

Expression of Interest

To Set-up Integrated Command and Control, Communication, Computer & Intelligence Operation Centre (C4I), Security and Surveillance System in Gautam Buddha Nagar

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Issued by:

New Okhla Industrial Development Authority
Main Administrative Building
Sector IV, Noida
District Gautam Buddha Nagar - 201301
Uttar Pradesh, India

Contents

Contents.....	2
Disclaimer	2
List of Abbreviations.....	3
1 Project Background	5
2 General Conditions	6
3 Preparation and Submission of EOI Document.....	13
4 Qualification Criteria	17
5 Proformas.....	20

Disclaimer

This Expression of Interest (EOI Document) for “Setting-up Integrated C4i, Security and Surveillance System in Gautam Buddha Nagar” (‘the Project’) contains brief information about the Project and qualification process for short listing of Applicants for RFP stage. The purpose of the Document is to provide the Applicants with information to assist the formulation of their EOI application or response to EOI Document (“the Application”).

While all efforts have been made to ensure the accuracy of information contained in this EOI Document, this document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their EOI application. New Okhla Industrial Development Authority (“NOIDA” or “the Authority”) or any other Gautam Buddha Nagar Authorities (the Authorities) including Greater Noida Industrial Development Authority (GNIDA), Yamuna Expressway Industrial Development Authority (YEA) and the Police Department, or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the EOI Document.

NOIDA and other Gautam Buddha Nagar Authorities reserve the right to change any or all conditions/ information set in this EOI Document by way of revision, deletion, updation or annulment through issuance of appropriate addendum as the Authorities may deem fit without assigning any reason thereof.

The Authorities reserves the right to accept or reject any or all applications without giving any reasons thereof. NOIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the EOI applications to be submitted in terms of this Document.

List of Abbreviations

AAA	Authentication Authorization and Accounting
AKS	Authentication Key Server
ANPR	Automatic Number Plate Recognition
ATC	Adaptive Traffic Control
AVLS	Automatic Vehicle Localization System
BMAN	Broadband Metropolitan Area Network
BS	Base Station
BTS	Applicant To Specify
C4I	Command & Control, Communications, Computer and Intelligence
CAD	Computer Aid Dispatch
CAS	Content Addressed Storage
CCTV	Closed Circuit Television
CSS	Clock Synchronization System
DCMS	Data Center Management System
DIA	Direct Internet Access
DIMS	Data Infrastructure Management System
EDC	Effective Date of Contract
ETS	Emergency Telecommunication System
EWS	Early Warning System
FMS	Fault Management System
Gautam Buddha Nagar Authorities, or the Authorities	New Okhla Industrial Development Authority, Greater Noida Industrial Development Authority, Yamuna Expressway Industrial Development Authority and the Police Department
GIS	Geographical Information System
GNIDA	Greater Noida Industrial Development Authority
ICCS	Integrated Communication and Control System
IPAS	Intersection Public Address System
IPMI	Intelligent Platform Management Interface
MCCU	Mobile Command and Control Unit
MMDT	Mobile Multi-Network Data Terminal
MTSS	Multi Threat Security System
NAS	Network Attached Storage
NMS	Network Management System
NOIDA	New Okhla Industrial Development Authority
NTP	Network Time Protocol
PIP	Project Implementation Plan

EOI to Set-up Integrated C4i, Security, and Surveillance System in Gautam Buddha Nagar

PoE	Power over Ethernet
PRM	Project Review Meeting
QAP	Quality Assurance Plan
RSMS	Remote Server Management System
SAN	Storage Area Network
SLA	Service Level Agreement
SMS	Sound Broadcast System
SoL	Secure Serial over LAN
SOW	Scope Of Work
SVS	Speed Violation System
TBRC	Tetra-Based Radio Communication
TES	Traffic Enforcement System
The Authority	New Okhla Industrial Development Authority
TLAAR	Threats, Logging and Attack Analysis and Reporting
TLC	Traffic Light Controllers
TLVS	Traffic Light and Speed Violation System
TMS	Telecom Management System
UTMS	Unified Threat Management System
VCA	Video Content Analysis
VIMS	Video Management System
VMD	Video Motion Detection
VMS	Led-Based Message Display
VNMS	Voice Network Management System
VSS	Video Surveillance System
YEA	Yamuna Expressway Industrial Development Authority

1 Project Background

Gautam Buddha Nagar District comprises of areas under the jurisdiction of NOIDA, Greater Noida, Dadri and part of Khurja. The district has a total area of 1,354 km² and includes areas under the jurisdiction of Noida, Greater Noida, Dadri and area along Yamuna Expressway Authority (YEA).

These are the upcoming planned regions with their relevance further gets emphasized by being a part of or due to their proximity to National Capital Region. It has a population of more than 12 lakh, which is growing at a high rate. With the growing population, the concern for law, order and governance in the cities has also increased.

There is a steep increase in theft, burglary, auto theft, murder and other crimes over the past few years in the city. Further, the proximity to the National Capital has made it highly susceptible to terrorist attacks. It is observed that by merely setting up police stations, security check booths at market places or adhoc surveillance systems through CCTVs, control rooms etc. are not providing adequate solutions. These inadequacies may have an impact on the industrial growth of the region, where corporate and companies are looking at cities with better and safe quality of life for their employees.

In view of the prevailing situation it may be prudent to take a fresh look at public safety and security of Gautam Buddha Nagar. Noida being a large industrial hub needs the state of the art electronic security system which is also capable of providing feeling of wellness to its large residential and commercial complexes. The city is fast turning into international destination for business and industry. Noida and Greater Noida are also the modern face of the State so it is essential to provide the security befitting its status. The secure environment and better governance will attract induction of the capital in the city which in turn will promote the investment in the State.

