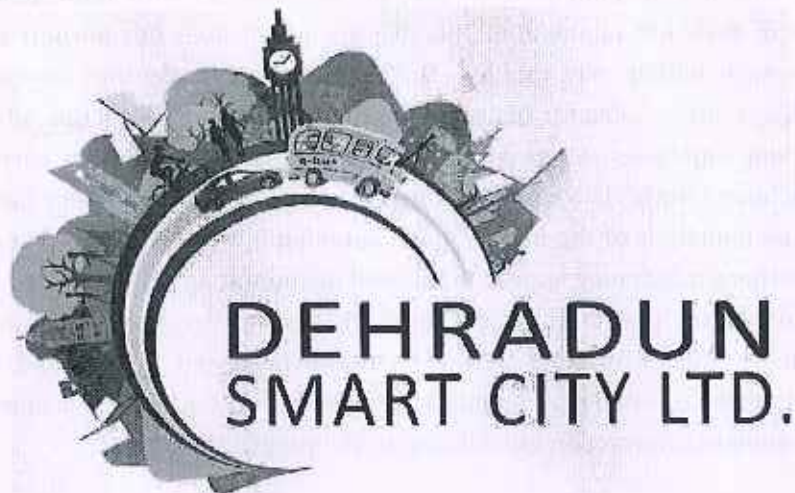


**REQUEST FOR PROPOSAL**  
**FOR SELECTION OF ADVERTISING AGENCY**  
**FOR DISPLAY OF ADVERTISEMENTS ON ELECTRIC BUSES OF**  
**DEHRADUN SMART CITY LIMITED**



**DEHRADUN SMART CITY LIMITED (DSCL)**

**777, Saatvik Tower, Rajender Nagar,**

**Kaulagarh Road, Dehradun, 248001, Uttarakhand, India**

**Ph: 0135-2750894, Fax: 0135-2750817**

**RFP No: 8953/DSCL/P&CM/EBus/2021-22**

**Issued on: 14/12/2021**

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### Disclaimer

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

This RFP document is not an Agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Bid submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for DSCL and their employees or Transaction advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

DSCL and their employees and Transaction advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf DSCL or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

DSCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information/clauses/articles in this RFP document. The information that DSCL is in a position to furnish is limited to this RFP only. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid/ Bid does not ensure selection of the Bidder as Contractor.

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## TABLE OF CONTENTS

S.No.	Contents	Page No.
1	Cover Page	1
2	Disclaimer	2
3	Table of Content	3
4	General Information	4
5	Data Sheet	5
6	Instructions to Bidders	8
7	Terms of Reference	14
8	Selection Criteria	18
9	General Conditions of Contract	21
10	Standard forms and document checklist	29
11	Form 1: Technical Proposal Submission Form	30
12	Form 2: Financial capacity of the Bidder	31
13	Form 3: Assignments of the Bidder	32
14	Form 4: Bidder's organization and experience	33
15	Form 5: Debarment / Non-Blacklisting	34
16	Form 6: Declaration of successful completion of work	35
17	Form 7 - Financial Proposal	36
18	Annexure I: Bank Guarantee Form for Performance Security	37
19	Annexure II: Power of Attorney	39
20	Annexure III: Bidder Information Sheet	40
21	Annexure IV: Declaration by the Bidders	41
22	Annexure V: Bid Security Declaration	42
23	Annexure VI: Anti Collusion Certificate	43
24	Annexure VII: Fraud and Corrupt Practice	44
25	Format for Pre-Bid Queries	45
26	Letter of Acceptance	47
27	Sample Agreement Form	47
28	List of ASCI guidelines for Bus Advertisement	49



## 1 General Information

The objective of the Smart Cities Mission, is to promote cities that provide core infrastructure and give a decent quality of life to its citizens, a **clean and sustainable environment and application of 'Smart' Solutions**. The focus is on sustainable and inclusive development and the idea is to look at compact areas, create a replicable model which will act like a light house to other aspiring cities. The **Smart Cities Mission of the Government is a bold, new initiative**. It is meant to set examples that can be replicated both within and outside the Smart City, catalysing the creation of similar Smart Cities in various regions and parts of the country.

It hopes to help promote cities as engines of economic growth through improvement in the quality of urban life by facilitating creation of quality urban infrastructure, with assured service levels and efficient governance and for creating economically vibrant, inclusive, efficient and sustainable urban habitats.

Dehradun, the capital city of Uttarakhand state is strategically located in the Doon valley with major air, rail and road connectivity. It serves as gateway for the key tourist destinations of state. Dehradun, has been successful in the competition for implementation of smart solutions in the first phase on the basis of its Smart City Proposal (SCP) and is part of the 100 cities chosen for implementation of the program. Electric vehicles are about three times more energy efficient than vehicles with internal combustion engines.

DSCL shall be managed by **Chief Executive Officer, Dehradun Smart City Limited** (hereinafter called "Client"/Authority/Employer). The Client desires to take up a project for "**Display of Advertisements on Electric Buses of Dehradun Smart City Limited**".

The Client invites Technical and Financial Bids from eligible Bidders (the "Proposals") for "**RFP for Selection of an Advertising Agency for Display of Advertisements on Electric Buses of Dehradun Smart City Limited**". The Bidder shall be responsible for entire scope of work as further detailed in the RFP. The Client intends to select the Bidder through an open competitive process in accordance with the procedure set out herein.

The Request for Proposal (RFP) document can be downloaded from e-procurement website <https://www.uktenders.gov.in> OR DSCL Website [www.smartcitydehradun.uk.gov.in](http://www.smartcitydehradun.uk.gov.in) Key dates for this RFP are given in Data Sheet.

The Client reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

Issuing Authority:

**Chief Executive Officer,**  
Dehradun Smart City Limited  
777, Saatvik Tower, Rajender Nagar,  
Kaulagarh Road, Dehradun, 248001.  
Ph: 0135-2750894, Fax: 0135- 2750817

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*[Signature]*



## 2 Data Sheet

1.	Bid Ref No.	<u>8953/DSCL/P&amp;CM/EBus/2021-22</u>
2.	Name of the Bid	<b>RFP for Selection of an Advertising Agency for Display of Advertisements on Electric Buses of Dehradun Smart City Limited</b>
3.	Method of selection	Technically Qualified Highest Cost H-1 Bidder (Responsive Highest Advertising Fees quoted by Bidder)
4.	Availability of RFP	The RFP document for this work shall be available in the website <a href="https://uktenders.gov.in">https://uktenders.gov.in</a> from 15/12/2021 at 12.00 hrs.
5.	Last date for downloading of Bid document from the E-procurement platform: <a href="https://uktenders.gov.in">https://uktenders.gov.in</a>	30/12/2021 up to 1300 Hrs.
6.	Last date and time for Bid submission/uploading of Bid in E-procurement platform	30/12/2021 up to 1500 Hrs. The scan copy of the RFP document fees (Non-Refundable), EMD/ Bid Security Declaration, Affidavit shall also be uploaded with technical bid on the e-procurement website.
7.	Submission of original documents i.e. RFP Document Fees and Bid Security declaration /EMD, Affidavit etc.	30/12/2021 up to 1700 Hrs Address for submission of original documents: Dehradun Smart City Limited, 777, Saatvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India, Ph: 0135-2750894, The hard copy of EMD/Bid Security Declaration and bid processing fee shall be submitted at the address mentioned below before the bid submission deadline. Any submission after the deadline shall not be accepted. In case of exemption of EMD and Bid processing fee to MSMEs, a valid MSME certificate must be submitted in hard copy at the address mentioned below before the bid submission deadline. Any submission after the deadline shall not be accepted.
8.	Pre Bid Meeting	<b>Date: 21/12/2021 at Time: 1100 hrs</b> <b>Pre-Bid Queries</b> Bidder shall have to email their queries in the format provided in the RFP in excel sheet to <a href="mailto:agmproc-dscl@uk.gov.in">agmproc-dscl@uk.gov.in</a> on or before 18/12/2021 up to 1700 Hrs. <b>Venue of Pre-Bid Conference</b> Conference Hall, Dehradun Smart City Limited, 777, Saatvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India, Ph: 0135-2750894

