last day of submission of proposal.
- The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the key staff with the firm.
- Consultants, who are executing ongoing mandates from Client, must propose a different team of key staff while bidding for this project.
- The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, State Government, Nodal agency (even during selection phase)
- A summary of experience (in one page) is to be provided by the consultant for each of the key staff.
- Qualifications and experience criteria of section 3 and of pre-qualification stage and stated elsewhere in this document would get added to above stated criteria.

2.18.2 Qualification and competence of key staff

The total number of marks allocated for qualification and competence of the proposed Key Staff is 40 marks, distributed among 05 key personnel, as detailed below:

S. No.	Key Staff	Marks
	Project Manager	05
	Smart City Sr Specialist -1	05
	Smart City Sr Specialist - 2	05

S. No.	Key Staff	Marks
-	Domain Specialists 5nos	25
	Total Marks	40

Evaluation criteria for Key personnel and other staff positioned

A.	GENERAL QUALIFICATIONS	20%
A1.	Technical qualifications	10%
A2.	Professional experience	5%
A3.	Training and publications	5%
B.	ADEQUACY FOR THE ASSIGNMENT	65%
B1.	Experience in similar capacity	15%
B2.	Experience relevant to TOR/ Assignment including (project experience in life cycles as specifically asked against E)a to E)h of qualification criteria)	40%
B3.	Overseas/ International experience	15%
C.	FAMILIARITY WITH THE REGION	5%
C1.	Experience in infrastructure project in India	3%
C2.	Knowledge of local language and culture	2%
D.	ASSOCIATION WITH THE FIRM	10%
D1.	Full Time permanent staff	6%
D2.	Years of association	4%

Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the qualification and competence of the key and other staff for the assignment. Committee at its discretion may apply an altogether different criterion than specified above.

Section 3. Technical Proposal – Standard Forms

- Form 3A: Pre-qualification Proposal Submission Form
- Form 3B: Format for pre-qualification proposal (eligible projects)
- Form 3C: Format for pre-qualification proposal (Average Annual Turnover from Consulting Business of the Applicant)
- Form 3D: Format for Joint Bidding Agreement (in case of JV/ consortium)
- Form 3E: Format for Power of Attorney for Authorized Representative
- Form 3F: Format for Power of Attorney for Lead Member of JV/ consortium
- Form 3G: Format for Bank Guarantee for Bid Security
- Form 3H: Technical Proposal Submission Form
- Form 3I: Applicant's Experience
- Form 3J: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
- Form 3K: Description of Approach, Methodology and Work Plan for Performing the Assignment
- Form 3L: Team composition and Task Assignments
- Form 3M: Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)
- Form 3N: Staffing Schedule
- Form 3O: Work Schedule

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

CEO & Managing Director
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110021, India

RFQ cum RFP dated [date] for selection of ICT Master Systems Integrator for [name of assignment]

Dear Sir,

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

We are submitting our Proposal as [sole applicant/ JV] [with] [insert a list with full name and address of each Joint Venture/ consortium Consultant].

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

Further:

1. We acknowledge that DMICDC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to DMICDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DMICDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We undertake that eligibility requirements in accordance with clause 2.9.4 are met with and the required attachments thereto are being appended therein.
6. We certify that in the last 5 (five) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We declare that:
 - a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any

- tender or request for proposal issued by or any agreement entered into with DMICDC or any other public sector enterprise or any government, Central or State; and
- d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
 9. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
 10. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
 12. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
 13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMICDC in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
 14. We agree and understand that the proposal is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
 15. We agree to keep this offer valid for one hundred eighty (180) days from the PDD specified in the RFQ cum RFP.
 16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
 17. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 18. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DMICDC or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
 19. The Pre-qualification, Technical and Financial Proposals are being submitted in separate covers. This Pre-qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
 20. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)

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Form 3B: Format for Pre-qualification Proposal (eligible projects)**Project Specific Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV/ consortium for carrying out consulting services similar to the ones requested under this assignment.]

- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE AS REQUIRED FOR MEETING THE MINIMUM QUALIFICATION CRITERIA PRESCRIBED.
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENT WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST TEN YEARS.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note:

In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates as on XXXXX, 2014 for the purpose of conversion.

Please limit the description of the project in two A4 size single-sided sheets of paper (one A4 size sheet of paper if printed on both sides). Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3C: Format for Pre-qualification Proposal (Average Annual turnover from MSI (consulting) business of the applicant)

S.No.	Financial years	Annual turnover from consulting business of the applicant (INR)
1.	2011-12	
2.	2012-13	
3.	2013-14	
	Average for three years	[indicate sum of above divided by 3]

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

- i. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Member-in-charge.
- ii. In case the Consultant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

Form 3D: Format for Joint Bidding Agreement (in case of JV/ consortium)

(To be executed on stamp paper of appropriate value)

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

AMONGST

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

AND,

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

AND,

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

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

WHEREAS,

- a) Delhi Mumbai Industrial Corridor Development Corporation Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No 341 B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri New Delhi 110021 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification cum Request for Proposal dated [date] (the "RFQ cum RFP") for appointment of consultant for [name of assignment] (the "Consultancy").
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.
2. Consortium
 - a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.

- b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
 - b) Party of the Second Part shall be [role]; and
 - c) Party of the Third Part shall be [role]; and,
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
 - a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
 - b) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
 - c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
 - a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;

- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.
9. Miscellaneous
- a) This Joint Bidding Agreement shall be governed by laws of India.
 - b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

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

Form 3E: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for [name of assignment], to be developed by Delhi Mumbai Industrial Corridor Development Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

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

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

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

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

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Form 3F: Format for Power of Attorney for Lead Member of JV/ consortium

(To be executed by all members of the Consortium)

Whereas the Delhi Mumbai Industrial Corridor Development Corporation Limited (the "Authority") has invited proposals from empanelled applicants for selection of consultant for [name of assignment] being developed under Delhi-Mumbai Industrial Corridor (DMIC) Project, (the "Consultancy").

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

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

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

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

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Form 3G: Format of Bank Guarantee for Bid Security

BG No.

Date:

1. In consideration of you, **Delhi-Mumbai Industrial Corridor Development Corporation Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Room No 341 B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri New Delhi – 110021 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], [and acting on behalf of a Consortium comprising of [name of company], [name of company] and [name of company] (hereinafter referred to as the “Applicant” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consultant for [name of assignment] (hereinafter referred to as the “Consultancy”) pursuant to the RFQ cum RFP Document dated [date] issued in respect of the Consultancy and other related documents including without limitation the draft contract for consultancy services (hereinafter collectively referred to as “RFQ cum RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Applicant, do hereby in terms of relevant clause of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP Document by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP Document.
2. Any such written demand made by the Authority stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document including, Document including without limitation, failure of the said Applicant to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document, and the decision of the Authority that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Applicant or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Authority is disputed by the Applicant or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the RFQ cum RFP Document including without limitation, failure of the said Applicant to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Applicant, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ cum RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ cum RFP Document by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ cum RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Applicant or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

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

(Signature of the Authorised Signatory) (Official Seal)

Notes:

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

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Form 3H: Technical Proposal Submission Form

[Location, Date]

To

CEO & Managing Director
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110021, India

RFQ cum RFP dated [date] for selection of consultant for [name of assignment]

Dear Sir,

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

We are submitting our Proposal as [sole applicant/ JV] [with] [insert a list with full name and address of each Joint Venture/ consortium Consultant].

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

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

Further:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)

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Form 3I: Applicant's Experience (eligible projects)

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV/ consortium for carrying out consulting services similar to the ones requested under this assignment.]

- USE TEN (10) BEST PROJECTS WITH COPY OF PROOF OF EXPERIENCE.
- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENT WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST TEN YEARS.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note:

- In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates as on XXXXX, 2014 for the purpose of conversion.
- Please limit the description of the project in two A4 size single-sided sheets of paper (one A4 size sheet of paper if printed on both sides). Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3J: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A: On the Terms of Reference

- 1.
- 2.
- 3.
- 4.
- 5.

B: On the data, services and facilities to be provided by the client

- 1.
- 2.
- 3.
- 4.
- 5.

C: On Technical Proposal

- 1.
- 2.
- 3.

D: General Comments

- 1.
- 2.

Form 3K: Description of Approach, Methodology and Work Plan for Performing the Assignment

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The applicant is suggested to present its Technical Proposal divided into the following chapters:

- A. Project Management Approach
 - B. Technical Approach and Methodology,
 - C. Work Plan, and
 - D. Organisation and Staffing.
 - E. Work Packages for 16 quarters
- **Project Management Approach:** In this section the consultant shall explain its overall philosophy with project management, the systems, tools and processes used to manage the cost and schedule. Specifically, the consultant must describe how it will organize and deliver the project management tasks/deliverables required in Terms of Reference. Please limit the discussion to four (04) single sided pages (two double sided pages). Discussions greater than this limit shall not be considered for evaluation.
 - **Technical Approach and Methodology.** In this chapter the consultant should explain the understanding of the objectives of the assignment including project appreciation, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 20 single sided pages (10 double sided pages). Discussions greater than this limit shall not be considered for evaluation.
 - **Work Plan.** In this chapter the consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Form 3O in the Proposal.
 - **Organisation and Staffing.** In this chapter the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Form 3L: Team Composition and Task Assignments

1. Key / Core staff*				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

2. Non Core staff				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

* Applicant, who is executing ongoing mandates from DMICDC, must propose a separate team of key staff while bidding for this project. The key staff proposed above should be available throughout the project for various activities including presentations/ discussions/ meetings with the DMICDC, State Government etc.

