



**REQUEST FOR PROPOSAL (RFP) For  
Appointment of Implementation Agency for Supply,  
Installation and Management of Digital Outdoor Full LED Display  
Panels in**

**Saharanpur City**

Invited by

Saharanpur Smart City Limited  
Saharanpur Nagar Nigam, Gurudwara Road,  
Saharanpur, Uttar Pradesh, India

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## Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by Saharanpur Smart City Limited (henceforth referred to as “**SSCL**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by SSCL in relation to this scope. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Chief Executive Officer, SSCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

Information provided in this tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SSCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein. SSCL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, 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. SSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. SSCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this Tender document does not imply that SSCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and SSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any Proof of Concept (PoC), demonstrations or presentations which may be required by SSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and SSCL 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 for submission of the Bid, regardless of the conduct or outcome of the Selection process.

## Important Dates

S. No.	Activity	Deadline
1	Release of RFP	10/02/2020
2	Last date of receipt of queries on RFP	17/02/2020, 04:00 pm
3	Pre-bid Meeting date	20/02/2020, 03:00 pm at Saharanpur Smart City, Gurudwara Road, Saharanpur
4	Last date for submission of Bids	02/03/2020 by 04:00 pm
5	Date of opening of Technical bids	02/03/2020, 05:00 pm at Saharanpur Smart City, Gurudwara Road, Saharanpur
6	Date for Presentation	To be intimated later
7	Date of opening of Commercial bids	To be intimated later
8	Estimated cost of the project	INR 3,20,00,000 (INR 3.2 crore only)

## Definitions

#	Term	Definition
1.	<b>Agreement/ Contract</b>	The Agreement entered between Authority and the Vendor including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto
2.	<b>Authority</b>	The use of term Authority in the RFP means “Saharanpur Smart City Limited” board/committee
3.	<b>Bidder</b>	The use of the term “Bidder” in the RFP means the Single Service Provider / firm who participate in the bidding process.
4.	<b>Bid/Proposal</b>	Offer by the Bidder to fulfil the requirement of the Client/Authority under the RFP/Contract for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
5.	<b>Breach</b>	A breach by Bidder of any of its obligations under this RFP.
6.	<b>Client</b>	Refers to Saharanpur Smart City Limited (SSCL)
7.	<b>Confidential Information</b>	All information including Departmental data (whether in written, oral, electronic or other Format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this RFP (including without limitation such information received during negotiations, location visits and meetings in connection with this RFP);
8.	<b>e-procurement Portal</b>	The electronic tendering system of the Authority
9.	<b>Intellectual Property Rights</b>	Intellectual property rights include patents, copyright, industrial design rights, trademarks, plant variety rights, trade dress, geographical indications
10.	<b>Month</b>	The Month shall mean calendar month & Week shall mean calendar week
11.	<b>Operating Cost</b>	Operating Cost is the cost incurred by Authority after the implementation of the project
12.	<b>Parties</b>	Authority and Bidder for the purposes of this RFP and “ <b>Party</b> ” shall be interpreted accordingly.



#	Term	Definition
13.	<b>Performance Bank Guarantee</b>	Unconditional guarantee provided by the Bidder from a Nationalized/Scheduled Commercial Bank in favour of the Authority for 5% of the Total Project Cost.
14.	<b>Project Implementation</b>	Project Implementation as per the testing standards and acceptance criteria prescribed by Authority or its nominated agencies;
15.	<b>Request for Proposal/ RFP Document</b>	Written solicitation that conveys to the Bidder, requirements for products/ services that the Authority intends to buy and implement
16.	<b>Service Level</b>	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
17.	<b>Successful Bidder</b>	The bidder who is qualified & successful in the bidding process and is given the award of Contract and will be referred to as Vendor
18.	<b>Operations and Maintenance</b>	Operations and Maintenance services for the infrastructure and other IT and Non-IT infrastructure installed as part of the project after Implementation Phase for a period of 5 years from the date of implementation.

## 1. Introduction

The Ministry of Urban Development, Government of India (GoI) has rolled out Smart City Mission on 25 June, 2015. Saharanpur was selected among 100 cities to be developed as smart city in India due to various achievements, initiatives and all-inclusive approach. Accordingly, Saharanpur city had submitted “Smart City Proposal” (SCP) to Ministry of Urban Development, Government of India with required consent of Uttar Pradesh government and statutory authority of Saharanpur Municipal Corporation.

Saharanpur Smart City Limited (SSCL) now intends to select a Vendor for Supply, Design, Installation and management of Digital Outdoor Full Color LED Display Panels in Saharanpur City.

The Saharanpur Smart City Limited (SSCL) under their PAN City Project, have envisaged Installation of Digital Outdoor Full Color LED Display Panels in Saharanpur City aimed to upgrade the present scenario of advertisement displays in the city and provide modern LED Advertising technology.

### 1.1. About the Project

In this era of ultra-connectivity, there is a growing demand for cities to become safer, more efficient and more innovative. There is a requirement to transform the urban landscape into hyper connected smartscapes that empower communications to fuel peoples neighborhoods, communities and lives. Saharanpur Smart City is committed to work for the benefit of the citizens of Saharanpur with planned implementation of development schemes and is consistently striving to take city to higher levels of progress.

Saharanpur Smart City Limited (SSCL) is envisaged to deploy Smart Digital Outdoor full Colour Display Panels at 11 locations. These information panels will be located at Junctions, recreational areas, local markets and other areas of interest where citizens & tourists footfall are high. The purpose of these Digital Display Panel is to provide information to citizens and tourists, play recreational videos, governmentschemes and messages, provide traffic advisory etc. Every Digital Display Panel will have one display which will be used for digital advertisement without touch screen. All of these Panels will be controlled by Integrated Command & Control Center (ICCC) of Saharanpur, which is being established in Saharanpur Nagar Nigam premises.

The output shall be Supply, Installation & Commissioning of Digital Display Boards and its integration with Command & Control Centre.

Following table illustrates the output which is envisaged post implementation;

#	Modules	Present Situation	Outcome
1	Digital Screen	○ Partial Automation	○ Fully Automation

## **1.2. Project Objective**

The objective of Saharanpur Smart City project is to improve ICT infrastructure, improve quality life of citizens, provide a clean and sustainable environment and improve efficiency and accountability by application of 'Smart' Solutions.

This objective can be established by including a collaborative framework across the city departments, stakeholders and citizens. This project will be monitored and implemented by Saharanpur Smart City Limited (SSCL). The Digital Billboards has to be installed at the prime proposed locations and has to be integrated with the Integrated Command and Control Centre (ICCC) of the SSCL.

Below are the key objectives of this project:

1. To provide digital experience to the citizens
2. Dissemination of emergency and critical information to mass in a fraction of second
3. Leverage the platform to complement the mass notification strategy.
4. To develop a recreational area in city where citizen can go and spend some time

## **1.3. Envisaged Benefits**

ICT projects enable collation of information and collaborative monitoring, thus helping in the analysis of data for quicker decision making. Intelligent operations capability ensures integrated data visualization, real-time collaboration and data analytics that can help different stakeholders in Saharanpur city to prepare for exigencies, coordinate and manage response efforts, and enhance the ongoing efficiency of city operations.

The envisaged benefits of this project are given below:

### **1) Attraction:**

The video images of LED advertising screens can raise a strong visual effect, which attract every passerby to watch & become a single platform to convey a message to mass public at a same time.

### **2) Widens the customer base**

The LED Advertising Screens help the business houses to convey their message to new people and thus widens the customer base. It's very tough for any business to grow if the client base remains same. Therefore, with the help of LED screens, the customer base can be increased.

### **3) Environment-Friendly and Energy Protection**

These screens are environment-friendly with energy conservation features. It can be operated in all weathers. This makes it very versatile to different unpleasant outdoor environments as well.

### **4) Enhance the Audience Interest**

The advertising videos or images displayed by the display screens can be exhibited for maximum number of times every day. This can easily convey your every information to customers and enhance the audience rate of the advertisement.

### **5) Strong Effect Drive**

The LED-advertising screen is top notch video display with tremendous picture, strong innervations and dazzling colors, which have a very strong effect drive. It attracts passersby to turn into a lead or customers.

### **6) Faster Content Updation**

Publishers and advertising operators can update the advertising content anytime. The updating method is not limited by any external conditions. Content & its display time is controlled by the software which is flexible & can be changed as per the requirements.

### **7) Easily Installed Screens**

The LED advertising screens are normally installed in places like traffic signals where many people stop for a few seconds every day. This happens when the advertisement displayed on the screens catches attention because of its strong visual impact. And, further helps in conveying the message on the screen easily

### **8) Multi Display**

The screen can be utilized for multi display , where whole screen is divided into different frames that can be used to display multiple advertisements running parallel along with multimedia content or TV Channel in one single screen.

## 2. Fact Sheet

S. No.	Item	Description
1	Name of the Assignment	Appointment of Implementing Agency for supply, Design, Installation and management of Digital Outdoor Full Color LED Display Panels in Saharanpur City
2	Method of Selection	The Selection of MSI shall be through Least Cost System (LCS)
3	Availability Of RFP Documents	<a href="https://etender.up.nic.in">https://etender.up.nic.in</a>
3	Tender date	10/02/2020
4	Tender Number	5/SSCL/SAHART/428
5	Last date and time for submission of Proposal (Proposal Due Date)	02/03/2020 by 04:00 pm
6	Date, time and Venue of Pre-Bid Meeting	20/02/2020, 03:00 pm at Saharanpur Smart City, Gurudwara Road, Saharanpur
7	Last date for receiving Pre bid queries/clarifications	17/02/2020, 04:00 pm
8	Date , time and venue of opening of Pre-qualification and technical proposals on e-procurement platform	02/03/2020, 05:00 pm at Saharanpur Smart City, Gurudwara Road, Saharanpur
9	Date , time and Venue of opening of financial proposal	To be intimated to the technically qualified bidders at a later date
10	Bid Processing Fee (Non-refundable)	INR 11,800 (INR Eleven Thousand and Eight hundred only) inclusive of taxes payable online only
11	Bid Security / EMD (Refundable)	INR 6,40,000 (INR Six Lakh and forty thousand only) payable online only
12	Performance Bank Guarantee	5% of the total contract value
13	For any enquiries and clarifications, please contact:	B K Singh, Nodal Officer, Saharanpur Smart City Ltd, Saharanpur Nagar Nigam Gurudwara Road, Saharanpur Mobile: 9999245555 Email: smartcitysaharanpur@gmail.com
14	Validity of the Proposal	Bidder proposals shall remain valid for a period of 180 days from last date of submission of Bid.

15	Currency	Currency in which the Bidders may quote the price and will receive payment is Indian Rupees only.
16	Bank Account Details	Bank Name: Punjab National Bank Acc. Holder Name: Saharanpur Smart City Limited Acc. No.: 0294001100000827 IFSC Code: PUNB0047800

**Important Note:** Proposals/Bids submitted without Bid processing fee and Bid Security shall summarily be rejected.

### **3. Instructions to the Bidder**

#### **3.1. Instructions for Online Bid submission**

1. The Bidders shall submit the bids online through the Public Procurement Portal for e Procurement at <https://etender.up.nic.in>.
2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
3. Bidder should register for the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
4. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
5. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
6. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
7. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
8. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
9. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
10. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
11. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder.
  - a. From my tender folder, he may select the tender to view all the details uploaded there.
  - b. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.

- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
- d. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- e. Bidder should submit the Tender Fee/EMD as specified in the tender. The hard copy should be submitted in sealed envelope strictly in person/RPAD/Postal Speed Post addressing to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- f. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- g. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- h. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- i. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
- j. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
- k. If the price bid format is provided in a spreadsheet file like BoQ\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- l. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
- m. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the



- bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
- n. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc, in the e-Tender system. The bidders should follow such time during bid submission.
  - o. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
  - p. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - q. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
  - r. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
  - s. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. For any further queries, the bidders are advised to send a mail to [itofficer.mca@gmail.com](mailto:itofficer.mca@gmail.com).

### **3.2. General**

1. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
2. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the project by the Authority on the basis of this RFP.
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
4. Bids shall be received by the Authority on the e-Procurement portal <https://etender.up.nic.in> before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender being declared a public holiday by the Government of Uttar Pradesh, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this

deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.

5. Telex, cable or facsimile offers will be rejected.

### **3.2.1. Bidder to be Informed**

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications, he shall, before the last date and time for Submission of Pre-Bid Queries and submit them to Authority in writing in order that such doubt may be removed or clarifications are provided.

### **3.2.2. Corrupt and Fraudulent Practices**

- a. 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, Authority shall reject a Bid 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, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- b. Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOI or the Agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. "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 Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be,

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

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “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;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority 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
- v. “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.

### 3.2.3. Conflict of Interest

- a. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.
- b. Authority requires that the bidder provides solutions which at all times hold Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.
- c. Uttar Pradesh government expects Bidders to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

### 3.2.4. Eligible Bidders

Sole Bidder	<ul style="list-style-type: none"> <li>• Must be a company which has the capabilities to deliver the entire scope as mentioned in the RFP</li> <li>• Should be registered under the Companies Act 1956/2013 in India</li> <li>• Should be in operation in India for a period of at least 5 years as on publication of bid</li> </ul>
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### **3.2.5. Disqualification**

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices.
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- c. Bid is received in incomplete form.
- d. Bid is not accompanied by all the requisite documents.
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- f. Financial bid is enclosed with the same document as technical bid.
- g. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- h. Bids without EMD will be disqualified

### **3.2.6. Key Personnel**

Authority has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as "key personnel"). Details of these key positions are provided in Section 3.6.3

#### **3.2.6.1 Initial Composition; Full Time Obligation; Continuity of Personnel**

Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.

In any such case, the Authority's prior written consent would be mandatory.

#### **3.2.6.2 Evaluations**

Bidder shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to Authority of the date of each evaluation of each member of the Key Personnel. Authority shall be entitled to provide inputs to the bidder for each such evaluation. Bidder shall promptly provide the results of each evaluation to Authority, subject to Applicable Law.

### **3.2.6.3 Replacements**

In case any proposed resource resigns, then the Bidder has to inform Authority within one week of such resignation.

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to Authority.

Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide Authority with:

- a) A resume, curriculum vitae and any other information about the candidate that is reasonably requested by Authority; and
- b) An opportunity to interview the candidate.

The bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP

If Authority objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.

The bidder needs to ensure at least 4 weeks of overlap period in such replacements. Authority will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the bidder due to resource replacement.

### **3.2.6.4 High Attrition**

If in the first 6 month period from the Contract Effective Date and in any rolling 12 months period during the Term of contract, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with Authority's prior written consent, Bidder shall:

- a. provide Authority with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Bidder with any departing member of the Key Personnel; and
- b. if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

### **3.2.7. Sub-Contracting**

Sub-contracting shall be permitted, however, the sole responsibility of the work shall lie with the sole bidder. The sole bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

### **3.2.8. Inclusion of MSMEs in Project Delivery**

Bidders should include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. Bidders should earmark a minimum of 20 % of the total contract for procuring goods and services from MSMEs. Activities that can be sub-contracted to MSME/MSE partners are restricted to those defined under Sub-Contracting Clause 3.2.6.

### **3.2.9. Eligible Goods and Services:**

1. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
2. The Bidder shall quote only one specific make and model for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
3. Bidder must quote products in accordance with above clause “Eligible goods and related services.
4. The Goods and Services to be supplied, installed and/or performed by the Bidder conform to the RFP requirements.

### **3.2.10. Right to vary quantity**

1. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be in accordance to the unit prices or other terms and conditions of the Bid and the bidding documents.
2. If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
3. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.
4. During the course of implementation and detailed due diligence it may be required to vary the quantity and location of the units deployed to suit the overall smart city requirements. The vendor should be required to provision and match the requirements of the supply and changes approved. Such escalations/additions may go up to 25% of the specified BOQ.

### **3.2.11. Contents of bidding documents**

Document Set	Name of Document	Content
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One	RFP Document fee & Earnest Money Deposit	a. RFP Document Fee receipt b. Earnest Money Deposit (EMD) receipt
Two	Pre-Qualification Bid	a. Pre-Qualification bid along with the required supporting documents. b. No Deviation Certificate c. Total Responsibility d. Declaration of non-blacklisting
Three	Technical bid	a. Technical Bid: Formats for submission of the Technical Bid along with the required supporting documents
Four	Commercial Bid	Commercial Bid

- Please note that prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
- All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bids.
- All pages of the bid shall be initialed and stamped by the person (or persons) who sign the bid.
- Failure to submit the bid before the submission deadline specified in the Fact Sheet would cause a bid to be rejected.
- Authority will not accept delivery of bid by fax, e-mail or in person and shall only be through web sites as mentioned in the Fact Sheet.

### **3.2.12. Confidentiality**

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

### **3.3. Clarification of Bidding Documents, Pre-Bid Meeting**

#### **3.3.1. Pre-Bid Meetings & Clarifications**

##### **Bidders Queries**

Any clarification regarding the RFP document and any other item related to this project can be submitted to Authority as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted through e-mail in the editable excel sheet format only (Annexure 1), along with covering letter specifying name and details of the organization submitting the queries. No query will be accepted after the last date of receiving queries.



Authority shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Authority.

### **Responses to Pre-Bid Queries and Issue of Corrigendum**

Authority will organize a pre-bid meeting and will respond to any request for clarification or modification of the bidding documents. Authority shall formally respond to the pre-bid queries after the pre-bid meeting. No further clarifications shall be entertained after the date and time of submission of queries.

Bidders must visit the identified location compulsorily before attending Pre-bid meeting, which will be held on the date and venue indicated in the Fact Sheet of this RFP. Only Bidders' representatives are allowed to attend the pre-bid meeting.

Authority shall endeavor to provide timely response to all queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. Authority does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid meeting, shall be made by Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of Authority.

Any corrigendum/notification issued by Authority, subsequent to issue of RFP, shall only be available/hosted on the web portals mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

## **3.4. Preparation of Bids**

### **3.4.1. Cost of Bidding**

1. RFP can be downloaded from the web portals mentioned in the fact sheet.
2. Tender Processing Fee as indicated in the fact sheet. The tender fee shall be non-refundable.
3. Without the payment of tender fee the bids will be considered as incomplete and non-responsive and shall be rejected.

### **3.4.2. Earnest Money Deposit (EMD)**

1. The Bid shall contain EMD amount as per the fact sheet shall be payable online only before the bid submission date. No exemption for submitting the EMD will be given to any agency. EMD/Bid security in any other form will not be entertained. The EMD shall be valid for a period of 180 days from the date of submission of bid and extendable upon request by the Authority. The Bidders shall upload the proof of online payment in the e-portal along with the Technical Bid documents.
2. For Unsuccessful Bidders: The Bid Security of all Unsuccessful Bidders would be returned without interest.



3. For Successful bidders: The Bid Security, for the amount mentioned above, of Successful Bidder would be returned without interest upon submission of Performance Bank Guarantee / additional bank guarantee by the Successful Bidder.
4. The Bidder shall be disqualified from the evaluation process if the prescribed EMD is not submitted (scanned copy as well as the original BG) along with the bid.
5. The Bid Security may be forfeited in any of the following circumstances:
  - If a Bidder withdraws its bid during the period of bid validity; or
  - In the case of a successful Bidder, if s/he fails to submit the Performance Bank Guarantee and/or sign the Contract in accordance with this RFP

### **3.4.3. Taxes**

The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as GST, value added or sales tax, service tax, income taxes, duties, fees, levies etc.) on amounts payable by client under the Agreement. All such taxes must be included by Bidders in the Price Bid.

### **3.4.4. Language of bids**

The bids prepared by the Bidder and all subsequent correspondence and documents relating to the bids exchanged by the Bidder and client shall be written in English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### **3.4.5. Bid Preparation costs**

The Bidder shall bear all costs associated with the preparation and submission of its bid.

### **3.4.6. Bid Prices**

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

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

### **3.4.7. Firm Prices**

Prices quoted in the Bid must be firm and shall not be subject to any modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Price Bid should clearly indicate the price quoted without any ambiguity whatsoever and should include all applicable taxes, duties, fees, levies, and other charges as may be applicable in relation to the activities proposed to be carried out. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

Prices in any form or by any reason before opening the Price Bid should not be revealed, failing which the offer shall be liable for rejection. If price change is inevitable due to any factor external to the bidders, the bidders may be given chance to submit revised Bids in a separate sealed cover. Decisions of the Authority shall be final in this regard.

#### **3.4.7.1. Pre-Qualification Bid Format**

As per section Annexure 2 of this document.

#### **3.4.8. Bid Formats**

Bidder shall prepare compliance documents against each of the serial numbers of the Pre-Qualification Bid format given below in pdf format and these PDF documents shall be uploaded in the web portal as part of Pre-Qualification Bid

##### **3.4.8.1. Technical Bid Format**

Bidder shall prepare compliance documents against each of the serial numbers of the Technical Bid format given in Annexure 3

##### **3.4.8.2. Price Bid Format**

The Bidder must submit the Price Bid as per Annexure 6 of the RFP

#### **3.4.9. Period of validity of bids**

- Bid shall remain valid for the time mentioned in the Fact Sheet.
- On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

The two bids system shall be followed. Technical and Commercial Offers shall be uploaded separately through the e - Procurement portal.

#### **3.5. Submission and opening of bids**

##### **3.5.1. Submission of bid**

Bidders mandatorily need to submit Scanned copy of RFP Fees, EMD, PQ response, Technical Response & Commercial Response through e-Procurement Portal only within the date & time mentioned in the Fact Sheet of this RFP.

##### **3.5.2. Hand written documents, Erasures or Alterations**

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as "OK", "noted", "as given in brochure/manual" is not acceptable and may lead to the disqualification of the Bid.

### **3.5.3. Authentication of Bids**

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign as indicated in Annexure 5.

### **3.5.4. Amendment of the RFP Document**

At any time prior to the submission of bids, Authority for any reason whatsoever, may, modify any element of the RFP Document by issuing a corrigendum. For the sake of interpretation, the content of any corrigenda issued by the Authority shall be read as a part of the original RFP Document. In each instance in which provisions of the Corrigenda contradict or are inconsistent/ inapplicable with the provisions of the RFP, the provisions of the Corrigenda shall prevail and govern, and the contradicted or inconsistent/inapplicable provisions of the RFP shall be deemed amended accordingly.

The Authority may in its sole discretion consider extension of deadlines for submission of the bids, in order to allow prospective bidders reasonable time to take the amendment into account while preparing their bids. All the communications with regards to the clarifications / corrigendum shall be uploaded in the website of client and on e-procurement website.

It shall be the responsibility of the prospective bidder(s) to check the Authority's website and e-procurement portal from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Authority shall not be responsible.

### **3.5.5. Withdrawal, Substitution and Modification of Bids**

1. A Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial) as per the instructions/ procedure mentioned at e-Procurement website
2. Bids withdrawn shall not be opened and processed further.

### **3.5.6. Concessions permissible under statutes**

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Authority, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies client will not take responsibility towards this. However, the Authority may provide necessary assistance, wherever possible, in this regard.