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9.	Date and Time of opening of Technical Bids	The Technical Bids will be opened online by the committee of DSCL on <b>31/12/2021 at 1100 Hrs</b> in DSCL office.
10.	Date and time of opening of Financial Bids	Shall be informed later to Technically qualified bidders.
11.	Addendum/ Corrigendum	Any Addendum/Corrigendum will be published on website <a href="https://uktenders.gov.in">https://uktenders.gov.in</a> and/or <a href="https://smartcitydehradun.uk.gov.in">https://smartcitydehradun.uk.gov.in</a>
12.	Tender Fee	Non-Refundable INR 5000/- (INR Five thousand only)+ GST @18% extra (Total INR 5900/-) Demand Draft drawn in favour of "Chief Executing Officer, Dehradun Smart City Limited" Exemption will be granted to MSME registered firms/agencies as per MSME order no. 1543/VII-3-19/143-Udhog/2003 dated 20-08-2019. Scanned copy of the document to claim exemption will have to be uploaded by the bidder during bid submission.
13.	Earnest Money Deposit (EMD) / Bid Security Declaration	Bid Security Declaration: The bidder will have to submit "Bid Security Declaration" as per GO letter No. 121 (1)/XXXVII(7)/21-32/2007 dt. 29/04/2021 in the format attached as Annexure-V in the RFP. Exemption will be granted to MSME registered firms/agencies as per MSME order no. 1543/VII-3-19/143-Udhog/2003 dated 20-08-2019. Scanned copy of the document to claim exemption will have to be uploaded by the bidder during bid submission.  The following conditions are applicable: 1. Bids submitted without Bid security declaration will be rejected as non-responsive and will not be considered for further evaluation (except as provided above for MSME wherein it has been granted exemption);
14.	Performance Security	The bidder shall be required to deposit an amount equal to 3% of the contract value of the work as performance Security in the form of irrevocable bank guarantee (Annexure I) from any Nationalised/scheduled commercial bank in India within 7 days of the issue of the LOA. In case bidder fails to submit the required performance Security within the stipulated time mentioned above, the EMD of the bidder will be forfeited and the LOA will be cancelled The performance Security must be valid for a period of 60 days beyond the date of all contractual obligations of the supplier/bidders, including warranty obligations, if any,

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15.	Submission of Technical and Financial proposals	Technical bid is to be uploaded online in single stage, as per instructions for online submission and financial proposal is to be filled online only. Any reference to financial proposal in the technical proposal will result in rejection of bidders proposal summarily.
16.	Name of the Client's representative for addressing queries and clarifications	1. Mr. Abhishek Kumar Anand, (Finance Controller), Mob: +91 8449092728.  Dehradun Smart City Limited, 777, Saatvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India, Ph: 0135-2750894 Email: <a href="mailto:fincon-dscl@uk.gov.in">fincon-dscl@uk.gov.in</a> & <a href="mailto:agmproc-dscl@uk.gov.in">agmproc-dscl@uk.gov.in</a>
17.	Proposal Validity Period	120 days from the date of opening of technical proposals
18.	Project Duration	03 (three) years from the date of contract signing.
19.	Proposal Language	English
20.	Proposal currency	INR
21.	JV/Consortium	JV not allowed

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### **3 Instructions to Bidders**

#### **3.1 General instructions**

##### **3.1.1 Number of Proposals and respondents**

3.1.1.1 No Bidder shall submit more than one (1) Proposal, in response to this RFP and bidders who have submitted multiples bids are liable to be rejected

##### **3.1.2 Proposal preparation cost**

3.1.2.1 The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.

3.1.2.2 Bidders are required to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them. By submitting the bid, the bidder acknowledges that it has submitted the bid after careful evaluation and understanding of ground conditions and applicable rules and regulations

3.1.2.3 All papers submitted with the Proposal are neither returnable nor claimable.

##### **3.1.3 Right to accept and reject any or all the Proposals**

3.1.3.1 Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

3.1.3.2 Client reserves the right to reject any Proposal at any time, a material misrepresentation is made or discovered.

3.1.3.3 Bidders are encouraged to acquaint themselves fully about the assignment and the local conditions before submitting the RFP Proposal by paying a visit to the Client and the Project site, sending written queries to the Client, and attending a Pre-Proposal Conference.

3.1.3.4 Bidders requiring any clarification on the RFP may send their queries to the Client in writing in excel format before the date mentioned in the Schedule of bidding process. The queries will be sent only by email at the mail id provided in communications details in the Data Sheet with subject clearly written the following identification:

\*Queries/Request for Additional Information concerning <Name of the RFP >

3.1.3.5 The Client shall endeavour to respond to the queries within the period specified therein but no later than [7] [(seven) days] prior to the Proposal Due Date. The responses will be uploaded on the Official Website.

3.1.3.6 The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 3.1.4 shall be construed as obliging the Client or his Authorised Representatives to respond to any question or to provide any clarification.

##### **3.1.4 Amendment of the RFP**

3.1.4.1 At any time prior to the Proposal Due Date, the Client, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <https://www.uktenders.gov.in> through a corrigendum and form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the Client or his Authorised Representatives shall not be responsible for it.

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3.1.4.2 In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Client may, at its own discretion, extend the Proposal Due Date.

### 3.1.5 Data identification and collection

3.1.5.1 It is required that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

3.1.5.2 It would be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination and accepted the RFP in totality.
- Received all relevant information requested from Client and:
- Made a complete and careful examination of the various aspects of the Scope of Work.

3.1.5.3 Client or his Authorised Representatives shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

## 3.2 Preparation and submission of Proposals

### 3.2.1 Language and currency

3.2.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

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

### 3.2.2 Proposal validity period and extension

3.2.2.1 Proposals shall remain valid for a period of 120 days from the opening of technical proposals ("Proposal Validity Period") and Client may solicit the Bidder's consent for extension of the period of validity, if required. Client reserves the right to reject any Proposal, which does not meet this requirement.

3.2.2.2 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Client may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

### 3.2.3 Format and signing of Proposals

3.2.3.1 The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

3.2.3.2 Bidders should provide all the information as per the RFP and in the specified formats. Client reserves the right to reject any Proposal that is not in the specified formats.

3.2.3.3 In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

### 3.2.4 Submission of e-bid/Proposal

3.2.4.1 The bid submission module of e-procurement website <https://www.uktenders.gov.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Client. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP

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schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

**3.2.4.2** 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.

**3.2.4.3** Bidder should read each and every rules/regulations for uploading the bid on the e-procurement portal.

**3.2.4.4** Client reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

**3.2.5 Deadline for submission**

**3.2.5.1** E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <https://www.uktenders.gov.in> no later than the time specified on the Proposal Due Date. The Client may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Client and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

**3.2.6 Late submission**

**3.2.6.1** The server time indicated in the bid management window on the e- procurement website <https://www.uktenders.gov.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

**3.2.7 Withdrawal and resubmission of Proposal**

**3.2.7.1** At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <https://www.uktenders.gov.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

**3.2.7.2** No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.

**3.2.7.3** The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <https://www.uktenders.gov.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

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3.2.7.4 The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

3.2.7.5 No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

### 3.2.8 Selection of the Bidder

3.2.8.1 From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Client or his Authorised Representatives, on any matter related to their Proposal it should be done in writing. Any effort by the Bidders to influence any officer or bearer of the Client in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

### 3.3 Proposal opening

After the technical evaluation, the Client shall prepare a list of prequalified Bidders in terms of Clause 4.1 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Client will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

Bidders are advised that selection shall be entirely at the discretion of the Client. Bidders shall be deemed to have understood and agreed that the Client shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

#### 3.3.1 Opening of Proposals

3.3.1.1 Client or his Authorised Representatives will open all technical e-bids/Proposals, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the Client office.

