

REQUEST FOR PROPOSAL (RFP)

REQUEST FOR PROPOSAL FOR SELECTION OF CONCESSIONAIRE FOR IMPLEMENTING INTELLIGENT POLES WITH OFC FOR DEHRADUN SMART CITY LIMITED ON BOT MODEL THROUGH E- PROCUREMENT



DEHRADUN SMART CITY LIMITED (DSCL)

**777, Saatvik Tower, Rajender Nagar,
Kaulagarh Road, Dehradun, 248001, Uttarakhand, India
Ph: 0135-270894, Fax: 0135-2750817**

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LIST OF ABBREVIATIONS

Terms	Meanings
DSCL	Dehradun Smart City Limited
DICCC	Doon Integrated Command and Control Centre
ABD	Area Based Development
AMC	Annual Maintenance Contract
BOM	Bill of Material
CCTV	Closed Circuit Television
ECB	Emergency Call Box
EMD	Earnest Money Deposit
GIS	Geographical Information System
GPS	Global Positioning System
GSM	Global System for Mobile Communication
GST	Goods and Services Tax
DICCC	Doon Integrated Command and Control Centre
ICT	Information and Communication Technology
IP	Internet Protocol
ISO	International Organization for Standardization
LOA	Letter of Acceptance
MIS	Management Information System
MSI	Master System Integrator
OEM	Original Equipment Manufacture
OFC	Optical Fiber Cable
PA	Public Address
PoP	Point of Presence
PTZ	Pan Tilt Zoom
RFP	Request for Proposal
DSCL	Dehradun Smart City Limited
SLA	Service Level Agreement
SOP	Standard Operating Procedures
SPV	Special Purpose Vehicle
UPS	Uninterrupted Power Supply
VMS	Variable Message Sign

Disclaimer

Dehradun Smart City Proposal (SCP) has been selected to implement the Area Based Development (ABD) and Pan-City proposals by Government of India (GoI) under Smart City Mission (SCM). DSCL SCP proposes served smart solution in ADB and cross pan-city providing various Smart feature/infrastructure.

To implement Smart City projects in DSCL, Dehradun Municipal Corporation and Uttarakhand Government has formed a SPV called Dehradun Smart City Ltd. (DSCL). The DSCL has prepared this Request for Proposals (RFP) for Selection of Master System Integrator for Implementation of Command and Control Centre for Dehradun City". The RFP is a detailed document with specifies terms and conditions on which the concessionaire is expected to work. These terms and conditions are designed keeping in view the overall aim and objectives of the Command and Control Centre. DSCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither DSCL or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information provided in this document is to assist the concessionaire(s) for preparing their proposals. However, this information is not intended to be exhaustive, and interested parties are expected to make their own inquiries to supplement information in this document. The information is provided on the basis that it is non-binding on DSCL any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each concessionaire is advised to consider the RFP as per its understanding and capacity. The concessionaires are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. Concessionaires are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. The concessionaires should go through the RFP in detail and bring to notice of DSCL any kind of error, misprint, inaccuracy, or omission.

DSCL reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal.

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1 Introduction

1.1 Background Information

1.1.1 Background of the authority and its objective and vision towards Smart City implementation

1.1.2 Dehradun Smart City Limited (Hereinafter referred to as “Authority”) intends to appoint a Concessionaire for implementing Intelligent Poles in Dehradun on Build, Operate and Transfer (BOT) model on Public Private Partnership (PPP) Basis (the “Project”) for a specified Concession Period (16 years including 1 year of implementation)

1.1.3 The Successful Concessionaire (the “Concessionaire”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the “Concession Agreement”) to be entered into between the Successful Concessionaire and the DSCL in the form provided by the DSCL as part of the Bidding Documents pursuant here to.

1.1.4 The scope of work includes the activities as mention in the Section 8 of this RFP.

1.1.5 An Agreement will be drawn up between the DSCL and the Successful Concessionaire on PPP basis (the “Concession Agreement”). The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “Concession”). Revenues from the proposed project will accrue to the Successful Concessionaire undertaking the Project (the “Project Company” or the “Concessionaire” or the “Concessionaire”) and would be appropriated as per the provisions of the Concession Agreement

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Concessionaires about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and the Authority shall entertain no claims on that account.

1.1.7 The DSCL shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the DSCL pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).

1.1.8 A Concessionaire shall be considered as a Successful Concessionaire for the project of the Dehradun Smart City Limited (DSCL), where the Letter of Award (LoA) has been issued.

1.2 Brief description of Bidding Process

1.2.1 The DSCL has adopted a single stage two envelope bidding process wherein the interested parties are required to submit the Bid (collectively referred to as the “Bidding Process”) for selection of the Concessionaire for award of the Project. The Bid in response to the RFP is to be submitted in two parts, viz.:

- PART 1: Qualification + Technical Bid - The first stage would involve test of responsiveness, technical and financial capability for undertaking the project based on the qualification and evaluation criteria as per the RFP. Only those Bids that meet the Qualification Criteria and secure marks as per Evaluation Criteria as set out in this RFP would be qualified for opening of Financial Bid

- PART 2: Financial Bid - Opening and Evaluation of Financial Bid

Based on this evaluation process, DSCL will issue a Letter of Award to the Successful Concessionaire.

In the Bid Stage, the previously mentioned short-listed applicants, including their successors, (the “Concessionaires”, which expression shall, unless repugnant to the context, include the Members of the Consortium) are being called upon to submit their financial offers (the “Bids”) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3 for submission of bids (the “Bid Due Date”).

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1.2.2 The Bidding Documents shall also include the draft Concession Agreement for the Project, which is enclosed. The previously mentioned documents and any addenda issued subsequent to this RFP document will be deemed to form part of the Bidding Documents.

1.2.3 A Concessionaire is required to deposit, along with its Bid, bid security (Earnest Money Deposit) as mentioned in the clause 1.3 of the RFP (the “Bid Security”)

1.2.4 During the Bid Stage, Concessionaires are invited to examine the project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

1.2.5 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP. Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 1.3 below.

1.2.6 Interested parties may obtain the RFP document from the uktenders.gov.in with non-refundable fee as mentioned in the clause 1.3 by way of online payment.

1.2.7 Further, all the parts of the Bid (PART 1: Qualification Bid + Technical, PART 2: Financial Bid) must be submitted online only.

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1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

#	Information	Details
1.	Name of Work	RFP for Selection of Concessionaire for Implementing Intelligent Poles with OFC for Dehradun Smart City Limited on BOT Model through e-Procurement
2.	RFP No. and Date	RFP No. 01/DSCL/19-20/PPP/SP
3.	Availability of Bid Documents	The Bid documents for this work shall be available from website http://uktenders.gov.in from 18/09/2019 at 1000 Hours to 17/09/2019 up to 1000 Hours.
4.	Date and venue of pre-bid conference	26/09/2019 at 1100 Hours Venue: Dehradun Smart City Limited, 777, Saatvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India, Ph: 0135-2750894, Fax: 0135-2750817
5.	Pre-Bid Meeting Coordinator	Mr. Surya Kotnala, AGM(Procurement & Contract Management), Dehradun Smart City Limited, Mob: +91 7060033339
6.	Last date for submission of written queries for clarifications along with email for sending queries	24/09/2019 till 1700 Hours Only
7.	Bid validity period	180 days from the last date (deadline) for submission of proposals.
8.	Last date for downloading of Bid document from the E-procurement portal http://uktenders.gov.in	17/10/2019 up to 1000 Hours. The scan copy of the RFP document fees (Non-Refundable), Bid Security (EMD) and Affidavit shall be uploaded on the e-procurement website.
9.	Last date and time for Bid submission/ uploading of Bid in E-procurement platform	17/10/2019 up to 1030 Hours
10.	Submission of original documents i.e. RFP document fees (Non-Refundable), Bid Security (EMD) and Affidavit	17/10/2019 up to 1100 Hours Address for submission of original documents: Dehradun Smart City Limited, 777, Saatvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India, Ph: 0135-2750894, Fax: 0135-2750817
11.	Time and date of opening of Technical Bids	The Authorized Officers will open the Technical Bids on line on 17/10/2019 at 1130 Hours in DSCL office.
12.	Date and time of opening of Financial Bids	Shall be informed later to technically qualified Bidders
13.	Method of selection	The method of selection of the Concessionaire shall be Highest (H1) Committed Concession Fee. Financial bids of only those Concessionaires would be opened who qualify the minimum qualification criteria as laid out in this tender
14.	Technical Presentation by the Concessionaire	Shall be informed by DSCL
15.	Bid validity period	180 days from the last date of Bid submission
16.	Project Duration	Implementation period –12 Months from the date of contract signing. Concession Period – 15 Years after the successful implementation period.
17.	Earnest Money Deposit/Bid Security	INR 82.20 Lakhs (Indian Rupees Eighty Two Lakhs Twenty Thousand Only) in the form of Demand Draft/FDR payable at Dehradun or an unconditional Bank Guarantee issued in favor of “Chief Executive Officer, Dehradun Smart City Limited”.
18.	RFP Document Fees (Non-refundable)	INR 5,900/- (Indian Rupees Five Thousand Nine Hundred

		Only) including GST in the form of demand draft drawn in favor of “Chief Executive Officer, Dehradun Smart City Limited, payable at Dehradun”
19.	Bid Security Validity	45 days beyond the date of validity of bids i.e. 180 + 45 days from the last date of submission of bid.

NOTE: Any Addendum/Corrigendum will be published on website [http:// uktenders.gov.in](http://uktenders.gov.in) only.

2 *Instruction to Concessionaires*

2.1 **General Terms for Bidding**

2.1.1 A concessionaire bidding as a lead member/consortium is not entitled to submit another bid either as individual or as consortium.

2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Concessionaire hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.3 The Bid should be furnished in the format as defined in various forms in the RFP, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Concessionaire’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.4 The Bid shall consist of the year wise concession fee share to be quoted by the Concessionaire. The Concessionaire shall be required to quote the Fixed Gross concession fee share for each year that it intends to share with the Authority in lieu of the concession granted under this RFP.

2.1.5 The Concessionaire/Concessionaire may be a sole applicant (Single Entity) or a group of entities (hereinafter referred to as ‘Consortium’), coming together to implement the Project. The term Concessionaire/Concessionaire used hereinafter would therefore apply to both a Single Entity and a Consortium who have submitted the Bid. The Successful Concessionaire is the one selected by Authority to develop this Project and who has been issued LOA by the Authority. The Successful Concessionaire would be liable for the execution of the Project in accordance with the terms of the Concession Agreement.

2.1.6 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. However, the concessionaires shall be allowed to submit their pre-requisite requirements and support expected from the Authority for the success execution of the Project as a part of the bid submission.

2.1.7 The Bid and all communications in relation to or concerning the bidding documents and the Bid shall be in English language.

2.1.8 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Concessionaires solely for the purpose of preparation and the submission of a Bid in accordance herewith. Concessionaires are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply mutatis mutandis to Bids and all other documents submitted by the Concessionaires, and the Authority will not return to the Concessionaires any Bid, document or any information provided along therewith.

2.1.9 A Concessionaire shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Concessionaire found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Concessionaire’s Bid, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Concessionaire shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

i. the Concessionaire, its Member or Associate (or any constituent thereof) and any other Concessionaire, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or

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- indirect shareholding of a Concessionaire, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed share capital; of such Concessionaire, Member or Associate, as the case may be) in the other Concessionaire, its Member or Associate, is not more than 25% (Twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.9, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Concessionaire is also a constituent of another Concessionaire; or
 - iii. such Concessionaire, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Concessionaire, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Concessionaire, its Member or any Associate thereof; or
 - iv. such Concessionaire has the same legal representative for purposes of this Bid as any other Concessionaire; or
 - v. such Concessionaire, or any Associate thereof, has a relationship with another Concessionaire, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - vi. such Concessionaire or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
 - vii. Notwithstanding anything stated herein a conflict of interest situation arising at the prequalification stage will be deemed to subsist only, as between such Applicants attracting conflict of interest provisions on account of shareholdings, submit bids under this document.

Explanation:

In case a Concessionaire is a Consortium, then the term Concessionaire as used in this Clause 2.1.10, shall include each member of such Consortium. For purpose of this RFP Associate means, in relation to the Concessionaire/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Concessionaire/ Consortium Member (the "Associate"). As used in this definition, the expression "Control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly of more than 50% (Fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, by operation of law.

2.1.10 This RFP is not transferable.

2.1.11 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Consortium

Where the Applicant is a consortium, all the members of the Consortium shall execute a Consortium Agreement setting out clearly the roles and responsibilities of each member of the Consortium and shall submit the same with the Authority. Further the members of the Consortium shall not amend the Consortium Agreement without the prior written consent of the Authority. Additionally, the consortium shall comply with the following additional requirements:

- i. number of members in a consortium shall not exceed 4 (four) including the lead member;
- ii. In case the work is awarded to a Consortium, then all parties to the Consortium shall execute the agreement with the Authority and all terms shall apply to the consortium member's mutatis mutandis.
- iii. The Lead Member shall be liable and responsible for the work of all the consortium members while other consortium members shall be liable and responsible for their respective scope of work.

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- iv. subject to the provisions of sub-clause (i) above, the Application should contain the information required for each member of the Consortium;
- v. Members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format, signed by all the other members of the Consortium;
- vi. in case an Applicant is a Consortium, then the term Applicant as used in this RFP document, shall include Lead Member of the consortium not exceeding four members.
- vii. The consortium members shall further commit that each such member shall, for a period of 24 months from the date of commercial operation of the Project, be a part of consortium. A consortium member not participating in the O&M phase will not own the project and will not be part of the project transfer activities under BOT.

2.2.1 Minimum Equity requirement for Consortium

2.2.1.1 Where the Concessionaire is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:

- the Lead Member continues to be the Lead Member of the Consortium;
- the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant Member/ Associate of any other Consortium bidding for this Project.

2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. As a part of Bid submission, Concessionaire has to duly propose the RACI Matrix showing responsibility of each consortium. The Concessionaire must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

2.2.3 The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney and other documents, substantially as provided under Form 2 in this RFP, prior to the Bid Due Date.

2.2.4 Change in Ownership

2.2.4.1 By submitting the Bid, the Concessionaire shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with this RFP, the Concessionaire shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Concessionaire or withdraw the LoA from the successful Concessionaire, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.3 Cost of Bidding

The Concessionaire shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.4 Site visit and verification of information

- a) Concessionaires are encouraged to submit their respective Bids after doing a thorough survey of project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

- b) It shall be deemed that by submitting a Bid, the Concessionaire has:
- o made a complete and careful examination of the bidding documents;
 - o received all relevant information requested from the Authority;
 - o accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the Authority relating to any of the matters;
 - o satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting an informed Bid, execution of the project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - o acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire
 - o acknowledged that it does not have a Conflict of Interest; and
 - o agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.1 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.4.2 Concerned Department will be the owner of all dismantled existing equipment's, including lights/ fittings, and such equipment's shall be handed over to concerned department not later than a month from date of such dismantling, the authority will assist to provide warehouse facility in Dehradun.

2.5 Verification and Disqualification

2.5.1 The Authority reserves the right to verify all statements, information and documents submitted by the Concessionaire in response to the RFP or the Bidding Documents and the Concessionaire shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Concessionaire of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.5.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Concessionaire does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- c) Such misrepresentation/ improper response shall lead to the disqualification of the Concessionaire. If the Concessionaire is a Consortium, then the entire Consortium and each Member may be disqualified/rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Concessionaire gets disqualified / rejected, then the Authority reserves the right to:
 - i. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process subject to provisions of Section 3 of this RFP.

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2.5.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Concessionaire, or the Concessionaire has made material misrepresentation or has given any materially incorrect or false information, the Concessionaire shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LoA or entering into the Concession Agreement, and if the Successful Concessionaire has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the successful Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the successful Concessionaire. In such an event, the Authority shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and/ or the Concession Agreement, or otherwise.

2.6 Contents of RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.8.

Section 1	Introduction
Section 2	Instructions to Concessionaires
Section 3	Evaluation of Bids
Section 4	Fraud and Corrupt Practices
Section 5	Pre-bid Conference
Section 6	Miscellaneous
Section 7	Pre-Qualification & Technical Evaluation
Section 8	Scope of Work for the Concessionaire
Section 9	Responsibility Matrix
Section 10	Revenue Generation Modes
Section 11	Common guidelines/comments regarding the compliance of equipment/systems
Section 12	Technical Solution
Section 13	Payment Terms
Section 14	Timelines, SLA and Penalties
Section 15	Limitation of Liability
Section 16	Liquidated Damages
Section 17	Exit Management
Annexures	

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2.6.1 The draft Concession Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.7 Clarifications

2.7.1 Concessionaires requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.3. They should send in their queries on or before the date mentioned in the Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be uploaded on Authority's website i.e uktenders.gov.in and will not be mailed individually.

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

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

2.8 Amendment of RFP

2.8.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Concessionaire, modify the RFP by the issuance of Addenda.

2.8.2 Any Addendum issued hereunder will be in writing and will be uploaded on the website i.e. uktenders.gov.in.

2.8.3 In order to afford the Concessionaires a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.9 Format and Signing of Bid

2.9.1 The Concessionaire would provide all the information as per this RFP. Authority reserves the right to evaluate only those Bids that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.

2.9.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Concessionaire who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.9.3 The Concessionaires will submit their Bids online only:

- i. The online submission shall be according to e-procurement guidelines issued by Government of Uttarakhand as provided on e-procurement website i.e uktenders.gov.in.
- ii. Concessionaires can prepare and edit their offers number of times before final submission. Once finally submitted, Concessionaire cannot edit their offers submitted in any case. No written or online request in this regards shall be granted/entertained.
- iii. Concessionaire shall submit their offer i.e. Technical bid as well as financial bid in electronic format on the website i.e uktenders.gov.in. as mentioned in the RFP.
- iv. Bid should be duly signed by the person who holds the power of attorney for this particular bid.
- v. Financial Bid shall be submitted in the same format as provided in sample format in Annexure II of the RFP.
- vi. Physical copy of bid will not be accepted

2.9.4 The pages and volumes of each part of the Bid shall be clearly numbered and stamped and the contents of the Bid shall be duly indexed.

2.9.5 The Bid shall be signed and each page of the Bid shall be initialed by a person or persons duly authorized to sign on behalf of the Concessionaire and holding the Power of Attorney.

2.9.6 The Bid shall contain no alterations or additions, except those to comply with instructions issued by Authority or as necessary to correct errors made by the Concessionaire, in which case such corrections shall be initialed by the person or persons signing the Bid.

2.10 Bid Due Date and Time

2.10.1 Bids should be submitted on or before the Bid Due Date at the address provided in Clause 1.3 in the manner and form as detailed in this RFP.

2.10.2 Authority may, at its sole discretion, extend the Bid Due Date by issuing an Addendum.

2.11 Modifications / Substitution / Withdrawal of Bids

2.11.1 The Concessionaire may modify, substitute or withdraw its Bid multiple times before final online submission of Bid

2.12 Late Bids

2.12.1 The e Procurement website section will be closed for bid submission post the bid submission date and time

2.13 Rejection of Bids

2.13.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Concessionaires to submit fresh Bids hereunder.

2.13.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.14 Validity of Bids

2.14.1 The validity of bids will be as per clause 1.3

2.15 Confidentiality

2.15.1 Information relating to the examination, clarification, evaluation and recommendation for the Concessionaires shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.16 Correspondence with the Concessionaire

2.16.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Concessionaire in relation to acceptance or rejection of any Bid.

2.17 Bid Security

2.17.1 Bids need to be accompanied by a Bid Security as mentioned in the Clause 1.3. The Bid Security shall be kept valid for 45 days beyond the Bid Validity period including any extensions in the Bid Validity Period, and may be extended as may be mutually agreed between the Authority and the Concessionaire from time to time.

2.17.2 The Bid Security shall be in the form as mentioned in clause 1.3

2.17.3 Authority shall reject the Bid, which does not include the Bid Security.

2.17.4 The entire Bid Security shall be forfeited in the following cases:

- i. If the Concessionaire withdraws any of its Bid within the Bid Validity Period;
- ii. In case of a successful Concessionaire, if the Concessionaire fails:
 - a) To furnish acceptance of the LoA within 7 days from the receipt of LoA or
 - b) To furnish Performance Security within 30 working days from the date of issue of LoA or
 - c) To sign the Concession Agreement within 30 working days from the date of issue of LoA or

- d) If the Concessionaire is found to be involved in fraudulent practices.
 - iii. As per the provisions of the Concession Agreement
- 2.17.5 The bid security has to be submitted by the concessionaire before the online submission date and time as mentioned in the RFP, however concessionaire need to enclose the proof of submission in their online bid.

3 Evaluation of Bids

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Bids on the Bid Due Date, at the place specified in Clause 1.3 and in the presence of the Concessionaires who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Concessionaire regarding its Bid.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- a) it is received as per the formats as mentioned in this RFP;
- b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.10.2;
- c) it is accompanied by the RFP Document Fees and Bid Security as specified in Clause 2.17;
- d) The purchaser of the RFP document must be the Concessionaire itself or a Member of the Consortium submitting the Bid. The Concessionaire should submit a Power of Attorney as per the format enclosed as Form 2A, authorizing the signatory of the Bid to commit the Bid.
- e) In case the Concessionaire is a Consortium, the members of the Consortium shall furnish a Power of Attorney in the format prescribed at Form 2B designating one of the Members, as per the Memorandum of Understanding (MoU), as their Lead Member.
- f) Any entity, which has been barred, by Authority and the bar subsists as on the Bid Due Date would not be eligible to submit the Bid, either individually or as Member of a Consortium. An undertaking as per the format in Form 17 should be submitted along with the Bid.
- g) Members of the Consortium shall submit a Memorandum of Understanding (MoU), specific to this Project, for the purpose of submitting the Bid as per format provided in Form 18. The MoU shall be furnished on a non-judicial stamp paper of INR 100/-, duly attested by notary public.
- h) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Selection of Concessionaire

3.3.1 Subject to the provisions of Clause 2.13, the Concessionaire whose Bid is adjudged as responsive in terms of Clause 3.2.1, the Concessionaire who scores the highest Final Score shall be declared as the Successful Concessionaire subject to fulfillment of all other provisions of this RFP.