### **3.5.7. Inspection of Site and sufficiency of RFP**

Bidder is expected to work out their own rates based on the detailed description of scope of work, the specifications etc. and should judiciously arrive at the bidding price. The Bidder shall be deemed to have satisfied itself before Bid submission as to correctness and sufficiency of its bid. The rates quoted by bidder shall cover all its obligations under the RFP necessary for proper execution of the project including O&M.

If necessary, before submitting its Bid the Bidder should inspect and examine various sites and its surroundings and shall satisfy itself about form and nature of the Sites (including camera locations), means of access to the Sites, and in general, obtain all necessary

information which may influence or affect Project implementation and operationalization. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

### **3.5.8. Deviations and Exclusions**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 11.7. The bids with deviation(s) are liable for rejection.

### **3.5.9. Total Responsibility**

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in Section 12.8 of Annexure 2.

### **3.5.10. Late Bids**

Late submission will not be entertained and will not be permitted to participate in Bid Process.

The bids submitted by telex/print out/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

Authorities shall not be responsible for any non-receipts/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.

Authority reserves the right to modify and amend any of the above-stipulated condition/criterion.

### **3.5.11. Opening of Bids**

The Bids shall be opened by Authority in presence of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

There will be two bid-opening events:

1. Set 1 (Bid Processing Fess & EMD, Pre-Qualification bid & Technical bid)
2. Set 2 (Price bid)

The venue, date and time for opening the Pre-qualification bid and technical bid are mentioned in the Fact sheet.

The date and time for opening of price bid would be communicated to the qualified bidders. Bids received within the prescribed closing date and time will be opened on the e-procurement platform, on the date, time and at the address mentioned in the RFP Document.

- a. Pre-Qualification & Technical bids of only those Bidders shall be evaluated who have submitted the prescribed Bid Processing fees and EMD.
- b. Price Bid of only those Bidders shall be opened who obtain minimum 60 marks in the technical evaluation.

### 3.6. Evaluation and Comparison of Bids

#### 3.6.1. Pre-Qualification bid evaluation criteria

The bidder must possess the required experience, strength and capability in providing the services necessary to meet the requirements as described in the tender documents. The bidder must also possess the technical know-how and the financial wherewithal that would be required for successfully providing services sought by SSCL, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document.

The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

#	Eligibility Criteria	Document Proof	Name to be given to the PDF file to be uploaded
1.	<p>The Sole Bidder Should be:</p> <ul style="list-style-type: none"> <li>An Indian or International Firm</li> <li>Registered under the Companies Act 1956/2013 in India</li> <li>In operation in India for a period of at least 5 years as on publication of bid</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li><b>For an International Bidder, Bidder will have to register as company under companies Act, 1956/2013 within 6 months of issuing LOI.</b></li> </ul>	<p><b>For Sole Bidder</b></p> <ul style="list-style-type: none"> <li>Copy of Certificate of Incorporation / Registration under Companies Act 1956/2013</li> <li>Memorandum and Articles of Association</li> <li>GST Registration Certificate</li> <li>Copy of purchase orders showing at least 5 years of operations or Certified true copy of relevant extracts of balance sheet and PL statements for last 2 years</li> </ul> <p><b>For an International firm</b></p> <ul style="list-style-type: none"> <li>Bidder has to give an undertaking for registration of company under companies Act, 1956/2013 within 6 months of Issuing LOI</li> </ul>	PQ_1
2.	Sole Bidder should have an average annual turnover of INR 3 Crore for last 3 audited financial years (2018-2019, 2017-2018, 2016-2017).	<p>The Sole Bidder shall submit:</p> <ul style="list-style-type: none"> <li>Audited statement for last 3 financial years of Sole Bidder</li> <li>Certificate from the Statutory auditor / CA</li> </ul>	PQ_2

#	Eligibility Criteria	Document Proof	Name to be given to the PDF file to be uploaded
		clearly specifying the average annual turnover for the specified years	
3.	The sole bidder should have a positive net worth in any one of previous 3 financial years	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed	PQ_3
4.	<p>The Sole Bidder should have satisfactorily completed the following in last five years as on publication of the bid:</p> <ol style="list-style-type: none"> <li>1. At least one similar project of value not less than 2 Crore, OR</li> <li>2. At least two similar project of value not less than 1 Crore each, OR</li> <li>3. At least three similar project of value not less than 70 lakhs each, OR</li> </ol> <p>Similar projects means Supply, installation &amp; commissioning, O&amp;M of Digital Outdoor LED display Screens anywhere in India.</p>	Completion/Ongoing Client Certificate issued & work order/contract signed by the authorized signatory of the client entity on the entity's Letterhead or certificate from Chartered Accountant / Statutory Auditor	PQ_4
5.	<p>The Sole Bidder should have satisfactorily completed the following in last five years as on publication of the bid:</p> <ol style="list-style-type: none"> <li>1. At least one project with supply, installation &amp; commissioning of 10 Digital Outdoor LED display Screen OR</li> <li>2. At least two projects with supply, installation &amp; commissioning of 7</li> </ol>	Completion/Ongoing Client Certificate issued & work order/contract signed by the authorized signatory of the client entity on the entity's Letterhead or certificate from Chartered Accountant / Statutory Auditor	PQ_5

#	Eligibility Criteria	Document Proof	Name to be given to the PDF file to be uploaded
	Digital Outdoor LED display Screen, OR 3. At least three projects with supply, installation & commissioning of 5 Digital Outdoor LED display screen		
6.	Self-declaration by the Sole Bidder duly signed by the authorized signatory confirming they have not been blacklisted by any Central / State Government Department or Central/State Public Sector Units (PSUs), Government (Central / State / PSU/ ULBs/Smart Cities SPV/Multilateral Banks) Organization in India as on the bid submission date in India	Undertaking by the authorized signatory of bidder	PQ_6

**Important Note:**

1. For all the project experience, following documentary evidences are required:
  - Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.
  - Completion Certificate issued & signed by the authorized signatory of the client entity on the entity's Letterhead
  - Citations
2. In case project is on-going a certificate from the Chartered Accountant/Statutory Auditor has to be provided mentioning that 80% of Capex is complete.

**3.6.2. Technical Bid Evaluation Criteria**

The Bidder's technical solution proposed in the Technical Evaluation bid shall be evaluated as per the evaluation criteria.

Section #	Evaluation Criteria	Points
A	Annual Turnover	10
B	Sole Bidder Project Experience	30
C	Approach & Methodology	25
D	Project Presentation/Demonstration	25
E	Certification	05
F	Proposed Resources for the Project	05
Technical Score		100

**Notes:**

- Project citations of only up to one level of sub-contracting will be considered for evaluation.

**Important: Qualification criteria for Technical Evaluation and progression to commercial evaluation stage:**

- Minimum 60% (60 marks) of the overall technical score total

**Note:** Authority (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

The following sections explain how the Bidders shall be evaluated on each of the evaluation criteria:



### 3.6.3. Technical Bid Evaluation Criteria

#	Technical Evaluation Criteria	Technical Evaluation parameter	Points	Name to be given to the PDF file to be uploaded								
A	Annual Turnover	<p>Sole Bidder should have an average annual turnover of INR 3 Crore for last 3 audited financial years (2018-2019, 2017-2018, 2016-2017)</p> <table border="1"> <thead> <tr> <th>Turnover</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;= 5 Cr</td> <td>10</td> </tr> <tr> <td>&gt;= 4 Crore to &lt; 5 Crore</td> <td>9</td> </tr> <tr> <td>&gt;= 3 Crore to &lt; 4 Crore</td> <td>8</td> </tr> </tbody> </table>	Turnover	Marks	>= 5 Cr	10	>= 4 Crore to < 5 Crore	9	>= 3 Crore to < 4 Crore	8	10	TQ_1
Turnover	Marks											
>= 5 Cr	10											
>= 4 Crore to < 5 Crore	9											
>= 3 Crore to < 4 Crore	8											
B	Project Experience	<p>The Bidder should have an experience in execution of installation, commissioning and O&amp;M of Digital Screens in last 5 years anywhere in India.</p> <table border="1"> <thead> <tr> <th>Cost of Project</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt; 2 Cr</td> <td>10</td> </tr> <tr> <td>&gt; 1 Crore to &lt;= 2 Crore</td> <td>9</td> </tr> <tr> <td>&gt; 70 lakhs to &lt;= 1 Crore</td> <td>8</td> </tr> </tbody> </table>	Cost of Project	Marks	> 2 Cr	10	> 1 Crore to <= 2 Crore	9	> 70 lakhs to <= 1 Crore	8	10	TQ_2
Cost of Project	Marks											
> 2 Cr	10											
> 1 Crore to <= 2 Crore	9											
> 70 lakhs to <= 1 Crore	8											
		<p>The bidder should have adequate experience in installation, commissioning and O&amp;M of Digital Screens in last 5 years anywhere in India.</p> <table border="1"> <thead> <tr> <th>Number of Digital Screens Installed</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;= 10</td> <td>10</td> </tr> <tr> <td>&gt;= 7</td> <td>9</td> </tr> <tr> <td>&gt;= 5</td> <td>8</td> </tr> </tbody> </table>	Number of Digital Screens Installed	Marks	>= 10	10	>= 7	9	>= 5	8	10	TQ_3
Number of Digital Screens Installed	Marks											
>= 10	10											
>= 7	9											
>= 5	8											
		<p>The bidder should have adequate experience in integration of digital screens with any of the below mentioned points in the last 5 years anywhere in India.</p> <ul style="list-style-type: none"> <li>• ICCC</li> <li>• ITMS System</li> <li>• SWM System</li> <li>• GIS System</li> <li>• Smart Parking System</li> </ul>	10	TQ_4								

#	Technical Evaluation Criteria	Technical Evaluation parameter	Points	Name to be given to the PDF file to be uploaded
C	Approach & Methodology	<p>Detailed Approach &amp; Methodology comprising of;</p> <ul style="list-style-type: none"> <li>• Understanding of the project and conformity as specified: Functional Requirement and High-level Architecture of the proposed solution as per requirements of the RFP Bidder's exhaustive response to all the requirements of all the RFP</li> <li>• Proposed deployment architecture for designing of digital LED screens meeting the functionalities as given in RFP and Proposed Network Architecture as per the functionalities mentioned in RFP</li> <li>• Proposed security solution to safeguard against various threats including hacking attempts, cyber-crime, internal/ external threats etc.</li> <li>• Proposed solution for design &amp; development of SOPs and KPIs, also please list down all the SOPs &amp; KPIs identified for the solution</li> <li>• Identification of major risks for the projects and also propose suitable mitigation plan for each of identified risks.</li> <li>• Methodology, tools and Technologies to create, monitor &amp; maintain all the SLAs and managing change requests.</li> </ul> <p>Proposed structure for:</p> <ol style="list-style-type: none"> <li>1. Project Strategy</li> <li>2. Project Management</li> <li>3. Risk Management</li> <li>4. Resource Plan</li> <li>5. Project Governance Model</li> </ol>	25	TQ_5
D	Presentation	<p>Technical presentation comprising of following:</p> <ul style="list-style-type: none"> <li>• The Bidder will need to exhibit functional and non-functional requirements through presentation.</li> <li>• The presentation should demonstrate capabilities against the parameters highlighted in Approach &amp; Methodology section (C1)</li> <li>• Proposed Revenue Model</li> <li>• Various Use Cases</li> <li>• Need to demonstrate implementation of all the components which are in the scope of this project</li> </ul>	25	TQ_6

#	Technical Evaluation Criteria	Technical Evaluation parameter	Points	Name to be given to the PDF file to be uploaded								
E	Certification	<p>Sole Bidder should possess relevant ISO Certifications which are valid at the time of bidding:                      ISO 9001:2008 or latest                      OR                      ISO 20000:2011 for IT Service Management or equivalent certification                      OR                      ISO 27001:2013 for Information Security Management or equivalent certification</p> <table border="1"> <thead> <tr> <th>Certificate</th> <th>Marks Allotted</th> </tr> </thead> <tbody> <tr> <td>3 Certifications</td> <td>5</td> </tr> <tr> <td>2 Certifications</td> <td>4</td> </tr> <tr> <td>1 Certification</td> <td>3</td> </tr> </tbody> </table>	Certificate	Marks Allotted	3 Certifications	5	2 Certifications	4	1 Certification	3	5	TQ_7
Certificate	Marks Allotted											
3 Certifications	5											
2 Certifications	4											
1 Certification	3											
F	Project Resource	<p>Each of the following profiles suggested by the bidder will be evaluated:</p> <table border="1"> <thead> <tr> <th>Profile</th> <th>Marks Allotted</th> </tr> </thead> <tbody> <tr> <td>Project Coordinator</td> <td>3</td> </tr> <tr> <td>Digital Screen Expert</td> <td>2</td> </tr> </tbody> </table>	Profile	Marks Allotted	Project Coordinator	3	Digital Screen Expert	2	5	TQ_8		
Profile	Marks Allotted											
Project Coordinator	3											
Digital Screen Expert	2											

### Key Personnel Criteria

<b>Project Coordinator = 3 marks</b>
<p><b>a) Educational Qualification: 1 Marks</b></p> <ul style="list-style-type: none"> <li>MCA/MBA (IT)/M. Tech = 1 Marks</li> <li>BE / B. Tech = 0.5 Marks</li> <li>Else 0</li> </ul> <p><b>b) Work experience in the capacity of Project Coordinator/ Program Manager in Variable Message/Digital Display/Digital Screen projects: 1 Marks</b></p> <ul style="list-style-type: none"> <li>&gt;=5 years = 1 marks</li> <li>&gt;=2 and &lt;5 year = 0.5 Marks</li> <li>Else 0</li> </ul> <p><b>c) Project/Program management Experience in Variable Message/Digital Display/Digital Screen projects: 1 Marks</b></p> <ul style="list-style-type: none"> <li>&gt;= 3 Projects= 1 Marks</li> <li>2 Projects = 0.5 marks</li> <li>Else 0</li> </ul>
<b>Digital Screen Expert = 2 Marks</b>
<p><b>a) Educational Qualification: 0.5 Marks</b></p> <ul style="list-style-type: none"> <li>Bachelor's Degree in Engineering/Instrumentation and Control= 0.5 Marks</li> <li>Else 0</li> </ul>

**b) Work experience as Variable Message Display/Digital Display/Digital Screen Expert:  
0.5 Marks**

- $\geq 5$  years = 0.5 Marks
- $\geq 2$  and  $< 5$  year = 0.3 Marks
- Else 0

**c) Projects Handled as Variable Message Display/Digital Display/Digital Screen Project:  
1 Marks**

- $\geq 3$  Projects = 1 Marks
- 2 Projects = 0.5 Marks
- Else 0

### **3.6.4. Preliminary Examination of Bids**

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)
- c. Found with suppression of details
- d. With incomplete information, subjective, conditional offers and partial offers submitted
- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP
- g. With lesser validity period
- h. EMD not submitted / lesser EMD validity period

### **3.6.5. Clarification on Bids**

During the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered, or permitted. Clarifications shall be obtained only in the pre-historic information like bidders credentials etc.

### **3.6.6. Evaluation Process**

Authority shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

#### **3.6.6.1. Stage 1: Pre-Qualification**

1. Authority shall validate the Set 1 "Bid Processing Fees & Earnest Money Deposit (EMD)".
2. If the contents of the Set 1 are as per requirements, Authority shall evaluate the "Pre-Qualification Bid". Each of the Pre-Qualification condition mentioned in the document is

MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

3. Bidders will be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the EMD amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.
4. Technical and Price bids for those bidders who don't pre-qualify will not be evaluated and opened respectively. Price bid will not be opened for those bidders, who don't qualify the technical evaluation. EMD amount shall be returned for those who don't qualify the financial evaluation stage after Performance Bank Guarantee is submitted by successful bidder.

### **3.6.6.2. Stage 2: Technical Evaluation**

1. "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
2. Authority (or Committee approved by the Authority) will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
3. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in the RFP
4. The Bidders shall make a presentation to the Authority/ Committee appointed by the Authority to supplement their bids which include the following
  - Approach & Methodology including Project Experience
  - Proposed Solutions

### **3.6.6.3. Stage 3: Commercial Evaluation**

- All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- Commercial Bids that are not as per the format provided in the RFP shall be liable for rejection.
- The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately

The Authority or any other government agency shall not have any liability of paying any taxes (including GST) as part of this project. The bidder has to quote their Price duly factoring all these costs.

If there is any discrepancy in the Price Bid, it will be dealt as per the following:

1. If, in the price structure quoted for the required Product and Services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), only the total price/cost as quoted in the table in the Price Bid Format shall prevail.
2. If there is a discrepancy between words and figures, the amount in words shall prevail.

### **3.6.7. Successful bidder evaluation**

The Selection of MSI shall be through two stage Least Cost System (LCS) with the 1st Stage consisting of Prequalification and Technical Criteria evaluation. The minimum qualifying marks for 1st stage would be 60 marks out of 100 marks. 2nd stage would be evaluation of Financial Bid and the Bidder with L1 Bid will be selected based on Total Price (Capex Price + Opex Price)

The bidder with lowest Total Price (Capex Price + Opex Price) will be declared as the winner and will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders have equal Total Price, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.

### **3.6.8. Disqualification**

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- i. During validity of the bid, or its extended period, if any, the bidder changes its quoted prices.
- j. The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- k. Bid is received in incomplete form.
- l. Bid is not accompanied by all the requisite documents.
- m. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- n. Financial bid is enclosed with the same document as technical bid.
- o. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- p. Bids without EMD will be disqualified

### **3.6.9. Non-Conforming bids**

A bid may be considered as a non-conforming bids and ineligible for consideration:

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

### **3.6.10. Compliant Bids/Completeness of Response**

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements of this RFP may render the bid non-compliant and the Bid may be rejected. Bidders must:
  - a. Include all documentation specified in this RFP, in the bid
  - b. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
  - c. Comply with all requirements as set out within this RFP

### **3.6.11. Right to vary the scope of the work at the time of award**

The Authority reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the vendor performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the vendor for adjustment under this Clause must be asserted within thirty (30) days from the date of the vendor's receipt of the client changed order.

#### **3.6.11.1. Bill of Quantities**

The Bill of Quantities will contain the requisite items and their estimated quantities for the project work to be undertaken by the vendor.

#### **3.6.11.2. Changes in the Quantities**

- a. The vendor is bound to execute all the supplemental works that are found essential, incidental and inevitable during execution of project works.
- b. The payment of rates for any supplemental items beyond the quantities estimated in the BoQ will be regulated as under:
  - i. For quantities in excess of the proposed BoQ, the Authority/PMO or any authorized official/agency nominated by the Authority shall validate the requirements and necessity of variations in quantity or extra items after due diligence, based on site conditions and work contingencies.
  - ii. The recommendations of the PMO or any authorized official/ agency nominated by the Authority will be submitted to the Authority for its consideration and necessary approval.
  - iii. For variation in quantities excess or less of the proposed quantity in BoQ, the unit rates quoted by the bidder in his Price Bid under Annexure 6 on mutually agreed terms and conditions shall be applicable.

#### **3.6.12. Rejection criteria**



Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:

#### **3.6.12.1. Extra (New) Items**

- a. Extra items of work shall not vitiate the contract. The reimbursement for extra items shall be validated by the SSCL and cleared by the Authority. The vendor shall be bound to execute extra items of work as directed by the Authority. The rates for extra items shall be worked out based on the unit rates quoted by the Bidder in Price Bid as per mutually agreed terms and conditions.
- b. For new items which are beyond the scope of the BoQ, SSCL authority or any authorized official/ agency shall validate the requirements and necessity of such new/extra items after due diligence, based on site conditions and work contingencies.
- c. The bidder shall submit in writing well in advance at least 14 days before the Authority a statement of extra items if any that they need to initiate during the course of project works.

#### **3.6.12.2. General rejection criteria**

- a) Conditional Bids;
- b) If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the RFP Evaluation Process;
- c) Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- d) Bids received after the prescribed time & date for receipt of bids;
- e) Bids without signature of person (s) duly authorized on required pages of the bid;
- f) Bids without power of attorney/ board resolution or its certified true copy.
- g) Bids received without submission of the prescribed Bid processing fee and EMD.
- h) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- i) In case any bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

#### **3.6.12.3. Pre-Qualification rejection criteria**

- a) Bidders not complying with the Eligibility Criteria given in this RFP;
- b) Revelation of prices in any form or by any reason before opening the Price Bid;
- c) Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in any aspect;

#### **3.6.12.4. Technical rejection criteria**

- a) Technical Bid containing Price details;
- b) Revelation of Prices in any form or by any reason before opening the Price Bid;

- c) Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in any aspect;
- d) Bidders not quoting for the complete scope of work as indicated in the RFP Documents, addendum /corrigendum (if any) and any subsequent information given to the Bidder;
- e) Bidders not complying with the Technical/Functional and General Terms and conditions as stated in the RFP Documents;
- f) The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work of this RFP

#### **3.6.12.5. Price Bid Rejection Criteria**

- a) Incomplete Price Bid;
- b) Price Bids that do not conform to the RFP's Price Bid Format;
- c) If there is an arithmetic discrepancy in the Price Bid calculations the RFP Evaluation Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.

#### **3.6.13. Acceptance/Rejection of Bids**

- a. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.

#### **3.6.14. Right to Terminate the Process**

Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Authority.

### **3.7. Award of Contract**

#### **3.7.1. Notification of Award**

Authority will notify the successful Bidder in writing / e-mail to be confirmed by the Bidder in writing / email.

#### **3.7.2. Notification of contract**

After the notification of award, Authority will issue Letter of Intent (LOI) followed by Work Order (WO). Accordingly, a contract shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of the LOI and WO, the Bidder shall sign and return back a duplicate copy of the Letter of Intent and the Work Order to the Authority or the agency designated by the Authority. The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of PO/LOI.

On receipt of the Performance Bank Guarantee, Authority or the agency designated by Authority shall enter into a contract with the successful bidder. The Service Level Agreement (SLA) is detailed in the RFP. The contract shall include all the Terms and Conditions of the RFP, Corrigendum issued thereof if any and SLA shall be finalized & signed between the Authority and the Successful bidder within 30 working days from the date of issue of Work Order.

#### **3.7.3. Performance Bank Guarantee (PBG)**

The successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority. The PBG shall be from a Nationalized Bank or a Scheduled Bank in the format prescribed in Annexure 4, payable on demand at any of the bank branches in Saharanpur, for the due performance and fulfilment of the contract by the bidder.

**This Performance Bank Guarantee shall be for an amount equivalent to 5% of total financial bid value (as per the financial bid format of the RFP)**

PBG shall be invoked by Authority, in the event the Bidder:

- a. Fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties,
- b. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
- c. Misrepresents facts/information submitted to Authority.

The performance bank guarantee shall be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG

shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

In case the project is delayed beyond the project schedule as mentioned in RFP and all such delays accepted by the Authority, the implementation performance bank guarantee (IPBG) shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Authority, Contract Completion Certificate shall be issued and the IPBG would be returned to the Bidder after the receipt of OPBG and after deducting the penal amount, if any, upon project commencement. OPBG would be returned to the bidder upon completion of O&M of the project in all respect at the end of 5 years plus 60 days after deducting penalties, if any.

