



**Nashik Municipal Smart City Development Corporation Ltd.
(NMSCDCL)**

Name of work: Request for Proposal for Selection of Master System Integrator (MSI) for implementation of various integrated Smart ICT Solutions at Nashik.

(Smart Solutions include Smart Elements, Smart City Operations Center, Cloud Hosting and Disaster Recovery, Citizen Experience Center, Intelligent Traffic Management System and Integrated IT Solutions)

Unique code: MAH-NAS_51_52_RFP_V5

Date: 01/01/2018

EMD Amount: INR 57, 63, 500/-

Tender Fees: Rs. 10000 +GST

Address:

The Chief Executive Officer, NMSCDCL

Nashik Municipal Corporation,

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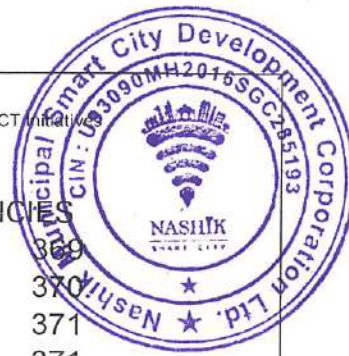
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Confidentiality

This document has been circulated for limited circulation only, amongst the interested parties (Bidders) who have requested for the purchase of RFP for the Design, Development, Implementation, and Operation and Maintenance of Smart City Nashik Project for the Nashik region. Information shared with Bidders through this document is confidential in nature. Any further circulation of this information without prior permission of NMSCDCL is prohibited and shall attract punishment/penalties.



Disclaimer

1. Nashik Municipal Smart City Development Corporation Limited (hereinafter referred to as NMSCDCL or 'NMSCDCL') has issued this Request for Proposal (hereinafter referred to as "RFP") for Selection of Master System Integrator (MSI) for Design, Development, Implementation, Operation and Maintenance of Smart City Nashik Initiatives for Nashik City on such terms and conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.
2. This RFP has been prepared with an intention to invite prospective Applicants/Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for NMSCDCL to consider the investment objectives, financial situation and particular needs of each bidder.
3. NMSCDCL has taken due care in preparation of information contained herein. However this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents shall be required to confirm in writing that they have done so and they do not solely rely on the information contained in this RFP in submitting their proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by NMSCDCL in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
4. This RFP is not an agreement by and between NMSCDCL and the prospective bidders or any other person. The information contained in this RFP is provided on the basis that it is non-binding on NMSCDCL, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. NMSCDCL makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of NMSCDCL any kind of error, misprint, inaccuracies, or omission in the document. NMSCDCL reserves the right not to proceed with the project, to alter the timetable reflected in this document,



or to change the process or procedure to be applied. NMSCDCL reserves the right to decline to discuss the Project further with any party submitting a proposal.

5. No reimbursement of cost of any type shall be paid to persons, entities or consortiums submitting a Proposal. The Bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, expenses associated with any demonstrations or presentations which may be required by NMSCDCL or any other costs incurred in connection with or relating to its Bid.
6. This issue of this RFP does not imply that NMSCDCL is bound to select and pre-qualify Bids for Bid Stage or to appoint the Selected Bidder for the project and NMSCDCL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
7. NMSCDCL 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.
8. Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to NMSCDCL. Such suggestions, after review by NMSCDCL, may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto the e-tendering website (<https://mahatenders.gov.in>)



Glossary of Terms

Terms	Meaning
AAA	Authentication, Authorization, Accounting
ACL	Access Control List
AES	Advanced Encryption Standard
ANPR	Automatic Number Plate Recognition
AP	Access Point
API	Application Program Interface
ARP	Address Resolution Protocol
BEC	Bid Evaluation Committee
BGP	Border Gateway Protocol
BIS	Bureau of Indian Standards
BoM	Bill of Material
BoQ	Bill of Quantity
C2D	Core2Duo
CAPEX	Capital Expenditure
CAT 5	Category 5 Cable
CAT 6	Category 6 Cable
CCTV	Closed Circuit Television
CDMA	Code Division Multiple Access
CE	European Conformity
COTS	Commercial Off-The-Shelf
CPE	Customer Premise Equipment
CPU	Central Processing Unit
CRI	Color Rendering Index
CRTP	Curiously Recurring Template Pattern
CSR	Customer Service Representative
DAI	Dynamic ARP Inspection
DALI	Digital Addressable Lighting Interface
DAS	Direct Attached Storage
DBMS	Database Management System
DC	Data Centre
DDoS	Distributed Denial of Service
DDR	Double Data Rate
DHCP	Dynamic Host Configuration Protocol
DIT	Directorate of Information Technology
DNS	Domain Name System
DNSSEC	Domain Name System Security Extensions
DOM	Document Object Model
DoT	Department Of Telecommunication
DSCP	Differentiated Services Code Point
EAL	Evaluation Assurance Level
EIA	Electronic Industries Alliance
EMD	Earnest Money Deposit



Terms	Meaning
EoMPLS	Ethernet over MPLS
FCC	Federal Communications Commission (Declaration of Conformity)
FMS	Facility Management System
FPS	Frame Per Second
FRS	Functional Requirements Specifications
FTP	File Transfer Protocol
GE	Gigabit Ethernet
GIS	Geographic Information System
GOI	Government of India
GoM	Government of Maharashtra
GPRS	General Packet Radio Service
GPS	Global Positioning System
GRE	Generic Routing Encapsulation
GRP	Glass-Reinforced Plastic
GSM	Global System for Mobile
GUI	Graphical User Interface
HDD	Hard Disk Drive
HPSV	High Power Sodium Vapor
HTML	Hyper Text Markup Language
HTTP	Hyper Text Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
HVAC	Heating, Ventilation and Cooling
Hz	Hertz
I/O	Input/output
IBMS	Intelligent Building Monitoring System
ICMP	Internet Control Message Protocol
ICT	Information and Communication Technology
IEC	International Electro-technical Commission
IEEE	Institute of Electrical and Electronics Engineers
IETF	Internet Engineering Task Force
IGMP	Internet Group Management Protocol
IKE	Internet Key Exchange
IMAP	Internet Message Access Protocol
INR	Indian Rupees
iOS	iPhone Operating System
IoT	Internet of Things
IP	International (or Ingress) Protection
IPS	Internet Provider Security
IPSEC	Internet Protocol Security
IPv6	Internet Protocol version 6
IR	Infrared
ISI	Indian Standards Institute
ISO	International Organization for Standardization



Terms	Meaning
ISO/IEC	International Organization for Standardization/International Electrotechnical Commission
ISP	Internet Service Provider
IST	Indian Standard Time
KPI	Key Performance Indicator
KW	Kilowatt
LACP	Link Aggregation Control Protocol
LAN	Local Area Network
LCD	Liquid Crystal Display
LDP	Label Distribution Protocol
LED	Light-emitting diode
LLDP	Link Layer Discovery Protocol
LOI	Letter of Intent
LUN	Logical Unit Number
MAC	Media Access Control
MCB	Miniature Circuit Breaker
MFZ	Motorized Focal Zoom
MIMO	Multiple Input Multiple Output
MIS	Management Information System
MITM	Man in the Middle
MP	Mega Pixel
MP-BGP	Multiprotocol BGP
MPLS	Multi-Protocol Label Switching
MPLS EXP	MPLS Experimental
MSI	Master System Integrator
NAS	Network Attached Storage
NAT	Network Address Translation
NDPP	Network Device Protection Profile
NEFT	National Electronic Funds Transfer
NEMA	National Electrical Manufacturers Association
NFC	Near Field Communication
NMC	Nashik Municipal Corporation
NMSCDCL	Nashik Municipal Smart City Development Corporation Limited.
NOC	Network Operating Center
NSMS	Network and Security Management Solution
O & M	Operation and Maintenance
ODBC	Open Database Connectivity
ODF	Open Document Format
OEM	Original Equipment Manufacturer
OFC	Optical Fiber Network
ONVIF	Open Network Video Interface Forum
OPEX	Operational Expenditure
OSPF	Open Shortest Path First



Terms	Meaning
OTP	One Time Password
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PIC	Peripheral Interface Controllers
PoC	Proof of Concept
PoE	Power over Ethernet
PoS	Point of Sale
PPP	Public Private Partnership
PSU	Public Sector Undertaking
PTZ	Pan Tilt Zoom
PVC	Polyvinyl chloride
QCBS	Quality Cum Cost Based Selection
QoS	Quality of Service
RADIUS	Remote Authentication Dial In User Service
REST	Representational State Transfer
RF	Radio Frequency
RFID	Radio-frequency identification
RFP	Request for Proposal
RIP	Routing Information Protocol
RPF	Reverse Path Forwarding
RR	Route Reflector
RS	Recommended Standards as per Electronics Industry Association (EIA)
RSS	Rich Site Summary
RSS	Really Simple Syndication
RSSI	Received Signal Strength Indication
RSVP	Resource Reservation Protocol
RSVP-TE	RSVP-Traffic Engineering
RTF	Rich Text Format
RTGS	Real-Time Gross Settlement
SAN	Storage Area Network
SCOC	Smart City Operation Centre
SD	Secure Digital
SDEE	Security Device Event Exchange
SHA	Secure Hash Algorithm
SLA	Service Level Agreement
SMD	Surface Mounted Device
SMS	Short Message Service
SNMP	Simple Network Management Protocol
SOAP	Simple Object Access Protocol
SOP	Standard Operating Procedure
SOS	Save our Souls
SoW	Scope of Work
SRS	Software Requirements Specifications



Terms	Meaning
SSH	Secure Shell
SSID	Service Set Identifier
SSL	Secure Sockets Layer
SSM	Source Specific Multicast
STQC	Standardization Testing and Quality Certification
SVG	Scalable Vector Graphics
TACACS	Terminal Access Control System
TCP	Transmission Control Protocol
THD	Total Harmonic Distortion
TRAI	Telecom Regulatory Authority of India
UAT	User Acceptance Testing
UDDI	Universal Description, Discovery, and Integration
UDP	User Datagram Protocol
URI	Uniform Resource Identifier
URN	Uniform Resource Name
USB	Universal Serial Bus
VDC	Volts of Direct Current
VLAN	Virtual Local Area Network
VMS	Video Monitoring System
VoIP	Voice over Internet Protocol
VPN	Virtual Private Network
W3C	World Wide Web Consortium
WAN	Wide Area Network
WCAG	Web Content Accessibility Guidelines
Wi-Fi	Wireless Fidelity
WLAN	Wireless Local Area Network
WSDL	Web Services Description Language
WSRP	Web Services for Remote Portlets
XHTML	Extensible Hyper Text Markup Language
XML	Extensible Markup Language
XMLDSig	XML Signature
XPath	XML Path Language
XSLT	Extensible Stylesheet Language Transformations



Definitions

Sr. No.	Term	Definition
1	Adverse Effect	Means material adverse effect on (a) the ability of the Implementation Agency to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;
2	Affiliate	"Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
3	Agreement	Means this Draft Master Services Agreement, Draft Service Level Agreement and Draft Non-Disclosure Agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
4	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 of, or determination by, or any interpretation or administration of the Nodal Agency as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
5	Applicant or Vendor or Bidder	"Applicant" or "Vendor" or "Bidder" means either a sole applicant (whether incorporated in India or abroad) or a Consortium, coming together to implement the Project. The term Bidder used hereinafter shall therefore apply to both a Single Entity and a Consortium who have submitted the Proposal.



Sr. No.	Term	Definition
6	Application	Means the software application developed as a part of scope of work
7	Application Downtime	Means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time, batch processing time, routine maintenance time) shall not be considered;
8	Application Response Time	Defined as time the system takes to fetch requested information (a form or a report) from the server.
9	Business Hours	Shall mean the working time for Nodal Agency users which is 9:30 AM to 6:30 PM. Again for Web Server and other components which enable successful usage of applications, Wi-Fi, web portals, citizen apps, parking applications, all Smart applications, working time shall be considered as 24*7*365. It is desired that IT maintenance, other batch processes (like backup) etc. shall be planned so that such backend activities have minimum effect on the performance.
10	Centralized Smart City Operations Centre	This layer shall monitor, manage, control, analyze, take decisions, and communicate to and fro, within and outside the network and respond to daily scheduled activities and abrupt incidents.
11	Certificate(s) of Compliance	Shall have the same meaning ascribed to it in Section – IV, Annexure – 2, Format – 2.
12	City connect App	Citizen App refers to a mobile application that shall also serve as a gateway to disseminating information to citizens
13	Citizens	All working professionals (employees), ancillary staff, floating population and visitors in Nashik
14	Client or Authority or Nodal Agency	“Client” or “Authority” or “Nodal Agency” means Nashik Municipal Smart City Development Corporation (NMSCDCL), the Party named in the Contract, who employs the Applicant;
15	Confidential Information	Means all information including Nodal Agency Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during



Sr. No.	Term	Definition
		negotiations, location visits and meetings in connection with this Agreement);
16	Contract or Agreement	"Contract" or agreement means the Agreement entered into between the NMSCDCL and the MSI as recorded in the Contract form signed and the " Vendor " including all attachments and Appendix/ Annexes thereto, the Tender and all Annexures thereto and the agreed terms as set out in the proposal, all documents incorporated by reference therein and amendments and modifications to the above from time to time;
17	Control	Means, in relation to any business entity, the power of a person to secure (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
18	Core Computing and Data Processing Layer	This layer shall be the central computing and data processing layer for all Smart City Nashik initiatives.
19	Corrupt Practice	"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
20	Data	"Data" here refers to information gathered from sensor and devices present in the Smart City Nashik street infrastructure layer and also the information gathered in the Solution.
21	Deliverables	Means the products, infrastructure and services agreed to be delivered by the Implementation Agency in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data