The above should be in accordance with staffing schedule.

Form 3M: Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience) (eligible projects) (In addition to criteria specified in section 2)

Resume / CVs of Proposed Resources should be provided in format below. Applicant will ensure that each resource to be assigned for domain specialist role should have essentially been through complete life cycle implementation of at least two projects of each discipline as mentioned before.

Only those resources resumes / CV who have worked actually on projects used for qualifying criteria by applicant should be positioned and assigned to the works in reference of this RFQ cum RFP. CV/Resumes of other resources having not positioned for eligibility/qualifying requirement projects will not qualify. Any misrepresentation discovered in Resume / Curriculum Vitae would result in summarily rejection of proposal evaluation and at the time of execution, the contract will stand cancelled, performance guarantee amount forfeited, besides, entire remuneration received for such resource(s) will be have to be returned by the Applicant.

Client / PMNC at its direction, may ask applicant to have the experience details (especially resource's role and responsibilities) as specified in positioned resources Resumes / CVs) attested by Program Director / Project Authorities (Executive Level Official or as decided by client) for whom the project was implemented. Such a request can be made during proposal evaluation stage or during implementations of works in reference. Incomplete response or no response in this regard for three weeks will be considered as misrepresentation of information and action as stated before would be initiated.

Client / PMNC at its discretion may interview some of the positioned resources during evaluation stage or at the beginning of assignment and reserves the right to reject / drop positioned resources without assigning any reasons. In such as event replacement resources per criteria specified above will have to be positioned afresh.

No alternate / substitutes to be included, the applicant may position one resource for each of core/ key and non core/key positions.

At points 14 and 15 of below template, please explain relevant work undertaken explaining activities / task performed, role/ responsibilities held, etc. that best illustrates the experience as required for the positioned role. Please provide information in no more than one page per positioned resource. Information should be as objective as possible. Also only two best projects (implemented end to end) are cited in resource's resume / CV.

Applicant should submit DETAILED Resume / Curriculum Vitae (describing role / duties of resource for each project) of experienced resources that it will assign to the jobs as mentioned in eligibility criteria and elsewhere in this document. Applicant will ensure that each resource to be assigned should have essentially been through complete life cycle of at as mentioned in criteria. A resource can be experienced in projects with two disciplines (implying combination of maximum sub points under main point E) of eligibility criteria).

In respect of key / core personnel the remuneration deduction criteria upon substitution has been defined elsewhere in this document. In respect of non-key / non-core personnel the substitution criteria is defined herein. If a different non-core / non key resource is deployed than proposed in proposal or is changed (for any reason, including that of inadequate performance) during the tenure of contract, a 2.5% reduction in overall remuneration per resource change for rest of the project duration would apply. If multiple replacements happen for one or more resource assignments, per resource replacement, 2.5% reduction in overall remuneration would apply for rest of project duration. For replacement of each

resource, no relaxation in aforementioned criteria will apply and before assigning, pre-approval from client would be needed.

All the aforementioned remuneration reductions are over and above the remuneration reductions described elsewhere for key personnel / resources in this document.

In respect of roles / duties stated in Resume / Curriculum Vitae of resources positioned in proposal or later (as replacements), as explained above client / PMNC at its discretion may ask for attestation (in original) of roles / responsibilities / duties mentioned in resume of the resource by way of an experience letter (with resource's role / responsibilities stated exactly as stated in Resume / CV) by way of having document signed by project authorities of executed projects. Client will decide the authority whose signature would be needed for such a document.

Minimum exclusive ICT / IT experience for all types of domain or other resources to be positioned should be 10 years (after graduation in engineering + post-graduation in any computer science / information technology discipline from a recognised institution), though expectation for key / core personnel is minimum 20 and 15 years of relevant ICT / IT experience as specified before. During execution phase, if client / PMNC finds any core / non-core, key / non key resource replacement(s) is / are necessary in the interest of project, without assigning any reason to MSI, upon request from Client / PMNC, the MSI will be contractually obliged to replace the resource(s) without defeating the eligibility criteria, within 28 days. For such replacements too, payments will be reductions per criterions described in this document for core/ key personnel and for non-core / non key personnel will be applicable.

As already stated, one resource may not be positioned for more than 2 disciplines.

1.	Proposed position	
2.	Name of firm	
3.	Name of staff (of bidding firm)	[First] [Middle] [Surname]
4.	Present Designation	
5.	Date of birth	[March xx, 19XX]
6.	Nationality	
7.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, engineering degrees obtained, and year of obtainment starting from the latest degree] (minimum 20/ 15 /10 years in ICT / IT (as specified before) industry after graduation in engineering is necessary)
8.	Membership of Professional Organizations	
9.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]
10.	Countries of Work Experience	[List countries where staff has worked in the last ten years]

11.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			

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12.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration
				YYYY to present
13.	Details of tasks assigned			
14.	Relevant Work Undertaken - explain activities / tasks performed that Best Illustrates Capability to Assigned Handle the Tasks Assigned	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:		
15.		Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:		
16.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.		

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of staff member:	Name of Authorized Signatory:

Note:

Please restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV. Pages in the CV greater than these limits shall not be considered for evaluation.

Form 3N: Staffing schedule

Schedule of deployment of proposed resources (Sheet with pricing to be enclosed in price bid and without pricing be enclosed with technical bid)

Sr. No.	Name of Personnel	Position Assigned	Location	Validation and other preparatory works				Stage deliverables, Planning, Requirement Cataloguing, Designing, Procurement Initiation etc				Man-Months		
				M	M	M	M	M	M	M	M	Onsite	Offsite	Total
				1	2	3	....	1	2	3	....		
1			Onsite											
			Offsite											
2			Onsite											
			Offsite											
			Onsite											
			Offsite											
			Onsite											
			Offsite											
Totals														

Sr. No.	Name of Personnel	Position Assigned	Location	Detailed Design / Development and / or Procurement Completion, Evaluation				Implementation, Hand Holding / Transfer of Operations				Man-Months		
				M	M	M	M	M	M	M	M	Onsite	Offsite	Total
				1	2	3	....	1	2	3	....		
1			Onsite											
			Offsite											
2			Onsite											
			Offsite											
			Onsite											
			Offsite											
			Onsite											
			Offsite											
Totals														

- Total engagement is expected to be 3.5 years long. It is expected that MSI's involvement for first 1.5 to 2 years would be towards working on Supplementing Master Planning (in view of technological developments in the intervening period), Evolving road map for e-Gov implementation etc., Validation, Design Basis / Pre-design, including supporting pre-requisites needed for ICT in terms of Civil and other infrastructure. Later 1.5 to 2 years will call for full involvement towards implementation of ICT infrastructure.
- Months will be counted from the start of the assignment. For each resource phase mention separately resource input for On-site and Off-site work. Please use additional sheet to cover details until end of the project.
- Offsite'** means resource stationed in MSI's own office premises. **'Onsite'** means resource stationed at Project Office in Gandhinagar / Dholera / Ahmedabad (or any place chosen by client / PMNC from time to time.
- Month wise per resource all inclusive charges to quoted on lump sum basis, no per diem or any travelling expenses or any other type of expenses will be reimbursed by client. Only taxes as applicable will be payable over and above lump sum monthly charges.**
- Few resources as deemed appropriate be designated core/ key personnel and the same will be available / deployed from start to end of project.

Form 30: Work Schedule

A. Field investigations and study teams (TBD)

S.No.	Activity	Months (in the form of a bar chart)							Total (months)
		M1	M2	M3	M4	M5	M6	n	
	Part A								
	Part B								
	Part C								
	Part D								
	Total								

B. Completion and submission of reports (TBD)

S.No.	Reports	Program (date)
	Part A	
	Part B	
	Part C	
	Part D	

Section 4. Financial Proposal – Standard Forms

- Form 4A: Financial Proposal Submission Form
- Form 4B: Summary of Costs
- Form 4C: Breakdown of Costs
- Form 4D: Breakdown of Remuneration Of key staff
- Form 4E: Breakdown of Out of Pocket Expenses

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Form 4A: Financial Proposal Submission Form

[Location]

[Date]

To

CEO and Managing Director,
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 03rd Floor, Hotel Ashok
Diplomatic Enclave, 50B Chanakyapuri,
New Delhi – 110021

India

Dear Sir,

Subject: MSI Services for [name of assignment].

We, the undersigned, offer to provide the MSI services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form 4B: Summary of Costs

Item	Cost (INR)	
	Amount in words	Amount in figures
Costs of Financial Proposal * (Except Service Tax but including all other taxes)-A		
Service Tax(as per applicable rate) -B		
cost of Financial Proposal =A+B		

Service tax would be payable at the applicable rates as may be in force from time to time.

*The cost stated in Financial Proposal should match with the break up of the costs given as per the Forms 4C, 4D and 4E.

Form 4C: Breakdown of Costs (Month wise until end of the project) (Should match with staffing schedule of section 3)

Cost Component	Amount in words (INR)	Amount in figures (INR)
Remuneration		
Out of pocket expenses		
Cost of financial proposal		

Form 4D: Breakdown of Remuneration Of core /key staff) (Should match with staffing schedule of section 3)

Name of key staff	Position	Staff month rate	Input (staff months)	Amount INR

Please use separate forms for each Part A to D.