#### **3.7.4. Failure to agree with the Terms & Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder or call for new bids at the risk and cost of the successful bidder.

In such a case, Authority shall also invoke the PBG and/or forfeit the EMD.

## 4. Scope of Work

### 4.1. Background

Digital Billboards has become an integral part of smart city implementation as it helps city authorities in various functionalities. SSCL has identified various key locations where Digital Screens shall be installed. It generally helps city authorities to disseminate key information to citizens. These information can vary from key traffic alerts to emergency situations and many others. SSCL has proposed project for implementation of this project under Smart City Mission.

The Service Provider (SI) shall install 11 digital screens at proposed locations which are areas of high importance across city of Saharanpur. These screens will have different characteristics depending upon the location and purpose of installation. Digital board displays are to be controlled by SSCL from the ICCC. The purpose of the screens is to provide the commuters with information & awareness regarding different aspects through running pictorial advertisements.

This can also be used by the authority to disseminate emergency information to the citizens. Apart from this, it can also be a source of revenue to the authority as it is used to publish advertisements & promotions.

### 4.2. Scope of Project

The Scope of work to be covered will include the following, but is not limited to:

1. The SI shall install 11 IP based Digital Screens at 11 proposed locations across city of Saharanpur. These Screens shall have different characteristics depending upon the purpose of installation. The Screen displays are to be controlled through ICCC. The purpose of these screens is to provide public with various information (but not limited to) such as Government policies, programs and events, promotions, information about traffic/congestion conditions and alternate routes/diversions in case of high traffic on roads, emergency alerts etc.
2. Two type of digital screen is required according to locations. For all proposed chowk/junctions standard size digital display will be installed whereas for two locations (Water Body & Paodhoi Riverfront) bigger size digital screen to be installed.
3. The Digital screens to be installed at 9 chowk/junctions will primarily be used for disseminating traffic information, emergency information, Environmental Sensor data, Government Schemes, Government/ULB promotional videos etc.
4. The screens to be installed at Water Body and Paodhoi Riverfront will in addition to all functionalities mentioned in point 4, will also run recreational video, high quality video, Inspirational videos etc.
5. All the 11 IP based Digital Screens will be used for running advertisement from different public/private agencies/vendors
6. The implementation agency shall work out a revenue generating as well as revenue sharing model from the installed Digital Screens



7. To integrate these 11 Digital Screens with the Integrated Command & Control Centre (ICCC) of SSCL.
8. To provide post implementations support of warranty and O&M for a period of 5 years after implementation.
9. Construction of Civil structure to mount the Digital Screens such as Pole and foundation structure and any other requirement for the completeness of the solution. Also getting approvals related to the structural design & drawings of these structures from SSCL.
10. The functional requirements and technical specifications provided in this DPR are indicative and carry guiding rule. The SI is free to offer products and solutions which meet requirements of the RFP focusing on the outcome, future scalability, security, reliability and adherence to specified SLA under this DPR, in line with applicable standards & best practices adopted in the industry. The SI is encouraged to design an Optimized solution which is technically superior, innovative, proven, better in terms of functionality and is cost effective. Any specified parameters mentioned in the scope/technical requirement in the DPR may be considered if it is required for meeting current & future requirements during the contract period. The SI is fully responsible for the specified outcome to be achieved.

### **4.3. Proposed Locations**

The Proposed locations cover major junctions/commercial area of the city having higher footfall. It will display Nigam's General information which will help to reduce footfalls in Nigam's office and help citizens to save their time and will boost Citizen's satisfaction level.

Based on the analysis of site survey, following locations are found feasible for installment of digital screens.

#### **4.3.1. Installation of (3.0m length X 1.5m height X 0.2m depth) Digital Screens**

##### **1. Civil Hospital**



## 2. Ghanta Ghar Chowk Junction



## 3. Fountain Chowk Junction





#### 4. Nehru Market Chowk Junction

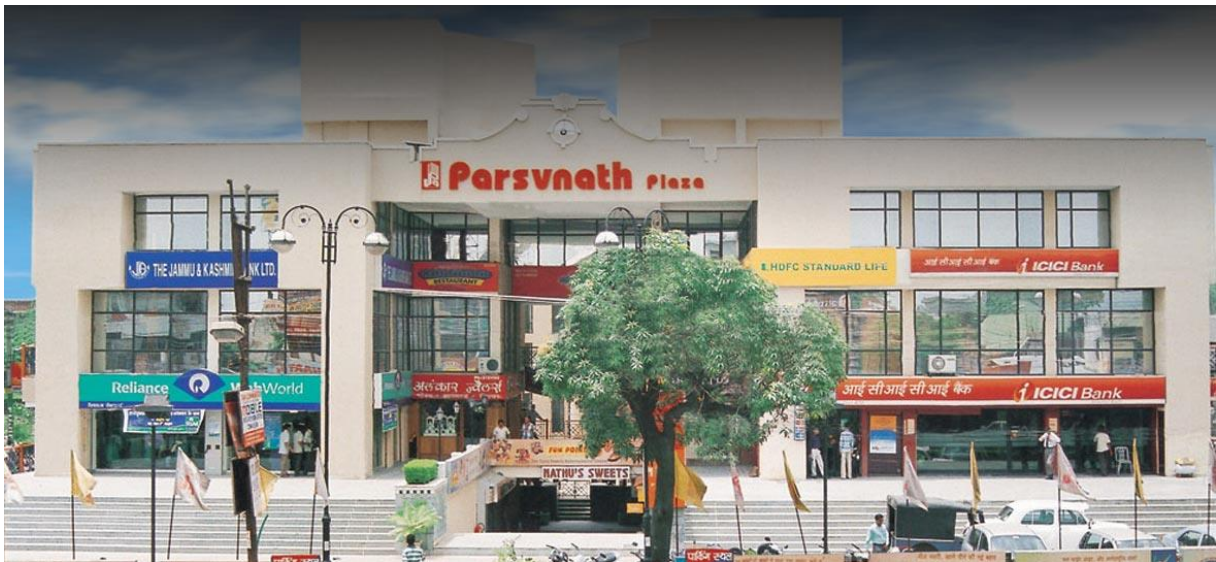


#### 5. Railway Station Chowk Junction





## 6. Parsvnath Plaza



## 7. DM Office, Collectorate, Delhi Road





## 8. GNG Mall, Delhi Road



## 9. Court Road Bridge



### 4.3.2. Installation of (3.8 m length X 2.9 m height) Digital Screens

#### 1. Water Body, Delhi Road



#### 2. Paodhoi River Front



#### 4.4. Integration with other smart components

The Digital Screens should be integrated with Integrated Command and Control Centre. Digital Screens to be viewed, monitor and controlled through ICCC. Also, Digital Screens should also be integrated with various Smart Components such as Integrated Traffic Management System, Emergency Management System, SWM, Environmental Sensors, Surveillance System, Government Departments such as Saharanpur Nagar Nigam etc.

The broad scope of work to be covered under Integration Phase will include the following, but is not limited to

S. No.	Departments/Systems	Minimum Integration Requirements	Relevant Use Case (Not limited to this list)
1)	Integrated Traffic Management System	<ul style="list-style-type: none"> <li>• Intergradation with ATCS, RLVD application</li> </ul>	<ul style="list-style-type: none"> <li>• Display Traffic Status</li> <li>• Display traffic advisory</li> <li>• Display status of congested roads</li> <li>• Display the roads to be avoided and to be taken</li> </ul>
2)	Environmental Sensor	<ul style="list-style-type: none"> <li>• Integration with Environmental Sensor application</li> </ul>	<ul style="list-style-type: none"> <li>• Display of different Air Pollution, Noise Pollution parameters</li> <li>• AQI display</li> </ul>
3)	Emergency System	<ul style="list-style-type: none"> <li>• ICCC</li> </ul>	<ul style="list-style-type: none"> <li>• Display of name of area affected to any emergency (Such as Fire, Flood, Vandalism, Riot, etc.)</li> <li>• Advisory in case of public congregation, Political roadshows, Political rallies</li> </ul>
4)	Government Departments	<ul style="list-style-type: none"> <li>• Integration with E-Gov application</li> </ul>	<ul style="list-style-type: none"> <li>• Running various National, State and ULB level schemes and initiatives</li> <li>• Running various promotional videos</li> <li>• Running various awareness videos</li> </ul>
5)	Private Add Agencies	<ul style="list-style-type: none"> <li>• Advertisement Departments</li> </ul>	<ul style="list-style-type: none"> <li>• Private advertisements according to defined slots</li> </ul>



#### 4.5. Use Cases Envisaged for Display at Digital Screens

Below section mentions an illustrative list of use cases which will be run in the Digital Screens. The use cases mentioned are minimum and Implementation Agency is encouraged to propose other relevant use cases which can be displayed

##### 4.5.1. Use cases for Digital Screens to be installed at Chowk/Junctions (3.0m length X 1.5m height X 0.2m depth)

S. No.	Departments /Systems	Relevant Use Case (Not limited to this list)
1)	Integrated Traffic Management System	<ul style="list-style-type: none"> <li>• Display Traffic Status</li> <li>• Display traffic advisory</li> <li>• Display status of congested roads</li> <li>• Display the roads to be avoided and to be taken</li> </ul>
2)	Environmental Sensor	<ul style="list-style-type: none"> <li>• Display of different Air Pollution, Noise Pollution parameters</li> <li>• AQI display</li> </ul>
3)	Emergency System	<ul style="list-style-type: none"> <li>• Display of name of area affected to any emergency (Such as Fire, Flood, Vandalism, Riot, etc.)</li> <li>• Advisory in case of public congregation, Political roadshows, Political rallies</li> </ul>
4)	Government Departments	<ul style="list-style-type: none"> <li>• Running various National, State and ULB level schemes and initiatives</li> <li>• Running various promotional videos</li> <li>• Running various awareness videos</li> </ul>
5)	Private Add Agencies	<ul style="list-style-type: none"> <li>• Private advertisements according to defined slots</li> </ul>

##### 4.5.2. Use cases for Digital Screens at recreational location (3.8 m length X 2.8 m height)

S. No.	Departments /Systems	Relevant Use Case (Not limited to this list)
1)	Integrated Traffic Management System	<ul style="list-style-type: none"> <li>• Display Traffic Status</li> <li>• Display traffic advisory</li> <li>• Display status of congested roads</li> <li>• Display the roads to be avoided and to be taken</li> </ul>
2)	Environmental Sensor	<ul style="list-style-type: none"> <li>• Display of different Air Pollution, Noise Pollution parameters</li> <li>• AQI display</li> </ul>
3)	Emergency System	<ul style="list-style-type: none"> <li>• Display of name of area affected to any emergency (Such as Fire, Flood, Vandalism, Riot, etc.)</li> <li>• Advisory in case of public congregation, Political roadshows, Political rallies</li> </ul>

S. No.	Departments /Systems	Relevant Use Case (Not limited to this list)
4)	Government Departments	<ul style="list-style-type: none"> <li>• Running various National, State and ULB level schemes and initiatives</li> <li>• Running various promotional videos</li> <li>• Running various awareness videos</li> </ul>
5)	Private Add Agencies	<ul style="list-style-type: none"> <li>• Private advertisements according to defined slots</li> </ul>
6)	Live Events	<ul style="list-style-type: none"> <li>• Display of live events happening in National, State or Local Level</li> <li>• Few Example of National Event                             <ul style="list-style-type: none"> <li>a. Republic Day Parade</li> <li>b. Independence Day Flag Hoisting</li> <li>c. National Sporting events, etc</li> </ul> </li> <li>• Few Example of State or Local Event                             <ul style="list-style-type: none"> <li>a. Local Mega Events</li> <li>b. Mela</li> <li>c. Etc.</li> </ul> </li> </ul>

#### 4.6. Operation & Maintenance

As part of its scope of work, the Selected Bidder needs to provide 5 years of Post Implementation Operational & Maintenance Support. Under O&M, the Selected Bidder will perform the following tasks but not limited to;

- Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.
- Performance tuning of the system to ensure adherence to SLAs and performance requirements as indicated in the RFP.
- Selected Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.
- Selected Bidder should carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software.
- The Selected Bidder shall provide from time to time the Updates /Upgrades / New releases /New versions / Patches / Bug fixes of the software, operating systems, etc. as required. The Selected Bidder should provide free Updates / Upgrades / New releases / New versions / Patches / Bug fixes of the software.
- Maintenance of the physical infrastructure of the Digital Displays

#### 4.7. Resource deployment

- The bidder shall deploy technical staff (Project Coordinator, Digital Display Expert), as per the requirement during the execution of works
- The bidder shall employ a VMD Expert during the O&M period after the execution of works.



## 5. Minimum specifications and functionalities

The items and specifications given in this RFP are indicative. The bidder is required to propose systems and infrastructure that meet the requirement and objective of SSCL.

### 5.1. Digital Screens to be installed at Chowk/Junctions (3.0m length X 1.5m height X 0.2m depth)

#### 5.1.1. Technical Specifications

#	Parameter	Minimum Specifications
1.	<b>Make</b>	
2.	<b>Model</b>	
3.	<b>Dimensions</b>	Minimum 3.0m length X 1.5m height X 0.2m depth. (3000mm x 1500mm X 200mm approx.)
4.	<b>Colour LED</b>	Full Colour, class designation C2 as per IRC/EN 12966 standard
5.	<b>Luminance Class/Ratio</b>	L3 as per IRC/EN 12966 standards.
6.	<b>Luminance Control &amp; auto Diming</b>	
a.	Should be automatically provide different luminance levels but shall also be controllable from the traffic centre using software.	
b.	Should have auto dimming capability to adjust to ambient light level (sensor based automatic control)	
c.	Photoelectric sensor shall be positioned at the Display front and Display rear to measure ambient light. Capable of being continually exposed to direct sunlight without impairment of performance.	
7.	<b>Contrast Ratio</b>	R3 as per IRC/EN 12966 standard
8.	<b>Beam Width</b>	B6 as per IRC/EN 12966 standards.
9.	<b>Pixel Pitch</b>	12mm or better
10.	<b>Picture Display</b>	
d.	At least 300mm as per IRC /EN 12966 standards	
e.	Full Matrix: Number of lines & characters adjustable, active area: 2.88mX1.2m atleast	



#	Parameter	Minimum Specifications
f.	Synchronized Dot to Dot display.	
a.	Capable of displaying real time message generated by ICCC.	
b.	Special frontal design to avoid reflection.	
c.	Display shall be UV resistant	
<b>11.</b>	<b>Viewing Angle</b>	B6 as per IRC/EN12966 standard- Viewing angle shall ensure message readability for motorists in all lanes of the approach road
<b>12.</b>	<b>Viewing Distance</b>	Suitable for readability from 150 Mtrs. or more at the character size of 240mm, from moving vehicles.
<b>13.</b>	<b>Self-Test</b>	
a.	Screen shall have self-test diagnostic feature to test for correct operation.	
b.	Display driver boards shall test the status of all display cells in the Display board even when diodes are not illuminated.	
c.	All periodic self-test results shall be relayed to the ICCC in real time to update the status of the Display Screen	
<b>14.</b>	<b>Alarms</b>	
a.	Door Open sensor to Inform Control room during unauthorized access	
b.	LED Pixel failure detection alarm	
<b>15.</b>	<b>Flicker</b>	Refresh Frequency should not be less 90 Hz. No visible flicker to naked eye.
<b>16.</b>	<b>Multiple Data Communication interface/port</b>	RJ45, Ethernet, RS485/RS232 or any other suitable (FC if required depends on the connectivity offered)
<b>17.</b>	<b>Communication (connectivity)</b>	Wired & GPRS based wireless technology with 3G upgradable to 4G capability.
<b>18.</b>	<b>Ambient Operating Temperature</b>	The system should be capable of working in ambient temperature as per Saharanpur weather conditions.
<b>19.</b>	<b>Humidity (RH)</b>	Operating ambient humidity should be as per Saharanpur weather conditions

#	Parameter	Minimum Specifications
20.	<b>Protection against Pollution/dust/ water</b>	Complete Digital Screen should be of IP 65 protection level from front and IP54 from side and rear. As per EN60529 or equivalent Standard.
21.	<b>Power</b>	
a.		Preferably 170-250VAC (more than 90% power factor) or DC as per equipment requirement.
b.		Protection for overvoltage/ fluctuation/drop of the nominal voltage (50%) shall be incorporated.
c.		The enclosure shall contain at least two 15 Amp VAC (industrial grade) outlet socket for maintenance purpose.
22.	<b>Power Back-up &amp; its enclosure</b>	Should have UPS provisioning as per SLA requirements. The enclosure of UPS and battery should be pole mountable with IP 65 protected housing and lockable.
23.	<b>Material for VMD frame</b>	Preferably at least 2mm aluminum or Non-corrosive, water resistant or better. Frame of the screen should be black & Powder coated.
24.	<b>Mounting, Installation and finishes</b>	
a.		Mounting structure shall use minimum 6Mtrs. High Cylindrical GI Pole (Class B) or suitable structure with 5.5 mtr. Minimum vertical clearance under the display screen from the Road surface.
b.		The mounting shall be capable of withstanding roadside vibrations at site of installation.
c.		It shall be provided with suitable walkway for maintenance access.
d.		The sides interior and rear of enclosures shall be provided in maintenance free natural aluminium finish. All enclosure shall be flat and wipe clean.
e.		Rugged locking mechanism should be provided for the onsite enclosures and cabinets.
f.		For Structural safety, the successful bidder has to provide structural safety certificate from qualified structural engineers approved/ certified by Govt. Agency.
25.	<b>Wind Load</b>	As per the city requirement
26.	<b>Cabling, connections and Labelling.</b>	

#	Parameter	Minimum Specifications
a.		All cable conductors shall be of ISI marked for quality and safety. It shall be of copper insulated, securely fastened, grouped, wherever possible, using tie warps approximately every 10-20 Cms or cable trays.
b.		All connections shall be vibration-proof quick release connections except for power cables terminating in terminal blocks, which shall be screwed down.
c.		All terminal block shall be made from self-extinguishing materials. Terminations shall be logically grouped by function and terminals carrying power shall be segregated from control signal terminals.
d.		All cables shall be clearly labelled with indelible indication that can clearly be identified by maintenance personnel using "As built: drawings".
e.		Lightening arrester shall be installed for safety on each screen.
f.		The successful bidder has to provide safety certificate from qualified Electrical engineers approved/certified by Govt. Agency.
27.	<b>Local Storage in digital screen</b>	Embedded screen controller should be capable to store atleast 100 symbols/pictograms to allow display to run in isolated mode on a predefined structures/timing, in case of connectivity failure.

### 5.1.2. Functional Requirements

#	Minimum Specifications
<b>1</b>	<b>Make</b>
<b>2</b>	<b>Model</b>
<b>3</b>	<b>System Requirements</b>
a.	The screen should be able to display parameters of environmental sensors and also emergency related data
b.	The system should be capable to display warnings, traffic advice, route guidance and emergency messages to motorists from the ICCC in real time.
c.	Along with above use cases (a, b), the screen should display atleast the uses cases mentioned in the section 4.5.1
d.	The system should also be capable to display warnings, traffic advice, route guidance and emergency messages to motorist by using local PC/Laptops.
e.	For running private advertisement, message or warning the implementation agency to coordinate with SSCL or any agency hired by SSCL to provide the information to run in the Digital Screens

#	Minimum Specifications
f.	The screen should display text and graphic messages using Light Emitting Diode (LED) arrays.
g.	The System should able to display failure status of any LED at ICCC.
h.	The System should support Display characters in true type fonts and adjustable based on the Operating system requirement.
i.	The screen workstation at the ICCC should communicate with the screen controller through the network. It should send out command data to the screen controller and to confirm normal operation of the signboard. In return, the screen workstation should receive status data from the screen controller.
j.	Screen controllers should continuously monitor the operation of the screen via the provided communication network.
k.	Operating status of the variable message display should be checked periodically from the ICCC
l.	It shall be capable of setting an individual screen or group of screens to display either one of the pre-set messages or symbols entered into the computer via the control computer keyboard or by another means.
m.	It shall be capable of being programmed to display an individual message to a screen or a group of screens at a pre-set date and time.
n.	A sequence of a minimum of 10 messages/pictures/ pre-decided sign or group of signs shall be possible to assign for individual screen or group of screens.
o.	It shall also store information about the time log of message displayed on each screen. The information stored shall contain the identification number of the screen, content of the message, date and time at which displayed message/picture starts and ends.
p.	The central control computer shall perform regular tests (pre-set basis) for each individual screen. Data communication shall be provided with sufficient security check to avoid unauthorized access.
<b>4</b>	<b>Digital Screen Displays application</b>
a.	Central Control Software allows controlling multiple screens from one console.
b.	Capable of programming to display all types of Message/ advertisement having alphanumeric character in English, Hindi, (any other language asked by SSCL) and combination of text with pictograms signs. The system should have feature to manage video / still content for digital screens.  The system should have capability to divide display screens into multi-parts to display diverse form of information like video, text, still images, advertisements, weather info, city info etc. The system should also provide airtime management and billing system for paid content management

#	Minimum Specifications
c.	Capable of controlling and displaying messages on screen boards as individual/group.
d.	Capable of controlling and displaying multiple font types with flexible size and picture sizes suitable as per the size of the screen.
e.	Capable of controlling brightness & contrast through software.
f.	Capable to continuously monitor the operation of the Display board, implemented control commands and communicate information to the ICCC via communication network.
g.	Real-time log facility – log file documenting the actual sequence of display to be available at central control system.
h.	Multilevel event log with time & date stamp.
i.	Access to system only after the authentication and acceptance of authentication based on hardware dongle with its log.
j.	Location of each screen will be plotted on GIS Map with their functioning status which can be automatically updated.
k.	Report generation facility for individual/group/all screens with date and time which includes summary of messages, dynamic changes, fault/repair report and system accessed logs, link breakage logs, down time reports or any other customized report.
l.	Configurable scheduler on date/day of week basis for transmitting pre-programmed message to any screen unit.
m.	Various users should access the system using single sign on and should be role based. Different roles which could be defined (to be finalized at the stage of SRS) could be Administrator, Supervisor, Officer, Operator, etc.
n.	Apart from role-based access, the system should also be able to define access based on location.
o.	Rights to different modules / Sub-Modules / Functionalities should be role based and proper log report should be maintained by the system for such access
p.	Components of the architecture should provide redundancy and ensure that there are no single points of failure in the key project components. To take care of remote failure, the systems need to be configured to mask and recover with minimum outage.
q.	The architecture should adopt an end-to-end security model that protects data and the infrastructure from malicious attacks, theft, natural disasters etc. provisions for security of field equipment as well as protection of the software system from hackers and other threats shall be a part of the proposed system. Using Firewalls and Intrusion detection systems such attacks and theft shall be controlled and well supported (and implemented) with the security policy. The virus and worms

