
REQUEST FOR PROPOSAL

RFP No.: 5506/BSCL/177/2018

Date: 06th November, 2018

Name of Assignment: Selection of Agency to design, install, commission, operate and maintain IT Application based Wayfinding Services in Bhubaneswar



Bhubaneswar Smart City Limited,
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Odisha

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1 DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Bhubaneswar Smart City Limited ("Client") or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Goods and Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends 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. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select a Bidder to provide the Goods and Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

2 Section 1. Instructions to Bidders and Bid Data Sheet

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Section 1. Instructions to Bidders and Bid Data Sheet

A. General Provisions

1. Introduction

- 1.1 The city of Bhubaneswar has been selected to be developed into a smart city under the first phase of the Smart Cities Mission launched by the MoUD. The Client is the special purpose vehicle incorporated to implement the Smart Cities Mission in Bhubaneswar in accordance with the Smart City Proposals. As an approach to smart governance through intervention of smart technologies, it is intended to procure system for Information Technology (IT) Application based Wayfinding Services for identified buildings and campuses in the city of Bhubaneswar through selection of a partner (in the form of a "Contractor"). Therefore, the Client intends to invite bids for Selection of the Contractor for implementation of IT Application based Wayfinding Services in Bhubaneswar, as described in general in this Request for proposal document and in accordance with the method of selection specified in the Bid Data Sheet. The Bidder is required to comply with the provisions of the RFP for the bidding process and implementation of overall project.
- 1.2 The Client has adopted a single stage bid process for selection of the successful Bidder. Bidders who are eligible in accordance with Clauses 2, 3, 4 and 5 of the RFP are invited to submit their Proposals for providing the required Services, which will consist of three parts: (a) Qualification Documents; (b) Technical Proposal; and (c) Financial Proposal, each in the formats specified in Section 2 and 3.
- 1.3 The evaluation of the Proposals will be carried out in three sub-stages:
- (a) The first sub-stage will involve qualification of the Bidders based on evaluation of their Qualification Documents to determine compliance with the Eligibility Criteria. Only those Bidders who are found to meet the Eligibility Criteria will be qualified for the next sub-stage.
 - (b) In the second sub-stage, the Technical Proposals of the eligible and qualified Bidders will be evaluated to determine compliance with the Technical Evaluation requirements as per this RFP. Only those Bidders who score at least the minimum qualifying technical score, as specified in the Bid Data Sheet (BDS), on their Technical Proposals will be eligible for evaluation of their

Financial Proposals in the third and final sub-stage.

- (c) In the third and final sub-stage, the Financial Proposals of the eligible and qualified Bidders whose Technical Proposals have received at least the minimum qualifying technical score will be opened and evaluated and will be scored in accordance with the formula specified in the Bid Data Sheet. The Proposals of the qualified Bidders will be finally ranked on the basis of Quality and Cost Based Selection (QCBS);
- (d) The first ranking Bidder will be invited to participate in negotiations with the Client in accordance with Clause 32. Thereafter, upon completion of the negotiations, the Client will issue a letter of award to the first ranking Bidder, declaring the first ranking Bidder to be the successful Bidder. Following receipt of the letter of award, the Bidder will furnish the Performance Security in accordance with Clause 25, fulfil any other conditions specified in the letter of award and execute the Contract with the Client.

1.4 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Bidders may attend the pre-bid meeting, which will be held on the date specified in the Bid Data Sheet, during which the Bidders will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFP. Attending any such pre-bid meeting is optional and is at the Bidders' expense.

1.5 The statements and explanations contained in the RFP are intended to provide the Bidders with an understanding of the scope of the Services required. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Bidder, as set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Bidder or the scope of the Services or the terms of the Contract. Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give effect to this intent. The Client will not entertain any claims on account of such omissions, conflicts or contradictions.

1.6 The Client will endeavour to provide to the Bidders, in a timely manner and at no additional cost, the inputs, relevant project data, responses to queries and reports required for the preparation of the Proposals as specified

in the Bid Data Sheet. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Bidders towards preparation of their Proposals. The Bidders are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.

- 1.7 The Client will endeavor to adhere to the timelines set out in the Bid Data Sheet for carrying out the bid process and award of the Contract.
- 1.8 It will be assumed that Bidders will have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Proposals.
- 1.9 Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 1.10 Client requires that the Contractor provides professional, objective, and impartial advice and at all times hold Client's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Contractor shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.

2. Conflict of Interest

- 2.1 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.
- 2.2 Without limiting the generality of the foregoing, a Bidder shall be deemed to have a conflict of interest and shall not be eligible under the circumstances set forth below:

a. Conflicting activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a Bidder that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly

related to those goods, works, or non-consulting services. Conversely, a Bidder hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting relationships

Relationship with the Client's staff: a Bidder (including its Directors, Stakeholders or Management) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the RFP for the assignment, or (ii) the Technical Specifications of the goods, works or services may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

3. Corrupt and Fraudulent Practices

- 3.1 The Bidder (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFP, the Client shall reject a proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Section 4. The Client will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- 3.2 To this end, the Bidder shall permit and shall cause its service providers, system integrators, contractors and sub-contractors to permit the Client to inspect their accounts, records, and other documents relating to the submission of the Proposal and Contract performance and to have them audited by auditors appointed by the Client.

4. Eligibility

- 4.1 A company incorporated under the Companies Act 1956 or the (Indian) Companies Act, 2013 or an equivalent law outside India or a firm or limited liability partnership registered in India or in any other jurisdiction, which meets the Eligibility Criteria shall be eligible to submit a Proposal.
- 4.2 deleted.
- 4.3 A parent company/firm shall be allowed to use the credentials of its subsidiaries/associates provided, the stake of the parent company is more than 50% and

satisfactory documentary proofs establishing the relationship and stake are submitted.

- 4.4 A wholly owned subsidiary may use the technical credentials of its parent company if an undertaking confirming the relationship is provided by the parent company/firm.
- 4.5 Furthermore, it is the Bidder's responsibility to ensure that it's Personnel, agents (declared or not), service providers, system integrators, contractors, sub-contractors and/or their employees meet the eligibility requirements specified in the RFP.
- 4.6 The Bidder, its contractors or sub-contractors, Original Equipment Manufacturers (OEMs) should not be blacklisted/debarred in last 5 years by any State / Central Government Department or Central /State PSUs as on bid submission date in India. The Bidder shall submit an affidavit declaring and confirming the same.
- 4.7 The Bidder, its contractors or sub-contractors, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Contractors or sub-contractors, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its contractors or sub-contractors.

5. Qualifications of the Bidder

- 5.1 By submission of documentary evidence in its bid, the Bidder must establish to the Client's satisfaction:
 - (a) that it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria as specified in the Bid Data Sheet, and has a successful performance history.
 - (b) that, in the case of a Bidder offering to supply key goods components of the System, as identified in the Bid Data Sheet, that the Bidder does not itself produce, the Bidder is duly authorized by the producer/OEM to supply and support those components in the Client's country under the Contract that may result from this bidding; (This will be accomplished by including Manufacturer's Authorizations in the bid, based on the sample found in Appendix 12, Section 2); and
 - (c) that, in the case of a Bidder not doing business within the Client's country, the Bidder is or will be (if awarded the Contract) represented by an Agent in that country who is equipped and able to carry out the Bidder's maintenance, technical support, training, and repair obligations prescribed in the

General and Special Conditions of Contract,
and/or Technical Requirements.

- 6. Site Visit**
- 6.1 The Bidder may wish to visit and examine the project 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.
- 6.2 The Client will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Client adequate notice of a proposed visit of at least three (3) days. Alternatively, the Client may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the ITB Clause 10.2. Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- 6.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
- 7. Acknowledgement by Bidder**
- 7.1 It shall be deemed that by submitting the Proposal, the Bidder has:
- (i) made a complete and careful examination of the RFP and any other information provided by the Client under this RFP;
 - (ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
 - (iii) satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFP.
 - (iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP or ignorance of any matter shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Contract; and
 - (v) agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Contract.
 - (vi) acknowledged that The Client and/ or its advisors/ Consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or

concerning or relating to this RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/or its Consultant.

8. Rights of the Client

8.1 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the successful Bidder;
- (ii) consult with any Bidder in order to receive clarification or further information;
- (iii) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any Bidder;
- (iv) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder, provided that any such verification or lack of such verification by the Client shall not relieve the Bidder of its obligations or liabilities, or affect any of the rights of the Client;
- (v) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Bidder in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- (vi) accept or reject a Proposal, annul the bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the successful Bidder, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Bidder.

8.2 If the Client exercises its right under this RFP to reject a Proposal and consequently, the first/highest ranked Bidder gets disqualified or rejected, then the Client reserves the right to:

- (i) invite the next ranked Bidder to negotiate the Contract, except in the case where the rejection is for the reason mentioned in the clause 32; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Client, including inviting fresh Proposals from the qualified Bidders or annulling the entire bid process.

B. The Bidding Documents

9. Bidding Documents

- 9.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10:

Section 1: Instructions to Bidders (ITB) and Bid Data Sheet

Section 2: Qualification documents and Technical Proposal – Standard Forms

Section 3: Financial Proposal (Price Schedule) – Standard Forms

Section 4: Corrupt and Fraudulent Practices

Section 5: Technical Requirements

Section 6: Standard Form of Contract

10. Clarification and Amendment of the RFP

- 10.1 The Bidder may request a clarification of any part of the Bid documents prior to the last date for submission of queries, as indicated in the Bid Data Sheet for ITB 1.8. Any queries or requests for additional information in relation to the bid documents should be submitted in writing or by fax and email. The queries submitted sent via email should be in excel sheet format only, along with name and details of the organisation submitting the queries. The template for bid queries is provided in Annexure I. The envelope or communication must clearly bear the following subject line – "**Selection of Agency to design, install, commission, operate and maintain IT Application based Wayfinding Services in Bhubaneswar**" and sent to the address/number/e-mail address as indicated in the Bid Data Sheet for ITB 1.5.