For building price structure, please refer section 2.1.2 too.

Form 4E: Breakdown of Out of Pocket Expenses

S.No.	Description	Unit	Unit cost	Quantity	Amount (INR)
	Per diem allowances (including board and lodging)	Day			
	Air Travel	Trip			
	Local travel expenses	Day			
	Total				

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Section 5. Terms of Reference

5.1 Aim and objectives of the assignment

5.1.1 The objectives of the assignment are:

1. The intention of the proposal is to select a Master System Integrator (MSI) / consortium (if applicable) who shall be solely responsible for carrying out of entire ICT scope of work including products, systems/solutions and services specified in the this document (and to be included in future) in consultation and with / approval of Client from time to time for developing a smart city. The scope includes responsibility (but not limited to) for detailed design, functional and technical specifications, SI/vendor selection, installation, testing and commissioning of solutions, training and hand holding, moving to operations etc. Operations services are not a part of this scope.
2. Selected MSI will be responsible for all the ICT and associated activities (including civil and regulatory related requirements) in end to end manner as envisaged in this document and as to be added in future by client. Though all the life cycle activities for MSI / SI works are not specified in this document, but they are essentially part of scope of work of selected MSI.
3. To enable DSIR achieve its stated ICT Vision and enable the delivery of 'Smart Services' in accordance with key stakeholder expectations and requirements as detailed in the RFQ cum RFP and to be decided during the course of execution.
4. Provide MSI services for the implementation of smart city as per the framework and ICT plan envisioned and developed by the Client and Cisco. The goal is to ensure that best-in-class, state-of-the-art and sustainable ICT technologies are adopted, deployed and enabled in DSIR in line with the strategy outlined for the smart city. The MSI will be responsible for the complete cycle of construction, starting with specifications, selection of sustainable technologies, vendor selection, deployment and integration of solutions, training and knowledge transfer.
5. To oversee and manage the delivery of Client designated ICT systems including but not limited to Telecommunications Network, Data Centre, Command and Control Centre (CCC), Network Operations Centre(NOC), Contact Center, e/m-Governance Services, Emergency Response, Inclusive Healthcare, Education, Transportation Services, Civic Security etc. as detailed separately in the document.
6. To assist PMNC in the preparation of tenders, evaluation criteria and technical schedules for SI RFQ cum RFP focusing on Design-Build of smart services for the entire area.
7. To assist PMNC with contractor/vendor selection, and to provide technical assistance during the detailed design phase by ensuring incorporation of best practices , state-of-the-art technologies, scalable architecture and highest quality standards in the design and implementation approach proposed by the vendor/contractor.

5.2 Broad ICT Scope

- 5.2.1 The main objective behind the ICT initiative for DSIR is to build a smart, sustainable, socially and technologically attractive modern city which will stimulate the economic development of the region. ICT infrastructure and services are expected to propel the sustainable development / economic growth for inhabitants and a high quality of life, along with a platform for efficient operations and management of city's infrastructure. Dholera SIR would be characterised as a city that would use Information and Communications Technology (ICT) as an underlying enabler, to integrate multiple dimensions such as governance,

healthcare, safety & security, education, industrial growth, utilities, economy, social equity etc.

5.2.2 Information and communications Technology (ICT) for Dholera includes the provisioning and deployment of comprehensive voice, data, video and IT infrastructure, aided with present day applications for utilities, education, local governance, healthcare, security, transportation, energy management etc. The area under the current scope for Activation Zone (22 Sq km approx) of Phase-1 of DSIR

5.2.3 The following ICT systems have been envisioned and planned for in the ICT Master Plan for Dholera Smart City, which are subject to change upon further review, diligence and validation by MSI.

City Wide Network to meet comprehensive voice, video and data needs of citizens, tenants, government agencies and other stakeholders of the area. The network for Activation Zone is planned to be pervasive adopting best-in-class, scalable architecture and technologies as detailed out in the ICT Master Plan. MSI is expected to recommend latest sustainable technologies that are relevant and aligned to the actual deployment cycle without any risk of obsolesce. The network has been designed over Fibre using open-access architecture. Wi Fi layer across the city may have to be added.

Data Centre to provide storage, computing and similar services to the citizens, tenants, government agencies and other stakeholders of the city. Aligned with cloud computing and consumption models, DSIR Data Centre is currently planned to host applications for city governance and administration. Sustainable business model and deployment options are be finalized by the MSI based on further diligence and understanding of precise platform requirements

Command and Control Centres (CCC) : Preferably one or more multipurpose centres for City Surveillance, Traffic Monitoring and Management, Emergency Response, Disaster Recovery enabling city functions such as Police, Fire, Ambulance, Traffic to respond to events in an efficient and timely manner. CCC may include or exclude other facilities such as Network Operations Centre, Help Desk or City Contact Centre. CCC may also integrate SCADA applications and platforms for utilities management

City's Cockpit for City's CEO / Mayor: Mayor's office will have visibility to all operating metrics through relevant dashboards to provide real time information and health of the city based on the requirements of Mayor as well as the other functions.

Requirement would span e/m-Governance, utilities (Power T &D, Retailing, Gas, Water, Sewage, Roads and the entire city infrastructure) and other solutions to be deployed.

Applications (including e/m-Governance) for Smart City that have been planned for DSIR are

- Public Safety and Security
 - Citizen and Authority Interaction
 - Command and Control Centre (as described above and ideally to provide single view and point of control (as needed) over the entire city)
 - City Surveillance System / Video Surveillance / with Analytics for logging information on accidents, fire, water clogging/leakage, traffic jam, vandalism, theft of open public property (street lights, power

- infrastructure, bill boards, Digital Signage, Equipment in Bus shelters etc.)
- Congestion Control
- Congestion Charging
- Help Points (Emergency buttons and connected points on street poles at select places)
- Network Emergency Response Vehicle (with satellite connectivity)
- Mobile Resource Access over GSM network
- Smart Mobility – Smart Phones / Other low bandwidth Cameras over GSM
- Asset Tracking (GPS / GSM etc.)
- Applications for emergency / crisis response systems
- Help desk / first point of contact for other than emergency services (namely, police, fire, ambulance, 1091 etc.)
- Intelligent Lighting System
- Intrusion Alarm System
- Building Management System for various types of establishments including residences
- Education
 - Unified Communication Services for Educational Facilities
 - Content Broadcast
 - Virtual Classroom / Education Video Conference
 - Video Surveillance for Safety and Security of Education Institutions
 - Education Portal
 - Campus wide wireless
- Transportation
 - Safety and Security (Video Surveillance)
 - Smart Travel Station
 - Video Analytics for Traffic and Auto Accident Detection
 - Bollard Access Control
 - Intelligent Transport System / Vehicle Management
 - Automated Fare Collection
 - Dynamic Traffic Management
 - Automatic / Integrated Signalling City wide with resiliency
 - Cameras for enforcement of traffic rules (speed, jumping signal, bus lane violations, level crossing), with ANPR facility (where needed).
 - Integration of ITS with BRTS
 - Traffic rerouting / Vehicle Counting
 - Traffic Information for Users
 - Charging stations for vehicles
 - Terminal and Transit Digital Display
 - Smart Car Parking (easy to find (over PDA / mobile phone etc., pay and use parking systems)
 - Under Vehicle Scanning Systems

- Health Care
 - Collaboration Platform (Intra / Inter Hospital)
 - Desktop Collaboration Unified Communication (Voice / Video)
 - Healthcare Interaction Centre / Health presence (Voice / Video)
 - Healthcare – Automatic Vehicle Location
 - Remote Doctor (Videoconferencing + USB devices for patient's info)
 - Medical Information Exchange (Health DB including use of Smart Card)
 - Connected Imaging (PACS)
 - Smart Health Card
 - RFID based Asset Tracking
 - Electronic Prescription
- Local Administration and Public Facilitation (e /m -Governance) :
 - Public Grievances and Redressal
 - Land and Estate Management / Records Management
 - Utility Monitoring and Management Systems with SCADA (Integrated remote monitoring) for Water, Electric Supply, Sewage, Drainage, Desalination, Gas Network, Flooding / Water Logging etc.
 - Asset Management System for Public Infrastructure (including open public infra on the streets) with barcode / RFI technologies etc.
 - Maintenance management system for public infrastructure (moveable / immoveable public properties)
 - Digital Community Centre / Enquiry Management
 - Payment of different user charges over different modes
 - Signage Network and for Real Time Display including Special Announcements (display) across the city
 - Resource Access for Mobile Employees of City Administration
 - Dholera Office Video Conference
 - DSIR Wi Fi hot spots (in case city wide Wi Fi is not selected)
 - DSIRDA Online / City Guide
 - Touch screens around the city
 - Smart Pole / Wi- Fi hub etc.
 - ANPR / RLVDS etc.
 - Digital Island (Increasing / Extending Wi Fi Coverage on Adhoc basis)
 - Location Based Services (Advertising Alerts Based on Area one is visiting – Digital Graffiti etc.)
 - Public Interactive Kiosk
 - Water Quality / Flood Monitoring
 - Air Quality Monitoring
 - Noise Level Mapping / Monitoring

Gujarat is one of the top three states of India, presently practicing e/m-Governance. It has approximately 30 e/m-Governance applications and 200+ web servers live. Following the bottom up approach for ICT infrastructure, MSI may need to evolve e/m-Governance requirements and draw road map (from As-Is-State to To-be-State) based on global best practices for smart cities. MSI may have to engage international e/m-Governance specialists, who are champions of e/m-Governance best practices being followed globally, and who have a deep understanding (in all respects) of processes and applications in India / Gujarat for the purpose of evolving and implementing state-of-the-art infrastructure. Such consultants should have done at least three full cycle e/m -Governance implementations of comparable nature anywhere in the world (but at least one full cycle accomplishment should have been done abroad).

