



Request for Proposal For

Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device for Indore Smart City Development Limited (ISCDL)

NIT Number: 05/ISCDL/Project/17-18, dated 26-04-2017

Indore Smart City Development Limited, Indore
107-109, Palika Plaza Phase II, M.T.H. Compound, INDORE,
Madhya Pradesh, 452007
Ph. No.: 0731-2535572; E-mail: smartcityindore16@gmail.com
CIN: U75100MP2016SGC035528; Website:
www.smartcityindore.org



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NOTICE INVITING TENDER

NIT No. 05/ISCDL/Project/17-18

Date: 26/04/2017

Indore Smart City Development Limited (ISCDL) invites online bids from eligible bidders through www.mpeproc.gov.in for “Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device for Indore Smart City Development Limited”.

The details are as under.

Sr.No.	Event's Name	Information
1.	Estimated Cost of the work	Rs. 13,00,000 (Rupees Thirteen Lakhs Only)
2.	Tender document Fee	Rs. 2,000 (Rupees Two Thousand Only) through Online e-Tendering Payment Gateway only
3.	Earnest Money Deposit (EMD)	Rs. 26,000 (Rupees Twenty Six Thousand Only)
4.	Last date for sending pre-bid queries	4 th May, 2017 till 17:00 hrs. at smartcityindore16@gmail.com
5.	Date, Time & Place of Pre-bid Meeting	5 th May 2017 at 15:00 hrs. Venue: Indore Smart City Development Limited, 107-109 Palika Plaza, Phase-II, MTH Compound, Indore (M.P) 452007
6.	Last date for Online Purchase of Tender Document	12 th May 2017 till 17:30 hrs.
7.	Last date of Online Submission of Bids	13 th May 2017 till 17:30 hrs.
8.	Last date of EMD + Hard Copy (Pre-Qualification and Technical Proposal) Submission of Bids	16 th May 2017 till 15:00 hrs.
9.	Date & Time for Opening of Pre-Qualification and Technical Proposal	16 th May 2017 at 16:00 hrs.
10.	Date & Time for Opening of Financial Proposals	Will be intimated later to the technically qualified bidders
11.	Project Award Criteria	Through a Quality and Cost Based Selection (QCBS) process (80:20)

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Chief Executive Officer
Indore Smart City Development Limited

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DISCLAIMER

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder JV or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



Definition of Terms

1. **Agreement/Contract** means; the Contract entered into by the parties with the entire documentation specified in the RFP.
2. **Applicable Law(s)** means; any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
3. **Authority** means; the Indore Smart City Development Limited. The project shall be executed in Indore and shall be owned by Indore Municipal Corporation.
4. **Contract Value** means; the price payable to the successful bidder under this Contract for the full and proper performance of its contractual obligations
5. **Document** means; any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
6. **Service level agreement (SLA)** is the service level and performance commitment of a Master System Integrator to AUTHORITY that defines the performance output and availability of the deliveries and installations under this RFP Requirements.
7. **OEM** means; the Original Equipment Manufacturer of any equipment / system / software / product which are providing such goods to the AUTHORITY under the scope of the RFP.
8. **Services** means; the work to be performed by the successful bidder pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the AUTHORITY.

Instructions to Bidders

1. Instruction to Bidders

1.1. General Information and Guidelines

1.1.1. Purpose

AUTHORITY seeks the services of a reputed company, for “Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device for Indore Smart City Development Limited (ISCDL)”. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in [Section 2.0](#) of this RFP document.

1.1.2. Consortium & Subcontracting

Consortium and Subcontracting is not allowed.

1.1.3. Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

1.1.4. Proposal Preparation Costs

- 1 The bidder shall submit the bid at its cost and expense. AUTHORITY shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over AUTHORITY.
- 2 All materials submitted by the bidder shall be the absolute property of AUTHORITY and no copyright etc. shall be entertained by AUTHORITY.

1.1.5. Pre-bid Meeting and Queries

1. AUTHORITY will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. **The representatives, limited to 2**, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.
2. All Bidder shall e-mail their queries to smartcityindore16@gmail.com in the form and manner as prescribed in **Error! Hyperlink reference not valid.**5. The response to the queries will be published on www.mpeproc.gov.in. No telephonic / queries will be entertained thereafter. This response of AUTHORITY shall become integral part of RFP document. AUTHORITY shall not make any warranty as to the accuracy and completeness of responses.
3. AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any

clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification.

4. AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.

1.1.6. Amendment of RFP Document

- 1 All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
- 2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. AUTHORITY also reserves the right to amend the dates mentioned in this RFP.

1.1.7. Supplementary Information to the RFP

If AUTHORITY deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

1.1.8. ISCDL's Right to Terminate the Process

AUTHORITY may terminate the RFP process at any time and without assigning any reason. AUTHORITY reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

1.1.9. Site Visit and Verification of Information

- a) The Bidders are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

1.2. Key Requirements of the Bid

1.2.1. RFP Document/Tender Fee

RFP can be downloaded from the website www.mpeproc.gov.in. RFP Document Fee of Rs. 2,000 (Rupees Two Thousand Only) shall be paid through Online e-Tendering Payment Gateway only. The RFP document fee shall be non-refundable.