The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Bid Data Sheet for ITB 1.8. The Client's responses to Bidder queries (including an explanation of the query but without identifying its source) will be made available to all Bidders and shall be uploaded on the Client's website. It shall be the Bidder's responsibility to check the Client's website for the responses to the queries or requests for clarification. The Client may, but shall not be obliged to communicate with the Bidders by e-mail, notice or other means it may deem fit about the issuance of clarifications. The Client reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this bid document shall be taken to be or read as compelling or requiring the Client to respond to any query or to provide any clarification. Should the Client deem it necessary to

amend the bid document as a result of a clarification, it shall do so following the procedure described below:

- (a) At any time prior to deadline of bid submission, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the bid documents by issuing an amendment. The amendments shall be uploaded on the Client's website and will be binding on the Client and the Bidders. The Bidders shall update themselves by visiting the Client's website regularly and the Client bears no responsibility for any Bidder's failure to do.
- (b) If the amendment is substantial, the Client may extend the Proposal Due Date to give the Bidders reasonable time to take an amendment into account in their Proposals.
- (c) Verbal clarifications and information given by the Client or any other Person for or on its behalf shall not in any way or manner be binding on the Client.

10.2 As per dates **specified in the Bid Data Sheet**, the Client will organize and Bidders are welcome to attend a pre-bid meeting at the time and place **indicated in the BDS** for ITB 1.5. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested to submit any questions in writing to reach the Client not later than one week before the meeting. Questions and answers will be transmitted in accordance with ITB Clause 10.1. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Client.

10.3 The Bidder may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified in the Bid Data Sheet for ITB 1.8 on the bid submission date.

C. Preparation of Proposals

11. General Considerations

In preparing the Proposal, the Bidder is expected to examine the RFP in detail. The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the RFP, the Bidder must inform the Client at the earliest to seek clarity on the interpretation of the RFP. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

12. Cost of Preparation of Proposal	The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Bidder.
13. Language	The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client shall be written in the language(s) specified in the Bid Data Sheet.
14. Documents Comprising the Proposal	The Proposal shall consist of 3 parts: (a) Qualification Documents; (b) the Technical Proposal; and (c) the Financial Proposal. Each part will comprise the documents and forms listed in Clauses 17 and 18.
15. Only One Proposal	The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected.
16. Proposal Validity	<p>(a) Each Proposal must remain valid for the period specified in the Bid Data Sheet.</p> <p>(b) During the Proposal validity period (as specified in the Bid Data Sheet), the Bidder shall maintain its original Proposal without any change.</p>
Extension of Validity Period	<p>(c) The Client will make its best effort to complete the bid process and select the Bidder within the Proposal's validity period specified in the Bid Data Sheet. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the Proposal Due Date to extend the Proposals' validity.</p> <p>(d) If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>(e) The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated, and the EMD of such Bidder will be returned in the manner set out in this RFP.</p> <p>(f) In the event a Bidder agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Bidder along with the Proposal (where the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period.</p>
17. Qualification Documents and Technical	(a) The Qualification Documents and Technical Proposal are un-priced proposals and shall not include any financial information. Qualification Documents and Technical

**Proposal
Format**

- Proposal containing material related to financial information shall be declared non-responsive.
- (b) The Qualification Documents submitted by a Bidder shall comprise the following:
- (i) The Qualification Documents Proposal Submission Form in the form attached at Appendix 1;
 - (ii) Details of the Bidder in form set out at Appendix 2;
 - (iii) The bid document processing fee in the form of a demand draft drawn in favour of the Client;
 - (iv) The EMD/Bid Security: If the Bidder is submitting the EMD in the form of a bank guarantee, it must be in the format set out at Appendix 3;
 - (v) A power of attorney for signing the Proposal in the format set out in Appendix 4;
 - (vi) Financial qualification of the Bidder in the format set out in Appendix 5 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity;
 - (vii) Technical qualification of the Bidder in the format set out in Appendix 6 along with supporting certificates from clients;
 - (viii) Current Contract commitments of the Bidder in the format set out in Appendix 7;
 - (ix) Affidavit certifying that the Bidder is not blacklisted in the format set out in Appendix 8;
 - (x) Copy of Goods and Service Tax registration in India; and
 - (xi) Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under its applicable laws.
- (c) The Technical Proposal submitted by a Bidder shall comprise the following:
- (i) Conformity in the form of Bid Compliance Undertaking as per the format as set out in Appendix 9 to all business, functional and technical requirements as mentioned in Section 5 of the RFP and shall be supported by documentary evidence establishing to the Client's satisfaction, that the Goods and Services to be supplied, installed and/or performed by the Bidder conform to the RFP requirements.

- (ii) Detailed Technical Description of the proposed system along with System design, size, component details including system architecture, design, frontend and backend applications, database, reporting tools, monitoring functions of the proposed system.
- (iii) Data Sheets of all hardware which will form part of the system.
- (iv) Manufacturer Authorization of the Bidder in the format set out in Appendix 9;
- (v) Team Composition and Task Assignments as per format in Appendix 10;
- (vi) Work schedule for Deliverables as per format in Appendix 11;

Failure to comply with the above requirements and documents will make the Proposal non-responsive.

18. Financial Proposal

- 18.1 All Goods and Services identified in the Supply and Installation Cost Table and the Recurrent Cost Table in Section 3, and all other Goods and Services proposed by the Bidder to fulfil the requirements of the System, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Section 3 for the various cost tables, in the manner specified below. The Bidder shall quote for the entire scope of contract on an “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.
- 18.2 The price of items that the Bidder has left blank or the items omitted altogether from the cost tables provided in Section 3 shall be assumed to be included in the price of other items.
- 18.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule and payment Schedule in Section 5. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.
- 18.4 The prices for Goods offered shall be quoted, including all customs duties, levies, fees, sales and Goods and Service Tax (GST) incurred until delivery of the Goods if the Contract is awarded.

- 18.5 Transportation and Insurance: Inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITB Clause 18.6, whether the Goods are to be supplied locally or from outside the Client's country.
- 18.6 The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices). Prices must include all taxes, duties, levies and fees whatsoever. The prices must include all costs incidental to the performance of the Services.
- 18.7 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in SCC Clause 57.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1 (rr), shall be quoted as Service prices in accordance with ITB Clause 18.6 on the Recurrent Cost Table in detail, and on the Recurrent Cost Summary Table in currency totals. Recurrent costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labour, etc., needed for the continued and proper operation of the System.
- 18.8 Unless otherwise specified in the Bid Data Sheet, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.
- 18.9 In case any assumption or condition is indicated in the Financial Proposal, it shall be considered as non-responsive and shall be liable for rejection.
- 18.10 The cost indicated in the Financial Proposal shall be deemed as final and reflecting total cost of proposal and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil the obligations as per the RFP within the total quoted price shall be that of the Bidder.
- Currency of Proposal** (a) The Bidder shall submit its Financial Proposal in Indian Rupees only.
- Currency of Payment** (b) Payments under the Contract shall be made in Indian Rupees only.
- 19. Earnest Money Deposit/Bid Security** (a) An Earnest Money Deposit (**EMD**) amount as indicated in the Bid Data Sheet in the form of an irrevocable and unconditional bank guarantee drawn in favour of the Client (as indicated in Bid Data Sheet) and payable at Bhubaneswar must be submitted along with the Proposal.

- (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (c) The EMD submitted along with the Proposal will remain valid for a period of **28 days beyond validity period** of the Proposal, including any extensions thereof.
- (d) No interest shall be payable by the Client for the sum deposited as EMD.
- (e) Unless forfeited in accordance with Clause 20 below, the EMD of the unsuccessful Bidders will be returned within 1 month of signing of the Contract with the successful Bidder. The EMD of the successful Bidder will be returned upon the selected Bidder furnishing the Performance Security in accordance with Clause 25.
- (f) The EMD in original shall be placed in a separate envelope and marked as “EMD/Bid Security” and shall be attached with the envelope containing the Qualification Documents marked as “RFP – Selection of Agency to Design, Install, Commission, Operate and Maintain IT Application based Wayfinding System in Bhubaneswar” and “Not to be opened except in the presence of evaluation committee”.

20. Forfeiture of EMD

The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client under the RFP or in law under the following conditions:

- (a) If a Bidder withdraws or modifies its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- (b) If a Bidder is disqualified in accordance with Clause 2;
- (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 4.
- (d) If a Bidder is declared the first ranking Bidder and it:
 - (i) Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
 - (ii) fails to furnish the Performance Security in accordance with Clause 25 of the RFP;
 - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;

		(iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
		(v) fails to execute the Contract.
21. Period of Validity of Bids	21.1	Bids shall remain valid, at a minimum, for the period specified in the Bid Data Sheet after the deadline date for bid submission prescribed by the Client, pursuant to ITB Clause 23. A bid valid for a shorter period shall be rejected by the Client as non-responsive. However, Bidders are responsible for adjusting the dates in the Bid Data Sheet in accordance with any extensions to the deadline date of bid submission pursuant to ITB Clause 21.2.
	21.2	In exceptional circumstances, prior to expiry of the bid validity period, the Client may request that the Bidders to extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to ITB Clause 19 (c).
22. Bid documents Processing Fees	22.1	All Bidders are required to pay the amount as indicated in the Bid Data Sheet towards the cost of bid documents processing fees as follows: <ul style="list-style-type: none"> a. Bid document processing fee shall be paid through demand draft drawn in favour of the Client. b. The bid document processing fee is non-refundable. <p>Please note that the Proposal, which does not include the Bid document processing fees, would be declared as non-responsive and accordingly, rejected.</p>

D. Submission, Opening and Evaluation

23. Submission, Sealing, and Marking of Proposals	23.1	The Bidder shall submit a signed, stamped and complete Proposal comprising the documents specified in Clause 17 and Clause 18, as per the procedure specified in Clause 35 of ITB, no later than time and date as specified in the Bid Data Sheet.
	23.2	The Proposal shall be submitted in physical form (hard copy) along with the Demand Drafts / Bank Guarantee for Bid Security and Bid Document Processing Fee and will be hand delivered or sent by registered post, speed

post or courier in the manner and to the address specified in the Bid Data Sheet:

The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.

Each Proposal must be typed or written in indelible ink and an authorized representative of the Bidder shall sign the Proposal and physically initial all pages of the Proposal. All the pages of the proposal must be numbered in sequence. The authorization shall be by way of a written power of attorney executed in the format attached as Appendix 4. The name and position held by the person signing the Proposal must be typed or printed below the signature.