The aim is to provide secure living and working environment. This will give boost to the environment, health and safety including a feeling of wellness in civic society. In turn it will enhance the property value and attract higher investments. Lastly there is a requirement to check the encroachment on high value Government land and assets. Thus the investment in integrated technological system for upgrading the security has an economic impact on the growth of the region/ district.

Hence, for a composite development of the District there is an urgent need to upgrade its resources to deal with the highly skilled and specialized crimes being committed in the region. It is essential to promote the district and its regions as "**Secure Region**" by undertaking an integrated set of initiatives with the help of Gautam Buddha Nagar authorities, police and traffic department, and state level intelligence agencies.

The Project would be fully funded by New Okhla Industrial Development Authority (NOIDA).

2 General Conditions

2.1 EoI Notice

New Okhla Industrial Development Authority (NOIDA) intends to establish integrated C4I, Security and Surveillance System (“the Project”) in the entire Gautam Buddha Nagar district. NOIDA now invites Applicants to submit their Expression of Interest (EOI) to set-up and operate the Project.

2.2 Brief Scope of Work

The scope of work is limited to Gautam Buddha Nagar District comprises of areas under the jurisdiction of NOIDA, Greater NOIDA, Dadri and part of Khurja. The district has a total area of 1,354 sq km and includes areas under the jurisdiction of Noida, Greater Noida, Dadri and area along Yamuna Expressway.

With the given background, the Authority desires to shortlist qualified applicants which will assist in setting up an integrated security, surveillance system in the District which would involve the design, supply, installation, testing, commissioning, 24/7 operations for 7-years of an effective and state-of-art IP-based Command, Control, Communication, Computer and Intelligence operation centre (C4i) for the Gautam Buddha Nagar, Uttar Pradesh, India. The system will implement real-time surveillance, provide video information, incident management and will help in evidence collection. In addition, it will integrate other systems, resources to become a basic platform of the district emergency interaction center. By employing integrated CAD, Incident Management, Geographic Information System, AVLS, it will be possible to provide quick response in emergency and quick reaction team deployment.

The key objectives of the Project would be:

- ▶ Carryout risk analysis and threat perception and provide state of the security and surveillance systems to analyze hazards, risks and vulnerabilities of the city
- ▶ To develop and ensure Policy, Institutional and Techno management in the city by providing state of the art security and surveillance systems
- ▶ To develop and maintain proactive governance and systems for Disaster Risk Security management
- ▶ To establish effective Crisis Management through the organization and management of resources for dealing with all aspects of emergencies
- ▶ Centralizing all emergency/ distressed calls from citizen, officials and tourists living, transiting or visiting the district
- ▶ Monitoring city streets and avenues, municipality, real estate, parking lots, sensitive locations such as railway stations, mall, hotels, stadium, borders of the city/ district etc.
- ▶ Localizing, mobilizing, gathering and tracking the appropriate response resources
- ▶ Informing the population of current issues within the municipality (traffic jam, flood, emergency etc.)
- ▶ Managing the incidents (recording, reporting and archiving)

Accordingly, the scope of the project would include but not be limited to the following:

2.2.1 Planning

The first step of the planning is to carry out the threat analysis by senior security personnel having experience in the command & actual operations of NSG troops, police, Army and attended courses on intelligence, security, CI in India or abroad. The second step is to provide conceptual and strategic plan, in keeping with the current day security scenario and threat perception

- ▶ Undertake a geographic study and carry out Terrain Analysis and survey of the District and define the target areas and/ or gaps for surveillance and intelligence system, infrastructure, and management.
- ▶ Carry out "Risk Analysis "and "Threat Perception"
- ▶ Develop the surveillance and intelligence layout for the City, recommend the risk mitigation strategy and a structured plan (year-on-year, milestone-by-milestone). This would include the aspects of development and security for the District.
- ▶ Developer shall provide a blue print for the proposed architecture for an integrated solution involving command and control elements, equipment, communication, procedures and personnel.
- ▶ Identify the stakeholders, agencies, departments to have active role in the implementation of the Project. Suggest the institutional mechanism towards the operations of the system and define roles and responsibilities for any/ all activities, lay down the procedural guidelines, and suggestions on any/ all regulatory requirements in the State/ region.
- ▶ Undertake the reconnaissance and develop the strategy for deployment of Quick Reaction Teams to control the crime

2.2.2 Technology & Infrastructure (including installation, execution and maintenance)

Developer is expected to incorporate all the aspect of security and surveillance including operations/ applications/ systems etc. detailed in the Integrated Security Strategy above. Developer shall be responsible for installation of these operations/ applications/ systems, execution, operation, maintenance of the same and undertake capacity building/ training of these operations for 7 years

The sub-systems to be provided are:

- ▶ A District-wide Video Surveillance System (VSS) to monitor the roads, junctions and sensitive locations of the city like governmental buildings, hospitals, mall, etc. It shall include video analytics allowing border security application for the district, perimeter protection, intrusion, illegal construction and encroachment detection for key places
- ▶ A Tetra-based Radio Communications (TBRC) system to communicate with and between the 1st responders
- ▶ An IP-based Broadband Metropolitan Area Network (BMAN) to be deployed throughout the District to interconnect the various sub-systems at various locations
- ▶ An Early Warning System (EWS) to notify the population about any event that could impact their quality of life (threats, traffic jams, natural catastrophe, etc.)
- ▶ An Dial 100 system to centralize the emergency call-taking

- ▶ A Computer Aid Dispatch (CAD) system to improve the 1st responder dispatching and resource management throughout the GB Nagar
- ▶ A Geographic Information System (GIS) allowing displaying human resources and Municipality assets on the digital map
- ▶ Traffic Enforcement System (TES) including Speed and Traffic Light violation linked with an Automatic Number Plate Recognition system (ANPR) to identify vehicles and generate Challans. TES shall include as well Traffic Surveillance System and on-board vehicles E-Challan system for Policemen patrolling throughout the municipality. Last but not least TES shall include Variable Message Sign (VMS) and Intersection Public Address System (IPAS) for drivers information and guidance
- ▶ An Automatic Vehicle Location System (AVLS) allowing tracking of C4I resources