#	Minimum Specifications
	attacks shall be well defended with Gateway level Anti-virus system, along with workstation level Anti-virus mechanism. There shall also be an endeavour to make use of the SSL/VPN technologies to have secured communication between Applications and its end users. Furthermore, all the system logs shall be properly stored & archived for future analysis and forensics whenever desired.
r.	Ease of configuration, ongoing health monitoring, and failure detection are vital to the goals of scalability, availability, and security and should be able to match the growth of the environment.
s.	System shall use open standards and protocols to the extent possible
t.	Facility to export reports to excel and PDF formats.
<b>5.</b>	<b>Remote Monitoring</b>
a.	All Screens shall be connected/configured to ICCC for remote monitoring through network for two-way communication between screen and control Room to check system failure, power failure & link breakage.
b.	Remote Diagnostics to allow identifying failure up to the level of failed individual LED.
6.	In the event of central server failure, each of the SMART display boards should be individually capable of continuous & uninterrupted display of real time traffic & other information as per last configuration thereby ensuring continuous operation

## 5.2 Digital Screens to be installed at Parks & Recreational Areas (3.8 m length X 2.9 m height)

### 5.2.1 Technical Specifications

#### 5.2.1.1 Digital Display (3.8 m length X 2.9 m height)

#	Parameter	Minimum Specifications
1.	<b>Make</b>	
2.	<b>Model</b>	
3.	<b>Dimensions</b>	Minimum 3.8 m length X 2.9 m height. (12.5 feet x 9.5 feet or higher)
4.	<b>Colour LED</b>	Full Colour, class designation C2 as per IRC/EN 12966 standard

#	Parameter	Minimum Specifications
5.	<b>Luminance Class/Ratio</b>	L3 as per IRC/EN 12966 standards.
6.	<b>Luminance Control &amp; auto Diming</b>	
a.	Should be automatically provide different luminance levels but shall also be controllable from the traffic centre using software.	
b.	Should have auto dimming capability to adjust to ambient light level (sensor based automatic control)	
c.	Photoelectric sensor shall be positioned at the Display front and Display rear to measure ambient light. Capable of being continually exposed to direct sunlight without impairment of performance.	
7.	<b>Contrast Ratio</b>	R3 as per IRC/EN 12966 standard
8.	<b>Beam Width</b>	B6 as per IRC/EN12966 standards.
9.	<b>Pixel Pitch</b>	10 mm $\pm$ 5% or better
10.	<b>LED Configuration</b>	R/G/B 3 in 1 SMD
11.	<b>Pixel Density</b>	Minimum 10,000 per sqm $\pm$ 10%
12.	<b>Picture Display</b>	
d.	At least 300mm as per IRC /EN 12966 standards	
e.	Full Matrix: Number of lines & characters adjustable, active area: 2.88mX1.2m atleast	
f.	Synchronized Dot to Dot display.	
d.	Capable of displaying real time message /videos generated by ICC.	
e.	Special frontal design to avoid reflection.	
f.	Display shall be UV resistant	
13.	<b>Mounting Height</b>	Minimum 10 feet height of Display Screen from ground level
14.	<b>Viewing Angle</b>	B6 as per IRC/EN12966 standard- Viewing angle shall ensure proper readability and viewability

#	Parameter	Minimum Specifications
15.	<b>Viewing Distance</b>	10 – 60 metres
16.	<b>Self-Test</b>	
a.	Screen shall have self-test diagnostic feature to test for correct operation.	
b.	Display driver boards shall test the status of all display cells in the Display board even when diodes are not illuminated.	
c.	All periodic self-test results shall be relayed to the ICCC in real time to update the status of the Display Screen	
17.	<b>Alarms</b>	
a.	Door Open sensor to Inform Control room during unauthorized access	
b.	LED Pixel failure detection alarm	
18.	<b>Flicker</b>	Refresh Frequency should not be less 90 Hz. No visible flicker to naked eye.
19.	<b>Multiple Data Communication interface/port</b>	RJ45, Ethernet, RS485/RS232 or any other suitable (FC if required depends on the connectivity offered)
20.	<b>Communication (connectivity)</b>	Wired & GPRS based wireless technology with 3G upgradable to 4G capability.
21.	<b>Ambient Operating Temperature</b>	The system should be capable of working in ambient temperature as per Saharanpur weather conditions.
22.	<b>Humidity (RH)</b>	Operating ambient humidity should be as per Saharanpur weather conditions
23.	<b>Protection against Pollution/dust/ water</b>	Complete Digital Screen should be of IP 65 protection level from front and IP54 from side and rear. As per EN60529 or equivalent Standard.
24.	<b>Power</b>	
a.	Preferably 170-250V AC (more than 90% power factor) or DC as per equipment requirement	
b.	Protection for overvoltage/ fluctuation/drop of the nominal voltage (50%) shall be incorporated.	



#	Parameter	Minimum Specifications
c.		The enclosure shall contain at least two 15 Amp VAC (industrial grade) outlet socket for maintenance purpose.
25.	<b>Power Back-up &amp; its enclosure</b>	Should have UPS provisioning as per SLA requirements. The enclosure of UPS and battery should be pole mountable with IP 65 protected housing and lockable.
26.	<b>Material for Digital Screen frame</b>	Preferably at least 2mm aluminum or Non-corrosive, water resistant or better. Frame of the screen should be black & Powder coated.
27.	<b>Mounting, Installation and finishes</b>	
a.		Mounting structure shall use Cylindrical GI Pole (Class B)
b.		The mounting shall be capable of withstanding roadside vibrations at site of installation.
c.		It shall be provided with suitable walkway for maintenance access.
d.		The sides interior and rear of enclosures shall be provided in maintenance free natural aluminium finish. All enclosure shall be flat and wipe clean.
e.		Rugged locking mechanism should be provided for the onsite enclosures and cabinets.
f.		For Structural safety, the successful bidder has to provide structural safety certificate from qualified structural engineers approved/ certified by Govt. Agency.
28.	<b>Wind Load</b>	As per the city requirement
29.	<b>Cabling, connections and Labelling.</b>	
a.		All cable conductors shall be of ISI marked for quality and safety. It shall be of copper insulated, securely fastened, grouped, wherever possible, using tie warps approximately every 10-20 Cms or cable trays.
b.		All connections shall be vibration-proof quick release connections except for power cables terminating in terminal blocks, which shall be screwed down.
c.		All terminal block shall be made from self-extinguishing materials. Terminations shall be logically grouped by function and terminals carrying power shall be segregated from control signal terminals.
d.		All cables shall be clearly labelled with indelible indication that can clearly be identified by maintenance personnel using "As built : drawings".

#	Parameter	Minimum Specifications
e.		Lightening arrester shall be installed for safety on each screen.
f.		The successful bidder has to provide safety certificate from qualified Electrical engineers approved/certified by Govt. Agency.
30.	<b>Local Storage in digital screen</b>	Embedded screen controller should be capable to store atleast 100 symbols/pictograms to allow display to run in isolated mode on a predefined structures/timing, in case of connectivity failure.

### 5.2.1.2 Outdoor Speakers

#	Parameter	Minimum Specifications
1.	<b>Make</b>	
2.	<b>Model</b>	
3.	<b>Type</b>	It should be Weather resistant IP56 rating Outdoor
4.	<b>Frequency Range (-10 db)</b>	80 Hz - 20 kHz
5.	<b>Frequency Response (± 3 db)</b>	100 Hz - 20 kHz
6.	<b>Transducer</b>	LF: 8 inch woofer with Kevlar-reinforced 2 inch voice coil HF: 1 inch exit compression driver, high temperature, polymer diaphragm, patent design, fluid cooling."
7.	<b>Long Term System Power Rating</b>	250 W 2 hrs. 200 W 100 hrs
8.	<b>Coverage Pattern</b>	120° x 120° broadband pattern
9.	<b>Sensitivity</b>	94 dB or better

### 5.2.1.3 Content Manager Specification

#	Parameter	Minimum Specifications
1.	<b>Make</b>	
2.	<b>Model</b>	

#	Parameter	Minimum Specifications
3.	<b>Signage &amp; Content Manager (Software)</b>	Of reputed manufacturers
4.	<b>License Support</b>	The license of the software should support management of 50 video walls
5.	<b>Content Designer</b>	Multiple screen formats, unlimited number of screen layouts, Variable transparency for content and layout zones, Independent background audio capability, drag and drop screen layout and playlist design
6.	<b>Playlist Automation</b>	Flexible Scheduling
7.	<b>Content Distribution</b>	Scalable, simultaneous publishing
8.	<b>Content Management</b>	Design simplified and branded Ad Hoc user interfaces, Instant messaging to a single player or a group of players, uploading of dynamic tables
9.	<b>Content interaction</b>	XML API for integration with external systems, GPIO for bidirectional control
10.	<b>Monitoring &amp; Reporting</b>	Provide alarm conditions like overheating, loss of time sync., provision of standard tabular report for a group of players, show current status of individual players, map view of player status

### 5.2.2 Functional Requirements

#	Minimum Specifications
1	<b>Make</b>
2	<b>Model</b>
3	<b>System Requirements</b>
a.	The system should be run high quality videos, live videos, live events, promotional videos.
b.	The screen should be able to display parameters of environmental sensors and also emergency related data
c.	The system should be capable to display warnings, traffic advice, route guidance and emergency messages to motorists from the ICCC in real time.

#	Minimum Specifications
d.	Along with above use cases (a, b, c), the screen should display atleast the uses cases mentioned in the section 4.5.2
e.	The system should also be capable to display warnings, traffic advice, route guidance and emergency messages to motorist by using local PC/Laptops.
f.	For running live videos, private advertisement, message or warning the implementation agency to coordinate with SSCL or any agency hired by SSCL to provide the information to run in the Digital Screens
g.	The screen should display text and graphic messages using Light Emitting Diode (LED) arrays.
h.	The System should able to display failure status of any LED at ICCC.
i.	The System should support Display characters in true type fonts and adjustable based on the Operating system requirement.
j.	The screen workstation at the ICCC should communicate with the screen controller through the network. It should send out command data to the screen controller and to confirm normal operation of the signboard. In return, the screen workstation should receive status data from the screen controller.
k.	Screen controllers should continuously monitor the operation of the screen via the provided communication network.
l.	Operating status of the variable message display should be checked periodically from the ICCC
m.	It shall be capable of setting an individual screen or group of screens to display either one of the pre-set messages or symbols entered into the computer via the control computer keyboard or by another means.
n.	It shall be capable of being programmed to display an individual message to a screen or a group of screens at a pre-set date and time.
o.	A sequence of a minimum of 10 messages/pictures/ pre-decided sign or group of signs shall be possible to assign for individual screen or group of screens.
p.	It shall also store information about the time log of message displayed on each screen. The information stored shall contain the identification number of the screen, content of the message, date and time at which displayed message/picture starts and ends.
q.	The central control computer shall perform regular tests (pre-set basis) for each individual screen. Data communication shall be provided with sufficient security check to avoid unauthorized access.
<b>4</b>	<b>Digital Screen Displays Application</b>
u.	Central Control Software allows controlling multiple screens from one console.

#	Minimum Specifications
v.	<p>Capable of programming to display all types of Message/ advertisement having alphanumeric character in English, Hindi, (any other language asked by SSCL) and combination of text with pictograms signs. The system should have feature to manage video / still content for digital screens.</p> <p>The system should have capability to divide display screens into multi-parts to display diverse form of information like video, text, still images, advertisements, weather info, city info etc. The system should also provide airtime management and billing system for paid content management</p>
w.	<p>Capable of controlling and displaying messages on screen boards as individual/group.</p>
x.	<p>Capable of controlling and displaying multiple font types with flexible size and picture sizes suitable as per the size of the screen.</p>
y.	<p>Capable of controlling brightness &amp; contrast through software.</p>
z.	<p>Capable to continuously monitor the operation of the Display board, implemented control commands and communicate information to the ICCC via communication network.</p>
aa.	<p>Real-time log facility – log file documenting the actual sequence of display to be available at central control system.</p>
bb.	<p>Multilevel event log with time &amp; date stamp.</p>
cc.	<p>Access to system only after the authentication and acceptance of authentication based on hardware dongle with its log.</p>
dd.	<p>Location of each screen will be plotted on GIS Map with their functioning status which can be automatically updated.</p>
ee.	<p>Report generation facility for individual/group/all screens with date and time which includes summary of messages, dynamic changes, fault/repair report and system accessed logs, link breakage logs, down time reports or any other customized report.</p>
ff.	<p>Configurable scheduler on date/day of week basis for transmitting pre-programmed message to any screen unit.</p>
gg.	<p>Various users should access the system using single sign on and should be role based. Different roles which could be defined (to be finalized at the stage of SRS) could be Administrator, Supervisor, Officer, Operator, etc.</p>
hh.	<p>Apart from role-based access, the system should also be able to define access based on location.</p>
ii.	<p>Rights to different modules / Sub-Modules / Functionalities should be role based and proper log report should be maintained by the system for such access</p>
jj.	<p>Components of the architecture should provide redundancy and ensure that there are no single points of failure in the key project components. To take care of remote</p>

#	Minimum Specifications
	failure, the systems need to be configured to mask and recover with minimum outage.
kk.	The architecture should adopt an end-to-end security model that protects data and the infrastructure from malicious attacks, theft, natural disasters etc. provisions for security of field equipment as well as protection of the software system from hackers and other threats shall be a part of the proposed system. Using Firewalls and Intrusion detection systems such attacks and theft shall be controlled and well supported (and implemented) with the security policy. The virus and worms attacks shall be well defended with Gateway level Anti-virus system, along with workstation level Anti-virus mechanism. There shall also be an endeavour to make use of the SSL/VPN technologies to have secured communication between Applications and its end users. Furthermore, all the system logs shall be properly stored & archived for future analysis and forensics whenever desired.
ll.	Ease of configuration, ongoing health monitoring, and failure detection are vital to the goals of scalability, availability, and security and should be able to match the growth of the environment.
mm.	System shall use open standards and protocols to the extent possible
nn.	Facility to export reports to excel and PDF formats.
<b>5.</b>	<b>Remote Monitoring</b>
a.	All Screens shall be connected/configured to ICCC for remote monitoring through network for two way communication between screen and control Room to check system failure, power failure & link breakage.
b.	Remote Diagnostics to allow identifying failure up to the level of failed individual LED.
6.	In the event of central server failure, each of the SMART display boards should be individually capable of continuous & uninterrupted display of real time traffic & other information as per last configuration thereby ensuring continuous operation

## 6. Proposed Bill of Material

Financials involved in the project can be categorized into – CAPEX (Capital Cost) & OPEX (operation & Maintenance period Cost). Below mentioned BoQ and specifications are indicative, the bidder is required to assess the on-ground situation post selection and prepare a detailed BoQ and submit to SSCL for approval.

CAPEX			
Sr No	BoM Line Item	Unit	Quantity
1	Digital Screen board including Controller size 3000mm*1500mm*200 mm (minimum) with complete hardware and accessories as required + Mounting structure for screen (as per site requirement & IRC guidelines) including UPS facility as per specifications	Nos	9
2	Outdoor Digital Screen including Outdoor Speakers, Controller, having size 3.8 mtr. x 2.9 mtr. with complete hardware and accessories as required + Mounting structure for screen (as per site requirement & IRC guidelines) including UPS facility as per specifications	Nos	2
2	Civil work & Installation Charges	Nos	11
3	Server cost at ICCC	lot	1
4	Content Management Software	lot	1
OPEX			
Sr No	BoM Line Item	Unit	Quantity
1	Operation & Maintenance Charges	Nos	11
2	Electricity Charges	Nos	11
	Project Coordinator	Man Month	32
3	Digital Screen Expert	Man month	62

## 7. Contract terms and conditions

### 6.1 Definitions of terms

In this RFP, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:

- 1.1. **“Acceptance of System”** means the System, including the hardware, software, solution or any Deliverable accepted or deemed to have been accepted by the Authority, subsequent to its installation, rollout and deployment of trained manpower, when all the activities as defined in Scope of Work have been successfully executed and completed to the satisfaction of Authority and the Authority has given its acceptance by signing the Acceptance Certificate.
- 1.2. **“Acceptance Certificate”**- means that document/certificate issued by the Authority signifying acceptance of a hardware, software, solution, or any other Deliverable pursuant to the successful completion of the Acceptance Test of the System;
- 1.3. **“Acceptance Test” or “User Acceptance Test”** – means the test, standard procedure, trial runs to be conducted by the selected bidder as per this RFP or as per Contract in relation to the Works.
- 1.4. **“Affiliate(s)”** means, with respect to any Person, any other Person, directly or indirectly controlled by, controlling or under common control with such Person. For purposes of this Agreement, the term “control” means the power to direct the management and policies of a Person, whether through the ownership of voting securities, by agreement or otherwise. An Affiliate shall remain an Affiliate only as long as such control exists.
- 1.5. **“Agreement”** means this Service Agreement including the Annexures hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;
- 1.6. **“Applicable Law(s)”** means all laws in force and effect as of the date hereof and/or laws which may be promulgated or brought into force and effect after the date of execution of the Agreement and includes any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, injunctions, by-laws, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant Party and all judgments, decrees, injunctions, and orders of any court, tribunal or any quasi-judicial authority, as may be in force and effect during the subsistence of the Project;
- 1.7. **“Applicable Permits” / “Approvals”** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions under or pursuant to any of the Applicable Laws or from any Government Agency or third party, required to be obtained and/or maintained by the selected bidder in order to implement the Project and for undertaking, performing or discharging the obligations contemplated under the Agreement, including but not limited to clearances required for importing equipment, exemption of tax/duties/levies/work permits/clearances for selected bidder/ selected bidder’s Team;



- 1.8. **“Approved Plan”** shall mean the approval given by the Authority to the plan submitted by the selected bidder for executing the Works under the Contract.
- 1.9. **“Authority”/ “SSCL”** means the Saharanpur Smart City Limited. The Project shall be executed in Saharanpur and shall be owned by Saharanpur Smart City Limited.
- 1.10. **“Bank Guarantee”** means an irrevocable and unconditional bank guarantee payable on demand and issued by a bank in favor of the Authority and furnished by the selected bidder for guaranteeing the due performance of its obligations under the Agreement;
- 1.11. **“Bid”** means the documents in their entirety comprised in the bid submitted by the Bidder in response to this Tender
- 1.12. **“Bidder”** shall mean Person, or organization submitting the proposal in response to this RFP;
- 1.13. **“Business Day”** means the working day in the city of Saharanpur.
- 1.14. **“Confidential Information”** means all information including any information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and information and data which is proprietary to SSCL and which is disclosed to or otherwise learned by selected bidder in the course of or in connection with the Contract but does not include information (i) which is available lawfully in the public domain; (ii) publicly known through no fault of the selected bidder; (iii) already known to the selected bidder from someone other than the Authority who is not bound by confidentiality restrictions; or (iv) independently developed by the selected bidder without access to or use of the Confidential Information disclosed.
- 1.15. **“Contract”** means the contract entered into by the Parties for executing and implementing the Works/Project as envisaged in the present RFP and includes (a) the complete RFP document and Corrigendum and addendum, (b) selected bidder/selected bidder’s offer, (c) letter of acceptance or letter of award or letter of intent issued by the Authority, (d) the acceptance of letter of award from selected bidder, I notice to proceed with the Work, and (f) any other document listed in the Contract data;
- 1.16. **“Contract Value”** means the amount quoted by the selected bidder in its commercial Bid and which has been duly accepted by SSCL for the full and proper performance of its obligations under the Contract;
- 1.17. **“Deliverable(s)”** shall mean all of the equipment, sub-systems, hardware, software, products accessories, software, source code, documentation, reports and/or other material/items which selected bidder is required to supply, install and maintain under the scope of the contract.
- 1.18. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents /records as contemplated as per Information Technology Act 2000 and the rules framed under the said Act;

- 1.19. **“Effective Date”** means the date on which the Contract is signed or letter of intent is issued by Authority, whichever is earlier and executed by the Parties hereto. If the Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- 1.20. **“Fixes”** means product fixes that are either released generally (such as commercial product service packs) or that are provided to selected bidder or their Subcontractor when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.
- 1.21. **“Goods”** means all of the equipment, sub-systems, hardware, software, products accessories, components, software and/or other material/items and includes their user manuals, technical manuals, operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related) and all its modifications which selected bidder is required to supply, install and maintain under the Contract;
- 1.22. **“Good Industry Practice”** means the practices, methods, techniques, designs, standards, skills, diligence, procedure, efficiency, reliability and prudence which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in activities of a similar scope and complexity to those that are the subject of the Contract and as envisaged under this RFP and under the same or similar circumstances, where such contractor is seeking to comply with its contractual obligations and all Applicable Laws and regulatory requirements. It would include good engineering practices in the design, engineering, construction and project management and acting generally in accordance with the provisions of this RFP and would include which would be expected to result in the performance of its obligations by the selected bidder in accordance with the Contract, this RFP, Applicable Laws and Applicable Permits in reliable, safe, environment protected, economical and efficient manner;
- 1.23. **“Go- Live”** means installation, testing, commissioning of Project, and commencement of all components, including training as per Scope of Work mentioned in the Contract or this RFP. The selected bidder should have the approval from Authority for carrying out User Acceptance Test.;
- 1.24. **“Government Instrumentality” / “Government Agency”/ “Government Authority”** means any department, division or sub-division of the Government of India or the Uttar Pradesh Government or any other State Government, including but not limited to the Saharanpur Municipal Corporation, Saharanpur Development Authority, Saharanpur Smart City Limited, as may be applicable, including any commission, board, body, bureau, authority, agency, instrumentality, court or other judicial or quasi-judicial or administrative body, at central, state or local level, or municipal and other local authority or statutory body including Panchayat under the control of the Government of India or the Uttar Pradesh Government, as the case may be, and having jurisdiction over the selected bidder, selected bidder’s Sub Contractor the Project or any portion thereof or the performance of all or any of the Services or obligations of the selected bidder or bidder’s Sub Contractor under or pursuant to this RFP or under the Contract;

- 1.25. **“Intellectual Property Rights”** means all rights pertaining to patent, trademarks, copyrights, trade secrets, service marks, logos, brands, trade names, internet domain names, formulae, designs, software (whether in object code or source code), know-how, processes, techniques, methods, technical data, databases, proprietary information, utility models, rights in know-how and other intellectual property rights, whether existing as of the Effective Date or arising thereafter, and all of the goodwill associated with the use of, and symbolized by, any of the foregoing, all rights of indemnification with respect to any of the foregoing, the right to prosecute and sue for past, present and future infringements, dilutions, violations or misappropriations with respect to any of the foregoing, all rights corresponding to any of the foregoing throughout the world, and all proceeds of any the foregoing, including licenses, royalties and proceeds of suit, and any right to any of the foregoing granted under any License.
- 1.26. **“Key Personnel”** means employees of selected bidder whether employed directly on rolls of selected bidder or engaged indirectly, providing services to selected bidder through a contractor and the key personnel of selected bidder as defined in RFP resource requirement.
- 1.27. **“Milestone” or “Project Timeline(s)”**: means the stipulated time period fixed under the Contract or under the RFP for completion of Works or part of the Works by the selected bidder.
- 1.28. **“Bidder/Selected Bidder”** shall mean the selected bidder (Person, organization) who is selected by the Authority at the end of the RFP process for execution of the Project and shall be deemed to include the selected bidder’s successors, agent(s), agency, representatives (approved by SSCL), heirs, Affiliates, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.
- 1.29. **“Selected Bidder’s Team”** means the team established/formed by selected bidder for executing the Works under the present RFP and the Contract and shall include any and/or all of the employees of selected bidder, agent(s), agency, authorized service providers/partners and representatives or other Personnel employed or engaged either directly or indirectly by selected bidder for the purposes of the Contract;
- 1.30. **“Notice”** means a written notice, consent, approval or other communication required to be sent to the parties under the Contract;
- 1.31. **“OEM”** means the original equipment manufacturer of any equipment/system/software/product who is/are providing such Goods to the Authority under the scope of this RFP or the Contract;
- 1.32. **“O & M”**: shall mean operation and maintenance.
- 1.33. **“Person”** includes any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Governmental Authority or Government Agency or any other legal entity;
- 1.34. **“Performance Bank Guarantee”/“PBG”** means performance bank guarantee as defined in the RFP.