23.3 The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized signatory/person signing the Proposal.

23.4 The proposal shall comprise 3 separate sealed envelopes which will be placed in a sealed outer envelope as follows:

a. The first envelope (Envelope A) will contain the Qualification Documents in original and such number of copies as specified in the Data Sheet and be marked as follows:

“SELECTION OF AGENCY TO DESIGN,
INSTALL, COMMISSION, OPERATE AND
MAINTAIN IT APPLICATION BASED
WAYFINDING SERVICES IN BHUBANESWAR”
Qualification Documents
Do Not Open Before [Insert time indicated in the
Data Sheet] on [Proposal Due Date]

b. The Second envelope (Envelope B) will contain the Technical Proposal and such number of copies as specified in the Data Sheet and be marked as follows:

“SELECTION OF AGENCY TO DESIGN,
INSTALL, COMMISSION, OPERATE AND
MAINTAIN IT APPLICATION BASED
WAYFINDING SERVICES IN BHUBANESWAR”
Technical Proposal
Do Not Open Before [Insert time indicated in the
Data Sheet] on [Proposal Due Date]

c. The Third envelope (Envelope C) will contain the Financial Proposal and be marked as follows:

“SELECTION OF AGENCY TO DESIGN,
INSTALL, COMMISSION, OPERATE AND
MAINTAIN IT APPLICATION BASED
WAYFINDING SERVICES IN BHUBANESWAR”

Financial Proposal

Do Not Open Before [Insert time indicated in the
Data Sheet] on [Proposal Due Date]

- 23.5 The sealed envelopes containing the Qualification Documents, Technical Proposals and Financial Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the name and address of the Bidder and the RFP reference number and be marked as follows:

“SELECTION OF AGENCY TO DESIGN,
INSTALL, COMMISSION, OPERATE AND
MAINTAIN IT APPLICATION BASED
WAYFINDING SERVICES IN BHUBANESWAR”

Proposal

Do Not Open Before [Insert time indicated in the
Data Sheet] on [Proposal Due Date]

- 23.6 If the envelopes are not sealed and marked as required, the client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

- 23.7 The Client may, at its discretion, extend this deadline for submission of bids by amending the RFP, in which case all rights and obligations of the Client and Bidders will thereafter be subject to the deadline as extended.

- 23.8 Any bid received by the Client after the bid submission deadline prescribed by the Client in the Bid Data Sheet for ITB Clause 23.1, will be rejected and returned unopened to the Bidder.

**24. Withdrawal,
Substitution
and
Modification of
Bids**

- 24.1 The Bidder may withdraw, substitute, or modify its bid after submission, but prior to Proposal due date.

- 24.2 deleted

- 24.3 deleted

- 24.4 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.

- 24.5 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security, if any, pursuant to ITB Clause 20.

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|---------------------------------|---|
| 25. Performance Security | <p>25.1 Upon selection, the Bidder shall furnish to the Client, a performance security of the amount specified in Clause 25.2 below, on or before execution of the Contract to secure the due performance of the obligations of the Bidder under the Contract (the Performance Security). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Client in the format appended to the Contract.</p> <p>25.2 The Performance Security shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract.</p> |
| 26. Opening of Proposals | <p>(a) The Client shall open, in accordance with clause 36 of ITB, only those Proposals that are submitted on or before the specified time on the Bid Submission Due Date.</p> <p>(b) The Client shall open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidder's representatives who choose to attend bid opening.</p> <p>(c) The modification, substitution or withdrawal of bids shall be dealt in accordance with the procedure specified in clause 35.3 of ITB.</p> <p>(d) Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids validly withdrawn in accordance with ITB Clause 24, will promptly be returned, unopened, to their Bidders.</p> |
| 27. Confidentiality | <p>(a) From the time of Proposals to be opened to the time of Contract is awarded, the Bidder should not contact the Client on any matter related to its Qualification Documents, Technical Proposal and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially involved with the bid process, until the publication of the Contract award.</p> <p>(b) Any attempt by a Bidder or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or award of the Contract may result in the rejection of its Proposal.</p> <p>(c) Notwithstanding the above provisions, from the time of Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p> |

28. Responsiveness and Eligibility Tests

(a) First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Bidders are eligible to be awarded the Contract. At the opening of the Qualification Documents, the following shall be read out:

- the name and the country of the Bidder;
- the presence or absence of duly sealed envelopes with the Technical Proposal and the Financial Proposal; and
- any modifications, substitutions or withdrawal to the Proposal submitted prior to the Proposal Due Date.
- any other information deemed appropriate.

The Qualification Documents shall be considered responsive only if:

- (a) all documents specified in Clause 17 are received in the prescribed format;
 - (b) the Proposal is received by the Proposal Due Date;
 - (c) it is signed, sealed and marked as specified in Clause 23;
 - (d) it contains all the information and documents (complete in all respects) as requested in this RFP; and
 - (e) it does not contain any condition or qualification.
- (b) The Client's evaluation committee shall evaluate and determine whether the Bidders who have submitted responsive Qualification Documents satisfy the Eligibility Criteria.
- (c) If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Qualification Documents are found to be non-responsive or the Bidder does not meet the Eligibility Criteria, then the Proposal submitted by such Bidder will be rejected.
- (d) Upon completion of evaluation of the Qualification Documents, the Client will notify the Bidders whether they are qualified and eligible for evaluation of their Technical Proposals.
- (e) An indicative bid submission checklist is provided in Annexure II. Bidders should expand and (if appropriate) modify and complete this checklist. The purpose of the table is to provide the Bidder with a detailed summary checklist of items that must be included in the bid as

described in ITB Clauses 17 and 18, in order for the bid to be considered responsive.

- (f) If envelopes are not sealed and marked as per the instructions, the Client assumes no responsibility for the misplacement or premature opening of the contents of the proposal submitted and consequent losses if any suffered by the Bidder.

29. Evaluation of Technical Proposals

The Client's evaluation committee shall evaluate the Technical Proposals of eligible Bidders for responsiveness. If the Technical Proposal is found:

- (a) not to be complete in all respects; or
- (b) not duly signed by the authorized signatory of the Bidder;
- (c) not to be in the prescribed format; or
- (d) to contain alterations, conditions, deviations or omissions,

then such Technical Proposal shall be deemed to be substantially non-responsive and be liable to be rejected.

Each responsive Technical Proposal submitted by an eligible Bidder will be given a technical score on the basis of the evaluation criteria, sub-criteria, and point system as specified in the Bid Data Sheet. The Financial Proposals of only those Bidders who score at least the minimum qualifying technical score, as specified in the Bid Data Sheet, on their Technical Proposals will be opened by the Client.

30. Opening of Financial Proposals

- (a) After the evaluation of Technical Proposals of eligible Bidders is completed, the Client shall notify those Bidders whose Technical Proposals were considered non-responsive to the RFP or who do not score the minimum qualifying technical score that their Financial Proposals will not be opened, along with information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion. The Financial Proposals of technically unqualified Bidders will be returned unopened. The Client shall simultaneously notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals is optional and is at the Bidder's choice.
- (b) The Financial Proposals of eligible Bidders whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the Client's Authorised Officials on the date and at the time notified by

the Client in the presence of the Bidders whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Bidders, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be evaluated to confirm that they are responsive in terms of the RFP. If any Financial Proposal is found:

- (i) not to be complete in all respects;
- (ii) not duly signed by the authorized signatory of the Bidder, wherever required;
- (iii) not to be in the prescribed format; or
- (iv) to contain alterations, conditions, deviations or omissions,

then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.

The Financial Proposals that are found to be responsive will be evaluated, and the total cost quoted by the eligible and technically qualified Bidders will be read aloud and recorded.

31. Correction of Errors

- (a) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, qualified and unconditional, and submitted in accordance with the terms hereof.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case. In case of any discrepancy between the Technical Proposal and the Financial Proposal of a Bidder, the Technical Proposal shall prevail and the Client's evaluation committee shall correct the quantities specified in the Financial Proposal so as to make it consistent with the corresponding quantities specified in the Technical Proposal, apply the relevant rate included in the Financial Proposal to the corrected quantity, and correct the total cost stated in the Financial Proposal.

**Cost
Evaluation**

- (b) The Client's evaluation of the bid will be made on the basis of prices quoted in accordance with ITB Clause 18
- (c) The Evaluated Bid Price (C) for each responsive bid will be determined as the sum of the Adjusted Supply and Installation Costs (P) plus the Recurrent Costs (R);

where the Adjusted Supply and Installation Costs (P) are determined as:

- i. The price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside the Client's Country, in accordance with ITB Clause 18; plus
- ii. The total price for all software development, transportation, insurance, installation, customization, integration, commissioning, testing, training, technical support, repair, and other Services, in accordance with ITB Clause 18;
- iii. with adjustments for:
 - 1) Deviations proposed to the Implementation Schedule in the Technical Requirements resulting in delayed completion of the entire Information System, if permitted in the BDS and provided they do not exceed the maximum permissible delay period specified in the BDS. For evaluation purposes, a pro rata increase of the total Supply and Installation Costs will be added using the percentage(s) specified in the BDS for each week of delay. Bids offering deliveries beyond the maximum permissible delay specified may be rejected.
 - 2) Deviations taken to the Contract payment schedule specified in the SCC. If deviations are permitted in the BDS, for evaluation purposes the total Supply and Installation Costs will be increased pro rata by the amount of interest that could otherwise be earned on the amount of any payments that would fall due under the proposed schedule earlier than the schedule stipulated in the SCC, at the interest rate specified in the BDS.
 - 3) Goods and Services that are required for the Information System but have been left out or are necessary to correct minor deviations of the bid will be added to the total Supply and Installation Costs using costs taken from the highest prices from

other responsive bids for the same Goods and Services, or in the absence of such information, the cost will be estimated at prevailing list prices. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.

- 4) Corrections to errors in arithmetic, in accordance with ITB Clause 31 (a).

- iv. The Recurrent Costs (R) are reduced to Net Present Value and determined using the following formula:

$$R \equiv \sum_{x=1}^{N+M} \frac{R_x}{(1+I)^x}$$

where

N = number of years of the Warranty Period, defined in SCC Clause 57.4

M = number of years of the Post Warranty Services Period as defined in SCC 1 (rr)

x = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods.

R_x = total Recurrent Costs for year "x," as recorded in the Recurrent Cost Sub-Table.

I = discount rate to be used for the Net Present Value calculation, as specified in the BDS.

- (d) The lowest evaluated bid price (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other financial proposals will be determined using the following formula:

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

In which S_f is the financial score, F_m is the lowest evaluated bid price (lowest financial proposal), and F is the Financial Proposal under consideration.