3.3.2 The technical and financial capability of the Concessionaires would be assessed based on the evaluation process and minimum requirements as set by Authority as per Section 7, to be submitted by the Concessionaires in formats in Annexure I.

3.3.3 A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- i. Which affects in any substantial way the scope, quality, or performance of the Project, or
- ii. Which limits in any substantial way or is, inconsistent with the RFP, rights of Authority or the obligations of the Concessionaire under the Concession Agreement, or
- iii. Which would affect unfairly the competitive position of other Concessionaires presenting substantially responsive Bids.

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3.3.4 Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Bids.

3.3.5 Concessionaires whose Qualification Bids meet the minimum technical and financial capability requirements as set out in Section 7 shall be moved to the Stage II of the Evaluation Process.

3.3.6 The Bids meeting minimum qualifying criteria shall be opened and evaluated in Stage II of the Evaluation Process.

3.4 Evaluation of Financial Bids (Stage II)

3.4.1 Authority will open 'FINANCIAL BID' of the Concessionaires, who pass the Stage 1 as stated in clause 1.2.1 of the RFP, in the presence of the Concessionaire's authorized representatives who choose to attend.

3.4.2 Upon opening of the Financial Bid, the Concessionaires shall be given Financial Score based on based on the quoted concession fee (as Fixed Gross Revenue for each year) with the Authority. The Concessionaire is expected to quote for Annual concession fee share for complete duration of concession period in the format attached as Annexure II. The Financial Score (F) shall be assigned based on following methodology:

- $F = [R_B/R_H] \times 100$
- R_B is the concession fee proposed by the Concessionaire for bid under consideration
- R_H is the Highest concession fee Share with the Authority amongst all technically qualified bids
- R is the Net Present Value (calculated at the discounting rate of 8%) of the concession fee Share with the Authority by the bid under consideration
- For better understanding, following illustration may be referred as an example:

Concessionaire	NPV of concession fee Share (Rs. Cr.) R_B	NPV of Highest Quoted Concession fee Share R_H	F*
A	200	270	74.07 $[(200 \div 270) \times 100]$
B	85	270	31.48 $[(85 \div 270) \times 100]$
C	270	270	100.00 $[(270 \div 270) \times 100]$

** Concessionaire C has Highest Financial Score

NOTE: BIDDER HAS TO SUBMIT THE FINANCIAL FORMS ANNEXURE-II: FINANCIAL PROPOSAL TEMPLATE WHICH INCLUDES FORM-I: COVERING LETTER, FORM-2: FINANCIAL BID FORMAT DULY SIGNED AND STAMPED IN PDF FORMAT ALONG WITH THE PRICE BID BOQ IN EXCEL FORMAT.

3.5 Successful Concessionaire

3.5.1 The bid of the concessionaire who makes the highest offer to the authority will be treated as the best bid and the contract will be awarded to that Concessionaire. The Successful Concessionaire shall be notified on its selection in writing or by fax or email. The Successful Concessionaire shall also be issued Letter of Acceptance confirming its selection.

3.5.2 In the event that two or more Concessionaires make equal financial offer the Concessionaire with highest technical score (T) shall be identified as the Successful Concessionaire. RFP for Selection of Concessionaire for Implementation of Intelligent Street pole at Indore under PPP Indore Smart City Development Ltd. Page 28

3.5.3 In the event that the Highest Concessionaire withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite the Concessionaire with next highest final score for consideration as Successful Concessionaire;

3.5.4 The Successful Concessionaire shall be notified on its selection in writing or by fax or email. The Successful Concessionaire shall be issued Letter of Acceptance confirming its selection.

3.5.5 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Successful Concessionaire and the Successful Concessionaire shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the

duplicate copy of the LOA duly signed by the Successful Concessionaire is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Concessionaire as Damages on account of failure of the Successful Concessionaire to acknowledge the LOA, and the next eligible Concessionaire may be considered.

3.5.6 After acknowledgement of the LOA as aforesaid by the Successful Concessionaire, it shall cause the Concessionaire to execute the Concession Agreement within thirty (30) days of the issue of LOA. The Successful Concessionaire shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.5.7 In case, the Concession Agreement does not get executed within the period mentioned in Clause 3.5.6., Authority reserves the right to take any such measure as it may deem fit including to annul the bidding process and may invite fresh Bid for the Project. In such a case the entire Bid Security submitted by the Successful Concessionaire shall be forfeited. However, Authority on receiving request from the Successful Concessionaire may at its discretion, permit extension of time for execution of the Concession Agreement.

3.5.8 Authority will notify other Concessionaires that their Bids have been unsuccessful. Bid Security of other Concessionaires will be returned within 15 days of signing of the agreement or expiry of validity period of Bids whichever is earlier.

3.6 *Contacts during Bid Evaluation*

3.6.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Concessionaires. While the Bids are under consideration, Concessionaires and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/representatives on matters related to the Bids under consideration.

4 *Fraud and Corrupt Practices*

4.1.1 The Concessionaires and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Not with standing anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Concessionaire or Concessionaire, as the case may be, if it determines that the Concessionaire or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Concessionaire or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Concessionaire or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Concessionaire or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.1.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession



Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process), engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Concessionaires with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 Pre-Bid Meeting

5.1.1 Pre-bid conference for the Concessionaires shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of three representatives of each Concessionaire shall be allowed to participate on production of authority letter from the Concessionaire.

5.1.2 During the course of Pre-Bid conference(s), the Concessionaires will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.1.3 The Concessionaires need to submit the pre-bid queries in the following format as per the deadline mentioned in Clause 1.3 of the RFP

#	RFP Document Reference (Section No., Clause No. Page No.)	Content of the RFP requiring clarification	Clarification Sought

6 Miscellaneous

6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Uttarakhand state shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

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

6.1.3 It shall be deemed that by submitting the Bid, the Concessionaire agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.2 Performance Security

6.2.1 The Concessionaire shall for due and faithful performance of its obligations shall submit a Performance Security by way of an irrevocable Bank Guarantee within 21 working days from the date of issue of LOA, for a value equivalent to sum of the following:

- a) 10% of Annual Revenue Share committed to the Authority for corresponding year of the Concession Period,

Or,

- b) In case a concessionaire doesn't share any revenue with the authority then the performance security will be 10% of the entire project cost and will be active for the entire Concession period.

The Concessionaire shall be responsible for submission of the Performance Security fifteen (15) days prior to commencing of a particular year except the first year.

The Performance Security should be valid for a period of one year at a time and must be renewed every year as per provisions of the Concession Agreement. Such Performance Security shall be issued from any nationalized/scheduled bank.

6.2.2 Till such time the Concessionaire provides the Performance Security, the Bid Security shall remain in full force and effect.

6.2.3 In case the Successful Concessionaire fails to submit Performance Security within the time stipulated, the Authority at its discretion may cancel the LOA placed on the Successful Concessionaire without giving any notice. Authority shall invoke Performance Security in case the Successful Concessionaire fails to discharge their contractual obligations during the period or Authority incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms & conditions.

6.2.4 The performance security will be returned to the Concessionaire post 1 month of its expiry, provided the Concessionaire has renewed the BG and submitted a fresh performance security to the Authority, if required

6.2.5 The Performance Security should be issued by any scheduled bank as per the format provided in the Annexure III.

7 Pre-Qualification & Technical Evaluation

7.1 Pre-Qualification Criteria

#		Prequalification Requirement	Supporting Documents to be attached
1.	Legal Entity	The Sole/Lead Concessionaire should be an Indian Registered Company registered under Company Act 1956/2013.	<ul style="list-style-type: none"> • Certificate of Incorporation from Registrar of Companies. • Articles and Memorandum of Association.
2.	General Requirement	<p>Applicant/ Lead Member (in case of consortium) should be:</p> <p>(i) Telecom Infrastructure provider (IP category- I);</p> <p style="text-align: center;">or</p> <p>(ii) Telecom Service Provider having valid UL(AS) / UASL or Category 'A' ISP licensee from Department of Telecommunication, Government of India;</p> <p style="text-align: center;">or</p> <p>(iii) System integrator for IT/Telecom Network/ IT Hardware and software, duly registered under the Companies Act 1956/ 2013.</p> <p style="text-align: center;">or</p> <p>(iv) Manufacturer of Smart Pole (having feature of smart LED lights, CCTV, Wi-Fi, IOT and telecom equipment etc.)”.</p> <p>Note: Lead member shall have at least 50% (fifty percent) of the consortium</p>	<ul style="list-style-type: none"> • Self-certified copy of documents to establish the General requirement conditions to be enclosed.
3.	Financial: Turnover from IT/ ITeS/Telecom	Average Annual Turnover of the Sole/Lead Concessionaire from IT/ ITeS/Telecom hardware, Telecom Infrastructure services or software services during the last three financial years, i.e., 2016-17, 2017-18 and 2018-19 (as per the last published audited balance sheets), should be at least Rs.57 Crores	<ul style="list-style-type: none"> • Audited financial statements including profit and loss statement and Auditor's report for the last three financial years (16-17, 17-18 and 18-19)
4.	Net -Worth	Net- Worth of the Sole/Lead Concessionaire of the last financial year, i.e., 2018-19 (as per the last published audited balance sheets), should be at least Rs.14.25 Crores	<ul style="list-style-type: none"> • Audited financial statements including profit and loss statement and Auditor's report for the last three financial years (16-17, 17-18 and 18-19)
5.	Presence in India	The Sole/Lead Concessionaire should have been present in India for the least 7 years and carrying out business in India prior to the last date of bid submission	<ul style="list-style-type: none"> • Certificate of Incorporation
6.	Blacklisting	Sole Concessionaire/All members of consortium shall submit a self-declaration of not having been black listed to provide similar services to any State or Central Government Department or Ministry as on bid submission date	<ul style="list-style-type: none"> • Self-declaration duly supported by PoA holder for signing the bid

#		Prequalification Requirement	Supporting Documents to be attached
7.	Registration under Tax Labour Laws, Electrical Laws, etc.	<p>The Applicant or the Lead Applicant should have a registered number of:</p> <p>a) GST Tax where his business is located;</p> <p>b) Income Tax PAN;</p> <p>c) The ESI & EPF registration as per Labour Laws, if required.</p>	<ul style="list-style-type: none"> Copies of relevant(s) Certificates of Registration. In case the Applicant does not have ESI & EPF registration then the Applicant has to give the undertaking that he will get these registrations within 45 days from the date of signing of Agreement for this work, if required as per law.
8.	Experience of the firm	<p>The Applicant or its consortium members (if any) Should have experience of deployment and working in India for at least 50 nos. Smart Poles under similar business model. Smart Poles should be live at fifty locations with at least three services from (Wi-Fi/ CCTV/ LED lights/ Digital Billboards/ Environmental sensors) as stipulated, prior to the last date for submission of bid.</p> <p style="text-align: center;">OR</p> <p>The Applicant or its consortium members (if any) should have an experience of one fibre network deployment project in India of worth at least INR 57 Crores.</p> <p style="text-align: center;">OR</p> <p>The Applicant or its consortium members (if any) should have an experience of one IT integration or IT network deployment project in India of worth at least INR 57 Crores.</p>	<ul style="list-style-type: none"> Self-declaration duly supported by PoA holder for signing the bid

In computing the Technical Capacity of the Applicant/ Consortium Members, the Technical Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 20% (twenty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

Technical Bids meeting the minimum criteria as mentioned above will be eligible for consideration in the subsequent round of evaluation. If required, Authority may seek specific clarifications from any or all Concessionaire(s) at this stage.

Authority will evaluate the technical proposal of the Concessionaire with regard to the solutions offered, technology proposed, technical professional(s) and time-frame etc. Authority will invite the Concessionaire for technical presentation and discussions on the project. Concessionaire is expected to depute only those officials for technical presentations who will be responsible for providing the

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leadership to the project. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

8 The Project and Scope of Work for the Concessionaire

8.1 Project Background

Dehradun Smart City Limited had visualized the roll-out of comprehensive pan-city optical fiber network and installation sharable telecom poles and towers across the Dehradun city to enable the effective and efficient launch of various smart city applications envisioned as a part of Smart City proposal and Digital India. DSCL is currently engaged in the development of various smart city projects across sectors in the city. DSCL now proposes to develop sharable telecom connectivity infrastructure across the Dehradun city, which can be very helpful in rapid expansion of new telecom and digital services / facilities across the city towards realizing its vision of becoming a Smart City.

The vision of this project is to include construction/management of various types of ‘Shared OFC Backbone Network’ and ‘Shared telecom towers infrastructure’ to handle/support all types of telecom sites such as Macro, Micro, Femto and Pico and also radio hubs on non-discriminatory basis. These small cells “filled in” spots in the network to boost bandwidth in low-throughput areas or handle areas of concentrated demand, improving on the connectivity requirements of the city.

The project shall operate in an objective and fair environment where fair and equal opportunity shall be extended to all other operators and service providers leveraging the network connectivity infrastructure being created under this project. The concessionaire shall have to ensure that none of other operators or telecom service providers shall get restricted from authorized usage or leveraging of the facilities created under this project. For more information, please refer “Uttarakhand right of way 2018” guidelines.

8.2 Scope of Work for the concessionaire

The Concessionaire shall be solely and exclusively responsible to design, implement and maintain on a BOT (Build, Operate, and Transfer) model the solution as mentioned in this RFP and to provide the services as specified.

The following Smart components needed to be implemented as part of the RFP;

- City wide OFC Network
- Intelligent Poles/ Ground Based Monopoles (GBM)
- IP Connectivity Network
- CCTV Surveillance
- Smart LED Luminaries
- Digital Billboards
- Public Wi-Fi Services

The concessionaire shall conduct orientation program with all stakeholders of DSCL within one month after getting LOA.

8.2.1 City Wide OFC Network

The concessionaire shall be responsible for laying of ducts/OFC (100 km +) as necessary to ensure last-mile connectivity ensuring appropriate ring architecture providing redundancy and marketability to bulk consumers, telecom services, city authorities for their digital services considering the current / future requirement of digital connected citizen and dwelling units, in terms of dark fiber connectivity beyond

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identified blueprint for providing above mentioned smart services to the city after evaluating the business case requirements.

The concessionaire shall have the free right of way including the waiver for road cutting and other one-time approval charges including the waiver for road cutting and other one-time approval charges to lay three ducts as per the fiber lay-out plan prepared by it during the project planning phase as per its business requirements with the limits of the Authority, out of these three ducts, one duct shall be reserved for DSCL to meet its digital services need. In the duct transferred the concessionaire shall be required to pull high capacity 6 pairs of OFC Cable.

As the Concessionaire period is for 16 years (including one year of implementation period), the concessionaire shall be responsible for the operation and maintenance of the OFC ducts and OFC fiber laid for the city usage in lieu of it, the concessionaire shall be provided with free Right of Way including the waiver for road cutting and other one-time approval charges including the waiver for road cutting and other one-time approval charges to carry out the operation and maintenance of all the ducts laid by it under this RFP for the complete duration of the concession period. Also during the concurrency of the concession period, the concessionaire shall be free to augment the OFC cable network laid by it as per its business need to provide fibre connectivity to existing as well as upcoming business sites and for the same no Right of Way including road cutting and other one-time approval charges shall be charged to the concessionaire.

The concessionaire shall be permitted to monetize the laid fiber network, including fiber ducts and fiber cable, by offering it to the service providers or to corporate / business entity using the OFC network installed/arranged by Concessionaire under this RFP. The concessionaire shall be allowed to monetize the installed OFC network by either leasing to other service providers or by providing the FTTH services to the citizens utilizing the OFC network installed/arranged by concessionaire under this RFP. The concessionaire shall take prior approval of DSCL before any activity.

The concessionaire shall plan Bandwidth requirement for all IoT components and other hardware deployed under Doon Integrated Command & Control Centre and other all projects under DSCL where the requirement of bandwidth is essential. The details of locations for bandwidth requirement shall be shared with successful concessionaire. The concessionaire shall plan and lay OFC Network accordingly as per the approval of DSCL.

Optical Fiber Cable Execution Methodology:-

The concessionaire shall adhere to the below guidelines while executing the work:

1. The concessionaire shall prepare the list of equipment, number of field employees deployed and the implementation schedule and activities taking into consideration all the requirements of concerned Municipal and Government authorities.
2. The concessionaire shall submit the work plan and implementation schedule with list of equipment and personnel to be deployed on field for execution of works for approval of Client.
3. The concessionaire shall commence work post approval of work plan and schedule by the Client.
4. If the requirements of concerned Government authorities should supersede any instruction by Client to the concessionaire; the concessionaire shall immediately point out in writing if any such conflict is observed to the attention of the Project Manager. The Project Manager shall issue further necessary instructions.
5. The concessionaire shall inform all concerned authorities and obtain NOC or permissions as required before starting the excavation and Hand Hole construction works.
6. The concessionaire shall register and get approval from concerned Government authorities to carry out the work as required.
7. The concessionaire shall adhere to guidelines issued by concerned Government authorities while executing the work.

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8. The concessionaire shall lay the underground OFC by Open Cut/Open Trench or Horizontal Directional Drilling (HDD) or manual boring or clamping method as permitted by the concerned Government Authority pertaining to specific road.
9. To reduce the digging work concessionaire will use existing duct / pipe already laid by govt authority wherever applicable and feasible.
10. The concessionaire shall lay OFC of 12 core / 48 core / 96 core as per the requirement and approval of DSCL.
11. The concessionaire shall construct Hand Holes at successive intervals of 200 Meters or less.
12. The concessionaire shall obtain all land permits, Permissions, NOC, any land lease rights or as such any licensing requirement that may be necessary to erect the shelters for Mega POP's from all the concerned Government authorities.

Excavation

1. The concessionaire shall undertake the trenching & ducting activity for laying of OFC as per Survey Design /drawings approved by the Client.
2. The concessionaire shall place route marker as per given alignment & maintaining off set distance from road center as per norms set by concerned government authorities.
3. The concessionaire shall use barricading and signage board as per requirements of concerned Government authority pertaining to specific roads.
4. The concessionaire shall take trial pits before starting trenching, at every 100m distance to examine position of existing underground utilities. The concessionaire shall align the trench as per observations from the trial pits.
5. The concessionaire shall take precaution during excavation to avoid any possible damage to other underground utilities and shall indemnify the Owner/Employer for damages if any. This includes but not limited to collecting as-build Design /drawings of existing utilities, studying the survey Design /drawings for location of utilities and visual inspection of site.
6. The concessionaire shall coordinate with the existing utility owners before starting the excavation work. If required the concessionaire shall ensure the presence of representative of existing utility owners.
7. The concessionaire shall construct the trench with width of not less than 300mm at the bottom of the trench.
8. The concessionaire shall be responsible for shoring and strutting the walls of the trench on either side of the trench as per the guidelines of concerned Government authorities.
9. The concessionaire shall follow below mentioned norms in case of any deviations in depth of trench.

Sr. No	Depth of Trench	Recommended Protection
1	800 mm to 1200 mm	No protection required
2	500 mm to 800 mm	110 mm DWC pipe
3	400 mm to 500 mm	100 mm dia RCC half round pipe
4	200 mm to 400 mm	100 mm dia RCC full round pipe
5	Less than 200 mm	100 mm GI pipe with 150 mm PCC

8.2.2 Intelligent Poles/ Ground Based Monopoles (GBM)

The concessionaire shall have the right to create telecom infrastructure to enable multiple digital services based on 3G/4G/LTE/RF/5G to be utilized by all/multiple operators having valid license from Department of Telecom (DoT) on non-discriminatory basis. The Concessionaire shall have the free Right

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of Way to deploy at least 130 intelligent poles comprising of at least 30 GBMs with the height ranging from 24 mtrs to 30 mtrs and remaining smart poles with their height ranging from 9 mtrs to 12 mtrs in the vicinity of the government roads across the Dehradun city. The locations of such poles will finalized by the concessionaire post survey in the project area in consultation with the DSCL. However, the concessionaire would be permitted to install additional number of smart poles (10% of the defined scope for Smart Poles each year during the concession period) as per their project requirements. The concessionaire will have free Right of Way including the waiver for road cutting and other one-time approval charges for the entire road length, tourist places, public parks, government buildings and other public places to install smart poles as per their requirements and business case across the Dehradun city.

The concessionaire shall have the first right of refusal to deploy towers in the break out areas along the road and amenity spaces. The concessionaire is expected to do a detailed site survey and feasibility study for all these sites with proposed smart pole installations.

8.2.3 IP based transport network

The concessionaire shall be responsible to design, procure, install, test and commission IP based network for the data generated by the edge nodes. The concessionaire shall be responsible for installation and configuration of access, aggregation and all related Command and Control Centre networking components for designated IP based network. The designed network should be robust and scalable enough to cater the transport requirement of traffic generated by the edge nodes. The concessionaire shall be responsible for handover of IP network till Command and control Center and support required for further integration. The space and infrastructure required for installation of all components in Command and Control center required for service operations for this project shall be extended by Authority to concessionaire. The Concessionaire shall be responsible for conducting the integrated user acceptance testing for the installed IP based network.

8.2.4 Public Wi-Fi Services

As part of digital citizen initiatives under Smart City Programme for Dehradun, DSCL wants to create a city wide public Wi-Fi network connecting at least 30 locations. The concessionaire shall be required to provide easily accessible, cost effective Internet connectivity to all residents / visitors of city at places of high footfalls, gardens and areas of key tourist attractions, boosting digital inclusion amongst the Dehradun citizens and city departmental users. The concessionaire shall provide 24*7 uninterrupted network across the identified location sites opening effective information channels for better citizen engagement and increased transparency.

Broad Features of the proposed Public Wi-Fi Services are as follows:

1. Provide secure, easy and metered Internet access to different devices through the Wi- Fi network.
2. Provide the web based landing portal for users to login/authenticate for the Wi-Fi Access, the landing page shall be co-branded between the concessionaire and DSCL.
3. Provisioning the access control and audit trail mechanism as per industry standard and security norms defined by various regulatory bodies.
4. Provide the web based management console to monitor and manage the Wi-Fi access.
5. Adherence to the following QoS Parameters at each of installed Wi-Fi access point
 - a. Bandwidth Commitment: 512 Kbps per user @ contention ratio of 1:10
 - b. 24*7*365 Network Availability at 99% uptime
 - c. Ability to cater to at least 50 concurrent users at each Wi-Fi Access Point
6. Users must be able to use same access details (login id/ username and password) even if he/she moves from one Wi Fi spot zone to another to provide unified experience of connectivity for the citizen.
7. Facility to define rule based access depending on usage, time duration, etc.
8. Facility to restrict access based on URL, application, category, signature, etc. Facility to the designated Government agency / agencies to restrict the Wi-Fi access in case of certain circumstances.
9. Free access for the first 30 minutes or 50 MB of download in a day (whichever is earlier) (or within max. 23 hours) and after that, paid Wi-Fi service as per available packages.