All those sub-systems and applications shall be seamlessly distributed amongst the following locations:

- ▶ One (1) Command and Control, Communication, Computer and Intelligence Operation Center (C4I) to be set up at the location to be specified after Project award building to perform all Developer's furnished 24/7 Communication and Information System (CIS) and Security services.
- ▶ Ten (10) Police Stations allowing local Police operations throughout the sectors falling under their jurisdiction
- ▶ Twenty-two (22) Border Outposts to monitor and control the Municipality access points
- ▶ One (1) Mobile Command & Control Unit (MCCU) to assist the C4I during unpredicted or exceptional events (social, sports, political, etc.) and provide good surveillance capabilities from ground and otherwise.

2.2.3 Post Installation/ Commissioning Responsibilities:

- ▶ The Applicant will be responsible for commissioning of the system and for 7 years 24/7 management operation and maintenance of the total system deployed within the Municipality. This includes associated environmental systems (power systems and outdoor cabinets) provided as part of the project.
- ▶ All initial and fixed charges and recurring costs required for the implementation and operation of the proposed solution, like rentals of leased data lines, PRI lines for DIAL 100, GSM/GPRS usage charges, electricity consumption, oil for Developer's vehicles etc. for the period of service contract, will be borne by the Applicant and reimburse by the Authority at actual.

2.2.4 Maintenance:

- ▶ All the equipment, software and workmanship that form a part of the service are to be under warranty throughout the term of the service contract from the date of service acceptance and commencement. The warranty shall require the Service Provider to be responsible for all cost of parts, labour, field service, pick-up and delivery related to repairs or corrections during the Project Period.

- ▶ This service shall be provided 24 hours and on all weekdays to keep the system in good working condition. If hardware is not repairable within a specified time period a standby system shall be provided for the same by the Applicant.
- ▶ Preventive maintenance shall be carried out once in a quarter and corrective maintenance as well and when calls are placed by respective Municipality and Police authority.
- ▶ The Applicant shall enclose details of manpower proposed to maintain above maintenance support service for 24 hour. The Applicant shall provide manpower to give maintenance support for 24/7 at C4I and wherever the Applicant feels necessary for the period of service contract.
- ▶ The Applicant shall offer maintenance of the various equipment, components and installations to a high level of operational integrity for a period of two years (warranty period) following the issuance of the Taking-Over Certificate.
- ▶ In addition to maintenance during the two-year period specified above, the Developer shall be fully responsible for all maintenance activities for the period between installation of equipment and issuance of the Taking-Over Certificate.
- ▶ All costs incurred by the Developer for maintenance prior to the Taking-Over Certificate shall be included in the prices submitted in Bill of Quantities.
- ▶ Following the completion of the Two-year warranty period, the Developer shall be required to provide further maintenance services for additional five years on Annual Maintenance Contract. Applicant not agreeing to such extension of maintenance services shall be liable for rejection.

The project includes provision of optic fiber network, as well as preparation of the final system design (FSD), documenting all system components, preparation of input like messages, dynamic sign contents, response/ action plans, etc. according to the Client's requirements, coordination with the Client on training and maintenance by providing technical support.

The installations of the system and the operation start up have to be executed according to the Client's schedule.

The project includes a Tetra-based Radio Communications (TBRC) system to communicate with and between the different locations scattered over length and breadth of Gautam Buddha Nagar District.

The Project also include the coordination and supervision of installation works in the Network Operation Centre, Command and Control, Communication, Computer and Intelligence Operation Centre, and Traffic Enforcement System Command and Control Centre, including underground works as necessary at locations of the outstations, as well as provision of civil and electrical Engineering services.

2.3 Project Period

The time period for completion of the construction and commissioning shall be 18 (eighteen) months from the date execution of the Contract, while the Operation & Maintenance period shall be 7 (seven) years subsequent to the commissioning date.

2.4 Issue of EOI Document

EOI Document can be downloaded from the Noida Authority's website www.noidaauthorityonline.com.

2.5 Pre-requisites for the Applicants

2.5.1 Public limited company, private limited company or Consortium of any of these type of entities (to be converted into a JV if project is allotted) can submit the EOI. The firms and companies should be registered in India in case of single applicant and in case of Consortium, the lead member should be registered in India. The term 'Applicant' used hereinafter would therefore apply to both a single Applicant and/ or the Consortium.

2.5.2 The Applicants should submit a Board resolution, verified by the statutory auditors/ chartered accountants of the Company, authorizing 'the Signatory' of the Applicant to sign the EOI on behalf of the Company.

2.5.3 The Applicant should also submit a Power of Attorney as per the format enclosed at Proforma 7, authorizing the Signatory of the EOI to commit the Applicant.

2.5.4 The application submitted by a Consortium should comply with the following additional requirements (failing which shall result into disqualification of the Applicant):

- ▶ Number of member in a Consortium should be limited to three (3).
- ▶ The EOI should contain the information required for each member of the Consortium
- ▶ The EOI should include a broad description of the roles and responsibilities of each of the members of the Consortium
- ▶ Each Consortium must specify the proposed equity shareholding and nominate a lead member of the Consortium and must submit the Power of Attorney by all members of the Consortium in favor of the lead member
- ▶ An individual Applicant cannot at the same time be a member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project
- ▶ The Consortium shall submit a Memorandum of Understanding (MoU) which shall clearly state who is the lead member.
- ▶ Members of the Consortium shall enter into a memorandum of understanding (MoU) specific to this Project which shall be submitted with the EOI. The MoU shall, inter alia:
 - ▶ Convey the intent to form a joint venture/ company, with shareholding commitments(s) in accordance with the EOI Document, which would enter into the Project Agreement and subsequently carry out all the responsibilities as Implementing Agency in terms of the Project Agreement, in case the Project is awarded to the Consortium.
 - ▶ Clearly outline the proposed roles and responsibilities of each member at each stage.