Sr. No.	Term	Definition
		migration related), inter alia payment and/or process related etc., source code and all its modifications,
22	Effective Date	"Effective Date" means the date on which the Contract is signed and executed by the successful bidder. Contract commencement date
23	Environmental Indicators	Pollution, noise, temperature and humidity, which are captured using environmental sensors
24	Escrow Agreement	An agreement provides for the regular deposit into escrow of all source code, object code, and documentation with respect to all public material and Service Provider's proprietary material (and cumulative updates thereof), together with (a) continually updated instructions as to the compilation, installation, configuration, deployment and use of the Source Code, and (b) a list of all non-deposited third party software used in conjunction with the Source Code to provide the full functionality of the deposited materials.
25	Event	"Event" refers to any abnormal occurrence or incident in the Nashik area like an accident
26	Final Acceptance Test	Shall be conducted on completion of the following: 1) Nodal Agency Data Center operational 2) Deployment and operational hardware and networking at requisite locations, UAT of the overall integrated solution and City Connect portal and Mobile app.
27	Financial Year	"Financial Year" means the 12-month period commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
28	Fraudulent Practice	"Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among Master Systems Integrator (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
29	Go-live	"Go-live" Final Acceptance and Sign-off by NMSCDCL and Start of Commercial Operations.
30	ICT Projects	Information and Communication Technologies Project
31	Implementation Agency or Successful Bidder	The entity/Consortium selected to execute the project. The Bidder shall be liable for the execution of the Project in accordance with the terms of this RFP



Sr. No.	Term	Definition
32	Insurance Cover	<ul style="list-style-type: none"> - Public liability insurance for an insured amount equivalent to the value of resultant contract per occurrence and not less than the total contract value in aggregate - Either professional indemnity or errors and omissions insurance for an insured amount equivalent to the value of resultant contract per occurrence and not less than the total contract value in aggregate - Product liability for an insured amount equivalent to the value of resultant contract per occurrence and not less than the total contract value in aggregate - Workers compensation as required by law - Theft and Damage Liability for all assets provided by MSI for Smart City Nashik Project - Health, accidental disability and risk cover of the Personnel provided being detailed by the firm to cover all the risk and keep them valid till the successful completion of the contract
33	Integrated Industry Standard Open Platform Layer	This layer shall be the logical umbrella layer that shall virtually integrate and process information from all applications and devices for Smart City Nashik initiatives and entire Smart City Nashik vision. This is also referred to as Smart City Nashik Integrated Platform or Integrated Platform.
34	Integrated Streetlight Monitoring System	Integrated Streetlight Monitoring System – a computer environment that functions as the core of the System by providing all shared System services, and consolidating and storing (or managing the storage of) all System data.
35	Intellectual Property Rights	Means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up- gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
36	Joint Bidding Agreement	“Joint Bidding Agreement” means the shared agreement between all members of Consortium highlighting specific roles and responsibilities of each member in detail.
37	Lead Bidder or Prime Bidder or Lead Partner of Consortium or	“Lead Bidder” or “Prime Bidder” or “Lead Partner of Consortium” or “Master System Integrator (MSI)” means the Firm/Company who buys the tender, signs and submits the tender on behalf of Consortium shall be taken as the Prime Member of Consortium and shall be taken as the “MSI” for the purpose of this tender



Sr. No.	Term	Definition
	Master System Integrator (MSI)	document. The Consortium is allowed only for four members including Lead Member. It also includes "Association" or any arrangement among Bidders submitting Bid jointly. The member of the consortium which has been designated so by the other members of the consortium and also authorized by them to represent each one of them and enter into contracts for and on behalf of the consortium.
38	Light Sensor	Light Sensor – a device that measures the ambient light level and compares it with a preset threshold.
39	Material Adverse Effect	"Material Adverse Effect" means material adverse effect on (a) the ability of the Applicant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
40	Material Breach	Means a breach by either Party (Nodal Agency or Implementation Agency) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
41	Member	"Member", in case of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the Contract to act on behalf of Each Member in exercising all the Master Systems Integrator" rights and obligations towards the Client under this Contract;
42	NMSCDCL	NMSCDCL refers to the Nashik Municipal Smart City Development Corporation Limited, the SPV executing the Smart City Nashik project
43	Most Responsive Bidder	Refers to the bidder securing the Highest Composite Score as per Evaluation Criteria defined in this RFP
44	Motion Sensor	Motion Sensor - a device that measures the movement of objects and compares it with a preset threshold.
45	MSI	MSI refers to the Master Service Integrator, the agency responsible for handling the overall implementation and operations of the Smart City Nashik project.
46	Multi utility smart pole	"Multi utility smart pole" refers to the fixture where the smart streetlight, the video cameras and Wi-Fi access points can be mounted
47	Net Worth	"Net Worth" means Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) –



Sr. No.	Term	Definition
		Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors' Report (in Indian Rupees only)
48	Network	Network refers to the hardware and software components that connect all the Smart City Nashik components together.
49	Network and Security Management Solution	The NSMS shall address the complete network management of Smart City Nashik initiatives. It shall monitor and report, performance, utilization, status, vulnerabilities and failures in the network in real time, monitor and manage network security, access control and policy, security breaches, detect and prevent any attacks on the network.
50	Network Infrastructure and Communication Layer	This layer is the physical network and communication layer consisting of the Ethernet, Wi-Fi, fiber, and RF networks
51	Network Security Layer	This layer must be monitored from the Centralized Smart City Operations Centre using an industry leading Network and Security Management Solution
52	Network Uptime	Uptime refers to network availability between Nodal Agency's Head Quarters to Data center. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time in the month (in minutes) multiplied by 100;
53	Nodal Agency Data	Means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents all taxpayers data and related information including but not restricted to user data which the Implementation Agency obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
54	Online Payment Modes	Means payment made through Net Banking, Credit Card, Debit Card etc.
55	City Connect portal and Mobile app	City Connect portal and Mobile app refers to an e-portal and mobile app that shall serve as gateway for disseminating information to citizens
56	OPEX Cost	Operations, Maintenance, AMC Cost (Includes the material cost that could be incurred by the MSI for running the project above desired levels, includes Power and Utility costs)



Sr. No.	Term	Definition
57	Outage	Maintenance activities such as configuration changes, upgrade or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given and approval sought from the Nodal Agency as applicable and shall be notified at least two working days;
58	Parties	Means Nodal Agency and Implementation Agency for the purposes of this Agreement and "Party" shall be interpreted accordingly;
59	Penalty	"Penalty" means the financial deduction imposed for breaking the law, rule, SLA or contract, timelines. At places in this document pro rata deductions may also be referred as "penalty" as the context may refer.
60	Performance Bank Guarantee	Means the guarantee provided by a scheduled commercial banks as per RBI guidelines in favor of the Implementation Agency.
61	Personnel	"Personnel" means persons hired by the Master Systems Integrator or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
62	Planned Application Downtime	Means the unavailability of the application services due to maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from the Nodal Agency as applicable;
63	Planned network	Means the unavailability of the network services due to infrastructure
64	Project	Selection of Master System Integrator (MSI) for Design, Development, Implementation, Operation and Maintenance of Smart City Nashik Initiatives
65	Project Implementation	Means Project Implementation as per the testing standards and acceptance criteria prescribed by Nodal Agency or its nominated agencies;
66	Project Implementation Committee	Shall be constituted by Nodal Agency to monitor the activities, deliverables and progress of the Project. PIC shall comprise of the staff members of the Nodal Agency, other officials from concerned department and external experts (as defined in the RFP);
67	Project Implementation Phase	Shall be from the Effective Date of the Agreement to the date of final acceptance testing and certification



Sr. No.	Term	Definition
68	Project Timelines	Shall have the same meaning ascribed to in relevant section of this RFP
69	Proprietary Information	Shall have the same meaning ascribed to in relevant section of this RFP
70	Replacement Implementation Agency	Means any third party that Nodal Agency or its nominated agencies appoint to replace Implementation Agency upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
71	Required Consents	Means the consents, waivers, clearances and licenses to use Nodal Agency's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Nodal Agency or their nominated agencies are required to make available to Implementation Agency pursuant to this Agreement;
72	Required Deliverables	Shall have the same meaning ascribed to it in relevant section in this RFP.
73	Revenue and Expenditure Management	This layer shall monitor and manage, in real-time, the revenue gained and expenditure incurred for each Smart City Nashik Initiative in Separate Head of Accounts per initiative
74	Role	Role based security model refers to a model of system security wherein only authorized users have access to the system.
75	Scalability	Scalability – the ability of a system to handle a growing amount of work, or its ability to be enlarged to accommodate that growth, which includes growth of any other specifications, new devices etc.
76	Service Level	Means the level of service and other performance criteria which shall apply to the Implementation agency for services as set out in the SLA parameters effective during the Term of this Agreement;
77	Services	Means the services delivered to the Stakeholders of Nodal Agency or its nominated agencies, employees of Nodal Agency or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Implementation Agency including the tools of information and communications technology and includes but is not limited to the list of services specified in relevant sections in this RFP.
78	SLA	Means the Performance and Maintenance SLA executed as part of the Draft Legal Agreements;



Sr. No.	Term	Definition
79	SLA Change Request	Shall have the same meaning ascribed to in relevant section of this RFP
80	Slot finders	"Slot finders" means indicators that display whether a slot is vacant or occupied
81	Smart City operation centre	Smart City Operations Centre shall be required to monitor, manage, control, analyse, and communicate to and fro regarding city operations and management response to daily scheduled activities, events and incidents.
82	Smart City Nashik Network Architecture	This layer comprises of the Data Center layer, Aggregation layer and Access layer.
83	Smart City Nashik Logical Architecture	The proposed overall architecture shall support Service Oriented Architecture (SOA) and be horizontally and vertically scalable to integrate future Smart City Nashik initiatives on the centralized platform
84	Smart City Nashik Street Infrastructure Layer	The physical street layer consisting of devices, sensors, and equipment for Smart City Nashik initiative like Wi-Fi access points, wired fiber network, parking sensors, parking cameras, environmental sensors, etc.
85	Software	Means the software designed, developed / customized, tested and deployed by the Implementation Agency for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (including the COTS products used for the product), proprietary software components and tools deployed by the Implementation Agency;
86	Stakeholders	Means the Citizens, NMSCDCL or its nominated agencies, Nashik employees, Other Public and Private entities and other Departments of State Government;
87	Standard Operating Procedures (SOPs)	Standard Operating Procedures (SOPs) refer to a set of standard instructions that have to be followed to achieve a desired result.
88	System	System refers to the hardware and software components used in the Smart City Nashik project or the hardware and software components required for the individual initiatives



Sr. No.	Term	Definition
89	Term or Agreement Period	Means the duration of this Agreement as set out in the Agreement.
90	The Solution	The Solution – the entire set of networked components (hardware and software, typically consisting of Field Devices, Light Management System, and one or more Management Stations) that, following purchase, installation, start-up, and commissioning, function together to adaptively control and remotely monitor Luminaires
91	Third Party Systems	Means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the Nodal Agency or Implementation Agency and to which Implementation Agency has been granted a license to use and which are used in the provision of Services;
92	Threshold	Threshold refers to a performance standard set by the MSI or the NMSCDCL.
93	Turnover	“Turnover” means the total amount of gross receipts, from activities in the normal course of business, as per the annual report and as adjusted with any qualifications in the Auditors Report for a particular financial year (in Indian Rupees only)
94	Unplanned Application Downtime	Means the total time for all the instances where services in the software requirement specification document prepared by the Implementation Agency are not available for more than specified minutes as per defined SLA
95	Unplanned network outage	Means the total time for all the instances where services in the software requirement specification document prepared by the Implementation Agency are not available for more than specified minutes as per defined SLA
96	Warranty / AMC Period	Shall be comprehensive onsite warranty for all the hardware, software and network components, sensors, devices, and equipment, both on field and inside the Smart City Operations Centre for the entire duration of the project
97	Work Order	“Work Order” means a specific directive or order to perform a defined scope for a defined duration and fee



Section – I: Instructions to Bidders



1. Invitation for Proposal

NMSCDCL hereby invites Proposals for Selection of Master System Integrator (MSI) for Design, Development, Implementation, Operation and Maintenance of Smart City ICT Initiatives in Nashik. Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.

Bidders who wish to participate in this bidding process must register on <https://mahatenders.gov.in>

To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000/2008 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

A three envelope selection procedure shall be adopted.

Bidder (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the RFP. NMSCDCL shall not be responsible for delay in online submission by bidder due to any reason. For this, bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

Bidders are also advised to refer "Bidders Manual Kit" available at <https://mahatenders.gov.in> for further details about the e-tendering process.



1.1. Key Events and Dates

S. No	Information	Details
1	Advertising Date	Monday, 1st January 2018
2	Download Date From	Tuesday, 2nd January 2018
3	Last date to send in requests for clarifications	Friday, 12th January 2018, 5 P.M.
4	Date, Time and place of pre-bid conference	Tuesday, 16th January 2018 at 2:00 PM at Smart City Cell, 1st Floor, Rajiv Gandhi Bhawan, Nashik
5	Release of response to clarifications	Tuesday, 23rd January 2018
6	Online EMD and Tender Fee Submission	Wednesday, 14th February 2018 up to 03:00 PM
7	Last date (deadline) for submission of bids	Wednesday, 14th February 2018 up to 03:00 PM
8	Opening of BIDS	Thursday, 15th February 2018 at 04:00 PM



1.2. Other Important Information Related to Bid

S. No.	Item	Description
1	Earnest Money Deposit (EMD) – Online	INR 57,63,500/-
2	Tender Fee	INR 10,000 + GST
3	Bid Validity Period	120 days from the date of bid submission
4	Last date for furnishing Performance Security to NMSCDCL (By successful bidder)	Within 15 days of Award
5	Performance Security value (Performance Bank Guarantee)	10% of the contract value
6	Performance Bank Guarantee (PBG) validity period	6 months post expiry of the contract period.
7	Last date for signing contract	Within 15 days of Award
8	Total period of contract	6 years (72 months) with break-up as follows: <ul style="list-style-type: none"> • Go-live period: 9 months • Stabilization period: 3 months • Operation & Maintenance period = 5 years (60 months)
<p>Contact Person: - CEO, Nashik Municipal Smart City Development Corporation Limited</p> <p>Email : pmc@nashiksmartcity.in</p>		



1.3. RFP Structure

This Request for Proposal document consists of four sections viz

Section - I: Instruction to Bidders

Section - I of RFP provides Introduction to the project and bidding process details. It broadly covers the instructions to the bidders, bid opening and evaluation process, contract finalization and award of contract and payment terms.

