

Request for Proposal
for Selection of
System Integrator for
Implementation of
Intelligent Transit
System (ITS)
Solutions in Jabalpur

**Volume 1 – Instructions to
Bidders**

RFP Ref. No – JSCL/2018/299/ADM/113

Date – 28 March 2018



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This RFP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. Information provided in this RFP Document to the Bidders is on a wide range of matters, some of

which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. JSCL, or their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

JSCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. Any change to the RFP Document will be notified through mail. No part of this RFP Document and no part of any subsequent correspondence by JSCL, its employees and advisors shall be taken either as providing legal, financial or other advice or as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements. JSCL reserves the right to reject all or any of the Proposal submitted in response to this RFP Document at any stage without assigning any reasons whatsoever and the issue of this RFP Document does not imply that JSCL is bound to select a Bidder.

All Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by them thereafter. All such costs and expenses will remain with the Bidder and JSCL, or their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of its Proposal, regardless of the conduct or outcome of the Bidding Process. JSCL may, in its sole discretion, proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful Bidders will have no claim whatsoever against JSCL or their employees and advisors.

RFP Structure

| | |
|----------|--|
| Volume 1 | Instructions to Bidders (ITB) |
| Volume 2 | Scope of Work and Requirement Specifications |
| Volume 3 | Draft Master Service Agreement |

Table of Contents

| | |
|---|-----------|
| BID SUMMARY | 8 |
| 1. INTRODUCTION | 9 |
| 1.1. GENERAL | 9 |
| 1.2. BRIEF DESCRIPTION OF BIDDING PROCESS | 9 |
| 2. INSTRUCTIONS TO BIDDERS | 11 |
| A. GENERAL | 11 |
| 2.1. DEFINITIONS | 11 |
| 2.2. SCOPE OF PROPOSAL | 12 |
| 2.3. ELIGIBLE BIDDERS | 13 |
| 2.4. NUMBER OF PROPOSALS | 14 |
| 2.5. PROPOSAL PREPARATION COST | 14 |
| 2.6. VERIFICATION OF DOCUMENTS..... | 14 |
| 2.7. CONTENTS OF RFP DOCUMENT | 14 |
| 2.8. CLARIFICATIONS BY BIDDERS..... | 15 |
| 2.9. AMENDMENT OF RFP DOCUMENT | 15 |
| 2.10. PRE-BID MEETING | 15 |
| 2.11. MISCELLANEOUS – OTHER PROVISIONS | 16 |
| 2.12. DISQUALIFICATION | 17 |
| B. PREPARATION AND SUBMISSION OF PROPOSAL | 20 |
| 2.13. LANGUAGE | 20 |
| 2.14. CURRENCY | 20 |
| 2.15. BID SECURITY | 20 |
| 2.16. VALIDITY OF PROPOSAL | 21 |
| 2.17. BIDDER’S RESPONSIBILITY..... | 21 |
| 2.18. FORMAT AND SIGNING OF PROPOSAL | 22 |
| 2.19. SEALING, MARKING AND SUBMISSION OF PROPOSAL | 23 |
| 2.20. PROPOSAL DUE DATE | 26 |
| 2.21. LATE PROPOSALS..... | 26 |
| 2.22. MODIFICATION AND WITHDRAWAL OF PROPOSALS | 26 |
| 2.23. CONFIDENTIALITY | 26 |
| 2.24. CLARIFICATIONS SOUGHT BY JSCL | 27 |
| 2.25. COST OF RFP DOCUMENT | 27 |
| 2.26. RIGHT TO VARY QUANTITY | 27 |
| 2.27. RIGHT TO AMEND PROJECT SCOPE | 27 |
| 2.28. SITE VISIT | 28 |

| | |
|---|-----------|
| 2.29. SUB-CONTRACTING | 28 |
| 3. EVALUATION METHODOLOGY | 29 |
| A. GENERAL | 29 |
| 3.1. QUALIFICATION PARAMETERS | 29 |
| 3.2. TECHNICAL CAPABILITY | 29 |
| 3.3. FINANCIAL CAPABILITY CRITERIA | 29 |
| B. EVALUATION METHODOLOGY | 30 |
| 3.4. OPENING OF PROPOSAL | 30 |
| 3.5. TEST OF RESPONSIVENESS | 30 |
| 3.6. EVALUATION OF PROPOSALS | 31 |
| 3.7. EVALUATION OF TECHNICAL PROPOSALS | 32 |
| 3.8. EVALUATION OF PRICE PROPOSAL | 39 |
| 3.9. AWARD CRITERIA | 40 |
| 3.10. NOTIFICATION | 41 |
| 3.11. JSCL'S RIGHT TO ACCEPT OR REJECT PROPOSAL | 41 |
| 3.12. ACKNOWLEDGMENT OF LOA AND EXECUTION OF MASTER SERVICE AGREEMENT | 42 |
| 3.13. PERFORMANCE SECURITY | 42 |
| APPENDIX 1: FORMAT OF PRE-BID QUERIES | 44 |
| APPENDIX 2: FORMAT FOR COVERING LETTER | 45 |
| APPENDIX 3: FORMAT FOR PRE-QUALIFICATION CHECKLIST | 48 |
| APPENDIX 4: FORMAT FOR DETAILS OF BIDDER | 51 |
| APPENDIX 5: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL | 52 |
| APPENDIX 6: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER | 53 |
| APPENDIX 7: FORMAT FOR MEMORANDUM OF UNDERSTANDING FOR CONSORTIUM | 54 |
| APPENDIX 8: FORMAT FOR PROJECT CITATION BY THE BIDDER | 56 |
| APPENDIX 9: FORMAT FOR SELF-CERTIFICATE | 57 |
| APPENDIX 10: FORMAT FOR AFFIDAVIT CERTIFYING NON-BLACKLISTING | 58 |
| APPENDIX 11: FORMAT OF BID SECURITY | 59 |
| APPENDIX 12: FORMAT FOR TECHNICAL PROPOSAL CHECKLIST | 61 |
| APPENDIX 13: STRUCTURE OF PROPOSED SOLUTION | 62 |
| APPENDIX 14: CURRICULUM VITAE (CV) FORMAT | 63 |
| APPENDIX 15: MANUFACTURER'S AUTHORISATION FORM | 65 |
| APPENDIX 16: CONTENTS AND FORMAT OF PRICE PROPOSAL | 66 |
| APPENDIX 16A: FORMAT OF BREAK- UP OF PRICE PROPOSAL | 67 |
| APPENDIX 17: FORMAT FOR DRAFT LETTER OF AWARD (TO BE ISSUED BY JSCL) | 79 |
| APPENDIX 18: FORMAT OF ACKNOWLEDGEMENT OF LETTER OF AWARD | 80 |

List of Abbreviations

| Abbreviations | Definitions/Description |
|----------------------|--|
| AFCS | Automatic Fare Collection System |
| AMC | Annual Maintenance Contract |
| AVLS | Automatic Vehicle Location System |
| BoQ/BoM | Bill of Quantity/ Bill of Material |
| CCTV | Closed-Circuit Television |
| ETM | Electronic Ticketing Machine |
| FY | Financial Year |
| GPRS | General Packet Radio Service |
| GPS | Global Positioning System |
| ICT | Information & Communication Technology |
| ITB | Instructions to Bidders |
| ITS | Intelligent Transit System |
| ISBT | Inter State Bus Terminus |
| JCTSL | Jabalpur City Transport Services Limited |
| JSCL | Jabalpur Smart City Limited |
| LOA | Letter of Award |
| MIS | Management Information System |
| MoU | Memorandum of Understanding |
| NIT | Notice Inviting Tender |
| O&M | Operations & Maintenance |
| OEM | Original Equipment Manufacturer |
| PIS | Passenger Information System |
| RFP | Request for Proposal |
| SDK | Software Development Kit |
| SLA | Service Level Agreement |
| VTS | Vehicle Tracking System |

Bid Summary

| Sl. # | Particular | Details |
|-------|--|--|
| 1. | Date of Issue of RFP | 28 March 2018 |
| 2. | Last date and time for submission of written Queries for clarifications | 16 April 2018, 17:00 hrs |
| 3. | Date & Time of Pre-bid Meeting | 17 April 2018, 15:00 hrs |
| 4. | Last date for submission of Online Proposals (Proposal Due Date) | 02 May 2018 |
| 5. | Date of opening of Technical Proposals (Proposal Opening Date) | 04 May 2018 |
| 6. | Last date for Hard copy Submissions | 03 May 2018 17:00 hrs |
| 7. | Date of opening of Price Proposals | 07 May 2018 |
| 8. | Address for Pre-bid meeting, Submission & Opening of Proposals and other relevant purposes | Jabalpur Smart City Limited, Smart City Office, Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002 |
| 9 | Bid Security/EMD | Rs. 20,00,000/- (Rupees Twenty Lakhs only) in form of bank guarantee as per format prescribed in this RFP or Demand Draft as per RFP |
| 10 | Cost of RFP Document | Rs. 5,000/- (Rupees Five Thousand only) (non-refundable) to be paid online on e-procurement portal www.mpeproc.gov.in |
| 11 | Contact | Jabalpur Smart City Limited, Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002 Contact No. - 9425413007,7611136805 Email ID – itsproject@jctsl.org |

1. INTRODUCTION

1.1. General

Jabalpur is among the first 20 cities selected in first round of smart cities challenge under Smart City Mission by Ministry of Housing and Urban Affairs, Government of India (formerly, Ministry of Urban Development). In this context, Jabalpur has incorporated a special purpose vehicle (SPV) –Jabalpur Smart City Limited (JSCL) to plan, design, implement, coordinate and monitor the smart city projects in Jabalpur. It has been incorporated under Company Act, 2013 on 14th March 2016.

JSCL invites sealed proposals for selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur. The ITS System Integrator is proposed to be selected through an open, transparent and competitive bidding process, which is declared as the Successful Bidder in terms of this RFP Document.

1.1.1. The broad scope of work to be carried out by the ITS System Integrator during the Contract Period are as below:

- Design, develop, test, integrate and implement the following:
 - Smart Cardbased Automated Fare Collection System
 - Vehicle Tracking System for JCTSL buses
 - Passenger Information System including LED displays and Public Address System at specified bus stops,
 - Bus Operations Management System,
 - Depot Management System, and
 - Enterprise Management System
- Provide hosting infrastructure at JCTSL Control Centre on a managed service basis.
- Undertake maintenance, repair, replacement, keep sufficient spare parts and other incidental activities relating to the ITS solutions.

The detailed scope of work for the ITS System Integrator is provided in Volume 2 - Scope of Work and Requirement Specifications. The ITS System Integrator shall have to comply with the Standards of Performance as provided in Volume 2.

1.1.2. An agreement (“Master Service Agreement”) shall be executed between JSCL or any Assigned entity by JSCL and the Successful Bidder for the Project.

1.2. Brief Description of Bidding Process

1.2.1. The RFP document can be downloaded from website <https://www.mpeproc.gov.in> The Technical Proposal and Price Proposal shall be submitted online as per the provisions of this RFP. Hardcopy of Technical Proposal also needs to be submitted in physical form to JSCL.

1.2.2. RFP document follows a two-step approach comprising:

- **Qualification Phase:** Technical evaluation of Bidders based on qualification criteria and technical capability criteria.
- **Proposal Phase:** Price evaluation of Bidders who have been found to be technically qualified.

As a part of the bidding process, as physical submission, the eligible entities and interested parties are required to submit one envelope containing: (i) **Packet 1:** Bid Security & RFP Document Fee receipt and (ii) **Packet2:** Technical Proposal.

Packet3: Price Proposal is required to be submitted online **ONLY** through the e-Procurement portal www.mpeproc.gov.in.

Hard copy of the Price Proposal is NOT to be submitted.

1.2.3. JSCL reserves the right to reject any Proposal in case the hardcopies of Packet 1 and Packet 2 as set out in clause 1.2.2 above are not received by due date and time for hard copy submission as mentioned in the Bid Summary section.

1.2.4. In case of any discrepancy between Technical Proposal submitted physically (hard copies) and Technical Proposal submitted online, the Technical Proposal submitted online shall be taken into consideration for bid evaluation.

1.2.5. Technical Proposal of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, bid security and other such compliances and further to evaluate the technical capability and financial capability in accordance with the criteria set out in this RFP Document.

1.2.6. Price Proposal of only those bidders who are found technically qualified shall be opened.

1.2.7. Details of the schedule of Bidding Process is provided in Bid Summary section.

2. Instructions to Bidders

A. General

2.1. Definitions

2.1.1. In this RFP Document, the following words and expressions shall, unless repugnant to the context or meaning thereof and unless the document so specifically provides, have the meaning hereinafter respectively assigned to them:

- (a) **“Bidder”** means an eligible entity that submits a proposal in terms of this RFP Document.
- (b) **“Bidding Process”** shall mean the single stage competitive bidding process with two envelopes system comprising (i) the Technical Proposal and (ii) the Price Proposal for selecting System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur as part of the Project.
- (c) **“Go-Live”** shall mean
 - i. Successful deployment, commissioning and UAT of the ITS application modules implemented
 - ii. Procurement, deployment and commissioning of the hardware items and desired connectivity at the identified locations required to support the functioning of ITS modules/components
 - iii. Acceptance/Sign-off from Purchaser or its constituted committees or representatives
- (d) **“ITS System Integrator”** shall mean the bidder selected through tender process for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur as per the requirements set out in this RFP.
- (e) **“JCTSL”** shall mean Jabalpur City Transport Services Ltd.
- (f) **“JSCL”** shall mean Jabalpur Smart City Limited.
- (g) **“Letter of Award”** shall mean the letter issued by JSCL to the Successful Bidder.
- (h) **“Project”** shall mean design, development, testing, procurement, deployment, commissioning, integration and maintenance of Intelligent Transit System (ITS) solutions in Jabalpur.
- (i) **“Proposal”** shall mean the documents received by JSCL from an interested party who is eligible to submit its proposal in response to this RFP Document for the Project.
- (j) **“RFP Document”** shall mean the documents set out in Clause 2.7 including all the Appendices, Annexures and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.

- (k) “**Successful Bidder**” shall mean the Bidder selected for award of the contract for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

2.2. Scope of Proposal

- 2.2.1. JSCL invites proposals from eligible entities having the requisite technical and financial capabilities (“Proposal”).
- 2.2.2. The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document (hereinafter referred to as the “**Evaluation Criteria**”) in order to identify the Successful Bidder for providing the services envisaged under the Master Service Agreement for the Project.
- 2.2.3. Terms used in this RFP Document which have not been defined herein shall have the meaning recognised thereto in the draft Master Service Agreement.
- 2.2.4. Pursuant to the release of this RFP Document, JSCL shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents provided by JSCL pursuant to this RFP Document including annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified, altered, amended and clarified from time to time by JSCL.
- 2.2.5. This RFP Document and all attached documents are and shall remain the property of JSCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposals in accordance herewith. Bidders shall not use it for any purpose other than for preparation and submission of their Proposals. JSCL will not return any Proposal or any information provided along therewith.
- 2.2.6. The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting, in any way or manner whatsoever, the scope of services, work and obligations of the Successful Bidder to be set forth in the Master Service Agreement or JSCL right to amend, alter, change, supplement or clarify the scope of service and work, the Master Service Agreement to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by JSCL.
- 2.2.7. Bidders may note that JSCL will not entertain any material deviations from the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Master Service Agreement. Any conditional Proposal is liable for outright rejection.

2.2.8. Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of JSCL.

2.3. Eligible Bidders

2.3.1. The Bidders eligible for participating in the Bidding Process shall be as follows:

- (a) A business entity incorporated in India under the Companies Act, 1956/2013, or
- (b) A consortium of business entities, where the Lead Member is a business entity incorporated in India under the Companies Act, 1956/2013 and the other member(s) is incorporated in India under the Companies Act, 1956/2013 or equivalent law(s) in the country of jurisdiction of the entity (“Consortium”).

2.3.2. Proposal submitted by a Consortium must comply with the following additional requirements:

- (a) the number of members in the Consortium would be limited to three (3) including the Lead Member;
- (b) the Proposal should contain the information required in respect of each member;
- (c) members of the Consortium shall nominate one member as the Lead Member;
- (d) the Lead Member shall be a business entity incorporated in India under the Companies Act, 1956/2013.
- (e) an entity who has submitted Proposal for Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium;
- (f) the members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium as per the format enclosed at Appendix 6; and
- (g) the members of the Consortium shall enter into a Memorandum of Understanding (MoU), as per the format provided under Appendix 7 for the purpose of submission of the Proposal.

The MoU should, *inter alia*,

- (a) convey the intent of the Lead Member to enter into the Master Service Agreement and subsequently carry out all the responsibilities in terms of the Master Service Agreement;
- (b) clearly outline the proposed roles and responsibilities of each member of the Consortium;
- (c) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Project in accordance with the terms of the Master Service Agreement; and
- (d) clearly refer to the Project for which the arrangement is made.

The MoU signed by all members should be submitted with the Proposal. The MoU should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

- 2.3.3. A Bidder or member of Consortium who has earlier been barred by any entity of Government of India or JSCL or any state government or central government / department / agency in India from participating in Bidding Process shall not be eligible to submit a Proposal, if such bar subsists as on the Proposal Due Date.
- 2.3.4. Notwithstanding anything stated elsewhere in these documents, JSCL shall have the right to seek updated information from the Bidders to confirm their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to JSCL. A Bidder may be disqualified if it is determined by JSCL at any stage during the process that the Bidder will be unable to fulfil the requirements of the Contract or if a bidder fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided by such bidders within a reasonable timeframe as stipulated by JSCL.
- 2.3.5. For a Bidder to be eligible, the said Bidder or any of its constituents or predecessor entity must not have been a defaulter in complying with statutory obligations.

2.4. Number of Proposals

- 2.4.1. Each Bidder shall submit only one (1) Proposal in response to this RFP Document. Any entity, which submits or participates in more than one Proposal will be disqualified

2.5. Proposal Preparation Cost

- 2.5.1. The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. JSCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

2.6. Verification of Documents

- 2.6.1. JSCL reserves the right to verify all statements, information and documents submitted by the Bidders in response to the RFP Document. Failure on the part of JSCL to undertake such verification shall not relieve the Bidders of their obligations or liabilities hereunder nor will it affect in any manner any of the rights of JSCL hereunder.

2.7. Contents of RFP Document

- 2.7.1. The RFP Document consists of three Parts as listed below and would include any addenda issued in accordance with Clause 2.9.1.

| | |
|----------|--|
| Volume 1 | Instructions to Bidders |
| Volume 2 | Scope of Work and Requirement Specifications |
| Volume 3 | Draft Master Service Agreement |

2.8. Clarifications by Bidders

- 2.8.1. Bidders requiring any clarification on the RFP Document may notify JSCL in writing or by facsimile/ e-mail within such date as specified in the Bid Summary section.
- 2.8.2. JSCL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, JSCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring JSCL to respond to any question or to provide any clarification.
- 2.8.3. JSCL may also on its own, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by JSCL shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by JSCL or their employees, advisors or representatives shall not in any way or manner be binding on JSCL.

2.9. Amendment of RFP Document

- 2.9.1. At any time prior to the Proposal Due Date, JSCL may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by issue of Addenda.
- 2.9.2. In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, JSCL may, at its own discretion, extend the Proposal Due Date.
- 2.9.3. JSCL may in its sole discretion and without assigning any reason modify, alter or amend all or any part of the schedule of Bidding Process by issue of addendum to the RFP Document.

2.10. Pre-bid Meeting

- 2.10.1. To clarify and discuss issues with respect to the RFP Document, a Pre-bid meeting will be held as per details provided in Bid Summary section.
- 2.10.2. Prior to the Pre-bid meeting, the Bidders may submit a list of queries and propose deviations, if any, in respect of the RFP Document. Bidders must formulate their queries and forward the same to JSCL prior to the meeting in terms of schedule set out in Bid Summary section. JSCL may, as may be considered acceptable at its sole discretion, amend the RFP Document based on inputs provided by Bidders.
- 2.10.3. JSCL will endeavour to hold the meeting as per schedule of Bidding Process. Any change in the schedule of Pre-bid meeting will be communicated by posting on e-Procurement website.
- 2.10.4. Attendance of the Bidders at the Pre-bid meeting is not mandatory. JSCL will endeavour to respond to all queries from all Bidders, irrespective of attendance of the Bidder in the Pre-bid meeting.
- 2.10.5. All correspondence / enquiries/ request for clarifications should be submitted to the following in writing by e-mail:

SUBJECT “Request for Proposal for Selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur”
(The above subject should be inscribed on the envelop and/or on the subject-line of letters/emails)

ADDRESS Jabalpur Smart City Limited
Smart City Office, Manas Bhawan, Wright Town,
Jabalpur, Madhya Pradesh, 482002, India

Email ID for Pre-bid Queries E-mail: itsproject@jctsl.org

2.10.6. No interpretation, revision, or other communication from JSCL regarding this solicitation shall be valid unless it is made in writing by JSCL. JSCL may choose to send to all Bidders, written copies of JSCL responses, including a description of the enquiry but without identifying its source to all the Bidders.

2.10.7. Bidder shall submit all Pre-bid queries in the format as provided in **Appendix 1**.

2.11. Miscellaneous – Other Provisions

2.11.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and only the Courts at Jabalpur shall have jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

2.11.2. JSCL, in its sole discretion and without incurring any obligation or liability, reserves the right to:

- (a) suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process and / or modify the dates or other terms and conditions relating thereto;
- (b) qualify or disqualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to JSCL by, on behalf of, and / or in relation to any Bidder;
- (d) independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder;

- 2.11.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases JSCL, its employees, agents, assigns and advisers, irrevocably, unconditionally, fully and finally from any and all liabilities for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

2.12. Disqualification

- 2.12.1. Even if the Bidder meets the guidelines as set forth in this RFP Document, JSCL at its discretion can disqualify the Bidder, if the Bidder :

- (a) has been debarred by any state or central government or government agency in India; or
- (b) has made misleading or false representation in the forms, statements and attachments submitted; or
- (c) or any of its constituents or its predecessor entity has a record of poor performance such as default in statutory compliances, consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.

- 2.12.2. Upon submission of the Proposal it would be deemed that the Bidder has prior to the submission thereof:

- (a) made a complete and careful examination of the terms and conditions/ requirements, and other information set forth in this RFP Document and other Bidding Documents;
- (b) received all such relevant information as it has requested from JSCL;
- (c) acknowledged and accepted the risk of any inadequacy, error or mistake in the information provided in any of the Bidding Documents or furnished by or on behalf of JSCL relating to any of the matters referred to in the Bidding Process including Bidding Documents;
- (d) acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in the RFP, and any amendments thereof, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from JSCL or a ground for termination of the Master Service Agreement; and
- (e) agreed to be bound by the undertakings provided by it under this RFP Document and in terms hereof.

- 2.12.3. JSCL shall not be liable for any mistake or error or neglect by the Bidders in respect of the above.
- 2.12.4. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Master Service Agreement. Notwithstanding anything to the contrary contained herein or in the LoA or the Agreement, JSCL shall reject a Proposal, withdraw the LoA, or terminate the Agreement, as the case may be, 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 any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, JSCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to JSCL towards, *inter alia*, time, cost and effort of JSCL, without prejudice to any other right or remedy that may be available to JSCL hereunder or otherwise.
- 2.12.5. Without prejudice to the rights of JSCL under Clause 2.12.4 hereinabove and the rights and remedies which JSCL may have under the LoA or the Agreement, if Bidder is found by JSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP Document issued by JSCL during a period of five years from the date such Bidder, is found by JSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 2.12.6. For the purposes of Clauses 2.12.4 and 2.12.5 above, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JSCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the 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 JSCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the LoA or the Master Service Agreement, who at any time has been or is a legal, financial or technical adviser of JSCL in relation to any matter concerning the tender;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by JSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process.

2.12.7. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, JSCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to JSCL for, *inter alia*, the time, cost and effort of JSCL, including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to JSCL hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (a) such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 5% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 5% of that other Bidder’s paid up and subscribed capital. Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- (d) such Bidder has the same legal representative for purposes of this Proposal 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 Proposal of either or each of the other Bidder.

B. Preparation and Submission of Proposal

2.13. Language

2.13.1. The Proposal and all related correspondence and documents shall be written in the English language. The supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by a true and correct translation into English and duly signed, stamped and certified by the Bidder to be true and correct. Supporting materials that are not translated into English shall not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.14. Currency

2.14.1. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

2.15. Bid Security

2.15.1. Proposals shall be accompanied by a Bid Security for an amount as specified in Bid Summary section.

2.15.2. No relaxation of any kind in Bid Security shall be given to any Bidder.

2.15.3. The Bid Security shall remain valid for a period of 90 days beyond the Proposal Validity Period, and would need to be extended, if so required by JSCL, for any extension in Proposal Validity Period.

2.15.4. The Bid Security shall be in the form of an irrevocable Bank Guarantee issued by a nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India, in favour of **“Executive Director, Jabalpur Smart City Limited”** valid at Jabalpur, as per the format set out in **Appendix 11** or in the form of a demand draft issued by a bank in India, drawn in favour of **“Executive Director, Jabalpur Smart City Limited”** and payable at Jabalpur.

JSCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free. For avoidance of any doubt, ‘Scheduled Bank’ shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.15.5. The Bid Security shall be returned to unsuccessful Bidders on the signing of Agreement. The Bid Security, submitted by the Successful Bidder, shall be released:

- (a) upon furnishing a Performance Security for an amount mentioned in the Master Service Agreement; and
- (b) upon signing of the Agreement with the Successful Bidder.

2.15.6. The Bid Security shall be liable to be forfeited and Proposal shall be liable to be rejected in the following cases:

- (a) If the Bidder withdraws its Proposal except as provided in Clause 2.22.1; or
- (b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or

- (c) If the Bidder fails to accept the LoA within the stipulated time period as provided in Clause 3.12.1; or
- (d) In case of the Successful Bidder, if it fails to sign the Master Service Agreement within the specified time limit or any extension thereof; or
- (e) In case of the Successful Bidder, if it fails to furnish the Performance Security within the specified time limit prescribed in the LoA; or
- (f) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; or
- (g) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.12.4 to 2.12.6 of this ITB.

2.16. Validity of Proposal

- 2.16.1. The Proposal shall indicate that it would remain valid for a period not less than 180 days from the Proposal Due Date (hereinafter "Proposal Validity Period"). JSCL reserves the right to reject any Proposal that does not meet this requirement.
- 2.16.2. Prior to expiry of the Proposal Validity Period, JSCL may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse to comply with the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 2.15 of this document in all respects. A Bidder refusing to comply with the request shall not be eligible to participate in the Bidding process and his Proposal shall be returned and his Bid Security released.

2.17. Bidder's Responsibility

- 2.17.1. The Bidder is expected to examine carefully the contents of the Bidding Documents. Failure to comply with the requirements of Bidding Documents will be at the Bidder's own risk.
- 2.17.2. It would be deemed that prior to the submission of Proposal, the Bidder has:
 - (a) made a complete and careful examination of requirements and other information set forth in the Bidding Documents;
 - (b) received all such relevant information as it has requested from JSCL; and
 - (c) made a complete and careful examination of the various aspects of the Draft Master Service Agreement including but not limited to:
 - i. all matters that might affect the Bidder's performance under the terms of the Bid Documents;
 - ii. a diligent scrutiny and is in conformity with the terms and conditions of the draft Master Service Agreement;
 - iii. clearances required to be obtained under the draft Master Service Agreement; and
 - iv. applicable laws and regulations in force in India.

2.17.3. JSCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.18. Format and Signing of Proposal

2.18.1. Bidders shall provide all the information as required / can be inferred from this RFP Document and in the specified formats. JSCL reserves the right to reject any Proposal that is not in the specified formats.

2.18.2. The Proposal should be submitted in three packets:

I. Packet 1: Bid Security & RFP Document Fee receipt

This Packet shall carry a cover with text “**Packet 1: Bid Security & RFP Document Fee receipt**” written/printed on it. Bid Security (bank guarantee as per Appendix 11 or in the form of demand draft) in prescribed form need to be provided in accordance with the provisions set out in the RFP.

II. Packet 2: Technical Proposal, which would include:

- (a) Covering Letter as per Appendix 2 stating the Proposal Validity Period.
- (b) Format for Pre-Qualification Checklist as per Appendix 3
- (c) Details of Bidder together with supporting documents required as prescribed in Appendix 4.
- (d) Power of Attorney for Signing of the Proposal as prescribed in Appendix 5.
- (e) In case of consortium, Power of Attorney for Signing of Proposal for Lead Member as per Appendix 6
- (f) In case of consortium, Memorandum of Understanding as per Appendix 7
- (g) Project Citations executed by the Bidder in the past together with certificates etc. as prescribed in Appendix 8.
- (h) Self-Certificate for completion/ongoing projects as per format in Appendix 9
- (i) Non-Blacklisting affidavit as per format provided at Appendix 10
- (j) Proposed Solution as per structure provided in Appendix 13
- (k) Certificate of Incorporation of the Bidder under Companies Act, 1956 or 2013 issued by Registrar of Companies or Certificate of commencement of business in case of public limited company.
- (l) Supporting documents as per requirement of Clause 3.7.2 and 3.7.4 of RFP Document.
- (m) Details of GST Registration No., PAN No. and valid bank account. Bidder should submit supporting documents as proof.
- (n) Manufacturer's Authorisation Form as per format in Appendix 15

Note: All pages of aforesaid document shall be duly signed by Authorized Representative of the Bidder. This Packet shall carry a cover with text "**Packet 2: Technical Proposal**" written/printed on it.

III. Packet 3: Price Proposal (To be submitted online only)

(a) Price Proposal as per the format set out in Appendix 16 and 16A and is to be submitted online only through e-Procurement portal <https://www.mpeproc.gov.in>

2.18.3. The Proposal shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person signing the Proposal. All pages of the Proposal must be serially numbered.

2.19. Sealing, Marking and Submission of Proposal

2.19.1. The Bidders will submit the Proposal online and also in a single hard copy in single envelope excluding Packet-3 (Price Proposal) through Hand Delivery or RPAD/Speed post only, the details for which are specified below.

2.19.2. Online Submission

Bidder(s) shall upload the soft copies of its entire Technical Proposal consisting of scan copies of Bid Security & RFP Document Fee receipt, Eligibility and Qualification details/ Technical submissions & all other documents, certificates etc. as required under the terms of the RFP;

Registration:

Bidders are required to register themselves in the e-Procurement portal. The process of enrolling is given as below:

- ☞ Enter e-Procurement portal - www.mpeproc.gov.in.
- ☞ Click on "New User" link.
- ☞ Fill up all the relevant information and proceed further.
- ☞ Any of the supporting documents like PAN Card, Company registration, passport, driving license, etc. can be uploaded for portal registration.

Presently the registration fee is Rs.500/- + applicable taxes. The bidder should note that the registration is valid for one year.

Digital Signature:

Digital Signature Certificate of Class 2 or Class 3 categories issued by a licensed Certifying Authority (CA) needs to be obtained for use on the e-Tendering Portal. The e-Procurement portal has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference.

2.19.3. General Guidelines for Online Submission

- (a) E-tendering process will be conducted through <https://www.mpeproc.gov.in/> the e-Procurement portal of Government of Madhya Pradesh.
- (b) To participate in e-tendering, the intending participants shall register themselves in the website of <https://www.mpeproc.gov.in>. Detail information for registration and submission of offers through e-tendering process are available in the website <https://www.mpeproc.gov.in>. Bidders are advised to go through the FAQs, guidelines, instructions, manuals, policies, system setting procedures etc. as provided in the e-Procurement portal.
- (c) Tender form and relevant documents will not be sold /issued manually from offices.
- (d) The date and time for online submission of envelope shall be strictly followed in all cases. The bidder should ensure that their tender is submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. **Tender(s) not submitted online will not be entertained.**
- (e) If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, JSCL shall not be responsible for that and any grievance regarding that shall not be entertained.
- (f) Tender shall consist of three Packets i.e. Bid Security & RFP Document Fee receipt in Packet-1, Technical Proposal in Packet-2 & Price Bid in Packet-3 through e-Tendering procedure only on <https://www.mpeproc.gov.in> portal.
- (g) The Bids offer must be submitted along with document(s) as per the guidelines given in tender document by e-Tendering procedure only.
- (h) The documents uploaded in the technical bid will be scrutinized by the Technical Evaluation Committee as per the document asked in the tender notice and tender document. The decision of the Tender Evaluation Committee shall be final in this regard.
- (i) BG/DD for the purpose of bid security should be scanned and attached to the tender during submission. The originals should be submitted to the department before tender opening.
- (j) For any query related to e-Tendering process, the e-Procurement Helpdesk can be reached through below mentioned ways:

Through telephone:

Toll free landline - 18002588684

Please note that this is a Toll free number and can be accessed from all the mobile and landlines. Kindly ask for your ticket number from the helpdesk.

Through Email:

Email ID - eproc_helpdesk@mpsdc.com

Direct access:

Bidders can also walk in to TCS office on the below mentioned address and get the query/issues resolved.

Address:

Tata Consultancy Services
5th Floor, Corporate block
DB Mall, Arera Hills
Bhopal, M.P. – 462011

If by any chance the issues or queries are not resolved by the Helpdesk associates then an email may be sent to **eproc.esc@gmail.com**. Bidders to note that the mail sent to this ID should also include the ticket no. and details of the problem.

2.19.4. Hard Copy Submission

The Bidder(s) shall also submit 1 (one) original set of the Technical Proposal (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) as per Clause 2.18.2 and the instructions given below.

2.19.5. The Bidder shall seal the Packet 1: RFP Document Fees receipt & Bid Security” and Packet 2: Technical Proposal” in separate envelopes, duly marking the envelopes as “Packet 1: **Bid Security & RFP Document Fee receipt**” and “**Packet 2: Technical Proposal**” respectively. **These envelopes shall then be sealed in an outer envelope.**

Price Proposal as per the format set out in Appendix 16 and 16A (Packet 3) needs **to be submitted online only.**

2.19.6. Each envelope shall indicate the name and address of the Bidder.

2.19.7. All the envelopes shall clearly bear the following identification:

“Proposal for Selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur”

“To be opened by Tender Opening Committee only”

and

“Submitted by _____”

(Name, Address and Contact Phone No. of the Bidder)

2.19.8. The envelope shall be addressed to:

ATTENTION OF Executive Director, JSCL

ADDRESS: Jabalpur Smart City Limited
Smart City Office, Manas Bhawan, Wright Town,
Jabalpur, Madhya Pradesh, 482002, India

2.19.9. If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection. JSCL assumes no responsibility for the misplacement or premature opening of such Proposal.

2.20. Proposal Due Date

2.20.1. Proposals shall be submitted on or before the Proposal Due Date and time mentioned in the Bid Summary section to the address provided in Clause 2.19.8 in the manner and form as detailed in this RFP Document. For the purposes of this RFP Document, the “Proposal Due Date” shall mean the time and date for submission of the Proposal as set out in the Bid Summary section. Proposals submitted by facsimile transmission or telex or email will not be acceptable.

2.20.2. JSCL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9.

2.21. Late Proposals

2.21.1. Any Proposal received by JSCL after the prescribed dead-line (Proposal Due Date as mentioned in Bid Summary section) will be summarily rejected and the hard copies of Packet 1 & 2 shall be returned unopened to the Bidder.

2.22. Modification and Withdrawal of Proposals

2.22.1. A Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial) before the Proposal Due Date as per the instructions/ procedure mentioned at e-Procurement portal. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

2.22.2. Bids withdrawn shall not be opened and processed further.

2.23. Confidentiality

2.23.1. Except as provided herein, information relating to the examination, clarification, evaluation and recommendation for the shortlisted Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising JSCL in relation to or matters arising out of or concerning the Bidding Process. JSCL will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that individuals having access to such material treat the same in confidence. JSCL will not reveal any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has legal jurisdiction to require its disclosure or unless it is necessary to do so in order to enforce or assert any claim, right or privilege of JSCL or to defend any claim, action or proceedings against JSCL.

2.24. Clarifications Sought by JSCL

- 2.24.1. To assist in the process of evaluation of Proposals, JSCL may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be communicated by Letter/Fax/Email. The Bidder in such cases would need to provide the requested clarification / documents promptly and within one (01) day of such communication, or such timeframe as given by JSCL for the same, to the satisfaction of JSCL. It is in the interest of the bidder to provide reply within the timeframe failing which JSCL may not accept the said information and no change in the substance of the Proposal would be permitted by way of such clarifications.

2.25. Cost of RFP Document

- 2.25.1. The non-refundable cost of the RFP Document, as specified in Bid Summary section, needs to be paid online on the e-Procurement Portal <https://www.mpeproc.gov.in>.

2.26. Right to Vary Quantity

- 2.26.1. At the time of award of contract or during the Contract Period, the quantity of goods, works, scope or services originally specified in the bidding documents may be changed by JSCL by a written order to the ITS System Integrator. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- 2.26.2. If JSCL does not procure any line item(s) as specified in the Bill of Materials for procurement or procures less than the quantity specified in the RFP Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- 2.26.3. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionally increased on mutually agreed terms.
- 2.26.4. JSCL may choose to procure additional material for any of the line item specified in Bill of Materials of the quantities per line item during the Contract Period. The successful Bidder shall hold the same prices quoted herewith.
- 2.26.5. Payment for additional quantities for line items shall be made on pro-rata basis as per unit rates mentioned in the bid. The unit rates quoted by bidder shall be valid for at least two years from the date of Contract signing. Thereafter, the unit rates may be escalated up to 10% on year on year basis on mutually agreed terms.
- 2.26.6. At the time of procurement, the ITS System Integrator may propose product with same or higher specification. The right to choose the vendor for additional quantities at any point during the Implementation or O&M phase rests with JSCL.

2.27. Right to Amend Project Scope

- 2.27.1. JSCL retains the right to amend the Project Scope without assigning any reason at any time during the Contract Period. JSCL makes no commitments, express or implied, that the full scope of work as described in this RFP will be commissioned.

- 2.27.2. JSCL, may at any time, at its sole discretion defer the implementation of certain components of the project as per its requirements. Appropriate time extensions (but no cost extensions) shall be provided in case of delay owing to deferment by JSCL.

2.28. Site Visit

- 2.28.1. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- 2.28.2. JSCL will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives JSCL adequate notice of a proposed visit of at least three (3) days. Alternatively, JSCL may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFP. Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- 2.28.3. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

2.29. Sub-Contracting

Any service agreement or sub-contract by the ITS System Integrator may be entered into only with prior approval of JSCL. However, the responsibility to meet Standards of Performance will continue to be that of the ITS System Integrator.

3. Evaluation Methodology

A. General

3.1. Qualification Parameters

3.1.1. The Bidder's competence and capability shall be established by following parameters:

- (a) Technical Capability of Bidder, evaluated in terms of the criteria outlined in the Qualification requirements specified in Clause 3.2
- (b) Financial Capability of the Bidder, evaluated in terms of turnover of the Bidder specified in Clause 3.3.

3.1.2. The Bidder shall meet the qualification criteria as detailed in Clause 3.2 and 3.3. A Bidder who meets the requisite qualification criteria will be qualified and referred as "Shortlisted Bidder" and the Price Proposals of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders by JSCL.

3.2. Technical Capability

The Technical Capability of the Bidder shall be evaluated as below:

3.2.1. The Sole Bidder/Lead Member or any consortium member (in case of consortium) should have the minimum experience of ITS Project implementation during last five years (as on the Proposal Due Date) as below:

- One (1) project of contract value equal to or more than Rs. 8 Crores; OR
- Two (2) projects of contract value equal to or more than Rs. 5 Crores; OR
- Three (3) projects of contract value equal to or more than Rs. 4 Crores;

For the purpose of evaluation, Intelligent Transit System project will be defined as a project for a Govt. bus transport organisation in India including one or more components of the following:

- Electronic Fare Collection System
- Vehicle Tracking System
- Passenger Information System or Public Address system
- Depot Management System
- Bus Operations Management System or similar systems

3.2.2. The Bidder's technical competence and capability shall be evaluated in terms of the criteria set out in Clause 3.7. The Bidder shall achieve at least 70 score/marks (the "Threshold Technical Capability").

3.3. Financial Capability Criteria

3.3.1. The Bidder shall meet the financial criteria if the Bidder had an average annual financial turnover of atleast Rs. 50 Crores (Rupees Fifty Crores) during the last three (03) financial years, i.e. FY 2014-15, FY 2015-16 and FY 2016-17.

- 3.3.2. The Sole Bidder/ Lead Member and other Members, in case of a Consortium must have positive Net worth in Indian Rupees as on 31 March, 2017.

For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.

- 3.3.3. The Bidders shall provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report. It should be duly certified by the statutory auditor of the company or a practicing chartered accountant. In case the annual accounts for the latest financial year are not audited and, therefore, the Bidder could not make it available, the Bidder shall give an undertaking to that effect and their statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for two year preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

B. Evaluation Methodology

3.4. Opening of Proposal

- 3.4.1. JSCL shall open the envelope labelled “Packet 1: Bid Security & RFP Document Fee receipt” and “Packet 2: Technical Proposal” on the Proposal Opening Date as mentioned in Bid Summary section, or at an appropriate time on the extended date for submission of Proposals as may be notified.
- 3.4.2. In the event of the Proposal Opening Date being declared a holiday for JSCL, the Proposals shall be opened at the same time on the next working day.
- 3.4.3. Any Proposal not accompanied with valid Bid Security in the acceptable form as per Clause 2.15 of ITB will be summarily rejected by JSCL as being non-responsive.
- 3.4.4. JSCL will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this Section 3.
- 3.4.5. To facilitate evaluation of Proposals, JSCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

3.5. Test of Responsiveness

- 3.5.1. Prior to evaluation of Proposals, JSCL will determine whether each Proposal is responsive to the requirements of the RFP Document. A Proposal shall be considered responsive if it satisfies all the criteria stated below:
- (a) It contains the information and documents as requested in the RFP Document.
 - (b) It mentions the Proposal Validity Period as set out in Clause 2.16.1.
 - (c) It is accompanied by the Bid Security as set out in Clause 2.15.1.

- (d) It provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by JSCL without communication with the Bidder). JSCL reserves the right to determine whether the information has been provided in reasonable detail.
 - (e) There are no inconsistencies between the Proposal and the supporting documents.
 - (f) It does not affect in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project.
 - (g) It does not contain any condition.
- 3.5.2. Bidders are expected to submit proposals complete in all respects. All the required documents and details must be included. In the absence of the same, leading to material deviation or reservation, the Proposal is liable to be rejected.
- 3.5.3. A material deviation or reservation is one:
- (a) which affects in a substantial way, the scope, quality, and / or performance of the services under the Master Service Agreement, or
 - (b) which limits in a substantial way, inconsistent with the RFP Document, JSCL rights or the Bidder's obligations under the Master Service Agreement, or
 - (c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 3.5.4. JSCL reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by JSCL in respect of such Proposals.
- 3.6. Evaluation of Proposals**
- 3.6.1. The Proposals shall be evaluated by Tender Evaluation Committee (TEC) of JSCL. JSCL may appoint any external agency/ consultants, if required, for evaluation of bids.
- 3.6.2. The evaluation of the Proposals shall be carried out in the following two stages:
- **Stage I** – Evaluation of Technical Proposals of the Bidders.
 - **Stage II** –Evaluation of Price Proposals of the Bidders who have qualified in Stage I evaluation.

- 3.6.3. In each stage of evaluation, the respective Proposals shall be first checked for responsiveness with the requirements of the RFP Document. JSCL reserves the right to reject the Proposal of a Bidder if the contents of the Proposal are not substantially responsive with the requirements of this RFP Document.
- 3.6.4. In Stage I of Proposal Evaluation, the Proposals submitted by the Bidders shall be checked for valid Bid Security, meeting the eligibility and pre-qualification criteria specified in the RFP document and other technical evaluation criteria set out in RFP document.
- 3.6.5. In Stage II, the Price Proposals of the Bidders who have qualified in the Stage I evaluation would be opened and evaluated as per the criteria set out in the RFP Document.
- 3.7. Evaluation of Technical Proposals**
- 3.7.1. The Technical Proposals of only such Bidders shall be evaluated whose Proposals have been found to be substantially responsive as per Clause 3.5.
- 3.7.2. The Technical Proposals of the Bidders shall be evaluated for meeting the eligibility and pre-qualification criteria based on the parameters listed below:

| Sl. # | Basic Requirement | Eligibility/Pre-qualification Criteria | Supporting Document required |
|-------|-------------------|---|--|
| 1. | Legal Entity | <p>(a) The Sole Bidder / Lead Member of a consortium must be a business entity incorporated in India under the Companies Act, 1956/2013.</p> <p>(b) In case of consortium of business entities, the other Member(s) should be incorporated as per (a) above or equivalent law(s) in the country of jurisdiction of the entity subject to Clause 2.3.2 ("Consortium").</p> <p>The Sole Bidder / all members in case of a consortium should be registered with GST.</p> | <ul style="list-style-type: none"> • Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or any equivalent foreign act, as applicable • Power of Attorney for Lead Member of Consortium as per the format enclosed at Appendix 6 • In case of a Consortium, Memorandum of Understanding (MoU), as per the format provided under Appendix 7 • GST Registration Certificate |
| 2. | Annual Turnover | The Sole Bidder/ Lead Member in case of Consortium must have an average annual turnover of at least Rs. 50 Crores during the last three (03) financial years, i.e. FY 2014-15, FY 2015-16 and FY 2016-17. | <ul style="list-style-type: none"> • Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years |
| 3. | Net worth | The Sole Bidder/ Lead Member and other Members, in case of a Consortium | <ul style="list-style-type: none"> • Audited and Certified Balance Sheet and Profit/Loss |

| Sl. # | Basic Requirement | Eligibility/Pre-qualification Criteria | Supporting Document required |
|-------|------------------------|--|---|
| | | <p>must have positive Net worth in Indian Rupees as on 31March, 2017.</p> <p>For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.</p> | <p>Account of last 3 Financial Years as on 31 march 2017 should be enclosed</p> <ul style="list-style-type: none"> • Certificate from the Statutory auditor/ CA clearly specifying the net worth of the firm |
| 4. | ITS project experience | <p>The Sole Bidder/Lead Member or any consortium member (in case of consortium) should have the minimum experience of ITS Project implementation during last five years (as on the Proposal Due Date) as below:</p> <ul style="list-style-type: none"> • One (1) project of contract value equal to or more than Rs. 8 Crores; OR • Two (2) projects of contract value equal to or more than Rs. 5 Crores; OR • Three (3) projects of contract value equal to or more than Rs. 4 Crores; <p>For the purpose of evaluation, Intelligent Transit System project will be defined as a project for a Govt. bus transport organisation in India including one or more components of the following:</p> <ul style="list-style-type: none"> • Electronic Fare Collection System • GPS-based Vehicle Tracking System • Passenger Information System or Public Address system • Depot Management System • Bus Operations Management System or similar systems | <ol style="list-style-type: none"> 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. <i>AND</i> 2. Completion Certificate issued & signed by the competent authority of the client entity on letterhead. <i>OR,</i> Self-certificate from the bidder signed by the authorised signatory for this bid along with the official contact details of the competent authority of the client entity. JSCL reserves the right to contact the aforementioned competent authority. In case of large orders/orders with ongoing operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self-certificate is provided in Appendix 9 |
| 5. | Certification | The Sole Bidder or the Lead Member in case of a Consortium, should possess at least CMMi Level 3 Certification. | <ul style="list-style-type: none"> • Copy of Relevant Certificate |
| 6. | Undertaking on | The Sole Bidder or the Lead Member and each members of the consortium | <ul style="list-style-type: none"> • Affidavit certifying non-blacklisting as per format |

| Sl. # | Basic Requirement | Eligibility/Pre-qualification Criteria | Supporting Document required |
|-------|-------------------|---|------------------------------|
| | Blacklisting | member, in case of a Consortium, should not have been black-listed by any State / Central Government Department or Central /State PSUs as on Proposal Due Date. | given in Appendix 10. |

3.7.3. The Bidders must provide all supporting documents specified above in support of each eligibility requirement in line with the criteria stipulated in Clause 3.7.2. Only those Bidders who meet all the above pre-qualification criteria shall be considered for further evaluation of their Technical Proposals.

3.7.4. The Technical Proposals of the Bidders shall be evaluated based on the Technical Evaluation Framework as listed in the Table below:

(a) Technical Evaluation Framework:

| Section # | Evaluation Criteria | Total Marks |
|--------------------------------------|---|-------------|
| A | Sole bidder/Lead Member Profile | 20 |
| B | Relevant Project Experience | 35 |
| C | Approach & Methodology & Solutions proposed | 30 |
| D | Proposed Key Project Team | 15 |
| Overall Technical Score Total | | 100 |

(b) Evaluation Parameters for Technical Proposal

| Sl. # | Technical Evaluation Criteria | Maximum Marks | Supporting Document required |
|-----------|---|---------------|--|
| A. | Sole bidder/Lead Member Profile | 20 | |
| A1 | Average annual turnover of the Sole Bidder/Lead Member per annum during the last three (03) financial years, i.e. FY 2014-15, FY 2015-16 and FY 2016-17. Marks shall be allotted as given below: <ul style="list-style-type: none"> • More than INR 100 = 16 marks • More than INR 70 and up to INR 100 Crore = 14 marks • More than INR 50 and up to INR 70 Crore = 12 marks | 16 | <ul style="list-style-type: none"> • Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years |
| A2 | If one of the Consortium member(s) is a | 4 | <ul style="list-style-type: none"> • A copy of Certificate of |

| Sl. # | Technical Evaluation Criteria | Maximum Marks | Supporting Document required |
|-----------|--|---------------|--|
| | nationalized bank or a scheduled commercial bank as authorised by RBI and having at least one branch in Jabalpur, Madhya Pradesh. | | Incorporation of the bank <ul style="list-style-type: none"> Copy of any one of the following: Electricity/Telephone Bill/ GST/ CST Registration /Lease agreement of any branch in Jabalpur |
| B. | Relevant Project Experience | 35 | |
| B1 | <p>The Sole Bidder/Lead Member and/or any consortium member (in case of consortium) should have the experience of ITS Project implementation during last five years (as on the Proposal Due Date).</p> <p>Marks shall be allotted as below:</p> <ul style="list-style-type: none"> Each project of contract value equal to or more than Rs. 8 Crores – 12 marks Each project of contract value equal to Rs. 5 Crores and up to Rs. 8 Crores – 6 marks Each project of contract value equal to Rs. 3 Crores up to Rs. 5 Crores – 4 marks <p>For the purpose of evaluation, Intelligent Transit System project will be defined as a project for a Govt. bus transport organisation in India including one or more components of the following:</p> <ul style="list-style-type: none"> Electronic Fare Collection System GPS-based Vehicle Tracking System Passenger Information System and/or Public Address system Depot Management System Bus Operations Management System or similar systems <p>The maximum marks for the above parameter shall be 20 marks</p> | 20 | <p>1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p><i>AND</i></p> <p>2. Completion Certificate issued & signed by the competent authority of the client entity on letterhead.</p> <p><i>OR,</i></p> <p>Self-certificate from the bidder signed by the authorised signatory for this bid along with the official contact details of the competent authority of the client entity.</p> <p>JSQL reserves the right to contact the aforementioned competent authority. In case of large orders/orders with ongoing operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement.</p> <p>The format of the self-certificate is provided in Appendix 9</p> |
| B2 | The Sole Bidder/Lead Member and/or any consortium member (in case of consortium) should have the experience implementation of GPS-based Vehicle Tracking | 5 | 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. |

| Sl. # | Technical Evaluation Criteria | Maximum Marks | Supporting Document required |
|-------|---|---------------|--|
| | <p>System(VTS) for a Govt. bus transport organisation in India for at least 100 buses during last five years (as on the Proposal Due Date).</p> <p>Marks shall be allotted as below:</p> <ul style="list-style-type: none"> • Any Project of implementation of VTS as above – 5 marks | | <p><i>AND</i></p> <p>2. Completion Certificate issued & signed by the competent authority of the client entity on letterhead.</p> <p><i>OR,</i></p> <p>Self-certificate from the bidder signed by the authorised signatory for this bid along with the official contact details of the competent authority of the client entity.</p> <p>JSCCL reserves the right to contact the aforementioned competent authority. In case of large orders/orders with ongoing operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement.</p> <p>The format of the self-certificate is provided in Appendix 9</p> |
| B3 | <p>The Sole Bidder/Lead Member and/or any consortium member (in case of consortium) should have the experience of implementation of Smart card based Fare Collection System for metro or buses for minimum 10 metro stations or 100 buses as applicable.</p> <p>Marks shall be allotted as below:</p> <ul style="list-style-type: none"> • Any Project of closed loop card system – 8 marks • Any project of open loop bank issued card system – 10 marks | 10 | <p>1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p><i>AND</i></p> <p>2. Completion Certificate issued & signed by the competent authority of the client entity on letterhead.</p> <p><i>OR,</i></p> <p>Self-certificate from the bidder signed by the authorised signatory for this bid along</p> |

| Sl. # | Technical Evaluation Criteria | Maximum Marks | Supporting Document required |
|-----------|--|---------------|---|
| | | | <p>with the official contact details of the competent authority of the client entity.</p> <p>JSCL reserves the right to contact the aforementioned competent authority.</p> <p>In case of large orders/orders with ongoing operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement.</p> <p>The format of the self-certificate is provided in Appendix 9</p> |
| C. | Approach & Methodology& Solutions proposed | 30 | |
| C1 | <ul style="list-style-type: none"> Understanding of requirement and Implementation Approach –8 marks Proposed Solution – 12 marks Assessment of Manpower Deployment, Training & Handholding plan –6 marks | 26 | <ul style="list-style-type: none"> Bidder to submit technical write up on the ITS solutions proposed as per Structure provided in Appendix 13. Bidder shall also be required to make a presentation. |
| C2 | If the proposed solution for AFCS is an Open loop bank issued smart card system – 4 marks | 4 | <ul style="list-style-type: none"> Assessment to be based on the presentation made by Bidder before the Tender Evaluation Committee. |
| D. | Proposed Key Project Team | 15 | |
| D1 | Project Manager | 6 | <ul style="list-style-type: none"> Bidder to submit CVs of Key Project Team as per format provided in Appendix 14. Based on the CVs submitted by Bidder as a part Technical Proposal |
| D2 | ITS Expert | 5 | |
| D3 | Automatic Fare Collection Expert | 4 | |

Important: Minimum technical score to qualify for Price Proposal evaluation is 70 marks out of total 100 marks.

Notes:

- (a) In case the experience shown is that of the bidder's parent / subsidiary /sister concern company, than the following additional documents are required:

- Certificate signed by the Company Secretary/statutory Auditor/2 Board of Directors of the bidder certifying that the entity whose experience is shown is parent/subsidiary/sister concern Company.
 - Shareholding pattern of the bidding entity as per audit reports.
- (b) For projects where contract value 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 release of the RFP document shall be used for conversion of amount in foreign currency to Indian Rupees equivalent.

(c) Key personnel criteria:

The ITS System Integrator shall provide adequate number of personnel, each responsible for a specific role within the project.

Following table indicates the minimum qualification required for Key positions for evaluation for this project.

However, the ITS System Integrator shall independently estimate the teams size required to meet the requirements of service Levels as specified as part of this RFP Document.

| Sl. # | Position | Minimum qualifications |
|-------|---|---|
| 1 | Project Manager | (a) Education: MBA/MCA/M. Tech & B. Tech/B.E. from a recognized educational institution in India (b) Experience: Minimum 10 years of experience in areas related to ITS/ Smart City/ e-Governance fields/ICT sector (c) Should have more than 5 years of experience of handling such similar projects as a project manager (d) Should preferably have PMP or Prince2 certification |
| 2 | Intelligent Transit System (ITS) Expert | (a) Education: B. Tech/B.E. from a recognized educational institution (b) Experience: Minimum 8 years of experience in areas related to ITS/ Smart City/ e-Governance fields/ICT sector (c) Should have experience in designing & implementing ITS for minimum 2 projects |
| 3 | Automatic Fare Collection (AFC) Expert | (a) Education: B. Tech/B.E. from a recognized educational institution (b) Experience: Minimum 8 years of experience in areas related to Electronic Fare Collection system/Public transport system/e-payment system (c) Should have experience in designing & implementing Electronic Fare Collection system for minimum 2 projects |

- 3.7.5. For an entity claiming experience for an activity for technical evaluation, only those projects would be considered where such entity was either the sole project executant or was responsible for implementation of the respective component of the Project.
- 3.7.6. The Bidders are advised that their Technical Proposals should be concise and precise and should contain only the relevant information.
- 3.7.7. Technical Proposal Presentations: The Bidders may be required by JSCL to make a presentation to JSCL at a date, time and venue decided by JSCL. The Bidders will be required to present their Technical Proposals in the presentation ensuring that all aspects are covered properly and adequately.
- 3.7.8. JSCL may conduct Bidder-specific meeting(s) with individual Bidders to clarify aspects of the Bidder's Technical Proposal that require explanation in the opinion of JSCL.
- 3.7.9. The marks secured based on evaluation of the Technical Proposal as outlined above shall be the technical score of the Bidder ("Technical Score"). Only those Bidders who have secured Technical Score of 70 or more ("Threshold Score") shall be considered for opening and evaluation of their Price Proposal ("Shortlisted Bidders").

3.8. Evaluation of Price Proposal

- 3.8.1. The Price Proposals of all the Shortlisted Bidders will be opened at a date and time notified by JSCL, in the presence of the Bidders' representatives who choose to attend. The Bidders' authorised representatives who are present shall be required to sign and record their attendance.
- 3.8.2. Proposal of the Bidders would be evaluated on the basis of the "**Total Proposal Price**" quoted in the Price Proposal.
- 3.8.3. Price Proposals determined to be substantially responsive will be checked for any errors. If there is any discrepancy in the Price Proposal, it will be dealt as per the following:
 - (a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the JSCL there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. Arithmetic errors will be rectified.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail.
 - (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of JSCL, the bid is liable to be disqualified.

- (e) Any omission in filling the columns of “units” and “rate” or pertaining to the Taxes/levies, service tax as applicable etc., shall be deemed to be treated as inclusive in the total project cost.

The amount stated in the Price Proposal will be adjusted in accordance with the above mentioned points for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the Bid Security shall be forfeited.

- 3.8.4. The Bidder who has quoted the least Total Proposal Price shall be given a Financial Score of 100 marks. The Financial Scores of Bidders shall be computed as follows:

$$\text{Financial Score of a Bidder} = 100 \times \frac{\text{lowest Total Proposal Price quoted (in INR)}}{\text{Total Proposal Price quoted by the Bidder (in INR)}}$$

- 3.8.5. The marks secured based on evaluation of the Price Proposal as per the above shall be the Financial Score of the Bidder (“Financial Score”).

- 3.8.6. Composite Score of the Bidders shall be worked out as under:

$$\text{Composite Score of a Bidder} = \text{Technical Score} \times 70\% + \text{Financial Score} \times 30\%$$

3.9. Award Criteria

Preferred Bidder shall be identified through following approach:

- (a) The Bidders shall be ranked based on their Composite Scores. The Bidder who has secured the highest Composite Score shall be considered to be the Preferred Bidder.
- (b) In case, two or more Bidders identified as per (a) above, secure identical Composite Score, the Bidder who has secured highest Technical Score shall be considered to be the Preferred Bidder.
- (c) Further, in case two or more Bidders identified as per (b) above, have identical Technical Scores, Preferred Bidder shall be determined through a draw of lots conducted in the presence of such Bidders.

Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, JSCL shall declare the Preferred Bidder as the Successful Bidder.

3.10. Notification

3.10.1. JSCL will notify the Successful Bidder by a Letter of Award (LOA) in the format set out in Appendix 17 (“Draft Letter of Award”) that its Proposal has been accepted.

3.11. JSCL’s Right to Accept or Reject Proposal

3.11.1. JSCL reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Contract, without any liability or obligation for such acceptance, rejection or annulment.

3.11.2. JSCL reserves the right to invite revised Price Proposals from Bidders with or without amendment of the RFP Document at any stage, without any liability or obligation for such invitation and without assigning any reason therefor.

3.11.3. JSCL reserves the right to reject any Proposal at any stage if:

- (a) the Bidder does not respond promptly and thoroughly to requests for supplementary information requested by JSCL for the evaluation of the Proposal; or
- (b) one or more of the pre-qualification conditions has/have not been met by the Bidder; or
- (c) the Bidder has made a material misrepresentation or such material misrepresentation is discovered at any time; or
- (d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practices.

3.11.4. If such disqualification / rejection occurs after the Price Proposals have been opened and the Bidder securing highest Composite Score gets disqualified / rejected, then JSCL reserves the right to:

- (a) consider the Bidder with next highest Composite Score as Preferred Bidder; or
- (b) take any such measure as may be deemed fit in the sole discretion of JSCL, including annulment of the Bidding Process.

3.11.5. Proposals shall be deemed to be under consideration immediately after they are opened until such time that JSCL makes an official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting, by any means, JSCL and/or their employees/representatives on matters relating to the Proposals under consideration.

3.11.6. In case it is found, after the issue of the LOA or signing of the Master Service Agreement or after its execution and during the subsistence thereof, that:

- (a) one or more of the pre-qualification conditions have not been met by the Bidder; or
- (b) the Bidder has made a material misrepresentation; or
- (c) the Bidder has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;

then the LOA or the Master Service Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFP Document, be

liable to be terminated by a communication in writing by JSCL to the Successful Bidder without JSCL being liable in any manner whatsoever to the Successful Bidder. In such an event, JSCL shall forfeit Bid Security or Performance Security, as the case may be, without prejudice to any other rights or remedy that may be available to JSCL in this regard.

3.12. Acknowledgment of LOA and Execution of Master Service Agreement

- 3.12.1. Within seven (07) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and submit to JSCL the Letter of Acknowledgement in the format set out in Appendix 18.
- 3.12.2. The Successful Bidder shall execute the Master Service Agreement within fifteen (15) days of the issue of LOA or such time as indicated by JSCL.
- 3.12.3. JSCL will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be released as promptly as possible upon signing of the Master Service Agreement with the Successful Bidder /receipt of Acknowledgement of LOA from the Successful Bidder.

3.13. Performance Security

- 3.13.1. The Successful Bidder shall within fifteen (15) days of the issue of LOA or such time as indicated by JSCL furnish Performance Security as per draft Master Service Agreement and in terms of LOA, by way of an irrevocable Bank Guarantee issued by a Nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India, in favour of “**Executive Director, Jabalpur Smart City Limited**”, payable at Jabalpur as required under the Master Service Agreement. For the avoidance of any doubt, ‘Scheduled Bank’ shall mean a Bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934.
- 3.13.2. Failure of the Successful Bidder to comply with the requirements of Clause 3.12.2 or Clause 3.13.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, JSCL reserves the right to:
 - (a) consider the second ranked Bidder (with next highest Composite Score) as Preferred Bidder provided it agrees to match the Total Proposal Price of the highest Composite Score Bidder if its Total Proposal Price is higher than that of the highest Composite Bidder. In case, the second ranked Bidder fails to match the above requirement or requirements of Clause 3.12.2 or Clause 3.13.1, the next ranked Bidder shall be considered as Preferred Bidder provided:
 - i. its Price Proposal Value is lower than that of the Bidders ranked higher than it, or
 - ii. agrees to match the lowest of the Total Proposal Prices of the Bidders ranked higher than it.

The above process shall be reiterated until the identification of the Preferred Bidder or till the last ranked Bidder.

Appendix 1: Format of Pre-bid Queries

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

| Request for clarification | |
|--|--|
| Name and Address of the organization submitting request | |
| Name and Position of person submitting request | |
| Contact details of the Organization/ Authorized Representative | |
| Tel: Mobile: Fax: E-mail: | |

| Sl. # | Reference (RFP Section, Clause and Page Number) | Provision in the RFP | Clarification Sought/ Suggestion |
|-------|---|----------------------|----------------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| n | | | |

Bidders shall submit their queries only at the email ID as specified in Bid Summary section. Queries not adhering to the specified format may not be considered.

Appendix 2: Format for Covering Letter

(On the Letterhead of the Bidder)

Date: _____

To,
Executive Director
Jabalpur Smart City Limited,
Manas Bhawan, Wright Town,
Jabalpur, Madhya Pradesh - 482002

Sub: Proposal for Selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur

Dear Sir,

We have read and understood the Request for Proposal (RFP) Document for Selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur. We hereby submit our Proposal for the captioned subject as per the following details:

1. We are enclosing and submitting herewith our Proposal in original, along with the information and documents as per the requirements of the RFP Document, for your evaluation and consideration.
2. The Proposal is unconditional.
3. All information provided in the Proposal and in its Appendices is true and correct.
4. We shall make available to JSCL any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by JSCL.
5. We acknowledge the right of JSCL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that we or any of our constituents or our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part nor have we or any of our constituents or our predecessor entity defaulted in complying with any statutory requirements.
7. We declare that:
 - (a) We have examined and have no reservations to the Bid Documents, including the Addendum (if any) issued by JSCL.
 - (b) We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in clause 2.12.5 & 2.12.6 of the RFP Document, in respect

of any tender or request for proposal issued by or any agreement entered into with JSCL or any other public sector enterprise or any government, Central or State; and

- (c) We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of clause 2.12.4 to clause 2.12.6 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (d) We do not have any conflict of interest in accordance with Clause 2.12.7 of the RFP Document.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for implementation of Intelligent Transit System solutions in Jabalpur, without incurring any liability to the Bidders, in accordance with Clause 2.11.2 of the RFP Document.
9. We declare that we satisfy and meet the requirements as specified in the RFP Document and eligible to submit a Proposal in accordance with the terms of this RFP Document.
10. We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on our ability to undertake implementation of Intelligent Transit System solutions in Jabalpur, which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the India, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
12. We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate JSCL of the same immediately.
13. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by JSCL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned implementation of Intelligent Transit System solutions in Jabalpur and the terms thereof.
14. In the event of our being declared as the Successful Bidder, we agree to enter into a Master Service Agreement in accordance with the draft that has been provided to us as part of the RFP Document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. We have studied all the RFP Document /Bidding Documents carefully and also surveyed the requirements for ITS solutions and related services and other matters mentioned in the Bidding Documents including in Clause 2.12.2 and 2.17.2 of the RFP Document). We understand that, except to the extent as expressly set forth in the Master Service Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by JSCL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of work.

16. We undertake that we have not been barred by any entity of GOI or JSCL or blacklisted by any state government or central government / department / agency in India from participating in Bidding Process as on the Proposal Due Date.
17. The Total Proposal Price have been quoted by us after taking into consideration all the terms and conditions stated in the RFP Document, draft Master Service Agreement, our own estimates of costs and after a careful assessment of the requirements, related services and all the conditions that may affect the Proposal.
18. We confirm having submitted the Bid Security of Rs. 20,00,000 (Rupees Twenty Lakhs only) to JSCL in accordance with the RFP Document. The Bid Security in the form of a Bank Guarantee/Demand Draft is attached. (strike out whichever is not applicable)
19. We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.
20. We undertake that none of the hardware/software/other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.
21. We undertake that none of the hardware/software/other component being proposed by us is end-of-sale by the respective OEM at the time of submission of the Proposal or will be end-of-support by the respective OEM during the Contract Period.
22. We agree and undertake to abide by all the terms and conditions of the RFP Document.
23. We agree to keep our Proposal valid up to 180 days from Proposal Due Date.

Dated thisDay of, 2018.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Appendix 3: Format for Pre-Qualification Checklist

| Sl. # | Compliance Criteria | Supporting Document required | Compliance (Yes/No) | Reference in the Bid (Section, Page no.) |
|-------|---|--|---------------------|--|
| 1. | RFP Document fees | Online receipt | | |
| 2. | Bid Security | Demand Draft OR BG as per format in Appendix 11 | | |
| 3. | Details of Bidder(s) | As per Appendix 4 | | |
| 4. | Power of Attorney for Signing of Proposal | As per Appendix 5 | | |
| 5. | Project Citation for the project | As per Appendix 8 | | |
| 6. | <p>(a) The Sole Bidder / Lead Member of a consortium must be a business entity incorporated in India under the Companies Act, 1956/2013.</p> <p>(b) In case of consortium of business entities, the other Member(s) should be incorporated as per (a) above or equivalent law(s) in the country of jurisdiction of the entity subject to Clause 2.3.2 ("Consortium").</p> <p>The Sole Bidder / all members in case of a consortium should be registered with GST.</p> | <ul style="list-style-type: none"> • Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 - For Sole Bidder/Lead Member of Consortium • Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or any equivalent foreign act, as applicable – For all other member(s) of the Consortium as applicable • Power of Attorney for Lead Member of Consortium as per the format enclosed at Appendix 6 • In case of a Consortium, Memorandum of Understanding (MoU), as per the format provided under Appendix 7 • GST Registration Certificate – For Sole Bidder or All members of the Consortium, in case of a Consortium | | |
| 7. | The Sole Bidder/ Lead Member in case of Consortium must have an average annual turnover of at least Rs. 50 Crores during the last three (03) financial years, i.e. FY 2014-15, FY 2015-16 and FY 2016-17 | <ul style="list-style-type: none"> • Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years as on 31 march 2017 should be enclosed • Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years | | |
| 8. | The Sole Bidder/ Lead Member and other Members, in case of a Consortium must have positive | <ul style="list-style-type: none"> • Certificate from the Statutory auditor/ CA clearly specifying the net worth of the firm | | |

| Sl. # | Compliance Criteria | Supporting Document required | Compliance (Yes/No) | Reference in the Bid (Section, Page no.) |
|-------|--|--|---------------------|--|
| | <p>Net worth in Indian Rupees as on 31March, 2017.</p> <p>For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.</p> | | | |
| 9. | <p>The Sole Bidder/Lead Member or any consortium member (in case of consortium) should have the minimum experience of ITS Project implementation during last five years (as on the Proposal Due Date) as below:</p> <ul style="list-style-type: none"> • One (1) project of contract value equal to or more than Rs. 8 Crores; <i>OR</i> • Two (2) projects of contract value equal to or more than Rs. 5 Crores; <i>OR</i> • Three (3) projects of contract value equal to or more than Rs. 4 Crores; <p>For the purpose of evaluation, Intelligent Transit System project will be defined as a project for a Govt. bus transport organisation in India including one or more components of the following:</p> <ul style="list-style-type: none"> • Electronic Fare Collection System • GPS-based Vehicle Tracking System • Passenger Information System or Public Address system • Depot Management System • Bus Operations Management System or similar systems | <p>1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p><i>AND</i></p> <p>2. Completion Certificate issued & signed by the competent authority of the client entity on letterhead.</p> <p><i>OR,</i></p> <p>Self-certificate from the bidder signed by the authorised signatory for this bid along with the official contact details of the competent authority of the client entity.</p> <p>JSCL reserves the right to contact the aforementioned competent authority.</p> <p>In case of large orders/orders with ongoing operations & maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement.</p> <p>The format of the self-certificate is provided in Appendix -9</p> | | |

| Sl. # | Compliance Criteria | Supporting Document required | Compliance (Yes/No) | Reference in the Bid (Section, Page no.) |
|-------|--|--|---------------------|--|
| 10. | The Sole Bidder or the Lead Member in case of a Consortium, should possess at least CMMi Level 3 Certification. | <ul style="list-style-type: none"> Copy of Relevant Certificate | | |
| 11. | The Sole Bidder or the Lead Member and each members of the consortium member, in case of a Consortium, should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on Proposal Due Date. | <ul style="list-style-type: none"> Affidavit certifying non-blacklisting as per format given in Appendix 10 - For Sole Bidder or All members of the Consortium, in case of a Consortium | | |

Note: Please note that in absence of above mentioned proofs/ documents/ not providing any information, Proposal may not be considered at all.

Appendix 4: Format for Details of Bidder

1. General Information

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

2. Brief description of the Bidder including details of its main lines of business.

3. Details of individual/s who will serve as the point of contact / communication for JSCL:

- (a) Name :
- (b) Designation :
- (c) Company :
- (d) Address :
- (e) Telephone Number :
- (f) E-Mail Address :
- (g) Fax Number :
- (h) Mobile Number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:

- (a) Name :
- (b) Designation :
- (c) Company :
- (d) Address :
- (e) Telephone Number :
- (f) E-Mail Address :
- (g) Fax Number :
- (h) Mobile Number :

5. In case of a Consortium:

- (a) the information above (1-4) should be provided for all the members of the consortium.
- (b) information regarding role of each member should be provided as per table below:

| Sl. # | Name of Member | Role (Specify Lead Member / Other Member) |
|-------|----------------|---|
| | | |
| | | |
| | | |

Appendix 5: Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of appropriate value or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (Name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for **Selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur**, including signing and submission of all documents and providing information / responses to Jabalpur Smart City Limited (“JSCL”), representing us in all matters before JSCL, and generally dealing with JSCL in all matters in connection with our bid for the said contract

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

For

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

Appendix 6: Format for Power of Attorney for Lead Member

(On Non – judicial stamp paper of appropriate value or such equivalent document duly attested by notary public)

Power of Attorney

Whereas Jabalpur Smart City Limited (JSCL), has invited Proposals from eligible entities for **Selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur** (the “Project”),

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. (Lead Member) and M/s (the respective names and addresses of the registered office) do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conferences/meetings, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with JSCL, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with JSCL.

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

Dated this theDay of2018

.....

(Executants)

(To be executed by all the members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is

so required the same should be under common seal affixed in accordance with the required procedure.

Appendix 7: Format for Memorandum of Understanding for Consortium

DRAFT MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of appropriate valueduly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among _____ (hereinafter referred to as "_____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Second Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Third Part.

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

WHEREAS Jabalpur Smart City Limited (hereinafter referred to as "Purchaser") has issued a Request for Proposal dated [Date of Release of RFP] from the Applicants interested in RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur for the Purchaser:

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

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

- (a) The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - i. Submit a response jointly to Bid for the "**RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur**" as a Consortium.
 - ii. Sign Contract in case of award.
 - iii. Provide and perform the supplies and services which would be ordered by the Purchaser pursuant to the Contract.

- (b) This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Purchaser for "**RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur**" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

- (c) The Parties shall be jointly and severally responsible and bound towards the Purchaser for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.
- (d) ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
 - i. To ensure the technical, commercial and administrative co-ordination of the work package(s)
 - ii. To lead the contract negotiations of the work package with the Purchaser.
 - iii. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - iv. In case of an award, act as channel of communication between the Purchaser and the Parties to execute the Contract
- (e) That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- (f) That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____

Party B: _____

Party C: _____

- (g) That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- (h) That this MoU shall be governed in accordance with the laws of India and courts in Jabalpur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

(Party of the First Part)

(Party of the Second Part)

(Party of the Third Part)

Witness:

- i. _____
- ii. _____

Appendix 8: Format for Project Citation by the Bidder

The details of projectsexecuted by the Bidder:

| | |
|---|--|
| Name of the Project & Location | |
| Role of the Entity claiming experience for the Project | |
| Client's Name and Complete Address | |
| Narrative description of project, including no. of ETM devices/smart cards/buses/bus stops and other major ITS components as sought in the Criteria | |
| Contract Value for the bidder (in INR) | |
| Date of Start | |
| Date of Completion | |
| Activities undertaken by prime bidder or consortium member | |

N.B - If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided in Appendix – 9.

(Copies of Work orders/Agreement/Client certificate to be attached along with)

Appendix 9: Format for Self-Certificate

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

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

(Authorised Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal:

Date:

Appendix 10:Format for Affidavit Certifying Non-Blacklisting

(On Non-Judicial stamp paper of appropriate value)

Affidavit

I, M/s., (the name and addresses of the registered office of the Bidder) hereby certify and confirm that we or any of our promoters/ directors are not barred or blacklisted by any state government or central government / department / agency in India from participating in projects, either individually or as member of a Consortium as on the (Not earlier than 3 days prior to the Proposal Due Date).

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this affidavit, we shall intimate JSCL of such blacklisting.

We further confirm that we are aware that as per Clause 3.11.3 of the Request for Proposal for Selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur, our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFP Document at any stage of the Bidding Process or thereafter the Agreement will be liable for termination.

Dated thisDay of, 2018.

Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Appendix 11: Format of Bid Security

(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

To,

Executive Director
Jabalpur Smart City Limited,
Manas Bhawan, Wright Town,
Jabalpur, Madhya Pradesh - 482002

Bid No. _____

Date of Opening _____

KNOW ALL MEN by these present that we _____ of _____ (Name and address of Bank) having our registered office at _____ (hereinafter called "the Bank") are bound unto Executive Director, Jabalpur Smart City Limited (hereinafter called "JSCL") for the sum of Rs. _____ (Rupees _____ only) for which payment truly to be made to JSCL, the Bank hereby binds itself, its successors and assigns by these present.

Whereas..... (NAME OF BIDDER) has submitted its bid dated..... (date of submission of bid) for Selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur in terms of the Request for Proposal due on ----- issued by JSCL, (hereinafter called "the Bid").

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. 20,00,000 (Rupees Twenty Lakhs only).

AND WHEREAS _____ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained without demur.

1. We agree as follows:

- (a) That JSCL may without affecting this guarantee grant time of or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between JSCL and the Bidder.
- (b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- (c) That any demand made by JSCL shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till:

- (e) the Bidder, in case his Proposal is accepted by JSCL, executes a Master Service Agreement after furnishing the Performance Security as per the provisions of the RFP Document; or
- (f) 90 (ninety) days from the Proposal Validity Period
- (g) That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

2. The Conditions on this obligation as per RFP Document are:

- (a) If the Bidder withdraws its Proposal except as provided in RFP Volume 1 Clause 2.22.1 or
- (b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
- (c) If the Bidder fails to accept the LOA within the stipulated time period as provided in RFP Volume 1 Clause 3.12.1; or
- (d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; or
- (e) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in RFP Volume 1 Clauses 2.12.4 to 2.12.6.
- (f) If the Bidder, having been notified of the acceptance of his Proposal by JSCL, during the period of Proposal Validity Period:
 - i. fails or refuses to furnish the Performance Security in accordance with Instructions to Bidders and/or
 - ii. fails or refuses to enter into a Master Service Agreement within the time limit specified in the Instructions to Bidders.

We undertake to immediately pay to JSCL in Jabalpur the above amount upon receipt of its first written demand, without JSCL having to substantiate its demand, provided that, in its demand, JSCL will note that the amount as claimed by it is due to it owing to the occurrence of any one or more of the conditions mentioned above, specifying the occurred condition or conditions.

SIGNATURE OF _____
AUTHORISED OFFICIAL OF THE BANK

SIGNATURE OF THE WITNESS _____,
NAME OF THE WITNESS _____,
ADDRESS OF THE WITNESS _____

NAME OF OFFICIAL _____
DESIGNATION _____

STAMP/SEAL OF THE BANK

Appendix 12: Format for Technical Proposal Checklist

| Sl. # | Compliance Criteria | Supporting Documents | Compliance (Yes/No) | Reference in the Bid (Section, Page no.) |
|-------|--|---|---------------------|--|
| 1. | Project Citations and Self-certifications, as applicable | As per formats in Appendix 8 & 9, as applicable | | |
| 2. | Detailed proposed solution | As per format provided in Appendix 13 | | |
| 3. | Proposed CVs | As per format provided in Appendix 14 | | |
| 4. | Manufacturers'/Producers' Authorization Form | As per format provided in Appendix 15 | | |

Appendix 13: Structure of Proposed Solution

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

| Sl. No. | Item |
|---------|--|
| 1. | <p>Understanding of requirement and Implementation approach</p> <ul style="list-style-type: none"> • Understanding of requirements • Work Plan & its adequacy • Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fall-back strategy and planning during rollout • Timelines and modalities for implementation in a time bound manner |
| 2. | <p>Proposed Solution</p> <ul style="list-style-type: none"> • Detailed description of ITS solutions proposed & overall solution architecture • Approach for distribution/sale/recharge of smart cards • Hardware deployment and integration approach encompassing all solutions • Integration plan with existing ITS solutions • Unpriced BoQ with Make and Model no. • Specifications/Datasheets/Brochures of various components offered as part of solution |
| 3. | <p>Assessment of Manpower deployment, Training and Handholding plan</p> <ul style="list-style-type: none"> • Mobilization of existing resources and additional resources as required • Training and handholding strategy |

Appendix 14: Curriculum Vitae (CV) Format

| A Name of the Resource: | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------|---|--|-----------------|--|---------------|---|-----------------|-----------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 1. | Proposed position or role | <i>(only one candidate shall be nominated for each position)</i> | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Date of Birth | | Nationality | | | | | | | | | | | | | | | | | | | | | |
| 3. | Education | <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #d3d3d3;"> <th style="width: 25%;">Qualification</th> <th style="width: 30%;">Name of School or College or University</th> <th style="width: 20%;">Degree Obtained</th> <th style="width: 25%;">Year of Passing</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | | | Qualification | Name of School or College or University | Degree Obtained | Year of Passing | | | | | | | | | | | | | | | | |
| Qualification | Name of School or College or University | Degree Obtained | Year of Passing | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Total years of experience | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Areas of Expertise and no. of years of experience in this area | <i>(as required for the Profile)</i> | | | | | | | | | | | | | | | | | | | | | | |
| 6. | Certifications and Trainings attended | | | | | | | | | | | | | | | | | | | | | | | |
| 7. | Employment Record | <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #d3d3d3;"> <th style="width: 25%;">Employer</th> <th style="width: 30%;">Position</th> <th style="width: 20%;">From</th> <th style="width: 25%;">To</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p style="margin-top: 10px;"><i>[Starting with present position and last 2 firms, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]</i></p> | | | Employer | Position | From | To | | | | | | | | | | | | | | | | |
| Employer | Position | From | To | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. | Detailed Tasks Assigned | <i>(List all tasks to be performed under this project)</i> | | | | | | | | | | | | | | | | | | | | | | |
| 9. | Relevant Work Undertaken that Best Illustrates the experience as required for the Role) | | | | | | | | | | | | | | | | | | | | | | | |

| Project 1 | |
|-----------------------|--|
| Name of assignment | |
| Year | |
| Location | |
| Employer | |
| Main project features | |
| Position held | |
| Activities performed | |

| Project 2 | |
|-----------------------|--|
| Name of assignment | |
| Year | |
| Location | |
| Employer | |
| Main project features | |
| Position held | |
| Activities performed | |

Appendix 15: Manufacturer's Authorisation Form

(This form has to be provided by the OEMs proposed. This letter of authority should be on the letterhead of the manufacturer and should be signed by a person having competent Authority)

Date:

To,

Executive Director
Jabalpur Smart City Limited,
Manas Bhawan, Wright Town,
Jabalpur, Madhya Pradesh – 482002

Subject: Manufacturer's Authorization Form

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

Dear Sir,

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

We hereby extend, our warranty/ maintenance support for the hardware goods supplied by the bidder against this invitation for bid by _____ (Name of the Bidder) as per requirements of this RFP.

Thanking you,

Yours faithfully,

(Signature)

For and on behalf of: _____ (Name of the Manufacturer)

Authorised Signatory

Name:

Designation:

Place:

Date:

Appendix 16: Contents and Format of Price Proposal

Date: _____

To,
Executive Director
Jabalpur Smart City Limited,
Manas Bhawan, Wright Town,
Jabalpur, Madhya Pradesh – 482002

Sub: Proposal for Selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur

Dear Sir,

We _____ herewith submit Price Proposal for selection of our firm as a System Integrator for Implementation of Intelligent Transit System solutions in Jabalpur, as per terms and conditions of RFP dated _____ issued by Jabalpur Smart City Limited.

The **Total Proposal Price**, inclusive of taxes as given in Appendix 16A for carrying out the entire scope of work, will be Rs. _____ (in words -----) during the contract (subject to revision in Appendix 16A).

Name of Authorised Signatory

Signature of Authorised Signatory (With Stamp of the Bidder)

Business Address: _____

Place: _____

Date: _____

Appendix 16A: Format of Break- Up of Price Proposal

The Bidder shall quote its prices in the formats as given below:

A. Total Price Summary

| SI # | Head | Amount (in Rs.) | Amount (in words) |
|------|---|-----------------|-------------------|
| 1. | Total CAPEX price (Inclusive of GST, levies etc. as applicable) | | |
| 2. | Total OPEX price (Inclusive of GST, levies etc. as applicable) | | |
| 3. | Total Price Proposal (1+2) (Inclusive of GST, levies etc. as applicable) | | |

(a) The total price for the purpose of evaluation of Proposals will be the Total Proposal Price, as per above.

(b) The total CAPEX price shall not be more than 50% of the Total Proposal Price.

B. Price Component for CAPEX

| Sl. # | Description | Unit | Quantity | Unit Rate (in Rs.) | Unit GST (in Rs.) | Total CAPEX Price (in Rs.) |
|-----------|--|------|----------|--------------------|-------------------|-----------------------------|
| | | | (1) | (2) | (3) | (4) = (1) X (2) + (1) X (3) |
| A. | Hardware Components | | | | | |
| 1. | ETM Devices including device application software, AC charger, Memory card, shoulder carry case, one extra battery and other accessories (incl. one year warranty) | No. | 159 | | | |
| 2. | Charging Infrastructure including accessories in terms of batteries charging capacity (incl. one year warranty) | No. | 318 | | | |
| 3. | Contactless Smart Card (CSC) (includes printing on both sides) | No. | 5,000 | | | |
| 4. | Vehicle Tracking Devices | No. | 106 | | | |
| 5. | Driver Control Unit (DCU) | No. | 106 | | | |
| 6. | On-board Card Validators (OCV) | No. | 212 | | | |
| 7. | PIS LED Board for Bus stop | No. | 10 | | | |
| 8. | Operationalisation of on-board PIS Display units installed in existing buses and integration with proposed VTS (per bus) | No. | 106 | | | |
| 9. | Supply, installation of Front Destination board as per requirement (as per UBS –II specifications) | No. | 20 | | | |
| 10. | Supply, installation of Inner display board as per requirement (as per UBS –II specifications) | No. | 20 | | | |
| 11. | IP-based Public Address System with speakers, amplifier, horn, master control desk | No. | 61 | | | |
| 12. | Desktops for depot and bus operation management teams/officials/CCC including UPS, OS and MS Office | No. | 8 | | | |

RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur

| Sl. # | Description | Unit | Quantity | Unit Rate (in Rs.) | Unit GST (in Rs.) | Total CAPEX Price (in Rs.) |
|-------|---|------|--------------------------|--------------------|-------------------|-----------------------------|
| | | | (1) | (2) | (3) | (4) = (1) X (2) + (1) X (3) |
| 13. | Printers/MFP for depot and bus operation management teams/officials/CCC | No. | 5 | | | |
| 14. | Server Infrastructure(sizing as per proposed solution) | | | | | |
| 14.1 | Servers | No. | As per proposed solution | | | |
| 14.2 | Rack | No. | As per proposed solution | | | |
| 14.3 | Storage | Tb | As per proposed solution | | | |
| 14.4 | Networking | No. | As per proposed solution | | | |
| 15. | Point of Sales Terminal (POS) | | | | | |
| 15.1 | Computer | No. | 1 | | | |
| 15.2 | MFP | No. | 1 | | | |
| 15.3 | Receipt Printer | No. | 1 | | | |
| 15.4 | Card Printer | No. | 1 | | | |
| 15.5 | Card Reader | No. | 1 | | | |
| 15.6 | UPS | No. | 1 | | | |
| 15.7 | User Display | No. | 1 | | | |

RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur

| Sl. # | Description | Unit | Quantity | Unit Rate (in Rs.) | Unit GST (in Rs.) | Total CAPEX Price (in Rs.) |
|-----------|---|------|--------------------------|--------------------|-------------------|-----------------------------|
| | | | (1) | (2) | (3) | (4) = (1) X (2) + (1) X (3) |
| B. | Software Components | | | | | |
| 1. | Backend Application Software for Automatic Fare Collection System | No. | 1 | | | |
| 2. | VTS Software | No. | 1 | | | |
| 3. | PIS Management System | No. | 1 | | | |
| 4. | PIS Web-Portal & Mobile App | No. | 1 | | | |
| 5. | PA system Software solution | No. | 1 | | | |
| 6. | Bus Operation Management System Software | No. | 1 | | | |
| 7. | Depot Management System Software | No. | 1 | | | |
| 8. | Enterprise Management Software | No. | 1 | | | |
| 9. | COTS items(sizing as per proposed solution) | | | | | |
| 9.1 | OS | No. | As per proposed solution | | | |
| 9.2 | DB | No. | As per proposed solution | | | |
| 9.3 | Firewall | No. | As per proposed solution | | | |

RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur

| Sl. # | Description | Unit | Quantity | Unit Rate (in Rs.) | Unit GST (in Rs.) | Total CAPEX Price (in Rs.) |
|---|--|------|--------------------------|--------------------|-------------------|-----------------------------|
| | | | (1) | (2) | (3) | (4) = (1) X (2) + (1) X (3) |
| 9.4 | Antivirus | No. | As per proposed solution | | | |
| C. Common Infrastructure and other costs | | | | | | |
| 1. | Installation charges for AFCS equipment (for all buses) | No. | 106 | | | |
| 2. | Installation charges for PIS equipment | No. | 10 | | | |
| 3. | Installation charges for PA system equipment | No. | 61 | | | |
| 4. | Common infrastructure for PIS and PA system at Bus stops - Junction box, Rugged enclosure and UPS (1 KVA) | No. | 61 | | | |
| 5. | Data digitization, training etc. | LS | 1 | | | |
| 6. | Furniture for Desktop & Printer at Depot/JSCL/CCC etc. | No. | 8 | | | |
| | Any other line items as per proposed solution of Bidder. Bidder to include each line item separately with quantity proposed. | | | | | |
| | Additional item 1, if any | | | | | |
| | Additional item 2, if any and so on | | | | | |
| TOTAL CAPEX PRICE | | | | | | |

Note: The quantities given above are for the purpose of evaluation of price bids only. JSCL may change the quantities of any components at the time of signing of the Contract or any time during the Contract Period.

C. Price Component for OPEX

| SI. # | Description | Unit | Qty | Year 1 | | | Year 2 | | | Year 3 | | | Year 4 | | | Year 5 | | | Total OPEX for 5 years inclusive of GST, as applicable (in Rs.) |
|-----------|--|------|-----|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|---------------------|----------------------|--------------------|-------------------|----------------------|---|
| | | | | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 1 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 2 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 3 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 4 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 5 (in Rs.) | |
| | | | | 1 | 2 | 3 = 5 = 2X(3+4) | 6 | 7 = 8 = 2X(6+7) | 9 | 10 = 11 = 2X(9+10) | 12 | 13 = 14 = 2X(12+13) | 15 | 16 = 17 = 2X(15+16) | 18 = 5+8+11+14+17 | | | | |
| A. | Hardware Components | | | | | | | | | | | | | | | | | | |
| 1. | ETM Devices including device application software, AC charger, Memory card, shoulder carry case, one extra battery and other accessories (incl. one year warranty) | No. | 159 | | | | | | | | | | | | | | | | |
| 2. | Charging Infrastructure including accessories in terms of batteries charging capacity (incl. one year warranty) | No. | 318 | | | | | | | | | | | | | | | | |
| 3. | Vehicle Tracking Devices | No. | 106 | | | | | | | | | | | | | | | | |
| 4. | Driver Control Unit (DCU) | No. | 106 | | | | | | | | | | | | | | | | |
| 5. | On-board Card Validators (OCV) | No. | 212 | | | | | | | | | | | | | | | | |

RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur

| Sl. # | Description | Unit | Qty | Year 1 | | | Year 2 | | | Year 3 | | | Year 4 | | | Year 5 | | | Total OPEX for 5 years inclusive of GST, as applicable (in Rs.) |
|-------|---|------|--------------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|---|
| | | | | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 1 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 2 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 3 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 4 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 5 (in Rs.) | |
| | | | | 1 | 2 | 3 5 = 2X(3+4) | 6 | 7 | 8 =2X(6+7) | 9 | 10 | 11= 2X(9+10) | 12 | 13 | 14= 2X(12+13) | 15 | 16 | 17= 2X(15+16) | |
| 6. | PIS LED Board for Bus stop | No. | 10 | | | | | | | | | | | | | | | | |
| 7. | Maintenance of existing/replaced on-board PIS Display units in existing buses | No. | 106 | | | | | | | | | | | | | | | | |
| 8. | IP-based Public Address System with speakers, amplifier, horn, master control desk | No. | 61 | | | | | | | | | | | | | | | | |
| 9. | Desktops for depot and bus operation management teams/officials/CCC including UPS, OS and MS Office | No. | 8 | | | | | | | | | | | | | | | | |
| 10. | Printers/MFP for depot and bus operation management teams/officials/CCC | No. | 5 | | | | | | | | | | | | | | | | |
| 11. | Server Infrastructure (sizing as per proposed solution) | | | | | | | | | | | | | | | | | | |
| 10.1 | Servers | No. | As per proposed solution | | | | | | | | | | | | | | | | |
| 10.2 | Rack | No. | As per proposed | | | | | | | | | | | | | | | | |

RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur

| Sl. # | Description | Unit | Qty | Year 1 | | | Year 2 | | | Year 3 | | | Year 4 | | | Year 5 | | | Total OPEX for 5 years inclusive of GST, as applicable (in Rs.) |
|-----------|---|------|--------------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|---|
| | | | | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 1 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 2 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 3 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 4 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 5 (in Rs.) | |
| | | | | 1 | 2 | 3 | 4 | 5 = 2X(3+4) | 6 | 7 | 8 = 2X(6+7) | 9 | 10 | 11 = 2X(9+10) | 12 | 13 | 14 = 2X(12+13) | 15 | |
| | | | solution | | | | | | | | | | | | | | | | |
| 10.3 | Storage | Tb | As per proposed solution | | | | | | | | | | | | | | | | |
| 10.4 | Networking | No. | As per proposed solution | | | | | | | | | | | | | | | | |
| 12. | Point of Sales Terminal (POS) | | | | | | | | | | | | | | | | | | |
| 12.1 | Computer | No. | 1 | | | | | | | | | | | | | | | | |
| 12.2 | MFP | No. | 1 | | | | | | | | | | | | | | | | |
| 12.3 | Receipt Printer | No. | 1 | | | | | | | | | | | | | | | | |
| 11.4 | Card Printer | No. | 1 | | | | | | | | | | | | | | | | |
| 11.5 | Card Reader | No. | 1 | | | | | | | | | | | | | | | | |
| 11.6 | UPS | No. | 1 | | | | | | | | | | | | | | | | |
| 11.7 | User Display | No. | 1 | | | | | | | | | | | | | | | | |
| B. | Software Components | | | | | | | | | | | | | | | | | | |
| 1. | Backend Application Software for Automatic Fare Collection System | No. | 1 | | | | | | | | | | | | | | | | |

RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur

| Sl. # | Description | Unit | Qty | Year 1 | | | Year 2 | | | Year 3 | | | Year 4 | | | Year 5 | | | Total OPEX for 5 years inclusive of GST, as applicable (in Rs.) |
|-------|--|------|--------------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|---|
| | | | | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 1 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 2 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 3 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 4 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 5 (in Rs.) | |
| | | | | 1 | 2 | 3 5 = 2X(3+4) | 6 | 7 | 8 =2X(6+7) | 9 | 10 | 11= 2X(9+10) | 12 | 13 | 14= 2X(12+13) | 15 | 16 | 17= 2X(15+16) | |
| 2. | VTS Software | No. | 1 | | | | | | | | | | | | | | | | |
| 3. | Mapping Platform - Map Licenses – Annual | No. | 106 | | | | | | | | | | | | | | | | |
| 4. | PIS Management System | No. | 1 | | | | | | | | | | | | | | | | |
| 5. | PIS Web-Portal & Mobile App | No. | 1 | | | | | | | | | | | | | | | | |
| 6. | PA system Software solution | No. | 1 | | | | | | | | | | | | | | | | |
| 7. | Bus Operation Management System Software | No. | 1 | | | | | | | | | | | | | | | | |
| 8. | Depot Management System Software | No. | 1 | | | | | | | | | | | | | | | | |
| 9. | Enterprise Management Software | No. | 1 | | | | | | | | | | | | | | | | |
| 10. | COTS items (sizing as per proposed solution) | | | | | | | | | | | | | | | | | | |
| 10.1 | OS | No. | As per proposed solution | | | | | | | | | | | | | | | | |
| 10.2 | DB | No. | As per proposed solution | | | | | | | | | | | | | | | | |
| 10.3 | Firewall | No. | As per proposed solution | | | | | | | | | | | | | | | | |
| 10.4 | Antivirus | No. | As per | | | | | | | | | | | | | | | | |

RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur

| Sl. # | Description | Unit | Qty | Year 1 | | | Year 2 | | | Year 3 | | | Year 4 | | | Year 5 | | | Total OPEX for 5 years inclusive of GST, as applicable (in Rs.) |
|-----------|---|------|-------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|---|
| | | | | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 1 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 2 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 3 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 4 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 5 (in Rs.) | |
| | | | | 1 | 2 | 3 | 4 | 5 = 2X(3+4) | 6 | 7 | 8 = 2X(6+7) | 9 | 10 | 11 = 2X(9+10) | 12 | 13 | 14 = 2X(12+13) | 15 | |
| | | | proposed solution | | | | | | | | | | | | | | | | |
| C. | Common Infrastructure and other costs | | | | | | | | | | | | | | | | | | |
| 1. | GPRS/GSM Connectivity- SIM Card & Service Plan for AFCS - Annual | No. | 265 | | | | | | | | | | | | | | | | |
| 2. | GPRS/GSM Connectivity- SIM Card & Service Plan for VTS - Annual | No. | 106 | | | | | | | | | | | | | | | | |
| 3. | GPRS/GSM Connectivity- SIM Card & Service Plan for PIS Display - Annual | No. | 10 | | | | | | | | | | | | | | | | |
| 4. | GPRS/GSM Connectivity- SIM Card & Service Plan for PA system - Annual | No. | 61 | | | | | | | | | | | | | | | | |
| 5. | Leased line internet connectivity for DC/Control Centre - Annual | No. | 1 | | | | | | | | | | | | | | | | |
| 6. | Broadband connectivity for POS Terminal - | No. | 1 | | | | | | | | | | | | | | | | |

RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur

| SI. # | Description | Unit | Qty | Year 1 | | | Year 2 | | | Year 3 | | | Year 4 | | | Year 5 | | | Total OPEX for 5 years inclusive of GST, as applicable (in Rs.) |
|-------|--|------|-----|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|---|
| | | | | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 1 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 2 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 3 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 4 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 5 (in Rs.) | |
| | | | | 1 | 2 | 3 5 = 2X(3+4) | 6 | 7 | 8 =2X(6+7) | 9 | 10 | 11= 2X(9+10) | 12 | 13 | 14= 2X(12+13) | 15 | 16 | 17= 2X(15+16) | |
| | Annual | | | | | | | | | | | | | | | | | | |
| 7. | Common infrastructure for PIS and PA system at Bus stops - Junction box, Rugged enclosure and UPS (1 KVA) | No. | 61 | | | | | | | | | | | | | | | | |
| 8. | One time Migration cost to Cloud-based DC | LS | 1 | | | | | | | | | | | | | | | | |
| 9. | Operators for Pass Issuance (For 1 operator) – Annual | No. | 1 | | | | | | | | | | | | | | | | |
| 10. | Manpower services for Operation Management (For 4 persons) - Annual | No. | 4 | | | | | | | | | | | | | | | | |
| | Any other line items as per proposed solution of Bidder. Bidder to include each line item separately with quantity proposed. | | | | | | | | | | | | | | | | | | |
| | Additional item 1, if any | | | | | | | | | | | | | | | | | | |
| | Additional item 2, if any | | | | | | | | | | | | | | | | | | |

RFP for Selection of System Integrator for Implementation of ITS Solutions in Jabalpur

| Sl. # | Description | Unit | Qty | Year 1 | | | Year 2 | | | Year 3 | | | Year 4 | | | Year 5 | | | Total OPEX for 5 years inclusive of GST, as applicable (in Rs.) |
|-------------------------|-------------|------|-----|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|--------------------|-------------------|----------------------|---|
| | | | | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 1 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 2 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 3 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 4 (in Rs.) | Unit Rate (in Rs.) | Unit GST (in Rs.) | OPEX Year 5 (in Rs.) | |
| | | | | 1 | 2 | 3 | 4 | 5 = 2X(3+4) | 6 | 7 | 8 =2X(6+7) | 9 | 10 | 11= 2X(9+10) | 12 | 13 | 14= 2X(12+13) | 15 | |
| TOTAL OPEX PRICE | | | | | | | | | | | | | | | | | | | |

Note: The quantities given above are for the purpose of evaluation of price bids only. JSCL may change the quantities of any components at the time of signing of the Contract or any time during the Contract Period.

Signature of Bidder (With Stamp of the Bidder)
 Name: _____
 Business Address: _____

Place: _____
 Date: _____

Appendix 17 Format for Draft Letter of Award(To be issued by JSCL)

Date:

To,
Authorised Signatory of the Successful Bidder

Dear Mr. _____,

Subject: Letter of Award for Selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur

1. This is in reference to the Proposal submitted by _____ {Name of Successful Bidder} ("SB") in response to the Request for Proposal ("RFP") Document (along with the amendments made thereafter) released by Jabalpur Smart City Limited ("JSCL") on _____ {date of release of RFP Document}.
2. The aforesaid Proposal was considered and evaluated by JSCL for this purpose.
3. Further, subsequent discussions were held with you on _____ and the summary of such discussions is set out in the enclosure/s. {To be inserted where such discussions have been held}
4. JSCL is now pleased to inform that..... (Name of the Successful Bidder) has been selected as the Successful Bidder (SB) for the subject contract.
5. This letter is intended to convey JSCL's acceptance, subject to the terms & conditions specified in the RFP Document and conditions set out in the Master Service Agreement to be executed within fifteen (15) days from the date of this letter, of the Proposal submitted by SB, wherein SB has quoted a Total Price Proposal of Rs _____ (Rupees _____)
6. As a token of your acknowledgment of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory, within seven (7) days from the date of this letter.
7. Further, you are also requested to comply, within fifteen (15) days from the date of receipt of this Letter of Award, with the conditions set out below:
 - (a) Furnish a Performance Security from a nationalized Bank of a sum of Rs..... (Rupee only), in terms of the draft Master Service Agreement;
 - (b) Execution of the Master Service Agreement.
8. Kindly note that this communication by itself does not create any rights or contractual relationship with JSCL. Any such right or relationship shall come into effect upon complying with conditions set out in Para 7 and the execution of Master Service Agreement.

Yours truly,

Appendix 18: Format of Acknowledgement of Letter of Award

(To be issued submitted by Successful Bidder to JSCL)

Date: (Within seven (7) days of date of LOA)

To,
Executive Director
Jabalpur Smart City Limited,
Manas Bhawan, Wright Town,
Jabalpur, Madhya Pradesh – 482002

Subject: Letter of Award for Selection of System Integrator for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur

We are pleased to acknowledge the Letter of Award issued by JSCL vide their letter Ref. dated..... for Implementation of Intelligent Transit System (ITS) Solutions in Jabalpur.

We have reviewed the aforesaid Letter of Award and are enclosing herewith a copy of the Letter of Award duly acknowledged in acceptance of the conditions and undertake to comply with the following within fifteen (15) days of the date of the LOA:

1. Execute the Master Service Agreement
2. Furnish a Performance Security of the amount of Rs..... as per the terms of the Master Service Agreement

.....
NAME OF SUCCESSFUL BIDDER

.....
SIGNATURE OF THE AUTHORISED PERSON

.....
NAME OF THE AUTHORISED PERSON

NOTE:
On the Letter Head of the Bidder