- ▶ Lead member in the Consortium shall be an Indian Company having minimum stake of 51% in Consortium or more with management control in JV in Indian Co's hand and with Indian Citizen.
- ▶ Lead Member will own at least 51% equity of the Consortium and that each of the other Consortium Members shall hold at least 10% of the equity of the Consortium until the Commissioning Date of the Project is achieved. Post Commissioning Date, the Lead Member will be required to maintain a minimum equity stake of 33% while the member/s other than the Lead Member shall hold a minimum equity of 10% in the Consortium throughout the Project Period.
- ▶ The members of the Consortium shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Project Agreement.
- ▶ The lead member in the Consortium alone or in collaboration with the Consortium members must meet the terms and conditions for eligibility criteria.
- ▶ The Consortium as a whole must be a sound entity both technically and financially.
- ▶ If the successful Applicant is a Consortium, the Project Agreement shall be signed with the entire Consortium i.e. all the Consortium members shall be a party to the Project Agreement.

2.5.5 The intending Applicants should submit an undertaking that Applicant (or any member of the Consortium) is as a company/ Consortium and product quoted are not Black Listed by any Govt. dept./ PSU/ Semi Govt. agency in India should not be blacklisted by any Govt./ Semi Govt. department. The Applicant should submit self certification to this effect. Any Applicant (or member of the Consortium) found black listed by any Govt. dept./ PSU/ Semi Govt. agencies in India, shall not be considered for this Eoi process.

2.6 Change in the Consortium Composition

The change in composition of the Consortium (i.e. insertion or deletion of new/ existing members) will not be allowed after the submission of the EOI.

The change in Consortium shareholding structure will only be permitted by the Authority subject to minimum shareholding requirement as specified in Clause 2.5.4. In such case a written approval of Authority should be taken prior to making any modification/ change in the Consortium.

2.7 Number of EOI submission

Each Applicant, individually or in a Consortium, should submit only one (1) EOI for the Project. Any Applicant or member of a Consortium, which submits or participates in more than one EOI for the Project would be disqualified and would also cause the disqualification of the Consortium in which it is a member.

2.8 EOI preparation cost

The Applicant shall bear all costs associated with the preparation and submission of the expression of interest and neither Authority nor its advisors will in any case be responsible and liable for sub-costs, regardless of the conduct or outcome of the Eoi process.

All papers submitted with the Eoi are neither returnable nor claimable.

2.9 Right to accept and reject any or all the EOI

- 2.9.1 Notwithstanding anything contained in this EOI Document, NOIDA reserves the right to accept or reject any EOI and to annul the qualification process and reject all the EOI, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 2.9.2 Authority reserves the right to reject any Eoi if:
- ▶ At any time it is found that a material misrepresentation is made by the Applicant, or
 - ▶ The Applicant does not respond promptly and satisfactorily to the requests for supplementary information required for the evaluation of the Eoi.
- 2.9.3 The misrepresentation/ improper response mentioned in Clause 2.9.2 may lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the Consortium may be disqualified/ rejected.

3 Preparation and Submission of EOI Document

3.1 Language

All information in the EOI must be in English. Information in any other language, if not accompanied by an authenticated translation in English, shall not be considered. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation shall prevail. The authentication must be either by the Embassy/ High Commission in India of the Country to which such language pertains or by the Indian Mission in that country.

3.2 Clarifications on EOI Documents

Applicants requiring any clarification on the EOI may notify the Authority in writing or e-mail in accordance with Clause 2. They should send in their queries before ten (10) days of submission due date.

The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

Pre-Bid meeting might be proposed to be held for the Project if required.

3.3 Amendment of EOI Document

3.3.1 Before the deadline for submission of EOI, the EOI document may be modified by the Authority by issue of Addendum/ Corrigendum.

3.3.2 Any Addendum/ Corrigendum issued shall be part of the EOI Document and it will be publicized through newspapers.

3.3.3 To give prospective Applicants reasonable time in which to take the Addendum/ Corrigendum into account in preparing their EOI, extension of the deadline for submission of Eois may be given as considered necessary by the Authority.

3.4 Alternative Eois by the Applicants

The Applicants shall submit offers which comply strictly with the requirements of the EOI document. Alternatives or any modifications shall render the EOI invalid.

3.5 Submission of EOI

The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this EOI) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Application, alongwith documents required to be submitted along therewith pursuant to this EOI, marked "COPY". The Applicant shall also provide a soft copy on a Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

Each page of the above documents including Drawings if any should bear the dated initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the Contents.

All set of application will have to be submitted only in hard bound forms so as to ensure that it will not be possible to replace any page without disturbing the documents. **All pages should be sequentially numbered.** Each Document should have an Index to indicate the details of contents and their Page Numbers. **Each page should be initialed at the bottom by the authorized signatory.**

Each correction, cutting, addition and overwriting should be initialed by the Applicant.

The Eoi should be submitted latest by 1600 hours on 25 January 2012 to the below mentioned address:

The Chief Executive Officer
New Okhla Industrial Development Authority
Main Administrative Building
Sector VI, Noida
District: Gautam Buddh Nagar 201301, Uttar Pradesh, India
Ph: (0120) 2422427
Email: noida@noidaauthorityonline.com

3.6 Authority to Sign

- 3.6.1 If the Applicant is an individual, he should sign above his full type written name and current address.
- 3.6.2 If the Applicant is a proprietary firm, the Proprietor should sign above his full type written name and the full name of his firm with its current address.
- 3.6.3 If the Applicant is a firm in partnership, the Documents should be signed by all the Partners of the firm above their full type written names and current addresses. Alternatively the Documents should be signed by a Partner holding Power of Attorney for the firm in the Format at Proforma 7.
- 3.6.4 If the Applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the Format at Proforma 7.
- 3.6.5 If the Applicant is a Joint Venture, the Documents shall be signed by the Lead Member holding Power of Attorney for signing the Document in the Format at Proforma 8.