3.3.1.2 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Client, the e-bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure to submit the RFP fee with their technical proposal, as mentioned in Data Sheet, within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

3.3.1.3 The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Client at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

3.3.1.4 The Client will prepare minutes of e-bid/Proposal opening.

#### 3.3.2 Confidentiality

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

3.3.2.2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation, and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

#### 3.3.3 Tests of responsiveness

3.3.3.1 During the Test of responsiveness/evaluation of proposal, the following definitions apply:



- (a) "Deviation" is a departure from the requirements specified in the RFP Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP Document

**3.3.3.2** A substantially responsive Technical Bid is one that meets the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- a. if accepted, would:
  - i. affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - ii. limit in any substantial way, inconsistent with the RFP Document, the Client's rights or the Bidder's obligations under the proposed Contract; or
- b. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

**3.3.3.3** The Client shall examine the technical aspects of the Bid submitted in accordance with clause 3.3.3.4, in particular, to confirm that all requirements of Terms of Reference have been met without any material deviation or reservation

**3.3.3.4** The Proposals shall be considered responsive if:

- a) It is received by the due date and time including any extension thereof pursuant to the Data Sheet.
- b) It contains all information as desired in this RFP.
- c) Information is provided as per the formats specified in the RFP.
- d) It mentions the validity period as set out in Data Sheet.
- e) Bids are accompanied with Tender Fee and Bid Security Declaration as specified in the Data Sheet of this RFP.
- f) The bid is unconditional. Conditional bids will not be accepted.

**3.3.3.5** If a Proposal is not substantially responsive to the requirements of the RFP Document, it shall be rejected by the Client and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

#### **3.3.4 Clarifications sought by Client**

**3.3.4.1** To assist in the process of evaluation of Proposals, Client may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

#### **3.3.5 Proposal evaluation**

**3.3.5.1** Submissions from Bidders would first be checked for responsiveness as set out in Clause 3.3.3. All Proposals as per form 1 found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in Clause 5.1 of this RFP.

**3.3.5.2** During the evaluation of Price Bids, the Client shall correct arithmetical errors, if any, on the following basis:

- a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the

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decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**3.3.5.3** If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified, and its bid security may be forfeited.

**3.3.5.4** The Proposal containing the Technical Details in Clause 5.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

**3.3.5.5** The Client reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders

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#### 4 Terms of reference

##### 4.1 General

The Terms of Reference (the "TOR") and the scope of the Bidder for this assignment are specified hereinafter.

##### 4.2 Objective

The authority aims for leasing of advertisement rights for the display of advertisement on the Electric Buses under D.S.C.L. Operation (Presently 10 Buses in operational and 20 new buses to be added in December 2021) Total No. of Buses are 30 Nos.

##### 4.3 Detailed Scope of Work

The scope includes display of advertisement, Installation and Operation & Maintenance of advertisements on the Electric Buses under D.S.C.L. Operation as detailed in the BoQ in this RFP. The supply and installation of goods shall be strictly in compliance with the specification and terms & conditions as specified in the RFP.

The scope of work for display of advertisement on Electric buses of Dehradun Smart City Limited is given below:

- I. Buses available at present - 10 Nos.
- II. Buses available after December 2021 (expected) - 20 Nos.
- III. Proposed location of advertisement in buses: a) Outside of bus, b) Inside of bus

##### **Specification of the Advertisement Boards:**

The maximum space shall be available for fixing and painting advertisement panels on each Electric bus is 12.8744 m<sup>2</sup> as follows:

- I. Outside advertisement in buses:
  - a. Back panels area = 1.5680 m<sup>2</sup>
  - b. Side panels area of right side = 3.2224 m<sup>2</sup>
  - c. Side panels area of left side = i) Front = 1.4169 m<sup>2</sup> ii) Back = 2.9900 m<sup>2</sup>
- II. Inside advertisement in buses:
  - a. Handrails 24 nos. in each bus area = 0.1512 m<sup>2</sup>
  - b. Passenger seatback (20 seat in each bus) area = 1.224 24 m<sup>2</sup>
  - c. Ducts 2 nos. front side of bus both left and right area = 0.872 m<sup>2</sup>
  - d. Ducts 2 nos. back side of bus both left and right area = 0.7076 m<sup>2</sup>
  - e. Ducts 2 nos. double door side black box area = 0.492 m<sup>2</sup>
  - f. Display 1 nos. hand railing back side area = 0.1628 m<sup>2</sup>

As on now the number of buses 10 available in Dehradun for the display of advertisement on back panel, both sides panels and inside of each bus, will be covered under this contract. No. of new buses are 20 which may be added in December 2021. Total No. of buses are 30. Therefore, before quoting rates the bidder should be clear in his mind about the exact No. of buses display & advertising.

##### **Operation and Maintenance**

##### **Minimum Operation and Maintenance Requirement but not limited to:**

- a) Complete Operation and maintenance of the different types advertisement boards installed by the Bidder.



- b) Employee schedule and details of the work plan should be provided to the Client prior to commencement of Installation work.
- c) To ensure proper erection, high quality printing materials and equipment should be used. Use of sub-standard materials and equipment must not be used.
- d) Routine supervision and maintenance to be undertaken. Damaged parts of the infrastructure, or any relevant component shall be replaced or repaired instantly on such event. For this purpose, it is advised that the Bidder maintains sufficient inventory of similar parts for uninterrupted replacement and repairing services.

#### 4.4 Payment of Licence Fee:

- I. The bidder shall pay licence fee to the D.S.C.L. in advance in monthly instalments before the 10<sup>th</sup> day of the commencement of each month. The first instalment shall become payable immediately at the time of execution of the agreement and subsequent instalments shall be payable by the 10<sup>th</sup> day of the commencement of each month made by demand draft drawn on a scheduled Bank payable at Dehradun only.
- II. Permission may be granted at the option of the CEO, DSCL or any officer authorized by him to deposit the Licence Fee late.
- III. In case the payment of monthly licence fee along with late deposit fee @5% as stated in (ii) above is not received within a period of 10 days, the CEO shall be at liberty to terminate the contract and the amount of security deposit as stated in clause No. (7) will be forfeited. Also bidder can be debarred/blacklisted without giving any notice to the bidder.
- IV. A bidder may opt for total payment in single instalment at the starting of contract. If all other things are equal preference will be given to the bidder who offers full payment in advance at once.
- V. The License Fee for the second year shall be incremented by 10% on the annual license fee of first year. The license fee for third year shall be incremented by 10% on the license fee payable for second year.
- VI. The License Fee shall be charged on pro rata basis at the applicable/prevaling rate of License Fee per sqm per month.

#### 4.5 Commencement and period of contract:

The contract for display of advertisement may commence from the date as specified by the D.S.C.L. The contract will be initially for three years from the date of agreement. The period of the contract can be extended prior to the date of expiry of contract for another period by mutual consent in writing and subject to revision of rates for the extension period @10% annual increment.