Proposal shall be ranked in accordance with their combined technical (S_t) and financial (S_f) scores:

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

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal as specified in Bid Data Sheet.

The bidder achieving the highest combined technical and financial score will be considered the successful Bidder

and will be invited for contract signing. Subject to Clause 32, the first/highest ranked Bidder will ordinarily be the selected Bidder.

E. Negotiations and Award

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|---|---|
| 32. Negotiations | <ul style="list-style-type: none"> (a) The first/highest ranking Bidder may, if necessary, be invited for negotiations with the Client. The negotiations will be held at the date and address as informed by the Client. (b) The Client shall prepare minutes of negotiations which will be signed by the Client and the Bidder's authorized representative. (c) If the negotiations fail, the Client shall inform the first/highest ranking Bidder in writing of all pending issues and disagreements and provide a final opportunity to the first/highest ranking Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the first/highest ranking Bidder of the reasons for doing so. Upon termination of the negotiations with the first/highest ranking Bidder, the Client may invite the next-ranked Bidder to negotiate the Contract with the Client or annul the bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations. |
| 33. Client's Right to Vary Quantities at Time of Award | <p>33.1 The Client reserves the right at the time of Contract award to increase or decrease, by the percentage (s) indicated in the BDS any of the following:</p> <ul style="list-style-type: none"> a. de-scope or add the systems/sub-systems equivalent to specified percentage (%) of Contract value; or b. the quantity of substantially identical Sub-systems; or c. the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the Information System; or d. the quantity of Installation or other Services to be performed, <p>from that originally specified in the Technical Requirements (as amended by any Addenda issued pursuant to ITB Clause 10), without any change in unit prices or other terms and conditions.</p> |
| 34. Award of Contract | <ul style="list-style-type: none"> (a) After completing the negotiations, the Client shall issue a letter of award to the selected Bidder: |

- (i) accepting the Proposal of the selected Bidder with such modifications as may be negotiated with the Client;
- (ii) requesting it to submit the Performance Security in accordance with Clause 25;
- (iii) Subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

Within [15] days of receipt of the letter of award, the selected Bidder shall sign and return a copy of the letter of award.

- (b) Upon execution of the Contract, the Client will publish the award information; and promptly notify the other technically qualified Bidders of the conclusion of the selection process or upload the details of the selected Bidder on its website.
- (c) If the selected Bidder fails to satisfy the conditions specified in Clause 34 (a) (i) above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFP or in law, disqualify the selected Bidder, revoke the letter of award and forfeit the EMD of the selected Bidder. If the Client elects to disqualify the selected Bidder and revoke the letter of award, it may invite the next ranked Bidder to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.
- (d) The client shall reserve the right to award the contract in full or a part. Any increase in the scope of contract shall be awarded within the limits as specified in Bid Data sheet.

F. Bid Data Sheet

A. General

ITC Clause Reference	Description
1.1	<p>Name of the Client: Bhubaneswar Smart City Limited (BSCL)</p> <p>Description of the Solution for which bids are invited: SELECTION OF AGENCY TO DESIGN, INSTALL, COMMISSION, OPERATE AND MAINTAIN IT APPLICATION BASED WAYFINDING SERVICES IN BHUBANESWAR.</p> <p>Method of selection: Single Stage selection, three envelope system, Quality and Cost Based Selection (QCBS) with the following weights given to technical and financial proposals:</p> <p>Technical = 70%</p> <p>Financial = 30%</p>
1.2	<p>The Contract term is : Seventy Two (72) months including Implementation period of Ten (10) days for Kalinga Stadium and other implementation period as per 6.1.3 of section 5: Technical Requirements</p>
1.4 (b)	<p>Minimum qualifying technical score: 70</p>
1.4 (c)	<p>Evaluation of Proposal: Please refer Clause 29 of Bid Data Sheet.</p>
1.5	<p>A pre-bid meeting will be held: Yes</p> <p>Date of pre-bid meeting: As per 1.8 : Schedule of Bidding Process</p> <p>Address:</p> <p>Conference Hall Bhubaneswar Smart City Limited, 5th Floor, Block – 1, BMC Bhawani Office Complex, Saheed Nagar, Bhubaneswar – 751 007, Odisha Telephone: 0674-2548428 E-mail: pancitysolutionbbsr@gmail.com Contact person: Mr. Saroj Kumar Swain, General Manager (T&P)</p> <p>All Pre-bid queries shall be addressed to the following in the format prescribed in RFP:</p> <p>Address: Mr. Saroj Kumar Swain, General Manager (T&P) Bhubaneswar Smart City Limited, 5th Floor, Block – 1, BMC Bhawani Office Complex,</p>

Saheed Nagar, Bhubaneswar – 751 007

E-mail:

pancitysolutionbbsr@gmail.com

- 1.7 The Bidder may download the RFP for preparing of the bid proposal from the website:**

www.smartcitybhubaneswar.gov.in

1.8 Schedule of Bidding Process

The Client shall endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Issue of Advertisement & Uploading of RFP	06 / 11 / 2018
3	Pre-bid Meeting	12 / 11 / 2018 at 03:00 PM
4	Reply to Pre-bid Queries	Within 2 days of pre bid meeting
5	Last date of Proposal submission	17 / 11 / 2018 up to 5.00 PM
6	Opening of Proposals (Qualification & Technical Proposals)	17 / 11 / 2018 at 05:30 PM
7	Opening of financial proposals	Date of financial opening will be informed to the technically qualified bidders.
8	Validity of Proposal	180 calendar days from the last date of submission of proposal

- 5.1 (a) The Bidder must meet the following qualification criteria as on the last date of submission of this bid:**

S. No	Qualification Criterion	Documentary Evidence
1	<p>The Sole Bidder:</p> <ul style="list-style-type: none"> may be an Indian or International Firm / Company / partnership or LLP registered as per applicable laws in case of company, must be registered under (Indian) Companies Act 1956/2013 Or any equivalent foreign act 	<ul style="list-style-type: none"> Copy of Certificate of Incorporation / Registration under Companies Act 1956/2013 or any equivalent foreign act or any other registration documents (in case of firms / partnership firms) Memorandum and Articles of Association GST Registration Certificate

S. No	Qualification Criterion	Documentary Evidence
	<ul style="list-style-type: none"> must be in operation in India or abroad for a period of at least 3 years as on date of bid submission 	<ul style="list-style-type: none"> Three (3) years of operation shall be ascertained from the date of incorporation as provided in the above documents
2	The Bidder shall have a minimum annual turnover of INR 5 Crores over the last three (3) financial years.	<ul style="list-style-type: none"> Audited statement for last 3 financial years of bidder
3	The bidder should have a positive net worth for the previous 3 financial years from the date of NIT	<ul style="list-style-type: none"> Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed Certificate from the Statutory auditor/ CA clearly specifying the net worth of the firm
5	The bidder should have their own or subsidiary software development center in India or outside with at least 100+ employees.	Declaration Letter from authorized signatory of bidder
6	The bidder should have experience of executing software deployment having citizens interface usage.	Documentary evidence (Copy of completion/ Ongoing client certificate and Work Order/ Contract) issued by the client / Self Declaration in case of self-owned applications.
7	The bidder should have experience of deploying indoor/outdoor wayfinding solution using bluetooth beacon in at least 2 premises / campuses with at least 50 beacons at each location.	Documentary evidence (Copy of completion/ Ongoing client certificate and Work Order/ Contract) issued by the client / Self Declaration in case of self-owned applications.
8	The bidder should not be blacklisted by any Central / State Government Department or Central/State Public Sector Units (PSUs) in India during the last 5 years from last date for submission of bid, as provided in bid schedule.	Undertaking by the authorized signatory of bidder as per format provided herein this document

5.1 (c) Manufacturer's Authorizations in the form of certificates for Wayfinding System are required for the following types/categories:

- a) Software Applications for map making
- b) Software / IT Application platform for developing and operating the system
- c) Bluetooth beacons

d) Any other software / hardware (that the bidder intends to submit)

The above need not be submitted, in case the bidder itself manufactures the hardware or develops the software (as applicable)

5.4 Sub-Contractors: Not Allowed

JV/Consortium: Not Allowed

B. Preparation of Proposals

13 This RFP has been issued in the English language.

Proposals shall be submitted in English Language.

All correspondence exchange shall be in English Language.

In case any supporting document or printed literature is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by an approved/authorized/licensed translator¹, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

16 (a) Proposals must remain valid for 180 (one hundred eighty) calendar days from the last date of submission of proposal.

18.8 Prices quoted by the Bidder shall be **fixed**.

19 (a) An EMD of INR 5,00,000 (Indian Rupees Five Lakhs Only) in the form of a demand draft or an unconditional and irrevocable bank guarantee from any Scheduled Commercial Bank in India and drawn in favour of the "Bhubaneswar Smart City Limited" and payable at Bhubaneswar, must be submitted along with the Proposal.

In case of bank guarantee, the EMD must be in the format set out in Appendix 3 and the minimum validity date of the bank guarantee should be for a period of 28 days beyond validity period of the Proposal, including any extensions thereof. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period.

22.1 Bid documents processing fee of INR 11,200 (Indian Rupees Eleven Thousand and Two Hundred Only) inclusive of GST @ 12% shall be paid through a demand draft in favour of "Bhubaneswar Smart City Limited" and payable at Bhubaneswar.

¹Approved/authorized/licensed translator means one who is certified by Government for document translation. The registration/certification number of the translator is mandatory to mention on the translated document along with full address, phone number and mail-id.

C. Submission, Opening and Evaluation

23.1 & 23.2 The hard copy submissions must be delivered in physical form to the following address:

Bhubaneswar Smart City Limited,
5th Floor, Block – 1, BMC Bhawani Office Complex,
Saheed Nagar, Bhubaneswar – 751 007,
Odisha

Bid Submission deadline: As per 1.8 Schedule of Bidding Process

The Bidder have to submit following number of physical copies of the Proposal:

- (a) **Qualification Documents** – 1 original.
- (b) **Technical Proposal** – 1 original.
- (c) **Financial Proposal** – 1 original.

24.2 The notice for withdrawal, substitution and modification must be delivered in physical form to the following address:

Bhubaneswar Smart City Limited,
5th Floor, Block – 1, BMC Bhawani Office Complex,
Saheed Nagar, Bhubaneswar – 751 007,
Odisha

The notice must be submitted no later than bid submission date and time as specified in Bid Data Sheet.