3.7 Items to be kept in mind while furnishing details

While filling in the Information, following should be kept in mind:

- ▶ There shall be no additions or alterations except those to comply with the instructions issued by the Authority or as necessary to correct errors, if any, made by the Applicants.
- ▶ Conditional Offer/ EOI will be rejected.

3.8 Sealing and Marking of Eols

The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked "Response to EOI to set up Integrated C4i, Security, and Surveillance system in Gautam Buddha Nagar".

If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

3.9 Confidentiality

All documents issued and information given to the Applicant shall be listed as Confidential

3.10 EOI due date

3.10.1 EOI must be submitted by the Applicant at the time and data as mentioned in section 2 of this document.

3.10.2 The Authority may extend the deadline for submission of EOI by issuing an amendment in writing in accordance with Clause 3.3 in which case all rights and obligations of the Authority and the Applicant previously subject to the original deadline will be subject to new deadline.

3.11 Late/ Delayed EOI

Any EOI received by the Applicant after the specified date and time of receipt of EOI will not be considered and shall be returned unopened to the Applicant.

3.12 Modification/ Substitution/ Withdrawal of EOI

The Applicant will not be allowed to modify, substitute or withdraw its EOI after expiry of the deadline for receipt of the EOI.

3.13 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Applicants shall not be disclosed to any person not officially concerned with the process.

3.14 Evaluation

For short listing process, Authority will determine whether each EOI is responsive to the requirements of the EOI Document. The EOI shall be considered responsive if:

- ▶ It contains all the information and documents as requested in the EOI Document.
- ▶ It contains information in formats specified in this EOI Document as per appended profomas.
- ▶ In case of the Consortium to this Project, meeting all requirements as stipulated in Clause 2.5
- ▶ There are no inconsistencies between the EOI and the supporting documents.
- ▶ Authority reserves the right to reject any EOI which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Eols.
- ▶ Meeting all the qualification criteria as stipulated in Section 4 of this EOI document.

3.15 Clarifications Sought by the Authority

To assist in the process of evaluation of EOI, the Authority may, at its sole discretion, ask any Applicant for clarification on its EOI. The request for clarification and the response shall

be in writing or by facsimile. No change in the substance of the EOI would be permitted by way of such clarifications.

3.16 Notifications

Authority will notify the successful short listed applicants for making presentation to the authority. The date of presentation will be communicated in the letter to the shortlisted applicants.

3.17 Inspection of site by the Applicants

Applicants are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their EOI as to the nature of the ground and sub-soil (as far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their EOI. An Applicant shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Applicant shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the Project unless otherwise specifically provided for in the Project Agreement. Submission of an EOI by a Applicant implies that he has read this notice/ Document and has made himself aware of the scope and specifications of the Project to be done and local conditions/ other factors having a bearing on the execution of the Project.

4 Qualification Criteria

Interested Applicant should qualify all the below mentioned criteria:

4.1 Financial Criteria

- 4.1.1 The Applicant shall have an average annual turnover of minimum INR 1,000 crore during the past three (3) financial years (last year to be considered will be FY 2011/ 2010-11). The Applicant has to submit the annual report/ audited accounts for the last three (3) years to establish the turnover. In case the Applicant or the Consortium members are subsidiary companies, the immediate parent company's financials shall be considered.
- 4.1.2 The Net Worth of the Applicant (either sole or Consortium) should be at least INR 500 crore as on the close of last financial year (FY 2011/ 2010-11).

Notes:

- i. The financial turnover will be taken as given under the head "Income" in audited Profit and Loss Account and excluding non-recurring income, income from other sources and stock. It is clarified that Financial Turnover means relevant revenue as recorded in the Income Side of Profit and Loss Account. It does not mean Profit. The turnover specified above should be from activities that are relevant to the project such as electric infrastructures and systems, system integration, security and surveillance systems, instrumentation and control systems, command & control, etc. (auditor certificate and Memorandum & Articles of association to be enclosed in English).
 - ii. Foreign currency Turnover will be converted into Indian Rupees based on RBI reference rate applicable as on the date of opening of Eoi without assigning any weightage factor.
 - iii. The Applicant should submit self attested copy of Auditor's report along with Balance Sheet and Profit and Loss statement along with Schedules for the relevant financial year in which the minimum criterion is met (to be read along with the above clause in Financial Criteria). Provisional audit reports or certified statements shall not be accepted.
 - iv. The Applicant should furnish details of Annual Financial Turnover for each of the last 3 Financial years in a Tabular form and give reference of the document (with Page no.) relied upon in support of meeting the Qualification Criteria.
 - v. Closing stocks in whatsoever manner should not form part of turnover.
- 4.1.3 Financial Capability of the Applicants would be judged on the basis of the following:
- i. $\text{Net Worth} = (\text{Paid up equity} + \text{Reserves}) - (\text{Revaluation Reserves} + \text{Miscellaneous Expenditure not written off and accrued liabilities})$
 - ii. In case of a Consortium, the Net Worth and Turnover would be a summation of Net Worth and Turnover of the individual members of the Consortium. However, the financial capabilities of members whose equity share in the Consortium is less than 33% (Thirty-three per cent) shall not be considered for evaluating the financial capability of the Consortium.
 - iii. The EOI must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Applicant (of each member in case of a Consortium) for the last Three (3) Financial Years.