#### 4.6 Fixation of Advertisement Boards on Buses:

- 1) The bidder shall totally be responsible for the fabrication of back/side panels to be displayed at the back/side of the buses. He shall also be responsible for bringing of panels at his own expenses to the buses depot concerned for display thereof. The fixation and removal of the panels will be the sole responsibility of the bidder.
- 2) While fixing the panels, the bidders shall take due care so that no damage whatsoever is caused to the bus or to the D.S.C.L. property. The panel will have to be fixed according to the space with the help of bolts provided on the buses for that purpose. The panels should not be in a disfigured or in shabby condition etc. In case the bolts and brackets are found missing of a bus(es), the bidder shall bring this fact into the notice of the authorized officer of the D.S.C.L. for getting the same fixed within a reasonable time but not later than a week. The bidder will remove his advertisement panel/painting from those buses. Which will be detained



for motor vehicle inspection. The Corporation will not entertain any claim submitted by the bidder on this account.

- 3) Fixation/ removal of advertisement panel and painting of advertisement will be carried out by the bidder or his authorized representative. For painting of advertisements information shall be sent to the DSCL one day in advance and in that case, buses will be parked separately at places where there is adequate light and space for workers movement.
- 4) The D.S.C.L. will not be responsible for peeling of any sticker, poster, or any other writing or defacing of the advertisement by any third person. It will be the responsibility of the bidder to maintain his advertisement board(s) if found unrepresentable and spoiling the look the sole agent shall get the same renewed/repeated immediately failing which the D.S.C.L. will have the right to remove the same. No claim on account of such action will be entertained.
- 5) Efforts will be made to explore possibilities of providing adequate space to the bidder for storing the panels. He shall be responsible to ensure the safe storing of his advertising boards and other materials. The D.S.C.L. will not be responsible for the loss/damage of these items under any circumstances.

**4.7 Correction of defects:**

Any defect in work or service reported by the Client or its authorized representative shall be corrected within specified time as provided below.

The cost of erasing the advertisement from the body of the buses and their repainting in accordance with D.S.C.L. colour scheme will be borne by the bidder. In case the bidder fails to repaint the buses by defacing advertisement in accordance with the colour scheme, the same will be carried out by the D.S.C.L. at the cost of the bidder. The cost including overhead charges so worked out by the D.S.C.L. will be final and binding on the bidder.

**4.8 Detention of Buses:**

The D.S.C.L. shall not allow any rebate for actual detention of buses on road or in depot on account of breakdown, accident or for any other reasons beyond the control of the D.S.C.L.

**4.9 Approval of Advertisement matter:**

The bidder shall on each occasion obtain prior approval of the CEO or his authorized representative in the matter of advertisements proposed to be displayed and if any advertisement of an objectionable nature is by an oversight or otherwise accepted and displayed, the CEO or his authorized officer shall have the right of removing immediately such advertisement and discontinuing the display thereof on written notice to that effect to the bidder without the D.S.C.L. having to pay any compensation thereof. The discretion of the CEO or his authorized officer to allow or not, any advertisement shall be final and binding on the bidder.

**4.10 Objectionable advertisement:**

The display of advertisement shall be as per the guidelines of Advertisement Standards Council of India (ASCI) for Bus Advertisement or any govt. rule in this regard. The list of guidelines is given in RFP document. In case any display or advertisement is objected to by any competent public authority, the CEO D.S.C.L. or his authorized representative shall have the right to remove such advertisement forth with at the cost of the bidder and the D.S.C.L. shall not be liable to pay any refund / damage or claim thereon. The bidder will, however, be permitted to display any other advertisement in lieu thereof.

**4.11 Bidder's responsibility for all claims, actions, losses etc:**

In case any liability accrues or arises out of any claims/ disputes against any advertisement by any third party the entire liability, claim, action for loss shall rest on the bidder who alone shall be



responsible for all such claims/ liabilities/ settlements/ disputes and D.S.C.L. shall be absolved of any responsibility on such account.

**4.12 CEO authority to recover the cost in case of any default:**

If the bidder shall neglect or fail to do anything which they have agreed to do under the present contract the CEO or any other authorized person may serve a notice on the bidder asking him to do the thing agreed upon as aforesaid and on their neglect failure to do as directed, cause the same to be done and recover the cost thereof from the bidders without prejudice to any other rights, the CEO may have on account of such default.

In the event of the bidder and if bidder is firm, any partner of the bidder, being adjudged insolvent or bankrupt or makes an assignment for the benefit of creditors, the CEO D.S.C.L. or his authorized representative will have a right to give 10 days' notice of the bidder (and on the completion of such period of 10 days), the contract shall stand terminated with the same force and effect as if such date was the date for the expiration of original contract.

**4.13 Removal of Advertisement on expiry of contract:**

The bidder will remove the advertisement boards/display from the buses after the expiry of the contract. However, reasonable time can be granted by the D.S.C.L. to complete the work done with the condition that:

- a. The bidder will have to pay normal rental charges up to the day of the advertisement is actually removed.
- b. If any advertisement board or painting is found displayed on the buses even after the expiry of the contract the bidder will have to pay 1.5 times the normal rental charges from the date of expiry of contract up to the day the advertisement is actually removed.
- c. If the removal of the advertisement board/ display is not done within the above stipulated time CEO D.S.C.L. or his authorized representative shall have the right to remove the same at the cost of bidder without notice. If the bidder gets the advertisement defaced within the time period as stipulated by clause (a) or (b), he will send written information of the same verified by the concerned Nodal Officer of D.S.C.L. along with date of defacing immediately.

**4.14 Indemnity**

It shall be deemed that by submitting the bid, the bidder agrees and releases the Client its employees agents and advisors, irrevocably, unconditionally, full and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect whether actual or contingent, whether present or future. Further, it shall also indemnify for any claim with respect to infringement of Intellectual Property Rights and associated costs.

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## 5 Selection Criteria

### 5.1 Eligibility criteria

The Bidders must carefully examine the below mentioned Eligibility Criteria. The Bidder has to meet all the Eligibility criteria set out in this clause to be eligible for technical evaluation.

**The bidder shall submit hard copies for Criteria 1 and 2 in the table appended below and affidavit if any. Documents for remaining criteria shall be submitted online. It may be noted that the scanned copy of the uploaded documents must be clear and legible.**

The Bidders meeting all criteria mentioned in table herein shall be termed as Eligible Bidders.

#	Eligibility Conditions
1.	Submit Tender Fee in hard copy before the end date of submission of bid in the manner prescribed in the RFP
2.	Submit EMD / Bid Security Declaration as per GO letter No. 121 (1)/XXXVII(7)/ 21-32/2007 dt. 29/04/2021 in hard copy before the end date of submission of bid in the manner prescribed in the RFP.
3.	The Bidder should be a Company registered under the Companies Act 1956 or 2013 or any amendment thereof or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 or a Proprietorship or a Registered Trust/ NGOs <i>(Bidder shall submit Registration/incorporation certificate)</i> <i>Copy of GST registration Certificate (if applicable)</i> <i>Copy of PAN card/AADHAR card</i> <i>MSME certificate (if applicable)</i> <i>Articles of association (if applicable)</i> <i>Partnership Deed ( If applicable)</i>
4.	The Bidder should have annual average turnover of minimum INR 3.00 Cr. in the last two consecutive financial years (2019-20, 2020-21) Certificate from CA and Annual Audited Statements of Accounts and ITR for last two FY (Only Balance Sheet, Profit Loss Statement and ITR to be submitted)
5.	Bidder must have a positive net worth as on the date of last audited balance sheet. CA certificate must be submitted in this regard.
6.	Bidder should have experience of Advertising work. Copy of work order/ Letter of award/ Work agreement to be submitted.
7.	The bidder should have Capability Maturity Model Integration (CMMI) Certification. (Copy of CMMI certificate to be submitted)
8.	Any entity which has been debarred/blacklisted by the Central Government, any State Government, or a public sector undertaking, as the case may be, from participating in any project, would not be eligible to submit Bid. <i>(An undertaking as per form 5)</i>

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#	Eligibility Conditions
9.	The Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. An undertaking (Self Certificate) is to be submitted for the same. <i>(An undertaking as per form 6)</i>
10.	Declaration by the bidder – Annexure IV
11.	ANTI-COLLUSION CERTIFICATE - The bidder should have submitted an undertaking (Self Certificate) in this regard as per Annexure VI.
12.	Fraud & Corrupt practices declaration by the bidder – Annexure VII

## 5.2 Evaluation

### 5.2.1 Technical evaluation:

The Bidders who meet the criteria listed in clause 5.1 above shall be the "Technically Qualified" for the work.