29 The Technical Proposals of eligible and qualified Bidders shall be evaluated as follows:

Technical Proposal (Envelope B)

Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:

S. No.	Evaluation Criteria	Marking Criteria	Max. Marks
1	The Bidder shall have a minimum average annual turnover of INR 5 Crores over the last three (3) financial years.	<ul style="list-style-type: none"> • ≥ 10 Crores : 10 marks • More than or equal to 7 Crores but less than 10 Crores: 7 marks • More than or equal to 5 Crores but less than 7 Crores: 5 mark 	10

S. No.	Evaluation Criteria	Marking Criteria	Max. Marks
3	The bidder should have their own or subsidiary software development center in India or outside with at least 100+ employees.	>=500 employees: 10 marks 400 to 499 employees: 7 marks 200 to 399 employees: 5 marks 100 to 199 employees : 3 mark	10
4	The bidder should have experience of executing software deployment having citizens interface usage.	3 projects or more: 10 marks 2 projects : 7 marks 1 project: 5 marks	10
5	The bidder should have experience of deploying indoor/outdoor wayfinding solution using Bluetooth beacon in at least 2 premises / campuses with at least 50 beacons at each location.	2 marks for each project up to a maximum of 20 marks	20
6	The bidder having experience of deploying indoor/outdoor wayfinding solution at any sports stadium hosting international matches.	>3 projects: 10 marks 2 to 3 projects: 5 marks 1 project: 3 marks	10
7	The bidder possessing any following certification valid at the time of bidding:	CMMi Level 5 certification – 10 marks CMMi Level 3 certification - 5 marks Copies of valid certificates in the name of bidder	10
8	Presentation of Proposed Solution including approach and methodology	Presentation to be made by the bidders to the client	15
9	Technical Demonstration of Proposed Solution	Demonstration to be made by the bidders to the client	10
10	Profile of resources proposed for deployment of solution		5

31 (c) (iii) (1) Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of minimum 70% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

The Client will not accept deviations in the schedule of installation and commissioning specified in the Implementation Schedule.

The technical presentation to the evaluation committee shall cover all the sub-components of sub-section 8: Presentation in the table above of section 29 of BDS.

31 (c) (iii) (2) The Client **will not** accept deviations in the payment schedule in the SCC.

31 (c) (iv) Discount Rate (I) for Net Present Value (NPV) calculations of recurrent costs = **10** percent per annum

33.1 Percentage for increase/decrease: **As specified in Section 5: Technical Requirements (Project Deployment Plan)**

ANNEXURE I: TEMPLATE FOR PRE-BID QUERIES

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

S. No.	RFP Volume, Section	RFP page no	Content in the RFP	Clarification sought

3. Section 2. Qualification Documents and Technical Proposal – Standard Forms

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Section 2. Qualification Documents and Technical Proposal – Standard Forms

Qualification Documents

APPENDIX 1: QUALIFICATION DOCUMENTS AND PROPOSAL SUBMISSION FORM

[On the Letter head of the Bidder]

{Location, Date}

To:

**Chief Executive Officer
Bhubaneswar Smart City Limited,
5th Floor, Block – 1, BMC Bhawani Office Complex,
Saheed Nagar, Bhubaneswar – 751 007,
Odisha**

Ref: Selection of Agency to design, install, commission, operate and maintain IT Application based Wayfinding Services in Bhubaneswar

Dear Sir:

We, the undersigned, offer to design, install, commission, operate and maintain IT Application based Wayfinding Services in Bhubaneswar, on behalf of Bhubaneswar Smart City Limited in Bhubaneswar City of Odisha in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes the Qualification Documents and our Technical Proposal and Financial Proposal, each in a separate sealed envelope.

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) All documents accompanying our Proposal are true copies of their respective originals. We will make available to the Client any additional information it may find necessary or require to authenticate or evaluate the Proposal.
- (c) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet, Clause 16 (a).
- (d) We have no conflict of interest in accordance with Clause 2.

- (e) We and our Affiliates are not submitting more than one or separate Proposals.
- (f) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.
- (g) No investigation by a regulatory authority is pending either against us or any of our Affiliates or against our chief executive officer or any of our directors/managers/employees.
- (h) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall inform the Client of the same immediately.
- (i) We meet the Eligibility Criteria and all other requirements of the RFP and are qualified to submit a Proposal. We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in Section 5 of the ITB. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per Clause 5 and Section 5.
- (j) We or our Affiliates, Suppliers, or Contractors for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.
- (k) In the last 5 (five) years, we or our Affiliates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract terminated by any government or government instrumentality for breach on our part.
- (l) if we are selected as the Contractor we undertake the Contract and provide the Goods and Services on the basis of the requirements as defined in the RFP and our proposed system.
- (m) Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.
- (n) We have carefully analysed the RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
- (o) Our Financial Proposal has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the Technical Requirements,

the draft Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Work.

- (p) We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the Client in connection with the evaluation of the Proposals, selection of the Bidder, or in respect of this Project and the terms and implementation thereof.
- (q) We acknowledge the right of the Client to reject our Proposal without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (r) We acknowledge the right of the Client to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Bidders and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (s) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services no later than the date indicated in Clause 34 (c) of the Bid Data Sheet.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

APPENDIX 2: DETAILS OF THE BIDDER

(To be submitted on the letterhead of the Bidder)

1. (a) Name:

 (b) Country of incorporation:

 (c) Date of incorporation and/or commencement of business:
2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this assignment [*Note: Such description shall not exceed 5 type-written pages.*]:
3. Shareholding of the Bidder, if applicable
4. List of directors
5. Details of individual who will serve as the point of contact/ communication for the Client²:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
6. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:

²In the event that the authorized signatory and the point of contact are different individuals, the information for both the individuals (i.e., the authorized signatory and the point of contact) are to be furnished. The Client will send communication to both the entities.

(d) Telephone Number:

(e) E-Mail Address:

(f) Fax Number:

APPENDIX 3: FORMAT OF THE EMD/BID SECURITY

(To be executed on stamp paper of appropriate value)

B.G. No. [___]

Dated:

1. In consideration of you, Bhubaneswar Smart City Limited (referred to as **BSCL**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [*insert name of Bidder*] with its registered office at [*Insert Address*] (referred to as the **Bidder** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns to design, install, commission, operate and maintain IT Application based Wayfinding Services in Bhubaneswar (the **Project**), pursuant to the Request for Proposal dated [___] (referred to as the **RFP**) and other related documents (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [___] and one of its branches at [___] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BSCL an amount of INR. [___] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by the CEO of BSCL stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of BSCL is disputed by the Bidder or not, merely on the first demand from BSCL stating that the amount claimed is due to BSCL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
 - (a) If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
 - (b) If a Bidder is disqualified in accordance with Clause 3;
 - (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 4 of the RFP.
 - (d) If a Bidder is declared the first ranking Bidder and it:
 - (i) withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall

not be construed as withdrawal of proposal by the first ranked Bidder;

- (ii) fails to furnish the Performance Security in accordance with Clause 25 of the RFP;
- (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
- (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- (v) fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force till the validity of the Proposal, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.
If the Bidder is declared as the Contractor, then the validity of the EMD of such Bidder shall be extended until the date on which the Contractor submits the Performance Security. The EMD of the Contractor will be returned upon the Contractor furnishing the Performance Security.
5. We, the Bank, further agree that BSCL will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 3 above. The decision of BSCL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between BSCL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, BSCL will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BSCL):

- (a) any time or waiver granted to, or composition with, the Bidder or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or BSCL under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [***name of Bank along with branch address***] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
12. It shall not be necessary for BSCL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BSCL may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BSCL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to INR. [____]. The Bank will be liable to pay the amount or any part of the Guarantee only if BSCL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date corresponding to the Proposal validity period and requirement for the period of Bank Guarantee towards EMD).

16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX 4: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name of the Bidder and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “attorney”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal to design, install, commission, operate and maintain IT Application based Wayfinding Services in Bhubaneswar for Bhubaneswar Smart City Limited (BSCL) in Bhubaneswar City of Odisha”, including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to BSCL, representing us in all matters before BSCL, if selected, undertaking negotiations with BSCL prior to the execution of the Contract and generally dealing with BSCL in all matters in connection with our Proposal.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For _____

(Signature)

(Name, Title and Address)

Witness:

- 1.
- 2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

- *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 executants(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 authorized 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 5: FINANCIAL QUALIFICATION OF THE BIDDER

Name of Bidder:

S. No.	Financial Year (FY)	Annual Turnover (Rs. crore)	Net Profit (Rs. Crore)
1	Financial Year 2015-16 (or FY 2014-15)		
2	Financial Year 2016-17 (or FY 2015-16)		
3	Financial Year 2017-18 (or FY 2016-17)		

Note:

- *The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above. The financial statements shall:*
 - (a) *reflect the turnover of the Bidder;*
 - (b) *be audited by an Auditor;*
 - (c) *be complete, including all notes to the financial statements.*
- *The Bidder shall provide an Auditor's certificate specifying the annual Turnover of the Bidder in the form set out at Appendix-5.*
- *In case the financial year in the Bidder's country is the calendar year, the Bidder shall submit above financial information for years 2015, 2016 and 2017 or 2016, 2017 and 2018; as applicable.*
- *In case Bidder is claiming International Turnover, the amount shall be converted to USD and then to INR based on the RBI rates as per 31st March, 2018.*

Date:

APPENDIX 6: TECHNICAL QUALIFICATION – QUALIFYING PROJECTS

[Use a separate sheet for each contract]

Name of Bidder or partner of a Joint Venture/Consortium:

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Client	
3.	Client address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued:	
5.	Contract role (check one) <input type="checkbox"/> Prime Bidder <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Total contract: INR_____; Subcontractor INR:_____; Partner share: INR_____;	
8.	Date of award: Date of Commissioning:	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed INR _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements:	

(Name and Signature of Authorized Signatory)

- *For each Eligible Assignment, the Bidder should indicate the duration of the assignment, the contract amount, the amount paid to the Bidder) and the Bidder's role/involvement.*
- *Bidders are expected to provide information in respect of each Eligible Assignment in this Appendix. Each Eligible Assignment must comply with the requirements set out in the Bid Data Sheet.*
- *For each completed Eligible Assignment, work order and the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished.*

- *For each ongoing Eligible Assignment, the work order and certificate issued by the client certifying the percentage of completion of the assignment by the Bidder should be furnished. The client reserves the right to ask for documentary proofs for the claims made with regard to technical eligibility and work experience at any stage of bid process or for the selected Bidder, any time thereafter.*
- *The client reserves all rights to verify the authenticity of experience related certificates or any other certificates submitted by the Bidder, at any stage of bid process or even thereafter. In case of finding any fraudulent practice during verification, the client shall reject the bid or terminate the contract.*
- *In case Bidder is claiming International Experience, the amount shall be converted to USD and then to INR based on the RBI rates as per 31st March, 2018.*

APPENDIX 7: CURRENT CONTRACT COMMITMENTS / WORK IN PROGRESS

(Bidders and each partner to an Joint Venture / Consortium bid should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.)