4.2 Technical Criteria

- 4.2.1 The Applicant should have deployed Four Hundred (400) outdoor cameras in a single project all with outdoor video analytic (not embedded in the camera), and in addition have completed at least five video surveillance projects with more than Two Hundred (200) cameras in each project in last Five (5) years.
- 4.2.2 The Applicant must have an experience of at least Five (5) projects over the last Five (5) years for ANPR systems, deploying at least Two Hundred (200) ANPR Cameras. One (1) of these should contain at least One Hundred (100) ANPR cameras that are connected to a single command and control center.
- 4.2.3 O&M: Applicants shall be engaged in at least Ten (10) completed or ongoing service contract for security and safety systems and with an average turnover of at least INR 25 crore per annum from security and safety contracts.
- 4.2.4 The Applicant should have deployed over the last Five (5) years at least One (1) project that includes telecommunication backbone for multiservice network covering Audio, Video and Data systems, that includes at least Forty (40) communication switches connected by F/O cabling, and implemented ring architecture for redundant communication. In addition, The Applicant should have deployed over the last Five (5) years at least One (1) project that includes minimum 300 KM of F/O communication with at least Forty (40) communication switches, all connected to a central redundant switch. Of the above Video management system projects the Applicant should have executed at least One (1) project with the same vendor as would be proposed by the Applicant.
- 4.2.5 The Applicant should have deployed and integrated over the last Five (5) years at least Five (5) Command & Control systems each of them comprises of at least Four (4) out of the following sub systems, connected by IP network:
- i. Video surveillance systems
 - ii. Fence laser systems for perimeter protection
 - iii. Outdoor Video analytics
 - iv. Intrusion detection systems
 - v. ANPR systems
 - vi. Access Control
 - vii. Intercom or PA
 - viii. CAD/ C4I and AVLS
 - ix. Tetra
- 4.2.6 The Applicant should have experience of implementing at least Five (5) security & Surveillance projects for Government in India or abroad.
- 4.2.7 All the above conditions (4.2.1 - 4.2.6) are mandatory for the Applicant's technical qualifications.

Notes:

- ▶ *In case of a Consortium, the eligible experience may be of the Lead Member or any of the Consortium Members holding a minimum of 33% stake in the Consortium.*
- ▶ *The Eligible Projects as described above should include the supply, installation, system integration and commissioning of the complete equipment and solutions for the projects on its own.*

- ▶ *In case the Applicant or the Consortium member claiming the above experience was by way of a joint venture/ Consortium with any other partner, the Applicant/ Consortium members' scope of the work/ responsibility should comprise of the above experience (documentary evidence to be enclosed).*
- ▶ *The qualification should be from the Consortium or Joint Venture group members on their own. Qualifications from a parent company or an affiliate company or group of affiliate companies shall not be considered.*
- ▶ *The Applicant shall mandatorily have the specified technical experiences as described above and should present its experience in accordance either in India or overseas. Verifiable documentary proof to be attached.*
- ▶ *Only such works shall be considered where physical completion of entire work is over or commissioning of work has been done meeting in full the purpose for which the work was undertaken, whichever is earlier.*
- ▶ *The Applicant should submit the details of such completed works as per the format at Proforma-3 enclosed. In the case of works carried out as a member of a Consortium/ Joint Venture the value of work to be considered for this Qualification Criterion will be considered only if the works were forming part of and executed by the Applicant or the Consortium member. In support of having completed these works, the Applicant should submit self attested copies of the completion certificates from in unequivocal terms the owner/ client indicating the name of the work, the description of work done by the Applicant, value of contract executed by the Applicant, date of start, date of completion (stipulated and actual) and value of the material supplied by the Client. The value of work executed should be inclusive of the value of free supply items and escalation amount, if any. The Applicant should indicate the details of only such works in Proforma 3 which satisfy the Qualification Criteria and submit supporting details/ credentials of only such works.*

4.3 Technical presentation

Each short listed Applicant will make a technical presentation which will highlight the proposed concept and solution. The date and time of the presentation will be intimated to official contact person of the Applicant.

5 Proformas

The submissions in Expression of Interest shall include all of the followings:

- Proforma-1 Format for covering letter for Eoi submission

- Proforma-2 Firm details

- Proforma-3 List of similar works completed during the last Five (5) years

- Proforma-4 Declaration by the Applicant

- Proforma-5 Format for financial capability of the Applicant

- Proforma-6 Draft Memorandum of Understanding executed by members of the Consortium/
Joint Venture

- Proforma-7 Format for Power of Attorney to Authorize Signatory

- Proforma-8 Format for Power of Attorney for Lead Member of Consortium/ Joint Venture

5.1 Proforma-1

FORMAT FOR COVERING LETTER FOR EOI SUBMISSION

[On the Letterhead of the Applicant or Lead Member in case of a Consortium]

[Date]

Chief Executive Officer
New Okhla Industrial Development Authority
Main Administrative Building
Sector IV, Noida
Distt. Gautam Buddha Nagar - 201301
Uttar Pradesh, India

Dear Sir,

Ref: EOI to Set-up integrated C4I, Security and Surveillance System in Gautam Buddha Nagar

With reference to your EOI Document dated *****, I/we, having examined the Documents and understood their contents, hereby submit my/our EOI for the aforesaid Project. The EOI is unconditional and unqualified.