City Wide Sensors: City wide sensors are expected to play a significant role in operations / monitoring / automation activities. MSI may have to develop comprehensive sensors requirement list for all the city utilities and other infrastructure. This should be in line with international practices for smart cities (where from few thousands to millions of sensors are deployed). Wired or Wireless for monitoring / measurement / control technologies may be deployed for various smart city parameters / utilities across the city. MSI will integrate sensors with multiple processes of different utilities /purposes in order to facilitate automation, alarm, control and display processes.

Any other systems / subsystems relevant and applicable for successful deployment and operations of services listed in Section 5.2.2 will be added by client / PMNC as deemed appropriate from time to time and the same will be incorporated into the scope of work for MSI. Any additional set of activities not specifically mentioned in the scope that may be required or decided by the client or PMNC during the engagement for the completeness of smart city ICT infrastructure or otherwise needed for successful implementation will be executed free of cost and will be construed as a part of the scope of this RFQ cum RFP. As explained before, all such additions/modifications decided by the Client / PMNC will be implemented by the MSI at no additional cost to the extent of 20% additional scope. Any other ICT tasks assigned by end client / PMNC from time to time will be construed as a part of the scope of this RFQ cum RFP and will not be reimbursed separately (to the extent of 20% additional scope).

Any additional activities performed to complete the life cycle of MSI processes will not be construed as additional activities and will not form part of aforementioned 20% additional scope.

5.3 Broad Responsibilities of MSI

Due to the enormity of systems and sub-systems involved in a smart city design all the elements cannot be listed, though MSI will own end to end responsibility of all the ICT infrastructure and associated works (listed and to be included in future) for DSIR.

The ICT master plan will be the initial framework for the development of ICT implementation plan by MSI. MSI is expected to develop the concept of selection, design, build, integration and operations in a requisite level of detail around specific system. A high level understanding of the stakeholder requirements, functionality, user interface, and interaction with other systems etc. will be defined and documented in the MSI plan. Once these plans are approved, they shall become the control documents for completion of the system design development and implementation of the project.

MSI for Dholera SIR will have the total responsibility of executing entire ICT program in order to bring in world class / globally practiced and state-of-the-art / best practices for all spheres of Dholera SIR from utilities to e/m-Governance to safety to transport to enhancing the smart city experience for DSIR inhabitants etc. which may include following functions (obviously not stated exhaustively, but the same will be covered end to end and comprehensively by selected MSI):

- Wave/Phase wise requirement detailing (cataloguing - for all disciplines of Dholera users and services)
- Evolving business or social case mapped to requirement catalogue
- Technology assessment and suggesting right usage of state-of-the-art and sustainable technologies
- Evolving detailed plans
- Develop master / systems integration strategic plan specific to scope in reference
- Execution of strategic systems integration plan, along with requirement specifications, system design, and project quality plan etc. for adherence and efficient governance throughout the project delivery
- Provide analysis, including functional/benefit matrix and cost-benefit analysis
- Source selection such as getting individual System Integrators (SIs) on board (following complete cycle of selection)
- Procurement of sub systems / products / solutions/ components /services (along with end client / PMNC)
- Managements of system integrators overseeing entire life cycle from first phase Deliverables (detailed design, integration plan, architecture, processes) to Steady State Operations of fully integrated Dholera ICT systems
- Life cycle risk assessment, tracking and management
- Life cycle cost estimation and developing/improving sustainability
- MSI will organise all inputs needed to be connected from all the DSIR's utilities for control and display at various places in city (such as CCC, city's cock pit etc.) and guide utilities vendors for necessary incorporation of parameters that are needed in a smart city context.

The approach to ICT MSI plan will also ensure an integrated approach by working closely with various system vendors and sub-contractors, so that benefits such as mentioned below are achieved

- Open Architecture and System Integration
- Better cost control and flexibility for future upgrading and expansion
- Simplified operating model, interface and procedures

The Applicant shall collect relevant reference data/information as detailed from the client for further assessment (during DD/ comments submission phase).

References

The MSI shall study and assess all previous studies and reports pertaining to the site, including concept briefs that will be provided by the PMNC to the Selected Applicant. The MSI shall assess prior proposals pertaining to the site and the surrounding region and ensure integration of proposals that have been accepted or are under implementation within the planning purview of this project.

The MSI shall apprise themselves of the Town Planning Schemes, its process and most recent status. The MSI shall prepare a list of all necessary drawings and documents apart from those already provided that are necessary for fulfilling the obligations under this assignment, and initiate a formal request to the PMNC for sharing the information.

The MSI shall collect relevant survey and topographic information from the Client to derive preliminary formation levels at the site (if needed). The MSI shall include analysis of information collected in the Technical Assessment Report and Design Basis Report as part of this stage of works. Previous reports and studies shall be available for scrutiny of the Applicant prior to Proposal Due Date at DSIRDA office, Block 11, 3rd floor, Udyog Bhavan, Gandhinagar. A list of available reports includes:

- i. Final Development Plan-DSIRDA, Report 1& Report 2
- ii. Concept Master Plan (Draft)
- iii. Concept Master Plan (Final)
- iv. Techno-Economic Feasibility Report for Industrial Mega Park 1
- v. Master Plan for the Greenfield Integrated Township
- vi. Pre-feasibility Study - Flood Management
- vii. Flood Vulnerability & Risk Assessment of Ahmedabad- Dholera SIR area
- viii. Pre-Feasibility Study for developing the Rail infrastructure in Phase I development of the DSIR
- ix. Pre-Feasibility Study for renewable energy scheme
- x. Pre-Feasibility Report for Industrial Construction Worker Housing Scheme
- xi. Project summary of 6 lane Ahmedabad-Dholera Expressway
- xii. Expressway-Vol. I FPDR (Draft Feasibility Cum Design Basis Report)
- xiii. Expressway-Vol. II FPDR (Draft Feasibility Cum Design Basis Report)
- xiv. Feasibility Study for Greenfield Airport at Dholera, Gujarat
- xv. Pre-feasibility study for water management system for phase 1 development
- xvi. Seismic study of Dholera Special Investment Region
- xvii. ICT master plan for the Ahmedabad-Dholera Special Investment Region**
- xviii. Draft Environment Impact Assessment of DSIR
- xix. Pre-feasibility report on wastewater recycling plant at AUDA/ AMC, transmission of recycled water for non-potable applications and transmission of raw water from Periyaj-Keniwal reservoir for domestic applications in DSIR
- xx. Available details for the Draft Town Planning Scheme 1
- xxi. GIL's Coffee Table Book - e-Governance and related material

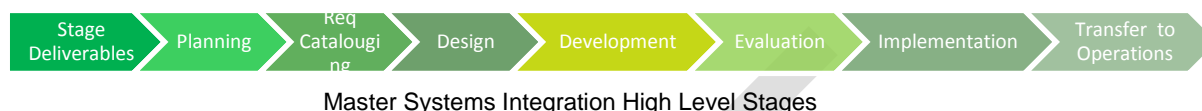
5.4 Objectives of Master Systems Integrator

- The objective is to build Dholera Smart City by integrating numerous systems, the underlying information technology components while maximizing the value through justifiable investment and cost-benefit analysis.
- While a chosen vendor/contractor is expected to provide the subsystems related to smart city solutions, the Master System Integrator (MSI) is to represent the Client/PMNC and own the successful execution during the detailed design, vendor selection, vendor/SI/Contractor RFQ cum RFP process and implementation phases. This will be a role looking at seamless integration of all the sub-systems involved. These subsystems may be overlapping other disciplines too (in terms of receiving / providing inputs and out puts). It is obvious that integration requirements cannot be detailed out until all sub

systems related to infrastructure are finalized, processes are detailed out, solutions are aligned with “To-be-state”, subcontractors are selected and approved by respective authorities such as DMIC/DSIRDA/GIDB/GICC, but all such requirements, though not defined, remain in place.