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10. Seamless facility to extend the usage of Wi-Fi services (beyond free time) through multiple payment mechanisms within the network provided by the service provider.
11. Provision of customizable reports for Wi-Fi Access Logs. Role Based Access Control to management and reporting functions for users as per mutual agreement.
12. Facility to enable/disable specific user/system from Wi-Fi Access based on system MAC address, mobile number used for authentication etc.

The concessionaire shall ensure a secure wireless connectivity and Internet access through user name and password or Mobile OTP based to all the subscribers with centralized authentication mechanism. The concessionaire shall ensure that the wireless network users shall have unique usernames with no simultaneous multiple log-on for a single user shall be allowed. The concessionaire shall ensure that the proposed wireless network shall be 100% compliant with the existing Indian Laws and DoT guidelines, the concessionaire shall ensure that logs for the internet users has been maintained for the prescribed period as per the DoT guidelines. The concessionaire shall impose restrictions on access and download from malicious sites for Public Wi-Fi users, such sites shall be as notified by TRAI/ regulatory agencies/ DSCL.

The concessionaire shall encrypt the installed Wireless Access Points with cryptographic keys to ensure that only authorized and authenticated users can use the wireless service. The concessionaire shall also suggest and help in deploying required policies at various levels to prevent any intrusion attack in the wireless network. The concessionaire shall be responsible for the physical maintenance and upkeep of the installed infrastructure to provide the desired wireless connectivity services to city users.

The concessionaire shall ensure that the Wi-Fi access points are installed at the identified locations by DSCL and Concessionaire after completing the required site survey. The concessionaire shall consider the contention ratio of 1:10 per user from day 1 of implementation meeting the above mentioned QoS parameters of the wireless network.

8.2.5 Smart LED Luminaries

The Concessionaire will install Smart Warm LED luminaries with individual controller on these smart street light poles to remotely on/off and monitoring of these LEDs. The total comprehensive warranty for replacement of these LED luminaries is for throughout the complete duration of the concession period. During this period, the Concessionaire has to provide the replacement of all defective LED luminaries and other equipment's related to operation and maintenance LED luminaries. Detailed specifications are available in the section 12.3 pertaining to technical specifications.

8.2.6 CCTV Surveillance

City Safety and Security solution helps protect cities against crime, terrorism, and civil unrest, planning events, monitoring of infrastructure, encroachments etc. It helps law enforcement monitor public areas, analyze patterns, and track incidents and suspects enabling quicker response.

Keeping the above perspective, DSCL for this purpose is intending to implement the high definition IP based surveillance cameras across various locations in the Dehradun city. DSCL will provide RoW, free of cost, for mounting of surveillance camera. The concessionaire shall be required to install at least 20 High definition IP based PTZ cameras to meet the surveillance requirements of the city.

Following is the indicative scope of work:

- Installation and commissioning work includes installation of all required NVRs, cameras, cables laid in PVC conduit etc., commissioning all the systems at the pre-defined locations in the project area
- The concessionaire shall prepare the final camera distribution plan at all the camera locations in discussion with DSCL
- Actual location for placement of cameras at each location, type of cameras, fixation of height & angle for the cameras would be done carefully to ensure optimum coverage

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- The concessionaire should use the industry best practices while positioning and mounting the cameras. Some of the check-points which need to be adhered by the Concessionaire while installing / commissioning cameras are as follows:
 - Ensure Project objectives are met while positioning the cameras, creating the required field of view
 - Ensure appropriate housing is provided to protect camera from the on field challenges
 - Carry out proper adjustments to have the best possible image
 - Ensure that the pole / mast implementation is vibration resistant
- For the successful commissioning & operation of the edge devices and to provide the video feeds to Doon integrated Command and Control Center, the concessionaire shall be required to plan and deploy the desired IP network along with all hardware and equipment required to transmit and store the video feeds generated by the cameras installed in the field.
- For the storage purpose, it is desired that the concessionaire shall store the video feeds generated from the field cameras at 30 fps at-least for 30 days
- The concessionaire will be responsible for the solution deployment / customization for implementing end-to-end Surveillance System, for the desired integration of the installed surveillance network with other components and platforms as desired by DSCL , the concessionaire shall only assist the authorities and extend the APIs for their network.
- The concessionaire shall ensure that the best practices for software development and customization are used during the software development/customization and implementation exercise, if required

8.2.7 Digital Billboards

As part of Pan-City Initiatives, under Smart City Programme for Dehradun, the concessionaires shall be required to implement 30 Digital/Conventional Billboards housed on intelligent poles/street poles. Any addition to the above mentioned number of billboards will be on the discretionary of the concessionaire as per the viability of his business case.

DSCL will have rights for usage of digital billboards for a minimum of 10 minutes per hour per day for displaying new/information for public convenience in case of any natural calamity, emergency, provide information about various schemes, policies of Government being implemented for the welfare of citizens of Dehradun city etc. The concessionaire shall ensure that it would be possible to change the advertisements /Messages in these digital billboards from a centralized location.

8.3 *Procure, Supply and Install*

The concessionaire shall be responsible for installation of Smart Pole Infrastructure including, but not limited to, installation materials/accessories/consumables etc. necessary for the execution of concessionaire's scope of work as detailed out in above sections. The concessionaire shall install poles with additional space for lateral clearance as well as a vertical clearance height as per prevalent guidelines. Concessionaire shall be responsible for executing requisite site preparation work including electrical, civil, administrative etc. in order to ensure that the site is ready and secure for hosting solution. Concessionaire shall be responsible for performing the reinstatement and restoration of the sites back to the previous/normal conditions.

8.4 Commissioning and Go-Live

The concessionaire shall be responsible for achieving the below mentioned milestones:

1. Obtaining installation completion and commissioning certificate (Sign-Off) for all project locations duly verified by nominated agencies/personnel of DSCL.
2. Obtaining all the statutory and regulatory approvals, if required, for the project implementation
3. After the successful commissioning of the project, the system would be declared as Go-Live and enter into O&M phase and the concessionaire would be issued with a Go-Live certificate by DSCL

8.5 Operations and Maintenance

The concessionaire shall be responsible for the operations and maintenance of OFC fiber network and smart poles during the complete duration of the concession period. The concessionaire shall not be held responsible to replace the hardware/equipment once it reaches its End-of-Life, the concessionaire shall make its best effort to run the hardware/equipment till its End-of-Life undertaking all its repair and maintenance on its own cost.

Operation and Maintenance of the OFC network shall cover:

1. Locate and restore the fiber faults as per Service Level Agreements (SLAs) and intimate the Network Operations Centre (NOC) of DSCL immediately the damage/cause/restoration time;
2. Rectify or replace the fault and deteriorated OFC route/Duct, measure the fiber loss, OTDR (Optical Time Domain Reflectometer) traces and fiber integrity
3. Inform DSCL of the rectification or replacement of deteriorated or faulty OFC route/duct;
4. Carry out the rectification or replacement of deteriorated or faulty OFC route/duct as may be directed by DSCL from time to time
5. The error free functioning of the OFC network shall be ensured by the concessionaire in coordination with DSCL

8.6 Hand-over of the system at the end of contractual period

Concessionaire will supply to the Authority the following before the expiry of the contract:

- Information relating to the current services rendered and data relating to the performance of the services; Entire documentation relating to various components of the Project, any other data and confidential information related to the Project;
- All other information (including but not limited to documents, records and agreements) relating to the products & services related to the project to enable the Authority and its nominated agencies, or its replacing Concessionaire to carry out due diligence in order to transition the provision of the project services to the Authority or its nominated agencies, or its replacing Concessionaire (as the case may be).

9 Responsibility Matrix

The roles of the stakeholders shall change over a period of time as the Project will evolve from design to implementation and enter the operations phase. Stakeholders' responsibilities, illustrative organizational structure for the design & implementation phase, operational phase is given below:

Following are the various stakeholders identified for the project;

- City Authority : Dehradun Smart City Limited (DSCL)
- OS : Other Stakeholders (Power Department, Water Department, PWD etc.)
- PMC : Project Management Consultant
- IA : Implementation Agency/Concessionaire (Concessionaire to be selected for the Project's Implementation)

Responsibilities are shown using RACI Matrix which splits Project tasks down to four participatory responsibility types that are then assigned to different stakeholders in the Project.

- R (Responsible) : Those who do work to achieve the task
- A (Approve) : The Stakeholder that ultimately approves the task
- C (Consulted) : Those whose opinions are sought (2 way communications)
- I (Informed) : Those who are kept up-to-date on progress (1-way communication)

#	Activity	Authority	OS	PMC	IA
1.	Issuance of LoA/LoI	A	I	R	I
2.	Signing of the Contract	R	I	C	R
3.	Preparation of the Inception Report	I	I	C	R
4.	Preparation of Detailed Project Plan for the implementation	A	I	C	R
5.	Preparation and finalize various reporting formats	A	I	C	R
6.	Validate the Technical Design and sample review of the specifications	A	I	R	C
7.	Supply, Installation, Configuration and Commissioning of various equipment, components, systems	I	I	C	R
8.	Provisioning of Connectivity between the field equipment and Command & Control Center	I	I	I	R
9.	Preparation of the Policy Documents for Use & Operations of Smart City implementation	A	C	C	R
10.	Training and Capacity Building of the Authority	I	I	I	R
11.	Submission of the Partial Acceptance Testing & Final Acceptance Testing Formats	I	I	C	R
12.	Partial Acceptance Testing & Final Acceptance Testing of IT & Non-IT Equipment	A	I		C
13.	System Documents, User Documents as per ITIL (Information Technology Infrastructure Library) standards	I	I	C	R
14.	Review and Validation of the Documentation submitted by Concessionaire	A	I	R	C
15.	On-Site Facilities Management service	A	I	I	R

#	Activity	Authority	OS	PMC	IA
16.	Comprehensive warranty maintenance of the supplied equipment/Services	I	I	I	R
17.	Provision of on-site spares/Services	I	I	I	R
18.	Quarterly Progress Reports	I	I	C	R
19.	Penalty for breach of SLA	A	I	C	R
20.	Completion certificate after each phase	A	I	R	R
21.	Documentation of all systems during the concession period	A	C	C	R
22.	Contract renewal	R	C	C	R

9.1 Other support from the Authority

- The Authority shall provide warehousing facility in the city of Dehradun
- The Authority shall create a single window clearance mechanism for the concessionaire to provide it with all the approvals and other clearance required to carry out the work described as the scope of this RFP document (i.e. RoW and digging approval for OFC Fibre network laying, clearances from concerned authorities for pole installation etc.)
- The Authority shall provide electricity free of cost for running smart services through smart components like Environmental Sensors, CCTV Cameras and any other smart element installed for city authorities’ usage, however for other revenue earning components like Telecom Infra and Digital Billboard electricity charges shall be borne by the Concessionaire.
- Two separate electricity meters shall be provisioned - one for Digital billboards and Telecom equipment’s and other meter for any other smart elements. The Concessionaire will bear the cost for meter installation and the authority shall facilitate and liaise with power discoms to get the electricity meter installed for the smart poles installed by the concessionaire.
- The Authority shall issue authorization letter to the concessionaire for conducting field surveys during the project inception phase and shall ensure that full support of local administration shall be extended to concessionaire to conduct successful surveys.
- The Authority shall ensure that all RoW charges and road cutting charges inclusive of all one time charges payable as a permission charges are waived off for the implementing the telecom infrastructure and under-ground OFC cable.
- The Authority shall provide a dedicated Project Manager/Lead as a single point of contact for concessionaire to co-ordinate for timely approvals and sign-offs required for the project implementation.
- The Authority shall ensure the timely support and co-ordination with local administration authorities, state police department and other government bodies for timely completion of survey, acceptance testing and design approval procedures and processes
- The Authority shall ensure that required physical space and spare capacity (power, rack-space, cooling arrangement, servers, common networking equipment, etc.) shall be provided to the concessionaire in the existing command control centre established by Dehradun Smart City or any other designated location where centralized hardware and systems are required to be placed as per solution design
- The concessionaire shall integrate smart elements feed to Command & control center and purchase necessary Softwares for integration of all smart elements , however, the MSI of Command & control center will facilitate for integration for the same.

10 Concessionaire Fee

10.1 Intelligent Poles/Telecom Infra

- Exclusive Right of Way (RoW) including road cutting charges and any other one-time approval charges associated, throughout the Concession period, free of cost, for telecom site deployment on the Intelligent Poles installed by Concessionaire and generate revenue out of tenancy
- RoW including the waiver for road cutting and other one-time approval charges, free of cost for installing GBMs at selected location in the project area
- RoW including the waiver for road cutting and other one-time approval charges free of cost for telecom site deployment on the following;
 - Water Tank/Metro or Flyover Pillars (above 9 meter)
 - Bus Stops
 - Public Utilities

10.2 Optical Fiber

RoW including the waiver for road cutting and other one-time approval charges free of cost for laying of fiber will be provided by the Authority within Municipal limits. This right shall be available for the entire concession period.

The Concessionaire can monetize the laid fiber and ducts by leasing it to the service providers prior approval of DSCL.

10.3 Digital Advertisements

The Concessionaire is allowed to monetize Digital Billboards via Advertisements after DSCL allotted time slots.

Concessionaire is also allowed to monetize Wi-Fi access points through Advertisements on landing page, not more than 5 minutes.

10.4 Others

During the implementation phase Concessionaire can suggest any additional revenue generating modes from the implemented smart components and can submit a proposal in this regard. the Authority will review the proposal and decide go/no-go. If approved, the Concessionaire will share additional revenue with the Authority on mutually agreed terms.

Authority shall coordinate with other governmental departments, if any, for facilitating the RoW. The delay in obtaining clearances from such department will not attract any penalty towards the Concessionaire

11 Common guidelines/comments regarding the compliance of equipment/systems

- The specifications mentioned for various IT / Non-IT components are bare-minimum requirements. Concessionaires are required to undertake their own requirement analysis and may propose higher specifications that are better suited to the requirements.
- None of the IT / Non-IT equipment's proposed by the Concessionaire should be End of Life product. It is essential that the technical proposal is accompanied by the OEM certificate and Manufacture Authorization Form, where-in the OEM will certify that the product is not end of life product & shall support for the entire Concessionaire period. In case, the concessionaires fail to get the required certificates from the OEMs then they should submit a self-declaration along the bid response stating that all required OEM certificates shall be submitted before the contract signing.
- All IT Components should support IPv4 and IPv6
- Technical Bid should be accompanied by potential OEMs' product brochures / datasheets.
- Concessionaires should ensure complete warranty and support for all equipment from OEMs.
- All equipment, parts should be original and new.
- Critical core components of the system should not have any requirements to have proprietary platforms and should conform to open standards.
- For custom made modules, industry standards and norms should be adhered to for coding during application development to make debugging and maintenance easier.
- The Concessionaire should also propose the specifications of any additional hardware, if required for the system.
- The Concessionaire must provide the architecture of the solution it is proposing.
- Concessionaire is required to ensure that there is no choking point / bottleneck anywhere in the system (end-to-end) and enforce performance and adherence to SLAs.
- All the hardware and software supplied should be from the reputed Original Equipment Manufacturers (OEMs). Authority reserves the right to ask replacement of any hardware / software if it is not from a reputed brand and conforms to all the requirements specified in the tender documents.
- All licenses shall be transferred to the name of the Authority after the end of concession period.

12 Technical Solution

12.1 Intelligent Pole

12.1.1 The pole shall be designed as per the loading and other requirements of telecom business operations with height ranging from 9 mtrs to 30 mtrs.

12.1.2 The concessionaire shall be required to get the design of the telecom smart poles approved from DSCL during the project inception phase before starting the project implementation

12.2 Bill of Quantity (BOQ)

Following is an indicative Bill of Quantity to deploy overall solution. Concessionaire to note that the following is only indicative and bare minimum requirement. Concessionaire can enhance the BoQ basis his solution requirement;

#	Component	Unit	Quantity	Remarks
Intelligent Poles, GBM, Other Telecom Infra				
1.	Lean Intelligent Poles for Smart Elements	Nos.	30	As per Technical specifications
2.	Intelligent Poles for Telecom services	Nos.	30	As per Technical specifications
3.	Ground Based Mast (24 m to 30 m)	Nos.	70 (minimum)	As per Technical specifications
Optical Fiber				
1.	Optical Fiber	kms	100 +	As per Technical specifications
Smart Elements				
1.	Wi-Fi Access Points	Nos.	30	As per Technical specifications
2.	Wireless Management Controller*	Nos.	2	As per solution requirements
3.	OSS/BSS System*	Nos.	1	As per solution requirements
4.	Internet Leased Line	Mbps	100	As per solution requirements
5.	CCTV Camera	Nos.	20	As per Technical specifications
6.	NVR System for CCTV Cameras	Nos.	1	As per Technical specifications
7.	Smart LED Luminaries	Nos.	60	As per Technical specifications
8.	GSM SIMs for Smart LED Luminaries	Nos.	60	As per Technical specifications
9.	Digital Billboards	Nos.	30	As per Technical specifications
Networking Components				
1.	Networking equipment	Lot	1	As per site and solution requirements

* The concessionaires are also allowed to explore for the cloud solutions that can be utilized to meet the end objectives of this RFP documents in terms of the services being provisioned for city residents

NOTE:

1. All the proposed OEMs should have a registered office and Service Centre in India for at least 7 years preceding the last date of submission of proposal. Supporting documents to be submitted in the bid.
2. All the proposed OEMs should have applicable (Bureau of Indian Standards) BIS registration for their proposed make and model. Copy of the certificate should be submitted along with the technical bid.

12.3 Technical Specifications

12.3.1 Specifications of Smart Poles (9m to 12m)

12 m Smart Pole		
S. No.	Requirements	Compliance (Yes/ No)
1.	Base diameter of Pole shall be maximum of 300 mm.	
2.	The pole shall be able to hoist 6 Nos. of Small cells.	
3.	The pole should be able to support 2 light arms for LED lights	
4.	Pole shall have galvanized steel structural core and should comply to IS:4759 (1996), Hot dip galvanized on structural steel.	
5.	It should be possible to support other smart elements such as environmental sensors, CCTV surveillance cameras and Wi-Fi access points.	
6.	The pole shall be designed for a life span of 20 years	
7.	IIT/CSIR-SERC approval certificate for structural stability shall be provided.	
8.	The Smart pole site should be possible to house telecom equipment's from all reputed OEMs in an over ground cabinet of IP55 rating near Smart pole.	

12.3.2 Specifications of GBM poles (24m to 30m)

24 m -30 m Ground Based Monopole (GBM)		
S. No.	Requirements	Compliant (Yes/No)
1.	Base diameter of Pole shall be maximum of 1400 mm.	
2.	The pole shall be able to hoist 3 Nos. of Tenants (Macro Site) i.e. the pole shall be able to hoist 6 Nos. MW of 600 mm diameter & 9 Nos. of GSM Antennas.	
3.	The pole should be able to support 2 light arms for LED lights.	
4.	Pole shall have galvanized steel structural core and should comply to IS:4759 (1996), Hot dip galvanized on structural steel.	
5.	It should be possible to support other smart elements including Wi-Fi access points, environment sensors and CCTV cameras.	
6.	The pole shall be designed for a life span of 20 years.	
7.	The Antennas shall be covered in a Camouflage material with the diameter of camouflage not greater than 2700 mm.	
8.	The camouflaging material (to cover RF equipment's) should have RF transparency with maximum 2 dB of attenuation covering all the radio frequency bands available in India.	
9.	IIT/CSIR-SERC approval certificate for structural stability shall be provided.	
10.	The pole site should be possible to house telecom equipment's from all reputed OEMs in an over ground cabinet box of IP55 rating near GBM.	

12.3.3 Specifications for Fibre Laying

Optical Fibre

S.No.	Specifications	Compliant (Yes/No)
1	Cable Type: 96 Core Armored	

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2	Mode: Single Mode	
3	Cladding Diameter: 125.0 $\mu\text{m} \pm 1.0$	
4	Coated Fibre Diameter: 245 $\mu\text{m} \pm 10$	
5	Core/cladding concentricity Error: $\leq 0.8 \mu\text{m}$	
6	Coating/cladding concentricity Error: $\leq 12 \mu\text{m}$	
7	Cladding non-circularity: $\leq 1.0 \%$	
8	Mode Field Diameter: 9.3 $\mu\text{m} \pm 0.5$ at 1310nm	
9	Attenuation (cable): 0.36dB/Km at 1310nm, 0.25dB/Km at 1550nm	
10	Zero-Dispersion Wavelength: 1300 to 1322 nm	
11	Zero-Dispersion Slope: $\leq 0.092 \text{ ps/Sq. Nm .km}$	
12	Cut-off Wavelength: $\leq 1260 \text{ nm}$	
13	Polarization Mode Dispersion Coefficient: ≤ 0.2 at 1310nm	
14	Fibre macro bend loss: $\leq 0.05\text{dB}$ at 1550 nm with 75 mm dia, 100 turns	
15	Fibre macro bend loss: $\leq 0.5\text{dB}$ at 1550 nm with 32 mm dia, 1 turn	
16	Cut off Wavelength: 1260-1270 nm	

HDPE for laying OFC

Permanently lubricated HDPE telecom Ducts for use as underground optical fibre cable conduits conforming to TEC/GR/TX/CDS-008/03/MAR-11 issued by Telecom Engg. Centre, New Delhi.