- i. We propose to submit our EOI in individual capacity as _____
Or
We propose to submit our EOI as a Consortium comprising of Members as follows:
_____ (Lead Member)
_____ (Consortium Member 1)
_____ (Consortium Member 2)
- ii. All information provided in the EOI and in the Appendices is true and correct and the documents accompanying are in original or true copies of their respective originals, as the case may be.
- iii. This statement is made for the express purpose of qualifying as an Applicant for setting up Integrated C4I, Security and Surveillance System in Gautam Buddha Nagar.
- iv. We shall make available to NOIDA any additional information it may find necessary or require to supplement or authenticate the EOI.
- v. We acknowledge the right of NOIDA to reject our EOI without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- vi. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project nor contract nor have had any contract terminated for breach on our part.

vii. We declare that:

- ▶ We have examined and have no reservations to the EOI Documents, including any Addendum issued by NOIDA.
- ▶ We do not have any conflict of interest in accordance with the EOI document;
- ▶ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any Agreement entered into with NOIDA or any other public sector enterprise or any government, Central or State; and
- ▶ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

viii. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any EOI that you may receive nor to invite the Applicants to submit a Proposal for the Project, without incurring any liability to the Applicants.

ix. We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the eligibility criteria and meet(s) the requirements as specified in the EOI document.

x. We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting an EOI for the Project.

xi. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

xii. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or any of our Associates.

xiii. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.

xiv. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate NOIDA of the same immediately.

xv. We acknowledge that our Consortium would be qualified and short-listed on the basis of technical and/or financial capability of the Lead Member who will own at least 51% equity of the Consortium and technical capability and/or financial capability of those of the Consortium member/s who will own at least 33% of the equity of the Consortium. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the EOI Document in respect of Change in Ownership.

xvi. We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capability was taken into consideration for the purposes of short-listing and qualification under and in accordance with the EOI document/ RFP/ Project Agreement, We shall inform NOIDA forthwith along with all relevant particulars and NOIDA may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. We further acknowledge and agree that in the event such change in control occurs after signing of the Project Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary

contained in the Agreement, be deemed a breach thereof, and the Project Agreement shall be liable to be terminated without NOIDA being liable to us in any manner whatsoever.

- xvii. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NOIDA in connection with the selection of the Applicant, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- xviii. We (including our Consortium Member) hereby certify and confirm that in the preparation and submission of our EOI to Set-up Integrated C4I Security and Surveillance System in Gautam Buddha Nagar, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive. We (including our Consortium Member) further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this EOI.
- xix. We agree and undertake to abide by all the terms and conditions of the EOI Document.
- xx. We submit this EOI under and in accordance with the terms of the EOI Document.

On Behalf of (Name of the Applicant/ Lead Member)

Signature of the Authorized Person

Name:

Designation:

Note: Paragraphs in square parenthesis may be omitted, if not applicable.

5.2 Proforma-2

FIRM DETAILS

- i. Details of the Firm/ Applicant
 - ▶ Name of Firm/ Applicant: _____
 - ▶ Address: _____
 - ▶ Tel No. (with code): _____
 - ▶ Contact person: _____
 - ▶ Name and Designation: _____
 - ▶ Address, Telephone No. and Email address: _____
- ii. Type of Company (Public Limited/ Private Limited) : *[with supporting]*
- iii. Date of incorporation with documentary evidence:
- iv. Registration detail of firm with documentary evidence:
- v. Service tax registration number and copy of the last return filed: *[with supporting]*
- vi. State whether applying as Sole Applicant or Lead Member of a Consortium:
- vii. If the Applicant is Lead Member of a Consortium, state the following for each of the other Member Firms:
 - ▶ Name of the Firm:
 - ▶ Legal Status and country of incorporation:
 - ▶ Registered address and principal place of business:
- viii. Brief description of the firm and organization structure and business.

On Behalf of (Name of the Applicant/ Lead Member)

Signature of the Authorized Person
Name:
Designation:

5.3 Proforma-3

LIST OF SIMILAR WORKS COMPLETED DURING THE LAST FIVE (5) YEARS

[Formats to be filled for each reference experience/ project individually along with verifiable documentary proof]

Refer Clause 4.2.1

Name of the Work & Location	
Client's Name and Complete Address	
Scope of work carried out by the Applicant	
Contract Value (in INR)	
Date of Start	
Date of Completion	
Number of cameras	

Refer Clause 4.2.2

Name of the Work & Location	
Client's Name and Complete Address	
Scope of work carried out by the Applicant	
Contract Value (in INR)	
Date of Start	
Date of Completion	
Total number of ANPR cameras	
Number of ANPR cameras connected to a single command and control center	

Refer Clause 4.2.3

Name of the Work & Location	
Client's Name and Complete Address	
Scope of work carried out by the Applicant	
Contract Value (in INR)	
Date of Start	
Date of Completion	
Turnover from O&M contract	
Average annual turnover from O&M contract	

Refer Clause 4.2.4

Name of the Work & Location	
Client's Name and Complete Address	
Scope of work carried out by the Applicant	
Contract Value (in INR)	
Date of Start	
Date of Completion	
Vendor Details	

Refer Clause 4.2.5

Name of the Work & Location		
Client's Name and Complete Address		
Scope of work carried out by the Applicant		
Sub-systems connected by IP network (yes/ no)	i. Video surveillance systems	
	ii. Fence sensor laser systems for perimeter protection	
	iii. Outdoor Video analytics	
	iv. Intrusion detection systems	
	v. ANPR systems	
	vi. Access Control	
	vii. Intercom or PA	
	viii. CAD/ C4I and AVLS	
	ix. Tetra	
Contract Value (in INR)		
Date of Start		
Date of Completion		

Refer Clause 4.2.6

Name of the Work & Location	
Client's Name and Complete Address	
Scope of work carried out by the Applicant	
Contract Value (in INR)	
Date of Start	
Date of Completion	
Vendor Details	

SEAL AND SIGNATURE OF THE APPLICANT

Note:

- ▶ *In support of having completed above works attach self attested copies of the completion certificate from the owner/ client indicating the name of work, the description of work done by the Applicant, date of start, date of completion (contractual & actual), value of contract as awarded and as executed by the Applicant and value of material supplied free by the client and escalation amount.*
- ▶ *If a work carried out as a Partner in the Joint Venture is included in this Proforma, details of Contract Value should be furnished including information on the extent of Financial participation by the Partner in that work. The proportionate share of the Partner will only be taken into account for assessment of work experience on similar works.*

5.4 Proforma-4

DECLARATION BY THE APPLICANT

[Affidavit on Non-Judicial Stamp Paper of INR 10 duly attested by Notary/ Magistrate]

This is to certify that We, M/s. _____, in submission of this offer confirm that:

We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;

We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

Business has never been banned with us by any Central/ State Government Department/ Public Sector Undertaking or Enterprise of Central/ State Government.