5.5 Master System Integration Life Span

The Master Systems Integrator is expected to own all the life cycle responsibilities from stage concept evolution to transition to production of all ICT systems of DSIR that may include following (but not limited to):



- It is expected that there will be multiple implementation waves for ICT Master Plan. For each wave MSI will propose end client/ stakeholders / PMNC the optimal blend of ICT components / subsystems for implementation keeping in view of technological advancements in the intervening period, new requirements of client / stakeholders, budget available etc. Accordingly a staggered rollout approach has been foreseen for different waves. For instance, some waves may have only network, some may have network and cloud computing and others may have e/m-Governance networks and e/m-Governance application+ Command and Control Center etc.
- Number of roll out waves / stages will be worked out by MSI for DSIR (22 sq km Activation Zone of Phase-1 of DSIR) accordingly stage wise MSI plans will be made by MSI.
- The staggered rollout plan offers several immediate advantages. A staggered rollout will also allow DSIR to make room between each step for improvements / enhancement of technology.
- Each rollout is expected to span full or few MSI lifecycle stages. Perhaps, initial rollout will cover all the stages, later rollouts may not necessarily have to go the same way, but may cover only the necessary life cycle stages of MSI which will be decided by MSI in consultation with end client / stakeholders / PMNC etc.
- As there will be multiple implementation waves / stages for ICT Master Plan. MSI is expected to conduct workshops with stake holders for deciding on scope of work for each wave. MSI will propose end customer / PMNC the optimal pie for implementation keeping in view of technological advancements in the intervening period, new requirements of client / stakeholders, budget available etc. Accordingly MSI should propose staggered wave wise rollout approach in its MSI plan.
- Propose and guide end client / PMNC on state of the art technologies / products as pertinent for smart city and supplement ICT Master Plan based on continuous technological advances as when needed for smart city Dholera SIR. This is foreseen to be a responsibility of high importance in order to keep Dholera at the forefront in the family of global smart cities
- Technological advancements would necessitate supplementing of ICT Master Plan from time to time including MSI Specifications from development to deployment (covering complete testing, including observing end to end documented world class QA practices) followed by evolving O & M manuals etc.
- Before implementing / ordering respective work products (which will be decided by end client / PMNC), MSI will do the fit gap analysis (ICT master Plan versus Technological Advances existing at that point in time) and obtain approvals

from clients on TO BE products, systems and processes etc. for staggered work products needed to be implemented for Dholera

- Referring to Master Plan, MSI may need to evolve e-Gov requirements and draw up a road map (from AS IS to TO BE) for global best practices for smart cities including for e/m-Governance for Governmental business (specific to Dholera SIR). MSI will have to study the existing application architecture, their functionalities (AS IS), figure out functional gaps with respect to international best practices, propose TO BE processes for Governmental business (specific to Dholera SIR). Post due diligence, it may also involve addition of few Dholera specific applications and few may be required to be extended to Dholera from existing lot. In this respect MSI may have to co-ordinate with existing e-Gov nodal agency.
- It is expected as part of sign off document, like for other ICT subsystems / components, MSI / SI specialist for applications would create a business model along with set of process maps for “TO BE” requirements including a framework on value and investments parameters for user department’s / stakeholder’s acceptance and financial approval by authorities.
- MSI may have to also involve GSWAN and Gujarat Informatics for due diligence on “AS IS” infrastructure / applications as they are the presently responsible to provide e/m-Gov apps and infrastructure to various Government of Gujarat departments.
- All prior approvals in respect of TO BE implementations / proposals etc. will be needed to be obtained by MSI from end customer / customer nominated agencies etc.
- Develop detailed specifications of ICT systems / subs systems; obtaining approvals from end client before proceeding with implementation on the same
- Ensuring sustainability of proposed ICT infrastructure will be one of the prime responsibilities of MSI
- Prepare and update (regularly) Master System Integration Plan for affected (revised) ICT sub systems for Dholera SIR
- Develop, submit and obtain approval from stake holders for all implementation schedules such as for finalisation of specifications, procurement, installation, testing, commissioning, handholding, transition to operations etc.
- Onus of provisioning right solutions at right cost, liaisoning with stakeholders, obtaining stage wise sign off from stake holders, obtaining all regulatory compliances for discipline ICT on end to end basis for Dholera lies with MSI.
- MSI will also liaison with other bodies as required such as IANA / Indian agencies etc. for obtaining IP address ranges for DSIR.
- Obtain approvals / permits / licences etc. on behalf of client / operator from statutory authorities for installation, commissioning and operation of ICT equipment for DSIR
- Help end client select telecom services providers as needed according to financial assumptions of ICT Master Plan
- Prepare PQQ, EoI, RFQ cum RFP / tender documents and assist end client / PMNC in bid process management for procurement of ICT sub systems, associated civil works site supervision etc.
- On behalf of end client /PMNC, build and turn out SI’s / procurement contracts
- Help end client / PMNC float RFQ cum RFPs, select SI’s engagement and procurement processes in terms of models such as BOO /BOOT/ SPV/ PPP as to be selected by end client
- Support and guide BOO / BOOT /SPV /PPP model / consortium partners etc. (if such as route is fully or partially decided). This would also include working out detailed criteria for client’s Governance of ICT outsourcing.
- Manage entire supplies of goods

- Test (factory and on site) and commission all the subsystems
- Work out tailored training, operations, and systems admin handbooks etc.
- Impart class room and on the job training until DSIR personnel become confident enough
- Provide detailed knowledge transfer and hand holding to operations DSIR / incumbent until they become confident to run the show of their own
- Work out of operational framework including SLA etc. before transition / Go-Live for all the major ICT sub systems.
- Review and approve phase wise submissions of various sub-system integrators on behalf of client / PMNC.
- Prepare integration architecture for all the systems / subsystems to be integrated
- Review and resolve integration technical disputes
- Review, must value add (especially on latest technologies) and approve systems and site integration QA documentation
- Conduct system integration test that would exercise testing interaction of components (hardware and software) within the defined set of system(s), influenced by architecture including integration strategy and requirement catalogue. It may sometimes include stress testing and joint mission thread testing as called for by the requirements
- Prepare and periodically update site system integration master plan
- Interpret overall ICT needs of Dholera SIR / end client and ensure requirements have been met
- Accept fully tested, compliant, commissioned sub systems and systems on behalf of client
- Submit detailed monthly progress report as per requirement of end client / PMNC
- Prepare presentations, concept notes, awareness programs etc. as desired from time to time by end client / PMNC
- Work out its exit management sub system / system wise. Besides, other things work out post hand over operational standards for service, cost of service, tariffs, structuring, periodicity / need for refreshes etc.
- Any other ICT tasks assigned by end client / PMNC from time to time will be construed part of the scope of this RFQ cum RFP and will not be reimbursed separately. Any set of activities not specifically mentioned in the scope that may be required or decided by client or PMNC from later requirement perspective for the completeness of smart city ICT infrastructure or otherwise needed for successful implementation will be executed free of cost as will be construed as part of scope of the RFQ cum RFP.

5.6 Detailed scope for select infrastructure services purely for illustrative purposes

Part: A Infrastructure Services

5.6.1 Data Centre

The ICT MSI should be responsible for the design, validation, preparation of schedule of tender documents, integration, oversee construction, and installation and testing of the Data Centre in DSIR. The DC (if decided in lieu of cloud computing) shall serve the communications and services needs of the area as designated by the Client.

MSI shall provide necessary inputs to client designated design build agencies and PMNC for building the Data Centre in accordance to the design as approved and

provided by the Client /PMNC. The current OSP design for Dholera SIR recommends having two (2) redundant data centres (DCs) – DC1 and DC2. Both DCs are expected to be built at least to 'Tier-III' DC specifications, in accordance with the relevant Uptime Institute classification. And the MEP infrastructure of both DCs should be completely independent of each other.

The MSI shall provide all the inputs and oversee building the Data Centre area by strictly following TIA-942 & BICSI design guidelines. The ICT MSI shall be responsible for all the data centre facilities, taking into consideration:

5.6.1.1 The internal building factors such as:

- All internal electric power cable routes
- All internal communication cable routes
- The design, size and shape of all PoPs and Data Centre rooms
- The location and size of all risers and closet systems
- The location, size and shape of all satellite closets and wall cabinets
- Any sources of Electromagnetic interference (EMI)
- All likely sources of water flooding or seepage under floor or adjacent to equipment rooms
- All service elevators and their maximum load capacities if adjacent to risers
- Building entry facilities primary and secondary and duct size details
- Raised floors and false ceilings
- Highlight any potentially hazardous areas

5.6.1.2 The external building factors such as:

- The dimensions of all buildings and floor area coverage
- All proposed or existing external communication duct routes
- Coordination of all other planned service routes where applicable
- Interconnecting manholes, tunnels or conduits
- The Telecom Service Providers Entrance Point (if applicable)
- DSIR network entrance points
- Special landscape features etc.
- Depth of site water table
- Physical or legal restrictions

5.6.1.3 Data centre systems such as:

- Access Control
- Air conditioning
- Cooling
- Ventilation
- Drainage
- Plumbing
- BMS and monitoring equipment
- Cable containment
- Video Surveillance
- Building construction
 - Walls
 - Ceiling
 - Steps
 - Ramps

- Raised access floors
- Doors
- Data and control cables
- Electrical power cables
- Electrical equipment
 - Switchgear
 - Power distribution
 - Lighting
 - Etc.
- Equipment racks
- Fire detection and suppression system
- Power generation equipment
- Uninterruptable power supply
- Any other system that is needed to deliver a fully operational Data Centre

5.6.2 The ICT MSI should design and implement the Data Centre's structured cabling system based upon the following design criteria:

5.6.2.1 Have a useful life in excess of 20 years

5.6.2.2 Future-proofed by full Application Assurance Warranty

5.6.2.3 Internationally recognized commercial building cabling standards:

- TIA/EIA-568-C
- ISO 11802-2
- EN 50173 2nd Edition

5.6.2.4 Compliance to TIA-942 guidelines

5.6.2.5 TIA-862

5.6.3 Data Centre Network

5.6.3.1 The ICT MSI shall be responsible for designing and successful installation and commissioning of all the active components of the Data Centre. The active components include the:

- Core
- Aggregation
- Access
- Storage
- Internet Access
- Intranet Access
- Disaster recovery
- Network Management and Security Devices

The design and implementation of the active components of the network shall be in line with the data centre functional requirements as made available by the Client.

5.7 Part B: Integration

5.7.1 The MSI is responsible for the design, overseeing construction and installation and testing of the Command and Control Centre (CCC) in DSIR. The CCC is a master facility providing control and insight into service delivery and service support of multiple offerings which are integrated at this layer. The CCC would be multipurpose and CCCs could be distributed over the city. This is typically supported by the following key elements:

Contact Centre

Data Centre

Recommended design elements for CCC

- 5.7.1.1 The MSI shall be responsible for building a standard centralized command and control centre with the following functional Specifications: These are subject to be adapted to state of the art of technologies.
- 5.7.1.2 Availability: Design a CCC to be as available as the most critical infrastructure Functions being managed. CCC must have continuously available Computer systems, Network connectivity, Power and cooling requirements which is characterized as having essentially zero downtime in any given year.
- 5.7.1.3 Physical location needs:
- Controlled secure environment that is quiet, adjustable lighting, flexible heat.
 - Redundant and fault-tolerant locations and power.
 - Enough workspace to staff the most critical situation. Allow space to reorganize workflow as well.
 - Logical Location and needs
 - Logical location and needs are also an extremely important consideration for CCC establishes a reliable point of presence in the network and infrastructure.
- 5.7.1.4 Sizing
- Secure room preferably with independent access
 - Support staff seats and side area for management and coordination in crisis situations
 - Designated 'War room', if feasible, for emergency situations management and resolution
- 5.7.1.5 Placement: CCC placement must allow growth path for later expansion. This growth area is most commonly populated with cubicles, which can be relocated if the room has to be expanded in the future. The CCC must not be placed adjacent to labs, stairwells, restrooms or other building infrastructure that cannot be moved. Ideally, the CCC will be constructed close to Data Centre
- 5.7.1.6 Shape: Ideally multiple rows space. Shape as per design shown and submitted in the technical section
- 5.7.1.7 Structure: For security reasons, CCC may not possess transparent windows or walls. These areas are vulnerable to both physical intrusion by breaking through the glass and unauthorized personnel having the view to sensitive data.
- 5.7.1.8 Finishing
- Interior finishing shall consist of maintainable static and dust-free surfaces.
 - Walls shall be of painted texture and painted to match existing or those specified by architect in new buildings, preferably a light color to brighten the enclosed space.
 - All interior partitions are to be of full height unless otherwise specified.
 - Partitions / Walls to have sound proof acoustic panels finished with fabric for better sound absorption
- 5.7.1.9 Security: Access into the CCC is controlled by card reader system. Access should be allowed only by authorized official with full business justification

5.7.1.10 Electrical Systems: Electricity supplied to the CCC must be a 100% reliable and continuous source. Ideally the power to CCC is extended from the Data Centre. CCC must be backed up by both UPS and generator.

5.7.1.11 Connectivity: Independent and high available (zero downtime) network as designed by the IT team

5.7.1.12 Mechanical: 7 days-a-week; 24 hour-a-day cooling with independent controls is required in the CCC space.

5.7.1.13 Fire Suppression: It should adhere to standard work space fire-suppression methods.

5.7.1.14 Equipment: Standard equipment requirements such as Desktops, Laptops, IP Voice, PSTN Phone, applications and printers for emergency and crisis management, IP based Interoperability Communications System (IP ICS) and Emergency responders are suggested.

5.7.1.15 Monitoring panel: LCD or Plasma panels as per room size would be wall fixed. Ideally, LCD screens connected through IP network and Digital media server (DMS) to enable staff to use the same as a monitor and/or TV in case of external emergency situation monitoring.

5.7.1.16 Other requirements

- Analyst Storage Area: Storage desk to keep Analyst personal belongings
- Rack space, if feasible for future testing / demo purpose

5.7.1.17 CCC Physical Room Requirements:

The MSI shall be responsible for the CCC physical room requirements. The section below outlines certain but not all key requirements:

- Secured Area
- Room Finishes
- Raised Floor
- Above Raised Floor
- Dropped Ceiling
- Sterile Room
- Fire Safety
- Power Requirements
- Consoles
- Screens and Video Walls
- Display Overview
- Ergonomic Displays
- Edge Blending
- Wall Control Software

5.7.2 General

5.7.2.1 The MSI shall establish a project office in Dholera /Gandhinagar/ Ahmedabad or at any place as asked by Client / PMNC, in order to facilitate coordination with the client for the duration of the assignment on a day-to-day basis. The MSI shall suitably staff and provision the project office at their own cost. The MSI shall be responsible for boarding, lodging and transportation of their personnel deployed at the project office and no additional cost are reimbursable.

5.7.2.2 It should be noted that there are several studies available at this juncture which are based on primary and secondary data for the entire DSIR area. These studies have

covered broad scientific parameters with reference to the ground level consideration. Apart from that, key aspects such as passive ICT Infrastructure, physiochemical, marine, socio economic & bio diversities have been studied in detail and are available in soft and hard format, which shall be examined, while incorporating in the preliminary design or prior to the Detailed design TOR. However, project specific activities may be required based on the detailed ToR designated herewith.

- 5.7.2.3 The MSI shall integrate specific measures for the implementation of a sustainable development apart from those stipulated by government regulations. The measures shall be informed in accordance with Client instructions and Smart Services as planned for DSIR.
- 5.7.2.4 The MSI shall assess the existing planning regulations for ease in implementation of the project. The MSI shall ensure that the project is developed within the overall planning regulations applicable for the site such as SIR ACT 2009, GTPUD ACT 1976, approved GDCR for DSIR, approved town planning scheme, and any other Client specified documentation, report, MSI recommendation, etc.
- 5.7.2.5 The MSI shall identify all the approvals needed and shall complete all the requisite forms and application and submit to PMNC for processing with the authorities.

5.8 Part C: Additional Responsibilities - MSI Services: for the new systems in DSIR throughout the lifecycle of construction.

5.8.1 Additional Responsibilities

The MSI will have to coordinate with design professionals that are thoroughly familiar with the construction of the said infrastructure/ building, such as the MEP consultants or designers. Scaled architects and MEP drawings detailing floor plans and coverage areas must be supplied for full evaluation and final approval, including compliance with standards and installation guidelines.

The MSI shall perform all the Project Management activities necessary for proper planning, management and control of the work of MSI, Contractors and Vendors. Below are some of the typical tasks that are required to be performed by the MSI: Participate in the project kick-off workshop with project stakeholders designated by PMNC. The kick-off workshop shall accomplish the following objectives: a) common understanding of the project goals and objectives b) align the vision and goals of all project participants toward cooperation and project success c) define respective roles and responsibilities and d) agree on the methods of communication and reporting throughout the project duration.

If decided, participate in monthly progress review meetings. The project review format will be provided by PMNC at a later date. The MSI shall also present a Corrective Action Plan if there are any delays or missed milestones.

- 5.8.1.1 Schedule: The MSI shall submit within 30 (thirty) days of Award of work, a detailed schedule for the MSI's scope of work / MSI plan .The schedule should include all the deliverables and key milestones at the top of the schedule.
 - a) All schedules shall be created, maintained and submitted to PMNC in the latest version of Oracle Primavera P6 in an electronic format.
 - b) The MSI shall create and submit an initial Baseline Schedule that will be reviewed and approved by PMNC. Upon approval, the copy of the Baseline will become the first Current Schedule.
 - c) The Current schedule shall be actively updated and maintained by the MSI every month.

- d) All schedules shall follow the Critical Path Method (CPM) of scheduling and shall have meaningful and realistic logical ties and relationships between activities.
 - e) The Primavera P6 schedule file should be updated and submitted at least once a month (preferably first working day of the month).
 - f) Activity durations should be reasonable (typically not more than 30 days duration except for project management tasks, procurement activities for long lead items or any other activity that obviously needs to be of longer duration).
 - g) The MSI shall use only zero or positive total float and lags on all activities in the baseline and all other versions of the schedule.
 - h) A schedule narrative document shall accompany the electronic schedule describing work performed in the past month.
- 5.8.1.2 List the major tasks completed to date and the planned work that will be performed in the upcoming month.
- 5.8.1.3 Prepare and submit a Monthly Progress Report (standard format and template will be provided by PMNC at a later date).
- 5.8.1.4 Payment Application shall be accompanied by monthly progress reports, detailed description of the work performed by the MSI, monthly progress schedule and any other required proof or documentation that clearly validates the payment request for the work performed.
- 5.8.1.5 All payments are subject to timely submission of monthly progress report and the monthly updated electronic schedule file in the required and acceptable format.
- 5.8.1.6 Quality Assurance Plan: The MSI should have a Quality Assurance Plan (QAP) for all design and documentation activities. The QAP should be presented as a separate section in the final report. Information shall be furnished regarding the details of personnel who shall be responsible for carrying out/ preparing and checking/ verifying various activities forming part of this assignment since inception to completion of work. The draft QAP must be discussed and finalized with the PMNC.
- 5.8.2 General
- 5.8.2.1 The MSI will act as an ICT technology consultant every time there is a need for the implementation of a new system, related to smart services.
- 5.8.2.2 Specification Phase:
- Reviewing and validating the design by the contractors to ensure all designs meet and comply with the Services Integration Framework
 - Validating and ensuring all designs meet user requirements and minimum performance level
 - Verifying that the chosen platforms, features and functionality will meet design objectives and comply with local and international regulations and standards
 - Providing best and industry leading practices where appropriate
 - Working closely with the various system contractors to ensure that all systems design will integrate with network infrastructure and each other on network seamlessly
 - Reviewing network loading of planned systems to ensure that sub-systems conform with network specifications