1. HDPE Pipe Silicon Coated 40/33 mm i.e. outer/inner dia
2. Permanent lubricated HDPE Pipe / Duct shall confirm to IS 7328 or to its equivalent
3. Impact strength No crack or split in compliance to IS 12235
4. Environmental Stress cracking resistance (ESCR) conforming to American Society for Testing & Materials (ASTM) D 1693
5. Environment Condition with ambient temperature: 0 deg C to +55 degree C
6. Appearance: Smooth inside & outside surface, free of blisters, shrink, hole, flaking, scratches & roughness. Duct shall be smooth, clean and round
7. Lubricated layer: Must have inner lubricant layer clearly visible & white in color, uniform in thickness
8. HDPE Jointing Coupler:
 - a) As per standards, Compatible with the FDMS
 - b) Should be able to house Single mode fibre connectors
 - c) Should have option of 3 Duplex SC adaptor
 - d) Should have rugged ceramic (Ziconia) sleeve for fibre ferrule alignment
 - e) Insertion loss (Max) = 0.5 db
 - f) Insertion loss(Typical) = 0.2 db
 - g) Service life (Cycles) = 1000 cycles

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h) Storage temperature- 0 deg C to 85 deg C

Junction Box:

S.No.	Specifications	Compliant (Yes/No)
1	Size: Suitable size as per site requirements to house the field equipment	
2	Cabinet Material: GI	
3	Material Thickness: Min 1.2mm	
4	Number of Locks: Two	
5	Protection: IP 55, Junction Box design should ensure to keep the temperature within suitable operating range for equipment's and should also avoid intentional water splash and dust intake	
6	Mounting: On Pole / Ground mounted on concrete base	
7	Form Factor: Rack Mount/DIN Rail	
8	Other Features: Rain Canopy, Cable entry with glands, proper earthing and Fans/any other accessories as required for operation of equipment's within junction box.	

Fibre Distribution Box

S.No.	Specifications	Compliant (Yes/No)
1	Maximum Height: 270 mm (or as per requirement)	
2	Maximum Width: 240 mm (or as per requirement)	
3	Maximum Depth: 80 mm (or as per requirement)	
4	Capacity: 6 Fibre (or as per requirement)	
5	Type of Connector: SC/LC/FC (As per field requirement)	
6	Others: The Fibre distribution box shall be suitable for fixing into IP 65 enclosure which shall be mounted on the pole and would also house access switch and other accessories.	
7	The Fibre distribution box shall have sufficient space to route the 4 pigtailed which shall be terminated into the access switch.	
8	The Fibre distribution box shall have sufficient glands for entry and exit of optical Fibre and pigtailed.	

12.3.4 Specifications of Smart LED Luminaries

S.No.	Specifications	Compliant (Yes/No)
1	The smart street lighting system should be able to operate at any weather conditions	
2	The smart street lighting system should preferably be communicating using WIFI technology. Other allowed technologies can be ZigBee, LoRA and IEEE 802.15.4	

3	The smart street lighting system should be able to communicate to the Lighting Operations Management software hosted on the data centre	
4	The smart street lighting system should have the capability to receive the instruction from the Lighting Operations Management software and act accordingly	
5	The smart street lighting system should be able to operate the lights switch on/off, increase/decrease luminosity (Dimming) as per the command received from the Lighting Operations Management software	
6	The Lighting Operations Management software should have the capability to apply policies to the smart lighting system.	
7	Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights	
8	The city administration should be able to see the real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software	
9	The city administration should be able to operate the Smart Lighting System manually too.	
10	The smart lighting system should be able to communicate the system issue or failure to the Lighting Operations Management software.	
11	The smart lighting system are preferably a combination of LED lights and sensors. The LED controller of LED luminaries shall have ready to use feature to support the sensors for lumens controlling based on movement of traffic/ human and/ or on change in the weather conditions.	
12	The individual lights are to be monitored by electronic controller using a long range radio frequency communication technology	
13	The controller should be able to operate autonomously as per the defined schedules and light level sensors	

Luminaries Technical Specifications:

Luminaries (220W+-5%) shall be Confirming to warm 2400-2700K with LUX level of 30 average at ground.

1. LED

- LED chip (Single Brand and single specifications) is allowed for a single category/wattage of product, and mixing of chip is not allowed for single product.
- LED report (for LED parameters like Lumen per watt, CCT, CRI, Beam Angle from ILAC/MRA/NVLAP/KOLAS/EPA/NABL accredited manufacture or TPL)
- LM 80/IS:16105 report (from ILAC/MRA/KOLAS/NVLAP/EPA/NABL accredited manufacture or TPL)
- IEC 62471 and assessment of blue light as per IEC/TR 62778-Ed. 1.0.

2. Luminaries (warm 2400-2700k LUX level of 30 average at ground)

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- Type tests report as per IS: 10322 part 5 sec-3/IEC:60598-2-3 from NABL accredited TPL (IP classification is IP 65/66; INSITU/Junction temp measurement shall be part of Thermal test).
 - Test Report as per LM 79/IS:16106 from ILAC/ MRA/ NVLAP/ KOLAS/ EPA/ NABL accredited TPL (IP classification is IP 65/66)
 - Test report for IK as per IS 10322
 - Test report with summary for compliance as per tender parameters (operating voltage, Constant light output, Luminous flux per watt, CCT, CRI, uniformity calculation, P.F Wattage, (for LED parameters like Lumen per watt, CCT, CRI, Beam Angle from accredited manufacture or TPL).
 - LM 80/IS:16105 report (from ILAC/MRA/KOLAS/NVLAP/EPA/NABL accredited manufacture or TPL).
 - Declaration and endorsement of BOM from Manufacture for components.
 - NABL certificate should be submitted within 90 days of bid submission.
3. LED Driver
- Type Test report as per IS:15885- Part 5 sec-13, IS:16104.
 - Test report as per tender specification (drive efficiency, THD, <15% Surge protection >= 4kv internal & 10KV external)
 - NDMC is at liberty to verify genuineness of LM79/NABL test report and other supporting documents from the LAB/LED manufacture.
 - NABL certificate should be submitted within 60 days of bid submission.

Typical specifications of led streetlights to be provided by the concessionaire (220W + 5%) is as under:

Sn	Type of Test /Specification	Test Method	Compliance (Yes/No)
1	<p>Warm LEDs shall be used in the Luminaries:</p> <ul style="list-style-type: none"> • LED technical datasheet for the LED source intended for supply of the project including packaging details to be submitted. • LED chip manufacturer to provide an authorization letter in favor of luminary manufacturer stating their supply for execution of the project. However, concessionaire shall supplement test report for technical performance as per the RFP.LM-80 test reports should have an accreditation of ILAC/ MRA/ KOLAS/EPA International certifying agencies. • To submit LED chip manufacturer's credential viz proof of supplies made to Indian Companies and recommendation from Lighting manufacture along with technical bid. 	Specify make	
2	Concessionaire shall submit proof of procurement of LEDs and LM-80 test reports of specific LED used in the proposed Luminaire. (no other chip details to be offered).	LM-80/IS 16105 test report including	

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3	Life span of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output. (Manufacture shall submit the proof-L70& TM 21 test report). The LED Drivers for Luminaries under this RFP must be approved from BIS under Compulsory Registration Scheme.	technical data sheet of LED chip from ILAC/ MRA/KOLAS/ NVLAP/ EPA International certifying agencies.	
4	Colour rendering index (CRI) of the LEDs used in the luminaire shall be greater than 70.		
5	LED chip efficacy shall be more than 135 lumens/watt at TJ 25C(Manufactures shall submit the proof- LED Technical Data Sheet to be submitted)	-	
6	Junction Temperature (Tj) Should be less than value at which LM80(IS16105) data published. Should be >105 Degree C	-	
7	Manufacturer shall submit the Photo Biological Safety Report for the LED as per IEC 62471 and assessment of blue light as per IEC/TR 62778-Ed.1.0.	IEC 52471 & TR 62778-Ed. 1.0 Test report	
8	Colour temperature of the luminaire shall be in the range of nominal 2400K to 2700K (CCT as per BIS only)		
9	Power factor <input type="checkbox"/> =0.90		
10	Chip Efficacy (lumen/watt) Shall be minimum 135 lumen/watt, system lumen output at 25 degree C, supported by LM80 report shall be submitted.	LM 80/IS16106-2012 from NABL certified TPL	
11	CRI of Luminaries >=70 (supported by LM80 report shall be submitted)		
12	Light Uniformity ratio (E_{min}/E_{avg}) shall be as IS 1944 based on category of road Uniformity calculation for road width, pole height, overhang width etc. based on IES file generated by IES: LM 80/IS 16106 testing.		
13	The luminaire light output (lumen) shall be constant. The voltage variations/ fluctuations in the specified voltage range shall not impinge upon the lumen it produce maximum +/- 2% is allowed throughout in the input operating voltage range Overall system output minimum 95 lumen/watt.	-	
14	Operating voltage 140 V to 270 V universal electronic driver with surge protection of >=4 KV (Application IS 15885, Driver safety 16104-1/2).	Test report from TPL NABL Accredited lab.	
15	Total Harmonic Distortion <15% THD- Test method IEC:610003-2		

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16	LEDs shall be operated at a current less than 90% of its rated current and should have LM80 approval on this current rating.		-	
17	LED driver efficiency	$\geq 350\text{mA} \leq 1000\text{mA}$	-	
18	LED driver efficiency Driver: High Voltage, Low current	$> 85\%$	-	
19	Luminaire body temperature should not exceed 30 deg C from ambient (45 deg C) without tolerance of 10 deg. C after 24 Hrs. NABL report to be submitted.		-	
21	Heat dissipation/heat sink	Well- designed thermal management system with defined heat sink.	-	
22	Input Current $\leq 1000\text{mA}$		-	
23	Should have Open Circuit protection		-	
24	The Luminaire housing shall be made up of Corrosion free High Pressure Aluminum die cast thus conforming the luminaire to minimum IP-66 for all wattage protection and safety as per IEC 60598/IS 10322. (NABL accredited lab report supporting the same shall be furnished at the time of supply). Necessary Guarantee & warranty certificate must be submitted at the time of bid submission.(only single housing fixture allowed.)		TPL NABL Accredited Lab as per IS:10322 part 5 sec-3/ IEC:60598-2- 3.	
25	The Luminaire shall be equipped with distortion free, clear, heat resistant, toughened, UV stabilized glass cover in the front fixed to the die cast. Aluminum frame which shall be fixed to the housing by means of stainless steel screw.			
26	The Luminaire shall be built in such a way it can withstand wind speed of 150Kmps. NABL accredited lab report supporting the same shall be furnished by the manufacture .(Impact resistance $> IK07$).			
All LED street lights shall be confirming to the following Technical Specifications.				
27	Cover/glass without lens or with lens	Fixture cover-UV stabilized Polycarbonate/ heat resistance toughened glass or equivalent will be accepted for the Luminaire without lens. For the Luminaire with lens, toughened	DECLARE.	
28	Frequency	50 Hz+/-3%	-	

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29	Operating temperature	Range-10° C to +50° C	As per IS: 10322 Part 5 sec-3 sample will be tested at Ambient Temperature +10°C hence 60° C in this	
30	Protections	IP66 for all wattage, Surge protection external 10 kv, IEC61000-4-5	CONFIRM	
31	Working humidity	10% to 90% RH	CONFIRM	
32	Conformation standards of Luminaire (test reports of Luminaire)	The Luminaire should conform to IEC 60598/IS:10322. The Luminaire should be tested as per IEC 60598-2- 3:2002/IS:10322 Part 5 sec-3 standards and following test reports should be submitted. Heat resistance test, thermal test, Ingress protection test, drop test electrical/ insulation resistance test, endurance test, humidity test, photometry test (LM79 report) vibrant test.	From NABL Certified TPL test report test report as per IS:10322 Part5 sec-3/ IEC:60598-2-3	
33	Testing Requirements	LM80(IS16105) NABL Acc. Lab certificate for LED and LM79 (IS16106), IEC60598/ IS:10322 for LED Luminaire.	CONFIRM	
34	Finish	Aesthetically designed housing with grey color corrosion resistant polyester powder coating.	DECLARE	
35	Luminaire configuration/ technical requirement	Side entry type. Shall consist of separate optical and color gear compartments. It should be easy replacement in the field condition.	DECLARE	
36	Compliance	RoHS/CE/ERTL/ERDI	CONFIRM	
37	Surge protection	External surge protection of 10 KV to be separately installed with each fixture.	CONFIRM	
38	Make of LED chip	NICHIA/OSHRAM/PHILIPS-LUMINEDS/ CREE/SEOUL-SEMI CONDUCTOR/ SAMSUNG/EVERLIGHT.	CONFIRM	
39	Lamp starting time	should not be more than 10 sec	CONFIRM	
40	Internal wiring	Internal wiring with fibre glass multi- strand copper wire	CONFIRM	
41	Overall system efficacy	More than 85%.	CONFIRM	

12.3.5 Specifications of Digital Billboards

S.No.	Specifications	Compliant (Yes/No)
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S.No.	Specifications	Compliant (Yes/No)
1	Smart Billboard should be of size 60 inch diagonally (maximum) and rectangular in shape	
2	It should provide access support for 2G, 3G, 4G, LTE, Wi-Fi, 5G etc. for purpose controlling and managing Bill board.	
3	Should be FCC, CE, UL certified	
5	The Billboard should be of full Matrix type with RGB Pixel configuration (min P10 or better)	
6	The Billboards should be hanged at the height of at least 5 meters or above so that it does not obstruct vehicular traffic and pedestrians, however the uniformity should be maintained on all the poles	
7	The Billboard should be IP65 grade on Front sides and IP 54 for back side cabinet.	

12.3.6 Specifications of CCTV Camera

S. No	Features	Specifications	Compliance Yes/No
1	Certifications	UL/CE/FCC/BIS	
2	Compatibility	ONVIF profile S	
3	Sensor	1/1.7" CMOS	
4	Resolution	5MP or better	
5	Multiple Stream	Quad Stream	
6	Frame Rate	5MP@30fps, 3MP@25 fps,	
7	Focal Length	(f=6.5 - 202mm), 31x Optical zoom	
8	Field Of view	Wide : 58.2° (H), 34.4° (V), 65.2° (D) Tele : 1.99° (H), 1.13° (V), 2.3° (D)	
9	Optical Zoom	31X	
10	Digital Zoom	12X or better	
11	Focus	Auto / Manual	
12	WDR	120 dB	
13	Noise Reduction	2D / 3D should support defogging feature	
14	Shutter Speed	1/30 ~ 1/10000 sec.	
15	IR	Inbuilt IR, IR distance up to 200mtr or better	
16	Illumination Adjustment	IR illumination adjustment by zoom ratio with inbuilt IR LEDs	

17	Day & Night	IR Cut filter	
18	Min Illumination	Color : 0.1 Lux @ F1.55 B/W : 0 Lux (IR LED ON)	
19	Iris	P iris	
20	Edge Video Content Analytics	Camera should have in-built analytics Video Motion Detection, Active Tampering Alarm, Auto Tracking, Should also support Face Detection	
21	Storage backup on network failure	Camera should support network failure detection, Camera should have the capability to start the recording automatically on SD card in case of connectivity between camera and NVR/Storage device goes down	
22	Edge Storage	Built in SD card slot with support at least 128 GB SD card	
23	Video Compression	H.265, H.264 , M-JPEG	
24	Privacy Mask	At least 8 privacy zones	
25	PTZ	Pelco D, Pelco P, DSCP Protocol Support	
26	Audio	2 Way audio	
27	Audio Compression	G.711 / G.726 / AAC	
28	PAN	360 ° endless , Manual speed 0.1° ~ 300°/s , preset speed 9° ~ 350°/s	
29	Tilt	,200° , Manual speed 0.1° ~ 200°/s , Preset speed 7° ~ 300°/s , Auto flip	
30	Presets	256	
31	PTZ Operation	8 sequence, 8 cruise	
32	Speed by zoom	On / Off (Pan and tilt speed proportional to zoom ratio)	
33	Home Function	Preset / Sequence / Auto pan / Cruise	
34	Calibration	Auto(On/Off)	
35	Resume after power loss	Supported zero downtime power switching	
36	Protocols	IPv4/v6, TCP/IP, UDP, RTP, RTSP, HTTP, HTTPS, ICMP, FTP, SMTP, DHCP, PPPoE, UPnP, IGMP, SNMP, QoS, ONVIF, ARP	
37	Security	HTTPS / IP Filter / IEEE 802.1x	

38	Alarm	Input 8 / Output 2	
39	Alarm response	Preset / Sequence / Auto Pan / Cruise	
40	Ethernet Interface	1 X RJ 45	
41	Supported Web browser	Internet Explorer (10.0+) / Firefox / Safari/Mozilla	
42	Weather Proof	IP66,IK10 & inbuilt heater housing	
43	Operating Temperature	, -10°C ~ 50°C	
44	Power Supply	802.3at (PoE+) 4-Pair 60W / AC 24VAC /PoE, ± 20% / DC 12V	
45	Power Consumption	70W or less (with IR & Heater on)	
46	Image Stabilization	Camera should support Image Stabilization	
47	Defogging	Should Support defogging feature	

12.3.7 Specifications of Wireless Access Point

S.No.	Specifications	Compliant (Yes/No)
1	The quoted wireless Access Point should be WPC-ETA approved	
2	AP should be IP67 (or higher) certified. No third-party casing will be accepted	
3	Support 802.3 standard Power-over-Ethernet (PoE+/UPoE) with full capacity operation at full power of the radios	
4	Must support Direct 100- 240 V AC/DC or PoE+ to power up access point	
5	Minimum of 4 SSIDs available on each AP simultaneously without negatively impacting system performance	
6	Access Point radio should be minimum 3 x 3 MIMO with minimum 3 spatial streams. Dual Radio capable.	
7	Real-time, fully integrated spectrum analyzer capabilities on the APs, that does not require dedicated sensors or separate operating system running on the AP radios	
8	The Access Point should have the technology to improve downlink performance to all mobile devices	
9	Access Points must support 802.11ac from day one and backward compatible with 802.11n/g/b standards	
10	For diagnostics, real time packet capture on the APs should be available	
11	Access point should be supplied with OEM mounting kit and shall support various mounting options	
12	The Access point shall be rated for operation over an operating temperature range of 0° to 55°C or higher	
13	For management, real-time, fully integrated spectrum analyzer capabilities on the APs should be available, that does not require dedicated sensors or separate operating system running on the AP radios	

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14	The access point should be capable of performing security scanning and serving clients on the same radio. It should be also capable of performing spectrum analysis and security scanning using same radio	
15	AP should comply key International and Indian standards for safety, including RF radiations. APs must protect internally stored configuration information	
16	To maintain consistent quality of service for users, network traffic should be prioritized according to applications/users and handled in the AP/Controllers or upstream devices so that critical traffic is processed immediately, and network congestions are avoided	
17	AP should have minimum one Auto-sensing Ethernet 10/100/1000 MBps port	

12.3.8 Specifications of Wireless LAN Controller

S.No.	Specifications	Compliant (Yes/No)
1	Must be compliant with IEEE CAPWAP or equivalent for controller-based WLANs.	
2	WLAN controller should have scalability to support 150 Access points from day 1 without any hardware change. License as per requirement.	
3	Should be rack-mountable. Required accessories for rack mounting to be provided.	
4	Should support minimum 4000 VLANs	
5	WLC must support TFTP, FTP and SFTP transfer mode.	
6	Must support stateful switchover between active and standby controller in a sub second time frame.	
7	Should support client load balancing to balance the number of clients across multiple APs to optimize AP and client throughput.	
8	Should support policy based forwarding to classify data traffic based on ACLs	
9	Should support Hot Spot 2.0	
10	Must support dynamic Airtime allocation on per WLAN, per AP and Per AP group basis.	
11	Must be able to restrict the number of logins per user.	
12	Should support web-based authentication to provide a browser-based environment to authenticate clients that do not support the IEEE 802.1X supplicant.	
13	Should support port-based and SSID-based IEEE 802.1X authentication.	
14	Should support MAC authentication to provide simple authentication based on a user's MAC address.	
15	WLC should be able to exclude clients based on excessive/multiple authentication failure.	
16	Should support SNMPv3, SSHv2 and SSL for secure management.	
17	Should support AP Plug and Play (PnP) deployment with zero-configuration capability	
18	Should support RADIUS authentication.	

13 Payment Terms

13.1 Revenue Sharing

- Concessionaire will generate revenue as per the various modes mentioned in the RFP and share the concession fee, escalated by 5% per year with the DSCL on quarterly basis.
- In case any penalty is imposed on the Concessionaire, the same will be paid by the Concessionaire with the next quarterly installment of concession payment
- During the implementation phase, Concessionaire can suggest any additional concession generating modes from the implemented smart components and can submit a proposal in this regard. DSCL will review the proposal and decide go/no-go. If approved, the Concessionaire will share additional revenue with the DSCL on mutually agreed terms.
- Concessionaire to pay the relevant taxes to the Government which would occur while generating the revenue

14 Timelines, SLA and Penalties

This section is to be agreed by the selected Concessionaire as the Service Levels and key performance indicator for this engagement. The following section reflects the measurements to be used for tracking, monitoring and reporting of performance on a regular basis and imposition of penalties for non-performance as per the terms of this RFP.

The purpose of this section is to define the levels of service which shall be provided by the Concessionaire for the duration of the contract. Service Level Agreement (SLA) shall become the part of contract between Client and the Concessionaire. The Concessionaire has to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services, throughout the concession period.

For purposes of the SLA the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:

- a) "Total Time" - Total number of hours in the quarter being considered for evaluation of SLA performance.
- b) "Uptime" – Time period for which the specified services/ outcomes are available in the quarter being considered for evaluation of SLA
- c) "Downtime"- Time period for which the specified services/ components/outcomes are available in the quarter being considered for evaluation of SLA
- d) "Scheduled Maintenance Time": Time period for which the specified services/ components with specified technical and service standards are not available due to scheduled maintenance activity. The Concessionaire is required to take at least 10 days prior approval from Client for any such activity. This would be allowed in off peak hours- generally from midnight for a maximum of 4 hours and would be granted once in a quarter and exclude festive timings etc.
- e) "Incident": Any event / abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.

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f) “Response Time”: Time elapsed from the moment an incident is reported in the Helpdesk over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.

g) “Resolution Time”: Time elapsed from the moment incident is reported to Helpdesk either in person or automatically through system, to the time by which the incident is resolved completely and services as promised are restored.

14.1 Timeline for Delivery

T=Date of Signing of Contract

Project Activity	Deliverables	Responsibility	Timelines	Payment% (if Grant)
Supply, Installation and Commissioning of <ul style="list-style-type: none"> • OFC Network • Smart Pole • IP Based network 	<ul style="list-style-type: none"> • Dark fiber Network Connectivity • Smart Poles • GBMs • Smart Elements – CCTV Cameras, Wi-Fi Access Points, LED Light and Digital Billboards 	Concessionaire	T + 12 months	100%

The aforementioned schedule is indicative; however, Concessionaire needs to provide an exhaustive work plan in their proposal which would be evaluated during technical evaluation.