### 5.2.2 Financial evaluation:

Financial proposals (as per form 7) shall be opened for only the Technically Qualified Bidders.

Bidders shall be required to quote rates for the complete scope of work.

The Bidder shall quote on rate against the items mentioned in the BoQ.

The following steps shall be followed:

- The Proposal of the Bidders would be evaluated based on the Highest Advertising Fee quoted per month basis as mentioned in Form-7, which shall be payable monthly in advance by the Bidder to DSCL in terms of the Advertising Agreement/RFP. The Payment mechanism for the Advertising Fee shall be as per the Advertising Agreement/RFP.
- Financial proposal of all Shortlisted Bidders shall be evaluated, and a comparative list shall be prepared with the Bidder quoting the highest Advertising Fee shall be given the highest rank of H1. Based on evaluation of Proposals, DSCL shall declare the H1 Bidder as the Successful Bidder.
- In the event that two or more Bidders quote the same highest Advertising Fee, DSCL may declare the bidder having higher turnover in the last two financial years.
- In case H-1 disagrees to pay highest Advertising Fee, H-2 shall be asked match the highest Advertising Fee. The process shall continue until a bidder agrees to supply orders at highest Advertising Fee.

## 5.3 Allocation of work

The orders shall be placed to H1 bidder quoting the Highest Advertising Fee per month basis.

The Tender Inviting Authority reserves the right to reject the received bid(s) at any time before the award of the contract without stating any reasons to concerned bidders. As per Uttarakhand procurement rules 2017, if at any time before the acceptance of tender, the Tender Inviting Authority

receives information that the tenderer who has submitted tender has been banned by any procuring entity, the Tender Accepting Authority shall not accept the tender of that tenderer even if it may be the lowest tender.

Prior to the expiration of the period of proposal validity, the Client shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted.

#### 5.4 Signing of Contract

- a. The Client shall send the copy of Contract within 7 days of the issuance of LOA to the Successful Bidder for making necessary arrangement for stamp papers and requisite annexures/details to be incorporate. The Successful Bidder shall bear the cost related to execution of the Contract.
- b. The Successful Bidder shall provide the executed copy of Contract (without any deviations and in accordance with the terms of the RFP) within 4 days of submission of PBG.
- c. The Client shall sign the Contract within 2 days of receipt of the executed copy of Contract from the Successful Bidder.
- d. In case of failure of the Contractor to execute the Contract within the stipulated time, the LOA will be cancelled and the EMD will be forfeited.
- e. In case of failure of the Client to execute the Contract, the Contractor may, with the prior approval of the client, start the work on the basis of LOA.

#### 5.5 Performance Security

Within seven (7) days of the receipt of notification of award from the Client, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section 7 (Standard Forms).

Note: CEO, DSCL reserves the right to change the period/timelines.



## 6 General Conditions of Contract (GCC)

### 6.1 General conditions

#### 6.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means all laws and other instruments having the force of law in India and are 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
- b) "Authorised Representatives" shall have the meaning set forth in Clause 6.1.5
- c) "Bidder" means any private or public entity that will provide the Services to the Client under the Contract.
- d) "Tender Fee" shall mean the fee as specified in the Data Sheet
- e) "Client" means the "Chief Executing Officer, Dehradun Smart City Limited" with which the Bidder signs the Contract for the Services
- f) "Client's Representative" shall mean Representative(s) appointed by client.
- g) "Contractor" means the successful bidder to whom the Contract has been awarded.
- h) "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- i) "Confidentiality" shall have the meaning set forth in Clause 6.2.8
- j) "Dispute" shall have the meaning set forth in Clause 6.2.14
- k) "Eligibility" shall mean the Eligibility Criteria as specified in Clause 5.1
- l) "EMD" means Earnest Money Deposit
- m) "Government" means the Government of Uttarakhand.
- n) "Key Dates" shall mean the dates specified in the Disclaimer and the Data Sheet
- o) "LOA" means Letter of Award
- p) "Official Website" means <https://www.uktenders.gov.in>
- q) "Party" means the "Client or the Contractor" as the case may be, and "Parties" means both of them
- r) "Personnel" means professionals and support staff provided by the Contractor assigned to perform the Services or any part thereof
- s) "Proposal Due Date" shall mean the date as specified in the Data Sheet
- t) "Proposal Validity Period" shall have the meaning set forth in Clause 3.2.2
- u) "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Client interested in procurement of a commodity, service, or valuable asset.
- v) "Nationalised/Scheduled Commercial Bank" means Banks specified in the RBI Act, 1934 and amendments thereof



- w) "Services" means the work to be performed by the Contractor pursuant to the Contract.
- x) "Days" are calendar days; months are calendar months

#### 6.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Contract/Agreement.
- (b) Letter of Acceptance,
- (c) Contractor's Bid,
- (d) RFP
- (e) Activity Schedule.

Any other document listed in the contract data as forming part of the Contract.

These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and/or special specifications, if any.

#### 6.1.3 Language and Law

The RFP, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client, shall be written in English. Supporting documents and printed literature that are part of the RFP may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the RFP, such translation shall govern. The law that applies to the Contract is the law of India

#### 6.1.4 Notices

- 6.1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. A notice shall be effective only when it is delivered. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.
- 6.1.4.2 A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

#### 6.1.5 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Contractor may be taken or executed on their behalf by the officials specified in the Contract.

#### 6.1.6 Taxes.

Goods and Service Tax shall be exclusive of price quoted by the Bidder which will be paid by the Client additionally on the amount agreed as part of this Contract as per the applicable rates. All other taxes and duties shall be included in the price quoted by the Bidder.

#### 6.1.7 Fraud and Corruption

- 6.1.7.1 Government of Uttarakhand requires the Client, as well as Contractors, Subcontractors, manufacturers, and Consultants; observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Client:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows



- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
  - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
  - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and.
- (b) will sanction a firm or an individual, at any time, in accordance with Government of Uttarakhand's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Government of Uttarakhand-financed or Government of Uttarakhand-administered activities or to benefit from an Government of Uttarakhand-financed or Government of Uttarakhand-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices

#### 6.1.7.2 Measures to be taken

The Client will cancel the Contract if representatives of the Contractor are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

#### 6.1.8 Insurance

6.1.8.1 The Contractor shall provide, in the joint names of the Client and the Contractor, insurance cover from the Start Date to the end of the contract Period, in the amounts and deductibles mentioned hereunder for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials: *Full Replacement cost*
- (b) loss of or damage to Equipment/goods: *Full replacement/repair cost*
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract: *Full replacement/repair cost*

The minimum insurance cover for Third Party Liability Insurance injury is Rs. 1.00 lakh and death are Rs. 5.00 lakh per occurrence with the number of occurrences limited to four. After each occurrence, Contractor will pay additional premium necessary to make insurance valid for four occurrences always

6.1.8.2 The Contractor shall at its own cost obtain and maintain all the requisite insurance for the Scope of work including goods and services. Policies and certificates for insurance shall be delivered by the Contractor to the Client for the Client's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.