- 1.35. **“Project”** means the project of implementation of Installation of Outdoor LED display panels in Saharanpur City by the selected bidder or by its Sub Contractor(s) in pursuance of the terms and conditions of this RFP/Contract.
- 1.36. **“Project Location(s)”** shall mean the location(s)/ site(s) where the Works are to be executed by the selected bidder.
- 1.37. **“Project Manager” / “Authority’s Representative”** shall mean the person appointed by the Authority for supervising and managing the affairs in relation to the Project.
- 1.38. **“Project Report(s)”** shall mean the report(s) or the updates to be submitted by the selected bidder in relation to the Works at regular intervals;
- 1.39. **“Project Team”** means the selected bidder’s Key Personnel, team members or any other person duly authorized by the Authority for the execution of the Works and the Project.
- 1.40. **“Project Plan” or “Plan” or “Revised Plan” or “Work Plan” or “Program of Work(s)”**: means the plan/ schedule, methodology, design documents, specifications, or any other document submitted by the selected bidder to the Authority for executing the Works under the Contract or for the fulfillment of its various obligations under the Contract.
- 1.41. **“Replacement Service Provider”** means the organization or agency replacing selected bidder or its Sub Contractor in case of termination of the Contract for any reasons whatsoever;
- 1.42. **“RFP”** means this Request for Proposal for the selection of selected bidder for implementation of the Project;
- 1.43. **“Scope of Work”** shall have the meaning as set forth in this RFP;
- 1.44. **“Service Levels”**: shall mean the level of service to be provided/rendered by selected bidder for executing/completing the Works and for meeting it’s various obligations under the Contract and shall include the meaning set forth in this RFP;
- 1.45. **“Service(s)” or “Activity” or “Activities”** : shall means the Works/Services to be carried out or rendered by the selected bidder and or its Sub Contractor pursuant to this RFP and the Contract or any other specific assignment awarded by the Authority to selected bidder
- 1.46. **“Service Specifications”** shall mean the specifications as set out in this RFP;
- 1.47. **“Steering Committee” or “High Powered Committee” or “Project Information Committee”** shall mean a committee formed to supervise/monitor the work of the Project Management Committee and also the Project Manager. It shall consist of number of members and shall act as the appellate body over the decision rendered by the Project Management Committee;
- 1.48. **“Sub-Contractor”** shall mean the entity or agency working on behalf of selected bidder and who is named in the Contract for any part of the Scope of Work or any Person to whom any part of the Contract has been sublet with the consent in writing by the Authority and shall include the heirs, legal representatives, successors and assignees of such Person;

- 1.49. **“Work(s)” or “Program of Work(s)”** means the entire work or a part of it to be undertaken by selected bidder for implementation of the project as envisaged in the present RFP and the Contract together with all Annexures, Schedules, referenced documents and all amendments, corrigendum, addendums and changes thereto.

## **6.2 Interpretation**

**In this RFP unless a contrary intention is evident:**

- a) “Party” shall mean selected bidder or SSCL individually and “Parties” shall mean selected bidder and SSCL collectively;
- b) the clause headings are for convenient reference only and do not form part of the Contract;
- c) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- d) the word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- e) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of the Contract including any amendments or modifications to the same from time to time;
- f) a word in the singular includes the plural and a word in the plural includes the singular;
- g) a word importing a gender includes any other gender;
- h) a reference to a person includes a partnership and a body corporate;
- i) a reference to legislation includes legislation repealing, replacing or amending that legislation;
- j) Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- k) In the event of an inconsistency between the terms of the Contract and the RFP and the Bid, the terms of the RFP shall prevail.
- l) In case there is a contradiction between the clauses mentioned in the RFP, the below hierarchy of clauses in order of precedence shall be applicable:
  - i. Pre-bid clarification and Corrigendum, if any
  - ii. Contract conditions as mentioned in RFP
  - iii. Scope of work and BOQ as given in RFP
  - iv. Annexures of RFP
  - v. RFP Instruction to bidders

## **6.3 Conditions Precedent**

- a) The payment and other obligations of SSCL under the Contract shall take effect upon fulfillment of the following conditions precedent by selected bidder:
  - i. Furnishing by selected bidder, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank and in a form and manner which is acceptable to the Authority, which would remain valid until such time as stipulated by the Authority (as per the format shared in this RFP);

- ii. Obtaining of all statutory Approvals and Permits required for the performance of the Services under the Contract; this may include Approvals/clearances, wherever applicable, that may be required for execution of the Contract e.g. clearances from Government authorities for importing equipment, exemption of tax/duties/levies, work permits/clearances for Bidder/Bidder's team, etc.
  - iii. Furnishing by selected bidder, the notarized copies of any/all contract(s) duly executed by selected bidder and its OEMs existing at the time of signing of the Contract in relation to the Project. Failure to do so within stipulated time of signing of Contract would attract penalty
  - iv. Furnishing of such other documents by selected bidder as the Authority may specify/demand.
- b) The Authority reserves the right to waive any or all of the conditions specified above in writing and no such waiver shall affect or impair any right, power or remedy that the Authority may otherwise have.
- c) In the event that any of the conditions set forth hereinabove are not fulfilled within 1(one) month from the date of the Contract, or such later date as may be mutually agreed upon by the Parties, the Authority may terminate the Contract and upon such termination, The selected bidder shall have no right to claim any damages from the Authority on such account.

#### **6.4 Scope of work**

- a) The Scope of the Work under the Contract shall be as defined in RFP and Annexures thereto of the said RFP.
- b) The Authority has engaged selected bidder to provide services related to implementation of LED Advertising solution at Saharanpur City. The selected bidder with prior written approval of the Authority would have the right to appoint a Sub Contractor for subcontracting any part of the Works/Services to such nominated Subcontractor. The Sub Contractor to be appointed and the subcontract shall be in a form and manner acceptable to the Authority. The Subcontractor shall fully abide by the terms and conditions of the Contract. It is a fundamental term of the Contract that appointment of a Sub Contractor would not absolve selected bidder of any obligations to be performed by the Sub Contractor under the Contract, and selected bidder shall be responsible for all acts of the Sub Contractor and indemnify the Authority for losses, damages, claims suffered by the Authority due to any acts of omission and commission by the Sub Contractor while performing its obligations under the subcontract.
- c) In addition to the scope of work given in this RFP, Authority may require selected bidder to provide such Goods, Products, Services and support as the Authority may deem fit and proper and necessary, during the Term of the Contract, and may include all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and the Contract and are deemed necessary by the Authority, in order to meet its business requirements related to the Project.

## **6.5 Key Performance Measurements**

- a) Unless specified by the Authority to the contrary, selected bidder shall deliver the Goods, perform the Services and carry out the Scope of Work in accordance with the terms of the RFP and the Contract.
- b) If the Contract, Scheduled Requirements, Service Specification includes more than one Document, then unless the Authority specifies to the contrary, the later in time shall prevail over a Document of earlier date to the extent of any inconsistency.
- c) The Authority may propose to amend any of the terms and conditions in relation to the Contract/Service Specifications which shall be amended in consensus and mutual consent of selected bidder and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements and if such directions are resulting in extra time/fund requirement on part of bidder; accordingly Authority shall by way of issuing a change request or otherwise extend the timelines and/or increase the price.

## **6.6 Commencement and Progress**

- a) Subject to the fulfillment of the Conditions Precedent under Clause 7.3 above, selected bidder shall commence the performance of its obligations in a manner as per the Scope of Work specified under Clause 7.4.
- b) The selected bidder shall proceed to carry out the Activities/Services with diligence and efficiently in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the Contract.
- c) The selected bidder shall be responsible for and shall ensure that all Activities/Services are performed in accordance with the Contract, Scope of Work, Scheduled Requirements and Service Specifications and that selected bidder's Team complies with such Service Specifications and all other standards, terms and other stipulations/conditions set out in this RFP and or the Contract.

## **6.7 Standards of Performance**

- a) The selected bidder shall perform the Activities/Services and carry out its obligations under the Contract with due diligence and in accordance with Good Industry Practices. The selected bidder shall employ appropriate advanced technology and engineering practices, shall maintain high safety standards, safe and effective equipment, machinery, material and methods and shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's interests in any dealings with third parties.

## **6.8 Approvals and Required Consents**

- a) The Authority shall extend all necessary support to selected bidder to obtain, maintain and observe all Applicable Permits/Approvals as may be necessary for selected bidder to fulfill all its obligations under the Contract and/or for providing Goods and Services to the Authority. The costs of such Applicable Permits/Approvals shall be solely borne by the selected bidder. Authority shall provide all reasonable co-operation, support and information available with it for obtaining such Approvals.

- b) In the event, despite the support provided by the Authority, the Applicable Permit/Approval could not be obtained by selected bidder, selected bidder and the Authority shall discuss and co-operate with one another for achieving a reasonable alternative arrangement at the earliest, so that there is minimal disruption of Work or business operations, until such Approval(s) is/are obtained. However, if for any reason, no alternative arrangement could be achieved, Parties shall mutually decide the further course of action, however, until then, selected bidder shall not be relieved of its obligations to provide the Services and to achieve the Service Levels.

## **6.9 Selected bidder's Obligations**

- a) The selected bidder's obligations shall include performance of all the Services as specified in the Scope of Work defined in this RFP and also under the other clauses of the RFP, the Contract and any amendments/changes thereof to enable the Authority to meet the objectives and operational requirements in the Contract. It shall be The selected bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of its Bid, the RFP and the Contract. In addition to the aforementioned, selected bidder shall provide Services to manage and maintain the said system and infrastructure as mentioned in RFP.
- b) The selected bidder shall ensure that the Services are performed through the efforts of the selected bidder's Team/Key Personnel and are in accordance with the terms hereof and to the satisfaction of the Authority. Nothing in this RFP or the Contract will relieve selected bidder from its liabilities or obligations under the RFP or the Contract to provide the Services in accordance with the Authority's directions and requirements and as stated in the Contract and the Bid to the extent acceptable by the Authority and selected bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.
- c) The selected bidder shall be fully responsible for deployment/installation/development and integration of all the software and hardware components and for resolving any problems/issues that may arise due to integration of components.
- d) In addition to the aforementioned, selected bidder shall provide Services to manage and maintain the said system and infrastructure as mentioned in this RFP.

## **6.10 Selection of selected bidder's Key Personnel:**

- a) The selected bidder shall ensure that selected bidder's Team/Key Personnel is/are competent, professional and possesses the requisite qualifications, skills and experience appropriate to the task they are required to perform under the Contract.
- b) The Authority reserves the right to interview and reject, if found unsuitable, the Key Personnel proposed by selected bidder that shall be deployed as part of the Project team.
- c) The selected bidder shall submit profiles of only those Key Personnel who are to be deployed on the Project.



### **6.11 Changes in Selected bidder's Key Personnel:**

- a) The Authority reserves the right to require changes in Selected bidder's Key Personnel, which shall be communicated to selected bidder.
- b) With the prior approval of the Authority, selected bidder may make additions to the Project team. Selected bidder shall provide the Authority with the resume of the proposed Key Personnel and provide such other information as the Authority may reasonably require.
- c) In case of change in Selected bidder's Key Personnel/team members, for any reason whatsoever, selected bidder shall also ensure that the exiting team members are replaced with at least equally qualified and professionally competent members.
- d) In case of change in its team members and for ensuring a smooth transition between an outgoing team member with a new team member, selected bidder shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.

### **6.12 Exit of Selected bidder's Key Personnel:**

- a) The selected bidder shall ensure that none of the Key Personnel and manpower exit from the Project during the first 6 (six) months of the beginning of the Project. In cases where such exit is unavoidable, selected bidder shall replace such Key Personnel and manpower with a suitable replacement with prior written approval from the Authority. In case the Authority is not satisfied with the replacement provided, selected bidder shall have to compensate the Authority by paying a compensation of INR 2 lacs per such replacement

### **6.13 Services provided by OEMs:**

- a) The selected bidder shall ensure that the OEMs supply all Goods, including associated accessories and software required for the execution of the Works and shall support selected bidder in the installation, commissioning, integration and maintenance of these components during the entire period of Contract.
- b) The selected bidder shall ensure that in case the COTS solution is supplied by the OEMs, OEM shall support selected bidder in the installation/deployment, integration, roll-out and maintenance of the software applications during the entire period of Contract. It must clearly be understood by selected bidder that warranty and O & M of the System, Products and Services incorporated as part of System would commence from the day of Go-Live of the respective phase including all the solutions proposed.
- c) The selected bidder would be required to explicitly display that it/they have a back to back arrangement for provisioning of warranty/O&M support till the end of Contract period with the relevant OEMs. The annual maintenance support shall include patches and updates of the software, hardware components and other devices.

### **6.14 Software, Licenses obtained by selected bidder**

- a) All the software licenses that selected bidder proposes to obtain or use for the purposes of fulfilling its various obligations under the Contract have to be genuine and

should be perpetual in nature. The software licenses shall not be pirated or restricted based on location and the Authority should have the flexibility to use them for other requirements if necessary. All Applicable Permits/Approvals/software licenses shall be obtained by selected bidder in the name of Authority only unless the Authority expressly agrees to give its consent in writing to do otherwise.

- b) All the OEMs that selected bidder proposes should have dealer possession licenses.
- c) The Authority reserves the right to review the terms of the warranty and annual maintenance agreements entered into between selected bidder and OEMs and no such agreement/contract shall be executed, terminated and/ or amended / varied to the detriment of the Authority, without the prior written consent of the Authority. An executed copy of each of such agreements/contracts and any amendments thereto shall, immediately upon execution be submitted by selected bidder to the Authority
- d) The selected bidder shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM at the time of submission of Bid. If the OEM declares any of the products/solutions end-of-sale subsequently, the selected bidder shall ensure that the same is supported by the respective OEM for Contract period.
- e) If a product is de-supported by the OEM for any reason whatsoever, from the date of Acceptance of System till the end of Contract, selected bidder shall replace the products/solutions with an alternate that is acceptable to the Authority at no additional cost to the Authority and without causing any performance degradation.
- f) The selected bidder shall ensure that the OEMs provide the support and assistance to selected bidder in case of any problems/issues arising due to integration of components supplied by it with any other component(s)/product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, selected bidder shall replace the required component(s) with an equivalent or better substitute that is acceptable to Authority without any additional cost to the Authority and without impacting the performance of the solution in any manner whatsoever.
- g) The selected bidder shall ensure that the OEMs shall provide for all hardware servers/equipment supply and/or installation of all types, updates, patches, fixes and/or bug fixes for the firmware or software from time to time at no additional cost to the Authority.
- h) The selected bidder shall ensure that the OEMs for hardware servers/equipment or Bidder's trained engineers conduct the preventive maintenance on a quarterly basis and break-fix maintenance in accordance with the Good Industry Practices. The selected bidder shall ensure that the documentation and training services associated with the components shall be provided by the OEM partner or OEM's certified training partner without any additional cost to the Authority.
- i) The selected bidder and their Personnel/ representative shall not alter/change/replace any hardware component proprietary to the Authority and/or under warranty or during operation and maintenance of third party without prior consent of the Authority.

### **6.15 Powers of Selected bidder's representative(s)/Key Personnel:**

- a) The selected bidder's representative(s) shall have all the powers requisite for the execution of Scope of Work and performance of Services under the Contract. The selected bidder's representative(s) shall liaise with the Authority's representative for the proper coordination and timely completion of the Works and on any other matters pertaining to the Works.
- b) The selected bidder's representative(s) shall extend full co-operation to Authority's representative in the manner required by them for supervision/inspection/observation of the equipment/goods/material, procedures, performance, progress, reports and records pertaining to the works. The selected bidder shall also have complete charge of Selected bidder's Team engaged in the performance of the Works and to ensure compliance of rules, regulations and safety practice.

### **6.16 Setting up of Project Office:**

- a) The selected bidder shall set up a Project Office in Saharanpur. The technical manpower deployed on and necessary at the Project Office for the execution of the Works shall work from the said Project Office. However, some work may be carried out by selected bidder from its other offices during the Contract period.

### **6.17 Reporting Progress**

- a) The selected bidder shall monitor progress of all the activities related to the execution of the Contract and shall submit to the Authority progress reports with reference to all related work, Milestones and their progress during the implementation phase.
- b) Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with Project Plan. The Authority on mutual agreement between both Parties may change the formats, periodicity and dissemination mechanism for such reports.
- c) Periodic meetings shall be held between the representatives of the Authority and selected bidder once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by Authority, to discuss the performance of the Contract.
- d) The selected bidder shall ensure that the respective solution teams involved in the execution of Works are part of such meetings.
- e) Several review committees involving representative of the Authority and senior officials of selected bidder shall be formed for the purpose of the Project. These committees shall meet at regular intervals, as decided by the Authority at a later stage, to oversee the progress of the implementation of the Project.
- f) All the Goods, Services and manpower to be provided/deployed by selected bidder under the Contract and the manner and speed of execution and maintenance of the Work and Services are to be conducted in a manner to the satisfaction of Authority's representative in accordance with the Contract.

### **6.18 Inspection by the Authority**

- a) The Authority reserves the right to inspect and monitor/assess the progress/performance of the Works/Services/Project at any time during the course of the Contract. The Authority may demand and upon such demand being made, selected bidder shall provide documents, data, material or any other information which the Authority may require, to enable it to assess the progress/performance of the Works/Services/Project.

### **6.19 Project Plan**

- a) Within 15 (fifteen) calendar days of Effective Date of the Contract/issuance of letter of intent/ Letter of Award, selected bidder shall submit to the Authority for its approval a detailed resource loaded Project Plan with details of the Project showing the sequence, procedure and method in which it proposes to carry out the Works. The Plan so submitted by selected bidder shall conform to the requirements and timelines specified in the Contract. The Authority and selected bidder shall discuss and agree upon the work procedures to be followed for effective execution of the Works, which selected bidder intends to deploy and shall be clearly specified. The Project Plan shall include but not be limited to Project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with Good Industry Practices and delivery schedule in accordance with the Contract. Approval by the Authority's Representative of the Project Plan shall not relieve selected bidder of any of its duties or responsibilities under the Contract.
- b) If Selected bidder's Work Plans necessitate a disruption/shutdown in Authority's operation, the Plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of selected bidder to develop/adhere such a Work Plan shall be to its account.

### **6.20 Monitoring of Selected bidder's performance**

- a) At any time during the course of the Contract, the Authority shall have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by selected bidder of its obligations/functions in accordance with the standards committed to or required under the Contract and selected bidder undertakes to cooperate with and provide to the Authority or to the said agency any Document(s) and other details as may be necessary/required by them for this purpose. Such audit shall not include 'Selected bidder's books of accounts.
- b) Should the rate of progress of the Works or any part of it, at any time falls behind the stipulated time for completion of any Milestone related to the Works or is found to be too slow to ensure completion of the Works by the stipulated time, or is in deviation to Tender requirements/standards, the Authority's representative shall so notify selected bidder in writing.
- c) The selected bidder shall send reply to the written notice giving details of the measures it proposes to take to expedite the progress so as to complete the Works by the prescribed time or to ensure compliance to RFP requirements/Contract. The

selected bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Authority or Authority's representative that the actual progress of the Works does not conform to the Approved Plan, selected bidder shall produce at the request of the Authority's representative a revised Plan showing the modification to the Approved Plan necessary to ensure completion of the Works within the time for completion or steps initiated to ensure compliance to the stipulated requirements

- d) The submission seeking approval by the Authority or its representative of such Plan shall not relieve selected bidder of any of its obligations or responsibilities under the Contract.
- e) In case during execution of Works, the progress falls behind schedule or does not meet the Tender requirements, selected bidder shall deploy extra manpower/resources to make up the progress or to meet the RFP/Contract requirements. Plan for deployment of extra man power/resources shall be submitted to the Authority for its review and approval. All time and cost effect in this respect shall be borne, by selected bidder within the Contract value.

### **6.21 Adherence to safety procedures, rules regulations and restriction**

- a) The selected bidder's Team shall comply with the provision of all Applicable Laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory Government Agencies and by Authority shall be applicable in the performance of this Contract and Selected bidder's Team shall abide by these Applicable Laws.
- b) No staff of selected bidder, except the essential staff who have genuine work-related need, should be given access to the facilities. All such access should be logged in a loss free manner for permanent record with unique biometric identification of the staff to avoid misrepresentations or mistakes.
- c) The selected bidder shall take all measures necessary or proper to protect its Key Personnel, Work and facilities and shall observe all reasonable safety rules and instructions. The selected bidder's Team shall adhere to all security requirement/regulations of the Authority during the execution of the Work. Authority's employees shall also be required to comply with safety procedures/policy.
- d) The selected bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation related to the Works/Project and shall take all necessary emergency control steps to avoid such abnormal situations.

### **6.22 Statutory Requirements**

- a) During the tenure of the Contract nothing shall be done by selected bidder or its team in contravention of Applicable Laws or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Authority indemnified in this regard.

### **6.23 Authority's Obligations**

- a) Authority or its nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to selected bidder.
- b) Authority shall ensure that timely approvals are provided to selected bidder as and when required, which may include approval of Project Plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of the Contract.
- c) The Authority's representative shall interface with the selected bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Authority shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Authority is proper and necessary.
- d) Authority may provide on The selected bidder's request, particulars/information/or documentation that may be required by selected bidder for proper planning and execution of the Works and for providing Services covered under the Contract and for which selected bidder may have to coordinate with respective vendors.
- e) Authority reserves the right to procure the hardware, including devices on quarterly basis in first year, based on actual deployment and O&M shall be applicable whenever the devices are procured and deployed till end of the Contract.
- f) Readiness of the Project site: Authority hereby agrees to make the Project sites ready as per the agreed specifications, within the agreed timelines. Authority agrees that selected bidder shall not be in any manner liable for any delay arising out of Authority's failure to make the site ready within the stipulated period.