For smart elements including CCTV cameras, Wi-Fi access points and Digital Billboards, the concessionaire shall only be responsible for supply, mounting and commissioning at the pole site and it will be DSCL’s responsibility to transport, integrate and process the data feed generated from these smart elements. The concessionaire shall handover the smart elements to DSCL after the installation and commissioning at the pole site and shall not be held responsible for the performance of the smart elements for the remaining period of concession period.

14.2 Service Level Conditions

14.2.1 Pre-Implementation SLAs:

These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs for completion of the entire system commissioning till GO LIVE.

For delay of every week in completion & submission of the deliverable mentioned in the section of Deliverables & Timeline, the Concessionaire would be charged with a penalty as follows:

Delay (Weeks)	Penalty%
2 Week	INR 1 Lakh per week for the undelivered supply/services

14.2.2 Post-Implementation SLAs (During O&M Period):

- In case of deficiency in ongoing performance, the following service level penalties shall be applied, these SLAs shall be used to evaluate the performance of the services on monthly basis but penalties would be levied for cumulative performance for the quarterly basis.

14.2.2.1 Proposed SLAs for OFC Network Back-bone

#	Uptime SLA (Quarterly) For OFC Network Back-bone	Penalty values per Quarter
1.	Uptime up to $\geq 95\%$	No Deduction
2.	$<95\%$	INR 10 Lakh for per unit percentage drop in the uptime % (i.e. if the uptime recorded is 93% then the concessionaire shall be liable to pay INR 20 Lakhs only)
3.	Service Affecting Fault Damage to Optic Fiber Cable shall be restored within a maximum period of 8 hours in normal situation. In case of local encumbrances the grace period of 4 hours beyond 8 hours may also be considered	Each Non-Compliance to proposed Service Levels shall be penalized at the rate of INR 5,000
4.	Non Service Affecting Fault Damage to Optic Fiber Cable shall be restored within a maximum period of 16 hours in normal situation. In case of local encumbrances the grace period of 4 hours beyond 8 hours may also be considered	Each Non-Compliance to proposed Service Levels shall be penalized at the rate of INR 10,000

Note:

- There shall be a network stabilization period of at-least six months starting from the date of Go-Live of the project, SLA penalties shall commence only post completion of the stabilization period
- For the calculation of SLA's the laid and commissioned network shall be considered as a unit of measurement
- Uptime SLA of below 90% for network as a whole, consecutively for three months shall be considered as a good measure to initiate the show cause notice for improved performance within three months as a recovery period.
- Service affected due to the cut of lit fiber will be treated as service affecting outage and service affected due to the cut of dark fiber will be treated as non-service affecting outage
- Penalty levied for non- performance as per SLA requirements will have to be paid by the successful Concessionaire to the DSCL
- Any non-compliance to proposed SLA's due to reasons not solely attributable to the concessionaire shall not be considered for penalty calculations.

14.2.2.2 SLAs and Penalty for Smart Elements

- These SLAs shall be used to evaluate the performance of the services on monthly basis but penalties would be levied for cumulative performance for the quarterly basis up to 10% of annual concession fee committed to the DSCL as per scope in the relevant period.
- The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. All such required tools should be provided by the Concessionaire. DSCL will have the authority to audit these tools for accuracy and reliability.

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- If penalty calculations exceed 10% of annual concession share committed to the Authority for four consecutive quarters, the Authority can take appropriate action including termination of the Agreement after providing written notice and cure period of one quarter from the date of receipt of such written notice of termination to the Concessionaire.
- First Quarter of the O&M period shall be termed as “Stabilization Period”, in which non adherence to SLA parameters would not attract penalties. Under no circumstances, the stabilization period shall be extended.
- The SLA to be adhered during O&M (project execution phase) are as follows:

#	Particulars	SLA Parameter (Monthly)	Monthly Penalty Charges (inc. of taxes)
1.	Uptime of Wi-Fi Services for Internet	99 %	Rs. 5000 per every 0.5% of the reduced uptime
2.	Uptime of Digital Billboards	99 %	Rs. 5000 per every 0.5% of the reduced uptime
3.	Uptime of CCTV Camera	99 %	Rs. 5000 per every 0.5% of the reduced uptime
4.	Uptime of Environmental Sensors	99 %	Rs. 5000 per every 0.5% of the reduced uptime
5.	Average bandwidth to the user during the free duration time	512 Kbps	Rs. 5000 per every 10 Kbps of reduced bandwidth provisioning to the users. Rs. 1000 for each incident of access not granted to user due to capacity issue. Capacity includes Bandwidth and Appliance capacity.
6.	Latency	<=50 ms	Rs. 5000 per every 5 ms of increased latency

Downtime means non-working/ non-availability of aforementioned parameters at pre-defined locations. Cumulative Uptime shall be calculated as $[1 - (\text{no. of AP/Smart Billboards etc. hours not available}) / (\text{Total no of APs/Smart Billboards etc.} * \text{Total hours in one month})]$. The uptime and downtime hours will be calculated on cumulative basis and not individual downtime for a component. This downtime will be used for penalty calculations on quarterly basis and necessary penalty calculated have to be deposited by the Concessionaire.

The Cumulative Uptime calculation will have following exclusions:

- APs down on account of power unavailability for more than 1 hour
- APs down on account of delay in permission to repair fiber cut
- APs down on account of Force Majeure
- APs down on account of reasons not attributable to Concessionaire
- SLA calculation for Average bandwidth to the user during the free duration time as mentioned in point 3 in the table above will exclude APs which were down

Cumulative Uptime Calculation: Illustration 1

For example, if 400 nos. of APs are deployed at various locations, and 100 AP do not work for 5 hours, the total non-working AP hours will be 500 and the uptime would be 99.82 which is computed as $\{1 - ((100*5)/(400*30*24))\}$, [400 being the number of APs, for 30 days on 24 hours basis].

Cumulative Uptime calculation: Illustration 2

If 400 nos. of APs are deployed at various locations, and 400 APs do not work for 10 hours in a month, the total non-working AP hours will be 4,000 hours. The uptime for the access points shall be calculated as: $(1 - (400 * 10) / (400 * 24 * 30)) * 100\% = 98.61\%$, [400 being the number of APs, for 30 days on 24 hours basis].

Long Outages (more than 3 days) of Single Element:

If any access point or any other smart element is down for more than continuous 3 days in a month provided the access point or any other smart element is not down because of Fiber issue, power availability, Connectivity, Sabotage and Theft, this will be treated as long duration outage and its downtime shall be excluded from the above Uptime and Downtime calculations.

All such APs would be subjected to a Penalty of INR 500/- per day for first 30 days after 3 days of continuous downtime. For downtime beyond 30 days after 3 days of continuous downtime, a penalty of INR 1,000 per day of downtime will be applicable for such AP till it is made working.

14.2.3 Conditions for No Penalties

- There is a force majeure event affecting the SLA which is beyond the control of the Concessionaire. Force Majeure events shall be considered in line with the clause mentioned in the RFP.
- The non-compliance to the SLA has been due to reasons beyond the control of the successful Concessionaire.
- Theft cases would not be considered as “beyond the control of Concessionaire”. Hence, the Concessionaire should be taking adequate anti-theft measures, spares strategy, Insurance as required to maintain the desired required SLA.

15 Limitation of Liability

The liability of Concessionaire (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the work, deliverables or services covered under this RFP, shall be the payment of direct damages only which shall in no event in the aggregate exceed the 5% of the total amount of capital expenditure required to meet the objectives mentioned in this RFP document.

In no event shall Concessionaire shall be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims even if it has been advised of their possible existence.

16 Liquidated Damages

In the event of delay or any gross negligence, for causes attributable to the Concessionaire, in meeting the deliverables, the DSCL shall be entitled at its option to recover from the Concessionaire as agreed, liquidated damages, as per the criteria mentioned in Service Level Conditions as mentioned in this RFP document. LDs (if any) shall be applicable only for delays solely attributable to the Concessionaire.

The concessionaire shall indemnify DSCL for any loss/inconvenience caused by them to assets of private agencies. However, in case of damage caused to Government/Public Utility providers, the concessionaire shall be liable to carry out the restoration of the fault at their own cost. The concessionaire shall not be liable to pay to any additional amount to any of the agency.

17 Exit Management

17.1 Purpose

- i. This clause sets out the provisions which shall apply on expiry or termination of the “Contract Agreement” on account of material breach by Concessionaire. In the case of termination of the Contract Agreement due to any illegal activity performed by the selected Concessionaire during/ as part of the activities related to the project, or due to material breach by the Concessionaire of Contract, Client shall have the right to, at its sole discretion, apply this clause.
- ii. The Parties shall ensure that their respective associated entities, in case of the Client or its nominated agencies and any nominated agencies in case of the selected Concessionaire, carry out their respective obligations set out in this Exit Management Clause.

17.2 Transfer of Assets

This clause is valid till the date of expiry or notice of termination of the Agreement after which the assets have to be transferred to Client.

- During this period, the successful Concessionaire will transfer all the assets required to provide the smart services as per the scope of this RFP in good working condition and as per the specifications of the bidding document including the ones being upgraded to the Client. However, the successful Concessionaire shall be allowed to use the intelligent poles, optical fibre cable network and other related assets created under this project, for the purpose of providing seamless connectivity services to the citizens of city. For this purpose, the successful Concessionaire and the Authority may enter into the fresh agreement post completion of concession period.
- The successful Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the agreement.
- For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, Client is entitled to provide notice in writing on the selected Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the assets within 30 days of such notice.

Upon service of a notice as mentioned in point above, the following provisions shall apply:

- All risk in and title to the assets required to provide the smart services as per the scope of this RFP to be transferred to Client on the last day of the exit management period. However, a separate agreement may be signed between the Authority and Concessionaire, allowing the concessionaire to use the intelligent poles, optical fibre cable network and other related assets created under this project, for the purpose of providing seamless connectivity services to the citizens of city. All expenses incurred during transfer of assets shall be borne by the successful Concessionaire.
- That on the expiry of this clause, the successful Concessionaire and any individual assigned for the performance of the services under this clause must hand overall confidential information and all other related materials in its possession, including all the software and hardware supplied by selected Concessionaire under this clause to the authority.

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- As Concessionaire is supposed to provide 15 years of comprehensive maintenance of all the hardware/Software as detailed in RFP, Concessionaire must ensure that all the items are in working condition.

17.3 Cooperation and Provision of Information

During the exit management period:

- a) The Concessionaire shall permit Client or its nominated agencies access to information reasonably required to classify the current mode of operation related with the provision of the services to enable it to Client assess the existing services being delivered.
- b) In the event of there being a termination owing to material breach by Concessionaire, on quick request by Client or its nominated agencies, the selected Concessionaire shall provide access to and copies of all information held or controlled by it which it has prepared or maintained in accordance with the MSA (Master Service Agreement), the Project Implementation, the Operation and Management SLA and SoW (Scope of Work) relating to any material aspect of the services (whether provided by the selected Concessionaire). Client or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Concessionaire shall permit Client or its nominated agencies and/or any entity nominated by Client to have reasonable access to it employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Concessionaire and to support appropriate knowledge transfer.

17.4 Confidential Information, Security and Data

- The selected Concessionaire shall be quick on the commencement of the exit management period and supply to Client the following:
 - Information relating to the present services provided.
 - Documentation pertaining to project related data and confidential information.
 - All current and updated data as is needed for purposes of the Client or its nominated agencies for transitioning the services either to Client or the entity nominated by Client.
 - All other information (including but not limited to documents, records and agreements) relating to the services reasonably compulsory to enable Client or its nominated agencies, or to the entity nominated by Client to carry out due diligence in order to transition the provision of the Services to the Client or its nominated agencies, or to any entity nominated by Client(as the case may be).
- Before the exit management period expire, the selected Concessionaire shall deliver to Client or its nominated agencies all new or up-dated materials from the categories set out in point (i) above and shall not keep any copies thereof, except that the selected Concessionaire shall be permitted to keep one copy of such materials for archival purposes only.
- Before the exit management period expire, unless otherwise provided under the MSA, Client or its nominated agencies shall deliver to the selected Concessionaire all forms of confidential Data which is in the possession or control of Client or its nominated agencies. The selected Concessionaire shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Client or its nominated agencies a list of all employees (with job titles) of the selected Concessionaire dedicated to providing the services at the beginning of the exit management period

17.5 Transfer of Certain Agreements

On request by the Client or its nominated agencies, the selected Concessionaire shall effect such assignments, transfers, novation, licenses and sub-licenses in favor of Client or its nominated agencies, or its entity nominated by Client in relation to any equipment lease, maintenance or service provision agreement between selected Concessionaire and third party lessors, Concessionaires or Concessionaire, and which are related to the services and reasonably necessary for the carrying out of replacement Concessionaire.

17.6 Right of Access to Premises

- At any time during the exit management period, where Assets are located at the selected Concessionaire's premises, the selected Concessionaire shall be obliged to give full rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to Client or its nominated agencies, and/or any entity nominated by Client in order to inventory the assets or Assets.
- The selected Concessionaire shall also give the Client or its nominated agencies, or any entity nominated by Client right of reasonable access to the selected Concessionaire's premises and shall procure the department or its nominated agencies and any entity nominated by Client rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to Client or its nominated agencies, or a replacement Concessionaire.

17.7 General Obligations of the Selected Concessionaire

- The selected Concessionaire shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Client or its nominated agencies or any entity nominated by the Client and which the selected Concessionaire has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any selected Concessionaire or associated entity is deemed to be in the possession or control of the selected Concessionaire.
- The selected Concessionaire shall commit adequate resources to comply with its obligations under this Exit Management Clause.

17.8 Exit Management Plan

The successful Concessionaire shall provide the Client or its nominated agencies with recommended exit management plan ("Exit Management Plan") which shall deal with MSA as a whole and in relation to the Project Implementation, the Operation and Management, SLA and SoW.

17.9 End of Support

While handling over the completely working and functional network and systems, Concessionaire must ensure that OEM of all hardware/software/ equipment are bound to provide support for repair/replacement/availability of its spare parts.

18 Annexures

18.1 Annexure I: Technical Bid Templates

- a) The Concessionaire is expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.
- b) Technical Proposal shall comprise following forms:
- i. Form 1: Technical Proposal Covering Letter
 - ii. Form 2: Power of Attorney
 - iii. Form 3: Undertaking on Total Responsibility
 - iv. Form 4: Particulars of the Concessionaire
 - v. Form 5: Bank Guarantee for Earnest Money Deposit
 - vi. Form 6: Project Citation Format
 - vii. Form 7: Proposed Solution
 - viii. Form 8: Technical Compliance - FRS
 - ix. Form 9: Proposed Implementation Work plan
 - x. Form 10: Team Composition
 - xi. Form 11: Curriculum Vitae (CV) of Project Manager (dedicated on-site)
 - xii. Form 12: Deployment of Personnel
 - xiii. Form 13: Manufacturers/Producers' Authorization Form
 - xiv. Form 14: Undertaking on Service Level Compliance
 - xv. Form 15: Undertaking on Exit Management and Transition
 - xvi. Form 16: Declaration that the Concessionaire has not been blacklisted
 - xvii. Form 17: Declaration that the Concessionaire has not been blacklisted
 - xviii. Form 18: Consortium MoU
 - xix. Teaming Agreement with Sub-Contractor

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Form 1: Technical Proposal Covering Letter

(On letter head of Firm)

Place:

Date:

To,
The Chief Executive Officer
Dehradun Smart City Ltd
777, Saatvik Tower, Kaulagarh Road,
Rajendra Nagar, Dehradun

Ref: RFP for Selection of Concessionaire for Implementing Intelligent Poles with OFC for Dehradun Smart City Limited on BOT Model through e-Procurement

Bid Reference No.:

Sub: Technical Proposal covering Letter

Dear Sir,

We, the undersigned, offer to provide the services for [Smart Pole Project Under DSCL] in accordance with your Request for Proposal dated [Insert Date]. Our attached Technical Proposal is based on our full understanding of scope of work, requirements, terms & Conditions and we unequivocally accept the same and shall be binding as mentioned in the RFP.

To undertake the project on BOT basis for a concession period of 16 years.

Yours sincerely,

Signature:

Name:

Designation:

Address:

Date:

Company Seal:

Form 2: Power of Attorney

Form 2A: Power of Attorney for signing of bid

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr. / Ms. S/o, D/o, W/o, R/o_____ (name and address of residence) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of , and (please state the name and address of the Members of the Consortium) for submitting bid for Selection of Concessionaire for Implementing Intelligent Poles with OFC for Dehradun Smart City Limited on BOT Model through e-Procurement (the “Project”), including signing and submission of all documents and providing information / responses to Authority, representing us in all matters in connection with our bid for the said Project.

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

For

(Signature)

(Name, Title and Address)

Accept

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Single Entity or the Lead Member in case of a Consortium.
- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law.
- Also, wherever required, the executant(s) should submit for verification the certified documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

Form 2B: Power of Attorney for Lead Member of the Consortium

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

POWER OF ATTORNEY

Whereas the Authority has invited applications from interested parties for Bid for Selection of Concessionaire for Implementing Intelligent Poles with OFC for Dehradun Smart City Limited on BOT Model through e-Procurement called the “Project” for a specified Concession period (the “Concession Period”).

Whereas, M/s____M/s____, and M/s____ (the respective names of the Members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Concession Agreement and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Member and its said employees, as with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project. The Lead Member is hereby authorized to delegate the said powers to any of its employees duly approved by the Board of Directors of the Lead Member.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s____M/s____, and M/s____ (the respective names of the Members along with address of their registered offices) do hereby designate M/s (name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deed or things necessary or incidental to the Consortium’s bid for the Project, including submission of Bid, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with , any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with _____.

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

Dated this day of 200_.

[Executant(s)]

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

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law.
- Also wherever required, the executant(s) should submit for verification the certified documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Concessionaire.

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Form 3: Undertaking on Total Responsibility

No.

Date

To:

The Chief Executive Officer
Dehradun Smart City Ltd
777, Saatvik Tower, Kaulagarh Road,
Rajendra Nagar, Dehradun

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project solution, as per the requirements of the RFP for Dehradun Smart City Ltd Project.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Time :

Seal :

Business Address :

RFP for Intelligent Poles with OFC***Form 4: Particulars of the Concessionaire***

[In case of Consortium, all members of the Consortium need to fill this form]

#	Information Sought	Details to be Furnished
1.	Name and address of the bidding Company	
2.	Incorporation status of the firm (public limited/private limited, etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No.	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for service tax	
8.	Turnover in the last 3 years	<ul style="list-style-type: none">• 2016-17• 2017-18• 2018-19
9.	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

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Form 5: Bank Guarantee for Earnest Money Deposit

To,

The Chief Executive Officer
Dehradun Smart City Ltd
777, Saatvik Tower, Kaulagarh Road,
Rajendra Nagar, Dehradun

Whereas <Name of the Concessionaire> (hereinafter called 'the Concessionaire') has submitted the bid for Submission of RFP # <RFP Number> dated <Date> for Implementing Intelligent Poles for Smart City Projects in Dehradun on BOT model (hereinafter called "the Bid") to Dehradun Smart City Ltd

Know all Men by these presents that we <bank name> having our office at <Address> (hereinafter called "the Bank") are bound unto the Dehradun Smart City Ltd(hereinafter called "the Purchaser") in the sum of INR<Amount in figures> (Rupees <Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

1. If the Concessionaire having its bid withdrawn during the period of bid validity specified by the Concessionaire on the Bid Form; or
2. If the Concessionaire, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <insert date> and including <extra time over and above mandated in the RFP> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOT WITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed INR<Amount in figures> (Rupees <Amount in words> only)
- II. This Bank Guarantee shall be valid up to <insert date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <insert date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 6: Project Citation Format

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	

Form 7: Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. This needs to be provided for implementation of;

- i. Intelligent Poles, GBMs and other telecom infra
- ii. Optical Fiber
- iii. Environmental Sensors
- iv. CCTV Surveillance Cameras
- v. Digital Billboards
- vi. Wi-Fi Hotspots
- vii. IP Transport Network

You are suggested to present Approach and Methodology divided into the following sections for each of the above areas:

- a) Solution Proposed
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology

Form 8: Technical Compliance - FRS

The Client will randomly check the compliance provided by the Concessionaire against the functionality during PoC and in case of any discrepancy the marks will be reduced to zero for this section.

Note: Please refer to Section 8 of the RFP for detailed Specifications.

Please mention the compliance (Yes/No) against each specification (as mentioned in Section 12.2) of the following Components:

- i. Intelligent Poles
- ii. Ground Base Masts
- iii. CCTV Surveillance Cameras
- iv. Environmental Sensors
- v. Digital Billboards
- vi. Wireless Access points
- vii. Wireless LAN Controller

Further Concessionaire need to share the complete Bill of Quantity (indicative mentioned in section 12.11) with make and model of the equipment.

Form 9: Proposed Implementation Work plan

#	Activity	Months ²											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
2													
3													
4													
5													
6													
7													
8													
9													
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1. Indicate all main activities and drill down to sub-activities of the assignment, including delivery of reports and other benchmarks.
2. Duration of activities shall be indicated in the form of a bar chart.



Form 10: Team Composition

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

Form 11: Curriculum Vitae (CV) of the Project Staff

General Information	
Name of the person	
Current Designation/Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any) 	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional/Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: <ul style="list-style-type: none"> • Organizations worked for in the past • Duration and dates of entry and exit • Designation Location(s) • Key responsibilities 	

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<p>Prior project experience</p> <ul style="list-style-type: none">• Project name• Client• Key project features in brief• Location of the project• Designation• Role• Responsibilities and activities• Duration of the project <p>Please provide only relevant projects.</p>	
<p>Proficient in languages (Against each language listed indicate speak/read/write)</p>	

Form 12: Deployment of Personnel

#	Name of Staff	Staff input in Months (in the form of a bar chart) ²														Full Time	Part Time	Total staff man-months proposed
		1	2	3	4	5	6	7	8	9	10	11	12	n	Total			
1																		
2																		
3																		
N																		
											Total							

For professional staff the input should be indicated individually; for support staff it should be indicated by category

Months are counted from the date of signing of contract.