1.2.2. Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a Bidder is required submit EMD of Rs. 26,000 (Rupees Twenty Six Thousand Only) in the form of DD / FDR / eFDR issued by any nationalized / scheduled commercial bank in favour of “Executive Director, ISCDL”, payable at Indore.
- 2 Unsuccessful Bidders’ EMD will be returned after award of the contract and signing of the contract agreement. The EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee (for an amount equal to 10% of Total Contract Value) in the format provided in [Annexure 8](#) of the RFP.
- 3 No interest will be paid by AUTHORITY on the EMD amount.
- 4 The Bid submitted without EMD will be summarily rejected.
- 5 The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions of this RFP.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then AUTHORITY shall reject the bid and, if necessary, initiate action.
- 6 The decision of AUTHORITY regarding forfeiture of the EMD shall be final and binding upon all the bidders.

1.3. Bid Submission Instructions

1.3.1. Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

1.3.2. Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in three cover system. Hard copy submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Cover 1	Proof of submission of RFP Document Fee and Scanned copy of EMD

Particulars	Instructions
Cover 2: Pre-Qualification Proposal	<p>The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 1 of the RFP</p> <p>Pre-Qualification Proposal should be submitted through online bid submission process and also in Hard Copy as per mentioned in the NIT.</p>
Cover 3: Technical Proposal	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in in Annexure 2 of the RFP</p> <p>Technical Proposal should be submitted through online bid submission process and also in Hard Copy as per mentioned in the NIT.</p>
Financial Proposal	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in Annexure 3 of the RFP.</p> <p>Financial Proposal should be submitted online only.</p>

Note: AUTHORITY will conduct the bid evaluation based on documents submitted through online e-tendering portal.

2. The following points shall be kept in mind for submission of bids;

- a. AUTHORITY shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract, without any exclusions / omissions / exceptions.
- c. AUTHORITY may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- d. Technical Proposal shall not contain any financial information.
- e. If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.4.5](#) of this RFP, the technical and financial proposals of the Bidder shall not be opened. Similarly, if the Bidder does

not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.

- f. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which AUTHORITY reserves the right to reject the proposal.

1.3.3. Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the date of submission of the bid.

1.3.4. Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

1.3.5. Non-conforming Bids

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

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

1.3.6. Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at AUTHORITY's discretion.

1.3.7. Authentication of Bid

- a) Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- b) The Bidder should submit a Power of Attorney as per the format set forth in [Annexure 6](#), authorising the signatory of the Bid to commit on behalf of the Bidder.

1.3.8. Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.4. Evaluation Process

- a. AUTHORITY will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b. The BEC constituted by AUTHORITY shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d. The BEC may seek clarifications from any bidder, as necessary proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.4.1. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. AUTHORITY reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 - RFP Document fee & Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal
 - Stage 2 - Financial Proposal (online)
- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the Tender Notice in the RFP Volume I. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for AUTHORITY, the bids shall be opened at the same time and location on the next working day.

In addition to that, if there representative of the Bidder remains absent, AUTHORITY will continue process and open the bids of the all bidders.

- f. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order.

1.4.2. Evaluation of Pre-Qualification Proposals

- a) Authority shall open Cover 1 marked "RFP Document Fee and Earnest Money Deposit (EMD)". If the contents of the **Cover 1** are as per requirements of the RFP, AUTHORITY shall open **Cover 2** marked "Pre-Qualification Proposal". ***Each of the Pre-Qualification condition mentioned in [Section 1.4.5 of the RFP is MANDATORY](#).*** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Pre-Qualification proposal **MUST** contain all the documents in compliance with instructions given in the [Annexure 1](#).
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in [Section 1.4.5](#) of the RFP.

1.4.3. Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

- a) Bidders' technical proposals will be evaluated as per the requirements and guidelines specified in the [Annexure 2](#) and technical evaluation criteria as mentioned in [Section 1.4.6](#) of the RFP.
- b) Bidders shall make the technical presentation and showcase proposed products to Authority as per the agenda mentioned in [Section 1.4.6](#) of the RFP.
- c) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 1.4.6 of the RFP). In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy) points.
- d) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all others components) as required for technical evaluation.
- e) AUTHORITY shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

1.4.4. Financial Proposal Evaluation

- a) All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
- b) Financial Proposals for the technically qualified bidders will then be opened on the notified date and time.
- c) Financial Proposals that are not meeting the condition mentioned in [Annexure 3](#) shall be liable for rejection.
- d) Total Cost of Bid (TCB) shall be calculated based on the financial format given in [Annexure 3.2](#) of the RFP.
- e) If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected at the sole discretion of AUTHORITY.