### **6.24 Payments**

- a) Authority shall make payments to selected bidder at the times and in the manner set out in the Payment schedule as specified under Payment Milestones in RFP subject to the penalties as mentioned under Service Levels Agreement conditions. Authority shall make all efforts to make payments to selected bidder within 45 (forty-five) days of receipt of invoice(s) and all necessary supporting documents.
- b) All payments agreed to be made by Authority to selected bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Authority shall not be liable to pay any such levies/other charges under or in relation to the Contract and/or the Services.
- c) No invoice for extra work/change order on account of change order shall be submitted by selected bidder unless the said extra work/change order has been authorized/approved by the Authority in writing in accordance with Change Control Note CCN
- d) In the event of Authority noticing at any time that any amount has been disbursed wrongly to selected bidder or any other amount is due from selected bidder to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying selected bidder or deduct/adjust such amount from any payment falling due to selected bidder. The details of such recovery, if any, shall be

intimated to the selected bidder. Similarly, selected bidder shall also be entitled to receive the payment of any undisputed amount under subsequent invoice for any amount that has been inadvertently omitted in previous invoice on the part of the Authority or selected bidder.

- e) All payments to selected bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under Applicable Laws. All costs, damages or expenses which Authority may have paid or incurred, for which under the provisions of the Contract, selected bidder is liable, the same shall be deducted/set off by Authority from any payments/dues payable to selected bidder. All payments to selected bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Authority to selected bidder on chargeable basis.

## **6.25 Intellectual Property Rights**

- a) Except for any ownership rights in any intellectual property that have been expressly granted to the selected bidder under the Framework Agreement, the Authority shall exclusively retain all rights, title and interest in and to any third party licensed technology, including all worldwide technology and Intellectual Property Rights which has been used for the Project.
- b) Preservation of notice: selected bidder shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any licensed technology or materials provided under the Contract, and shall reproduce all such notices and legends when incorporating licensed technology or materials into any integrated products.
- c) Authority shall exclusively own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract, including but not limited to all processes, software, technology, processes, methodologies, process improvements, ideas, concepts, products, specifications, reports and other documents which have been newly created and developed by selected bidder or its Subcontractor solely during the performance of Services/execution of the Contract (hereinafter "Developed Materials") and for the purposes of inter-alia use during the Project. Selected bidder shall have no rights in such Developed Materials and undertakes to promptly disclose to the Authority all such Intellectual Property Rights/Developed Materials created during the performance of the Services/Works. Selected bidder shall promptly assign, completely and in writing to Authority any such Developed Materials and shall execute all such agreements/documents and obtain all permits and approvals that may be necessary to perfect Authority's rights in the Developed Materials. It is a fundamental provision of the Contract that selected bidder will not violate or breach any Intellectual Property Rights of the Authority. Should selected bidder use or provide unauthorized access to the Developed Materials or breach any of the confidentiality of these Developed Materials, the Authority shall have the right to terminate the Contract forthwith and seek injunctive and other equitable reliefs.
- d) Pre-existing work: All Intellectual Property Rights existing prior to the Effective Date of the Contract shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, the Authority will also have rights to use



and copy all Intellectual Property Rights, process, specifications, reports and other document, drawings, manuals etc. provided or used by the selected bidder / Sub-Contractors as part of the Scope of Works under the Contract for the purpose of the Contract on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.

- e) Commercially off the Shelf (COTS): / third party products: All COTS products and related solutions and fixes provided pursuant to the Contract shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such products. Such licenses shall be brought on behalf of and in the name of the Authority or mentioning the Authority as the end user of such licenses. The selected bidder shall be responsible for arranging any licenses associated with products. Unless otherwise specifically restricted by the licensing terms of the COTS products, all Intellectual Property Rights in any development/enhancement/customization etc. done on the COTS products pursuant to the Contract shall be owned by the Authority.
- f) Further, the selected bidder shall be obliged to ensure that all Applicable Permits which are, inter-alia, necessary for use of the Deliverables, Goods, Services, applications works etc. provided/undertaken by the selected bidder / Sub-Contractors under the Contract shall be acquired in the name of the Authority and to use such permits till the term of such permits on behalf of the Authority solely for the purpose of execution of any of its obligations under the terms of the Contract. However, even subsequent to the Term/expiry of the Contract, such Approvals/Applicable Permits shall endure to the exclusive benefit of the Authority.
- g) The selected bidder shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Products except as expressly authorized by Authority in writing.

## **6.26 Taxes**

- a) The selected bidder shall bear all personal taxes levied or imposed on its Personnel, or any other member of the selected bidder's Team, etc. on account of payment received under the Contract. The selected bidder shall bear all corporate taxes, levied or imposed on selected bidder on account of payments received by it from the Authority for the Work done/Services provided under the Contract.
- b) The selected bidder shall bear all taxes and duties as may be levied or imposed on selected bidder under or in relation to the Contract and under the Applicable Laws including but not limited to Goods & Services Tax (GST) (including any IGST, CGST & SGST) and all Income Tax levied under Indian Income Tax Act - 1961 or any amendment thereof during the entire Contract period and thereafter till such time the liability relates to the selected bidder's obligation under the Contract, i.e., on account of Goods supplied and Services rendered and payments received by it from the Authority under the Contract. It shall be the responsibility of selected bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The selected bidder shall also provide the Authority such information, as it may be required in regard to Selected bidder's details of payment made by the Authority under the Contract for proper assessment of taxes and duties as may be imposed under Applicable Laws. The amount of tax withheld by the Authority shall at all times be in accordance with Indian Tax Law or any other



Government Agency and the Authority shall promptly furnish to selected bidder original certificates for tax deduction at source and paid to the Tax authorities.

- c) The selected bidder agrees that it shall comply with the Indian Income Tax Act or any other Applicable Laws in force from time to time and pay Indian Income Tax or other applicable taxes and duties, as may be imposed/levied on them by the Indian Income Tax Authorities/Government Authorities, for the payments received by them for the Works performed under the Contract.
- d) Bidders shall fully familiarize themselves about the taxes applicable to the Bidders under Applicable Laws on the amounts payable by the Authority to them under the Contract. All such taxes must be included by Bidders in their financial proposal. (Bidder to find out applicable taxes for the components being proposed.)
- e) Should selected bidder fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws, and consequently, any interest or penalty is imposed by the concerned authority on Authority/ selected bidder, selected bidder shall bear the same. The selected bidder shall indemnify Authority from and against any and all claims, liabilities, losses or damages arising out of the Contract or in connection with such taxes, including interest and penalty levied/assessed by any such tax authority against the Authority/ selected bidder.
- f) The goods and services tax (GST) on Works (central or state) if levied on supplies made from indigenous vendors for the Works shall be borne by selected bidder within the Contract price. Any other tax/duty, if applicable, shall be payable extra, at actuals by the Authority in accordance with the conditions of the Contract and upon submission of proof of payment of such taxes.
- g) The Authority shall if so required by Applicable Laws in force, at the time of payment, deduct income tax payable by selected bidder at the rates in force, from the amount due to selected bidder and pay to the concerned tax authority directly.

## **6.27 Indemnity**

- a) The selected bidder hereby agrees to indemnify defend and hold harmless the Authority and its Affiliates, respective officers, directors and agents and their respective successors and assigns from and against any and all claims (including from third parties), losses, liabilities of any kind howsoever suffered, fees (including reasonable attorneys' fees, disbursements and costs of investigation), damages, cost and expenses (collectively "Losses"), arising or incurred inter alia during and after Contract period in connection with:
  - i. Any negligence or wrongful act or omission by selected bidder or any third party associated with selected bidder in connection with or incidental to the Contract;
  - ii. The selected bidder or its Sub Contractor's actual or alleged failure occurring after the Effective Date to observe or perform any duties or obligations required to be observed or performed by selected bidder or its Subcontractor under or with respect to any obligations under the Contract;
  - iii. the damage to or loss or destruction occurring after the Effective Date of any real or tangible personal property in the possession or under the control of selected bidder, or any Affiliate thereof;

- iv. the death or bodily injury occurring after the Effective Date of any agent, employee, Subcontractor's employee, visitor of selected bidder or its Subcontractor;
- v. any breach of selected bidder's representations and warranties set forth in the Contract occurring after the Effective Date to the extent caused by selected bidder or its Affiliates, or its or their agents, employees or Subcontractors;
- b) The selected bidder agrees to indemnify, defend and hold harmless the Authority and/or its Affiliates from and against all losses incurred by the Authority and/or its Affiliates as a result of any allegations that the software, data, intellectual property or other materials supplied by the selected bidder or used by selected bidder infringes, misappropriates, or violates any patent, copyright, trademark or trade secret or other intellectual property of any third party. In the event of any third party claim against the Authority and/or its Affiliates in respect of the use of such software data, intellectual property or other materials, in addition to the indemnification obligations set forth herein, the Authority, at its option, may: (a) obtain a right to use such software or materials without obligation on the part of the Authority to the owner of the allegedly infringed Intellectual Property; (b) modify the software or materials, without materially diminishing the functionality or performance thereof, to become non-infringing at Selected bidder's sole expense; or (c) require that the selected bidder discontinue the use of the infringing software or materials. Notwithstanding the foregoing, the Authority will have no liability for any third party claim of infringement based upon: (i) modifications of the software or materials that are not made by the Authority; (ii) the use of software or materials in connection with another product or service (the combination of which causes the infringement) if the Authority did not approve of such use; or (iii) selected bidder's non-compliance with the Authority's specific instructions. Selected bidder shall take commercially reasonable steps to mitigate damages arising from the liability arising under this clause.
- c) Regardless of anything contained (except for selected bidder's liability for bodily injury arising out of gross negligence or willful misconduct for which it is legally liable and its liability for infringement of any Intellectual Property Rights including of any third party in accordance with the terms of the Contract), the total liability of selected bidder, is restricted to the total value of the Contract.

## **6.28 Representations and Warranties**

- a) The selected bidder represents that it is a company duly organized, validly existing and in good standing under the Applicable Laws and has full corporate power and authority to implement the terms hereof. It is specifically agreed between the Parties that selected bidder has all the Approvals and Permits required to execute the Works/provide the Services under the Contract.
- b) The selected bidder warrants that it is not currently in breach of, in default under, or in violation of, and the execution and delivery of the Contract and the performance of its obligations thereunder will not constitute or result in any breach of, default under or violation of, any Applicable Laws, rule or regulation of any governmental unit, or the provisions of the selected bidder's articles of association or bye-laws, or any franchise or license, or other agreement by which it is bound to abide with.
- c) It is fundamental term of the Contract that selected bidder has been and shall continue to comply with all the Applicable Laws, including all the applicable labour laws and

- regulations, and shall keep the Authority indemnified from all acts of commission, breaches and/or any claims and expenses to which the Authority may be put or involved due to selected bidder's non-compliance of the such laws and regulations.
- d) A comprehensive warranty applicable on Goods supplied under the Contract shall be provided by the selected bidder for the remaining period of Contract from the date of acceptance of respective system by the Authority.
  - e) Technical support for software applications shall be provided by selected bidder/ the respective OEMs for the period of Contract. The technical support should include all upgrades, updates and patches to the respective software applications.
  - f) The selected bidder warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing end of sale/End of support; and shall be supported by the selected bidder and respective OEM along with Service and spares support to ensure its efficient and effective operation for the entire duration of the Contract.
  - g) The selected bidder warrants that the Goods supplied under the Contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The Goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in Goods, unless provided otherwise in the Contract, shall also be made available.
  - h) The Authority shall promptly notify the selected bidder in writing of any claims arising under this warranty.
  - i) Upon receipt of such notice, the selected bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Authority may have against the selected bidder under the Contract.
  - j) If the selected bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Authority may proceed to take such remedial action as may be necessary, at the Selected bidder's risk and expense and without prejudice to any other rights which the Authority may have against the selected bidder under the Contract.
  - k) Any (OEM) specific warranty terms that do not conform to conditions under the Contract shall not be acceptable.
  - l) The selected bidder shall provide adequate supervision to ensure correct execution of the Works/performance of the Services in accordance with the prevailing instructions agreed upon between the Authority and the selected bidder. Further, selected bidder and its Key Personnel shall take utmost care in the performance of the Works/Services and ensure that none of the properties of the Authority gets damaged due to any action taken or any failure to act on its part.

## **6.29 Term and Extension of the Contract**

- a) The Contract Term/period shall commence from the date of signing of contract or issuance of letter of intent/letter of award, whichever is earlier, and shall remain valid for 63 (Sixty Nine) months from the date of signing of the Contract (hereinafter "Term"). The selected bidder shall complete all Works stipulated under the Contract within the time period specified under this clause.

- b) If any delay occurs due to circumstances beyond control of selected bidder such as strikes, lockouts, fire, accident, defective materials, delay in obtaining Applicable Permits/Approvals or any cause whatsoever beyond the reasonable control of selected bidder, a reasonable extension of time/ Term, upon a request being made by selected bidder in writing at least three months in advance shall be granted by the Authority in writing.
- c) Notwithstanding what has been stated under above mentioned clause, the Authority shall reserve the sole right to grant any such extension to the Term above mentioned and shall notify in writing to selected bidder, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant selected bidder an extension of the Term or not. The decision to grant or refuse the extension of the Term shall be at the Authority's sole discretion and such extension of the Contract, if any, shall be as per terms agreed mutually between the Parties.
- d) Where the Authority is of the view that no further extension of the Term should be granted to selected bidder, the Authority shall notify selected bidder of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, selected bidder shall continue to perform all its obligations hereunder till the duration of the Term. During the notice period, the Authority shall either appoint an alternative agency/Replacement Service Provider/reappoint selected bidder for a short extension or create its own infrastructure to operate such Services as are provided under the Contract.

### **6.30 Dispute Resolution**

- a) In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
- b) If during the subsistence of the Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, breach or any alleged breach of any provision of the Contract or regarding any question, including as to whether the termination of the Contract by one Party hereto has been legitimate/valid, the Parties hereto shall endeavor to settle such dispute amicably through joint discussion and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996. However, despite such efforts, if the dispute, differences or controversy still remains unresolved for a period of 30 days of its having been raised, then the same shall be referred to Arbitration.
- c) The Arbitration proceedings shall be held in the following manner:
  - i. The Arbitration proceedings shall be held in Saharanpur, Uttar Pradesh, India.
  - ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and any re-enactment(s) and/or modification(s) thereof and of the Rules framed thereunder shall apply to arbitration proceedings.
  - iii. The proceedings of Arbitration shall be in English language.
  - iv. Any dispute, difference or question to be referred to arbitration shall be initially referred to a mutually acceptable sole arbitrator. In case the Parties are unable to agree upon the sole arbitrator, then each Party shall appoint one arbitrator each and the two arbitrators so appointed shall appoint the third arbitrator, who shall

- be the Presiding Arbitrator. The consortium of the two Arbitrators shall form the Arbitral Tribunal.
- v. In case, a Party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other Party or if the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Uttar Pradesh High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the Parties.
  - vi. Any letter, notice or other communications dispatched to selected bidder relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Authority by selected bidder shall be deemed to have been received by selected bidder although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
  - vii. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Authority to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both Parties consent for the same; otherwise, he shall proceed de novo.
  - viii. It is a term of the Contract that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
  - ix. It is also a term of the Contract that neither Party to the Contract shall be entitled for any interest on the amount of the award.
  - x. The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the Parties.
  - xi. The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the Parties.

### **6.31 Conflict of interest**

- a) The bidder shall disclose to the Authority in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for bidder or bidder's Team) in the course of providing Goods and performing the Works/Services as soon as practical after it becomes aware of that conflict.

### **6.32 Publicity**

- a) Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Authority first gives bidder its written consent.

### **6.33 Force Majeure**

- a) Force Majeure shall not include any events caused due to acts/omissions of selected bidder resulting in a breach/contravention of any of the terms of the Contract and/or selected bidder's Bid. It shall also not include any default on the part of selected bidder

due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

- b) The failure or occurrence of a delay in performance of any of the obligations of either Party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen and shall mean an occurrence beyond the reasonable control and without the fault or negligence of either Parties affected and which the other Party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to: war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, vandalism (due to law & order situation), terrorism, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope (hereinafter referred to as "Force Majeure Event(s)"). In such an event, the affected Party shall inform the other Party in writing within 5 (five) days of the occurrence of such event. Any failure or lapse on the part of selected bidder in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure Events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.
- c) In case of a Force Majeure Event, all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of the Service/ Works and implementation of the obligations of a Party under the Contract and to minimize any adverse consequences of Force Majeure.

#### **6.34 Delivery**

- a) The selected bidder shall bear the cost for packing, transport, insurance, storage and delivery of all the Goods for "RFP" for Implementation of the Project in Saharanpur City" at all locations identified by the Authority in Saharanpur City.
- b) The Goods under the Contract shall conform to the standards mentioned in the RFP, and when no applicable standard is mentioned, to the authoritative standards, such standard shall be approved by Authority.
- c) The selected bidder shall only procure the hardware and software after approvals from a designated committee/Authority.
- d) Bidder's Key Personnel shall have the required experience and proper qualifications to perform the Services, and the Authority shall have the right to reject any such Personnel if found unfit by Authority to provide the Services. The selected bidder shall also impart the appropriate training to its engineers and Personnel on the current and emerging technologies, concepts and configurations in order to provide the Services in a more efficient manner.

#### **6.35 Insurance**

- a) The Goods supplied under the Contract shall be comprehensively insured by selected bidder at its own cost, against any loss or damage, for the entire period of the Contract. The selected bidder shall submit to the Authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.



- b) The selected bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the Goods and also the charges like transportation charges, GST etc. that may be applicable till the Goods are delivered at the respective sites of installation shall also be solely borne by the selected bidder.
- c) The selected bidder shall take out and maintain at its own cost, on terms and conditions approved by the Authority, all necessary insurance against the risks, and for the coverage's, as specified below:
  - i. at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid; and
  - ii. Employer's liability and workers' compensation insurance in respect of the Personnel of the selected bidder, in accordance with the relevant provisions of the Applicable Laws including personal accident and death in respect of its Personnel or any other insurance as may be appropriate, and the proof of such insurances shall be provided to Authority, when so requested. Notwithstanding the above, the Key Personnel of selected bidder shall be and shall remain the employees of selected bidder and selected bidder alone shall be responsible for the payment of all dues with respect to them or meeting any statutory obligations under the Applicable Laws with respect to such Personnel.

### **6.36 Transfer of Ownership**

- a) All Commercially off the Shelf (COTS) products/ Open Source Solutions and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such products. Such licenses shall be brought on behalf of and in the name of SSCL or mentioning SSCL as the end user of such licenses. The selected bidder shall be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to the Purchaser for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. Unless otherwise specifically restricted by the Licensing Terms of the COTS products/ Open Source Solutions, all intellectual property rights in any development/ enhancement/ customization etc. done on the COTS products/ Open Source Solutions pursuant to this Agreement shall be owned by SSCL. Further, the selected bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, goods, services, applications, services etc. provided by the bidder/ subcontractors under this Agreement shall be acquired in the name of the SSCL and selected bidder shall have the non-exclusive, limited right to use such licenses till the Term on behalf of the SSCL solely for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals etc. shall endure to the exclusive benefit of the SSCL.

- b) Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Authority, the selected bidder shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or from or for selected bidder in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. Selected bidder shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.

### **6.37 Exit Management Plan**

- a) An Exit Management plan shall be furnished by bidder in writing to the Authority within 15 (fifteen) days from the date of signing of the Contract, which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Project implementation, and Service Level monitoring:
- i. a detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the Services throughout the transfer process or until the cessation of the Services and of the management structure to be used during the transfer;
  - ii. plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer;
  - iii. Exit Management Plan in case of normal termination of Contract period;
  - iv. Exit Management Plan in case of any eventuality due to which Project is terminated before the Contract period; and
  - v. Exit Management Plan in case of termination of selected bidder.
- b) Exit Management Plan at the minimum shall adhere to the following:
- i. 3 (Three) months of the support to Replacement Service Provider post termination of the Contract;
  - ii. all reasonable assistance necessary to ensure that an orderly transfer is achieved with minimal disruption, to Replacement Service Provider, of the Services, functions and operations that were provided prior to termination of Contract/exit of selected bidder from Project, complete handover of the planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/Authority; and
  - iii. Certificate of acceptance from authorized representative of Replacement Service Provider issued to selected bidder on successful completion of handover and knowledge transfer.
- c) In the event of termination or expiry of the Contract, Project implementation, or Service Level monitoring, both selected bidder and Authority shall comply with the exit management plan.
- d) During the exit management period, selected bidder shall use its best efforts to deliver the Works/Services.



### **6.38 Performance Security**

- a) To guarantee its performance under the Contract, the bidder shall provide to Authority in its favor a Performance Bank Guarantee (PBG) which is unconditional, unequivocal and irrevocable for an amount equivalent to 5% of the order value of the Contract in the format prescribed in RFP issued by any of the nationalized banks only. The Performance Bank Guarantee shall be kept valid for the Term of the Contract and any extension of the Term and upto a period of 6 (six) months after the termination or expiry of the Contract. The Performance Bank Guarantee shall be encashed by the SSCL in the event of selected bidder's failure to complete obligations or breach by selected bidder of any of the terms and conditions of the Contract.

### **6.39 Liquidated Damages**

- a) If selected bidder fails to supply, install or maintain any or all of the Goods or fails to complete the Works or fails to provide the Services as per the Contract, within the time period(s) specified in the RFP Vol II, the Authority without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damage per week of 0.2% of the CAPEX of Contract / request order value per week for first 8 (eight) weeks and 0.3% per week for every subsequent week till such time the default continues.
- b) The deduction shall not in any case exceed 10 % of the Contract value.
- c) The Authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any payments due to selected bidder in its hands (which includes the Authority's right to claim such amount against Selected bidder's Bank Guarantee) or which may become due to selected bidder at a prospective date. Any such recovery or liquidated damages shall not in any way relieve selected bidder from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- d) Delay not attributable to selected bidder shall be considered for exclusion for the purpose of computing liquidated damages.

### **6.40 Limitation of Liability**

- a) Limitation of bidder's Liability towards the Authority:
  - i. Except as otherwise provided in the Contract or in cases of gross negligence or willful misconduct on the part of selected bidder or on the part of any person or company acting on behalf of selected bidder in carrying out the Services, in no event either Party shall be liable to the other Party for any special, exemplary, punitive or similar damages, indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract;
- b) The selected bidder, with respect to damage caused by selected bidder to Authority's property, shall not be liable to Authority:
  - i. for any indirect or consequential loss or damage; and
  - ii. For any direct loss or damage that exceeds the total payments payable under the Contract to selected bidder hereunder.

- c) This limitation of liability shall not be applicable or restrict selected bidder's liability in any manner for injury, loss of life caused to any person or damage to third party's property or infringement of any Intellectual Property Rights caused by selected bidder or any Person (including selected bidder's Subcontractor) acting on behalf of selected bidder in carrying out the Services
- d) The Authority's liability under the Contract, tort, negligence, default etc. whatsoever shall be limited to the amount of fees remaining to be paid to the selected bidder under the Contract.