5.8.2.3 Selection Phase

- Reviewing the list of suppliers and vendors and pre-qualifying potential suppliers and vendors for the supply, installation and deployment of the materials specified
- Reviewing and validating the tender evaluation criteria tool containing the criteria and weights for evaluating the tender responses
- Participating in the pre-bid clarification session with all selected and participating vendors, to discuss and clarify the RFQ cum RFP document and to assist in answering any question the vendor(s) may have.
- Participating in the evaluation of the tender response

5.8.2.4 Deployment Phase

In the deployment phase, the MSI shall assist the appointed vendors' with managing the technical aspect for implementing the systems, which include:

- Reviewing and validating appointed vendors' detailed plan
- Ensuring that construction schedule and system implementation schedule match to ensure that pre-requisite systems are available for configuration and testing
- Technical risk and issue logs
- Change management strategy
- Technical integration progress reporting
- Technical Project governance (escalation path)
- Review and validate appointed vendors' QA methodology and plan
- Review and validate appointed vendors' test plan
- Review and validate appointed vendors' training plan
- Review and validate appointed vendors' handover plan
- Operational readiness checklist

Important note - Notwithstanding contrary to any of the specification clauses where multiple clauses for same subject/ requirement describe the specification intent, the sum of all or best of multiple clauses would be deemed to be applicable. The right to decide about sum of all or best of multiple will rest with client / PMNC.

5.9 Deliverables and timeframe

5.9.1 All the deliverables mentioned in this terms of reference but not limited to the following shall be in the form of 05 (five) hard copies + 3 (three) soft copy in MS Word and PDF format for Reports and GIS, AUTOCAD, DWG and PDF formats for drawings and plans.

5.9.2 The list of reports / deliverables for this assignment is as follows: **(TBD)**

The milestone deliverables for 1 year as tabulated here under shall be achieved. Similarly, the milestone deliverables for subsequent years will be issued along with respective work orders in that particular year.

Section 6.
Standard Form of Contract

To Be Updated

STANDARD FORM OF CONTRACT
CONTRACT FOR MSI SERVICES

Between

[Name of client]

[Name of Consultants]

[Date]

DRAFT

I. Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the "Contract") is made on the [Date in words] day of the month of [month] [year in 'yyyy' format], by and between

The Delhi Mumbai Industrial Corridor Development Corporation Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at Room No 341 B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri New Delhi – 110021 India, hereinafter referred to as the "Client" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

and

[Name of Master Systems Integrator and registered address]

(hereinafter called the "Master Systems Integrator")

WHEREAS

- a) The Client has requested the Master Systems Integrator to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- b) The Master Systems Integrator, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract (hereinafter called "GC");
 - b) The Special Conditions of contract (hereinafter called "SC");
 - c) The following Appendices:
 - Appendix A: Instructions Applicants, Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,
 - Appendix B: Work Order for the First Year, Task assignment, work programme, milestones, payment schedule, and schedule for submission of various deliverables
 - Appendix C: Master Systems Integrator', Sub Master Systems Integrator, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel and schedule for submission of various deliverables
 - Appendix D: Approach and methodology
 - Appendix E: Duties of the Client
 - Appendix F: MSI's Fee details linked to quarterly accomplishment of work packages and milestones

Appendix G: "Conformed Document" which incorporates all the changes, modifications and results of the contract negotiations

Appendix H: Copy of Letter of Award

Appendix I: Copy of letter of Award/ acceptance by Applicant

Appendix J: Copy of Bank Guarantee for Performance Security and Insurances

Appendix K: Clarifications

Appendix L: Hours of work for Master Systems Integrator' Personnel

Appendix M: Correspondences

2. The mutual rights and obligations of the Client and the Applicant shall be as set forth in the Contract; in particular:
 - a) The Applicant shall carry out the Services in accordance with the provisions of the Contract;
 - b) The applicant shall perform the Services as detailed in the TOR and each Work Order and Supplementary Work Order, including any services that are reasonably inferable therefrom in accordance with Good Design, and Engineering Practices;
 - c) Client will make payments to the Applicant in accordance with the provisions of the Contract.
3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
 - a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
 - b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
 - c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
 - d) the Appendices shall subject to each of the Contract, SC and the GC
 - e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Applicant

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF DMICDC

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF APPLICANT

[Signature]

[Name]

[Designation]

Witness:

1. [Signature, name and address]

2. [Signature, name and address]

DRAFT

II. General Conditions of Contract

6.1 General provisions

6.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "Client" means the Party named in the Contract, who employs the Applicant;
- d) "Applicant" or "Master Systems Integrator" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GC" means the General Conditions of Contract;
- h) "Government" means the Government of Client's country;
- i) "Local Currency" means the currency of the Government;
- j) "Member", in case the Master Systems Integrator consist of a joint venture of more than one entity, means any of these entities, and " Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the Master Systems Integrator' rights and obligations towards the Client under this Contract;
- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the Applicant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";
- m) "Party" means the Client or the Master Systems Integrator, as the case may be, and Parties means both of them;

- n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Applicant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
 - o) "Personnel" means persons hired by the Master Systems Integrator or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
 - p) "Project" means "[name of assignment]";
 - q) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
 - r) "Services" means the work to be performed by the Master Systems Integrator pursuant to this Contract as described in TOR;
 - s) "Sub-Consultant" means any entity to which the Master Systems Integrator subcontract any part of the Services in accordance with the provisions of this contract; and,
 - t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
 - u) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
 - v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among Master Systems Integrator (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
 - w) "Master Systems Integrator" means the primary consultant / consortium (if applicable) owning the responsibilities and obligations for end to end ICT implementation at DSIR.
- 6.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at New Delhi.
- 6.1.3 Language: This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 6.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 6.1.5 Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.
- 6.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Master Systems Integrator may be taken or executed by the officials in the SC.

- 6.1.7 Taxes and Duties: Unless otherwise specified in the SC, the Applicant, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 6.1.8 Interpretation: In the Contract, unless the context otherwise requires:
- 6.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 6.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- 6.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- 6.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to
- 6.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 6.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed *ejusdem generis* with any foregoing words.
- 6.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 6.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 6.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 6.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:
- a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
 - b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and

- c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

6.2 Commencement, completion, modification and termination of contract

- 6.2.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by all the Parties, or such other later date as may be stated in the SC.
- 6.2.2 Commencement of Services: The Master Systems Integrator shall commence the Services within 15 days of issue of LOA.
- 6.2.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.
- 6.2.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 6.2.5 Force Majeure
 - 6.2.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
 - 6.2.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
 - a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
 - b) has informed the other party as soon as possible about the occurrence of such an event.
 - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
 - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.
 - 6.2.5.3 The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
- 6.2.6 Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 6.2.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Master Systems Integrator shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period

for the purposes of the services and in reactivating the services after the end of such period.

6.3 Abandonment/Suspension

The client may suspend all or part of deliverables of particular year work order by notice of 60 days to the Applicant who shall immediately make arrangements to stop the services until further notification. If at any time the client wishes to resume the MSI / Consultant to start services, such notice shall be provided giving 30 days prior.

6.4 Termination

6.4.1 By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Master Systems Integrator, to be given after the occurrence of any of the events specified in this clause:

- i. if the Master Systems Integrator do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- ii. within thirty (30) days, if the Master Systems Integrator become insolvent or bankrupt;
- iii. if, as the result of Force Majeure, the Master Systems Integrator are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- iv. within thirty (30) days, if the Applicant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- v. within thirty (30) days, if the Applicant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Applicant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- vi. within thirty (30) days, if the Applicant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- vii. if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.

6.4.2 By the Master Systems Integrator: The Master Systems Integrator may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:

- i. if the Client fails to pay any money due to the Master Systems Integrator pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Master Systems Integrator that such payment is overdue ; or
- ii. if, as the result of Force Majeure, the Applicant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

6.4.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii)

the Applicant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law.

- 6.4.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Applicant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Applicant and equipment and materials furnished by the Client, the Applicant shall handover all project documents under procedure described in this contract.
- 6.4.5 Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Master Systems Integrator:
- i. Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
 - ii. If the Contract is terminated pursuant to Clause 6.4.1i, ii, iv, v or vi, the Applicant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The Applicant will be required to pay any such liquidated damages to Client within 30 days of termination date.
- 6.4.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.5 Obligations of the Master Systems Integrator

- 6.5.1 General: The Master Systems Integrator shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Master Systems Integrator shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultant or third parties. Since the Delhi Mumbai Industrial Corridor project is to be implemented as a joint venture between State Government and DMICDC, any State Government agency as appointed by the State Government is to be continuously consulted, besides the Client, as a major stakeholder in the Project.
- 6.5.2 Conflict of interest
- 6.5.2.1 Master Systems Integrator Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Master Systems Integrator pursuant to relevant clauses hereof shall constitute the Applicant's sole remuneration in connection with this Contract or the Services, and the Master Systems Integrator shall not accept for their own benefit any trade commission, discount or similar payment in connection with

activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Master Systems Integrator shall use their best efforts to ensure that the Personnel, any Sub-Consultant and agents of either of them, similarly shall not receive any such additional remuneration.

- 6.5.2.2 Master Systems Integrator and Affiliates Not to Engage in Certain Activities: The Master Systems Integrator agree that, during the term of this Contract and after its termination, the Master Systems Integrator and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.
- 6.5.2.3 Prohibition of Conflicting Activities: Neither the Master Systems Integrator nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
 - b) after the termination of this Contract, such other activities as may be specified in the SC.
- 6.5.3 Confidentiality: The Master Systems Integrator, their Sub-Consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 6.5.4 Applicant's Actions Requiring Client's Prior Approval: The Master Systems Integrator shall obtain the Client's prior approval in writing before taking any of the following actions:
- i. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the MSI / Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Applicant with particulars (name, financial & technical background, sub-Consultancy fee) of the sub-consultant.
 - ii. appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
 - iii. any other action that may be specified in the SC.
- 6.5.5 Reporting Obligations: The Master Systems Integrator shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.
- 6.5.6 Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Master Systems Integrator pursuant to this contract shall become and remain the property of the Client, and the Master Systems Integrator shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Master Systems Integrator may retain a copy of such documents and software.

Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

6.5.7 Liability of the Master Systems Integrator: Subject to additional provisions, if any, set forth in the SC, the Master Systems Integrator' liability under this Contract shall be as provided by the Applicable Law.

6.5.8 Insurance to be taken out by the Master Systems Integrator: The Master Systems Integrator (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Applicant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Applicant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Applicant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Master Systems Integrator, and the Master Systems Integrator shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Applicant and the Applicant shall procure an undertaking from the insurance company in this regard.

6.6 Applicants' personnel

6.6.1 Description of Personnel

6.6.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Master Systems Integrator' core team are described in this contract. The core team are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Master Systems Integrator, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.

6.6.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Master Systems Integrator by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

6.6.2 Removal and/or Replacement of Key Personnel

6.6.2.1 The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Applicant and the concerned Key Personnel. If, for any reason beyond the reasonable control of the Master Systems Integrator, it becomes necessary to replace any of the Key Personnel, the Master Systems Integrator shall forthwith provide as a replacement a person of equivalent or better qualifications to the satisfaction of the Authority. In case of a critical vacancy, the Applicant shall provide a temporary resource for no more than 6 (six) months. Without prejudice to the foregoing, substitution of one Key

Personnel shall be permitted subject to reduction of remuneration equal to 10 (ten) percent of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 20 (twenty) percent of the total remuneration specified for the Key Personnel who is proposed to be substituted

- 6.6.2.2 If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Master Systems Integrator shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- 6.6.2.3 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Master Systems Integrator may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Master Systems Integrator shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

6.7 Obligations of the client

- 6.7.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Master Systems Integrator, Sub-consultants and Personnel with work permits and such other documents as necessary to enable the Master Systems Integrator, Sub consultants or Personnel to perform the Services:
- 6.7.1.1 assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- 6.7.1.2 facilitate prompt clearance through customs of any property required for the Services;
- 6.7.1.3 issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- 6.7.2 Access to land: The Client warrants that the Master Systems Integrator shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

6.8 Payments to the Master Systems Integrator

- 6.8.1 Payment terms: The Master Systems Integrator total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Applicant in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.
- 6.8.2 No payment shall become eligible for the next stage until the Applicant completes to the satisfaction of the Client the work pertaining to the preceding stage.

- 6.8.3 Currency: The price is payable in local currency i.e. Indian Rupees.
- 6.8.4 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

6.9 Settlement of disputes

- 6.9.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 6.9.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

6.10 Responsibility for accuracy of project documents

6.10.1 General

- 6.10.1.1 The Applicant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Applicant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.
- 6.10.1.2 The Applicant shall be fully responsible for the accuracy of plans and drawings. The Applicant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Master Systems Integrator.

6.11 Liquidated damages

If the selected Applicant fails to complete a deliverable within the period specified under the Contract the Applicant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1 (one) percent of the fee associated/ linked with the deliverable, for each week's delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10 (ten) percent of the fee associated with the deliverable.

6.12 Representation, warranties and disclaimer

- 6.12.1 The Applicant represents and warrants to the Client that:
- 6.12.1.1 it is duly organised, validly existing and in good standing under the applicable laws of its Country;
- 6.12.1.2 it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- 6.12.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- 6.12.1.4 it has the financial standing and capacity to undertake the Project;
- 6.12.1.5 this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

- 6.12.1.6 it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 6.12.1.7 there are no actions, suits, proceedings, or investigations pending or, to the Applicant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Applicant under this Contract or materially affect the discharge by the Applicant of its obligations under the Contract.
- 6.12.1.8 no representation or warranty by the Applicant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- 6.12.1.9 no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Applicant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

6.13 Miscellaneous

6.13.1 Assignment and Charges

6.13.1.1 The Contract shall not be assigned by the Applicant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

6.13.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

6.13.2 Indemnity: The Applicant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Applicant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Applicant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Applicant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Applicant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

6.13.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.

6.13.4 Waiver

6.13.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
 - ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - iii. shall not affect the validity or enforceability of the Contract in any manner.
- 6.13.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.
- 6.13.5 Survival: Termination of the Contract (a) shall not relieve the Applicant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- 6.13.6 Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 6.13.7 Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 6.13.8 No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 6.13.9 Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.
- 6.13.10 Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 6.13.11 Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of

understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

6.13.12 Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract

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III. Special Conditions of Contract

6.14 The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

Agreement to Override Other Agreements:

- 6.14.1 The Contract Price payable in INR is -----
- 6.14.2 The Member in-charge is [name of MSI / consultant].
- 6.14.3 The language is English.
- 6.14.4 The client address is [name, designation, telephone, facsimile, address].
- 6.14.5 The MSI / consultant address is [name, designation, telephone, facsimile, address].
- 6.14.6 The Authorized Representative for the client is [name, designation].
- 6.14.7 The Authorized Representative for the MSI / consultant is [name, designation].
- 6.14.8 For domestic consultants/personnel and overseas consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by DMICDC only service tax over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.
- 6.14.9 The date on which this Contract will come into effect is [date].
- 6.14.10 The duration of assignment shall be ----- months with option to extend with mutual written agreement. **During hand holding and** assistance period no permanent deployment of Key staff is required, however, they are expected to remain available for meetings and discussions as and when called during the stated period.
- 6.14.11 The initial term of the Contract shall, unless terminated earlier, expire on the date that is one (1) year from the Effective Date ("First Year"). The Applicant agrees and acknowledges that the Client may at its sole discretion, not less than thirty (30) days prior to the end of the First Year or each Subsequent Year, as applicable, notify the Consultant of an extension of the term of this Contract in which event the term of the Contract shall be automatically extended by a further period of one (1) year, in which event the Consultant shall perform the Services at the rates stipulated hereunder and subject to the terms and conditions set forth in this Contract. Such right of automatic year by year extension at the Client's option may be exercised not beyond an aggregate term of five (5) years (taking into account the First Year). "Subsequent Year" shall mean each period of one (1) year commencing from the first anniversary of the Effective Date. The Consultant agrees and acknowledges that in the event the deliverables scheduled for completion in the First Year or a Subsequent Year, as the case may be, are not completed within such year, the Client may, without prejudice to its rights and remedies under this Contract and under law, extend the period of this Contract solely with respect to such deliverables; however any such extension of this Contract in respect of any pending deliverables shall not ipso facto entitle the Applicant to be granted a Work Order or Supplementary Work Order in respect of any other Services..

6.14.12 Limitation of the Consultants' Liability towards the Client

- a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
 - i. for any indirect or consequential loss or damage; and
 - ii. For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.
- b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

6.14.13 Risks and coverage

1. Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
2. Third Party liability insurance with a minimum coverage, for Rs.1,00,00,000/- (Rupees one crore) for the period of consultancy.
3. Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.
4. Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
5. Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

6.14.14 Consultancy fee will be paid in accordance with the following milestone base payment schedule:

TBD

S.No.	Milestone	Payment (in percentage of total fee)
1.		
2.		
3.		
4.		
.		
.		
.		

Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables. However, the final payment on achievement of all milestones shall be made within 75 days of receipt of invoice by the Client. .

6.14.15 Performance security

- i. The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this contract, in an amount equal 5 (five) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Contract is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 5 (five) percent of the total cost of Financial Proposal under this Assignment.
- ii. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Contract and the other Members.}
- iii. The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of twelve (12) months from the date of submission of the last deliverable under this Contract. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consultant of its obligations under this Contract until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Contract, the Client will refund to the Consultant the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in which case only the balance amount remaining will be returned to the Consultant; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement

thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of twelve (12) months from the date of submission of the last deliverable under this Contract.

- iv. The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
- a. the Consultant becomes liable to pay liquidated damages;
 - b. occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 6.3.1 of the GCC;
 - c. any material breach of the terms hereof; and/or
 - d. without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

6.14.16 Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ cum RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

Annexure A: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s Delhi Mumbai Industrial Corridor Development Corporation Limited (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand and or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.