RFP for Intelligent Poles with OFC



Form 13: Manufacturers/Producers' Authorization Form

(This form has to be provided by the OEMs of the products proposed)

To,
The Chief Executive Officer
Dehradun Smart City Ltd
777, Saatvik Tower, Kaulagarh Road,
Rajendra Nagar, Dehradun

Dear Sir,

Sub: Manufacturer's Authorization Form for RFP no. <insert RFP no.> Dated <date> for <insert RFP title>

We who are established and reputable manufacturers/ producers of _____ having factories/ development facilities at _____ (address of factory/ facility) do hereby authorize M/s _____ (Name and address of the concessionaire) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the products quoted by the Concessionaire:

- In the event of termination of production of such Products:
 - Advance notification to the concessionaire of the pending termination, in sufficient time to permit concessionaire to procure needed requirements; and
 - Following such termination, furnishing at no cost to concessionaire, the technical documents, operations manuals, standards, and specifications of the Products, if requested.
- The OEM or authorized agency of the OEM has service and repair facility in India directly.
- Guarantee to provide long term technical, service and maintenance support to the concessionaire that may be required during installation and commissioning of the equipment up to the maintenance period.
- Guarantee to supply spares for the products quoted by the concessionaire.
- The OEM or authorized agency of the OEM shall certify the installation of the equipment has been done correctly and installation fit for commissioning.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

Place:

Date:

Seal and signature of the OEM

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Form 14: Undertaking on Service Level Compliance

No.

Date:

To,
The Chief Executive Officer
Dehradun Smart City Ltd
777, Saatvik Tower, Kaulagarh Road,
Rajendra Nagar, Dehradun

Dear Sir,

Subject: Undertaking on Service Level Compliance

1. I/We as Concessionaire do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to the Authority

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Time :

Seal :

Business Address :



Form 15: Undertaking on Exit Management and Transition

No.

Date:

To,
The Chief Executive Officer
Dehradun Smart City Ltd
777, Saatvik Tower, Kaulagarh Road,
Rajendra Nagar, Dehradun

Dear Sir,

Subject: Undertaking on Exit Management and Transition

1. I/We hereby undertake that at the time of completion of our engagement with the Department, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the the Authority or to an agency identified by the Authority to the satisfaction of the Department. I/We further undertake to complete the following as part of the Exit management and transition:

- a) We undertake to complete the updation of all Project documents and other artifacts and handover the same to the Authority before transition.
- b) We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train the Authority personnel on the same.
- c) If Department decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working/performance levels of the infrastructure, conducting Training sessions etc.

2. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from the Authority.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Time :

Seal :

Business Address :

RFP for Intelligent Poles with OFC



Form 16: Declaration for opening of office in Dehradun city

(Please submit the proof like lease documents, electricity bill etc. in case the Concessionaire already has an office in Dehradun city)

Place:

Date:

To,
The Chief Executive Officer
Dehradun Smart City Ltd
777, Saatvik Tower, Kaulagarh Road,
Rajendra Nagar, Dehradun

Ref: "Selection of Concessionaire for Implementing Intelligent Poles for Smart City Projects in Dehradun on BOT model".

Bid Reference No:

Sub: Undertaking to open an Office in Dehradun City

Dear Sir,

We hereby undertake that:

We are willing to open an office in Dehradun city within 1 month from the date of receiving of LoA in case we are declared successful in the bidding Process.

We have carefully read and understood the entire tender document. We do agree to all the terms and conditions mentioned in the RFP.

Yours faithfully,

Signature:

Name:

Designation:

Address:

Date:

Company Seal

RFP for Intelligent Poles with OFC



Form 17: Declaration that the Concessionaire has not been blacklisted

(To be submitted on the Letterhead of the responding Concessionaire)

Place:

Date:

To,
The Chief Executive Officer
Dehradun Smart City Ltd
777, Saatvik Tower, Kaulagarh Road,
Rajendra Nagar, Dehradun

Ref: RFP Notification no dated

Subject: Declaration of Concessionaire being not blacklisted

Dear Sir,

We confirm that our company, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place :

Date :

Concessionaire's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation:

Form 18: Consortium MoU/Joint Bidding Agreement

<To be printed on a stamp paper and signed by authorized signatories of the Lead Concessionaire and Consortium Members>

This Memorandum of Understanding is made in _____ on the ___ Day of ___, 20 _____

By and Between

M/s _____ having its registered office at _____ (hereinafter referred to as _____) acting as the Lead Partner of the first part,

And

M/s _____ having its registered office at _____ (hereinafter referred to as _____) in the capacity of a Joint Partner of the other part

And

M/s _____ having its registered office at _____ (hereinafter referred to as _____) in the capacity of a Joint Partner of the other part

And

M/s _____ having its registered office at _____ (hereinafter referred to as _____) in the capacity of a Joint Partner of the other part

The expressions of _____ and _____ shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS:

Dehradun Smart City Ltd (the Authority) [hereinafter referred to as “Purchaser”] has invited bids for Selection of Concessionaire for Implementing Intelligent Poles with OFC for Dehradun Smart City Limited on BOT Model through e-Procurement’.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

- i. RFP comprising
- ii. Any corrigendum/addendum issued by Purchaser
- iii. The bid submitted on our behalf jointly by the Lead Partner

The ‘Parties’ have studied the documents and have agreed to participate in submitting a ‘bid’ jointly.

M/s _____ shall be the lead partner of the Consortium for all intents and purpose and shall represent the Consortium in its dealing with the Purchaser. For the purpose of submission of bid proposals, the parties agree to nominate _____ as the Leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Purchaser. However M/s _____ shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s _____, M/s _____ and M/s _____ to M/s _____.



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The lead partner shall be authorized to incur the liabilities and receive instructions for and on behalf of any and all partners of consortium. The lead partner will be solely responsible for the entire project implementation.

The 'Parties' have resolved that the following distribution of responsibilities will be followed in the event that the Consortium Bid is accepted by the Authority.

a) Lead Partner share ___ %;

Responsibilities

- i. --
- ii. --
- iii. --

b) Consortium Partner 1 share ___ %;

Responsibilities

- i. --
- ii. --
- iii. --

c) Consortium Partner 2 share ___ %;

Responsibilities

- i. --
- ii. --
- iii. --

d) Consortium Partner 3 share ___ %;

Responsibilities

- i. --
- ii. --
- iii. --

Assignment and Third Parties

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and Purchaser.

Responsibilities

Lead Concessionaire will be responsible for the overall execution of the project, while the consortium partners will be responsible only for their part of execution during the concession period.

Executive Authority

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The said Consortium through its authorized representative shall receive instructions, payments from the Purchaser. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

Guarantees and Bonds

Till the award of the work, the lead partner shall furnish bid bond and all other bonds/guarantees to the Purchaser on behalf of the Consortium which shall be legally binding on all the partners of the Consortium.

Bid Submission

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Purchaser for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

Indemnity

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Consortium.

For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources. All the payments from the Authority will be received by the Lead partner.

Documents and Confidentiality

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

Arbitration

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Dehradun.

Validity

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a) The bid submitted by the Consortium is declared unsuccessful, or
- b) Cancellation/shelving of the Project by the Purchaser for any reasons prior to award of work
- c) Execution of detailed Consortium agreement by the parties, setting out detailed terms after award of work by the Purchaser.

This MoU is drawn in ___ number of copies with equal legal strength and status.

This MoU shall be construed under the laws of India.

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Notices

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner	Consortium Partner 1	Consortium Partner 2	Consortium Partner 3
_____	_____	_____	_____
_____	_____	_____	_____
(Name & Address)	(Name & Address)	(Name & Address)	(Name & Address)

IN WITNESS WHEREOF, THE PARTIES have executed this MOU the day, month and year first before written.

M/s _____ M/s _____ M/s _____ M/s _____

(Seal) (Seal) (Seal) (Seal)

Witness

1. _____(Name & Address)
2. _____(Name & Address)



FORMAT FOR AFFIDAVIT FOR CORRECTNESS OF BID

(To be given by the Bidder on non-judicial Stamp Paper of Rs. 100/-)

I..... S/o, Resident of the
.....,
..... (Insert designation) of the (Insert name of the Bidder), do
solemnly affirm and state as under:

1. That I am the authorized signatory of(insert name of company) (hereinafter referred to as “Bidder”) and I am duly authorized by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. That I have submitted information with respect to our eligibility for the Request for Proposal for Pedestrianization of Paltan Bazar in Dehradun City under “Smart City Mission” through e-procurement.. (hereinafter referred to as “Project”) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. That I hereby affirm to furnish any information, which may be requested by Authority to verify our credentials/information provided by us under this Bid and as may be deemed necessary by Authority.
4. That if any point of time till the completion of all the contractual obligations, in case Authority requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of Authority.
5. That I fully acknowledge and understand that furnishing of any false or misleading information by us in Bid shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. That, we fully acknowledge and understand that in case any false or misleading information, as furnished by us in our Bid, is found at a later stage after the signing of the Contract Agreement amongst Authority and (Insert name of organization), it shall entitle DSCL to terminate the said signed Contract Agreement between the Parties. The costs and risks for such termination shall be entirely borne by us.
7. That all the terms and conditions of the Tender Document have been duly complied with.

VERIFICATION:

I, the above named deponent, do verify that the contents of points 1 to 7 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.
Verified at, on this day of....., 2019.

18.2 Annexure II: Financial Proposal Template

Form 1: Covering Letter

Date: DDst MMMMM 2019

NIT No.: ABCD/ EFG /HIG/000

To
The Chief Executive Officer
Dehradun Smart City Ltd
777, Saatvik Tower, Kaulagarh Road,
Rajendra Nagar, Dehradun

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Concessionaires;
2. We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works:
3. Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
5. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
6. We understand that you are not bound to accept the highest evaluated bid or any other bid that you may receive.
7. We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Employer.

()

Duly authorized to sign the Bid

Date:

Form 2 Financial Bid Format

Concessionaire need to fill the price in the following format;

A. Capital Investment

1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11					

Note:

The Concessionaire is required to break up the aforementioned smart components and provide the cost of each of the unit component separately

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B. Operation and Maintenance Cost

C. Revenue from the project

Revenue	Year														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Fixed concession fee with DSCL (INR) escalated by 5% per year															
NPV															

Note:

- The amount should be INR
- The NPV will be calculated as;
 - $1/(1+rd)^n$, where rd is the discounting factor and n is year of calculation
- The rate of discounting factor is 10%

Price Bid BOQ

"The Price Bid BOQ is documented separately and can be downloaded from e-procurement portal <http://uktenders.gov.in> along with the RFP document. The price bid BOQ in EXCEL FORMS along with the financial forms in PDF format which is available on <http://uktenders.gov.in> website should be completely filled and should be uploaded as a part of the bid without which the bid shall be treated as NON-RESPONSIVE."

18.3 Annexure III: Template for Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No..... *[Insert guarantee reference number]*

Date..... *[Insert date of issue of the guarantee]*

To:

The Chief Executive Officer
Dehradun Smart City Ltd
777, Saatvik Tower, Kaulagarh Road,
Rajendra Nagar, Dehradun

In consideration of CEO, Dehradun Smart City limited (hereinafter as the “Employer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to _____ (*Name of the concessionaire*) having its registered office at _____ (hereinafter referred as the “Concessionaire”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), vide letter no. _____ (*LOA No.*) dated _____ valued at INR _____ (*Amount in figures and words*) (herein after referred to as the “Contract value”) the work for _____ (*Name of the work*). The Concessionaire _____ having agreed to furnish a Bank Guarantee amounting _____ (*Amount in figures and words*) to the Employer for Performance Security of the said Agreement.

We, the _____ (*Name of the Bank*), at a company constituted under the companies Act 1956 and deemed to be a banking company under the Banking Regulation Act 1949 having one of its branch office at _____ (*Branch Office Address*) and having its Registered Office at _____ (*Registered Office Address*) (herein after referred to as ‘The Bank’) at the request of the employer do hereby pay to the employer an amount not exceeding _____ (*Performance Bank Guarantee Value in figures and words*) against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said Concessionaire of any of the terms or conditions contained in the said Agreement.

We, _____ (*Bank Name*) hereby affirm that we are the Guarantor and responsible to Employer, on behalf of the Concessionaire, up to a total of _____ (*Performance Bank Guarantee Value in figures and words*), such sum being payable in the types of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand to “the bank” or any other branch of _____ (*Name of Bank*) without cavil or argument, any sum or sums within the limits of _____ (*Performance Bank Guarantee Value in figures and words*) as aforesaid without needing to prove or to show grounds or reasons for demand for the sum specified therein however, such demand shall be made within the claim expiry date i.e. _____.

We, _____ (*Name of Bank*) undertake to pay to the employer any money so demanded notwithstanding any dispute or disputes raised by the Concessionaire in any suit or proceeding pending

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before any court or tribunal relating thereto, our liability under this present being absolute irrevocable and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Concessionaire shall have no claim against us for making such payment.

We, further agree that no change or addition to or other modification of the terms of the Contract or related Services to be supplied there under or of any of the Contract documents which may be made between employer and the Concessionaire shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We, the _____ (*Name of Bank*) further agree with the Employer that the employer shall have the 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 of performance by the said consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the employer against the said Concessionaire 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 Concessionaire or for any forbearance, act or omission on the part of the employer or any indulgence by the employer to the said Concessionaire or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the Concessionaire.

We, _____ (*Name of Bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of employer in writing.

This guarantee shall be valid until _____ MONTHS (i.e.) 60 days following the Completion date of the Contract i.e. till _____ including any warranty/Operation and Maintenance obligations, and any demand for payment under it must be received by us at this office on or before that date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

- (a) The Bank’s liability under this guarantee shall not exceed the Guaranteed Amount i.e., _____ (*Performance Bank Guarantee Value in figures and words*)
- (b) This guarantee shall be valid up to the Expiry Date i.e. _____ and
- (c) The Bank is liable to pay the Guaranteed Amount or any part thereof under this Bank Guarantee only and only if a demand is made in writing on the Bank at any branch on or before the Claim Expiry Date i.e. _____, else all rights of the beneficiary under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Signature and seal of the guarantor _____

Name of Bank -

Address -

Date -

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

18.4 DRAFT CONCESSION AGREEMENT

Draft Concession Agreement between DSCL, Government of Uttarakhand (“DSCL”) acting Through _____ (designation of authorized officer) and _____ (Concessionaire) of RFP for Selection of Concessionaire for Implementing Intelligent Poles with OFC for Dehradun Smart City Limited on BOT Model through e-Procurement .This CONCESSION AGREEMENT made on this ----- (insert date) day of (insert Month), ----- (insert year) at (insert place of execution),

BETWEEN

DSCL, Government of Uttarakhand, having its registered office at 777 Satvik tower, Rajendra nagar, Kaulagarh road Dehradun– 248001, hereinafter referred to as “the Concessions Authority” or “DSCL” which expression shall unless repugnant to the context include the successors and assigns, on the one part

AND

-----, (name of the Successful Concessionaire), having its registered office at _____, hereinafter referred to as “Concessionaire” which expression shall unless repugnant to the context include the successors and permitted assigns, on the other part.

WHEREAS,

A. Smart Pole project is initiated as a part of the duties and responsibilities of DSCL. DSCL with an objective of providing Smart Pole services including O&M and subsequently invited proposals, through a competitive bid process from eligible parties for implementing the Project. In response thereto, DSCL received proposals from several parties including the Concessionaire for implementing the Project.

B. Pursuant thereto, after evaluating the aforesaid proposals, DSCL accepted the proposal submitted by the Concessionaire and issued Letter of Acceptance No. (Insert Letter No.) Dated to the Concessionaire requesting the Concessionaire to execute the Concession Agreement, which the Concessionaire has acknowledged by its Letter No. Dated

C. The Parties hereto are required to enter into the Concession Agreement, being these presents, to record the terms, conditions and covenants of the Concession.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

ARTICLE 1 - DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

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“**Additional Cost**” shall mean the additional capital expenditure and/or the additional operating costs or both as the case may be, which the Concessionaire would be required to incur as a result of Change in Law.

“**Affected Party**” shall mean the Party claiming to be affected by a Force Majeure.

“**Agreement**” shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

“**Applicable Law**” shall mean all laws in force and effect, as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/the Concessionaire.

“**Applicable Permits**” shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Concessionaire under Applicable Law, in connection with the Project during the subsistence of this Agreement.

“**Appointed Date**” shall mean the date of this Agreement.

“**Arbitration Act**” shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“**Assured Number of Smart Poles**” shall mean the assured number of sites.

“**Authorization**” means any approval, consent, exemption, filling, license, authorization, permit, registration or waiver, and any renewal or variation of any of them howsoever described, necessary to fulfill obligations of the Concessionaire under this Agreement.

“**Authorized Representative**” means, in respect of a Party, any person designated (whether by same or as the holder of a specified position or office) as such by such Party by notice in writing given to the other Party including, in the case of a person designated by name, a specimen signature of that person certified by the Party issuing the notice;

“**Book Value**” means the value of the capital expenditure incurred on the Project as per the books of the Concessionaire, net of depreciation charged on the basis of straight line method and amortized equally over the Operations Period, duly verified and certified by an independent auditor in accordance with IGAAP.

“**COD**” or “**Commercial Operations Date**” shall mean the date on which the Authorised by CEO, DSCL, Dehradun has issued the Provisional Completion Certificate or the Completion Certificate for the structures, in accordance with the provisions of this Agreement.

“**Completion Certificate**” shall mean the certificate issued by DSCL certifying, that:

- i. The Concessionaire has constructed the Smart Poles in accordance with the Implementation Requirements; and
- ii. The Concessionaire has obtained all approvals necessary for commercial operations of the Project Facility.

“**Concession**” shall have the meaning ascribed thereto in relevant Clause this Agreement.

“**Concession Period**” shall have the meaning ascribed thereto in Clauses of this CA.

“**Concessionaire’s Equipment**” means all machinery, equipment, apparatus and other things (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects, but does not include Plant, Materials, or other things intended to form or forming part of the Project.

“**Consortium**”¹ shall mean the consortium consisting of (i) and (ii) formed/acting pursuant to the Memorandum of Understanding dated entered into by them, for the purpose of submitting their proposal for undertaking the Project through M/s....., a special purpose company formed and incorporated by them in India.

“**Implementation Documents**” means all approved plans, manuals, Design /drawings, calculations, computer software (programs), samples, patterns and models prepared and used for implementation of Project Facility.

“**Implementation Period**” shall mean the duration of construction and installation of Project Facilities commencing from the Appointed Date to the date of issue of Completion Certificate.

“**Construction Works**” shall mean all works and things required to be undertaken by the Concessionaire in accordance with the Installation/ Construction Requirements.

“**Contractor**” shall mean any Person with whom the Concessionaire has entered into/may enter into any of the Project Agreements.

“**Dehradun**” means the whole urban area falling within the jurisdiction of the DSCL as per the Government of Uttarakhand and its notifications from time to time

“**DSCL**” shall mean Dehradun Smart City Limited.

“**Drawings**” shall mean all of the Design /drawings including working Design /drawings for the Project Facility, designs, calculations and documents pertaining to the Project in accordance with the Installation/ Construction and O&M Requirements and shall also include the Design /Drawings as approved.

In case the successful concessionaire is a Consortium

“**Emergency**” shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facility including the safety of the users thereof or which poses an immediate threat of material damage to the Project.

“**Encumbrance**” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facility .

“**Employer**” shall mean Dehradun Smart City Limited or DSCL and any of its officer, men, agents, servants, directors, managers, consultant and sub consultants as has been referred throughout this document

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“Environmental Laws” means all Laws pertaining to the protection of natural resources, the environment, the health and safety of the public, according to Environment (Protection) Act, 1986, The Air (Prevention and Control of Pollution) Act, 1981, The Water (Prevention and Control of Pollution) Act, 1974 and any other central, state or local law, regulation, rule, ordinance or order from government:

- i. the existence, cleanup and/or remedy of contamination on real property;
- ii. the emission or discharge of hazardous substances into the environment;
- iii. the control of hazardous substances; or
- iv. the use, generation, transport, treatment, storage, disposal, removal or recovery of hazardous substances, including building materials;

“Financing Documents” shall mean collectively the documents evidencing Lender’s commitment to finance the Project.

“Financial Year” shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

“Force Majeure” or **“Force Majeure Event”** shall mean an act, event, condition or occurrence.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

“Government Agency” shall mean Government of India, any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Project Site or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“Smart Poles” Shall mean **“Intelligent Smart Poles”**

“Lenders” shall mean financial institutions, banks, funds and trustees for bond holders or debenture holders, who provide funds to the Concessionaire for financing the cost of construction of the Project Facility or any part thereof.

“Materials” means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Concessionaire, including the supply-only items (if any) which are to be supplied/installed by the Concessionaire as specified in the Agreement.

“Material Adverse Effect” shall mean a material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project.

“O&M Requirements” shall mean the requirements as to operation and maintenance of the Project Facilities.

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“**Operations Period**” shall mean the period commencing from COD and ending at the expiry of the Concession /Termination.

“**Parties**” shall mean the parties to this Agreement and

“**Party**” shall mean either of them, as the context may admit or require.

“**Performance Security**” shall mean the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with relevant Clause.

“**Person**” shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.

“**Termination**” shall mean early termination of the Concession, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

“**Termination Date**” shall mean the date specified in the Termination Notice as the date on which Termination occurs.

“**Termination Notice**” shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

“**Tests**” shall mean the tests to be carried out in accordance with the installation/ Construction Requirements or the O&M Requirements and if not expressly specified in either of the said requirements, as instructed by the Project Manager, in accordance with this Agreement.

Interpretation

In this Agreement, unless the context otherwise requires,

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. the words "include" and "including" are to be construed without limitation;
- f. any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- g. any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates;
- h. any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST).

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- i. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- j. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub- articles, clauses and Schedules of or to this Agreement;
- k. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or by DSCL shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or DSCL in this behalf and not otherwise;
- l. references to “Construction” includes investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental thereto
- m. the damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the “Damages”)

ARTICLE 2 - CONCESSION

2.1 GRANT OF CONCESSION

Subject to and in accordance with the terms and covenants set forth in this Agreement, the Concessioneing Authority hereby grants and authorizes the Concessionaire to design, engineer, procure, finance and construct the Smart Poles, to operate and maintain the Project Facility and to exercise and/ or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement, (the “Concession”).