#### **6.41 Ownership and Retention of Documents**

- a) The Authority shall own the Document(s), prepared by or for selected bidder arising out of or in connection with the Contract.
- b) Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Authority, selected bidder shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or for selected bidder in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. Selected bidder shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.

#### **6.42 Information Security**

- a) The selected bidder shall not carry any written/printed document, layout diagrams, compact disk, hard disk, storage tapes, other storage devices or any other goods/material proprietary to Authority into/out of any Project Location without written permission from the Authority.
- b) The selected bidder shall not destroy any unwanted documents, defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the Authority.
- c) All documentation and media at any location whether at the Project Location or otherwise, shall be properly identified, labeled and numbered by the selected bidder. The selected bidder shall keep track of all such items and provide a summary report of these items to the Authority whenever asked for.
- d) Access to Authority's data and systems, internet facility by selected bidder at any location shall be in accordance with the written permission by the Authority. The Authority shall allow selected bidder to use its facilities in a limited manner subject to availability. It is the responsibility of selected bidder to prepare and equip itself in order to meet the requirements of providing the Services.
- e) The selected bidder must acknowledge that Authority's business data and other Authority proprietary information or materials, whether developed by Authority or being used by Authority pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Authority; and selected bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than reasonable care used by selected bidder to protect its own proprietary information. The selected bidder recognizes that the goodwill

of Authority depends, among other things, upon selected bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by selected bidder or its team could damage the goodwill of Authority, and shall be considered as a material breach of the Contract terms and conditions by selected bidder. The selected bidder may come into possession of such proprietary information, even though selected bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and it shall limit access of such proprietary information thereto only such employees with a need to such access to perform the Services. The selected bidder and or its Key Personnel shall use such information only for the purpose of performing the said Services.

- f) The selected bidder shall, upon termination of the Contract for any reason, or upon demand by Authority, whichever is earlier, return any and all information provided to selected bidder by Authority, which would include any Confidential information or any proprietary information including any copies or reproductions, both hardcopy and electronic of such information.
- g) By virtue of the Contract, selected bidder team may have access to information of the Authority and/or a third party which would include any Confidential Information or any proprietary information of such parties and will use such information only with prior approval of the Authority on a need only basis and to the extent required for performing the Services.

#### **6.43 Records of contract documents**

- a) The selected bidder shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation as may be required to fulfil the obligations under the Contract.
- b) The selected bidder shall keep on the DC Site at least 3 (three) copies of each and every specification and copy of the Contract, in excess of it's own requirement and those copies shall be available at all times for use by the Authority's representative and by any other person authorized by the Authority's representative.

#### **6.44 Security and Safety**

- a) The selected bidder shall comply with the directions issued from time to time by the Authority and the standards related to the security and safety, in so far as it applies to the provision of the Services.
- b) The selected bidder shall upon reasonable request by the Authority, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

#### **6.45 Confidentiality**

- a) The selected bidder shall not, either during the Term or after expiration of the Contract, disclose any proprietary or Confidential Information relating to the Services/Contract and/or Authority's business/operations, information, application/software, hardware, business data, architecture schematics, designs, storage media and other information/documents without the prior written consent of the Authority.

- b) The Authority reserves the right to adopt legal proceedings, civil or criminal, against selected bidder in relation to a breach of obligation by selected bidder under this clause.
- c) The selected bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the Authority to the satisfaction of the Authority.
- d) The selected bidder shall notify the Authority promptly if it is aware of any unauthorized disclosure of the Confidential Information otherwise than as permitted by the Contract or with the authority of the Authority.
- e) The selected bidder shall be liable to fully recompense the Authority for any loss of revenue arising from breach of confidentiality.

#### **6.46 Events of Default by Bidder**

- a) The failure on the part of selected bidder to perform any of its obligations or comply with any of the terms of the Contract shall constitute an Event of Default on the part of the selected bidder. The events of default are but not limited to the following:
  - i. Selected bidder/ selected bidder's Teams failure to perform/ adhere to any instructions or directives issued by the Authority which it deems proper and necessary to execute the Scope of Work or provide Services under the Contract, or
  - ii. Selected bidder/ selected bidder's Teams failure to confirm/adhere to any of the key performance indicators as laid down in the Key Performance Measures/Service Levels, or if the selected bidder has fallen short of matching such standards/benchmarks/targets as the Authority may have designated with respect to the System or any Goods, task or service, necessary for the execution of the Scope of Work and performance of Services under this Contract. The above mentioned failure on the part of selected bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Authority; or
  - iii. The selected bidder's failure to remedy a defect or failure to perform its obligations in accordance with the Service Specifications as per this RFP or any other specifications issued by the Authority, despite being served with a default notice which laid down the specific deviance on the part of Selected bidder/ selected bidder's Team to comply with any stipulations or standards as laid down by the Authority; or
  - iv. The selected bidder/ selected bidder's Teams failure to adhere to any amended direction, instruction, modification or clarification as issued by the Authority during the term of the Contract and which the Authority deems proper and necessary for the execution of the Scope of Work under the Contract; or
  - v. Selected bidder/ selected bidder's Teams failure to demonstrate or sustain any representation or warranty made by it in the Contract, with respect to any of the terms of the Bid, the RFP and the Contract.
  - vi. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to selected bidder; or
  - vii. Selected bidder/ selected bidder's Team's failure to comply with or is in breach or contravention of any Applicable Laws.

- b) Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to the selected bidder, setting out specific defaults/deviances/omissions/non-compliances/non-performances and providing a notice of 30 (thirty) days cure period to enable selected bidder to rectify such default committed.
- c) Where despite the issuance of a default notice to selected bidder by the Authority, selected bidder fails to remedy the default within the cure period provided to the satisfaction of the Authority, the Authority may, where it deems fit, issue to selected bidder either another default notice or proceed to terminate the Contract forthwith.

#### **6.47 Termination**

- a) The Authority may, terminate the Contract in whole or in part by giving selected bidder a prior written notice indicating its intention to terminate the Contract under the following circumstances:
  - i. Where the Authority is of the opinion that there has been such Event of Default on the part of Selected bidder/ selected bidder's Team which would make it proper and necessary to terminate the Contract and may include failure on the part of the selected bidder to adhere to any part of its obligations under its Bid, the RFP or under the Contract.
  - ii. Where it comes to the Authority's attention that the selected bidder (or selected bidder's Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of selected bidder's Bid, the RFP or the Contract.
  - iii. Where bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including *inter-alia* the filing of any bankruptcy proceedings against the bidder, any failure by bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the bidder or the happening of any such events that are adverse to the commercial viability of selected bidder. In the event of the happening of any events of the above nature, the Authority shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites, pilot site to a successor agency, and to ensure business continuity.
  - iv. Termination for Insolvency: The Authority may at any time terminate the Contract by giving written notice to the selected bidder, without compensation to the selected bidder, if selected bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Authority.
  - v. The selected bidder may, subject to written approval by the Authority, terminate the Contract before the expiry of the Term by giving the Authority a prior and written notice at least 3 (three) months in advance indicating its intention to terminate the Contract.
  - vi. In case of Deliverables/ milestone which is approved by the Authority and payment is undisputed, the selected bidder may terminate the Contract in case of non-payment after 90 (ninety) days of serving the notice to SSCL.

## 6.48 Consequence of Termination

- a) In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise the Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Project which selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Authority and/or the successor agency/service provider, Replacement Service Provider as may be required, to take over the obligations of selected bidder in relation to the execution/continued execution of the requirements of the Contract.
- b) Where the termination of the Contract is prior to its stipulated term on account of a default on the part of selected bidder or due to the fact that the survival of selected bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Authority, through unilateral re-determination of the consideration payable to selected bidder, shall pay selected bidder for that part of the Services which have been authorized by the Authority and satisfactorily performed by selected bidder up to the date of termination. Without prejudice to any other rights, the Authority may retain such amounts from the payment due and payable by the Authority to selected bidder as may be required to offset any losses caused to the Authority as a result of any acts of omissions or commission by selected bidder. In case of any loss or damage due to default or inability on the part of selected bidder in performing any of its obligations with regard to executing the Schedule of Requirements under the Contract, selected bidder shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority. Additionally, members of its team shall continue performing all its obligations and responsibilities under the Contract in an identical manner as were being performed before the default occurred due to acts of selected bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Authority and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of selected bidder's Bid, the Bid Document and the Contract.
- c) Nothing herein shall restrict the right of the Authority to invoke the Bank Guarantee and other guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Authority under the Applicable Law.
- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- e) Upon termination or after expiration of Contract, the selected bidder shall forthwith return to the Authority, all papers, material and other properties held by/provided to selected bidder during the Term of the Contract, including all Confidential Information and proprietary information provided to selected bidder for its use during the Project.



#### **6.49 Miscellaneous**

- a) Under this Contract, the relationship between the Parties is that of independent contractors and no other relationship is intended, including a partnership, franchise, joint venture, agency, employee/employer, fiduciary, master/servant relationship, or other special relationship. Neither Party shall act in a manner, which expresses or implies a relationship other than that of independent contractors, nor bind the other Party. The selected bidder and the Sub-contractor shall take care of all liabilities, statutory or otherwise, in relation to persons employed by it or otherwise and the Authority shall not be responsible for the same in any manner whatsoever.
- b) The selected bidder or any of its Affiliates shall not directly or indirectly, solicit for employment or engagement any employees of the Authority. The provisions of this clause shall be applicable during the Term of the Contract and shall survive the termination of the Contract for a period of 2 years from the date of termination. In addition, the selected bidder shall not proceed to conduct operations/business similar to the Authority with any employee and/or consultant of the Authority who has knowledge of the Confidential Information, without the prior written consent of the Authority.
- c) It is also agreed between the Parties that the Authority is under no obligation, whatsoever, to procure Services/execute Works from selected bidder alone. By executing the Contract, the Authority does not commit/guarantee any minimum amount of payments due to bidder for the Services/Works performed by bidder and holds the right to increase or decrease the Scope of Work provided under the Contract and in these cases, the Parties shall mutually agree upon any amendment to the charges which are payable to selected bidder for the Works/Services performed.
- d) The Authority reserves the right to propose amendment or modification, of the terms of the Contract or any part of it by giving selected bidder a notice in writing. No variation, amendment, modification or addition to the Contract shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their authorized representatives.
- e) The Contract shall be governed by and construed in accordance with the laws of India. The Parties agree to accept the non-exclusive jurisdiction of the competent courts of Saharanpur.
- f) The Contract sets forth the entire agreement and understanding between the Parties as to the subject matter therein and shall supersede and override all previous communications, negotiations, commitments, agreements, and understandings, either oral or written, between the Parties with respect to the subject matter of the Contract.

#### **6.50 Notice**

- a) Unless otherwise provided herein, all notices or other communications to be given pursuant to the Contract shall be made in writing, in English and by letter/email (save as otherwise stated) and shall be deemed to be duly given or made, in the case of personal delivery of the letter, when delivered; in the case of email, when sent, or, in the case of a letter, 3 (three) Business Days after being deposited in the post (by registered post, with acknowledgment due), postage prepaid, to such Party at its address or facsimile number



specified herein or at such other address or facsimile number as such party may hereafter specify for such purposes to the other by notice in writing.

The addresses referred to above are:

a) In the case of a notice to the Authority:

*Address* : [●]

*Attention* : [●]

*Telephone* : [●]

*Email* : [●]

b) In the case of the SI

*Address* : [●]

*Attention* : [●]

*Email* : [●]

c) In the case of the Subcontractor (if applicable):

*Address* : [●]

*Attention* : [●]

*Email* : [●]

- i. A notice or other communication received on a day other than a Business Day, or after business hours in the place of receipt, shall be deemed to be given on the next following Business Day in such place.
  - ii. The address or email address for serving notices can be changed by any Party by properly serving notices on the other Parties informing them of the changes of address.
  - iii. In the event that a Party refuses delivery or acceptance of a notice, request or other communication, under the Contract, it shall be deemed that the notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in the Contract.
- b) No failure by either party to enforce any rights hereunder shall be construed as a waiver of such right(s).
- c) If any provision of the Contract is held to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision hereof or any statute, ordinance, rule of law or public policy, or for any other reason, such holding shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, or of rendering any other provision herein contained inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences or Clauses contained in the Contract shall not affect the remaining portions of the Contractor any part hereof, and they shall otherwise remain in full force and effect.
- d) Neither the bidder nor its employees or its Subcontractor shall have the right, power, or authority to create any contract or obligation, express or implied, on behalf or, in the name of or binding on Authority.

- e) The rights and obligations under the Contract are personal to bidder and shall not be assigned by it, to any third party, without the express prior written authorization of the Authority.

### **6.51 Change Control Note (CCN)**

- a) This applies to and describes the procedure to be followed in the event of any proposed change to Contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by the selected bidder and changes to the terms of payment.
- b) Change requests in respect of the Contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN. CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Authority.
- c) The selected bidder and the Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.
- d) The selected bidder shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN, the selected bidder shall provide as a minimum:
  - a. a description of the change;
  - b. a list of Deliverables required for implementing the change;
  - c. a timetable for implementation;
  - d. an estimate of any proposed change; or any relevant acceptance criteria;
  - e. an assessment of the value of the proposed change;
  - f. Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Contract and Service Levels.
- e) Prior to submission of the completed CCN to the Authority or its nominated agencies, the selected bidder shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the selected bidder shall consider the materiality of the proposed change in the context of the Contract, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.
- f) Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the selected bidder meets the obligations as set in the CCN. In the event the selected bidder is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by selected bidder. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

## 7. Service level agreement

### 7.1 Purpose of Service Levels

- a) The purpose is to define/measure the levels of the Service to be provided by the selected bidder to the Authority for the duration of the Contract. The benefits of this are:
  - i. Implement a process to define Service level parameters or permissible threshold within which the selected bidder would be required to perform the Services, and failure of performing the Services by the selected bidder within the said acceptable parameters would be considered as a deficiency in Services;
  - ii. help the Authority control the levels and performance of selected bidder's Services; and
  - iii. alert the selected bidder to improve its Services and/or remove deficiencies in Services in case the Service Levels agreed between the Authority and the selected bidder are breached by the selected bidder

### 7.2 Service Level Agreements & Targets

- a) This section is agreed to by Authority and the selected bidder as the key performance indicator for the Project. This may be reviewed and revised according to the procedures detailed in Clause 'Service Level Change Control'.
- b) 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.

### 7.3 General principles of Service Level Agreements

The Service Level Agreements have been logically segregated in the following categories:

#### 7.3.1 Service Level Agreements (SLA)

- a) SLA shall become the part of Contract between SSCL and the selected bidder. SLA defines the terms of the selected bidder's responsibility in ensuring the timely delivery of the Deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section.
- b) The selected bidder has to comply with service level requirements to ensure adherence to Project Timelines, quality and availability of services, throughout the period of this Contract i.e. for a period mentioned in the project timeline of this RFP. The selected bidder has to supply appropriate software/hardware/automated tools as may be required to monitor and submit reports of all the SLAs mentioned in this section.
- c) For purposes of the SLA, the definitions and terms as specified in the Document along with the following terms shall have the meanings set forth below:
  - i. **"Total Time"** – Total number of hours in the quarter (or the concerned period) being considered for evaluation of SLA performance.

- ii. **“Uptime”** – Time period for which the specified services/outcomes are available in the period being considered for evaluation of SLA. Formulae for calculation of Uptime: 
$$\text{Uptime (\%)} = \{1 - [(\text{Downtime}) / (\text{Total time} - \text{scheduled maintenance time})]\} * 100$$
- iii. **“Downtime”**- Time period for which the specified services/components/outcomes are not available in the concerned period, being considered for evaluation of SLA, which would exclude downtime owing to Force Majeure & Reasons beyond control of the successful bidder.
- iv. **“Scheduled Maintenance Time”** – Time period for which the specified services/components with specified technical and service standards are not available due to scheduled maintenance activity. The successful bidder is required to take at least 10 days prior approval from SSCL for any such activity. The scheduled maintenance should be carried out during non-peak hours (like post mid-night, and should not be for more than 4 hours. Such planned downtime would be granted max 4 times a year.
- v. **“Incident”** – Any event/abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.
- vi. **“Response Time”** – Time elapsed from the moment an incident is reported in the Helpdesk over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.
- vii. **“Resolution Time”** – Time elapsed from the moment incident is reported to Helpdesk either in person or automatically through system, to the time by which the incident is resolved completely and services as promised are restored.

### 7.3.2 Measurement of SLA

- d) The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis.
- e) The SLA also specifies the liquidated damages for lower performance and breach conditions.
- f) Payment to the selected bidder is linked to the compliance with the SLA metrics
- g) The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the selected bidder and approved and audited by SSCL or its appointed Consultant for accuracy and reliability.
- h) SSCL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters. The SLAs defined, shall be reviewed by SSCL on an annual basis after consulting the selected bidder, Project Management Consultants and other experts. All the changes would be made by SSCL after consultation with the selected bidder and might include some corrections to reduce undue relaxation in Service Levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

- i) Total liquidated damages to be levied on the selected bidder shall be capped at 10% of the total contract value. However, SSCL would have right to invoke termination of the Contract in case the overall liquidated damages equals 10% of total contract value. Liquidated damages to be levied during Post Implementation period shall be capped at 10% of the OPEX value. SSCL would also have right to invoke termination of Contract in case cumulative debit point (breach points) are above 30 in 2 consecutive quarters.

### 7.3.3 Pre Implementation SLA

Timely delivery of the Scope of Work shall be as under:

<b>Definition</b>	<b>Timely delivery of Deliverables would comprise entire bill of material and the application systems, and as per successful UAT of the same.</b>
<b>Service Level Requirement</b>	All the Deliverables defined in the Contract has to be submitted on-time on the date as mentioned in the Contract with no delay.
<b>Measurement of Service Level Parameter</b>	To be measured in Number of weeks of delay from the timelines mentioned in the section "Project Timelines"
<b>Penalty for non-achievement of SLA Requirement</b>	Any delay in the delivery of the Project Deliverables (solely attributable to vendor) would attract a liquidated damage per week of 0.2% of the CAPEX of Contract / Request Order value per week for first 8 weeks and 0.3% per week for every subsequent week. If the liquidated damage reaches 10% of the total Contract value, Authority may invoke termination clause. Liquidated Damage will be computed on Capex value of Contract/ Request order value of the particular phase

### 7.3.4 SLA Matrix for Post Implementation SLAs

- j) These SLAs shall be used to evaluate the performance of the Services on monthly basis.
- k) Penalty levied for non- performance as per SLA requirements shall be deducted through subsequent payments due from SSCL or through the Performance Bank Guarantee.
- l) The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA measurement tools. All such required tools should be provided by the selected bidder. SSCL will have the authority to audit these tools for accuracy and reliability.
- m) The upper limit of penalty would be capped at 10% of the Opex value for each quarter. In case the calculated penalty crosses 10% penalty of the Opex value in 2 subsequent quarters, SSCL reserves the right to invoke the termination clause.
- n)

#	Uptime SLA (Monthly)	Penalty Clause
1	Uptime >= 98%	No Deduction
2	Uptime <98%	(98%- Uptime %) of monthly Operational Expense for the component. For example if uptime of component is 95%, then penalty imposed will be 98%%-95% i.e. 3% of operational expense.

### 7.3.5 SLA for issue resolution

Sl	Issue	Criticality
1.	Application not available	Level 1
2.	Admin module not functioning	Level 2
3.	Response time is high	Level 3
4.	Master Management in admin module not working	Level 2
5.	Display is blue	Level 1

#	Parameter	Metric	Frequency	Penalty
1	Issue with criticality of Level 1	Resolution Time: <= 16 hours from the time the call is logged by end user.	Daily	0.1% of monthly opex value per week for the first two weeks for each occurrence, 0.5% of monthly opex value per week for every subsequent week, subject to a maximum of 10% post which SSCL may invoke annulment of the contract.
2	Issue with criticality of Level 2	Resolution Time:	Daily	0.1% of monthly opex value per week for the first two weeks for each occurrence,

		<= 2 Days from the time the call is logged by end user.		0.2% of monthly opex value per week for every subsequent week, subject to a maximum of 10% post which SSCL may invoke annulment of the Contract.
3	Issue with criticality of Level 3	Resolution Time: <= 4 Days from the time the call is logged by end user.	Daily	0.1% of monthly opex value per week for the first two weeks for each occurrence, 0.1% of monthly opex value per week for every subsequent week, subject to a maximum of 10% post which SSCL may invoke annulment of the Contract.

### 7.3.6 Miscellaneous SLAs

#	Parameter	Metric	Frequency	Penalty
1	Compliance in document versioning and maintenance (FRS, SRS, Business Blue Prints, User Training Manual etc.), application version control, updates & patches etc.	100% as per requirement timelines	Daily per occurrence	Rs. 100 per occurrence per day of delay.
2	Manpower Availability & Readiness	100% as per requirement timelines	Daily	Rs. 200 per day in case there is shortage in manpower deployment or lack of adequate skills
3	Scheduled downtime for System Maintenance per week	<= 2 times per month	Per Occurrence	Rs. 1000 per occurrence for unscheduled downtime or scheduled downtimes exceeding the specified metric.
4	Resource Replacement	Within 7 days of exit of resource (in case of SSCL initiated or supplier initiated)	Per Occurrence	Rs. 1000 per day of unavailability of resource

### 7.3.7 Operational SLAs

- i. The proposed storage for all the production related applications should be on latest generation technology. The latency of storage should always be less than 1ms for all transactions.



- ii. The proposed solution for backup should be cost optimized to provide lowest cost per TB of capacity. It should provide flexibility to schedule policy and retention levels as required and mandated from time to time.
- iii. The proposed backup solution should include features like deduplication, compression and encryption. The proposed backup solution should also allow flexibility to migrate the backups from one CSP to another CSP without needing to de-duplicate, compress and encrypt the data again.

#### **7.3.8 Definitions:**

- i. **Response Time:** Response time is defined as the time the support vendor takes to respond from the time that ticket was raised.
- ii. **Resolution Time:** Resolution time is defined as the time the vendor takes to resolve the issue or provide acceptable workaround for the issue.

#### **7.3.9 Conditions for No Penalties**

- a. Penalties shall not be levied on the Bidder in the following cases:
  - i. There is a Force Majeure event effecting the SLA which is beyond the control of the selected bidder. Force Majeure events shall be considered in line with the clause mentioned RFP.
  - ii. The non-compliance to the SLA has been due to
    - a. Reasons beyond the control of the successful bidder.
    - b. Theft vandalism which would not be considered as “beyond the control of SI”. Hence, the selected bidder should be taking adequate anti-theft measures, spares strategy, Insurance as required to maintain the desired Required SLA.

#### **7.3.10 Reporting Procedures**

- a) The selected bidder’s representative shall prepare and distribute Service level Performance Reports in a mutually agreed format by the 5<sup>th</sup> 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 Authority management personnel as directed by Authority.
- b) Also, selected bidder may be required to get the Service Level Performance Report audited by a third-party Auditor appointed by the Authority.

#### **7.3.11 Issue Management Procedures**

##### **c) General**

- a. This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Authority and the selected bidder.

- b. Implementing such a process at the beginning of the outsourcing engagement significantly improves the probability of successful issue resolution. It is expected that this pre-defined process shall only be used on an exception basis if issues are not resolved at lower management levels.

d) **Issue Management Process**

- a. Either Authority or selected bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b. Any unresolved issues/disputes concerning the Project/Contract between the Parties shall first be referred in writing to the Project Manager for his consideration and resolution. If the Project Manager is unable to resolve any issue/dispute within 5 days of reference to him, the Project Manager shall refer the matter to the Program Management Committee. If the Program Management Committee is unable to resolve the issues/disputes referred to them within 15 days, the unresolved issue/dispute shall be referred to Steering Committee/High Powered Committee/Project Implementation Committee for resolution. The Steering Committee or the High Powered Committee / Project Implementation Committee within 30 days of reference to them shall try to resolve the issue/dispute.
- c. If the Steering Committee or the High Powered Committee / Project Implementation Committee fails to resolve a dispute as per the above clause, the same shall be referred to arbitration. The arbitration proceedings shall be carried out as per the Arbitration procedures mentioned in Clause 34 of this of RFP.

### 7.3.12 Service Level Change Control

a) **General**

- i. It is acknowledged that this Service levels may change as Authority's business needs evolve over the course of the Contract period. As such, this document also defines the following management procedures:
  - A process for negotiating changes to the Service Levels
  - An issue management process for documenting and resolving particularly difficult issues.
  - Authority and selected bidder 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
- ii. Any changes to the levels of service provided during the Term of the Contract shall be requested, documented and negotiated in good faith by both Parties. Either Party can request a change.
- iii. Service Level Change Process: The Parties may amend Service Level by mutual agreement. Changes can be proposed by either Party. Unresolved issues shall also be addressed. Selected bidder's representative shall maintain and distribute current

copies of the Service Level document as directed by Authority. Additional copies of the current Service Levels shall be available at all times to authorized parties.

- iv. 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.

## 8. Key Deliverables

#	Key Activities	Deliverables	Phases	Timelines
1	Project Kick Off	1. Project Plan 2. Risk Management and Mitigation Plan	Inception Phase	T + 7 days
2	Deployment of manpower			
3	Assess the requirement of IT Infrastructure and Non IT Infrastructure	1. Functional Requirement Specification document 2. System Requirement Specification document 3. Requirements Traceability Matrix 4. Site Survey Report	Requirement Phase	T + 14 days
4	Assess the Integration requirement			
5	Assess the connectivity requirement of all locations (including Building)			
6	Creation of Detail Drawing			
7	Development of test cases (Unit, System Integration and User Acceptance)			
8	Preparation of final bill of quantity and material			
9	SoPs & KPIs preparation			
10	Physical Infrastructure setup			
11	Procurement of Equipment , edge devices, COTS software (if any), Licenses			
12	IT and Non IT Infrastructure Installation			
13	Development, Testing and Production environment setup			
14	Unit Testing			

#	Key Activities	Deliverables	Phases	Timelines
15	Implementation of Solutions			
16	Preparation of User Manuals			
17	SoP & KPIs implementation	<ol style="list-style-type: none"> <li>Integration Testing Report</li> <li>Completion of UAT and closure of observations report</li> </ol>	Integration Phase	T + 55 Days
18	Integration of solutions with Command and Control Centre			
19	Integration Testing			
20	User Acceptance Testing			
21	Go Live	1. Go-Live Report	Go-Live Phase	T + 60 Days
22	Operation and Maintenance of IT, Non IT infrastructure and Applications	<ol style="list-style-type: none"> <li>Detailed plan for monitoring of SLAs and performance of the overall system</li> <li>Fortnightly Progress Report</li> <li>Monthly SLA Monitoring Report and Exception Report</li> <li>Quarterly security Report</li> <li>Issues logging and resolution report</li> </ol>	Operation and Maintenance Phase	5 years from Go Live
23	SLA and Performance Monitoring			
24	Logging, tracking and resolution of issues.			
25	Application enhancement			
26	Patch & Version Updates			

## 9. Terms of Payment

1. The request for payment shall be made to the SSCL in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
2. Due payments shall be made promptly by the SSCL, generally within sixty (60) days after submission of an invoice or request for payment by SI.
3. The currency or currencies in which payments shall be made to the SI under this Contract shall be Indian Rupees (INR) only.
4. All remittance charges shall be borne by the SI.
5. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
6. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
7. 7. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations

### 9.1 Project Milestones

S. No.	Implementation Phases	Timelines	Payment
1.	Inception Phase	T + 7 Days	10% of Capex Cost
2.	Requirement Phase	T + 14 Days	10% of Capex Cost
3.	Design Phase	T + 20 Days	20% of Capex Cost
4.	Procurement, Implementation and UAT Phase	T + 50 Days	30% of Capex Cost
5.	Integration Phase	T + 55 Days	10% of Capex Cost
6.	Go-Live	T + 60 Days	10% of Capex Cost
7.	Three months of successful Operation and Maintenance after project acceptance	T + 1860 Days	10% of Capex Cost

**NOTE:**

- The payment will be done as per the quantities defined in the financial bid of this RFP.

The payments shall be made on the basis of the work completion report and bills submitted by the vendor and evaluated and approved by SSCL after site inspection.

## 9.2 Payment Schedule for Operation and Maintenance Phase

The Operations and maintenance phase will start as soon as Go-Live for the each phase occurs. The SI will be required to adhere to the SLA and provide post implementations support of warranty and O&M for a period of 5 years after implementation/Phase wise Go-Live.

S. No.	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	Time Schedule
1.	Year 1 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 1
2.	Year 2 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 2
3.	Year 3 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 3
4.	Year 4 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 4
5.	Year 5 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 5

Payment of Operations and maintenance phase will be made on quarterly basis (at completion of each quarter) based on the adherence to SLA, for the amount quoted for each respective year.

## 9.3 General Payment Guidelines

- a. The request for payment shall be made to the Authority in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b. Due payments shall be made promptly by the Authority, within 45 days after submission and acceptance of an invoice or request for payment by vendor
- c. The currency or currencies in which payments shall be made to the vendor under this Contract shall be Indian Rupees (INR) only.
- d. All remittance charges shall be borne by the vendor.
- e. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.



- f. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
- g. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations.

## 10. Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel (soft copy) in the following format.

Request for clarification				
Sl. No.	RFP Volume, Section	RFP Page No	Content of the RFP requiring clarification	Clarification Sought

## 11. Annexure 2 – Formats for submission of Pre-Qualification Bid

### 11.1 Pre-Qualification Bid Checklist

#	Description	Documents/ Format reference	Submitted (Y/N)	Documentary Proof (Page No.)
1	Bid Cover Letter	As per format mentioned in Section 11.2		
2	Particulars of the bidders including registration certificate	As per format mentioned in Section 11.3		
3	Financial Turnover	As per format mentioned in Section 11.4		
4	Power of attorney/board	As per format mentioned in Annexure 5		
5	EMD document	As per format mentioned in Annexure 4		
6	Bid processing fee (Non-refundable)	As per section fact sheet		
7	Project Experience	As per format mentioned in Section 11.9 of Annexure 2		
8	No blacklisting certificate	As per format mentioned in Section 11.6 of Annexure 2		
9	PAN documents	Copy of PAN documents		

#	Description	Documents/ Format reference	Submitted (Y/N)	Documentary Proof (Page No.)
10	GST registration	Copy of GST registration		
11	No Deviation Certificate	As per format mentioned in Section 11.7		
12	Total Responsibility Certificate	As per format mentioned in Section 11.8		
13	ESIC, PF Number	Copy of ESIC, PF certificate		

## 11.2 Pre-Qualification Bid Cover Letter

(To be submitted on the letterhead of the Bidder)

To

Chief Executive Officer,

Saharanpur Smart City Limited,

Gurudwara Road, Saharanpur, Uttar Pradesh

Subject: RFP for Appointment of Implementation Agency for Supply, Installation and Management of Digital Outdoor Full Color LED Display Panels in Saharanpur City

Ref: Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Selection of Vendor for Appointment of Implementation Agency for Supply, Installation and Management of Digital Outdoor Full Color LED Display Panels in Saharanpur City.

We attach here to our responses to pre-qualification requirements, Technical and Price Bids as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered client is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be disqualified from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP Document and also agree to abide by this RFP response for a period of 180 days from the date fixed for bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee bond in the form prescribed in the RFP.

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

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

Dated this Day of 2020

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the RFP response for and on behalf of:

(Name and Address of Company) seal/stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:

### 11.3 Particulars of the bidders

#	Description	Details (to be filled by the bidder)
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation/Registration date and number	
6.	Details of Company's Registration <b>(Please enclose copy of the company registration document)</b>	
7.	Name of Registration Authority	
8.	Registration Number and Year of Registration	
9.	GST/CST/LST/VAT registration No. (as applicable)	
10.	Permanent Account Number (PAN)	
11.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
12.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	

### 11.4 Financial Turnover

The financial turnover of the company is provided as follows:

Year	2016-2017	2017-2018	2018-2019
Annual Turnover			

- Copy of audited financial statements or declaration from the appointed statutory auditor/CA to be provided as proof of the financial turnover
- Audited Balance sheets, showing net worth for last three financial years(2018-2019,2017-2018,2016-2017). Copy of self-certified statutory auditor certificate/CA to be submitted along with the bid

### 11.5 Certifications

Provide copy of valid certification for ISO certifications as asked in Technical Evaluation Criteria section.

## 11.6 Declaration of Non-Blacklisting

*(To be provided on the Company letter head)*

Place

Date

To,

**Chief Executive Officer,  
Saharanpur Smart City Limited,  
Gurudwara Road, Saharanpur, Uttar Pradesh**

Subject: Self Declaration of not been blacklisted in response to the RFP for Appointment of Implementation Agency for Supply, Installation and Management of Digital Outdoor Full Color LED Display Panels in Saharanpur City

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

Dear Sir,

We confirm that our company or firm, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by any Central / State Government Department or Central/State Public Sector Units (PSUs), Government (Central / State / PSU/ World Bank/Asian Development Bank), Other Smart Cities, Local Bodies, Multi-Lateral agency organizations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:



## 11.7 No Deviation Certificate

*(To be provided on the Company letter head)*

Place

Date

To,

Chief Executive Officer,  
Saharanpur Smart City Limited,  
Gurudwara Road, Saharanpur, Uttar Pradesh

Subject: Self Declaration for No Deviation in response to the RFP for Appointment of Implementation Agency for Supply, Installation and Management of Digital Outdoor Full Color LED Display Panels in Saharanpur City.

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

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Specifications etc.) or Commercial in either direct or indirect form.

(Authorized Signatory)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

## 11.8 Total Responsibility Certificate

*(To be provided on the Company letter head)*

Place

Date

To,

Chief Executive Officer,  
Saharanpur Smart City Limited,  
Gurudwara Road, Saharanpur, Uttar Pradesh

Subject: Self Declaration for Total Responsibility in response to the RFP for Appointment of Implementation Agency for Supply, Installation and Management of Digital Outdoor Full Color LED Display Panels in Saharanpur City

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

Dear Sir,

This is to certify that we undertake the total responsibility for the defect free operation of the proposed project as per the requirement of the RFP for the duration mentioned in the RFP.

(Authorized Signatory)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

### **11.9 Self-certificate for Project execution experience (In Bidding Entity's Letter Head)**

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

Name of the Project	
Client's name, Contact No. and Complete Address	
Contract value for the Bidder (in Indian Rupees)	
Current status of the project (Completed/ Ongoing)	
Activities completed by bidding entity as on bid submission date (N.B only relevant activities as sought in the criteria to be included)	
Value of work completed for which payment has been received from the client	
Date of Start	
Date of Completion	

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal:

Date:

Note: Work Orders, Completion Certificates etc. shall be enclosed as per the RFP requirement.

## **12. Annexure 3 – Formats for submission of the Technical Bid**

### **12.1 General Instructions for the Technical Bid**

Bidders have to submit a very structured and organized Technical Bid, which will be analysed by the Technical/Evaluation Committee for compliances with regards to the requirements of the project. Since the Price Bid shall be opened for only those bidders who qualify the minimum criteria for technical bid evaluation, the quality and completeness of the information submitted by the Bidder will matter a lot while finalizing the technical scores.

Bidder is expected to divide its proposal in following Sections / Documents:

### **12.2 Bidder's Competence to execute the project**

This document should bring about the capability of the bidder to execute this project. Some of the required documents are as follows:

- Experience of Bidder in Executing Projects as per required formats and supporting documents;
- Other parameters as required

### **12.3 Technical Solution Proposed for the Project**

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

1. Describe the proposed Technical Solution in a structured manner. Following points should be captured in the same:
  - i. Clear articulation of the infrastructure design, technical solution and various components proposed in the bid including make/model of equipment's with sizing of infrastructure (including diagrams and calculations wherever applicable) proposed.
    - a. Justifications for selection of the proposed technology over other available options.
    - b. Extent of compliance to requirements specified in the scope of work
    - c. Technical Design and clear articulation of benefits to SSCL and other associated project stakeholders w.r.t. various components of the solution offered vis-à-vis other options available.
    - d. Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients.
    - e. Detailed Bill of Material for the solution proposed
2. Provide detailed approach and methodology for Pre-Implementation, Implementation & Post-Implementation periods.
3. Clearly articulate the Strategy and Approach & Methodology for installation, Configuration & Operationalization of all the key components of the project

4. Approach & Methodology for Management of operation, maintenance and cleanliness requirements specified in the RFP.
  5. Detailed Project Plan with timelines, resource allocation, milestones etc. in for supply, installation and commissioning of the physical infrastructure and related IT components for the project.
- A. Compliance Table to the Technical requirement /Specifications.**

**All mentioned documents shall have an index page with page numbers specified for all the key information / headers.**

***IMPORTANT NOTE:*** *The Bidders shall submit the Technical Solution Proposed and compliance to the min. specifications for the Project. The Bids submitted without these documents are liable to be rejected. The Technical/Evaluation Committee's decision shall be final and binding on all.*

## 12.4 Technical Bid Checklist

S. No.	Checklist Item	Format	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Covering Letter	As per format mentioned in Section 12.5		
2	Credential summary	As per format mentioned in Section 12.6		
3	Bidder's Experience	As per format mentioned in Section 12.7		
4	Project plan	As per format mentioned in Section 12.8		
5.	Resource Development Plan	As per format mentioned in Section 12.9		
6.	Curriculum Vitae	As per format mentioned in Section 12.10		
7.	Anti-Collusion certificate	As per format mentioned in Section 12.12		
8.	Detailed proposed solution	As per format mentioned in Section 12.13		
9.	Compliance to the benchmark/ minimum Specifications	As per format mentioned in Section 12.11		

## 12.5 Technical Bid Covering Letter

*(To be submitted on the letterhead of the Bidder)*

To

**Chief Executive Officer,  
Saharanpur Smart City Limited,  
Gurudwara Road, Saharanpur, Uttar Pradesh**

Subject: RFP for Appointment of Implementation Agency for Supply, Installation and Management of Digital Outdoor Full Color LED Display Panels in Saharanpur City

Ref: Tender No: <No> Dated<DD/MM/YYYY>

Sir/ Madam,

I (in case of single bidder) or We, <<name of the undersigned >>, having read and examined in detail all the bidding documents in respect of “Request for Proposal (RFP) for Appointment of Implementation Agency for Supply, Installation and Management of Digital Outdoor Full Color LED Display Panels in Saharanpur City” do hereby propose to provide our services as specified in the bid submitted by us.

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

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Authority, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Section 14.1 of the RFP.

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

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by Authority.

Thanking you,

Yours sincerely,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date

Place



## 12.6 Credential Summary

S. No.	Project Name	Client Name	Client Type	Project Value (In INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1.							
2.							
3.							
4.							

- Client type – Indicate whether the client is Government or PSU or Private
- Project Components – Indicate the major project components. (as per RFP defined scope)
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

## 12.7 Bidder's Experience- Client Citations

The credentials should be furnished in the following format for both Pre-Qualification and Technical Criteria. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's name, Contact No. and Complete Address	
Contract value for the Bidder (in Indian Rupees)	
Narrative description of project:	
Date of Start	
Date of Completion	
Activities undertaken by bidder	

## 12.8 Project Plan

A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

Activities Wise Timeline							
S. No.	Detailed work breakdown structure	Month Wise Program					
		1	2	3	4	5	.....
	<b>Project Plan</b>						
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						

**Note:** The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their bid.



## 12.10 Curriculum Vitae

1.	<b>Proposed Position:</b>				
2.	Name of firm				
3.	Name of the staff				
4.	Date of Birth				
5.	Nationality				
6.	Education	Qualification	Institute/ University	Degree Obtained	Year of passing
7.	Membership of Professional Associations:				
8.	Certifications and Trainings attended				
9.	Countries of work experience				
10.	Languages	For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing			
		Language	Reading	Writing	Speaking
11.	Employment Record	Employer	Position	From	To
12.	Detailed Task Assigned				
13.	Total No. of Years of Work Experience				
14.	Total No. of Years of Experience for the Role proposed				
15.	Relevant Work Undertaken that Best Illustrates the experience as required for the Role)				
16.	<b>Name of Assignment</b> <b>Year</b> <b>Location</b> <b>Employer</b> <b>Main Project Features</b> <b>Position held</b> <b>Activities Performed</b>				

**Certification**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Signature of the professional

Place:

### **12.11 Format for specifying Compliance to the benchmark / minimum Specifications**

Bidder is required to submit compliance to the required benchmark / minimum specifications for various components specified in the RFP.

This compliance would be needed in the following table for each of the line item against the benchmark specifications specified in this RFP.

#	Component	Unit of Measurement	Quantity Proposed	Make & Model	Compliance to Required Specifications? (Yes / No)
1.	.....				
2.	.....				
3.	.....				



## **12.12 Anti-Collusion Certificate**

*[Certificate should be provided on letter head]*

### **Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal (RFP) for Appointment of Implementation Agency for Supply, Installation and Management of Digital Outdoor Full Color LED Display Panels in Saharanpur City against the RFP Tender No :<No> Dated<DD/MM/YYYY> issued by Authority, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the bid.

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

### **12.13 Overview of Proposed Solution**

#### **Structure of Proposed Solution:-**

Bidders are required to provide a detailed approach & methodology to execute the entire project covering but not limited to:

- Bidder's approach and work plan respond to the objectives indicated in the Scope of Work.
- Bidder's exhaustive response to all the requirements of all the RFP
- Bidder conformance to the technical and functional specifications
- Project timelines, resource assignment, dependencies, risk and its mitigation

## 13. Annexure 4 – Formats for EMD and PBG

### 13.1 Format for Bank Guarantees (ABG & PBG)

**[On Appropriate Stamp Paper]**

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the Vendor”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Saharanpur Smart City Limited (hereinafter called “the Authority”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> 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 bidder 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 there under or of any of the contract documents which may be made between you and the Vendor 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 <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date \_\_\_\_\_

Place \_\_\_\_\_ Signature \_\_\_\_\_

Witness \_\_\_\_\_ Printed name \_\_\_\_\_

**(Bank's common seal)**

## 14. Annexure 5 – Format for PoA

### 14.1 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 or company with address of the registered office) hereby constitute, appoint and authorize Mr. or 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 RFP for the Project\_\_\_\_ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or 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.

Dated this the \_\_\_\_ day of \_\_\_\_ 2019

(Signature and Name of authorized signatory)

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(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:

- a. *To be executed by all the members individually.*
- b. *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.*

## 15. Annexure 6 – Format for Price Bid

### 15.1 Price Bid – Format 1

Sl #	Head	Amount (in INR)	Amount (in words)
1.	<b>Total CAPEX price</b> (Inclusive of all taxes, levies, duties, etc. as applicable)		
2.	<b>Total OPEX price</b> (Inclusive of all taxes, levies, duties, etc. as applicable)		
3.	<b>Total Project Cost (1 + 2)</b> (Towards the Design, supply, Implementation, operation and maintenance of the Project, inclusive of 5 years O&M of the Project from the Phase wise Go-Live as detailed in the Project scope, Inclusive of all taxes, levies, duties, etc. as applicable)		

#### 1. PRICE AND VALIDITY

- All the prices mentioned by us in this Price Bid are in accordance with the terms as specified in the RFP Documents. All the prices and other terms and conditions of this RFP are valid for a period of 180 calendar days from the date of submission of the Bid.
- We hereby confirm that our prices include all taxes, charges, levies etc. to be payable to various govt./non-govt./local authorities.
- We understand and agree that the finalization/selection of the System Integrator is solely on the basis of the LCS, subject to fulfilment of **eligibility criteria**.

#### 2. UNIT RATES

We also understand and agree that the unit rates of various components as per Format 2 of the Price Bid also should be quoted, without which the bid is liable to be rejected by the technical/evaluation committee. The decision of the committee shall be final and binding on all in this regard.

We have indicated in the Format 2 of the Price Bid, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work or quantities under the contract. We understand and agree that the unit rates will not be considered for evaluation, finalization/selection of the System Integrator under this RFP.

### **3. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidder. In case you require any other further information/documentary proof in this regard before evaluation of our RFP, we agree to furnish the same in time to your satisfaction.

### **4. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the RFP Document. The relevant unit prices are indicated in the Format 2 of the Price Bid.

### **5. CONTRACT PERFORMANCE BANK GUARANTEE**

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the RFP.

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

We understand that our response to the RFP is binding on us and that you are not bound to accept a RFP you receive.

## 15.2 Price Component for CAPEX & OPEX – Unit Rates

S_No	Items	Quantity	Unit Price (INR)	Price (INR)	Taxes (INR)	Total Cost (INR)
1	VMS board including VMS controller size 3000mm*1500mm*200 mm (minimum) with complete hardware and accessories as required + Mounting structure for VMS (as per site requirement & IRC guidelines) including UPS facility as per specifications	9				
2	Outdoor Digital Screen including Outdoor Speakers, Controller, having size 3.8 mtr. x 2.9 mtr. with complete hardware and accessories as required + Mounting structure for screen (as per site requirement & IRC guidelines) including UPS facility as per specifications	2				
3	Civil work & Installation Charges	11				
4	Server cost at ICCC	Lumpsum				
5	Content Management Software	Lumpsum				
6	Maintenance charges for year 1	1				
7	Maintenance charges for year 2	1				
8	Maintenance charges for year 3	1				
9	Maintenance charges for year 4	1				
10	Maintenance charges for year 5	1				
11	Electricity charges for year 1	1				
12	Electricity charges for year 2	1				
13	Electricity charges for year 3	1				
14	Electricity charges for year 4	1				
15	Electricity charges for year 5	1				
16	Deployed Resources for year 1	1				
17	Deployed Resources for year 2	1				
18	Deployed Resources for year 3	1				
19	Deployed Resources for year 4	1				
20	Deployed Resources for year 5	1				
21	Miscellaneous expenses for year 1	1				
22	Miscellaneous expenses for year 2	1				
23	Miscellaneous expenses for year 3	1				
24	Miscellaneous expenses for year 4	1				
25	Miscellaneous expenses for year 5	1				