1.4.5. Pre-Qualification Criteria

Each bidder shall meet the following prequalification criteria:

S. No.	Basic Requirement	Specific Requirements	Documents Required
PQ1	Legal Entity	The Bidder should be a registered company under Companies Act, 1956/2013 or Partnership firm or Sole proprietorship, and should be existence in last 3 (Three) years in India as on bid submission date.	In case of partnership firms/Sole proprietorship, a scanned copy of the partnership or sole proprietorship agreement, else general power of Attorney (GPA) duly attested by a Notary Public furnished on stamped paper duly signed or affirmed by all the partners admitting execution of the partnership agreement or in case of proprietorship GPA duly affirmed by proprietor. In case of registered company, copy of the certificate of registration of firm should be enclosed.

S. No.	Basic Requirement	Specific Requirements	Documents Required
PQ2	Turnover	The Bidder should have average annual Turnover of Rs. 2 Crore for last 3 audited financial years (2013-14, 2014-15, 2015-16).	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor
PQ3	Experience	The Bidder should have successfully supplied and implemented at least 3 (Three) AADHAAR based biometric attendance system projects for Central / State Government / PSU / ULB organization in India with the project cost not less than Rs. 5 Lakhs each in last 2 (Two) financial years (FY 2013-14, 2014-15 and 2015-16).	<ul style="list-style-type: none"> • Copy of Work Order with Completion Certificate
PQ5	Blacklisting	The Bidder should not have been blacklisted by any Central / State Government / PSU / ULB in India or similar agencies globally for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	<ul style="list-style-type: none"> • Undertaking by the authorized signatory as per the format given as Annexure 4
PQ6	Certifications	The Bidder should have a valid ISO 9001:2008 or similar quality certification.	<ul style="list-style-type: none"> • Valid Copy of certificates

1.4.6. Technical Evaluation Criteria

Sr. No.	Evaluation Criteria	Points
TQ.1.0	Company Profile	20
TQ1.1	The Bidder should have average annual Turnover of Rs. 2 Crore for last 3 audited financial years (2013-14, 2014-15, 2015-16).	
	Above Rs. 5 Crore	20
	Between Rs. 3 Crore – Rs. 5 Crore	15
	Between Rs. 2 Crore – Rs. 3 Crore	10

Sr. No.	Evaluation Criteria	Points
TQ2.0	Relevant Experience	60
TQ2.1	The Bidder should have successfully supplied and implemented at least 3 (Three) AADHAAR based biometric attendance system projects for Central / State Government / PSU / ULB organization in India with the project cost not less than Rs. 5 Lakhs each in last 2 (Two) financial years (FY 2013-14, 2014-15 and 2015-16). (3 Projects = 20 marks, : with every additional project = 2.5 marks, maximum 10 marks)	30
TQ 2.2.	The Bidder should have successfully delivered at least one project with minimum 25 AADHAAR Based Biometric Devices for Central Govt. / State Govt. / PSU / ULB organizations in India in last 3 (Three) financial years (FY 2013-14, 2014-15 and 2015-16).	30
	>45 AADHAAR Based Biometric Devices	30
	>35 to 45 AADHAAR Based Biometric Devices	20
	>= 25 to 35 AADHAAR Based Biometric Devices	15
TQ 3.0	Live Demonstration	20
TQ 3.1	AADHAAR Based Biometric Attendance Device (20 Marks)	To be awarded by Bid Evaluation Committee
	Total	100

Bidder(s) will be called for the demonstration of the proposed system at ISCDL.

1.4.7. Eligible Goods and Services, and OEM Criteria

- a. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- b. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- c. The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project as [Annexure 2.4](#) in the RFP

- d. The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- e. **Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the proposal by the Bidder.**

1.5. Award of Contract

1.5.1. Award Criteria

1. 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. Omissions, if any, in costing of any item shall not entitle the Bidder 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 Bidder. The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable. 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:

$$Sf = 100 \times Fm/F;$$

In which Sf is the financial score, Fm 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 (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical and Financial Proposal that will be **80:20**.

2. AUTHORITY reserves the right to further negotiate the prices quoted by the successful bidder.
3. Bidder achieving the highest combined technical and financial score will be considered to be the successful bidder and will be issued the Letter of Acceptance (LoA).
4. If there is more than one bidder achieving (combined technical and financial score) the equal score, AUTHORITY reserves the right to select the Bidder(s) and that will be binding on all bidders.

1.5.2. Letter of Acceptance

Prior to the expiration of the period of bid validity, AUTHORITY will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, AUTHORITY will promptly notify each unsuccessful bidder.

1.5.3. Signing of Contract

AUTHORITY shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with AUTHORITY within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by AUTHORITY

1.5.4. Failure to Agree With the Terms & Conditions of the RFP / Contract

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may invite the next best bidder for negotiations or may call for fresh RFP.

1.5.5. ISCDL's Right to Accept any Bid and to Reject any or All Bids

AUTHORITY reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AUTHORITY's action.

1.6. Performance Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 10% of contract value to AUTHORITY.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in [Annexure 8](#), payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid only up to the completion of the period of 'Go- Live' + 36 months for the project.
- e) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- f) In the event of the Bidder being unable to service the contract for whatever reason AUTHORITY would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

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

1.7. Right to Vary Quantity

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

1.8. Warranty & Maintenance

- a) Successful Bidder shall also provide complete maintenance support for all supplied hardware and other components as outlined in this RFP for a period of 36 months from the date of **Go-Live**.
- b) During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- c) AUTHORITY or designated representatives of the bidder shall promptly notify Successful Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful Bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to AUTHORITY and within time specified and acceptable to AUTHORITY.
- d) If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, AUTHORITY may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which AUTHORITY may have against the bidder under the contract.