Name of Bidder:

Sr. No.	Name of contract	Client, contact address/tel./fax	Value of outstanding (INR)	Estimated completion date	Average monthly invoicing over last six months (INR)
1.					
2.					
3.					
4.					
5.					

APPENDIX 8: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED

(On a Stamp Paper of INR. 100/- value and duly notarized)

Affidavit

I M/s., (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we are not barred or blacklisted by any Central / State Government Department or Central / State PSUs globally from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal to design, install, commission, operate and maintain IT Application based Wayfinding Services in Bhubaneswar would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated thisDay of, 201....

NAME OF THE BIDDER

.....
SIGNATURE OF THE AUTHORISED PERSON

.....
NAME OF THE AUTHORISED PERSON

APPENDIX 9: MANUFACTURER'S AUTHORIZATIONS

Invitation for Bids: Selection of Agency to design, install, commission, operate and maintain IT Application based Wayfinding Services in Bhubaneswar.

To: _____

WHEREAS _____ who are official producers of
_____ and having production
facilities at _____ do
hereby _____ authorize
_____ located at _____ (hereinafter,
the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for
resale of the following Products produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of:

Dated on _____ day of _____, _____.

Note: This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

APPENDIX 10: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Staff Deployment				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

APPENDIX 11: WORK SCHEDULE

A. Designing, Procurement, Installation, Integration, Testing, Commissioning and Operational Acceptance

S. No.	Activity	Months (in the form of a bar chart)							Total
		D1	D2	D3	D4	D5	D6	D ⁿ	(days)
	Total								

B. Operations and Maintenance

S. No.	Activity	Months (in the form of a bar chart)							Total
		M1	M2	M3	M4	M5	M6	nError! Book mark not define d.	(months)
	Total								

C. Completion and submission of Reports

S. No.	Reports	Dates

4. Section 3. Financial Proposal (Price Schedule) - Standard Forms

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Preamble

General

1. The Price Schedules are divided into separate Schedules as follows:
 - 1.1 Financial Proposal Submission Form
 - 1.2 Grand Summary Cost Table
 - 1.3 Supply and Installation Cost Summary Table
 - 1.4 Recurrent Cost Summary Table
 - 1.5 Supply and Installation Cost Sub-Table(s)
 - 1.6 Recurrent Cost Sub-Tables(s)
 - 1.7 Deviation Cost Table
2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these RFP Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the RFP Documents prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialled by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clause 18. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these RFP Documents.
6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid non-competitive, or subject the Bidder to possible loss. The Client will correct any arithmetic error in accordance with the provisions of ITB Clause 31.
7. Payments will be made to the Bidder in the currency or currencies indicated under each respective item. The price of an item should be unique regardless of installation site.

1.1 Financial Proposal Submission Form

[Location]

[Date]

To

Chief Executive Officer

*Bhubaneswar Smart City Limited,
5th Floor, Block – 1, BMC Bhawani Office Complex,
Saheed Nagar, Bhubaneswar – 751 007,
Odisha*

Dear Sir,

Subject: Selection of Agency to design, install, commission, operate and maintain IT Application based Wayfinding Services in Bhubaneswar.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

1.2 Grand Summary Cost Table

S. No	Description	Price (INR)
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)	
2.	Recurrent Costs (from Recurrent Cost Summary Table)	
3.	Grand Total (1 + 2)	

Name of Bidder:	
Authorized Signature of Bidder:	

1.3 Supply and Installation Cost Summary Table

System or Subsystem number ***“Entire System Procurement”*** [as necessary for Design, Supply, installation, and achieving Operational Acceptance of the System, specify items in the Table below, modifying, deleting, or expanding the sample line items and sample table entries as needed.]

S. No	Subsystems / Items/ Components	Design, Procurement & Installation Prices
		Price (INR)
1.	Map Making Services	
2.	Software Platform / Application	
3.	Bluetooth Beacons	
4.	Other Items (if any)	
Grand Total		

Name of Bidder:	
Authorized Signature of Bidder:	

1.4 Recurrent Cost Summary Table

System or Subsystem number: “**Entire System procurement**” [as necessary for the operation of the System, specify items in the Table below, modifying the sample line items and sample table entries as needed.]

S. No.	Subsystems / Items / Components	Recurrent Cost Sub-Table No.	Price (INR)
1	Map Making Services		
2	Software Platform / Application		
3	Bluetooth Beacons		
4	Other Items (if any)		
Grand Total			

Note: Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Subsystem or line item in this summary table.

Name of Bidder:	
Authorized Signature of Bidder:	

1.5 Supply and Installation Cost Sub-Table 1

System or Subsystem number: **“Entire System procurement”**

Line item number: **[specify: relevant line item number from the Supply and Installation Cost Summary Table (e.g., 1.1)]**

[As necessary for Supply installation, and achieving Operational Acceptance of the System, specify: the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Design, Procure and Installation Cost Summary Table that requires elaboration.]

Unit prices for the same item appearing several times in the table must be identical in amount and currency.

S. No.	Subsystems / Items	Unit of Measurement	Make & Model (if applicable)	Quantity exclusive of spares/ consumables	Unit Price		Total Price		Taxes and Duties		Total Supply + Installation Prices (including all taxes & duties)
					Supply	Installation / services	Supply	Installation / Services	GST	Any other taxes/ duties	
					INR	INR	INR	INR	INR	INR	INR
					Price	Price	Price	Price	Price	Price	Price
A	Map Making Services										
1	Map Making Services for Indoor Premises (Kalinga Stadium)	Sq. ft.		300,000							
2	Map Making Services for Outdoor Campuses (Kalinga Stadium)	Sq. ft.		200,000							
3	Map Making Services for Indoor Premises (City Buildings)	Sq. ft.		1,500,000							
4	Map Making Services for Outdoor Campuses (City Open Areas)	Sq. ft.		1,000,000							
B	Software Platform / Application										
1	Software Platform as a Service for 1 st Year for Wayfinding System (including all allied applications)	Set									
2	One time event based rebranding charges (comprehensive for once)	Set									

S. No.	Subsystems / Items	Unit of Measurement	Make & Model (if applicable)	Quantity exclusive of spares/ consumables	Unit Price		Total Price		Taxes and Duties		Total Supply + Installation Prices (including all taxes & duties)
					Supply	Installation / services	Supply	Installation / Services	GST	Any other taxes/ duties	
					INR	INR	INR	INR	INR	INR	
					Price	Price	Price	Price	Price	Price	
	rebranding and reversing to original user interface)										
C	Bluetooth Beacons										
1	Short range	Nos.		2000							
2	Long range	Nos.		500							
F	Other Items (if any)										
1	...										
2											
TOTAL											

*** Bidder has to fill the form with all the necessary details as per the conditions mentioned in this RFP.**

Notes:

1. No variation shall be provided for items which are identified as Lump sum or with quantities in number.
2. Any item/ material either hardware or software required to meet the functionality specified in the tender document whose related component is missing in the above table has to be accounted by the Bidder and the cost of the same is assumed to be reflected and taken care in the cost specified to the Client by the Bidder in the financial bid. The Client is liable only to pay the Contract costs as per the payment terms mentioned to the Bidder to meet all the requirements as specified in the bidding documents.
3. The Bidder has to modify the above indicative table and make a comprehensive list of System inventory table by including the components which the Bidder might think are relevant based on the Bidders design to meet all the bid requirements indicating the costs of the same in the financial bid.
4. The Bidder shall assess the quantity of spares/ consumables to meet the SLA clause mentioned in the bidding documents and shall quote the cost and quantity of spares/consumables. The evaluation will take the total cost incurred for the Client inclusive of spares/ consumables while evaluating

the bids. Any item not quoted by the Bidder, shall be provided free of cost if it is found necessary to fulfil the bidding requirements during the currency of the contract.

- 5. The evaluation will take the total cost incurred for the Client inclusive of spares/ consumables while evaluating the bids which is to be included by the Bidder in the Contract cost itself.*
- 6. The Contract Cost shall be inclusive of all the installation, commissioning, testing and any other costs that might be incurred by the Bidder during the duration of the contract.*
- 7. The Client has the right to increase decrease the quantities and the Supply & Installation costs will be adjusted as per the unit costs indicated above. Same unit costs shall be taken up at the time of augmentation of any sub-system/s within stipulated project period.*

Name of Bidder:	
Authorized Signature of Bidder:	

1.6 Recurrent Cost Sub-Table 2

Lot number: **“Single lot procurement”**

Line item number: **[specify: relevant line item number from the Recurrent Cost Summary Table (e.g., z.1)]**

Currency: **[specify: the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed]**

[as necessary for operation of the System, specify: the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.]

Unit prices for the same item appearing several times in the table must be identical in amount and currency.

S. No.	Subsystems / Items	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Year 5 (INR)	Year 6 (INR)	Sub-Total (INR)
A	Map Making Services	Already covered under Supply & Installation Cost						
1	Map Making Services for Indoor Premises							
2	Map Making Services for Outdoor Campuses							
B	Software Platform / Application							
1	Software Platform as a Service for Wayfinding System (including all allied applications)							
2	One time event based rebranding charges (comprehensive for once rebranding and reversing to original user interface)							
C	Bluetooth Beacons							
1	Short range							
2	Long Range							
D	Other Items (if any)							
E	Sub-total (A) in INR							
F	Taxes and Duties (B) in INR							
Grand Total (E+F) (INR)								

Notes:

1. Bidders to refer Indicative System Inventory Table (Recurrent Cost Items) for accessing the quantities in the Recurrent Cost Sub-table 2 above.
2. The financial evaluation would however be done basing on the Net Present Value (NPV) concept for the entire contract period at a discount rate mentioned in bid data sheet.