Section - II: Scope of Work

Section - II of RFP provides broad scope of work and roles and responsibilities of MSI. This volume also gives an overview of the proposed solution and functional, non-functional and technical requirements.

Section - III: Draft Legal Agreements

Section - III of RFP includes Draft Master Services Agreement (MSA), Draft Non-Disclosure Agreement (NDA) and Draft Service Level Agreement (SLA).

Section - IV: Annexures to RFP

Section - IV of RFP includes all annexures, maps, formats and other information for Bidders



2. Background Information

This section contains information about NMSCDCL and the details of the initiatives

2.1. Introduction of NMSCDCL

Government of India (GOI), Ministry of Housing and Urban Development (MOHUA) launched Smart City Mission to develop 100 cities throughout the country as Smart Cities and the Nashik Municipal Corporation (NMC) has been selected as one of the Smart Cities by the MOHUA. According to the guidelines, a Special Purpose Vehicle (SPV) needs to be established by the selected Smart Cities under the Company's Act 2013, for implementation of Smart City Mission. The SPV will plan, apprise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City projects for the area under Nashik Municipal Corporation (NMC) in accordance with Smart City Mission of the Govt and State Govt.

NMC established an SPV (A public limited company wholly owned by NMC under the Section 66(A) and 66 (41A) of Maharashtra Municipal Corporation Act of 1949, named as "Nashik Municipal Smart City Development Corporation Ltd." The Company is registered with the Registrar of Companies, Ministry of Corporate Affairs under the provisions of the Company Act 2013.

For the implementation of the initiatives, INR 500 Crores will be provided by MoHUA and a matching amount is to be provided by the Government of Maharashtra and NMC in 50:50 ratio. The company has been incorporated with the authorized Capital of INR Five lakhs consisting of Fifty Thousand equity shares of INR 10/-.

2.2. Smart City Nashik Initiatives

Smart City Nashik envisages establishing various initiatives with strong ICT backbone for seamless experience for residents, employees and other stakeholders with reduced energy consumption and reduced environmental stress. As a part of its Vision Smart City Nashik shall cater to ever evolving necessities of a metropolis to qualify as a noteworthy Smart City.

Following are the features that shall be considered during the course of the projects which needs to be implemented:

1. Smart Elements
 - a) Kiosks
 - b) Variable Message Boards
 - c) Public Address System
2. Nashik Environmental Monitoring System
 - a) Flood Sensors
 - b) Noise Sensors



- c) Air Quality Sensors
- d) Weather Sensors
3. Integrated IT Solutions
 - a) City Connect portal and Mobile app
 - b) Integrated Industry Standard Open Platform (Smart City Operations Centre Solution)
 - c) Integration with Video Surveillance
 - d) Integration with Energy Efficient Streetlights
 - e) Integration with Third Party Shared Services
 - i) Analytics
 - ii) Maps and GIS based Services
 - iii) External Gateways (SMS, Emails, and Payment)
 - iv) Helpdesk Services
 - v) Aadhaar enabled eco-system
4. Smart City Operations Centre
 - i) Centralized Smart City Operations Centre, for centralized monitoring and decision making
 - ii) Network and Security Management Solution
 - iii) Centralized System Security Solution
 - iv) Core Computing and Data Processing infrastructure
 - v) Integration with Third Party Shared Services
 - vi) Cloud based Data Center (DC)
 - vii) Cloud based Disaster Recovery (DR)
5. Digital Experience Gallery
6. Intelligent Traffic Management System
 - i) Signal Synchronization
 - ii) Adaptive Traffic Control System

In view of the same, NMSCDCL has decided to float an RFP for Selection of Master System Integrator (Lead Bidder and its consortium member) for **Design, Development, Implementation, Operation and Maintenance of Smart City Nashik Initiatives.**

Note: Maharashtra IT Corporation, is in the process of documenting and publishing a tender that would cover implementation of CCTV project for surveillance, Wi-Fi along with setting up Optical Fiber Connectivity across Nashik.

2.3. Surkashit Nashik

Government of Maharashtra, under the smart city initiative, intends to implement a holistic City Surveillance System in city police limits in the Nashik City. Nashik City Police covers entire Nashik city under the jurisdiction of 13 police stations. It is one of the Convergence projects under Nashik Smart City (ICT based PAN City Solution). Further, based on NMC's request, additional locations will be also be covered under surveillance project.



The project includes following ICT based PAN City Interventions

1. Police Integrated Command Control Centre
2. City Surveillance
3. Optical Fiber Connectivity Back Bone

1. Police Integrated Command Control Centre

- a. The Police Integrated Command Control Centre will facilitate viewing and controlling mechanism for the selected field locations in a fully automated environment for optimized monitoring, regulation and enforcement of services.
- b. The Command Control Center will be accessible by the operators and authorized entities with necessary authentication credentials.
- c. The video feed from the surveillance cameras will be received at Command Center where a video wall will be installed for viewing relevant feed from the surveillance cameras.
- d. Police Integrated Command Control Centre includes both Traffic and Crime Wing of Nashik Police Department. Server Room with all System Software pertaining to Surkashit Nashik Project
 - i. Video Management System
 - ii. Video Analytics
 - iii. Facial Recognition System
 - iv. Automatic Number Plate Recognition System,
 - v. Red Light Violation Detection System
 - vi. Public Announcement System
 - vii. Variable Message Signboard System
 - viii. Security Solutions
 - ix. Data Storage and Processing Software
 - x. Dashboard Monitoring and MIS System
- e. Command Control Centre will have helpdesk facilities.
- f. It will have provision for UPS Room and Battery Room, Conference Rooms and Cabins for communication within different authorities/stake holders.

2. City Surveillance

- a. Protecting citizens and ensuring public safety is one of the topmost priorities for any Government agency. It requires advanced security solutions to effectively fight threats from activities of terrorism, organized crime, vandalism, burglary, random acts of violence, and all other forms of crime. CCTV based video surveillance is a security enabler to ensure public safety.
- b. The city surveillance project includes following type of cameras
 - i. Non-ANPR Camera (CCTV Camera)
 - ii. ANPR Camera (Automatic Number Plate Recognition Camera)
 - iii. RLVD Camera (Red Light Violation Detection Camera)



- iv. Speed Detection Cameras
- c. Under City surveillance following number of locations are tentatively estimated for coverage:

Sr. No.	Stakeholders	No. of locations	Total No. of camera
1	Police Department	459	1365
2	Nashik Municipal Corporation	433	1844
3	Total	892	3209

3. Optical Fiber Connectivity Back Bone (OFC Back Bone)

- a. The scope of work will cover laying of optical fiber network backbone for developing city surveillance systems.
- b. The expected benefits to be derived from OFC Back Bone are:
- i. Connectivity – Network that interconnects citizens, government, business and communities
 - ii. Smartness – Network that allow better management and control to offer richer application experiences
 - iii. Secure, private and resilient – Network built considering security standards and best practices with stability in bandwidth provisioning and resilient
 - iv. Efficient – Network that is capable to deliver the envisaged bandwidth and related services
 - v. Scalable – A network that can scale up to cater all the required bandwidth for deployment of future smart city initiatives
- c. The network backbone is expected to help Nashik build a converged network, bringing together different city management vertical solutions on a single fundamental network infrastructure. The converged network shall facilitate information exchange between resources and applications across different domains. It is proposed to be an end-to-end platform enabling delivery of varied services for citizens. Key objectives envisaged are to provide:
- i. IP connectivity that shall enable the citizens to avail varied services under smart city initiatives
 - ii. Wired and wireless, scalable, and highly secure network platform
 - iii. Data management framework to help enable data collection, organization, and sharing
 - iv. Adoption and usage of distributed compute and storage services, location services and security services



3. Instructions to the Bidders

This section includes all the important information related to RFP required to bid for this project.

3.1. General Information and Guidelines

1. NMSCDCL invites bids for this Request for Proposals (RFP) from eligible bidders as per the scope of work defined in Volume II of this RFP. The bidders are required to submit their proposals on e-tender portal <https://mahatenders.gov.in>. The links to user manuals for using the e-tender process are available online. The bidders are advised to go through the manuals in detail to understand the bid submission process.
2. Proposals must be received not later than the time, date and venue mentioned in the section 'Key Events and Dates'. Bidder shall not be able to submit proposals post last date of submission and hence their proposal shall not be considered in this procurement process.
3. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must perform their own research and survey, and form conclusions about the solution needed to meet the requirements.
4. NMSCDCL reserves the right to amend, at any given time during the bid process, any Terms and Conditions in the RFP in Larger Public Interest.
5. All information supplied by Bidders shall be treated as contractually binding on the Bidders, on successful award of the assignment by NMSCDCL on the basis of this RFP.
6. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NMSCDCL. Any notification of preferred bidder status by NMSCDCL shall not give rise to any enforceable rights by the Bidder. NMSCDCL may cancel this public procurement at any time, prior to a formal written contract being executed by or on behalf of NMSCDCL, without assigning any reasons.
7. Any contract that may result from this bidding process shall be effective from the date of Signing of Contract and shall, unless terminated earlier in accordance with its terms, continue for a period till completion of Contract (Go-live + stabilization period+ Five years).
8. NMSCDCL reserves the right to amend at any given time during the contract period any Terms and Conditions in the Contract Agreement in larger public interest on mutually agreed terms and conditions between the parties. NMSCDCL's decision shall be final and binding upon the Implementation Agency.
9. All figures of costs, project values and others shall be mentioned in Indian Rupees only.
10. All financial references (project citations etc., excluding the commercial quotes) in a foreign bidder's proposal shall be in Indian Rupees and shall be calculated by the bidder using selling exchange rates of Reserve Bank



of India prevailing on the date of closing of the accounts for the respective financial year of the reference.

11. For the purpose of submission of the commercial quotes (Commercial Bids) provided by the foreign bidder, the commercial bids shall be in Indian Rupees (INR) only. The foreign bidder shall convert to Indian Rupees (INR) as per the RBI reference rate, as on the date of release of tender notice.
12. No Bidder shall submit more than one Bid for the Project. An entity bidding (a) individually, or (b) as a member of a Consortium, shall not be entitled to submit another bid either (a) individually or (b) as a member of any Consortium.
13. An identified sub-contractor participating with more than one (1) Bidder shall furnish an Undertaking to the effect that there exists no conflict of interest and that any commercial arrangement by and between the concerned Bidders and the identified sub-contractor is purely contractual in nature and no undue influence, fraud or anti-competitive activity has taken place. NMSCDCL bears no responsibility whatsoever, to any such fraudulent activities.

3.2. Compliant Proposals/ Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements of this RFP document may render the Proposal non-compliant and the Proposal may be rejected.
3. Bidders have to sign a copy of the RFP and upload the same along with their bid as part of the submission.
4. Bidders have to submit one set of the documents related to Pre-qualification and Technical Evaluation in physical copy on the date of opening of the bid (This is the next date of the submission of the bid). Please note, copy of the Commercial bid is **NOT** to be submitted in physical format and needs to be mandatorily uploaded in the e-tendering portal.
5. In case any discrepancy is observed between the physical copy and the online uploaded copy of a particular document, the online version will prevail.



4. Pre-Bid Meeting

1. NMSCDCL will host a Pre-Bid Meeting for queries (if any) raised by the prospective bidders. The date, time and place of the meeting is given in Section – I.
2. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.
3. All enquiries from the bidders relating to this RFP must be submitted to NMSCDCL before the deadline mentioned in this RFP. These queries shall also be emailed to pmc@nashiksmartcity.in.

4.1. Responses to Pre-Bid Queries and Issue of Corrigendum

1. The Nodal Officer notified by NMSCDCL will endeavour to provide timely response to all queries. However, NMSCDCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NMSCDCL undertake to answer all the queries that have been posed by the bidders.
2. At any time prior to the last date for receipt of bids, NMSCDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
3. The Corrigendum (if any) and clarifications to the queries from all bidders shall be posted on the <https://mahatenders.gov.in> and notice for the same shall be published on the NMC website.
4. Any such corrigendum shall be deemed to be incorporated into this RFP and shall be read in compliance with this RFP.
5. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, NMSCDCL may, at its discretion, extend the last date for the receipt of proposals.

4.2. Key Requirements of the Bid

This section includes all the information and essential requirements with respect to submission of bids.

4.2.1. Right to Terminate the Process

1. NMSCDCL reserves the right to terminate the RFP process at any time and without assigning any reason. NMSCDCL makes no commitments, express or implied, that this process shall result in a business transaction with anyone.
2. This RFP does not constitute an offer by NMSCDCL. The bidder's participation in this process may result in NMSCDCL selecting the bidder to engage towards execution of the contract.



3. In the event of such termination, EMD of all bidders shall be returned, without any interest.

4.2.2. RFP Tender Fees

The fee for purchase of this RFP document has to be made through Online Payment Mode. The scanned copy of RFP fee paid receipt shall be uploaded with bid documents. Bids that are not accompanied by the RFP fees or accompanied by inadequate RFP fees, shall be considered non-responsive and shall be rejected.