### 6.1.9 Laws to be abided by Contractor

6.1.9.1 The Contractor shall also comply with the provisions of all Acts, Laws, any Regulation or Bye Laws and modifications thereof of any Local or other Statutory Authority applicable in relation to the execution of works such as:

- i) Payment of Wages Act, 1936 (Amended)
- ii) Minimum Wages Act, 1948 (Amended).
- iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
- v) Employer's Liability Act 1938 (Amended)
- vi) Maternity Benefit Act. 1961 (Amended)
- vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
- viii) The Industrial Disputes Act. 1947 (Amended)
- ix) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof.
- ix) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The list is indicative only, otherwise the Contractor should be aware of all the Acts/Labour Laws and should follow diligently at work. The Contractor shall be fully and personally responsible for the violation of any Act/Labour Law. Abiding by all laws shall be Contractor's responsibility at its own cost.

6.1.9.2 The Contractor shall provide equal wages and benefits to men and women for work of equal value or type

6.1.9.3 The Contractor shall not employ any child to perform work, including work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below the statutory minimum age of 18 Years

6.1.9.4 The Contractor shall not employ "forced and compulsory labour" in any form. "Forced or compulsory labour consists of all works or service, not voluntary performed that is extracted from an individual under threat or force or penalty.

6.1.9.5 The Contractor shall comply with all applicable laws including the aforementioned labour laws and any liability arising out of non-compliance shall be indemnified by the Agency to the Client.

### 6.1.10 Liquidity Damages and penalties

#### 6.1.10.1 Liquidated Damages

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five percent) of the Agreement/contract Value per day, subject to a maximum of 10% (ten per cent) of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from the Performance Security. However, in case of delay due to reasons beyond the control of the Contractor, suitable extension of time shall be granted.

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Contractor in the event of breach of any terms and



conditions and/or obligations under this Agreement or for recovery of liquidated damages specified in this Clause 6.1.10

#### 6.1.10.2 Penalty

- a) If the Advertising contractor is found displaying advertisements unauthorizedly or commits any breach of Terms and Conditions of the agreement, the CEO, DSCL or Its Representatives can issue notice to the contractor to rectify the same within a specific period and if the contractor fails to do so, the CEO, DSCL or Its Representatives can impose a penalty up to a maximum of Rs.5000/- (Rupees five thousand only) on each occasion, besides taking other action as deemed fit and proper.
- b) If the vinyl sticker / Paint etc., used for display of Ads is peeled off/torn off leading to shabby appearance of the bus, the CEO, DSCL or Its Representatives can impose a penalty of Rs.2000/- (Rupees two thousand only) for each bus in each occasion besides requiring the contractor to rectify the same within specified period.
- c) In the event of failure of the Contractor to recoup the quality in the mutually agreed time frame, the Client shall be entitled to terminate the contract and forfeit performance security. The Client may impose additional penalty depending upon the quantum of breach for such cases.

#### 6.2 Commencement, Completion, Modification and Termination of Contract

##### 6.2.1 Effectiveness of Contract

This Contract shall come into effect from the date "the effective date" the Contract is signed by both Parties.

##### 6.2.2 Commencement of Services

The Contractor shall begin carrying out the Services as per the date communicated by the client to the Contractor in the LOA subject to submission of the designs strictly in term defined in the RFP and approval of the same by the Client.

##### 6.2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 6.2.6 hereof, this Contract shall expire at the end of 6 months after the Effective Date as specified in the RFP or the Contract.

##### 6.2.4 Modifications

6.2.4.1 The Client shall have power to order the Contractor to do any or all the following as considered necessary or advisable during the progress of the work by him.

- Increase or decrease of any item of work included in the contract or specification given in scope of work in this RFP;
- Change the character or quality or kind of any item of work in the contract or specification given in scope of work in this RFP;
- Change the levels, lines, positions and dimensions of any part of the work in the contract or specification given in scope of work in this RFP;
- Any other item as desired by the Client

##### 6.2.5 Force Majeure

###### 6.2.5.1 Definition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and



includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include Insufficiency of funds or failure to make any payment required hereunder.

#### 6.2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 6.2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 6.2.6 Termination

Either Party may terminate the Contract under the following conditions:

##### 6.2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 6.2.6.1. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Contractor, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the application for insolvency is admitted against the Contractor by the competent court/authorities.
- c) If the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 6.2.12 hereof.
- g) the Contractor does not maintain a Security, which is required
- h) Notwithstanding all the above, the client may terminate the Contract for convenience



## 6.2.7 Obligations of the Contractor

### 6.2.7.1 Standard of Performance

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

### 6.2.7.2 Responsibility of the Contractor

- i. The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. All the goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or employees or in the joint possession of the contractor, his agents or employees or purchaser, his agents or employees shall remain in every respect of at the risk of the contractor until its actual delivery to the Client at the stipulated place or destination. The contractor shall be responsible for all loss, destruction, damage or deterioration of or to the goods from any cause whatever prior to acceptance of the goods by the Client.
- ii. Responsibility of completeness  
The contract must ensure that the goods supplied meet all the functional requirements they are intended for. It shall be responsibility of the contractor to ensure that all necessary tests are conducted prior to dispatch and delivery of the goods. The contractor at its own cost will conduct such tests. The contract produces the test result copies along with the invoices to claim payment.
- iii. Notwithstanding anything mentioned in this RFP, the Contractor shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

## 6.2.8 Confidentiality

Except with the prior written consent of the Client, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of the Contract.

## 6.2.9 Documents prepared by the Contractor to be the property of the Client

- 6.2.9.1 All deliverables in the form of designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Contractor under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof. Any claims made by the client with respect to infringement of Intellectual Property rights shall be borne by the bidder.



#### 6.2.10 Accounting

The Contractor shall keep accurate and systematic accounts and records in respect of the goods and services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

#### 6.2.11 Change of LAW

At any stage DSCL has all the rights to change any of the provision of any legal/verbal/implicit /explicit etc. agreement unsigned/signed between DSCL and the selected bidder including RFP/Tender document, contract agreement etc. in the public interest. There shall not be any legal liability of DSCL in any case in this regard.

#### 6.2.12 Settlement of Disputes and Arbitration

6.2.12.1 In case of any dispute arising regarding this contract, the various provisions of Uttarakhand Procurement Rules 2017 as amended time to time, shall be followed / applicable.

6.2.12.2 The Arbitration proceedings shall be in accordance of various provisions of Uttarakhand Procurement Rules 2017 as amended time to time, shall be followed / applicable.

##### 6.2.12.3 Jurisdiction

The venue and seat of arbitration shall be in Dehradun, Uttarakhand

The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Dehradun, Uttarakhand.

Courts located in Dehradun shall have exclusive jurisdiction to settle dispute arising under this agreement.

#### 6.2.13 Management Meetings

Either the Client's Representative or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work or remaining supply of goods and to deal with matters raised in accordance with the early warning procedure

The Client's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Client. The responsibility of the parties for actions to be taken shall be decided by the Client's Representative either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.





**Section – 7**

**Standard Forms and Document Checklist**

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, declare that we have submitted the following documents as per the check list below:

SL No.	Document	Yes / No.
1.	Bid Processing Fee	
2.	Earnest Money Deposit / Bid Security Declaration	
3.	Incorporation/ Registration Certificate or any other supporting document Copy of GST registration Certificate (if applicable) MSME certificate (if applicable) Articles of association (if applicable)	
4.	Completion Certificate and Work order of the Similar Work	
5.	Annual Audited Statement of Accounts ( Only Balance Sheet and Profit Loss Statements.)	
6.	All Forms/Annexures/Formats as required in RFP	

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

*hik ADJ*





### Form 1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the [\*] services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

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

If negotiations are held during the Proposal Validity Period, we undertake to negotiate based on the quoted rate. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the [\*] services related to the assignment at a date mutually agreed between us.

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

We confirm that we agree with the terms and conditions provided in RFP. The Technical Bid and the Financial Bid submitted by us shall be valid for the period of 120 (One hundred and Twenty ) days from the date of opening of technical proposals prescribed by the Authority.

We have applied for the < Name of the RFP> and submitted the documents meeting the eligibility criteria:

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

bin ADJ 



**Form 2: Financial capacity of the Bidder**

#	Financial Year	Annual Revenue (in INR)
1.	2019-2020	
2.	2020-2021	
	Average Annual Turnover	

*Note: Attach audited financial statements (Balance Sheet and Profit & Loss Statement) proof of the above figures.*





**Form 3: Assignments of the Bidder**

#	Name of Project*	Name of Client	Project value (in Rs. crore)
1			
2			
3			
.			
.			
.			

\* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

*hina* ADJ *[Signature]*





**Form 4: Bidder's organization and experience**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity]*

*File ADS*

*2024-08-28*



**Form 5: Debarment / Non-Blacklisting**

**Format for affidavit certifying that Entity/Directors of Entity is not blacklisted**  
(AFFIDAVIT BY THE BIDDER ON STAMP PAPER OF Rs. 10/- DULY ATTESTED NOTARY PUBLIC)

*Affidavit*

1. I, Sh. \_\_\_\_\_ S/o Sh. \_\_\_\_\_ Working as \_\_\_\_\_ of the firm namely M/s. \_\_\_\_\_ are duly authorized to apply for this Tender.
2. I/we, the undersigned, have read and understood the above detailed terms and conditions of RFP as well as Tender Notice and undertake to abide by them.
3. I/we undertake that that I/My firm/Company have not been blacklisted /debarred/ prosecuted by the Central/UT/State Government/Undertaking/ Board/ Corporation /Authority/Court of Law. Also, presently (on the date of submission of the tender) the effect of Blacklisting and prosecution is complete/over.
4. I/we hereby undertake that there are no pending dues to be deposited by the agency with any Government Department//Govt. Undertaking along or Board or Corporation or Organization/Public Sector Undertaking anywhere in the country, for any completed works.
5. Bidder shall also submit an undertaking that no FIR has been registered or charge sheet proceedings against the firm/partners of the firm or its director which is pending/ongoing in any court of law regarding execution of similar project/work executed/being executed and the company/firm/agency has not been blacklisted/debarred by any Govt. Institution/Board/ Corporation or any Authority since the last five years.
6. Verified that the contents of my affidavit/ undertaking are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Name of the Bidder

.....

Signature & Name of the Authorized Person

Designation:

Date:

Giz ADS



**Form 6: Declaration of successful completion of work**

Declaration that, during the last five years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Proprietorship *<Please delete whichever is not applicable>* intends to submit a proposal in response to \_\_\_\_\_ *<insert name of the Project>*, we also declare that our Company / LLP / Partnership / Society / Proprietorship *<Please delete whichever is not applicable>* has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:

*(Signature) ABS*

*(Signature)*



### Form 7 - Financial Proposal

To be filled online

Faint, illegible text, likely bleed-through from the reverse side of the page.

Faint, illegible text, likely bleed-through from the reverse side of the page.

6/10/2019  
ADJ



### Annexure I: Bank Guarantee Form for Performance Security

To

**Chief Executing Officer,**  
Dehradun Smart City Limited  
777, Saatvik Tower, Rajender Nagar,  
Kaulagarh Road, Dehradun, 248001,

In consideration of the ..... (hereinafter called "**Client**") having to enter into an Agreement with M/s ..... (hereinafter called the "**Bidder**") as a follow up to the Letter of Acceptance no.....dated..... issued by the Client for **XXXXXX**, on production of Performance security in the form of Bank Guarantee for INR ..... (Rupees..... only), at the request of ..... **Bidder**, We, (**Bank**) do hereby undertake to pay to the Client an amount not exceeding INR..... (Rupees-----only) against any default or failure on the part of Bidder to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Bidder's** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees.....only).
2. We, (**Bank**) undertake to pay the Client any money so demanded notwithstanding any dispute or disputes raised by the **Bidder** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Bidder** shall have no claim against us for making such payment.
3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Client in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Bidder** and accordingly discharge this Guarantee after **60 days** from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Client in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.





4. We (**Bank**) further agree with the Client that the Client shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Bidder** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said **Bidder** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Bidder** or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said **Bidder** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Client to proceed against the **Bidder** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Client may have obtained or obtain from the **Bidder** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR..... (Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the Client. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Bidder**.
8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

Dated the ..... of ..... 20\*\*

for .....

(Indicate the name of bank)

Signature.....

Name of the Officer .....

(In Block Capitals)

Designation

Code No. ....

Name of the bank and Branch (SEAL)

file ADJ





### Annexure II: Power of Attorney

*(To be executed on Non-Judicial Stamp Paper of Rs. 100 and duly notarized)*

Know all men by these presents, We, .....(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. /Ms. ....son/daughter/wife and presently residing at .....who is presently employed with/retained by us and holding the position of ....., ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for XXXXXX, including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Client in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Client.

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

IN WITNESS WHEREOF WE, .... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER

OF ATTORNEY ON THIS ... DAY OF....., 20\*\*

For ...

(Signature, Name, Designation and Address)

Witnesses:

1.....

2. ....

Accepted

(Signature, name, designation and address of the Attorney)

*hina* *ADJ* *[Signature]*



### Annexure III: Bidder Information Sheet

Bidder name:

*[insert full name]*

Bidder's Party name:

*[insert full name of Applicant's Party]*

Bidder's Party country of registration:

*[indicate country of registration]*

Bidder's year of constitution:

*[indicate year of constitution]*

Bidder's legal address in country of constitution:

*[insert street/ number/ town or city/ country]*

Bidder's authorized representative information

Name: *[insert full name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

1. Attached are copies of original documents of

- Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above
- In case of a Government - owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Included copy of PAN Card, Registration of GST, ESI, EPF/PF, etc.

Note:

This Form shall be supplied with Identity proof of the authorized representative.

*Gin AG*



**Annexure IV: Declaration by the Bidders**

*(To be submitted in Bidders Letter Head)*

To

Date.....

**Chief Executing Officer,**  
Dehradun Smart City Limited  
777, Saatvik Tower, Rajender Nagar,  
Kaulagarh Road, Dehradun, 248001,

**Kind Attention:** ..... *(insert name of authorized representative)*

**Sub: Declaration from the Bidder**

**Tender Reference No:**

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the Tender document downloaded from the website <a href="https://www.uktenders.gov.in">https://www.uktenders.gov.in</a>
2.	<input type="checkbox"/>	I / We have not been debarred /blacklisted by any Central Government, any State Government, a statutory Employer or a Public Sector Undertaking.
3.	<input type="checkbox"/>	I / We accept the payment terms of stipulated in the tender document.
4.	<input type="checkbox"/>	I / We provide our acceptance to all the Terms and Conditions of this tender document.
5.	<input type="checkbox"/>	I / We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 05 years
6.	<input type="checkbox"/>	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
7.	<input type="checkbox"/>	I / We agree to disqualify us from this tender if it comes to the notice of the Client that the documents/submissions made by me/us are not genuine
8.	<input type="checkbox"/>	I / We confirm that I/we have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries and bid is submitted incorporating the same.

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

file A&S



**Annexure V: Bid Security Declaration**  
**(To be submitted in Bidders Letter Head)**

Date: *[insert date (as day, month and year)]* Bid No.: *[insert number of bidding process]*

To: *[insert complete name of the Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *Five (5) years* starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

- a) have withdrawn our Bid during the period of bid validity specified in the Instruction to Bidders; or
- b) do not accept the correction of errors in accordance with the Instruction to Bidders; or
- c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, (ii) fail or refuse to furnish the Performance Security (if any), in accordance with the Bid Data Sheet.

We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 45 days after the expiration of last date of Bid validity.


Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the bidder]*

Dated on \_\_\_\_\_ day of Corporate Seal *[where appropriate]*

*file ADS* 



### Annexure VI: ANTI-COLLUSION CERTIFICATE

1. \*I/We certify that this tender is made in good faith, and that \*I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

2. \*I/We certify that \*I/we have not, and undertake that \*I/we will not, before the completion of any contract:

a) I/we certifying that we have not worked with any council department/employee to provide assistance and/or support with the preparation of any part of this tender

OR

b) I/we certify that we have sought the advice and support of or engaged the services of Council's Economic Development, Regeneration, and Growth Service for SME growth funding or general advice in connection with the preparation of this tender. (Delete as appropriate)

3. \*I/We certify that the information supplied in this application is accurate to the best of \*my/our knowledge and that \*I/we accept the conditions and undertakings contained in it. \*I/We understand that false information could result in the exclusion of the company from the tender process.

4. \*I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will result in the exclusion of the company from the tender process.

5. \*I/We further certify that the relevant principles described in the paragraphs above have been, or will be, brought to the attention of all partners, contractors, sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such persons will be made on the basis of compliance with the above principles by all parties.

Dated this..... day of .....20

Signature..... (Print Name:..... )

In capacity of .....

Duly authorised to sign tenders and give such certificate for and on behalf of:

(BLOCK CAPITALS), .....

Address: .....

.....

.....

Telephone No: .....

Note 1 \* indicates that tenderer is to delete word as appropriate

Note 2 In this certificate, the word 'person' includes any persons and any body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any transaction, formal or informal, whether legally binding or not.

*hik* ADJ

*dp*



### Annexure VII: DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last two years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Fraud and Corrupt Practices section of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government Central or State.

b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Fraud and Corrupt Practices Section of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge sheeted by any agency of the Government of convicted by a Court of Law.

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

Signature, Name & Designation with office

Seal of Service Provider/Agency/Firm

hik ADJ dl





### Format for Pre-Bid Queries

S.NO	Clause No and page No.	Existing Clause	Proposed Clause
1)			
2)			
3)			

*Note: Pre-Bid queries to be submitted in this format in MS Excel only. Queries other than this format will not be considered*

File ADS 



**Letter of Acceptance**

[on letterhead paper of the Employer]

..... date .....

To: ..... **name and address of the Contractor** .....

Subject: ..... **Notification of Award Contract No.** .....

This is to notify you that your proposal dated ..... **date** ..... consisting of the Technical and Price Bids for execution of the ..... **name of the contract and identification number** ..... for the Accepted Contract Amount of the equivalent of ..... **amount in numbers and words and name of currency** ....., as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 7 days in accordance with the Conditions of Contract, using for that purpose the "Bank Guarantee Form for Performance Security" included in Section 7 (Standard Forms) of the RFP Document.

The date for commencement of services for the purpose of this contract shall be reckoned as  
XXXXX

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

File ADS



## Sample Agreement Form

### AGREEMENT

### BETWEEN

XXXXXXXX (Client)

### AND

XXXXXXXX (Contractor)

At a Contract value of INR XXXXXX (INR XXXXXX only) exclusive of Goods and Services Tax as applicable

Dated: XX/XX/2020

Project: XXXXXXX

This agreement made on this..... day of.....Two thousand XXXXXX between XXXXX (hereinafter called the "XXXXXX" which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part

and

M/S.....having its office at ..... (hereinafter called "Contractor" which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office) on the other part.

**WHEREAS THE Contractor** has agreed to undertake the XXXXXX on Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

The Contractor shall undertake the XXXXXX as per the Letter of Acceptance No. .... dated .....in accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

The following documents shall be deemed to form and to be read and construed as part of the agreement i.e.

- a) Letter of Acceptance
- b) Conditions of contract and RFP
- c) Addendums/Corrigendum
- d) Financial Bid
- e) Technical Bid
- f) Pre-Bid
- g) All other Correspondence

 ADJ





In the event of any inconsistency between the documents, the above order of precedence, shall prevail. Any reference to this contract shall include where the context permits a reference to its appendices.

The mutual rights and obligations of the Client and the Contractor shall be as set forth in the contract, in particular:

- a. The Contractor shall carry out services in accordance with the provisions of the contract; and
- b. The Client shall make payments to the contractor in accordance with the provisions of the contract.

In WITNESS whereof the XXXXXX has caused Shri .....on their behalf to hereunto set his hand and the Contractor has caused Shri ..... on their behalf to hereunto set his hand and the firm has caused its common seal to be affixed hereunto the day and year first above written.

**Witnesses, XXXXXX**

- 1)
- 2).....

And this deed was duly executed by Shri.....for the Contractor above named in the presence of

**Witnesses of Contractor**

- 1)
- 2)

\*This is a sample of the draft contract and any other conditions or clauses may be included by the Client in the final contract to be executed for this RFP.

*6/11/2017* *ADP* *[Signature]*



**Advertisement Standards Council of India (ASCI)**

**Guidelines for Bus Advertisement**

List of guidelines to adhere as per the ASCI -

- a) Advertisement banned by the Advertisement Council of India or by law.
- b) Advertisements of goods or services which are prohibited by any law.
- c) Advertisement of Political Parties.
- d) Advertisements of any kind of prohibited drugs, hard drinks (Alcohol) and all kind of tobacco products for smoking.
- e) Advertisements containing pornographic contents and/ or an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.
- f) Advertisements containing sexual overtone and/ or nudity.
- g) Advertisements glorifying exploitation of women or child.
- h) Advertisements showing violence and cruelty to either human being or any kind of plant or animal.
- i) Advertisements showing racial abuse to any caste or community or propagating ethnic differences.
- j) Advertisements related with lottery tickets, sweepstakes entries and slot machines.
- k) Any animated, laser, moving or blinking displays.
- l) Advertisements accompanied by sound.
- m) Advertisements banned by the provisions of the Election Commission.
- n) Any other advertisement not found appropriate by DSCL Authorities.

THE UNIVERSITY OF CHICAGO

The University of Chicago is a private research university in Chicago, Illinois. It was founded in 1837 and is one of the oldest and largest universities in the United States. The university is known for its academic excellence and its commitment to research and scholarship. It has a long history of producing world-class scholars and leaders in various fields of study.

The university is organized into several divisions, including the Division of the Physical Sciences, the Division of the Biological Sciences, the Division of the Social Sciences, and the Division of the Humanities. Each division is headed by a dean and contains several departments. The university also has a number of interdisciplinary programs and centers.

The University of Chicago is a member of the Association of American Universities and is ranked among the top universities in the world. It is known for its rigorous academic standards and its commitment to excellence in education and research.

111