Only as an Example,

Bidders	CAPEX	OPEX Cost							Total Bid Price
		Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	
Bidder 'X'	355	30	31	32	32	32	33	45	590
Bidder 'Y'	325	30	34	35	37	39	40	50	590

Bid Evaluation (NPV Method): - (Discounting Rate = 10%)

$$\text{Bidder 'X'} = 355 + \frac{30}{(1+0.1)^1} + \frac{31}{(1+0.1)^2} + \frac{32}{(1+0.1)^3} + \frac{32}{(1+0.1)^4} + \frac{32}{(1+0.1)^5} + \frac{33}{(1+0.1)^6} + \frac{45}{(1+0.1)^7}$$

= Rs. 515.4 Cr.

$$\text{Bidder 'Y'} = 325 + \frac{30}{(1+0.1)^1} + \frac{34}{(1+0.1)^2} + \frac{35}{(1+0.1)^3} + \frac{37}{(1+0.1)^4} + \frac{39}{(1+0.1)^5} + \frac{40}{(1+0.1)^6} + \frac{50}{(1+0.1)^7}$$

= Rs. 504.4 Cr.

- The above costs should be inclusive of all expenses, over-heads, GPRS communication, etc. and covering the entire scope as per the tender document during the Maintenance Period.
- The recurrent costs shall also be calculated to meet the SLA's specified in the Section 5 – Technical Requirements for the Contract Period.
- The Bidder is not allowed to quote a Unit Rate for an Operations Item for a subsequent year to be lower than the Unit Rate of the current year; it can utmost be equal if not higher than the current year.
- The Bidder should indicate supply and installation/ services cost separately wherever applicable for each line item of the "1.6 Recurrent Cost Sub-Table 2" in the same table.
- The Client has the right to increase decrease the quantities and the recurrent cost will be adjusted as per the unit costs indicated above.

Name of Bidder:	
Authorized Signature of Bidder:	

5. Section 4. Corrupt and Fraudulent Practices

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 4.2 Without prejudice to the rights of the Client under Clause 4.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Bidder is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4.3, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issuance of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/adviser of the Client in relation to any matter concerning the Contract;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
 - (c) “coercive practice” means impairing or harming or threatening to impair or

harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process;

- (d) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (e) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
- (f) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

³ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

6. Section 5. Technical Requirements

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1. Introduction

1.1 City Background

- 1.1.1 Bhubaneswar is the capital city of Odisha and also known as “Temple City”. It has a unique proposition by virtue of the ability to seamlessly integrate its rich cultural heritage with a strong regional economic base. Bhubaneswar is a well-planned city designed by a German architect named Otto Königsberger. As a capital city, Bhubaneswar has a population of approximately 1 million and also plays an important role of being the regional gateway to the Golden Tourist Triangle of Puri, Konark, and Chilika Lake. The city is a hub for technical education & healthcare facilities with the presence of national level institutes like KIIT, KISS, AIIMS, Apollo, AMRI etc. Steel Hub (Kalinga Nagar), Petro Chemical Hub (Paradeep) and the Golden Tourism Triangle (Puri, Konark, Chilika) form the chief regional economic drivers for the city of Bhubaneswar. The city being one of the IT investment region also shows the potential of growth for the employment in this region.
- 1.1.2 The below exhibit shows the demographics and boundaries of BMC (Bhubaneswar Municipal Corporation) and BDA (Bhubaneswar Development Authority) of the Bhubaneswar City. The core city of Bhubaneswar is in BMC area and is well connected with the other parts of the country through National Highways NH-5, NH-9 and NH-42, Railway Line and through air.

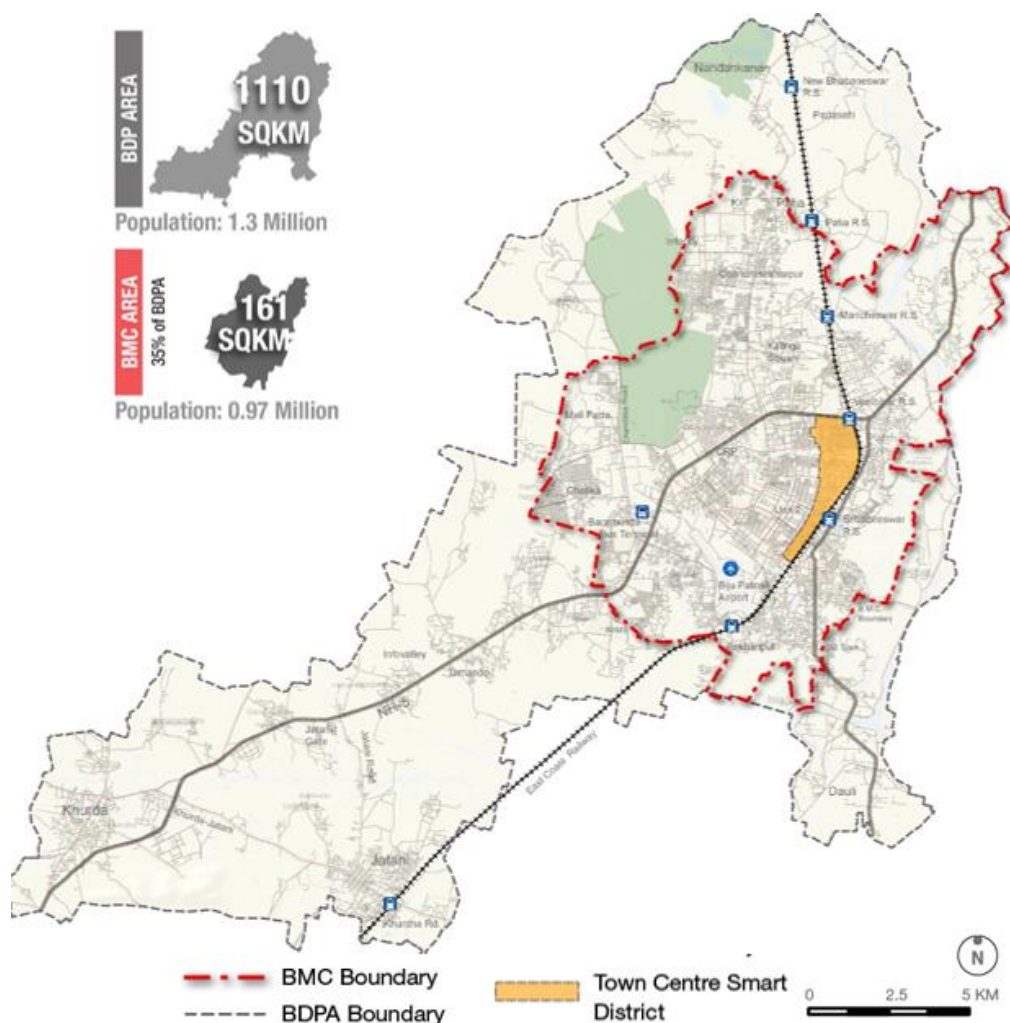


Exhibit 1 Map showing the boundary of BDA and BMC

- 1.1.3 The population of Bhubaneswar city has grown from 6.47 lakh in 2001 to 8.4 lakh population in 2011, with a decadal growth rate of 29.4% according to the census.

1.2 Client

- 1.2.1 Odisha state government constituted a Special Purpose Vehicle (SPV), Bhubaneswar Smart City Limited (BSCL), to undertake the implementation of projects under the Smart City Mission in the city. The SPV is a registered Company under the Companies Act 2013 as a limited enterprise.
- 1.2.2 SPV is governed by a Board of Directors and headed by a Chief Executive Officer (CEO).

2. Project Components

- 2.1 White-labelled wayfinding mobile App for Hockey World Cup for Kalinga Stadium at Bhubaneswar.
- 2.2 Rebranding of the Application as Bhubaneswar City Tour App
- 2.3 Indoor Wayfinding up to 3 million Sq. ft. with a combination to use GPS & BT Beacons
- 2.4 Ability to add additional Buildings Maps developed and added, as and when required
- 2.5 Complaint & Rating System for Citizens
- 2.6 Content Management and Notifications
- 2.7 Insights and Analytics

3. Functional Requirements

- 3.1 The vendor shall provide a multi-functional smartphone app that shall enable citizens to connect with the stadiums, museums, government facilities and services using their smartphones to enhance their experience inside these buildings/facilities.
- 3.2 At a minimum, the app shall allow citizens to use compatible smartphones (see the Device Compatibility section) for the following purposes while inside government facilities and building:
- 3.3 Enable them to find their way to points of interest (like parking, restrooms, entry-exits etc.) and people (government office section or government official) inside the building using a map-based navigation tool with supporting features as described in technical specification section.
- 3.4 Send feedback in real time on workspaces/people/offices against services delivered using a five-star rating system with ability to add textual comments

and grievances and other supporting features as described in technical specification section.

- 3.5 Content Management facility with the ability to push static and dynamic cards with customizable content.

4. Technical Specifications

4.1 Service Delivery Satisfaction Rating:

The app shall provide a location-aware citizen satisfaction rating system that shall make it easy for users to send real-time feedback to the government officials about services delivered. To facilitate location-specific feedback, the app shall be able to identify an occupant's location in real time inside the building by communicating with locational BLE beacons installed on the premises. The rating system shall offer at least the following functionalities:

- 4.1.1 It shall allow users to rate their satisfaction with respect to the service delivery as on a 5-star rating scale, 1 star indicating the lowest, and 5 stars the highest satisfaction level.
- 4.1.2 Users shall be able to tag their star rating with pre-defined reasons or attributes that shall change dynamically with the number of stars selected – negative reasons for lower ratings and positive reasons for higher ratings.
- 4.1.3 These pre-defined reasons shall be suggested by the customer based on site conditions and expected types of feedback.
- 4.1.4 Users shall also be able to click and attach a photo with their rating.
- 4.1.5 Users shall also be able to write at least a 160-character review and send it with their rating.
- 4.1.6 The management team shall have access to a rating dashboard displaying names of all the service delivery departments in the building where the satisfaction rating functionality is active and see the aggregate star rating for each of them along with the total number of reviews.
- 4.1.7 The dashboard shall also show the rating trends for the facility as a whole. For example, it shall show the number of departments with aggregate ratings of and above 4, 3, 2, and 1 stars over a period of 1 day, 1 week, and 1 month.
- 4.1.8 The dashboard shall also show the list of highest and lowest rated departments as well as the most recently low rated.
- 4.1.9 The dashboard shall also allow to review individual reviews and supporting images for a service delivery office and reply directly to the reviewing citizens. The responses shall appear on the citizen's phones in the form of push notifications.