4.2.3. Earnest Money Deposit

1. Earnest Money Deposit (EMD) for this work and as specified in the bid data sheet is mandatory.
2. EMD Payment as mentioned above has to be made through RTGS / NEFT mode through Online Payment. Bidders shall ensure that the payment of the EMD is made prior to the last date of the submission of the bid bearing in mind the National Bank's NEFT/ RTGS clearing process lead time. EMD shall be valid for 120 days from the date of submission of bid.
3. The bidder has to submit EMD of INR **57,63,500/- {Rupees Fifty Seven Lakh Sixty Three Thousand Five Hundred only}** through online mode.
4. The bidders will not be able to submit their bids, if they fail to complete the payment of EMD using the above mentioned payment mode.
5. Bidders shall upload scanned copy of EMD paid receipt during bid preparation.
6. Bidders shall mention the beneficiary account details for EMD refund in the Earnest Money Deposit Form in the e-Tendering solution as required for Refund.
7. The beneficiary account provided for EMD refund shall remain active after award of Tender for successful EMD refund.
8. NMSCDCL or e-Tendering Service Provider shall not be liable for delays caused in EMD refund due to incorrect/inactive beneficiary account details.
9. The Earnest Money Deposit of unsuccessful bidders shall be refunded through RTGS, NEFT mode only after finalization of the tender for which the above refund details are required. Bidders shall also upload scanned copy of cancelled cheque along with refund letter for refund of their EMD payment with Envelope-A documents.
10. The EMD of unsuccessful bidders shall be returned by NMSCDCL, without any interest, as promptly as possible and latest by 30th day of signing of the contract by the successful bidder or when NMSCDCL cancels the bidding process.



11. The EMD of the successful bidder shall be returned within a suitable timeframe from the date of submission of performance bank guarantee by the bidder.
12. The EMD shall be furnished in Indian Rupees only. No interest shall be payable by NMSCDCL on the EMD.
13. The EMD shall be forfeited and appropriated by NMSCDCL without prejudice to any other right or remedy that may be available to NMSCDCL hereunder or otherwise, under the aforementioned conditions. In such an event, the decision of the NMSCDCL regarding forfeiture of the Bid Security shall be final and binding upon bidders.
 - i. If a bidder submits a non-responsive bid;
 - ii. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - iii. 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.
 - iv. If during the bid process, any information is found false/fraudulent/mala fide, then NMSCDCL shall reject the bid and, if necessary, initiate action provided
 - v. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - vi. In the case of successful bidder, if he/she fails within the specified time limit:
 - a. to sign and return the duplicate copy of Letter of Intent in accordance with the terms thereof;
 - b. to sign the contract within the time specified by NMSCDCL; or
 - c. to furnish the Performance Bank Guarantee within the period prescribed in the contract;

4.2.4. Consortium

The Bidder for participation in the Selection Process, may be (a) a single entity or (b) a Consortium, coming together to execute the project. No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the Nodal Agency.

No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.

In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:

1. Number of members in a consortium shall not exceed three (3) including the Lead Bidder or MSI;
2. Members of the Consortium shall nominate one member as the Lead Member (the "Lead Member"); Further, the members shall not be a part of more than one consortium.



3. The Lead Member shall remain responsible for successful delivery of the project at all times during the term of the resultant contract, i.e. till Go-live + stabilization period+ Five years.
4. The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.
5. Members of the Consortium shall enter into a binding Joint Bidding Agreement, for the purposes of making the Application and submitting a Bid.
6. Subject to the provisions of sub-clause (5) above, the Joint Bidding Agreement shall contain the information required for each member of the Consortium and shall, inter alia:
 - i. Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise;
 - ii. Commit to the profit and loss sharing ratio of each member;
 - iii. Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement, provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
 - iv. Include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement; undertake that all Members shall comply with all lock-in requirements set forth in the RFP.
 - v. Undertake;
 - a. That notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the consortium Members i.e. for both its own liability as well as the liability of other Members and all the members of the consortium shall always be liable for obligations limited to their scope of work. However, the members of the consortium shall be severally liable for the completion of the project.
 - b. That the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement.
 - c. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any



way limiting the scope of collective liability envisaged in the Agreement.

- d. That the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the Nodal Agency against any losses or third party claims arising due to the sub-contractor/consortium's default.
 - e. That the Lead Member is liable to manage the complete assignment by taking responsibility of delivery as per scope and maintain transparency around monetary terms.
7. The technical and commercial capacity and Net Worth of the Members shall satisfy the conditions of eligibility as prescribed in this RFP;
 8. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format in this RFP signed by the other members of the Consortium. The duties, responsibilities and powers of such Lead Member shall be specifically included in the Consortium Agreement. It is expected that the Lead Member shall be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Nodal Agency expects that Lead Member shall have maximum responsibility pertaining to execution of Assignment;
 9. Change to the composition of the consortium is **NOT** permitted after the award of the contract. The Lead Member shall be responsible for the scope of work to be delivered by the exiting member, whether it does it itself or through a new member of the consortium. In case of a new member, the Lead Member shall take the prior approval of the Nodal Agency (NMSCDCL), before on-boarding the member, who is expected to possess comparable qualifications as the exiting member. The Lead Member is also responsible for incorporating relevant changes in the Joint Bidding Agreement.
 10. The bidder shall share all the details of sub-contractors in the Technical Bid and specify the activities that the bidder plans to sub-contract as per format provided in this RFP. NMSCDCL shall review the activities listed for sub-contracting and any suggestions by NMSCDCL shall be agreed upon.
 11. Both during the process of award, and post award of contract, if there is a change in sub-contractors or the activities being sub-contracted, MSI shall obtain prior permission form NMSCDCL. NMSCDCL shall review the activities listed for sub-contracting and any suggestions by the NMSCDCL shall be agreed upon and binding on the bidder. For any deviation from suggestions made by NMSCDCL on Sub-Contracting, NMSCDCL reserves the right to disqualify the bidder at any stage.
 12. All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in "Prohibited Practices"; the whole Consortium is liable to be disqualified. Further, in the event any



entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.

13. Following engagement conditions shall apply to Internet Service Provider (ISP)/ Telecom Service Provider (TSP):
- i. Bidders cannot be a part of more than one bid in any form.
 - ii. The ISP/Telecom Service Provider shall be an integrated service provider with NLD and UASL licenses. Further the Bandwidth Provisioning cannot be Sub-Contracted.
 - iii. ISP can offer its Services to multiple bidders.
 - iv. As part of the bid submission, the MSI shall submit Manufacturer's Authorization Form (MAF) declaring the ISP that is its preferred implementation partner for the Smart City Nashik project.
 - v. On award of contract, MSI shall facilitate tripartite agreement between NMSCDCL, MSI and the preferred ISP detailing the mode of operations.
 - vi. MSI shall be responsible to ensure monitoring and adherence to all SLAs for bandwidth services by the ISP with back-to-back arrangement with the ISP as per defined service Level Agreements (SLAs) in this RFP.
 - vii. The bandwidth shall be provisioned in the name of NMSCDCL. The ISP cannot repurpose the bandwidth provisioned for Smart City Nashik project for any commercial usage such as 4G off-loading etc. without prior consent of NMSCDCL. NMSCDCL decision is final and binding on the bidder.



5. Engagement Model

The Engagement Model defines stakes of both parties (NMSCDCL and MSI) in respect to Capital Expenditure (CAPEX), Operational Expenditure (OPEX), and Revenue Credit.

5.1. Engagement Model Stages

5.1.1. Engagement Model Stages for Nashik Smart City

The Nashik Smart City project will be bifurcated into two stages- **Implementation Stage and Post Go-Live Stage** as follows:

Stage Name	Description	Period
Implementation Stage	Project Commencement to Go-Live	Up to 9 months post Signing of Contract
	Stabilization Period	For 3 months post Go-live
Post Go-Live Stage	After Successful Completion and Sign off by Nashik Municipal Smart City Development Corporation Limited (NMSCDCL)	For 5 years from the completion of the Stabilization Period.

5.1.2. Engagement Model Details

Items	Price as per the Commercial Bid / Contract Value	Implementation Phase and Stabilization Period.	Post Go-Live Stage 1 st Year Beginning – 5 th Year End				
		12 months from issuance of Work order	Y1	Y2	Y3	Y4	Y5
A	B	C	D	E	F	G	H
NMSCDCL To Pay To MSI							
1	CAPEX	80% of CAPEX	1. Remaining 20% of capex value shall be paid in two (2) equal half-yearly instalments (i.e. 10% each) from Stabilization Period.				
2	OPEX	Nil	2. OPEX will be paid in twenty (20) equal quarterly instalments spread across 5 years post Stabilization Period.				
MSI To Pay To NMSCDCL							



Items	Price as per the Commercial Bid / Contract Value	Implementation Phase and Stabilization Period.	Post Go-Live Start 1 st Year Beginning – 5 th Year End				
		12 months from issuance of Work order	Y1	Y2	Y3	Y4	Y5
A	B	C	D	E	F	G	H
3	Revenue from City Connect portal and Mobile app	Nil	MSI would pay 100% of the Revenue Generated to NMSCDCL at the end of every Quarter				
4	Revenue from Digital Signage	Nil	MSI would pay 100% of the Revenue Generated to NMSCDCL at the end of every Quarter				



5.1.3. Conditions

1. MSI shall collect all revenue from the Nashik Smart City initiatives in an Escrow Account. Terms of disbursement of payments shall be governed by the payment conditions of the resultant Contract. Parties to the resultant contract shall enter into a subsequent Escrow Agreement. The costs associated with operationalizing such escrow shall be borne by the MSI.
2. The Revenue Transactions accounting for each Nashik Smart City initiatives shall be separately maintained with proper Individual Heads of Account in the Escrow account.
3. All the Actual Revenue is mandated to be maintained in the mentioned Escrow Account. Any deviations to the same shall lead to cancellation of the contract with MSI and action thereof. NMSCDCL or its nominated representatives reserve rights to conduct periodic/surprise audit of the escrow account.
4. MSI shall maintain proper accounting of all transactions adhering to relevant standards and submit quarterly report to NMSCDCL.
5. MSI shall submit the audited account statements of the revenue earned through Nashik Smart City Project as and when required by NMSCDCL.
6. **Revenue Collection and Transfer Details:** Citizen Connect Portal and Mobile App and Other Nashik Smart City Sources
 - a. MSI may innovate to establish Revenue streams after approval of NMSCDCL.
 - b. MSI shall share with NMSCDCL 100% of Total Actual Revenue (net) generated from day 1 of the Post Stabilization Period till end of 5th Year on a Quarterly basis.
 - c. MSI shall be responsible for implementation and maintenance of all elements of Nashik Smart City initiatives for the entire duration of the project.
 - d. In case MSI is found incompetent with respect to generation of revenue from any of the initiatives, NMSCDCL shall issue a written warning/show cause notice to MSI on account of inefficiency and causing revenue loss to NMSCDCL. MSI shall be given 15 days from the date of notice and sufficient opportunity to represent their case before CEO, NMSCDCL and in case CEO, NMSCDCL is not satisfied with the response of MSI, appropriate action against MSI shall be taken. Also, if the MSI is not satisfied with the action/response of NMSCDCL, then the MSI may appeal to the Commissioner, Nashik Municipal Corporation (who is also the Director of NMSCDCL) for redressal.
 - e. MSI may innovate to establish other Revenue streams with infrastructure established for Nashik Smart City after approval of NMSCDCL.
7. On receipt of a written application from the MSI (in addition to submission of any other document which NMSCDCL requires to be provided and subject to fulfilment of any conditions prescribed by



NMSCDCL), NMSCDCL shall make payment of CAPEX and OPEX (as per Payment Schedule) to the MSI as per actuals and as per the amount quoted by the MSI in the Commercial Bid/ Contract.

8. The Operations and Maintenance (O&M) period shall be for a period of five (5) years, post Stabilization Period.
9. The MSI shall provide comprehensive warranty for all hardware, software and networking components, and both on-field and inside the Command and Control Centre during O & M period.
10. The MSI shall be responsible for arranging for annual technology support for the respective OEM products provided to NMSCDCL during the entire contract duration (1+5 = 6 Years).
11. NMSCDCL reserves the right to modify the engagement model at any given time as deemed fit as per mutually agreed terms and conditions between MSI and NMSCDCL in the larger Public Interest. NMSCDCL's decision shall be final and binding upon the bidder.
12. The payment of every instalment in a year shall be subject to calculations and adjustments of penalties (as defined in Service Level Agreements) accumulated by the MSI during the preceding period of payments. The rates quoted shall be inclusive of all duties, taxes and GST. The rates shall be firm and fixed shall not be subject to any change, variations, on any other condition whatsoever nature and shall hold till completion of supply of the goods. In case of any upward revision in taxes/duties that occur within the AMC period, NMSCDCL shall pay the Bidder to the extent of additional quantum as a result of any increase in duties/taxes. Similarly, in case of downward revision in any duty/tax within the AMC period, the actual quantum of reduction of such duty/tax shall be reimbursed to the NMSCDCL by the Bidder. NMSCDCL shall reimburse the taxes paid by MSI at actuals, against proof of payment.
13. The MSI shall be responsible to record all Revenue in the Escrow account from the date of Go-live. During detailed design stage, MSI shall fix rates for all Nashik Smart City initiatives that have potential revenue sources like advertisements form City Connect Portal and Mobile App, Digital signage etc. as per the prevailing market rates.
14. The MSI shall follow all labour laws applicable to this project and indemnify, defend and hold NMSCDCL, its officers, employees, agents, consultants, etc. harmless from and against any and all liability, loss, expense (including attorneys' fees), and claims against violation of such labour laws by the MSI.
15. For leveraging existing infrastructure:
 - a. NMSCDCL reserves the right to direct MSI to leverage existing infrastructure erected by NMSCDCL or any other agency on NMSCDCL's behalf for Nashik Smart City project.
 - b. In such a case, when NMSCDCL specified infrastructure is leveraged by the MSI for Nashik Smart City project under this RFP, the respective cost of infrastructure, its installation and foundation shall be deducted from payment to MSI by NMSCDCL.



- c. The cost to be deducted shall be determined based on the rates quoted by MSI in the applicable year during CAPEX and OPEX life cycle and/or rate analysis done by NMSCDCL. These rates to be deducted shall be approved by NMSCDCL. However, the utility of the infrastructure offered by NMSCDCL shall be in consultation with the MSI and in interest of the Nashik Smart City project and after due diligence of its pros and cons as regards to security, utility etc.
- d. The MSI shall clearly mention all its partners for this project including but not limited to other consortium members, OEMs, ISP, sub-contractors, etc. Change in consortium members is not permitted after the award of contract. NMSCDCL reserves the right to terminate the contract in case there is any change in partners. NMSCDCL's decision shall be final and binding.

5.2. Deliverables and Payment Schedule

T = Date of Award of contract (work order)

Sr. No.	Milestone	Timelines	Deliverables
1	Project Inception Report	T + 1 month	Detailed site survey report including infrastructure requirement analysis, hardware deployment plan, recommended action plan to address the gaps, budget estimates for addressing the gaps uncovered during the survey, phase wise Location distribution etc. Detailed Project Plan including resource deployment, Communication Plan, Risk Management Plan, Information Security and Business Continuity Plan, Sensitization and Training Plan, Operations Management Plan and other Plans as deemed fit by NMSCDCL.
2	Development of the City Connect Portal	T + 1 month	Only static contents to be made operational. Full-fledged portal to be made live in Phase-I
3	Requirement Study and Integration Details	T + 2 months	Architecture and design for SCOC, Submission of FRS, SRS including Solution



Sr. No.	Milestone	Timelines	Deliverables
	<ul style="list-style-type: none"> ➤ Smart City Operation Centre (SCOC) including Data Centre ➤ City IT Network Infrastructure ➤ Intelligent Traffic Management System (ITMS) ➤ Environmental Monitoring System ➤ City Connect portal and Mobile app ➤ Integration of SCOC platform with existing and under development external Systems/ Applications as per scope 		Architecture, Application Design Documents (HLD and LLD) of the proposed system, Integration Report City IT Network and Data Centre including Data Centre Architecture, Network Architecture, Security Architecture, Data Recovery architecture with RPO and RTO details.
4	Phase I: Go-Live <ul style="list-style-type: none"> ➤ Design, supply, installation, commissioning including interior civil work, hardware, system software, network equipment, bandwidth and operationalization of Smart City Operations Center along with DC and DR ➤ Integration with City IT Network Infrastructure – pan city availability of secure network for all proposed edge devices and sensors. Guidelines issued by MoHUA for cyber security 	T + 6 months	<ol style="list-style-type: none"> 1. Site Completion/readiness Report 2. Delivery Acceptance Reports from NMSCDCL/authorized entity 3. Installation and Commissioning Reports 4. Software Licenses details 5. UAT/FAT and Go Live Certificate from NMSCDCL/authorized entity 6. Training Content and Completion Certificate 7. Security Audit Certificate from Cert-In/STQC for Data Centre and Applications



Sr. No.	Milestone	Timelines	Deliverables
	<p>requirement should be adhered for designing</p> <ul style="list-style-type: none"> ➤ Implementation of City Connect portal and Mobile app ➤ Implementation of ITMS ➤ Installation and commissioning of various Smart Elements ➤ Integration With other proposed Smart City applications such as Bicycle Sharing, Street Light etc. 		<p>8. Standard Operating Procedures for the various ICT initiatives relevant to Phase-I.</p>
5	<p>Phase II: Go-Live</p> <ul style="list-style-type: none"> ➤ Integration with existing Applications of Nashik Municipal Corporation. 	<p>T1=T + 9 Months</p>	<ol style="list-style-type: none"> 1. Delivery Acceptance Reports from NMSCDCL/authorized entity 2. Installation and Commissioning Reports 3. UAT/FAT and Go Live Certificate from NMSCDCL/authorized entity 4. Training Content and Completion Certificate 5. Standard Operating Procedures for the various ICT initiatives relevant to Phase-II.
6	<p>Stabilization Period</p>	<p>T2=T1+3 Months</p>	<p>Acceptance Report for stabilization Phase.</p>
7	<p>Operation and Maintenance</p>	<p>T2+ 60 Months</p>	<ul style="list-style-type: none"> ➤ Monthly and Quarterly SLA Reports



Sr. No.	Milestone	Timelines	Deliverables
			➤ Ad-hoc Reports as per the demands of NMSCDCL

5.3. Payment Schedules

#	Milestones	Timelines	Payment
1.	Project Inception Report, Project Plan and Team Deployment	T + 1 Months	5% of Capex value
2.	Approval of SRS,FRS and other submitted document after requirement study	T + 2 Months	5% of Capex value
2.	Hardware Delivery and commissioning for SCOC and DC	T + 4 Months	40% of Capex value
3.	Phase I : Go Live	T + 6 Months	10% of Capex value
4.	Phase II : Go Live	T ₁ =T + 9 Months	10% of Capex value
5	Stabilization Period	T ₂ =T ₁ +3 Months	10% of Capex value
5.	One year of successful completion of Stabilization Period	T ₂ + 12 Months	Remaining 20% of capex value shall be paid in two (2) equal half yearly instalments (i.e. 10% each)
6.	Project Operations and Maintenance phase for a period of 60 months from the Stabilization Period	T ₂ + 60 Months	OPEX will be paid in twenty (20) equal quarterly instalments spread across 5 years Post Stabilization Period

Note 1: No mobilization advance shall be payable to the successful bidder.

Note 2:

- All payments to the Systems Integrator shall be made upon submission of invoices along with necessary approval certificates from NMSCDCL.
- The above payments are subject to meeting of SLAs failing which the appropriate deductions as mentioned in this RFP. During Stabilization Period SLAs are not applicable.



5.4. Inclusion of MSMEs in Project Delivery

The Bidder are encouraged to include Medium and Small and Medium Enterprises (MSMEs) in the delivery of the project by Subcontracting or Outsourcing part of the scope as per RFP Terms and Conditions. The MSME partner shall be registered under the Micro Small Medium Enterprise Act, 2006.

5.5. Bid Submission Format

1. The bidder shall submit the bid online through NMSCDCL e-Tendering portal
2. To view the Tender Notice, Detailed Time Schedule, RFP Document and its supporting documents, kindly visit following e-Tendering portal <https://mahatenders.gov.in>
3. The bids submitted by the Bidder shall comprise of the following three envelopes:
 - i. A three envelope/cover system shall be followed for the bid –
 - a. Envelope A: Tender Fees, EMD and Eligibility Criteria.
 - b. Envelope B: Technical bid
 - c. Envelope C: Commercial bid.

4. The Bid shall include the following documents:

S. No.	Documents Type	Document Format	Online Submission	Envelope
1.	Tender Fee	Scanned copy of Deposit Receipt	Yes	A
2.	EMD	Scanned copy of Deposit Receipt	Yes	A
3.	Eligibility	The Eligibility Proposal shall be prepared in accordance with the requirements specified in the RFP.	Yes	A
4.	Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in relevant sections. This envelope shall also mandatorily include un-priced BOM along with the details of Make, Model and features/Functionalities.	Yes	B
5.	Technical presentation	The Technical Presentation shall be prepared in accordance with the requirements specified in this RFP and in the formats	Yes	B



		prescribed in relevant section.		
6.	Successful implementation Case Studies	Bidder shall mention Successful Implementation Case Studies in the Technical Proposal	Yes	
7.	Commercial Bid	The Commercial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in relevant section.	Yes	C

5. The bidder shall ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only. NMSCDCL shall not accept delivery of Proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. NMSCDCL reserves the right to reject the Bidder's proposal in case of non-submission of the required documents or submission of the documents in a different format/ contents.
6. All bidders interested in participating in the on-line e-Tendering process are required to obtain Class II or Class III Digital Certificates with signing and encryption/decryption facility. The bids shall be prepared and submitted online using individual's digital signature certificate.
7. Apart from submitting the Technical Bid (Envelope A and Envelope B) and the Commercial Bid (Envelope C) online, all the Bidders have to submit one set of the documents related to Pre-qualification (Envelope A) and Technical Evaluation (Envelope B) in hard copy on the date of submission of the bid at NMSCDCL. Please note, copy of the Commercial bid is NOT to be submitted in physical format and needs to be mandatorily uploaded in the etendering portal.
8. In case any discrepancy is observed between the hard copy and the online uploaded copy of a particular document, the online version will prevail.
9. The Commercial Bid is to be submitted online only. The Bidder shall be disqualified if the bidder gives price details in the Technical documents (Envelope A and Envelope B) that are submitted in hard copies and online.
10. All the bidders have to register in NMSCDCL Online e-tendering solution.
11. Documents submitted for Envelope-A, Envelope-B and Envelop-C shall be properly indexed. Each page shall be numbered. In case of multiple documents for same envelope, numbering shall be continuous and not separate for all documents. Index shall be done accordingly.
12. Each page shall have the seal and signature of the person authorized to submit the bid.



13. The bidder shall provide information requested as per formats as per prescribed formats provided in the RFP. In case the bidder fails to do so, NMSCDCL reserves the right to disqualify the bidder.



5.6. Submission of Technical Bid

The bidder shall submit checklist for eligibility criteria as per prescribed format in the RFP.

5.6.1. Submission of Technical Bid

Bidder is expected to divide its proposal in following sections:

5.6.1.1. Bidder's Competence to execute the project

Bidder shall project the capability of the firm to execute this project. Some of the required documents are as follows:

1. Financial Capability of the bidder in required formats and supporting documents
2. Experience of Bidder in executing similar projects in required formats and supporting documents
3. Quality of IT Domain Manpower in the firm

5.6.1.2. Proposed Team for the Project

As specified in the Technical Bid Evaluation section, NMSCDCL would like to give lot of importance on the right people proposed for the project. Bidder may propose different people for different skill-sets required and different responsibilities (during Project Implementation and Post-Implementation). Following documentation is expected in this section:

1. Overall Project Team (for both Project Implementation and Maintenance phases), consists of Top Management Team and Core Delivery Team (Implementation, O & M and On-Premise Teams) as per requirement mentioned in Section – II
2. Escalation Chart for the entire Project Duration
3. Summary Table giving Qualification, Experiences, Certifications, Relevance
4. Detailed CVs in the format attached in the RFP. Undertaking stating that deployed manpower shall be exactly same as that proposed during Technical Evaluation
5. The bidder has to provide detailed CVs and the team deployment plan.

5.6.1.3. Technical Solution Proposed for the Project

Broad areas to be covered in the Technical Solution documentation are given below:

1. Bill of Material (i.e. un-priced commercial bid format): This document shall give indication of all the proposed cost components, without specifying the costs as specified in the RFP. **Please note that the bid shall get dis-qualified if bidder gives price details in the technical document.**
2. Describe the proposed Technical Solution for each of the initiative viz. City Connect Portal and Mobile Application, Environmental Indicators



Dashboards, various Smart Elements, Centralized Smart City Operations Centre, Citizen Digital Experience Gallery, Convergence Points in a structured manner, Intelligent Traffic Management System.

Following shall be captured in the same:

- a. Detailed description of the design and technical solution and various applications and components including make and model of equipment or sizing of infrastructure (including diagrams and calculations wherever applicable)
 - b. Reasoning for selection of the proposed technology over other options.
 - c. Extent of compliance to technical requirements specified in the scope of work
 - d. Technical Design and clear articulation of benefits to NMSCDCL of various components of the solution vis-à-vis other options available.
 - e. Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
3. Provide detailed Approach and Methodology for Pre-Implementation, Implementation and Post-Implementation periods.
 4. Approach and Methodology for Management of SLA Requirements specified in the RFP. Bidder is required to clearly articulate how each of the SLA requirements shall be adhered to.
 5. Detailed Project Plan with timelines, resource allocation, milestones etc. in for supply, installation and commissioning of the physical and IT components.
 6. Insights into best and latest Industry practices and standards.
 7. The bidder is required to provide Design of Smart City Nashik Smart City Operations Centre:
 - a) The bidder shall provide three working design options based on the area approved for the Smart City Operations Centre.
 - b) The design shall have the following components (including but not limited to):
 1. Video Wall
 2. Seating Arrangements
 3. Meeting/War room
 4. Server room
 5. Battery room
 6. Power and UPS set up
 - c) The bidders shall follow industry standards for optimal design of Smart City Nashik Smart City Operations Centre

5.6.1.4. Compliance Table to the IT / Non-IT Components

The RFP (Section-II) has specified the benchmark/minimum specifications for various components. Bidders are expected to give a comprehensive compliance sheet for the equipment/software proposed by them.



5.6.1.5. Signed Copies of the RFP Documents and the Clarification, Corrigendum Issued

It is expected that bidders have read and understood the RFP documents along with clarification / corrigendum documents (if any) before the proposal submission. As a matter of confirmation of the same, Bidders are expected to submit the ink-signed copies of the RFP, Clarification and Corrigendum documents. These shall be signed by the authorized signatory submitting the bid. The bid shall be submitted online through NMSCDCL e-tendering Solution. All above mentioned documents shall have an index page with page numbers specified for all the key information/headers.



6. Submission of Commercial Bid

6.1 General Conditions

1. Bidder shall provide all prices as per the prescribed formats specified in Annexure.
2. All the prices are to be entered in Indian Rupees ONLY
3. No Alternate Proposal: The bidder shall mention only one quantity, Unit Of Measurement (UOM) and unit price for each line item, only from single OEM/ Type for hardware, software etc., to reach at consolidated cost as part of Commercial Bid. Any bids, which proposes multiple options in terms of quantity, Unit of Measurement (UOM), OEM/ Type and unit price for each line item shall be summarily rejected. For example, in case of firewall, the bidder submitting two options of firewalls with different options for quantity, Unit of Measurement (UOM), OEM/ Type and unit price shall be summarily rejected.
4. Prices indicated in the schedules shall be inclusive of all expenses such as taxes, Levies, duties, GST, out of pocket expenses, overheads etc.
5. The prices shall also specify year-wise support cost for a period of Five (5) years, as per formats specified in Annexure.
6. NMSCDCL shall take into account all Taxes, Duties and Levies for the purpose of Evaluation. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
7. NMSCDCL reserves the right to request the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
8. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items in the bid.
9. NMSCDCL reserves the right to enforce variation in the quantities in the range of -10 % to + 25% (referred to as Tolerance limit) of the quantities proposed in the tender.
10. The Unit Rate as mentioned in the following formats shall be used for the purpose of 'Change Order or Additional Order' for respective items, if any. However, based on the market trends, NMSCDCL, retains the right to negotiate this rate for future requirement.
11. For the purpose of evaluation of Commercial Bids, NMSCDCL reserves right to make appropriate assumptions to arrive at a common bid price for all the Bidders. A detailed list of assumptions made by bidder must be submitted in the bid. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
12. Bidder shall refer Section – II of this RFP for details on the functional requirements of the system and the benchmark specifications for the items mentioned in the Commercial formats.
13. Line items mentioned in the Commercial Bid Formats are for representation purpose and bidder may propose as per the



proposed technology/ solution submitted (with proper justification). Bidders are required to suitably add line items depending upon their proposed solution.