We have submitted all the supporting documents and furnished the relevant details as per prescribed format.

The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.

We hereby declare that all the information and statements made in this EOI are true and accept that any misinterpretation contained in it may lead to our disqualification.

Signature of the Authorized Person

Name:

Designation:

5.5 Proforma-5

FORMAT FOR FINANCIAL CAPABILITY OF THE APPLICANT

Name of Applicant/ Lead Member of Consortium:

Annual Turnover (in INR)

	% equity in the Consortium	2008-2009	2009-10	2010-11
Name of the Applicant/ Lead Member of Consortium				
Name of the Consortium Member, if any				
Average Turnover for 3 years				

Net Worth

Name of Consortium Member	% equity in the Consortium	Net worth (INR in crore) [as at the close of the last FY]
Name of Lead Member		
Name of Consortium Member, if any		
Name of Consortium Member, if any		
Total Net worth of Consortium		

Further, we confirm the Net-worth of [Name of the other Consortium members] whose network has not been considered above for meeting the Financial Capability is not negative as at the end of the financial year 2011.

Date:

Signature of the Authorized Person

Name:

Designation:

[Name and rubber seal of the Applicant/ Lead Member]

Notes:

- ▶ *Net Worth = (Paid up equity + Reserves) - (Revaluation Reserves + Miscellaneous Expenditure not written off and accrued liabilities)*
- ▶ *In case of a Consortium, the Net Worth and Turnover would be a summation of Net Worth and Turnover of the individual members of the Consortium. However, the financial capabilities of members whose equity share in the Consortium is less than 33% (Thirty three per cent) shall not be considered for evaluating the financial capability of the Consortium.*
- ▶ *The Eoi must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Applicant (of each member in case of a Consortium) for the last 3 (three) Financial Years.*
- ▶ *In case the Applicant or the Consortium members are subsidiary companies, the financial documents (audited Balance Sheet and Profit and Loss Account) of the holding company to be provided.*

5.6 Proforma-6

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM/ JOINT VENTURE

[On Non-judicial stamp paper of INR 100 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2011 at [Place] among _____ (hereinafter referred to as "____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as "____") and having office at [Address], as Party of the Second Part and _____ (hereinafter referred to as "____") and having office at [Address], as Party of the Third Part.

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

WHEREAS New Okhla Industrial Development Authority (NOIDA), Government of Uttar Pradesh has issued an Expression of Interest dated [Date] (EoI) from the Applicants interested in Setting-up the Integrated Command, Control, Communication, Computer and Intelligence Operation Centre (C4I), Security and Surveillance System in Gautam Buddha Nagar;

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

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

- i. The Project shall be undertaken by a Special Purpose Company (SPC) which will be incorporated by the Parties in line with the shareholding commitments expressly stated under the EoI, RfP and the Project Agreement. The said SPC shall not undertake any other business during the Project Period.
- ii. The aggregate equity shareholding of the Lead Partner of the Consortium who is M/s _____ in the issued and paid up capital of the SPC shall be minimum of 51% (Fifty-one per cent) equity in the Consortium and shall have majority holding, which shall remain till the commissioning of the Project and thereafter to be minimum 33% (Thirty-three per cent) upto the end of the Project Period
- iii. The aggregate equity shareholding of the other member/s of the Consortium who is M/s _____ in the issued and paid up capital of the SPC shall be minimum of 10% (Ten per cent) in the Consortium, which shall remain till the completion of period of the Project.
- iv. That any dilution in the equity holding by the Parties in the SPC shall be as per the provisions of the EoI/ RfP/ Project Agreement.
- v. That the shareholding commitments shall be recorded in the Project Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the RfP and/ or the Project Agreement.

- vi. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- vii. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
 Party A: _____
 Party B: _____
 Party C: _____

viii. That the minimum equity holding of each Party (in percentage term) in the SPC shall be as below:

Name of the Party	% of equity capital
Party A (Name of the Lead Member)	
Party B	
Party C	

- ix. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Project Agreement.
- x. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- xi. That this MoU shall be governed in accordance with the laws of India and courts in Uttar Pradesh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

(Party of the first part) (Party of the second part) (Party of the third part)

Witness:
 i. _____
 ii. _____

5.7 Proforma-7

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZE SIGNATORY

POWER OF ATTORNEY

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

We, M/s. _____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our Eoi for the Project _____ (name of the Project), including signing and submission of the Eoi, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

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

(Add in the case of a Consortium/Joint Venture)

Our firm is a Member/Lead Member of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2011

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- ▶ *To be executed by all the members individually.*
- ▶ *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

5.8 Proforma-8

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM/ JOINT VENTURE

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

Whereas _____ has invited Eols for _____ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s._____, M/s._____, M/s._____ and M/s._____ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the Eol Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Eol for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s._____ and M/s _____ and M/s_____ hereby designate M/s. _____ being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Eol for the Project, including submission of the Eol, participating in meetings, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

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

Dated this the _____ day of _____ 2011

(signature)

(Name in Block Letter of Executant) *[seal of Company]*

Witness 1

Witness 2

Notes:

- ▶ *To be executed by all the members individually, in case of a Consortium.*
- ▶ *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*