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

The Successful Bidder hereby warrants AUTHORITY that:

- The supplied H/w & S/w meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- The proposed H/w & S/w shall achieve parameters delineated in the technical specification/requirement.
- The Successful bidder shall be responsible for warranty & maintenance services from licensors of products included in the systems.
- The Successful bidder shall ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty and maintenance period.



Scope of Work

2. Scope of Work

- a) Supply, Installation, Commissioning & Maintenance of AADHAAR based biometrics attendance system at specified locations of the subordinate IMC premises. (Indicative location-wise list of AADHAAR based biometric attendance system is given in Annexure 9).
- b) Provide necessary support in integration with www.attendance.gov.in portal and IMC's salary processing system (i.e. eNagarPalika & Elbiz).
- c) Provide necessary support for registration of IMC & ISCDL employees on NIC attendance portal.
- d) Provide training to end users
- e) Provide post-implementation on-site support and comprehensive warranty for 3 (Three) years for the supplied items.

2.1. General Requirement

- a) Deploy and run suitable Human- Machine Interface (The Human-Machine Interface shall be developed using ISO 9241: Ergonomics of System Interaction guidelines.) for the process requirements of AADHAAR based biometrics attendance monitoring and management system.
- b) Enable an enrolled user to punch the Employee ID/ AADHAAR and submit the biometric fingerprint for time stamping, verification by Unique Identification Authority of India-CIDR.
- c) The system shall not store any biometric signatures locally except during transaction. Once the transaction has concluded all biometric data captured shall be purged.
- d) Independent Client Systems (ICS) shall immediately, on completion of the transaction, transmit the data to NIC's Biometric Attendance Management System. The process of submission shall be initiated by Independent Client Systems and responded by an appropriate listener at the server side.

2.2. Technical Specifications of AADHAAR Based Biometric Attendance Device

S No	Description	Specification
1.	Type	Wall mounted terminals
2.	Processor	1.0 GHz Quad Core or better
3.	Display	At least 7 inch display or better
4.	Memory	8GB
5.		RAM - 1 GB or higher
6.	Connectivity	Wi-Fi 802.11 b/g/n
7.		Bluetooth v4.0

S No	Description	Specification
8.		One Micro USB v2.0 Port and one round pin charger connector. (Any other arrangement fulfilling charging of device while USB port is in use for data connectivity is also acceptable.)
9.		SIM Card Support Security 3DES with 2G & 3G support or better
10	Operating System	OS - Android 5 or higher
11	Location Technology	GPS/AGPS
12	Battery	2500 mAH or higher
13	Screen Guard	To be provided with clear finish screen guard
14	Biometric Sensor Certification	STQC / UIDAI Certified
15	Response time	<6 Seconds for an authentication transaction in Client-Server environment.
16	Application compatibility	The device should be compatible with NIC attendance application (www.attendance.gov.in). The proposed device drivers preferably be integrated with NIC attendance application as on the date of submission of bid and the proof of the same shall be submitted. However, If the same is not already integrated with NIC attendance application, Bidder should test the proposed device with NIC attendance application and should submit the report/Mail confirmation from NIC with the proposal, failing which bid will not be considered for further evaluation.
17	Other	The fingerprint scanner should be ergonomically placed to support ease of usage for biometric attendance in standing posture of the users
18	Enclosure ingress protection	IP54 or better
19	Warranty	3 years Comprehensive Warranty

2.3. Operation and Maintenance for 3 (Three) years

1. Once the systems have been commissioned, the successful bidder shall maintain supplied items for the period of 3 (Three) years.
2. The extension of the Operation and Maintenance contract after 3 (Three) years shall be based on the performance of the successful bidder and there shall be an annual increase which will be mutually agreed on the existing Operation and Maintenance cost for next 2 years. However, AUTHORITY reserves the right to extend the O&M contract based on the mutual agreement between the successful bidder and the AUTHORITY.
 - A. It shall involve but not limited to the following activities;
 - i. Ensure the desired functioning of the Interface / integration
 - ii. Software installation and testing whenever required
 - iii. Provide technical support on system parameters and requirement of AUTHORITY

- iv. Provide handholding support and training services as part of the post implementation services, on a scheduled basis as well as on a need basis.
- B. The comprehensive maintenance and warranty of hardware shall include following but not limited to these;
- i. In case of failure, the Successful bidder needs to repair or replace the faulty part/component/device to restore the services at the earliest.
 - ii. The cost of the repairing or replacement of faulty part/component/device has to be entirely born by the Successful bidder.
 - iii. All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Successful bidder as part of comprehensive maintenance.
 - iv. The Successful bidder also needs to make alternate arrangement in case of major failure happens in the H/w or S/w, due to which services may be effecting for longer period.
 - v. After repairing or replacement of the part/component/device, the Successful bidder needs to put the same into operation.

Note - No extra cost shall be remunerated by AUTHORITY on account of such operations & maintenance activities mentioned herein above



3

General Conditions of Contract (GCC)

3. General Conditions of Contract (GCC)

3.1. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India

3.2. Project Implementation Schedule, Deliverables and Payment Terms

3.2.1. Deliverables & Payment Schedule

The payment of during Go-Live shall be strictly on project milestone basis as per actuals based on the details provided in the table provided below. The payment shall be released on successful completion of various deliverables to the satisfaction of AUTHORITY as **percentage (%) of the total contract value**.

T = Signing of Contract

S No	Key Deliverables	Timelines	Payment Milestones*
1	Supply, Installation, and Commissioning of AADHAAR based biometric devices and integration with NIC Portal and IMC Salary Processing System	T + 3 Weeks	50%
2	Training (including fixes of any gaps/issues) & Go-Live (G)	T + 4 Weeks	30%
3	Operation & Maintenance for the period of 3 Years	G + 36 Months	Remaining 20% will be paid in equal quarterly installments spread across 3 years Post Go-Live.

3.2.2. Payment Terms

- No advance payment shall be made.
- The Bidder's request(s) for payment shall be made to the AUTHORITY in writing, accompanied by an invoice describing, as appropriate, services completed. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.
- 80% (Eighty percent) payment of the total project cost shall be released within 30 days from the date of satisfactory delivery, installation, commissioning, training and inspection of all material at AUTHORITY's premises and other respective offices. Remaining 20% (Twenty percent) of capital cost shall be released in 12 equated quarterly instalments.
- Remaining amount shall be released in 12 equated quarterly instalments only after certification by designated AUTHORITY officer. For the processing of the quarterly payment in O & M phase,

the Successful Bidder shall submit the invoice along with the details of incidents handled in the particular period.

5. Payments shall be made promptly by the AUTHORITY within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality inspection and verification by the AUTHORITY's Official of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications.
6. Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of bidder.
7. All remittance charges shall be borne by the Successful Bidder.
8. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
9. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
10. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations
11. It is the responsibility of the bidders to quote for and provide all the H/w and S/w for meeting all the requirements of the RFP. In case during evaluation, it is found that certain H/w or S/w which is critical for meeting the requirement of this RFP and has not been quoted as part of Bill of material (BoM), the bid can be rejected as non-responsive. Additionally, if after the award of contract, it is felt that additional H/w or S/w are required for meeting the RFP requirement and the same has not been quoted by the Successful Bidder, the Successful Bidder shall provide all such additional H/w or S/w at no additional cost to AUTHORITY.

3.3. Confidential Information

- a) AUTHORITY and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Successful Bidder shall not use the documents, data, and other information received from AUTHORITY for any purpose other than the services required for the performance of the Contract.

3.4. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the submission for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated,

or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

3.5. Force Majeure

- a) The Successful Bidder shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of AUTHORITY in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Successful Bidder shall promptly notify AUTHORITY in writing of such condition and the cause thereof. Unless otherwise directed by AUTHORITY in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.6. Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 3.6 (2) shall become applicable.

2. Arbitration:

- a) In the case of dispute arising, upon or in relation to, or in connection with the contract between AUTHORITY and the Successful Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the AUTHORITY and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the CEO, ISCDL. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- b) Arbitration proceedings shall be held in Indore, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by AUTHORITY and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

3.7. Extensions of Time

1. If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify AUTHORITY in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, AUTHORITY shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.
2. Delay by the Successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in AUTHORITY, unless an extension of time is agreed mutually.

3.8. Termination

1. AUTHORITY may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (11) of this GCC Clause 3.8. In such an occurrence, AUTHORITY shall give a not less than 30 days' written notice of termination to the Successful Bidder.
2. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within 30 (Thirty) days after being notified or within any further period as AUTHORITY may have subsequently approved in writing.
3. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If, in the judgment of AUTHORITY has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
6. If the Successful Bidder submits to the AUTHORITY a false statement which has a material effect on the rights, obligations or interests of AUTHORITY.

7. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to AUTHORITY.
8. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, AUTHORITY may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. AUTHORITY may decide to give one chance to the Successful Bidder to improve the quality of the services.
9. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
10. If AUTHORITY, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
11. In the event AUTHORITY terminates the Contract in whole or in part, pursuant to GCC Clause 3.8, AUTHORITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to AUTHORITY for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

3.9. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 3.8, the AUTHORITY shall make the following payments to the Successful Bidder:

- a) If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.8 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the AUTHORITY may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the AUTHORITY. Applicable under such circumstances, upon termination, the AUTHORITY may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to AUTHORITY within 30 days of termination date.

3.10. Assignment

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, AUTHORITY, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

3.11. Service Level Agreement

1. The service levels to be established for the Services offered by the Successful Bidder to the AUTHORITY. The Successful Bidder shall monitor and maintain the stated service levels to provide quality service to the AUTHORITY.
2. The SLAs may be reviewed on quarterly basis as the AUTHORITY decides after taking the advice of the Successful Bidder and other agencies. All the changes shall be made by the AUTHORITY in consultation with the Successful Bidder.
3. In case of failure to complete the work/supply in time the penalty shall be levied @ 2% per week or part thereof of the total project cost subject to maximum of 10% of the total project cost. If the total Penalty exceeds beyond 10%, it would be considered as non-conformance to the Quality of Services and may lead to termination of the Contract and AUTHORITY may on their sole discretion cancel the order.
4. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point of time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the AUTHORITY or an agency designated by them, then the AUTHORITY shall have the right to take appropriate punitive actions including termination of the contract.
5. Onsite comprehensive (including all Hardware, Software, network cabling for all types of defects and problems) maintenance services shall be provided by the Supplier / OEM during the period of warranty and Comprehensive Annual Maintenance Contract (CAMC). In case the supplier fails to rectify the problem within 48 hours including holidays then OEM shall be required to provide second level support, service to rectify the problem or replace the faulty system or part thereof. The performance of the system shall be measured and applicable penalties shall be calculated and imposed on the bidder, in case the performance is below the defined thresholds. Penalty would be Rs.500 (Five Hundred Rupee) per day after the allotted time schedule.
6. The maximum response time for a maintenance complaint (i.e. time required for Suppliers maintenance engineers to report to the installations after a request call/e-Mail/Fax is made or letter is written) shall not exceed: 48 hours including holidays.

3.12. Other Conditions

- a) The Successful Bidder should comply with all applicable laws and rules of GoI/GoMP/ULB.
- b) Support Executive/Supervisor deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with AUTHORITY or its allied Offices.

- c) CEO, ISCDL reserves the right to withdraw / relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

3.13. Risk Purchase

In case the Successful Bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the CEO, ISCDL reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.



Annexures

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Annexure 1 - Guidelines for Pre-Qualification Proposal

Annexure 1.1 - Check-list for the Pre-Qualification Proposal

S No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD submitted			
2.	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Power of Attorney in favour of Authorized signatory As per format provided at Annexure 6			Date of PoA: Name of Authorize Person:
5.	In case of partnership firms/Sole proprietorship Copy of the partnership or sole proprietorship agreement, else general power of Attorney (GPA) duly attested by a Notary Public furnished on stamped paper duly signed or affirmed by all the partners admitting execution of the partnership agreement or in case of proprietorship GPA duly affirmed by proprietor. In case of registered company, copy of the certificate of registration of firm			Registration Number: Date of Incorporation:
6.	Copy of Certificate from the Statutory Auditor for the last 3 (Three) financial years 2013-14, 2014-15 and 2015-16 As per format provided at Annexure 7			Year-wise details of turnover Average Turnover:
7.	Copy of Work order and completion certificate to support that the Bidder should have successfully supplied and implemented at least 3 (Three) AADHAAR based biometric attendance system projects for Central / State Government / PSU / ULB organization in India with the project cost not less than Rs. 5 Lakhs each in last 2 (Two) financial years (FY 2013-14, 2014-15 and 2015-16).			Customer Name: Work Order Number: Date of Work Order: Project Value: Completion Date:

**Revised RFP for Supply, Installation, Commissioning & Maintenance of AADHAAR
Based Biometric Attendance Device for ISCDL, Indore**



S No.	List of Documents	File Name	Submitted (Y / N)	Description
8.	Valid copy of the ISO 9001:2008 or higher certification			Issuing By: Issuing Date: Validity Date:
9.	Declaration for not blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal. As per format provided at Annexure 4			Reference No: Date of Letter:



Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Date:

To

Chief Executive Officer
Indore Smart City Development Limited (ISCDL)
107-109 Palika Plaza, Phase-II, MTH Compound,
Indore (M.P) 452007

Subject: Bid for “Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device for ISCDL, Indore”

RFP Reference No: 05/ISCDL/PROJECT/17-18

Dear Sir,

With reference to your “*Request for Proposal for Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device for ISCDL, Indore*”, we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

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

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

In case of any clarifications please contact _____ email at

Thanking you,

Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:



Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	EPF Registration No	
7.	Company's Service Tax Registration No.	
8.	Company's Permanent Account Number (PAN)	
9.	Company's Revenue for the last 3 years (Year wise)	
10.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
11.	Telephone number of contact person:	
12.	Mobile number of contact person:	
13.	Fax number of contact person:	
14.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

Annexure 1.4. - Format to Project Citation

S No	Item	Details	Attachment Ref. Number
1.	Bidder		
2.	Name of the Project		
3.	Date of Work Order		
4.	Client Details		
5.	Scope of Work		
6.	Contract Value		
7.	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.