14. The Bidder is required to submit Commercial Bid in prescribed format in Annexure. All the Commercial Bid formats shall be signed by authorized signatory.
15. The Commercial Bid shall consist of:
 - i. **Summary Sheet:** The bidder shall submit the "Summary Sheet" which shall include summary of costs for all initiatives. This Summary Sheet shall be considered for evaluation purposes.
 - ii. **Other Commercial Detail Sheet:** The bidders shall submit the elaborate item-wise commercial details as prescribed in formats below on company letter head. The commercial details of the project shall include details of capital expenditure and operational expenditure. The PDF formats of such commercial details shall be attached while submitting the Commercial Bids in order to access how the bidder arrived at the costs.
16. Any bid which does not conform to the formats prescribed shall be disqualified.
17. All figures of costs, project values and others shall be mentioned in Indian Rupees only.
18. The Internet Service Provided (ISP) shall follow TRAI Guidelines and DoT Regulations regarding Bandwidth provisioning.
19. Bidder shall reduce the bandwidth rates, if the prevailing rate as per TRAI, are decreased during the contract period as per the tripartite agreement between ISP, MSI and NMSCDCL (reduction in bandwidth rate shall be in proportion to the TRAI rate reduction). MSI shall make timely payments of the bills for bandwidth consumption and present the duly paid bills along with receipt for reimbursement along with quarterly OPEX Invoices. NMSCDCL shall reimburse payments to MSI only against such duly paid bills along with receipts. Such payments shall be based on prevailing TRAI rate or Unit rate quoted by bidder whichever is lower. The payment to MSI shall be made for actual consumption based.
20. The quantities of manpower mentioned under RFP are indicative to bring parity among bidders and are for the Commercial Bid Evaluation purpose only. The bidder may add additional line items to quote for additional manpower required for maintaining SLAs of the RFP. Post award of contract, the MSI shall submit a detailed deployment plan and schedule for their manpower requirement keeping the project plan and timelines in consideration. Manpower resources shall be deployed by the bidder after approval of NMSCDCL.
21. The bidder shall submit an unpriced BOQ as part of Technical Evaluation (Envelope-B). The Bill of Quantities provided by



NMSCDCL for each of the Smart City Nashik initiatives are high level estimates based on preliminary understanding/survey by NMSCDCL and have been provided for reference. The Bidders are encouraged to conduct their own detailed survey/assessment to study and validate the Bill of Quantities. The Bidder shall add additional line items and/or modify the quantities of existing line items under each CAPEX or OPEX formats, in case its survey results reveal that modifications are required in the prescribed BOQ to meet NMSCDCL requirements and maintain SLAs. The Bidder shall provide detailed explanation as a part of Technical Proposal justifying the changes made by Bidder in quantities and/or additional line items under each CAPEX or OPEX formats. NMSCDCL reserves the right to reject the bids that are submitted without providing such justification for changes or addition in line items. The bidder shall provide justifications for modifications as per format provided in the RFP.

22. Operational Expenditure in Envelope-C, shall include total cost per unit, cost for each line item of the BOQ for the operation and maintenance (yearly) period for Five (5) years of operation. The unit cost of each line item for each year shall be calculated by dividing Opex Cost for that year by the respective quantity.
23. Any conditional bid is liable for rejection.
24. Bidders are required to spell out the rates of applicable taxes and duties.
25. Errors and Rectification: Arithmetical errors shall be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail.

6.1.1 Instructions for Completion of Other Commercial Detail Sheet

1. The bidder is required to fill CAPEX and OPEX for the various initiatives enlisted in the scope of work.
2. The bidder may add any number of items under each cost component. The bidder shall submit commercial details in as much detail as possible.
3. All line items shall be clearly defined and there shall be no miscellaneous expenses.
4. The MSI shall provide onsite comprehensive warranty for all hardware, software and networking components, and both on-field and inside the Smart City Operations Centre for entire period of the project (Go-live + stabilization period +Five years).



6.1.2 Bid Prices

The Bidder shall indicate in the proforma prescribed, the unit rates and total Bid Prices for the equipment/services, it proposes to provide under the Contract. Prices shall be shown separately for each item as detailed in this document.

The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the bidder. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents and with due diligence. It shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents and to meet objectives of the project. If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the project, such changes shall be carried out within the proposed price. If any deviation has a major impact on the commercials, NMSCDCL's Project Implementation Committee shall take appropriate decision and such decisions shall be binding on the MSI.

6.1.3 Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. NMSCDCL and the bidders shall adhere to CVC Guidelines. In case the finalized bidder backs out, NMSCDCL reserves the right to select other agency to carry out the project as per decision of the Bid Evaluation Committee. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Commercial bid shall clearly indicate the price quoted without any ambiguity/qualifications whatsoever and shall include all applicable taxes, duties, fees, levies and GST as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable / payable shall be indicated separately. Shall there be a change in applicable taxes, the actual taxes on the date of billing shall prevail.

Prices in any form or by any reason before opening the Commercial Bid shall not be revealed, failing which the offer shall be liable for rejection.

6.1.4 Authentication of Bids

A Proposal shall be accompanied by a Power-of-Attorney in the name of the signatory of the Proposal.

6.1.5 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in



meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NMSCDCL to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

NMSCDCL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.1.6 Language

The Proposal shall be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, true translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

6.1.7 Late Bids

1. 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 remain unopened.
2. NMSCDCL shall not accept the proposal in case the bidder fails to submit online through e-Tendering solution.
3. NMSCDCL shall not be responsible for any non-receipt/ non-delivery of the documents. No further correspondence on the subject shall be entertained.

6.1.8 Suggestions

The bidder may provide suggestions to the contents of the RFP document. NMSCDCL may, in its discretion, ask the bidder for explanations on the suggestions and decide incorporating the in the RFP. The suggestions, if any, shall be provided latest by the time of Pre-Bid conference, and NMSCDCL shall convey the resultant decision as response to Pre-Bid queries. The decision taken by NMSCDCL shall be final and binding on all the bidders. Any resultant modifications resulting from incorporation of these suggestions, in full or partially, shall be considered for all subsequent evaluation processes of this bid. The suggestions to the RFP shall be mentioned as per Format provided in the RFP and shall be submitted prior to Pre-Bid conference.

6.1.9 Bid Validity

1. The offer/proposals submitted by the Bidders shall be valid for minimum period of 120 days from the date of submission of Bid.
2. On completion of the validity period, unless the Bidder withdraws its bid in writing, bid validity shall be deemed to be extended until such time that the contract is awarded to successful Bidder or bidder formally (in writing) withdraws its bid.



6.1.10 Tender Opening

1. All the envelopes of the bids received within the prescribed closing date and time shall be opened in presence of bidder representatives (who choose to attend the opening of tender), on the date, time and at the address communicated separately to all the bidders who have purchased the RFP documents.
2. The representatives of the bidders shall be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.
3. Envelope A shall be opened initially in the presence of bidders.
4. If the EMD, Tender Fee, Eligibility Criteria is as per the RFP Terms and Conditions then Envelope B of only the qualified bidders shall be opened.
5. Envelope B containing the Technical Proposal shall be opened in the presence of the bidder/ representatives of bidder who choose to attend, at the address, date and time specified in the RFP.
6. Envelope C containing the Financial Proposal shall remain unopened and shall be held in custody of NMSCDCL until the time of opening of the Financial Proposals.
7. At the end of the evaluation of the Technical Proposals, NMSCDCL shall invite bidders who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals shall be informed by NMSCDCL separately and individually to qualified bidders.

6.1.11 Rejection Criteria

6.1.11.1 General Rejection Criteria

1. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the RFP Process
2. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions
3. Bids received after the prescribed time and date for receipt of bids
4. Bids without signature of person (s) duly authorized on required pages of the bid
5. Bids without power of attorney/ board resolution
6. Conditional Bids
7. Bids mentioning Bid validity less than 120 days

6.1.11.2 Eligibility Stage Rejection Criteria

1. Eligibility Criteria envelope containing any kind of commercial details;
2. Bidders not complying with the Eligibility Criteria given in this RFP
3. Revelation of Prices in any form or by any reason before opening the Commercial Bid;



4. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect;

6.1.11.3 Technical Rejection Criteria

1. Technical Bid containing commercial details;
2. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
3. If bid is non-responsive, with respect to providing required information in every aspect;
4. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder;
5. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;
6. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender

6.1.11.4 Commercial Rejection Criteria

1. Incomplete Price Bid;
2. Price Bids that do not conform to the Tender's price bid format;
3. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
4. If there is an arithmetic discrepancy in the commercial bid calculations the Evaluation Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.
5. If bids not submitted as per formats provided in the RFP
6. NMSCDCL reserves right to reject such bids wherein bid costs are found to be unreasonable and/or unjustifiable by Evaluation Committee

6.1.11.5 Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, NMSCDCL may, at its discretion, ask some or all bidders for clarifications with regards to their offer. The request for such clarifications and the response shall necessarily be in writing (by letter / fax / email). Failure of a Bidder to submit additional information or clarification as sought by NMSCDCL within the prescribed period shall be considered as a non-responsive bid, and shall be treated as per provision mentioned above at "**Technical Rejection Criteria**".

6.2 Evaluation Process

6.2.1 Bid Evaluation Committee

1. NMSCDCL shall constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders



2. The BEC constituted by the NMSCDCL shall evaluate the responses to the RFP (Envelope A, Envelope B and Envelope C) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the Bid Evaluation Committee 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.
4. The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
5. The Bid Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
7. The BEC would submit its decision to the competent authority whose decision shall be final and binding upon the bidders.

6.2.2 Eligibility Criteria (Envelope A)

The bidder shall be evaluated based on the Eligibility Criteria mentioned below. The bidder shall submit all the documents as mentioned below as per the formats mentioned in Section – IV. NMSCDCL shall consider only documents submitted as part of Envelope A for Evaluation of Eligibility Criteria- Envelope A. Only eligible bidders shall be qualified for Technical Evaluation (Envelope B).

#	Basic Requirement	Specific Requirements	Documents Required
PQ 1	Legal Entity	MSI (Sole Bidder or all members of consortium) should be: <ul style="list-style-type: none"> ➤ A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto. ➤ Registered with GST Authorities in India ➤ Should have been operating for the last five years in India as on the 	<ul style="list-style-type: none"> ➤ Copy of Certificate of Incorporation ➤ Copy of PAN ➤ Copy of Registration Certificates with the GST Authorities ➤ Copy of purchase orders showing at least 5 years of operations OR Certified true copy of balance sheet and PL statements for last 5 years ➤ Consortium agreement clearly stating the roles and responsibilities of each member.



#	Basic Requirement	Specific Requirements	Documents Required
		<p>date of publishing of RFP notice (including name change / impact of mergers or acquisitions).</p> <p>➤ Maximum three companies are allowed in a consortium including the Lead Member.</p>	
PQ 2	Turnover	<p>Sole Bidder or Lead Bidder in case of consortium should have an average annual turnover of at least INR 300 Crores during the last 3 financial years (FY 2014-15, 2015-16 and 2016-17) from IT/ITeS/ICT projects</p> <p>Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Certificate from the Statutory Auditor / Chartered Accountant. In case Chartered Accountant certificate is submitted the said certificate also need to be counter signed by Company Secretary / authorized signatory of the bidder.</p>
PQ 3	Net Worth	<p>The Sole Bidder or Lead Bidder in case of consortium should have positive net worth of INR 10 Crore as per the audited consolidated financial statements in each of the last three financial Years 2014-15, 2015-16, 2016-17.</p> <p>Net-worth = (Paid up share capital) + {(Free reserves - Share premium) + Share premium of listed companies} -</p>	<p>Certificate from the Statutory Auditor on net worth.</p>



#	Basic Requirement	Specific Requirements	Documents Required
		(Revaluation of reserves) - (Intangible assets) - (Miscellaneous expenditure to the extent not written off and carry forward losses).	
PQ 4	Experience- MSI Aggregated Project experience	<p>Bidder (Sole Bidder or Any member of Consortium) should have similar project experience with aggregated project value of INR 50 Cr. for any Central Government /State Government/ PSU/ Urban Local Bodies/Defense/ Govt. Boards/Metro Rail Corporations in India in last Five years from the last date of submission of bid. A maximum of three projects can be considered for aggregated project value.</p> <p>Similar projects includes: IT system integration services / ICT system integration services / tele- communication infrastructure / utility management / Transport management / command and control center implementation / Command and Control Centre / Network Operations Centre (NOC) /DC/ DR/Hardware and Software Supply and Integration in India.</p>	<p>Mandatory Supporting documents</p> <ul style="list-style-type: none"> ➤ Copy of work order ➤ Completion Certificate /Phase completion Certificates from the client on client Letter Head (in case of ongoing project) ➤ In case the experience shown is that of the bidder's parent / subsidiary company, then the following additional documents are required: <ul style="list-style-type: none"> ▪ Letter from the Company Secretary of the bidder certifying that the entity whose experience is shown is parent/subsidiary Company ▪ ii. Shareholding pattern of the bidding entity as per audit reports



#	Basic Requirement	Specific Requirements	Documents Required
PQ 5	Experience – Cloud Service Provider (CSP) Project Experience	<p>The CSP proposed by the Bidder should meet all the following conditions :</p> <ul style="list-style-type: none"> ➤ CSP should have provided cloud base services in minimum three projects with each project value of minimum INR 5 Cr. for any Central Government / State Government / PSU / Urban Local Bodies / Defaces/ Govt. Boards / Metro Rail Corporations in India. ➤ CSP should have datacenter in at least two different seismic zones in India ➤ The CSP should be MEITY empaneled. 	<p>Mandatory Supporting documents</p> <ul style="list-style-type: none"> ➤ Valid Copy of certificates ➤ Copy of work order ➤ Completion/Phase completion Certificates from the client on client Letter Head (in case of ongoing project) ➤ In case the experience shown is that of the bidder's parent / subsidiary company, then the following additional documents are required: <ul style="list-style-type: none"> ▪ Letter from the Company Secretary of the bidder certifying that the entity whose experience is shown is parent/subsidiary Company ▪ Shareholding pattern of the bidding entity as per audit reports
PQ 6	Experience – Command Control Centre OEM	<p>The Smart City Operation Control application offered by the Bidder should meet all the following conditions :</p> <ul style="list-style-type: none"> ➤ OEM of the product should be on the latest Navigant Research Leader board or IMS Report or IHS report 	<p>Mandatory Supporting documents</p> <ul style="list-style-type: none"> ➤ Copy of work order ➤ Completion/Phase completion Certificates from the client on client Letter Head (in case of ongoing project) ➤ In case the experience shown is that of the bidder's parent / subsidiary company,



#	Basic Requirement	Specific Requirements	Documents Required
		<ul style="list-style-type: none"> ➤ Solution should have been implemented in at least one project in any Central Government / State Government / PSU / Urban Local Bodies / Defense/ Govt. Boards / Metro Rail Corporations in India. ➤ OEM should have Support office in India 	<p>then the following additional documents are required:</p> <ul style="list-style-type: none"> ▪ Letter from the Company Secretary of the bidder certifying that the entity whose experience is shown is parent/subsidiary Company ▪ Shareholding pattern of the bidding entity as per audit reports
PQ 7	Blacklisting	The Sole Bidder or all the members of Consortium should not have blacklisted by any Central Government/State Government /PSU/Urban Local Bodies/ Defense/ Govt. Boards/Metro Rail Corporations in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Undertaking by the authorized signatory of the bidder.
PQ 8	Certifications	The Sole Bidder or members in case of consortium collectively should possess the following Certifications which are valid at the time of bid submission: <ul style="list-style-type: none"> ➤ ISO 20000:2011 ➤ ISO/IEC 27001:2013 ➤ ISO 9001:2008 	Valid Copy of certificates on the name of the Sole Bidder or Member in case of consortium



#	Basic Requirement	Specific Requirements	Documents Required
		➤ SEI/CMMI- Process Level 3 and above	
PQ 9	Employee strength	The Sole Bidder/Consortium Members together should have a minimum of 100 technical resources involved IT/ ITES/ ICT Projects and related services on its rolls as on the date of submission of bid.	Certification by the authorized HR person of the bidder.

1. Any bid failing to meet the above eligibility criteria shall be disqualified and shall not be considered for Technical Evaluation.
2. Change in Eligibility Criteria: If there is a change in the status of the bidder with reference to any of the eligibility criterion specified above, during the bid process till the award of the project, the bidder shall immediately bring the same to the notice of NMSCDCL.
3. For the purpose of the criterion, turnover of only the bidding entity shall be considered. Turnover of any parent, subsidiary, associated or other related entity shall not be considered. The bidder may quote the project experience of any of its affiliates, associates, subsidiaries or parent for the purpose of meeting the Technical Qualification Requirements. However, in such cases the parent company shall be required to adhere to the following conditions:
 - a. The Bidding entity shall be required to leverage relevant experience and manpower resources from their Parent company for implementation and O&M phases.
 - b. The Bidding entity shall have a back to back inter-firm agreement with its parent company, affiliate, associate, subsidiary, which shall be shared with NMSCDCL as part of the Technical bid document, and which shall include extensive scope and risk matrix between the parent company and its affiliate, associate, subsidiary.
4. The content, information, projects etc. mentioned by the bidder in Envelope-A documents shall be considered only for evaluation of Envelope-A and not for any other evaluation.
5. The bidder shall be disqualified and its bid shall be summarily rejected if any details related to Commercial Bid are provided before Opening of Envelope-C.



6. All the documents forming part of the Technical and Financial proposal need to be ink-signed signed by the person having Power of Attorney along with the official seal of the organization.

6.2.3 Technical Evaluation

Bidders who qualify in Envelope A shall be considered as qualified to move to the next stage of Technical evaluations. NMSCDCL shall consider only documents submitted as part of Envelope B for Technical Evaluation - Envelope B. No other documents shall be considered for evaluation. The Technical Evaluation of Bidders' proposals (Envelope B) shall be based on:

1. Technical Proposal Document
2. Technical Presentation
3. Proof of Concept
 - a. Bidders will have to make and deliver the technical presentation regarding Approach and Methodology and Understanding of the requirements.
 - b. During the presentation, the bidder has to specifically demonstrate innovative ideas and themes related to citizen experience center, design parameters and security and ruggedness of IoTs and edge devices.
 - c. Bidders shall be directed to give Proof of Concept to NMSCDCL as per the demo scripts that shall be shared with the Bidders who qualify the Technical Stage.

6.2.4 Technical Scoring and Evaluation

1. This is a Quality and Cost Based Selection (QCBS)
2. The Relative Technical Score (RTs) carries 80% of the weightage, while Relative Financial Score (RFs), to be calculated as per Section – I, is given 20% weightage.
3. For the purpose of arriving at Technical Score (Ts), the bid shall be evaluated against the Technical Parameters, with respective weightages, as given in Section – I
4. The Total Technical Score (Ts) shall be calculated out of 100 Marks, and shall be evaluated as below:

The Bidder has to score Minimum Qualifying Marks as below:

 - Overall Technical Evaluation: minimum **70 Marks**,
 - **Proof of Concept: Minimum 10 marks (Mandatory)**
5. **Only the Bidders scoring marks equal to or greater than Minimum Qualifying Marks as mentioned above shall qualify for Commercial Bid Opening (Envelope C).**
6. Based on the Technical Score (Ts), calculated as above, the Relative Technical Score (RTs) shall be calculate as below, only for the qualifying bidders -



RTs of the qualifying
bidder =

Ts of the qualifying Bidder
Ts of the highest qualifying
Bidder

6.2.5 Technical Evaluation Matrix

Section	Evaluation Criteria	Total Marks	Minimum cut-off Marks
A.	Bidder's Organizational Strength and Experience	45	Not Applicable
B.	Approach & Methodology, Resources Planning, Project Governance and Key Personnel, Presentation	35	Not Applicable
C.	Proof of Concept	20	10
Overall Technical Score		Total	100

The table below describes the Technical Evaluation criteria along with the weightages for each parameter. Technical Evaluation criteria to be defined below:

#	Technical Evaluation Criteria	Points								
TQ 1.0	Company's Financial Profile	10								
TQ 1.1	The Sole Bidder or Lead Member in case of Consortium should have average annual turnover* of minimum INR 300 Cr for the last three financial years (2014-15, 2015-16, 2016-17) from the business area of ICT Infrastructure / IT System Integration Services. (*Turnover of any parent, subsidiary, associated or other related entity will not be considered.) Points shall be awarded as per below: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Turn Over</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>300-500 Cr.</td> <td>5 marks</td> </tr> <tr> <td>501-1000 Cr.</td> <td>8 marks</td> </tr> <tr> <td>Above 1000 Cr.</td> <td>10 marks</td> </tr> </tbody> </table>	Turn Over	Points	300-500 Cr.	5 marks	501-1000 Cr.	8 marks	Above 1000 Cr.	10 marks	
Turn Over	Points									
300-500 Cr.	5 marks									
501-1000 Cr.	8 marks									
Above 1000 Cr.	10 marks									
TQ 2.0	Relevant MSI Experience	25								
TQ 2.1	Bidder (Sole Bidder or Any Consortium Partner) should have similar project experience with aggregated project value of INR 50 Cr. in last Five years from the last date of submission	20								



#	Technical Evaluation Criteria	Points															
	<p>of bid for any Central Government/State Government /PSU/Urban Local Bodies/ Defense/ Govt. Boards/Metro Rail Corporations in India.</p> <table border="1"> <thead> <tr> <th>Aggregated Project value</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>>INR 50 Cr. <= INR 100 Cr.</td> <td>10 marks</td> </tr> <tr> <td>> INR 100 Cr.<= INR 200 Cr.</td> <td>15 marks</td> </tr> <tr> <td>> INR 200 Cr. above</td> <td>20 marks</td> </tr> </tbody> </table> <p>Similar projects includes: IT system integration services / ICT system integration services / tele- communication infrastructure / utility management / Transport management / command and control center implementation / Command and Control Centre / Network Operations Centre (NOC) /DC/ DR/Hardware and Software Supply and Integration in India.</p>	Aggregated Project value	Points	>INR 50 Cr. <= INR 100 Cr.	10 marks	> INR 100 Cr.<= INR 200 Cr.	15 marks	> INR 200 Cr. above	20 marks								
Aggregated Project value	Points																
>INR 50 Cr. <= INR 100 Cr.	10 marks																
> INR 100 Cr.<= INR 200 Cr.	15 marks																
> INR 200 Cr. above	20 marks																
TQ 2.2	<p>The Sole Bidder or any member of the consortium should have successfully completed or attained Go-Live for at least one project as a System Integrator of Command Control and Communication Centre (Comprising of Command Centre Application, Management Dashboard, Video Wall, Operation Room and Helpdesk Centre). worth not less than INR 20 Cr for any Central Government/State Government /PSU/Urban Local Bodies/ Defense/ Govt. Boards/Metro Rail Corporations in India.</p> <table border="1"> <thead> <tr> <th>Number of Project</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1 project meeting the criteria</td> <td>2.5 marks</td> </tr> <tr> <td>2 projects meeting the criteria</td> <td>5 marks</td> </tr> </tbody> </table>	Number of Project	Points	1 project meeting the criteria	2.5 marks	2 projects meeting the criteria	5 marks	5									
Number of Project	Points																
1 project meeting the criteria	2.5 marks																
2 projects meeting the criteria	5 marks																
TQ 3.0	OEM Experience	10															
TQ 3.1	<p>➤ The smart city Operation control application offered by the MSI for this project will be evaluated on the basis of manufacturer of the products as per Navigant Research Leader board or IMS Report or IHS Report. Marks would be awarded as per the following criteria:</p> <table border="1"> <thead> <tr> <th>Sr.</th> <th>OEM Prescription</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>OEM prescribed as Leaders or Top - 5</td> <td>10</td> </tr> <tr> <td>2</td> <td>OEM prescribed as Contenders or Top- 10</td> <td>8</td> </tr> <tr> <td>3</td> <td>OEM prescribed as Challengers or Top - 15</td> <td>5</td> </tr> <tr> <td>4</td> <td>OEM prescribed as Followers, or OEM not listed in Navigant Research Leader board or not present in IMS or HIS Report</td> <td>3</td> </tr> </tbody> </table>	Sr.	OEM Prescription	Points	1	OEM prescribed as Leaders or Top - 5	10	2	OEM prescribed as Contenders or Top- 10	8	3	OEM prescribed as Challengers or Top - 15	5	4	OEM prescribed as Followers, or OEM not listed in Navigant Research Leader board or not present in IMS or HIS Report	3	10
Sr.	OEM Prescription	Points															
1	OEM prescribed as Leaders or Top - 5	10															
2	OEM prescribed as Contenders or Top- 10	8															
3	OEM prescribed as Challengers or Top - 15	5															
4	OEM prescribed as Followers, or OEM not listed in Navigant Research Leader board or not present in IMS or HIS Report	3															
TQ 4.0	Proposed Key Personnel	10															



#	Technical Evaluation Criteria	Points
TQ 4.1	Team Leader-cum-Program Manager- During Implementation	2
TQ 4.2	Solution Architect- During Implementation	
TQ 4.3	IoT Expert- During Implementation	2
TQ 4.4	Command Control and Communication Centre Expert- During Implementation	2
TQ 4.5	Operation Manager- Post Implementation	2
TQ 5.0	Technical Proposal and Presentation	25
TQ 5.1	Understanding of the project and details of proposed solution and architectures. Approach and Methodology for Implementation (should cover Solution Architecture, scalability, Interoperability and modularity features considering the future expansion of the project and the detailed project execution of plan for completing it on time)	4
TQ 5.2	Design parameters for all edge devices and Street element	7
TQ 5.3	Ruggedness and security of IoTs and edge devices.	7
TQ 5.4	Innovative ideas and theme designing for Citizen Experience Gallery	7
TQ 6.0	Proof of Concept*	20
Grand Total		100

Note:

- The Presentation has to delivered by proposed Program Manager
- Proof of Concept parameters will be shared separately to the technically qualified bidders at a later stage.
- For projects where fee has been received in any currency other than Indian Rupees, than the foreign currency conversion rate available on Reserve Bank of India's portal as on the date of publication of the tender document shall be used for conversion of amount in foreign currency to Indian Rupees equivalent.
- Projects executed for bidder's own or bidder's group of companies shall not be considered.
- Presentation shall be restricted around the submitted Technical proposal to the authority. Any deviation from the technical proposal, shall not be considered during evaluation.



6.2.6 Commercial Evaluation

1. This is a Quality and Cost Based Selection (QCBS),
2. The Commercial Bids of Technically Qualified bidders shall be opened on the prescribed date in the presence of bidder representatives. The Grand Total ("GT") submitted by the bidder as per format provided in Section IV Commercial Formats, shall be considered for Evaluation of Commercial Envelope (Envelope-C)
3. The Relative Commercial Score (RCs) carries 20% of the weightage, while the Relative Technical Score (RTs), calculated as per Section – I is given 80% weightage.
4. **The Relative Commercial Score (RFs)** of the bidder for the Commercial Bid Component as calculated below
 - a) *The bidder with Lowest Qualifying Commercial Bid (C_L) shall be awarded 100 marks*
 - b) *The Relative Commercial Score of other qualifying bidder shall be computed as below*

$$\text{RCs of the qualifying bidder} = \frac{\text{Cs of the lowest Bidder (C}_L\text{)}}{\text{Cs of the qualifying Bidder}} \times 100$$

5. The bid price shall include all taxes, levies duties, GST, out of pocket expenses, overheads etc. and shall be in Indian Rupees.

6.2.7 Final Composite Bid Score

1. The Relative Technical Score (RTs), as per Section – I and Relative Commercial Score (RCs), as per Section – I secured by each bidder shall be considered for computing the Final Composite Bid Score.
2. The bidder securing the highest Composite Bid Score shall be adjudicated as the Most Responsive Bidder for award of the Project.
3. The overall score shall be calculated as follows:-

$$\text{CBs} = 0.80 * \text{RTs} + 0.20 * \text{RCs}$$

Where,

CB_s = Final Composite Bid Score

RT_s = Total Relative Technical score of the qualifying bidder

RC_s = Total Relative Commercial Score of the qualifying bidder

Composite score of the Bidders for a Project shall be worked out as under:

4. Table: Composite Bid Score

Bidder	Relative Technical Score	Relative Commercial Score	Composite Score
	RTS	RCS	CBs= 0.80 * RTs + 0.20* RCs
A			
B			
..C			

Initial of Bidders
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5. The Most Responsive Bidder shall be the agency securing the highest final Composite Score.
6. In the event of two or more Bidders securing exactly the same composite score, then NMSCDCL reserves the right to:
 - i. Declare the bidder whose technical score is highest, among the bidders who have secured exactly the same composite score as preferred bidder, Or
 - ii. Adopt any other method as decided by NMSCDCL.
7. NMSCDCL reserves the right to confirm the Most Responsive Bidder as Successful Bidder subject to negotiations and approval of competent authority

6.2.8 Team Evaluation Matrix

Sr.	Resource Role	Maximum Marks	Other Requirements	Deployment Location
1.	Team Leader-cum-Program Manager	2	a) Educational Qualification: <ul style="list-style-type: none"> ➤ BE/B. Tech with MBA/MS/M. Tech= 0.5 Mark b) Certification : <ul style="list-style-type: none"> ➤ PMP / Prince 2 (P) Certification = 0.5 Mark c) Work experience in the capacity of Project /Program Manager in ICT implementation Projects: <ul style="list-style-type: none"> ➤ >=15 Years = 0.5 Mark d) Project/Program management Experience in ICT implementation Project (Command Control /Intelligent Traffic Management System) <ul style="list-style-type: none"> ➤ 2 Projects = 0.5 Marks 	At NMSCDCL Office.
2.	Solution Architect	2	a) Educational Qualification: <ul style="list-style-type: none"> ➤ BE / B. Tech with MS/M. Tech = 0.5 Mark b) Certification : <ul style="list-style-type: none"> ➤ Any industry standard certifications like TOGAF = 0.5 Mark c) Work experience in the capacity of Solution Architect:	At MSI's location



Sr.	Resource Role	Maximum Marks	Other Requirements	Deployment Location
			<ul style="list-style-type: none"> ➤ >=7 years =0.5 Mark d) Work experience as Solution Architect: <ul style="list-style-type: none"> ➤ 2 or more projects = 0.5 Marks 	
3.	IoT Expert	2	a) Educational Qualification: <ul style="list-style-type: none"> ➤ BE / B. Tech with MS/M. Tech. = 0.5 Mark b) Work experience in ICT based projects: <ul style="list-style-type: none"> ➤ >=7 years = 0.5 Marks c) Work experience of IoT related project implementation: <ul style="list-style-type: none"> ➤ >=2 Projects = 1 Marks 	At MSI's location but need to attend important meetings at NMSCDCL office.
4.	Command Control and Communication Centre Expert	2	a) Educational Qualification: <ul style="list-style-type: none"> ➤ BE / B. Tech with MBA/MS/M. Tech. = 0.5 Mark b) Work experience in setting-up Command Control Centre projects : <ul style="list-style-type: none"> ➤ >=6 and <9 years = 0.5 Mark ➤ >=9 and <12 Years= 1 Mark ➤ >=12 Years= 1.5 Marks 	At Smart City Operations Center.
5	Operation Manager	2	a) Educational Qualification: <ul style="list-style-type: none"> ➤ BE / B. Tech with MBA/MS/M. Tech. = 0.5 Mark b) Work experience in Operation and management of Command Control Centre/ NOC projects : <ul style="list-style-type: none"> ➤ >=6 and <9 years = 0.5 Mark ➤ >=9 and <12 Years= 1 Mark ➤ >=12 Years= 1.5 Marks 	At Smart City Operations Center.

➤ CVs needs to be provided in the format provided as Annexure. Deviation from prescribed format shall attract rejection of the CV.



- Deployment of key experts shall be as per the deployment plan provided.

6.3 Appointment of Master System Integrator

This section includes rights and responsibilities of both parties with respect to award of contract.

6.3.1 Award Criteria

NMSCDCL shall award the Contract to the Successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings. The most responsive bidder shall be informed in writing and/or e-mail. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder imposes any new terms or conditions. This procedure would be used in exceptional cases only.

6.3.2 Right to Accept Any Proposal and To Reject Any or All Proposal

NMSCDCL reserves the right to accept or reject any proposal, and to annul the tendering process/ public procurement process and reject all proposals 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 NMSCDCL action.

6.3.3 Term of the Contract Agreement

The term of this Contract shall be a period of 72 months from the date of signing of this Agreement. The term includes 12 months of implementation phase until go-live + 3 months of stabilization period and 60 months of Operation and Maintenance of the Project. In the event that implementation period gets extended beyond 12 months, NMSCDCL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 60 months from the date of successful Stabilization Period. In the event of such an extension, NMSCDCL shall not reimburse the bidder for the expenses incurred, if the delay is attributable to the bidder alone.

Post the term defined above, NMSCDCL reserves the right to extend the contract to the existing MSI based on mutual agreement between NMSCDCL and MSI. At the end of fifth year from Stabilization Period, the Master System Integrator may submit a proposal expressing its interest in continuing this Contract for a further period of at least 1 year up to three (3) years maximum. NMSCDCL shall consider this proposal after satisfying itself about the technological and commercial soundness of the proposal. Based on the satisfaction of NMSCDCL, it shall enter



into negotiations with the MSI for renewal of this Contract. Upon successful conclusion of negotiations, the MSI shall upgrade the systems / technology, as required, and operate the same for a further period of at least 1 year up to maximum three (3) years. The extension term shall have substantially the same terms and conditions as the original contract.

6.3.4 Notification of Award

NMSCDCL shall notify the Successful Bidder in writing, that its proposal has been accepted. The signature of contract by representatives of MSI and Nodal Agency shall constitute the execution of the contract. Upon issuance of Letter of Intent (Lol) to Successful Bidder, the Successful Bidder shall furnish Performance Bank Guarantee within 15 days of Lol, and sign the contract within one week thereafter. On submission of PBG by MSI, NMSCDCL shall notify each unsuccessful bidder of the award of contract and return their EMD.

6.3.5 Contract Finalization and Award

NMSCDCL shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. On this basis the draft contract agreement would be finalized for award and signing.

6.3.6 Performance Bank Guarantee

Selected Bidder shall provide a Performance Bank Guarantee to NMSCDCL, within 15 (fifteen) days from the Notification of award, for a value equivalent to 10% of the Contract Value. In case of a Consortium, the Lead Bidder of Consortium shall be liable to pay Performance Bank Guarantee. PBG shall be valid for 6 months beyond the term of the resultant contract (Till Go-live + stabilization period + Five years), including any subsequent term extension, if applicable. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The MSI shall be responsible for extending the validity date of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the Selected Bidder fails to submit performance guarantee within the time stipulated, the NMSCDCL at its discretion may cancel the order placed on the Selected Bidder without giving any notice. NMSCDCL shall invoke the performance guarantee in case the selected MSI fails to discharge their contractual obligations during the period or NMSCDCL incurs any loss due to MSI's negligence in carrying out the project implementation as per the agreed terms and conditions.

6.3.7 Signing of Contract

Subsequent to NMSCDCL's notification to the Successful Bidder by way of Lol, the acceptance of the Lol, in writing, and submission of the Performance Guarantee



shall be done within 15 days of Lol, and the Successful Bidder shall execute the Agreement with the NMSCDCL, within one week of giving written acceptance and submission of PBG. Failure of the Successful Bidder to furnish the Performance Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Successful Bidder to be forfeited. The Successful Bidder shall be liable to indemnify NMSCDCL for any additional cost or expense, incurred on account of failure of the Successful Bidder to execute the Agreement.

Notwithstanding anything to the contrary mentioned above, NMSCDCL at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Successful Bidder, provided the same is bona fide.

The Draft Master Service Agreement between NMSCDCL and the Successful Bidder has been given Section – III.

6.3.8 Taxes

- 1 NMSCDCL or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Implementation Agency wherever applicable. The Implementation Agency shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.
- 2 NMSCDCL shall provide Implementation Agency with the original tax receipt of any withholding taxes paid by NMSCDCL or its nominated agencies on payments under this Agreement. The Implementation Agency agrees to reimburse and hold the Nodal Agency or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the NMSCDCL or its nominated agencies, the Implementation Agency and third party subcontractors.
- 3 If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by NMSCDCL for providing the services i.e. GST or any such other applicable tax from time to time, which increase or decreases the cost incurred by the MSI in performing the Services, then the remuneration and reimbursable expense otherwise payable to the NMSCDCL under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Implementation Agency shall be entitled to reimbursement on submission of proof of payment of such tax or levy. [any impact of upward/ downward revision of the taxation needs to be reimbursed only on submission of tax receipt and the MSI shall revert with the certified copy within 7 days of payment of the tax)



- 4 The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:
- (i) Any resale certificates;
 - (ii) Any relevant information regarding out-of-state or use of materials, equipment or services; and
 - (iii) Any direct pay permits, exemption certificates or information reasonably requested by the other Party.

6.3.9 Right to vary the scope of the work

NMSCDCL reserves the right to modify the scope of work at any time during the bid process and contract period. NMSCDCL reserves the right to amend scope of work defined in this RFP in any manner, and/or hire another bidder or any other agency to carry out the scope as approved by NMSCDCL. NMSCDCL reserves the right to split the scope of work like Implementation Stage, Post Implementation Stage, Block wise, Initiative wise, etc. among more than single bidder. If any such change causes an increase or decrease in the total value of contract, or the time required for the MSI's performance of any part of the work under the resultant Agreement, whether changed or not changed by the order, it shall be based on the unit prices quoted by the bidder. The decision of the NMSCDCL shall be final and binding upon MSI. MSI shall be responsible for end to end integration with other Smart City Nashik Initiatives, irrespective of part order awarded to other agency, at no additional cost to NMSCDCL.

6.3.10 Failure to Agree with the Terms and Conditions of the RFP

The performance of bidder shall be continuously reviewed by NMSCDCL to maintain the terms and conditions as specified in this RFP. Based on the review, if the MSI fails to satisfy/maintain their commitment with respect to Uptime, Performance, Timely implementation of the project etc. the contract may be terminated by giving three months' notice period. NMSCDCL's decision in this regard shall be final and termination of agreement shall happen as per Section III. In case of termination of this contract, NMSCDCL shall invoke action as per Section III, TERMINATION. Failure of the Successful Bidder to agree with the terms of Legal Agreement and Terms and Conditions of the Contract, finalized after negotiations, if any, shall constitute sufficient grounds for the annulment of the award, in which event NMSCDCL may award the contract to another agency in line with the procedures and policies in place at the time of termination. In addition, NMSCDCL reserves the right to appropriate the Bid Security / Performance Bank guarantee given by the vendor.

The MSI may approach the Commissioner, Nashik Municipal Corporation (who is also the Director of NMSCDCL) for appeal against any grievance.



6.4 Fraud and Corrupt Practices

1. The Bidders their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the NMSCDCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the NMSCDCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
2. Without prejudice to the rights of the NMSCDCL under Clause above and the rights and remedies which the NMSCDCL may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Master Systems Implementation shall not be eligible to participate in any tender or RFP issued by the NMSCDCL during a period of 2 (two) years from the date such Bidder or Master Systems Implementation, as the case may be, is found by the NMSCDCL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NMSCDCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NMSCDCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Intent or after the execution of the Agreement, as the case may be,



any person in respect of any matter relating to the Project or the Bid or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the NMSCDCL in relation to any matter concerning the Project;

- b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person, participation or action in the Selection Process;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NMSCDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6.5 Conflict of Interest

1. A Lead Bidder, its consortium members, OEMs and ISPs shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NMSCDCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NMSCDCL for, *inter alia*, the time, cost and effort of the NMSCDCL including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the NMSCDCL hereunder or otherwise.
2. NMSCDCL requires that the MSI/Successful Bidder provides solutions which at all times hold NMSCDCL's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of NMSCDCL.
3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) the Bidder, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder*



thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person;
 - where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) constituent of such Bidder is also a constituent of another Bidder; or
 - c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - d) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
 - f) there is a conflict among this and other Software solution and services assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Service Provider/ Successful Bidder shall depend on the circumstances of each case. While providing software implementation and related solutions to the NMSCDCL for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature shall result in conflict with the present assignment; or
 - g) A firm hired to provide Software solution and services for the implementation of a project, and its Members or Associates, shall be disqualified from subsequently providing goods or works or services related to the same project;
4. A Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction



and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to NMSCDCL in continuation of this systems implementation or to any subsequent systems implementation executed for the NMSCDCL in accordance with the rules of the NMSCDCL.