2.2 CONCESSION PERIOD

The Concession hereby granted is for a period of 16 (Sixteen years) from the Appointed Date inclusive of 01 year of implementation Period. (Hereinafter referred to as the “Concession Period”) Provided, in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

2.3 ACCEPTANCE OF CONCESSION

In consideration of DSCL agreeing to permit the Concessionaire to receive User Charges, and any other amounts, and the rights, privileges and benefits conferred upon by the Concessioneing Authority and other good and valuable consideration expressed herein, the Concessionaire hereby accepts the Concession and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

ARTICLE 3 - PROJECT SITE

3.1 HANDOVER OF PROJECT SITE

- a. DSCL shall, within of 15 (fifteen) days from the Appointed Date, handover to the Concessionaire, vacant and peaceful physical possession of the Project Sites for Smart Poles including OFC for the purpose of the installation/Construction, operation & maintenance of Smart Poles including OFC.

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b. Upon the Project Site being handed over pursuant to the preceding Clause (a), the Concessionaire shall, subject to the provisions of Article 4, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, development and improvements in the Project Site as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.

3.2 RIGHTS, TITLE AND USE OF THE PROJECT SITE

a. The Concessionaire shall have the right to the use of Project Site in accordance with the provisions of this Agreement and for this purpose; it may regulate the entry and use of the same by third parties.

b. The Project Sites including the Project Facility developed thereon belongs to DSCL and shall continue to be the property of DSCL.

c. The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site, save and except as set forth and permitted under this Agreement.

d. The Concessionaire shall not without the prior written approval of DSCL use the Project Facility for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

3.3 PEACEFUL POSSESSION

DSCL, as Concessioneing Authority, hereby warrants that:

a. The Project Site together with the necessary right of way:

i. has been acquired through the due process of law

ii. belongs to and is vested in DSCL and that DSCL has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement and that the Concessionaire shall, in respect of the Project Site, have no liability regarding any compensation payment on account of rehabilitation/ resettlement or land acquisition of any Persons affected thereby.

b. The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the Project Site or part thereof until expiry of the Concession Period/ completion of Handback Requirements. In the event, the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Project Site or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Project Site or any part thereof, DSCL shall, if called upon by the Concessionaire, defend such claims and proceedings and also keep the Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

3.4 APPLICABLE PERMITS

The Concessionaire shall obtain and maintain all Applicable Permits in such sequence as is consistent with the requirements of the Project.

ARTICLE 4- CONCESSIONAIRE'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

4.1 PERFORMANCE SECURITY

a. The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to DSCL, simultaneously with the execution of this Agreement, a FDR from a scheduled bank acceptable to DSCL, ("Performance Security") for a sum of INR. (Indian Rupees). Till such time the Concessionaire provides to Concessions Authority the Performance Security pursuant hereto, the Bid Security shall remain in full force and effect. The Performance Security, if in the form of a bank guarantee shall be valid for an initial period of 36 (thirty six) months and shall be renewed 30 (thirty) Days prior to expiry of each year, for an additional term of 36 (thirty six) months. It is clarified that the Concessionaire shall be liable to restore the Performance Security to the full amount in case of part encashment of the same by the Concessions Authority. This shall be done within 30 (thirty) Days of any such part encashment. Failure of the Concessionaire to provide a valid Performance Security and/or restore and maintain the Performance Security in accordance with this clause shall entitle the Concessions Authority to forthwith terminate this Agreement and also if relevant, to forfeit the Bid Security.

b. The Performance Security shall be kept valid for throughout the Concession Period from the Appointed Date. Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to DSCL's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.

4.2 FINANCING ARRANGEMENT

The Concessionaire shall at its cost, expenses and risk make such financing arrangement as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.

4.3 DESIGN/ DRAWINGS

a) Preparation of Design /Drawings

i. The Concessionaire may, subject to the Construction Requirements, adopt with or without modifications the Design /Drawings made available by DSCL in Annexure 1 or adopt its own Design /Drawings Provided that, the Concessionaire shall in any event be solely responsible for the adequacy of the Design /Drawings.

ii. If the Concessionaire proposes any modifications to the Drawings made available by DSCL or submits alternate Design /Drawings or Design/ Drawings in respect of any item for which no Design /Drawings are made available by DSCL, the same shall be subject to review by the DSCL as hereinafter provided in Clause (b) below.

b) Review of Design/ Drawings

iii. The Concessionaire shall promptly and in such sequence as is consistent with the Construction Requirements, submit a copy of each of the Design /Drawings to DSCL.

iv. By forwarding the Design /Drawings to the DSCL pursuant to the preceding sub-clause (i), the Concessionaire shall be deemed to have represented that it has verified and determined that the Drawings forwarded are in conformity with the Construction Requirements.

v. Within 15 days of receipt of the Design /Drawings, DSCL shall review the same taking into

account, inter alia, comments of DSCL, if any, thereon, and convey its comments/ observations to the Concessionaire on the conformity of Design/Drawings with Construction Requirements. If the comments/ observations of the DSCL indicate that the Design /Drawings are not in conformity with the Construction Requirements, such Design/Drawings shall be revised by the Concessionaire to the extent necessary and resubmitted to DSCL for further review. The DSCL shall give its observations and comments, if any, within 15 days of receipt of such revised Design /Drawings, which shall be taken into account by the Concessionaire while finalizing the Design/Drawings.

vi. The Concessionaire shall be responsible for delays in meeting the Construction Requirements caused by reason of any Design /Drawings not being in conformity with the Smart Pole Requirements, and shall not be entitled to seek any relief in that regard from DSCL.

vii. The Concessionaire shall in consultation with the DSCL/ Authorized officer finalise an Implementation Schedule for the Project in accordance with the Smart Pole Requirements.

viii. Within 30 days of issue of the Completion Certificate or Provisional Completion Certificate, as the case may be, the Concessionaire shall furnish to DSCL three copies of "as built" Design/Drawings of the Smart Pole which have been completed as on COD, in a manner as set out in Construction Requirements.

4.4 PROJECT IMPLEMENTATION

a. Unless otherwise permitted by DSCL, no Construction Works shall begin until the DSCL/Authorized Person approves it.

b. The Concessionaire shall within 10 (ten) days from the Appointed Date submit to the DSCL/ Authorized Person the Implementation Plan for execution of the Construction Works & installation of Smart Pole and shall adhere to the same.

c. The Concessionaire shall submit such documents and reports as are reasonably required by the DSCL for issue of the Completion Certificate.

d. The Concessionaire shall get the Design/Drawings approved by competent authority and as per Applicable Laws.

e. The Concessionaire shall make his own arrangements for adequate and timely supply of electricity, water and other utilities required for execution of the Construction Works & installation of Smart Pole and DSCL shall be in no way responsible for the same.

f. During installation/Construction Period, the Concessionaire shall be responsible for keeping unauthorized persons off Project Site, and authorized persons shall be limited to the employees of the Concessionaire, employees of his subcontractor and persons authorized by DSCL.

g. The Concessionaire shall adhere to installation/ Construction Requirements; achieve COD on or before the SPCD. Provided that, on the written request by the Concessionaire for extension of time, DSCL may consider such a request. However, such extension shall in no case exceed six months from SPCD. In the event Concessionaire is not able to achieve COD within such extended period, it shall be deemed a Concessionaire Event of Default under Clause 8.1(a).

h. The Concessionaire may undertake Construction Works by itself or through a Contractor possessing requisite technical, financial and managerial expertise/ capability; but in either case, the Concessionaire shall remain solely responsible to meet the Construction Requirements.

i. The Concessionaire shall, before commencement of installation/Construction Works; have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project, to deal with DSCL and to be responsible for all necessary exchange of information required pursuant to this Agreement; Provide and maintain a reasonably furnished site office accommodation for the DSCL, at the Project Site.

j. For the purposes of determining that Installation/ Construction Works are being undertaken in accordance with the Construction/ Fabrication Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of the DSCL and such Tests shall be carried out under the supervision of the DSCL. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.

4.5 OPERATION AND MAINTENANCE

a. The Concessionaire shall operate and maintain the Smart Poles Facility in accordance with the O&M Requirements.

b. The Concessionaire may undertake operations and maintenance of the Project Facility by itself or through a Contractor possessing requisite technical, financial and managerial expertise/ capability; but in either case, the Concessionaire shall remain solely responsible to meet the O&M Requirements.

c. The Concessionaire shall, during the Operations Period :

i. shall have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project Facility, to deal with the DSCL and to be responsible for all necessary exchange of information required pursuant to this Agreement;

ii. shall, for the purposes of determining that the BS/ Project Facility is being maintained in accordance with the O&M Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of the DSCL and such Tests shall be carried out under the supervision of the DSCL. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.

d. In the event the Concessionaire has failed to operate and maintain the Project Facility in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the DSCL (“Notice to Remedy”), DSCL may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the Project Facility at the risk and cost of the Concessionaire. The Concessionaire shall reimburse one and half times the costs incurred by DSCL on account of such repair and maintenance within fifteen (15) days of receipt of DSCL’s claim therefor.

e. The Concessionaire shall be deemed to be in material breach of O&M Requirements, if DSCL, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire,

i. the maintenance of the Project Facility or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements;

ii. there has been a serious or persistent breach in adhering to the O&M Requirements and thereby the Project Facility or any part thereof is not safe for operations;

For avoidance of doubt, persistent breach shall mean:

I. any breach of O&M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite a Notice to Remedy in respect thereof issued by the DSCL;

II. recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the DSCL requiring the Concessionaire to remedy a breach, and

III. Repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

Upon occurrence of Material Breach of O&M Requirements, DSCL shall, without prejudice to and notwithstanding any other consequences provided therefor under this Agreement, be entitled to terminate this Agreement.

f. No demolition/ removal of structure shall be allowed during the last five (5) years of the Concession Period, unless specifically approved by DSCL.

4.6 INSURANCE

a) Construction Period

The Concessionaire shall at its cost and expense, purchase and maintain by due reinstatement or otherwise, during the Concession Period all insurances in respect of the Project Facility in accordance with the Good Industry Practice.

b) Operations Period

The Concessionaire shall at its cost and expense, purchase and maintain by reinstatement or otherwise, for the Operations Period, insurance against:

- i. loss, damage or destruction of the Project Facility, at replacement value;
- ii. the Concessionaire's general liability arising out of the Concession;
- iii. liability to third parties;
- iv. any other insurance that may be necessary to protect the Concessionaire, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

c) Evidence of Insurance

The Concessionaire shall maintain a register of entry in order of premium paid towards the Project Facility and proof of payments made shall be submitted to DSCL whenever requested for.

d) Validity of Insurance

The Concessionaire shall, from time to time, promptly pay insurance premium, keep the insurance policies in force and valid throughout the Concession Period. The insurance policy shall not be cancelled or terminated unless 60 days' clear notice of cancellation is provided to DSCL in writing. If at any time the Concessionaire fails to obtain or maintain in full force and effect any and all of the insurance required under this Agreement, DSCL may at its option (but not being obliged to do so) obtain and maintain such insurance and all sums incurred by DSCL thereof shall be reimbursed by the Concessionaire to DSCL together with interest thereon at 5% (five) percent over SBI PLR from the date the respective sums were incurred by DSCL, within 7 (seven) days from the receipt of claim in respect thereof made by DSCL.

e) Application of Insurance Proceeds

Subject to the provisions of the Financing Documents, the proceeds of all insurance policies received shall be promptly applied by the Concessionaire towards repair, renovation, restoration or re-instatement of the Project Facility or any part thereof which may have been damaged or destroyed. The Concessionaire may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Concessionaire. The Concessionaire shall carry out such repair, renovation, restoration or reinstatement to

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the extent possible in such manner that the Project Facility after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

f) Un-insurable Risks

If during the Concession Period, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained/reinstated in respect of such risk, the Concessionaire shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

4.7 ENVIRONMENTAL COMPLIANCE

The Concessionaire shall, ensure that all aspects of the Project Facility during the Concession Period and processes employed in the construction, operation and maintenance conform to the laws pertaining to environment, health and safety aspects. Rules, policies and guidelines related thereto. The Concessionaire shall obtain and maintain from time to time all necessary clearances from the competent authority or any other similarly empowered Government Agency and for this purpose shall carry out the necessary studies and implement appropriate management plans in respect of the Project Facility.

4.8 PROJECT VEHICLES / EQUIPMENTS

4.8.1 Concessionaire shall procure the Equipments in accordance with the specification. The Concessionaire shall operate and maintain all the Smartt Poles structure and Project Equipments in accordance with the O&M Plan and Good Industry Practice throughout the Concession Period.

4.8.2 The DSCL shall certify that all the facilities and Equipments purchased by the Concessionaire are as per the specifications provided in this Agreement.

4.8.3 In case the DSCL certifies that any Smart Poles or Project Equipments procured are not as per the specifications provided in this Agreement the same shall be intimated to DSCL within 15 days from the date of issue of Certificate.

4.8.4 In case the Smart Poles Project or Project Equipments are not meeting the specifications as per this Agreement, DSCL shall send a notice to the Concessionaire to replace those Project Vehicles or Project Equipments.

4.8.5 In case the Concessionaire does not replace those facilities or Project Equipments, DSCL may at its sole discretion replace the Project facilities or Project Equipments not meeting the specifications as per this Agreement and the Concessionaire shall reimburse to DSCL the cost incurred by DSCL to replace the Project facilities or Project Equipments.

4.9 THE CONCESSIONAIRE SHALL:

- a. Collect revenue for Advertisement with Municipal Limit with Good Industry Practices
- b. Collect revenue for any extra facility.
- c. The Concessionaire shall not be allowed to collect and or receive fees/ charges from outside the Dehradun Municipal Limits without the prior permission from DSCL.
- d. Operate and maintain all Project Assets, Project Structure and Project facilities as per O&M Plan and Good Industry Practices
- e. Employ human resources for forming its obligations under this agreement
- f. Encourage proper use of Smart Poles and OFC through awareness campaigns and training

programmes or other such activities as deemed fit. The cost for such activities shall be borne by the Concessionaire;

4.10 TRAINING

4.10.1 In the event of Termination or expiry of the Agreement, the Concessionaire shall make best efforts to provide or cause to be provided such training to the employees of DSCL as may be required for DSCL or any authority of Government of Uttarakhand to continue to operate and maintain the Project Facilities after the Termination / expiry.

4.11 INDEMNITY BY CONCESSIONAIRE

The Concessionaire shall indemnify and hold harmless DSCL, the DSCL and their employees from and against all claims, damages, losses and expenses arising out of or resulting from Concessionaire's negligence or breach in execution of the Construction Works and any activity incidental thereto.

4.12 GENERAL OBLIGATIONS

The Concessionaire shall at its own cost and expense:

- a. investigate, study, design, construct, operate and maintain the Smart Poles and OFC Facility in accordance with the provisions hereof;
- b. obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Concession Period;
- c. comply with Applicable Law governing the operations of the Project Facility, as the case may be, at all times during the Concession Period;
- d. ensure and procure that each Project Agreement contains provisions that would entitle DSCL or a nominee of DSCL to step into the same at DSCL's discretion, in place and substitution of the Concessionaire, pursuant to the provisions of this Agreement ;
- e. procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project ;
- f. appoint, supervise, monitor and control as necessary, the activities of Contractors under the respective Project Agreements;
- g. make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies DSCL against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall DSCL be treated as employer in this regard;
- h. make its own arrangements for construction materials and observe and fulfil other requirements under the Applicable Law and Applicable Permits;
- i. be responsible for all the health, security, environment and safety aspects of the BS/ Project Site/Project Facility, as the case may be, at all times during the Concession Period;
- j. ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- k. upon receipt of a request thereof, afford access to the Project Facility to the authorised representatives of DSCL for the purpose of DSCL retaining compliance with the terms, covenants and conditions of this Agreement and to any Government Agency having jurisdiction over the Project,

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including those concerned with safety, security or environmental protection to inspect the Project Facility and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons assistance reasonably required to carry out their respective duties and functions.

- l. Pay all taxes, duties and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Concession Period.
- m. Make its own arrangements for the engagement of the employees and labour engaged for execution of the Construction Work.
- n. keep on the Project Office two complete sets of this Agreement, Construction Documents, approvals given by the DSCL and any other communication given or issued under provisions hereof for inspection, verification and use by the DSCL or any authority authorized by law to inspect the same or any of them.
- o. Provide and maintain all necessary accommodation and welfare facilities for its staff and labour. The Concessionaire shall not permit any of its employees to maintain any temporary or permanent living quarters within the structure forming a part of the Construction Works.
- p. Take precautions to ensure the health and safety of its staff and labour.

² Only where the Concessionaire forms a Special Purpose Vehicle for the implementation of the Project

³ Name of the Lead Member (in case of Consortium) or the selected Concessionaire (in case the selected Concessionaire is a single entity)

- q. Employ adequate number of appropriately qualified, skilled and experienced persons in order to execute the Construction Works. The DSCL may require the Concessionaire to remove any person employed on the Project Site or Construction Works, who in the opinion of the DSCL:
 - i. persists in any misconduct,
 - ii. is incompetent or negligent in the performance of his duties,
 - iii. fails to conform with any provisions of the Agreement, or
 - iv. Persists in any conduct which is prejudicial to safety, health, or the protection of the environment. The Concessionaire shall in such cases appoint suitable replacement/s.
- r. Take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its staff and labour and to preserve peace and protection of persons and property in the neighbourhood of the Construction Works against such conduct.

4.13 NO BREACH OF OBLIGATIONS

The Concessionaire shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- a. Force Majeure Event, subject to Clause 7.3;
- b. DSCL Event of Default;
- c. Compliance with the instructions of the DSCL or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder;

4.14 ACCESS AND ASSURED AVAILABILITY OF THE PROJECT FACILITIES

The Concessionaire shall, at all times during the Concession Period, allow access to and usage of BS/ Project

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Facilities to DSCL / Person nominated by DSCL.

4.15 EXPENSES TOWARDS STATUTORY DEPOSITS AND CHARGES

The Concessionaire shall pay/ reimburse to DSCL, service charges towards connection of utilities to the Project Facility in the Project Site, other taxes such as property tax, water tax and sewerage charges for the Project Site.

4.16 ERECTION OF SIGN BOARD

a The concessionaire shall always during the Concession Period erect and maintain signboard - “This property belongs to the DSCL, Government of Uttarakhand and has been handed over to (name of the Concessionaire) for build, operate and transfer from (Insert the in Appointed Date) to (Insert the Expiry Date)”.

b The Concessionaire shall ensure that the signboard is maintained in good condition throughout the Concession Period.

ARTICLE 5 DSCL'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, DSCL shall have the following obligations:

SPECIFIC OBLIGATIONS

a DSCL shall handover the possession of the Project Site to the Concessionaire in accordance with the Agreement;

b Prior to handover of the Project Site to the Concessionaire, DSCL shall help in removing all encroachments from the Project Site;

c DSCL shall provide reasonable administrative support to the concessionaire per the provisions of the Agreement.

d DSCL shall grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from DSCL under this Agreement, in connection with implementation of the Project and the performance of its obligations.

Provided where authorization for availment of utilities such as power, sewerage, telecommunications or any other incidental services/ utilities is required, the same shall be provided by Concessionaire .DSCL may provide all assistance in getting various clearances from govt. Agencies.

GENERAL OBLIGATIONS

DSCL shall:

a upon written request from the Concessionaire, assist the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication .

b assist the Concessionaire in obtaining police assistance, upon payment of prescribed costs and charges, if any, for traffic regulation, patrolling and provision of security on the Project Site/ Project Facility and implementing this Agreement in accordance with the provisions hereof;

c Observe and comply with all its obligations set forth in this Agreement.

ARTICLE 6 – ROYALTY FEES/CONCESSION FEES

Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement.

PAYMENT TO DSCL

All payments to DSCL shall be made by way of demand draft in favour of The Chief Executive Officer, Dehradun Smart City Limited payable at Dehradun.

The first of such instalment shall be payable by concessionaire on 366th day from the date of signing of the Concession Agreement between the Concessionaire and DSCL.

The Concession fee quoted by the Concessionaire shall be escalated by 5% per year on cumulative basis and such escalated amount shall be payable for subsequent years.

The Concession Fee shall be paid for the Concession Period of 15 Years.

ARTICLE 7-FORCE MAJEURE AND CHANGE IN LAW

FORCE MAJEURE EVENT

Any of the following events which is beyond the control of the Party claiming to be affected thereby (“Affected Party”) and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event:

- a. earthquake, flood, inundation and landslide
- b. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- c. fire caused by reasons not attributable to the Concessionaire or any of the employees, Contractors or agents appointed by the Concessionaire for purposes of the Project;
- d. acts of terrorism;
- e. strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Contractor;
- f. action of a Government Agency having Material Adverse Effect including but not limited to
 - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Facility or any part thereof or of the Concessionaire’s or the Contractor’s rights in Contractor’s rights under any of the Project Agreements.
 - ii. any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Concessionaire, and
 - iii. any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Concessionaire’s or the Contractor’s breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Concessionaire or the Contractor as the case may be is bound.
- g. early determination of this Agreement by DSCL for reasons of national emergency, national security or the national interest.
- h. any failure or delay of a Contractor caused by any of the events mentioned in (f) and (g) above, for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.

i. war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing, radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of a Contractor caused by the events mentioned in this sub-clause for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.

7.1 OBLIGATIONS OF THE PARTIES

a. As soon as practicable and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the Project

Engineer and the other Party of the same setting out, inter alia, the following in reasonable detail:

- i. the nature and extent of the Force Majeure Event;
- ii. the estimated duration of the Force Majeure Event;
- iii. the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- iv. the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- v. any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

b. As soon as practicable and in any case within five (5) days of notification by the Affected Party in accordance with the preceding Clause 7.2 (a), the Parties along with the DSCL, and hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facility in order to:

- i. assess the impact of the underlying Force Majeure Event,
- ii. to determine the likely duration of Force Majeure Event and,
- iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.

c. The Affected Party shall during the duration of Force Majeure event provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the Parties may reasonably require.

7.2 PERFORMANCE OF OBLIGATIONS

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. due notice of the Force Majeure Event has been given as required by the preceding Clause 7.2;
- b. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facility as a result of the Force Majeure Event and to restore the Project Facility , in accordance with the Good Industry practice and its relative obligations under this Agreement;
- d. when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party and the DSCL written notice to that effect and shall promptly resume

performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;

- e. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;
- f. any insurance proceeds received shall, subject to the provisions of Financing Documents, be entirely applied to repair, replace or re-instate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

7.3 TERMINATION DUE TO FORCE MAJEURE EVENT

a. Termination

i If a Force Majeure Event, is an event described under Clauses 7.1(a) to 7.1(e) and 7.1(i), continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.

ii If the Force Majeure Event is an event described in 7.1 (f), 7.1 (g) or 7.1 (h) and the Concessionaire having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Concessionaire shall be entitled to terminate this Agreement. Provided that the Parties may by mutual agreement, decide to continue this Agreement on revised terms or to terminate this Agreement, if the event described in 7.1 (f),

7.1 (g) or 7.1 (h) subsists or is likely to subsist for a period exceeding 180 days, then either Party shall be entitled to terminate this Agreement. Provided further, DSCL may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Clauses 7.1(f), 7.1(g) or 7.1(h).

b. Termination Notice

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause 7.4(a) (i) or (a) (ii), it shall issue Termination Notice setting out ;

- i in sufficient detail the underlying Force Majeure Event;
- ii the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- iii the estimated Termination Payment including the details of computation thereof and;
- iv. any other relevant information.

c. Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- i the Termination Payment, if any, payable by DSCL in accordance with the following clause is paid to the Concessionaire on the Termination Date and
- ii the Project Facility are handed back to DSCL by the Concessionaire on the Termination Date free from all Encumbrance.

d. Termination Payment

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Concessionaire by DSCL in accordance with the following:

i. If Termination is due to a Force Majeure Event, described under Clauses 7.1(a) to 7.1(e), no Termination Payment shall be made by DSCL to the Concessionaire but, the Concessionaire shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies.

ii. If Termination is due to the occurrence of any event described under Clauses 7.1(f) or 7.1(g) or 7.1(h), DSCL shall not pay any amount to the Concessionaire.

Provided that the Concessionaire shall pay any amount due to and recoverable by DSCL from the Concessionaire as on the Termination Date.

iii. If Termination is due to the occurrence of any event described under Clause 7.1(i), DSCL shall not pay any amount to the Concessionaire. Provided that the Concessionaire shall pay any amount due to and recoverable by DSCL from the Concessionaire as on the Termination Date.

7.4 LIABILITY FOR OTHER LOSSES, DAMAGES ETC.

Save and except as expressly provided in this Article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

7.5 CHANGE IN LAW

a. Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:

- i. the enactment of any new Indian law;
- ii. the repeal, modification or re-enactment of any existing Indian law;
- iii. a change in the interpretation or application of any Indian law by a court of record. Provided that Change in Law shall not include:

I. coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,

II. any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,

III. any change in the rates of the Central Taxes.

b. Subject to Change in Law resulting in Material Adverse Effect and subject to the Concessionaire taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a consequence of a Change in Law, the Concessionaire is obliged to incur additional costs, DSCL shall subsequently reimburse to the Concessionaire 100% (hundred percent) of such Additional Costs, provided such additional cost is not less than INR 5,00,000 (Rupees Five Lakhs).

c. Upon occurrence of a Change in Law, the Concessionaire may, notify DSCL of the following:

- i. the nature and the impact of Change in Law on the Project
- ii. in sufficient detail, the estimate of the Additional Cost likely to be incurred by the Concessionaire on account of Change in Law

the measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimising the Additional Cost

ARTICLE 8- EVENTS OF DEFAULT AND TERMINATION

8.1 EVENTS OF DEFAULT

Event of Default shall mean either Concessionaire Event of Default or DSCL Event of Default or both as the context may admit or require.

a) Concessionaire Event of Default

Any of the following events shall constitute an Event of Default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of one or more reasons set out in **Clause 4.15**:

- i. The Concessionaire has failed to adhere to the Construction Requirements and such failure, in the reasonable estimation of the DSCL, is likely to delay achievement of COD beyond 90 days of the SPCD;
- ii. The Concessionaire has failed to achieve COD within 90 days of the SPCD for any reason whatsoever;
- iii. At any time during the Concession Period, the Concessionaire fails to adhere to the Construction Requirements or O&M Requirements and has failed to remedy the same within 60 days;
- iv. The Concessionaire has failed to make the Royalty Payment due to DSCL and more than 30 days have elapsed since such payment became due;
- v. The Concessionaire has failed to make any payments due to DSCL and more than 120 days have elapsed since such payment became due;
- vi. The Concessionaire has collected user charges in excess of the rates agreed between the Concessionaire and DSCL.
- vii. The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 days ;
- viii. Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- ix. A resolution has been passed by the shareholders of the Concessionaire for voluntary winding up/ dissolution of the Concessionaire;
- x. Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DSCL, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Concessionaire under this Agreement;
- xi. A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
- xii. The Concessionaire has abandoned the Project Smart Poles Facility ;
- xiii. The Concessionaire has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- xiv. The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days
- xv. The Concessionaire has failed to perform/ discharge its obligations under Clause 4.14 of this Agreement for a continuous period of 24 hours.
- xvi. The Consortium formed for the purpose of the Project is changed by the Concessionaire without the consent of DSCL.

DSCL Event of Default

Any of the following events shall constitute an event of default by DSCL ("DSCL Event of Default"), when not caused by a Concessionaire Event of Default or a Force Majeure Event:

- xvii. DSCL has failed to provide land at the Site to the Concessionaire as per the provisions of Clause 3;
- xviii. DSCL is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 days of receipt of notice thereof issued by the Concessionaire;
- xix. DSCL having executed the same is in breach of any of its obligations thereunder and such breach has not been cured within 30 days from the date of written notice thereof given by the Concessionaire
- xx. DSCL has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- xxi. Any governmental action not arising out of a breach, default or lapse on the part of the Concessionaire, whereby the Concession/this Agreement becomes inoperable or takeover by any government agency of the Project/Project Facilities or any part thereof, thereby causing Material Adverse Effect.
- xxii. Any representation made or warranties given by the DSCL under this Agreement has been found to be false or misleading.

8.2 TERMINATION DUE TO EVENT OF DEFAULT

8.3

a) Termination for Concessionaire Event of Default

i Without prejudice to any other right or remedy which DSCL may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, DSCL shall subject to the provisions of the Lender's Step-in Rights as per Clause 8.5, be entitled to terminate this Agreement in the manner as set out under Clause 8.2(a)(ii) and Clause 8.2(a)(iii). Provided however that upon the occurrence of a Concessionaire Event of Default as specified under Clause 8.1(a)(xi), DSCL may immediately terminate this Agreement by issue of Termination Notice in the manner set out under Clause 8.2(c).

ii If DSCL decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Concessionaire. Within 30 days of receipt of the Preliminary Notice, the Concessionaire shall submit to DSCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, DSCL shall be entitled to terminate this Agreement by issuing Termination Notice, and to encash the Performance Security.

iii If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 30 days ("Cure Period") to remedy/ cure the underlying Event of Default. If, however the Concessionaire fails to remedy/ cure the underlying Event of Default within such further period allowed, DSCL shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate Performance Security.

b) Termination for DSCL Event of Default

iv Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of DSCL Event of Default, the Concessionaire

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shall be entitled to terminate this Agreement by issuing Termination Notice.

v. If the Concessionaire decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to DSCL. Within 30 days of receipt of Preliminary Notice, DSCL shall forward to the Concessionaire its proposal to remedy/ cure the underlying Event of Default (the "DSCL Proposal to Rectify"). In case of non submission of DSCL Proposal to Rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

vi. If DSCL Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefor, DSCL shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however DSCL fails to remedy/ cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

c) Termination Notice

If a Party having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub clause (a) or (b), it shall issue Termination Notice setting out:

- vii. in sufficient detail the underlying Event of Default;
- viii. the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- ix. the estimated termination payment including the details of computation thereof; and,
- x. any other relevant information.

d) Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- xi. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facility,
- xii. the termination payment, if any, payable by DSCL in accordance with the following Clause
(f) is paid to the Concessionaire on the Termination Date and
- xiii. the Project Facility is handed back to DSCL by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to DSCL.

e) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same. Provided that the Party in breach shall compensate the other Party for any direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

f) Termination Payments on account of DSCL Event of Default

Upon Termination of this Agreement on account of DSCL Event of Default, the Concessionaire shall be entitled to withdraw the Performance Security, if subsisting, and receive from DSCL, termination payment as per following:

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xiv. If the Termination is prior to achievement of COD then the Termination Payment from DSCL shall be equal to the amount, as estimated by the DSCL, which has already been spent by the Concessionaire for construction/Up gradation of Project Facilities and has not been paid for by DSCL as per the Project Milestone based disbursement schedule.

xv. If the Termination is after achievement of COD then the Termination Payment from DSCL shall be equal to Royal Fee Rate/Concession Fee payable by the Concessionaire to DSCL for next 3 (three) months.

Termination Payments on account of Concessionaire Event of Default

Upon Termination of this Agreement on account of Concessionaire Event of Default, Concessionaire shall not be entitled to receive any Termination Payment from DSCL. Upon Termination of this Agreement on account of Concessionaire Event of Default, DSCL shall be entitled to forfeit the Performance Security.

g) RIGHTS OF DSCL ON TERMINATION

a. Upon Termination of this Agreement for any reason whatsoever, DSCL shall upon making the Termination Payment, if any, to the Concessionaire have the power and authority to:

- i. enter upon and take possession and control of the Project Site / Project Facility forthwith;
- ii. prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon/ dealing with the Project Site /Project Facility;

b. Notwithstanding anything contained in this Agreement, DSCL shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or reemployment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the handback of the Project Facility by the Concessionaire to DSCL shall be free from any such obligation.

8.4 ACCRUED RIGHTS OF PARTIES

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

8.5 LENDERS' STEP-IN RIGHTS

a. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that :

- i. upon the Lenders recalling and demanding the debt outstanding under the Financing Documents (following an event of default under the Financing Documents), or
- ii. Upon a Termination Notice being issued by DSCL, the Lenders shall, without prejudice to any other remedy available to them, have the option to propose to DSCL the substitution of the Concessionaire by another suitable company ("Proposed Concessionaire"). Any such proposal shall contain in sufficient detail all the relevant information about the Proposed Concessionaire and the terms and conditions of the substitution.

b. Upon receipt of the Lender's proposal pursuant to the preceding sub clause (a), DSCL shall, at

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its discretion, have the right to accept substitution of the Concessionaire on such terms and conditions as it may deem fit. Provided that any such substitution shall :

- i. be on terms and conditions of the Concession which are not less favourable to DSCL than those prevailing at the time of substitution, and
- ii. be for the remaining period of Concession only.
- c. In the event of substitution as aforesaid, all the rights, privileges and the benefits of the Concessionaire shall be deemed to have been transferred to and vested in the Proposed Concessionaire and DSCL and the Proposed Concessionaire shall take such steps and enter into such documents as may be necessary to give effect to the substitution.
- d. Upon the substitution of the Concessionaire becoming effective as aforesaid, the Concessionaire shall hand back to DSCL or upon instruction of DSCL to the Proposed Concessionaire and for the purpose of giving effect to this provision, DSCL shall have all such rights as are provided in Clause 8.3.

ARTICLE 9-HANDBACK REQUIREMENTS

9.1 OWNERSHIP

Without prejudice and subject to the Concession, the ownership of the Project Site, and the Project Facility, including all improvements made therein by the Concessionaire, shall at all times remain that of DSCL.

9.2 OBLIGATIONS OF PARTIES

Concessionaire's Obligations

- i. The Concessionaire shall on the date of expiry of the Concession Period, hand back vacant and peaceful possession of the Project Site and Project Facility to DSCL free of cost and in good operable condition.
- ii. At least 12 months before the expected expiry of the Concession Period a joint inspection of the Project Site and Project Facility shall be undertaken by DSCL or Concessionaire. DSCL shall, within 45 days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs ("Project Facility Handback Requirements"), if any, to be carried out so as to conform to the Construction Requirements and O&M Requirements. The Concessionaire shall promptly undertake and complete such works/jobs at least 3 months prior to the expected expiry of the Concession Period and ensure that the Project Facility continues to meet such requirements until the same are handed back to DSCL.
- iii. DSC shall, within 15 days of the joint inspection undertaken under preceding clause prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to DSCL along with the Project Facility.
- iv. The Concessionaire hereby acknowledges DSCL's rights specified in Clause 8.3 enforceable against it upon Termination and its corresponding obligations arising therefrom. The Concessionaire undertakes to comply with and discharge promptly all such obligations.
- v. At least 24 months prior to the expiry of the Concession Period, the Concessionaire shall, for due performance of its obligations relating to handback of the Project Facility, submit to DSCL a bank guarantee ("Handback Guarantee"), from a bank acceptable to DSCL. The Handback Guarantee shall be kept valid for a period of 30 months.

DSCL's Obligations

DSCL shall, subject to DSCL's right to deduct amounts towards:

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- i. carrying out works/jobs listed under Clause 9.2(a)(ii), which have not been carried out by the Concessionaire,
- ii. purchase of items, which have not been handed back to DSCL along with the Project Facility in terms of Clause 9.2(a)(iii), and
- iii. any outstanding dues, which may have accrued in respect of the Project Facility during the Concession Period, duly discharge and release to the Concessionaire the Handback Guarantee within 3 months from the expiry of the Concession Period.

ARTICLE 10: DISPUTE RESOLUTION

10.1 Dispute Resolution

If any dispute arises out of this Contract with regard to the interpretation, meaning and breach of the terms of the contract or in the work of operation, the matter shall be tried to be resolved amicably by the parties and in case of failure, the same shall be referred to the Sole Arbitrator to be appointed mutually by the parties, whose decision shall be final and binding on the parties. All arbitration proceedings shall be as per Arbitration and Conciliation Act 1996 with its amendments from time to time.

The Seat of Arbitration shall be at Dehradun and the Courts at Dehradun alone shall have jurisdiction to entertain any matter arising out of this agreement/contract.”

10.2 Arbitration

The Arbitrator shall be appointed as per the mutual agreement of both the parties.

ARTICLE 11-REPRESENTATIONS AND WARRANTIES

11.1 REPRESENTATIONS AND WARRANTIES OF THE CONCESSIONAIRE

The Concessionaire represents and warrants to DSCL that:

- a. it is duly organised, validly existing and in good standing under the laws of India;
- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- d. it has the financial standing and capacity to undertake the Project;
- e. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g. there are no actions, suits, proceedings or investigations pending or to the Concessionaire's

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knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the DSCL of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

h. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;

i. it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

j. subject to receipt by the Concessionaire from DSCL of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Concessionaire in and to the Project Site/Project Facility shall pass to and vest in DSCL on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or DSCL;

k. no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to DSCL or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

l. no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession.

m. Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Project Site, and the information provided by DSCL, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder. The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DSCL shall not be liable for the same in any manner whatsoever to the Concessionaire.

11.2 REPRESENTATIONS AND WARRANTIES OF DSCL

DSCL represents and warrants to the Concessionaire that:

a. DSCL has full power and authority to grant the Concession;

b. DSCL has taken all necessary action to authorise the execution, delivery and performance of this Agreement;

c. This Agreement constitutes DSCL's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

d. There are no suits or other legal proceedings pending or threatened against in respect of the Project, Project Site or Project Facility.

11.3 OBLIGATION TO NOTIFY CHANGE

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 12-MISCELLANEOUS

12.1 ASSIGNMENT AND CHARGES

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- a. The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder, save and except with prior consent of DSCL.
- b. The Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Site/Project Facility, except with prior consent in writing of DSCL, which consent DSCL shall be entitled to decline without assigning any reason whatsoever.
- c. Restraint set forth in sub-articles (a) and (b) above shall not apply to:
 - i. liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire;
 - ii. Pledges/hypothecation of goods/ moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
 - iii. assignment of Concessionaire's rights and benefits under this Agreement and other Project Agreements to or in favour of the Lenders as security for financial assistance provided by them.

12.2 INTEREST AND RIGHT OF SET OFF

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at 15% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off. Provided the stipulation regarding interest for delayed payments contained in this Clause shall neither be deemed nor construed to authorize any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

12.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Dehradun shall have jurisdiction over all matters arising out of or relating to this Agreement.

12.4 Waiver

- a. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - iii. shall not affect the validity or enforceability of this Agreement in any manner.

- b. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

12.5 SURVIVAL

Termination of this Agreement:

- a. shall not relieve the Concessionaire or DSCL of any obligations already incurred hereunder

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which expressly or by implication survives Termination hereof, and

b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party, prior to the effectiveness of such Termination or arising out of such Termination.

12.6 AMENDMENTS

This Agreement constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by both the Parties hereto and evidenced in writing.

12.7 NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to DSCL: The Chief Executive Officer, DSCL Nagar Nigam, Dehradun – 282002, Uttarakhand Fax No :

If to the Concessionaire: The Chief Executive Officer, -----(*insert complete address with phone and fax details*) Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

(i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and

(ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

12.8 SEVERABILITY

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

12.9 NO PARTNERSHIP

Nothing contained in this Agreement shall be construed or interpreted as Constituting a partnership between the Parties. Neither Party shall have any Authority to bind the other in any manner whatsoever.

12.10 LANGUAGE

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

12.11 EXCLUSION OF IMPLIED WARRANTIES ETC.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

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12.12 COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement. IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED

For and on behalf of DSCL by: (Signature)

Name) (Designation)

For and on behalf of CONCESSIONAIRE by: (Signature)(Name) (Designation)In the presence of:

- 1.
- 2.

18.5 Annexure IV: Checklist

Following is the checklist for Concessionaire's reference;

#	Particulars	Included in the Proposal Yes/No
Annexure 1		
1.	RFP Document Fees	
2.	Earnest Money Deposit(EMD)/Bid Security	
3.	Affidavit for Correctness of Bid	
4.	Form 1: Technical Proposal Covering Letter	
5.	Form 2: Power of Attorney	
6.	Form 3: Undertaking on Total Responsibility	
7.	Form 4: Particulars of the Concessionaire	
8.	Form 5: Bank Guarantee for Earnest Money Deposit	
9.	Form 6: Project Citation Format	
10.	Form 7: Proposed Solution	
11.	Form 8: Technical Compliance: FRS	
12.	Form 9: Proposed Implementation Work Plan	
13.	Form 10: Team Composition	
14.	Form 11: Curriculum Vitae (CV) of Key Personnel	
15.	Form 12: Deployment of Personnel	
16.	Form 13: Manufacturers Authorisation Form	
17.	Form 14: Undertaking on Service Level Compliance	
18.	Form 15: Undertaking on Exit Management & Transition	
19.	Form 16: Office Undertaking	
20.	Form 17: Declaration of non-blacklist	
21.	Form 18: Consortium MoU	
22.	Form 19: Teaming Agreement	
23.	Audited Financial Statements including profit and loss statement and Auditor's report for the last three financial years (16-17,17-18 and 18-19)	
Annexure II		
24.	Form 1: Covering Letter	
25.	Form 2: Financial Proposal	
Annexure III		
26.	Form 1: Bank Guarantee	
27.	Form 2. Draft Concession Agreement	

18.6 Annexure V

18.6.1 Tentative Locations of smart Poles

S.No	Location
1	Clock Tower
2	Prince Chowk
3	Kwality Chowk
4	Kanak Chowk
5	Bhel Chowk
6	Nanys Bakery
7	DBS Chowk
8	Survey Chowk
9	Araghar Chowk
10	Railway Station Chowk
11	Tehsil Chowk
12	Ballupur Chowk
13	Yamuna Colony Chowk
14	Kishan Nagar Chowk
15	Dilaram Chowk
16	Balliwala Chowk
17	Lencidon Chowk
18	Buddha Park
19	Laal Pul Chowk
20	Niranjanpur Sabji Mandi Chowk
21	Shimla Bypass Chowk
22	ISBT Chowk
23	Gandhi Chowk
24	Saharanpur Chowk
25	City Heart Centre Chowk
26	Bindal Chowk

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27	Aggarwal Filling Station
28	Dwarika Chowk
29	DAV Chowk
30	Near DBS(PG) college
31	Sri durga sweet shop
32	Near CMI hospital
33	Race course chowk
34	Masjid Huda
35	District & sessions court
36	St Francis church
37	Doon Hospital
38	Nehru Colony Junction
39	Rispana Junction
40	Saint Jude Chowk
41	Kargi Chowk
42	Dharampur Chowk
43	Sahasdhara Crossing
44	Kaulagarh Crossing
45	Saint Jude Chowk
46	Darshan Lal Chowk
47	FRI Gate
48	Vasant Vihar
49	ONGC Chowk

Concessionaire may find out any other locations based out the survey and discussion with DSCL.

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18.6.2 Tentative List of locations for Wireless Access Points

S.No.	Nominal Lat.	Nominal Long	Option Name	Town	District	Zone
1	30.323127	78.037966	Chat Wali Gali	Dehradun	Dehradun	Dehradun
2	30.321535	78.017808	Govind Garh	Dehradun	Dehradun	Dehradun
3	30.305003	78.02092	Mahant Indresh Hospital	Dehradun	Dehradun	Dehradun
4	30.340154	77.952154	Law College	Dehradun	Dehradun	Dehradun
5	30.364347	78.069192	Rajpur road	Dehradun	Dehradun	Dehradun
6	30.36478	78.06443	Rajpur road near Jakran	Dehradun	Dehradun	Dehradun
7	30.342781	78.065685	Sidharth Vihar	Dehradun	Dehradun	Dehradun
8	30.337534	78.0641	ARYA NAGAR	Dehradun	Dehradun	Dehradun
9	30.340012	78.064704	ARYA NAGAR 1	Dehradun	Dehradun	Dehradun
10	30.3246	78.042475	Clock Tower	Dehradun	Dehradun	Dehradun
11	30.334591	78.062212	DL Road	Dehradun	Dehradun	Dehradun
12	30.336322	78.063383	DL Road 2	Dehradun	Dehradun	Dehradun
13	30.327822	78.05783	Karanpur Market	Dehradun	Dehradun	Dehradun
14	30.332124	78.041838	Nasvilla road	Dehradun	Dehradun	Dehradun
15	30.31962	78.03607	Paltan Bazar	Dehradun	Dehradun	Dehradun