Annexure 2. - Guidelines for Technical Proposal

Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal

S No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
1.	Technical Bid Covering Letter			Reference No: Date of Letter:
2.	Technical Compliance Matrix			-
3.	Project Implementation Approach			-
4.	Copy of Work order and completion certificate to support that the Bidder should have successfully supplied and implemented at least 3 (Three) AADHAAR based biometrics attendance system projects for Central / State Government / PSU / ULB organization in India with the project cost not less than Rs. 5 Lakhs each in last 2 (Two) financial years (FY 2013-14, 2014-15 and 2015-16).			Customer Name: Work Order Number: Date of Work Order: Project Value: Completion Date:
5.	Copy of Work order and completion certificate to support that the Bidder should have successfully delivered at least one project with minimum 25 AADHAAR Based Biometric Devices for Central Govt. / State Govt. / PSU / ULB organizations in India in last 3 (Three) financial years (FY 2013-14, 2014-15 and 2015-16).			Customer Name: Work Order Number: Date of Work Order: Project Value: Completion Date:
6.	OEM Authorization Form As per format provided at Annexure 2.4			OEM Name: Date:

Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

Chief Executive Officer
Indore Smart City Development Limited (ISCDL)
107-109 Palika Plaza, Phase-II, MTH Compound,
Indore (M.P) 452007

Sub : Request for Proposal for " Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device for ISCDL, Indore"

RFP Reference No: 05/ISCDL/PROJECT/17-18

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **"Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device for ISCDL, Indore"**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **"Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device for ISCDL, Indore"**, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and ISCDL or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 10% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and ISCDL.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to ISCDL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead ISCDL as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

**Revised RFP for Supply, Installation, Commissioning & Maintenance of AADHAAR
Based Biometric Attendance Device for ISCDL, Indore**



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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]



Annexure 2.3 - Project Implementation Approach

The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

- a) The Overall approach to the Project
- b) Implementation plan– Bidder's approach to implement the project
- c) Operation and Maintenance Plan
- d) Quality Control plan - Bidder's approach to ensure quality of work and deliverables
- e) Escalation matrix during contract period

Note:

- a. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.

Inadequate information shall lead to disqualification of the bid.



Annexure 2.4. - Format for OEM Authorization

(This form has to be provided by the OEMs of the products proposed)

Date :

To,
Chief Executive Officer
Indore Smart City Development Limited (ISCDL)
107-109 Palika Plaza, Phase-II, MTH Compound,
Indore (M.P) 452001

RFP Ref: <-->

Dear Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 3 years from the date of Submission of the Bid.

Yours faithfully,
(Name)
(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Annexure 2.5. - Technical Compliance Matrix

A. AADHAAR Based Biometric Attendance System

S N o	Description	Specification	Compliance (Y/N)	Remarks
2.1.1 General Requirement				
1.	Deploy and run suitable Human- Machine Interface (The Human-Machine Interface shall be developed using ISO 9241: Ergonomics of System Interaction guidelines.) for the process requirements of AADHAAR based biometrics attendance monitoring and management system.			
2.	Enable an enrolled user to punch the Employee ID/ AADHAAR and submit the biometric fingerprint signature for time stamping, verification by Unique Identification Authority of India-CIDR.			
3.	The system shall not store any biometric signatures locally except during transaction. Once the transaction has concluded all biometric data captured shall be purged.			
4.	Independent Client Systems (ICS) shall immediately, on completion of the transaction, transmit the data to NIC's Biometric Attendance Management System. The process of submission shall be initiated by Independent Client Systems and responded by an appropriate listener at the server side.			
5.	The proposed solution should compliance to the specifications issued by UIDAI, refer URL below. https://uidai.gov.in/images/resource/aadhaar_registered_devices_2_0_09112016.pdf			
2.1.2 Technical Specifications of AADHAAR Based Biometric Attendance System				
1.	Type	Wall mounted terminals		
2.	Processor	1.0 GHz Quad Core or better		
3.	Display	At least 7 inch display or better		
4.	Memory	8GB		
5.		RAM - 1 GB or better		
6.	Connectivity	Wi-Fi 802.11 b/g/n		
7.		Bluetooth v4.0		
8.		One Micro USB v2.0 Port and one round pin charger connector. (Any other arrangement fulfilling charging of device while USB port is in use for data connectivity is also acceptable.)		
9.		Dual SIM Card Support Security 3DES with 2G & 3G support or better		
10.	Operating System	OS - Android 5 or higher		
11.	Location Technology	GPS/AGPS		
12.	Battery	2500 mAH or higher		
13.	Screen Guard	To be provided with clear finish screen guard		
14.	Certification	STQC / UIDAI Certified		
15.	Response time	<6 Seconds for an authentication transaction in Client-Server environment.		

**Revised RFP for Supply, Installation, Commissioning & Maintenance of AADHAAR
Based Biometric Attendance Device for ISCDL, Indore**



S N o	Description	Specification	Compliance (Y/N)	Remarks
16.	Application compatibility	The device should be compatible with NIC attendance application (www.attendance.gov.in). The proposed device drivers preferably be integrated with NIC attendance application as on the date of submission of bid and the proof of the same shall be submitted. However, If the same is not already integrated with NIC attendance application, Bidder should test the proposed device with NIC attendance application and should submit the report/Mail confirmation from NIC with the proposal, failing which bid will not be considered for further evaluation.		
17.	Enclosure ingress protection	IP54 or better		
18.	Warranty	3 Years Comprehensive Warranty		



Annexure 3 – Guidelines for Financial Proposal

Annexure 3.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Chief Executive Officer
Indore Smart City Development Limited (ISCDL)
107-109 Palika Plaza, Phase-II, MTH Compound,
Indore (M.P) 452007

Subject: Bid for the Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device for ISCDL, Indore

RFP Reference No: 05/ISCDL/PROJECT/17-18

Dear Sir,

1. We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
3. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
4. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
5. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by ISCDL;
6. I/We understand that any additional hardware and software required to make the entire solution operational shall have to be provided by us.
7. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
8. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

9. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

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

Date:

Yours faithfully,

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member



Annexure 3.2 - Financial Proposal Format & Instructions

To be submitted on e-Tendering Portal only (i.e. www.mpeproc.gov.in)

RFP Reference No: 05/ISCDL/PROJECT/17-18

Cost for Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device (Inclusive of all taxes and duties)

Sr.No.	Items	Unit (x)	Unit Rate (y) (In Rs.)	Total (x*y) (In Rs.)
CAPEX				
1.	AADHAAR Based Biometric Attendance System with Installation and Integration Cost	52		
OPEX				
1.	Operation & Maintenance and Comprehensive Warranty for 3 (Years)	3 Years		
Grant Total Cost (CAPEX + OPEX) (In Rs.)				
Amount in words:				

Instructions:

- a) ISCDL does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is undertaken/supplied.
- b) All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 3 Years and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- c) Bidder should provide all prices as per the prescribed format under this Annexure 3.2.
- d) All the prices are to be entered in Indian Rupees ONLY
- e) ISCDL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- f) ISCDL shall take into account all Taxes, Duties & Levies for the purpose of evaluation
- g) The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by ISCDL whatsoever.
- h) Bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- i) Any component/fixtures/labour work, ancillary/adjunct to any specified item or the project as a whole, shall be deemed to have been included in the unit rates quoted above.

Annexure 4 - Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Chief Executive Officer
Indore Smart City Development Limited (ISCDL)
107-109 Palika Plaza, Phase-II, MTH Compound,
Indore (M.P) 452007

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No: 05/ISCDL/PROJECT/17-18

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, ISCDL reserves the right to reject the Bid or terminate the Contract without any compensation to the successful bidder.

Thanking you,
Yours faithfully,

INDORE
हम सबका सपना. स्मार्ट इन्दौर हो अपना

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Annexure 5 - Format of sending pre-bid queries

RFP Reference No: 05/ISCDL/PROJECT/17-18

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification		Telephone, Fax and E-mail of the organization Tel: Fax: Email:		
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped



Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.

Annexure 6 - Power of Attorney

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

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____

as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **“Request for Proposal for Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device for ISCDL, Indore”**, including signing and submission of all documents and providing information / responses to the ISCDL, representing us in all matters before ISCDL, and generally dealing with the ISCDL in all matters in connection with our Proposal for the said Project.

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

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on applicable stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Aneexure 7 – Format for Annual Turnover

ANNUAL TURNOVER

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Financial Years (2013-14, 2014-15, 2015-16).

Financial Information			
Financial Year	3rd Last Financial Year	2 nd Last Financial Year	Last Financial Year
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER			
Note: Annual turnover should be certified by Statutory Auditors.			



Annexure 8 – Format for Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref: < --- >

Date: _____

Bank Guarantee No.: _____

To

Chief Executive Officer

Indore Smart City Development Limited (ISCDL)

107-109 Palika Plaza, Phase-II, MTH Compound,

Indore (M.P) 452007

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956/2013, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Hereinafter, referred to as “Contract”) with you for “**Request for Proposal for The Supply, Installation, Commissioning & Maintenance of AADHAAR Based Biometric Attendance Device for ISCDL, Indore**”, in the said Contract.

INDORE
हम सबका सपना. स्मार्ट इन्दौर हो अपना

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and

the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 180 days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against ISCDL; and For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and

conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 20....

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.



Annexure 9 – List of certain locations for proposed AADHAAR Based Biometric Device

S.No.	Department	Location	Biometric Device
1	Workshop	Work Shop Building	2
2	Law Department, Additional Commissioner's office (Health), Central Store	Store's Building	2
3	Revenue Department, Birth & Death Department	Revenue Building	2
4	Health Department	CHO Building	1
5	Market/ License/ Kondwara/Tube well/ Garden/ laboratory	Market Building	3
6	Account, IT, Building permission, Parishad, Commissioner's office	Main Old Building	5
7	Additional Commissioner's office (Electricity) , Deputy Commissioner	New Building	3
8	Control Room	Main Old Building	1
9	Water works, Electricity	Water Works Building	2
10	NRV office	Old building	1
11	Smart City & SBM Office	Palika Plaza Phase-1 & 2	4
12	Zonal Officer- 1 to 19		19
13	Zoo		1
14	Taran Puskar		1
15	Nehru park		2
16	Goushala		1
17	Trenching ground		1
18	Yaswant Sagar pumping station	Devdharam Tekri	1
	Total		52