4.2 Indoor Navigation:

The app shall have a built-in navigation system similar to Google Maps to help users find points of interest (POI's) or people inside buildings. To facilitate indoor navigation, the app shall be able to identify a citizen's location in real time inside the building by communicating with locational

beacons installed on the premises as well as GPS based positioning for outdoor areas of the map. The navigation system shall offer at least the following functionalities:

- 4.2.1 It shall be able to use indoor maps which the vendor shall develop based on raw site drawings provided by the customer in a universal format such as CAD. Vendors who do not have the capability to refine CAD drawings into user-friendly site maps shall not be considered eligible to offer this feature.
- 4.2.2 It shall be able to indicate the user's current location on the map in real time with a blue dot.
- 4.2.3 It shall have a searchable database of POI's in the building. Once a user finds and selects to go to a POI, the app shall display the path to the POI from the user's current location.
- 4.2.4 If the user deviates from the path, the app shall recalculate it and display the new best path to the destination.
- 4.2.5 It shall provide turn-by-turn voice-guided navigation as the user moves towards the POI.
- 4.2.6 It shall indicate the time and distance to reach the selected indoor destination.
- 4.2.7 It shall offer users the ability to share their own location or any location on their map with friends through messaging, email, and other third party apps like WhatsApp. Their friends shall receive a URL, which upon clicking shall open the same map on their app and help them navigate to the shared location.
- 4.2.8 In case the friend(s) do not have the multi-functional smartphone app or the indoor navigation functionality installed on their phone(s) then one of their existing default navigation apps such as Google Maps or Apple Maps shall open and the shared indoor location shall be plotted on that app with the same or reduced accuracy. This is how users shall be able to locate people in the building using the indoor navigation system.
- 4.2.9 It shall allow users to save any location(s) on the map as Favorites with user-defined names and also delete them from the Favorites list.
- 4.2.10 It shall allow offline navigation with no requirement for wi-fi or data connectivity once the maps for a facility are downloaded on the user's phone.
- 4.2.11 Maps and private data storage shall be maintained securely by the system.

4.3 User Management:

Users shall be able to freely download the app on their smartphones from Apple's app store or Google Play store. The user registration process shall be simple and secure and allow users to be authenticated through their email IDs or optionally through a registration code.

Users shall be managed through a single, secure cloud-based portal accessible through a web browser on any PC connected to the internet. The cloud portal shall serve the following purposes:

- 4.3.1 Manage upload of user name, email ID, and picture

4.3.2 Send invitations for registering authorized users

4.3.3 Delete users

4.3.4 View and respond to occupants' feedback through occupant satisfaction rating dashboard

The cloud-based portal shall only be used for user management in the manner described above. It shall not be used for managing access levels for users, or track their location in the building.

4.4 Device Compatibility:

The app shall be supported on at least the following smartphones and mobile operating systems:

4.4.1 Apple iPhone 5S, 6, 6S, 6+

- iOS 9, 10 and 11.3 and later

4.4.2 Samsung S6, Samsung Note 5, Google Nexus 5

- Android 5.1, 6.0, and 7.0 and later

5. Payment Schedule

The payment for initial set up cost towards Hockey World Cup Stadium will be made as per schedule provided below: -

S. No.	Activity	Components			
		Map Making Services	Software Platform	Bluetooth Beacons	Other Items (if any)
A	For deployment in Kalinga Stadium				
1	Submission and Approval of System Design and Deployment Plan	5% of the payable amount for area of Kalinga Stadium	5%	NIL	5%
2	Successful Deployment and Demonstration of Pilot Phase – Kalinga Stadium	35% of the payable amount as per actual area in square feet	25%	As per actual deployment and commissioning on site	25%
3	Full Deployment of the System for Kalinga Stadium	Remaining payable amount as per actual area in square feet	30%	As per actual deployment and commissioning on site	30%
B	For subsequent deployment in City Buildings				
4	Submission and Approval of System Design and Deployment	5% of the payable amount for	NIL	NIL	NIL

S. No.	Activity	Components			
		Map Making Services	Software Platform	Bluetooth Beacons	Other Items (if any)
	Plan – for each premises	area of the premises			
5	Successful Deployment and Demonstration of Pilot Phase – for each premises	35% of the payable amount as per actual area in square feet for the premises	NIL	As per actual deployment and commissioning on site	NIL
6	Full Deployment of the System – for each premises	Remaining payable amount as per actual area in square feet for the premises	5% for each premises (maximum up to the approved amount for this component)	As per actual deployment and commissioning on site	5% for each premises (maximum up to the approved amount for this component)

6. Implementation Schedule (Activities, Milestones and Deliverables)

- 6.1.1 Contractor shall deliver all project activities/milestones/deliverables to the Client as per the timelines stated in this section. Contractor shall submit at least two (2) versions of each deliverable as per following:
- (a) Draft Version; and
 - (b) Final Version.
- 6.1.2 Client or its authorized representative shall, within seven (7) days of submission of deliverables (except in case of stadium deployment), review and provide comments on all respective deliverables. Contractor shall ensure that all comments provided by the Client or its authorized representative shall be incorporated in the final version of all deliverables.
- 6.1.3 All deliverables indicated in the tables below are indicative only and shall be read in conjunction with the Scope of Work section and Standard Form of Contract of the RFP for detailed requirements. Client or its authorized representative reserves the right to ask for additional information, documents and deliverables throughout the Project.

Activities/Milestones/Deliverables	Timeline (T = Date of Award)
Detailed Project Implementation Plan including:- <ul style="list-style-type: none"> (i) System and Solutions Design (ii) System Implementation and Management Plan 	T + 3 days

Activities/Milestones/Deliverables	Timeline (T = Date of Award)
Pilot deployment of the system	T + 9 days
Full deployment of the system for Hockey World Cup stadium	T + 15 days
Operational Acceptance and Go-Live of the System	T + 16 days
Design and Deployment of the system in other identified areas of Bhubaneswar (up to 3 million sq. ft.)	T + 365 days (client to decide intermittent timelines for individual premises)
Operation and Maintenance Period (inclusive of first year and the Stadium deployment timeline)	T + 2190 days

Exhibit 2 Implementation Schedule

7. Service Level Agreement (SLA)

7.1 Purpose

- 7.1.1 The purpose of Service Levels is to define the levels of service provided by the Contractor to the Client for the duration of the contract. The benefits of SLAs are to:
- (a) help the Client to control the levels and performance of Contractor; and
 - (b) create parameters for the measuring the performance of the system and help in monitoring the same during the Contract duration.

- 7.1.2 The Service Levels are agreed between the Client and Contractor.

7.2 Service Level Agreements & Targets

- 7.2.1 This section is agreed to by the Client and the Contractor as key performance indicators for the project;
- 7.2.2 The following section reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in the following tables are for the period of Contract.
- 7.2.3 Implementation Phase related SLAs
- During Implementation phase any delay in deliverables and milestones shall attract liquidated damages as per GCC Clause 55.
- 7.2.4 Operation & Maintenance Phase related SLAs (During DLP & Operation Period)
- These SLAs shall be used to evaluate the performance of the services post the Implementation Phase and commencement of the O&M Phase. These SLAs and associated performance shall be monitored on quarterly basis. Penalty levied for non-performance as per SLA shall be deducted through subsequent payments due from the Client or through the Performance Bank Guarantee.
- (a) The Scheduled Maintenance Time shall be agreed upon with the Client as per the definition given as part of this section of the Contract.

- (b) The Exhibit below provides the Service Levels to be adhered by the bidder during the operational hours of the project/system/sub-system/components. The scheduled maintenance and the scheduled down time shall be carried out by the Bidder during the non-operational hours of the project. In case of not meeting the SLA's, the corresponding penalties as defined in the Exhibit below shall apply:

S. No.	Component	Severity Level	Requirement	Falls by / Increase by	Penalty	Calculation
1	Availability of the wayfinding application including its portals and interface	High	99.50%	0.25%	Rs. 20,000/-	For every decrease of 0.25% in availability of application in a quarter, a penalty of Rs. 20,000 shall be imposed.
2	Bluetooth Beacons	Moderate	99%	0.50%	Rs. 100	For every decrease of 0.50% in availability of each beacon in a quarter, a penalty of Rs. 100 per beacon shall be imposed.

Exhibit 3 Service Level Indicators

7.3 Reporting Procedures

Contractor representative shall prepare and distribute Service level performance reports in a mutually agreed format by the **5th working day of subsequent month**. The reports shall include “**actual versus target**” Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to Client management personnel as directed by Client.

7.4 Service Level Change Control

7.4.1 General

- (a) It is acknowledged that this **Service Levels may change as Client's business needs evolve over the course of the contract period**. As such, this document also defines the following management procedures:

- (i) A process for negotiating changes to the Service Levels;

- (ii) An issue management process for documenting and resolving particularly difficult issues;
- (iii) Client and Contractor management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- (b) Any changes to the levels of service provided during the term of this Agreement shall be requested, documented and negotiated in good faith by both Parties. Either Party can request a change.

7.4.2 Service Level Change Process:

The Parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either Party. Unresolved issues shall also be addressed. Contractor's representative shall maintain and distribute current copies of the Service Level document as directed by Client. Additional copies of the current Service Levels shall be available at all times to authorized Parties.

7.4.3 Version Control / Release Management:

All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

Appendix A: Form for Performance Security

[On Appropriate Stamp Paper]

Bank Guarantee No. []

To
Bhubaneswar Smart City Limited
5th Floor, Block – 1,
BMC Bhawani Mall,
Saheed Nagar,
Bhubaneswar, Odisha, 751007

WHEREAS (Contractor), a company incorporated under the Company Act, with its principal office at (hereinafter called “the Contractor”) has undertaken, in pursuance of RFP no. dated for Selection of Agency to design, install, commission, operate and maintain IT Application based Wayfinding Services in Bhubaneswar, which involves use of technology, information and data to improve the mobility and connectivity within the city of Bhubaneswar (the Project).

AND WHEREAS it has been stipulated by you in the said project that the Contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor Firm, up to a total of INR./- (INR only), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR./- (INR only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the day of

Our branch*(Name & Address of the branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our branch a written claim or demand and received by us at

our _____ branch on or before Dt. otherwise bank shall be
discharged of all liabilities under this guarantee thereafter.

.....(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch