



REQUEST FOR PROPOSAL (RFP)

FOR

**Selection of Master System Integrator (MSI) for
Establishment of Haridwar Kumbh Mela 'Integrated
Command & Control Center' (HKICCC) and Integration
with Dehradun ICC**

FOR

HARIDWAR KUMBH MELA 2021

RFP Ref No.: 02/DSCL/19-20/NCB/HKICCC

Volume 1 – Instructions to Bidders

INVITED BY

DEHRADUN SMART CITY LIMITED

Government of Uttarakhand

Disclaimer

The RFP is a detailed document with specifies terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and objectives of the Incident 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.

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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.

Definitions/Acronyms

Terms	Meanings
ABD	Area Based Development
AMC	Annual Maintenance Contract
ANPR	Automatic Number Plate Recognition
ATCS	Adaptive Traffic Control System
BOM	Bill of Material
CCTV	Closed Circuit Television
COTS	Commercial Off-The-Shelf
CSP	Cloud Service Provider
DC	Data Centre
DMS	Document Management System
DRC	Disaster Recovery Centre
ECB	Emergency Call Box
EMD	Earnest Money Deposit
FMS	Facility Management Services
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
IPF	Information Processing Facility
ISO	International Organization for Standardization
ISWM	Integrated Solid Waste Management
IT	Information Technology
ITDP	Institute for Transportation and Development Policy
ITMS	Intelligent Traffic Management System
KPI	Key Performance Indicator
LOA	Letter of Acceptance
MIS	Management Information System

MSI	Master System Integrator
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacture
OFC	Optical Fiber Cable
PA	Public Address
PoP	Point of Presence
PTZ	Pan Tilt Zoom
RFP	Request for Proposal
RACI	Responsible, Accountable, Confirm, Inform
RLVD	Red Light Violation Detection
DSCL	Dehradun Smart City Limited
SCM	Smart City Mission
SCP	Smart City Proposal
SDC	State Data Centre
SLA	Service Level Agreement
SOP	Standard Operating Procedures
SPV	Special Purpose Vehicle
SVD	Speed Violation Detection
TCV	Total Contract Value
TDS	Tax Deducted at Source
TPA	Third Party Auditor
UAT	User Acceptance Testing
UPS	Uninterrupted Power Supply
VAT	Value Added Tax
VM	Virtual Machine
VMS	Variable Message Sign
VA	Video Analytics
HKMICCC	Haridwar Kumbh Mela Incident Command & Control Center
Consortium/JV	A consortium/JV consists of multiple members (not more than two parties- Lead Bidder + 1 Consortium/JV members) entering into a Consortium/JV. Agreement for a common objective of satisfying the DSCL requirements & represented by lead member of the consortium/JV, designated as a "Lead Bidder". Also, the solely responsibility for successful execution of the entire project will be

	that of the defined Lead bidder. The consortium/JV members shall support lead bidder for their work scope to execute the project successfully. The consortium/JV members should have relevant experience of executing similar roles and responsibilities in past as stated in the MoU in Annexure 7. Parent company existence of Bidder/ Lead bidder would be considered for only 100% subsidiary/ sister concern / division/ sub division/ branch business unit. Intellectual Property Rights Indemnity will not be applicable if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the MSI's organization, For the purpose of technical evaluation, net worth and turnover of only the bidding entity will be considered. Net worth and turnover of any parent, subsidiary, associate or other related entity will not be considered.
Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code (Customized deliverables prepared specifically for DSCL and not the Source Code of the proprietary software) and all its modifications.
Effective Date	The date on which the Contract Agreement for this RFP comes into effect
EMD	Earnest Money Deposit
EMV	Engineering Materials Vehicles
ETA	Estimated Time of Arrival
ETD	Estimated Time of Departure
e-Procurement Portal	Means the electronic tendering system of the Authority
LOI/LOA	Letter of Intent/Letter of Award
Non-Responsive	means failure to furnish complete information in a given format and manner required as per the RFP documents or non-submission of RFP offer in given forms / pro forma or not following procedure mentioned in this RFP or any of required details or documents is missing or not clear or not submitted in the prescribed format or non- submission of RFP fee on EMD
O&M	Operations & Maintenance
OEM	Original Equipment Manufacturer
Required Consents	The consents, waivers, clearances and licenses to use Authority Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that DIT,

	GoI their nominated agencies are required to make available to Bidder pursuant to this Agreement;
Service Level	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
SI / MSI	System Integrator/Master System Integrator
SLA	Service Level Agreement; Performance and Maintenance SLA executed as part of this Master Service Agreement;
Successful Bidder	The bidder who is qualified & successful in the bidding process and is awarded the work

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1 Bidding Schedule: Important Dates

S No.	Activity	Duration
1.	RFP Name & Reference	Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICC for HARIDWAR KUMBH MELA 2021 RFP Ref No.: 02/DSCL/19-20/NCB/HKICCC
2.	Availability of RFP Documents	The RFP document for this work shall be available from website http://www.uktenders.gov.in from 29/01/2020 at 1200 Hrs. to 07/02/2020 up to 1200 Hrs.
3.	Pre-Bid Meeting	NOT APPLICABLE
4.	Contact Person	Mr. Surya Kotnala, AGM(Procurement & Contract Management), Dehradun Smart City Limited, Mob: +91 7060033338, Email: agmproc-dscl@uk.gov.in
5.	Last date for downloading of Bid document from the E-procurement portal http://uktenders.gov.in	07/02/2020 up to 1200 Hours. The scan copy of the RFP document fees (Non-Refundable) and Bid Security (EMD) shall be uploaded on the e-procurement website.
6.	Last date and time for Bid submission/ uploading of Bid in E-procurement platform	07/02/2020 up to 1215 Hours
7.	Submission of original documents i.e. Technical Bid, RFP document fees (Non-Refundable) and Bid Security (EMD)	07/02/2020 up to 1230 Hours Address for submission of original documents: Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India
8.	Time and date of opening of Technical Bids	The Authorized Officers will open the Technical Bids on line on 07/02/2020 at 1300 Hours in DSCL office.
9.	Date and time of opening of Financial Bids	Shall be informed later to technically qualified Bidders
10.	Method of selection	The method of selection is QCBS. The weightage given to the Technical and Financial scores will be 80% and 20% respectively. The Contract will be awarded to the bidder scoring maximum marks in technical and financial evaluations as per the qualifying criteria.

		<p>QCBS evaluation formula: For Quality and Cost based Evaluation (QCBS), the following formula will be used for the evaluation of the bids. The scores will be calculated as: $B_n = 0.8 * T_n + (0.2) * (C_{min} / C_b * 100)$ Where B_n = overall score of bidder under consideration. (Calculated up to two decimal points). T_n = Technical score for the bidder under consideration. C_b = Actual price quoted by the bidder. C_{min} = Lowest price among the financial proposals under consideration.</p>
11.	Technical Presentation by the bidder	Shall be informed by DSCL
12.	Bid validity period	180 days from the last date of Bid submission
13.	Project Duration	<p>Go-Live Period – Within 06 Months from the date of contract signing.</p> <p>O&M Period – 1 Year after the Successful Go-Live</p>
14.	Earnest Money Deposit/Bid Security	INR 75 Lakhs (Indian Rupees Seventy Five Lakhs Only) in the form of unconditional Bank Guarantee from Scheduled Bank in India, issued in favor of “Chief Executive Officer, Dehradun Smart City Limited”.
15.	RFP Document Fees (Non-refundable)	INR 25,000/- (Indian Rupees Twenty Five Thousand Only) including GST in the form of demand draft drawn in favor of “Chief Executive Officer, Dehradun Smart City Limited” Payable at Dehradun
16.	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.
17.	Dehradun Smart City Limited Bank Details for preparation of EMD/PBG	Dehradun Smart City Limited A/C No.: 50200032926554 HDFC Bank, Branch: Nehru Colony, Haridwar Road, Dehradun IFSC: HDFC0003784

2 Instructions for Online Bid Submission

1. Instructions to the Bidders to submit the Bids online through the procurement portal <http://uktenders.gov.in>.
2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the MSIs/Bidders on the e-Procurement/e-tender portal are prerequisite for e- tendering.
3. Bidder should register for the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the Bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the MSIs/Bidders through email id as registered.
4. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
5. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/ nCode/ eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken /Smart Card, should be registered.
6. The registered DSC only should be used by the Bidder in the transactions and should ensure safety of the same.
7. MSI/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
8. After downloading/getting the RFP document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise Bid will be rejected.
9. Any clarifications may be sought online through the tender site, through the contact details or during pre-Bid meeting, if any. Bidder should take into account the corrigendum, if any published before submitting the Bids online.
10. Bidder may log in to the site through the secured login by the user id/password chosen during enrolment/registration and then by submitting the password of the e- Token/Smartcard to access DSC.
11. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder.
12. From my tender folder, he may select the tender to view all the details uploaded there.
13. It shall be deemed that the Bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the RFP schedules carefully and upload the documents as asked; otherwise, the incomplete Bid shall stand rejected.
14. Bidder should get ready the Bid documents to be submitted as indicated in the RFP documents/schedules in advance and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format.
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as

per RFP requirements and then send along with Bid documents during Bid submission. This will facilitate the Bid submission process faster by reducing upload time of Bids.

16. Bidder should submit the Bid Security as specified in the RFP. The hard copy should be posted/couriered/given in person to the RFP Inviting Authority, within Bid submission due date and time as indicated in the RFP. Scanned copy of the instrument should be uploaded as part of the offer & affidavit as stated in RFP. For any delay for submission of these documents Bidder will be responsible
17. While submitting the Bids online, the Bidder should read the terms and conditions and shall accept the same to proceed further to submit the Bid packets.
18. The Bidder has to select the payment option as offline to pay the Bid Security as applicable and enter details of the instruments.
19. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during Bid submission time, otherwise submitted Bid shall not be acceptable or liable for rejection.
20. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. The very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have duly read, understood and agreed with all clauses of the Bid document including General Conditions of Contract (GCC) without any exception.
21. The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid may be rejected.
22. If the Price Bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-Bid/BOQ template shall not be modified /replaced by the Bidder; else the Bid submitted is liable to be rejected for the RFP.
23. The Bidders are advised to submit the Bids through online e-tendering system to the RFP Inviting Authority well before the Bid submission due date and time (as per Server System Clock). The Authority shall not be held responsible for any delay or the difficulties faced during the submission of Bids online by the Bidders.
24. After the Bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular RFP and also be used as entry pass to participate in the Bid opening.
25. The time settings fixed in the server side and displayed at the top of the RFP site, shall remain valid for all actions of requesting, Bid submission, Bid opening etc., in the e-tender system. The Bidders must follow such time during Bid submission.
26. All the data being entered by the Bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the Bid submission and until the time of Bid opening by any person.
27. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers' public keys. Overall, the uploaded RFP documents become readable only after the RFP opening by the authorized Bid openers.

Haridwar is an ancient and holy city in the State of Uttarakhand. The River Ganga, after flowing for 253 kilometers from its source at Gaumukh, enters the Gangetic Plain for the first time at Haridwar. Every 12 years, Kumbh Mela is celebrated at Haridwar. As per provisional reports of Census India, population of Haridwar in 2011 was 228,832; its urban / metropolitan population was 310,796. However during the Kumbh Mela, millions of pilgrims, devotees, and tourists congregate in Haridwar to perform ritualistic bathing on the banks of the river Ganges. Last time Haridwar hosted Kumbh Mela from 14th January 2010 to 28th April 2010. On 14 April 2010, alone approximately 10 million people bathed in the Ganges river and by mid-April about 40 million people had bathed since 14 January 2010. Hundreds of foreigners joined Indian pilgrims in the festival which is thought to be the largest religious gathering in the world.

Government of Uttarakhand has been taking multiple steps to accommodate, provide safety and convenience to the large number of pilgrims who visit the Kumbh Mela. Next Kumbh Mela is scheduled to be hosted at Haridwar in 2021. **Dehradun Smart City Limited** would be managing the Integrated Command and control center along with the other smart elements as explained in this document.

Security, safety and efficient crowd management of the pilgrims visiting Kumbh Mela 2021 is on top most priority of DSCL. The objective of this project is to develop and deliver a scalable system that can enable DSCL to effectively prepare for upcoming Kumbh Mela and provide safety, security, required advisory information related to parking areas, train schedules, sanitation, near-by locations, cultural tourist spots etc. along with effective crowd management to the pilgrims visiting Haridwar Kumbh Mela.

Following are the systems/solutions envisaged to be implemented as part of Haridwar Kumbh Mela Integrated Command & Control Center (HKICCC) project for Haridwar Kumbh Mela:

1. Integrated Command and Control Center acting as unified platform for management of Haridwar Kumbh Mela operations
 - a. Creation of Tenant in existing Dehradun ICC (DICCC)
 - b. Video Walls displays
 - c. Desktops
 - d. Contact/Call Center
 - e. War Room
2. Variable Message Display boards across to display important real time messages, warnings, traffic advices, emergency messages
3. Intelligent Surveillance System with Centralized monitoring of all critical places including but not limited to Kumbh Mela areas, Snan Ghats, entry/exit points, traffic junctions, roads/corridors approaching Kumbh Mela area, market areas, bus stands, railway stations, parking areas, key religious places, temples etc.
 - a. Beaming live images for Monitoring at Kumbh ICC
 - b. Face Recognition System
 - c. Artificial Intelligence for crowd management and early warning system

- d. Integration with existing Dehradun ICCC and Dehradun Smart City Smart Systems being implemented
 - e. Surveillance – during nights as well
 - f. Automatic number plate recognition
 - g. Smart Parking System using cameras
4. Creation of Mobile Incident Reporting Facility for Lost and found
 5. Implementation of Dispatch and Live Monitoring of Emergency Vehicles
 6. Solid Waste Management
 7. Development & implementation of Standard Operating Procedures (SoPs) for ICCC, Kumbh Mela operations and other stakeholder/government departments
 8. Development & implementation of innovative, cross-functional use-cases for ICCC, Kumbh Mela operations and other stakeholder/government departments
 9. Integration with Haridwar City other ICT Initiatives

2.2 Purpose of this RFP

The purpose of this RFP is for the Dehradun Smart City Limited (DSCL) to enter into a contract with a qualified firm for the Supply, Installation, configuration, Integration, Commissioning, Operations and Maintenance of integrated solutions to support the command and control centre initiative for Kumbh Mela 2021 initiative of DSCL. DSCL is looking to engage a Master Service Integrator –

- Who brings strong technology experience in smart city implementation, integration and operations through integrated and multi-agency coordination platform
- Who can develop Standard Operating Procedures for the various components of the project and link with uses cases prepared by them
- Who has a quality control plan in place to demonstrate that all equipment is tested and passed prior to shipping
- Who can provide high quality installations of the project equipment
- Who is capable of maintaining and operating the complex smart city systems to provide maximum decision-making support and performance of the systems
- Who brings forth expertise for incident and emergency management
- Who has experience implementing city-wide ICT and surveillance system coupled with using the said systems efficiently through data analytics
- Who will strongly build capacity of various stakeholders for efficient operations and management of the proposed solutions

This RFP is designed to provide interested bidders with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data.

Bidders are at liberty and are encouraged to expand upon the specifications to evidence superior bid understanding and service capability.

3 RFP Format

The intent of this RFP is to invite bids from the Bidders for implementation of an integrated solution for Haridwar Kumbh Mela 2021. The Request for Proposal (RFP) consists of three volumes as follows:

A. RFP Volume 1: Instruction to Bidders

Volume 1 details the instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms along with the bid submission guidelines.

B. RFP Volume 2: Scope of work including Functional & Technical Specifications

Volume 2 of the RFP provides information regarding the Project Implementation Plan, business requirements/ applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirements and Master Service Level Agreement.

C. RFP Volume 3: Master Service Level Agreement

Volume 3 of the RFP provides information regarding the Master Service Level Agreement and contains the contractual, legal terms & conditions applicable for the proposed assignment.

4 Instruction to Bidders

4.1 General

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the DSCL's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the DSCL on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and

until a formal written contract has been executed by or on behalf of DSCL. Any notification of preferred bidder status by DSCL shall not give rise to any enforceable rights by the Bidder. DSCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of DSCL.

- d. Sealed bids shall be received by the DSCL by physical and online means before the time and date specified in the schedule of the RFP. In the event of the specified date for the submission of RFP offers being declared a public holiday by the Government of Uttarakhand, the offers will be received up to the appointed time on the next working day. The DSCL may, at its discretion, extend this deadline for submission of offers by issuing corrigendum.
- e. Telex, cable or facsimile offers will be rejected.

4.2 Eligible Bidders

Bids may be submitted by either of the following categories of bidders only: The Bidder can be either a Single System Integrator (SI) or a Consortium/JV of companies/corporations as described below. A systems integrator is a company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together.

a. Sole Bidder

The Sole Bidder must be a System Integrator company which has the capabilities to deliver the entire scope as mentioned in the RFP. The Sole Bidder cannot bid as a part of any other consortium/JV bid under this RFP.

b. Consortium/JV of Firms

Bids can be submitted by a consortium/JV of firms. A consortium/JV should not consist of more than two parties (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFP. Each consortium/JV member will only be responsible for their scope of work. The Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium/JV Members needs to be declared in the bid which cannot be changed by the bidder later on.

The Lead Bidder will be responsible for:

- i. The management of all Consortium/JV Members who are part of the bid, and
- ii. The supply, delivery and installation of all products and services submitted in their bid and as part of the contract

Bids submitted by a consortium/JV should comply with the following requirements:

- i. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium/JV members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder
- ii. Any firm which is not a Lead Bidder (however, is a consortium/JV partner) can only partner in one bid i.e all members of a consortium/JV are restricted from being part of any other consortium/JV that is formed to participate in a Bid in response to this RFP.
- iii. Any of the Lead Bidders cannot be a Consortium/JV Member with another bidder in a separate bid
- iv. Internal arrangement between the Consortium/JV Members is left to the bidders.

4.3 Compliant Bids/Completeness of Response

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

4.4 Bidder to Inform

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

be removed or clarifications are provided.

4.5 Bid Preparation costs

The Bidder shall bear all costs associated with the preparation and submission of its bid, for the purposes of clarification of the bid, if so desired by the DSCL.

4.6 Pre-bid meeting & Clarification

4.6.1 Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to DSCL as per the online submission mode and timelines mentioned in the Bidding Schedule. The pre-bid queries should be as per format in RFP, along with name and details of the organization submitting the queries.

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

Bidders must submit their queries as per the format mentioned in the RFP.

Maximum of 2 members per Bidder (for MSI pre-bid) and **Maximum of 1 member** (for OEM pre-bid) will be allowed to participate in the Pre-bid conference and a letter from the Authorized Signatory from the intended MSI/OEM will clearly specify the names of the participants.

4.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

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

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

Any modifications of the RFP Documents, which may become necessary as a result of the Pre- Bid Conference, shall be made by DSCL exclusively through a corrigendum/addendum. Any such corrigendum/addendum shall be deemed to be

incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of DSCL.

Any corrigendum/addendum/notification issued by DSCL, subsequent to issue of RFP, shall only be available/hosted on the website URL mentioned in the Bidding Schedule. Any such corrigendum shall be deemed to be incorporated into this RFP.

4.7 RFP Document Fee

RFP can be downloaded from the website URL mentioned in the Bidding Schedule. RFP Fee of INR 25,000 (Indian Rupees Twenty Five Thousand Only) through DD, in favour of “Chief Executive Officer, Dehradun Smart City Limited” payable at Dehradun, shall have to be paid along with the proposal. The RFP document fees shall be non-refundable. Without the payment of RFP fee the bids will be taken as incomplete and non-responsive and shall not be considered for opening.

4.8 Earnest Money Deposit (EMD)

EMD of INR 75, 00,000 (Indian Rupees Seventy Five Lakhs Only) shall be paid at the time of submission of bid through an unconditional Bank Guarantee from a scheduled bank in India. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained. It should be in favour of “Chief Executive Officer, Dehradun Smart City Limited” payable at Dehradun

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by DSCL after signing of the contract with the successful bidder.

For Successful bidders: The bid security, for the amount mentioned above, of successful bidder would be returned without interest after submission of required Performance Bank Guarantee and the contract signing.

In case bid is submitted without the bid security/invalid bid security, then DSCL will reject the bid without providing opportunity for any further correspondence to the concerned bidder.

The EMD may be forfeited in any of the following circumstances:

- a) If a Bidder withdraws or modifies it's Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- b) If the Bidder tries to influence the evaluation process or engages in corrupt,

fraudulent, coercive or undesirable practice or restrictive practice as set out in this RFP.

- c) If a Bidder is declared the first ranking Bidder and the bidder:
 - Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
 - fails to furnish the Performance Security
 - fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- d) Fails to execute the Contract.

4.9 Bid Validity Period

Bid shall remain valid for the time period mentioned in the Bidding Schedule. The bidder shall be required to extend the bid validity period, if requested by client to do so. Accordingly the bid security shall also be extended by the bidder for such period.

The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period

4.10 Contents of Bid

The four sets of documents (each enveloped separately and packed in a master envelope) are required to be submitted for evaluation. The sets will comprise of:

Document Set per envelope	Name of Document	Content	Mode of Submission
One	RFP Document fee & Bid Security/ Earnest Money Deposit (EMD)	a) RFP Document Fee b) Bid Security/ Earnest Money Deposit (EMD)	Online and Hard copy

Two	Pre- Qualification Bid	a) Pre-Qualification bid as per RFP along with the required supporting documents b) No Deviation Certificate as per format in RFP c) Total Responsibility declaration as per format in RFP	Online and Hard copy
Three	Technical Bid	a) Technical bid b) Detailed compliance with OEM make & model	Online and Hard copy
Four	Financial Bid	Financial Bid	Online only

- a. Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
- b. All the pages of the bid must be sequentially numbered along with proper index. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c. All pages of the bid shall be initialled and stamped by the person (or persons) who sign the bid.
- d. Failure to submit the bid before the submission deadline specified in the bidding Schedule Sheet would cause a bid to be rejected.

4.11 Bid Formats

4.11.1 Pre-Qualification Checklist

Section	Section Heading	Details
1.	Pre-Qualification Bid Covering Letter	As per format provided in RFP
2.	Consortium/JV Agreement	As per format provided in RFP
3.	Details of the bidder	As per format provided in RFP
4.	Legal	1. Copy of Certification of Incorporation/ Registration Certificate 2. PAN Card 3. VAT Registration
5.	Annual Turnover	Details of annual turnover with documentary evidence duly certified by CA. Supporting document must include financial

		statements including profit and loss statement, annexures and auditor report for last 3 financial years
6.	Net worth	Details of net worth with documentary evidence duly certified by CA.
7.	Certification	Relevant ISO certification
8.	Self-certificate for non-blacklisting	As per format provided in RFP
9.	Power of Attorney	Documentary evidence as per format provided in RFP
10.	Project Experience	Citation details of projects as per format in RFP, as applicable.
11.	No Deviation Certificate	As per format provided in RFP
12.	Total responsibility certificate	As per format provided in RFP

4.11.2 Technical Bid Checklist

Section	Section Heading	Details
1.	Technical Bid Covering Letter	As per format provided in RFP
2.	About Bidder	<ul style="list-style-type: none"> • Details about bidder (whether sole bidder or consortium/JV) • Bidder's General Information as required in Technical Criteria
3.	Understanding	As per format provided in RFP
4.	Solution proposed	As per format provided in RFP
5.	Project/credentials	As per format provided in RFP
6.	Bidder's Experience	As per format provided in RFP
7.	Project Plan and Resources	<ul style="list-style-type: none"> • Project plan as per format provided in RFP • Manpower Plan as per format provided in RFP • Summary of resources as per format provided in RFP • CV of resources as per format provided

8.	Manufacturers'/Producers' Authorization Form	As per format provided in RFP
9.	Anti-Collusion Certificate	As per format provided in RFP
10.	Non-disclosure agreement	As per format provided in RFP

4.11.3 Commercial Bid Format

The price bid BOQ is documented separately and can be downloaded from e-procurement portal <https://uktenders.gov.in> along with the RFP documents. The price bid BOQ in excel format which is available on <https://uktenders.gov.in> website should be completely filled and should be uploaded as a part of the bid/proposal without which the bid/proposal shall be treated as “NON-RESPONSIVE”. There is no column for quoting the GST prices. The bidder has to quote the prices “**EXCLUSIVE OF GST**”. ***The detailed price bid BoM i.e Part-2 and Part-3 of the Price Bid Annexure, duly filled has to be uploaded along with the price bid summary BoQ in PDF format duly signed and stamped. The unpriced part-2 along with all proposed make and model shall be submitted in the technical bid. In case multiple makes are proposed, bidder shall mention the multiple makes & model details in the unpriced Part-2 BoQ. Bidders can add more columns for the make and model if required.***

4.12 Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.13 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre- Qualification, Technical and Commercial Bids.

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

4.14 Amendment of Request for Proposal

At any time prior to the due date for submission of bid, DSCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the uktenders website, through corrigendum and shall form an integral part

of RFP document.

The relevant clauses of the RFP document shall be treated as amended accordingly. It shall be the responsibility of the prospective bidder(s) to check the uktenders website given in advertisement from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, DSCL shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, DSCL, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of the UK Procurement Portal.

4.15 Bid Price

Commercial Bid shall be as per the format given in <https://uktenders.gov.in>. Bidders shall quote their prices exclusive of GST.

Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in the bidding documents in respect of providing the product/services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected. However, it should be noted that the price quotes should be exclusive of GST.

4.16 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a “No Deviation Certificate” as per the format mentioned in RFP. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP shall be rejected.

4.17 Total Responsibility

Bidder should submit a statement of undertaking total responsibility for the defect free operation with effective SLAs of the proposed solution as per the format mentioned in RFP.

4.18 Late Bids

- a. Late submission will not be accepted.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No

correspondence will be entertained on this matter.

- c. DSCL shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.
- d. DSCL reserves the right to modify and amend any of the above- stipulated condition/criterion.

4.19 Right to Terminate the Process

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

4.20 Non-Conforming bids

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

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

4.21 Acceptance/Rejection of Bids

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

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, DSCL reserves the right to reject the Bid and forfeit the EMD. ***For total price bid uploaded in Excel Format, the e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction***

4.22 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be

disclosed in any manner to any unauthorized person under any circumstances. The successful bidder and its consortium/JV partners will sign a NDA. Confidentiality agreement will be mutually applicable on both the bidder and DSCL.

4.23 Disqualification

The bid is liable to be disqualified/ a proper explanation can be called in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite documents
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f. Financial bid is enclosed with the same document as technical bid.
- g. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- h. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately
- i. If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified

4.24 Key Personnel

DSCL has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as "key personnel"). Details of these key positions are provided in RFP. The proposed key experts in the technical bid should be on direct payroll of the bidder/Consortium partner at the time of resource mobilization.

4.25 Initial Composition; Full Time Obligation; Continuity of Personnel

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

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her

involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.

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

4.26 Evaluations

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

4.27 Replacement

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

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

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

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

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

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

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

4.28 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DSCL shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, DSCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DSCL for, inter alia, time, cost and effort of DSCL, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- b. Without prejudice to the rights of DSCL under Clause above and the rights and remedies which DSCL may have under the LOA as per RFP or the Agreement, if a Bidder is found by DSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement and there is a written proof of such practice, such Bidder shall not be eligible to participate in any tender or RFP issued by DSCL during a period of 3 years from the date such Bidder is found by DSCL to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DSCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DSCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person

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

- ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by DSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.29 Conflict of Interest

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

4.30 Sub-Contracting

The bidder would not be allowed to sub-contract work, except for the following:

- a. Facility Management Staff at Ground maintenance, Cleaning, Catering, Vending
- b. Space management, Utilities management etc. and associated manpower

- c. Sub-contracting w.r.t. Sr no. (a) above and w.r.t. any other portion shall be allowed only with prior written approval of DSCL.

However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the bidder. The bidder shall be held responsible for any delay/error/non-compliance etc. of its sub- contracted vendor.

Note: Above clause shall supersede the respective points anywhere mentioned in the RFP

4.31 Quality Standards and pre-eligibility OEM Criteria:

For the below OEM criteria, either a public documentation or Self certification on OEM letter head to be provided as a proof of compliance:

- a. All quoted OEM should have quality standard certifications like ISO 9001-2008/ ISO 14001/ ISO 27001, wherever applicable to ensure only quality OEM participation, as on date of RFP release.
- b. OEM for the Command Control Software Platform should have a registered office in India and should be operation in India for last 5 years as on the last date of bid submission. They should also have a development Centre in India.
- c. OEM for Command Control Software should have deployed at least one Smart City solution in India or globally. In addition CCC OEM must have minimum 2+ existing Indian customers using its Integrated Command & Control Software in any vertical.
- d. OEM for the all active network, security, compute, storage should have a registered office in India and should be directly present for last 5 years as on the last date of bid submission.
- e. Proposed OEM for any technology should not have filed for bankruptcy.
- f. The Bidder can quote maximum of 2 makes but single model from single OEM for each of the goods. Providing more than one option (maximum 2) shall be allowed, as long as all those options are equally complied to the specifications and requirements specified in the RFP. The list of the final OEMs shall be submitted by the selected SI before the contract signing. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- g. The OEM for all active components should give a declaration that products or technology quoted are not end of- sale till 6 months from the date of RFP release and are not end-of-support till 5 years from date of RFP release.
- h. The proposed OEM or any of its subsidiary/sister concerned should not

have been blacklisted by any State / Central Government Department or Central /State PSUs.

- i. Each of the proposed OEMs should have existing capability and infrastructure to provide 24x7x365 technical support with Indian Toll or Toll-Free call in numbers.
- j. The Goods and Services to be supplied, installed and/or performed by the Bidder conform to the RFP requirements.
- k. Bidder shall establish an office in Haridwar for smooth coordination after the issuance of the letter of award.

Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal by the Bidder.

4.32 Right to vary quantity

- a. At the time of award/execution of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased as per Uttarakhand procurement guidelines, subject to a maximum of plus/minus 10% of the final contract value. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b. If the DSCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

4.33 Withdrawal, Substitution, and Modification of Bids

- a. No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security.
- b. Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- c. Bids withdrawn shall not be opened and processed further.

4.34 Site Visit

- a. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b. It is strongly recommended that bidders may conduct their site surveys as per the requirement of RFP wherever necessary, prior to the proposal submission.
- c. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

5 Selection Process for Bidder

5.2 Opening of Bids

The Bids shall be opened by DSCL in presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of DSCL from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

There will be four bid-opening events as follows:

1. Set 1 (RFP Document fee & Bid Security/EMD)
2. Set 2 (Pre-Qualification bid)
3. Set 3 (Technical bid) of the bidders who will qualify in Set 2 (Pre-Qualification)
4. Financial bid for technically qualified bidder
 - a. The venue, date and time for opening the Bids bid are mentioned in the Fact sheet.
 - b. The date and time for opening of Technical bid is specified in the bidding schedule and that of the Commercial bid would be communicated at respective stages to eligible bidders.
 - c. The Technical Bids of only those bidders will be opened who qualifies the Pre-qualification stage
 - d. The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

5.3 Preliminary Examination of Bids

DSCL shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any

bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by DSCL and shall not be included for further consideration.

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

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

5.4 Clarification on Bids

During the bid evaluation, DSCL may, at its discretion, ask the Bidder for any clarification(s)/any additional documents of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

5.5 Evaluation Process

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

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

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

The steps for evaluation are as follows:

5.5.1 Stage 1: Pre-Qualification

- a. DSCL shall validate the Set 1 "RFP Document fee & Bid Security/Earnest Money Deposit (EMD)".

- b. If the contents of the Set 1 are as per requirements, DSCL shall open the “Pre- Qualification Bid”. Each of the Pre-Qualification condition mentioned in RFP is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified. DSCL may, at its discretion, ask the Bidder for any clarification(s)/additional documents of its bid
Bidders would be informed of their qualification/disqualification through e-procurement portal/Email/Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.
- c. Technical & Financial bid will not be opened for those bidders, who don't qualify the pre-qualification stage. Financial Bids will not be opened for those bidders, who don't qualify the Technical Stage. Bid Security shall be returned to the unsuccessful bidders after the submission of Performance Bank Guarantee by the successful Bidder.

5.5.2 Stage 2: Technical Evaluation

- a. Set 3 “Technical bid” will be evaluated only for the bidders who succeed in Stage 1.
- b. DSCL will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at DSCL's discretion.
- c. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in RFP.
- d. Bidders may be asked to give demonstration of the envisaged solution to DSCL as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.
- e. Bidders submit in detailed – “Approach & Methodology & Solutions proposed “
- f. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70% or more in the Technical Evaluation Framework as given in this RFP will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

5.5.3 Stage 3: Commercial Evaluation

- a. All the technically qualified bidders will be notified to participate in Commercial Bid opening Process.
- b. The commercial bids for the technically qualified bidders shall then be

- opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at DSCL's discretion
- c. Commercial Bids that are not as per the format provided in Annexure 4 shall be liable for rejection.
 - d. The bid price shall be exclusive of GST and shall be in Indian Rupees.

5.6 Pre-Qualification Criteria

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
1	Company Profile	The Sole Bidder or the Lead Bidder (in case of consortium/JV) shall be in operations for a period of at least ten (10) years in any one of the following specific business areas: ICT/IT Infrastructure/System, Integration Services/ IT/ ITES/ e Governance services) as on the last date of proposal submission	<ol style="list-style-type: none"> 1. Certificate of Incorporation under Companies Act 1956 or 2013 (for Indian companies) 2. Global companies to provide equivalent proof of incorporation/registration 3. A Written undertaking from each of the consortium/JV members, in case of a consortium/JV, duly signed by the authorized signatory, holding a written power of attorney for this bid on a stamp paper, authorizing the lead bidder to incur liabilities and receive instructions for and on behalf of any and all the consortium/JV members, and the entire execution of the contract, including but not limited to the payments. 4. MoA among the consortium/JV partners shall be submitted showing the area of business.

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
2	Company Financial Profile	The Sole Bidder or the Lead Bidder (in case of consortium/JV) shall have an average annual turnover of INR 100 Crores in the last three (3) Financial Years.	<ol style="list-style-type: none"> 1. Audited financial statements for last three Financial Years including profit and loss statement, auditor's report including annexures, notes to accounts. 2. Statutory auditor's/CA certificate clearly specifying the annual turnover for the specified years. 3. PAN Card
3	Financials-Net worth	The Sole Bidder or the Lead Bidder (in case of consortium/JV) shall have minimum net worth of INR 12.50 Crores including profitable financial standings in the last audited Financial Year. In addition to the above, the other consortium/JV partners should have profitable financial standings as per the audited consolidated financial statements in the last 3 financial years prior to the last date of bid submission.	Certificate from the Statutory Auditor/CA on net worth for last 3 years
4	ISO Certificates	The Sole Bidder or each of the member(in case of consortium/JV) shall have at least one of the below valid certifications: <ul style="list-style-type: none"> •ISO 9001:2008 •ISO 20000:2011 for IT Service Management or equivalent certification •ISO 27001:2013 for Information Security Management System or equivalent certification 	Copies of the valid certificates to be submitted.
5	Company Standings	As on last date of submission of the proposal, the Sole Bidder or each of the consortium/JV members(in case of consortium/JV) or any of their parent/sister/subsidiary organization shall not be blacklisted by any State / Central Government Department or Central /State PSUs	Affidavit duly notarized to be submitted by the sole bidder and each of the consortium members (in case of consortium/ JV).

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
6	ICT Component	<p>The Sole Bidder or the Lead Bidder (in case of consortium/ JV) shall have successfully executed in the last 7 years with minimum value & nos. as defined below excluding civil construction works (in India or abroad) which must have included any of the below mentioned projects:</p> <p>1 Project = INR 40 Cr. Or 2 Projects= INR 25 Cr. (Each) or 3 Projects = INR 20 Cr. (Each)</p> <p>1) Data Centre / Servers- Storage Infrastructure establishment 2) Surveillance projects 3) Command and control centre/ City Control Room/ Communication Centre</p>	<p>1. Work order/ Contract Agreement clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>2. Completion Certificate/Sign off issued & signed by the competent authority of the client entity on the entity's Letterhead</p> <p>3. In case of large orders/orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of the order meeting the requirement from the client or through a Self-declaration which shall be substantiated by feedback /work in progress from the client. The format of the self- certificate is provided in RFP volume I. DSCL reserves the right to contact the competitive authority for the specified Work Orders/Work Completion</p>

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
7	Smart Elements Experience	<p>The Sole Bidder or (any member in case of consortium/JV) shall have successfully executed at least 1 project including any 2 categories from any of the categories below in last seven years. The value of each project should not be less than 25 Cr.</p> <ol style="list-style-type: none"> 1. CCTV Surveillance 2. ITMS with ANPR/RLVD 3. Parking Management System 4. Incident Management 5. Public/Campus Wifi 6. Mobile App/Desktop Portal for Citizen Services 7. Kiosk based government/ citizen services 8. Citizen Services Integration in Command Control Center 9. Data Center 10. Command/Communication Control Center 11. IT/IT Integration Services 	Same as Above
8	CMMI Level	<p>The Sole/lead Bidder or any of consortium/JV should have CMMI level 3 certification or higher OR In case of Validity of CMMI level 3 or higher is expired, the same should be under process for renewal.</p>	<p>Valid CMMI certification. OR Copy of Expired certificate along with copy of applied duly signed by authorised signatory. However selected MSI may have to submit the valid certificate before the issuance of LOA if asked by the client.</p>

5.7 Technical Evaluation Framework

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

S No.	Evaluation Criteria	Total Marks
A	Sole bidder/Lead Bidder Profile	20
B	Project Experience	30
C	Approach & Methodology	25
D	Relevant Manpower Deployment	15
E	OEM selection criteria	10

Details of marking mentioned in RFP under Technical Evaluation Framework

QCBS (80:20) Qualification criteria for technical evaluation and progression to commercial evaluation stage- Minimum 80% (80 marks) of the overall technical score total.

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

5.8 Technical Marking Matrix

S. no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
A. Sole Bidder/ Lead Bidder Profile				
1	Annual Turnover	<p>The Sole Bidder or the Lead Bidder (in case of consortium/JV) shall have an average annual turnover of at least INR 100 Crores in the last three (3) Financial Years</p> <p>INR 100 Cr. To INR 200 Cr. = 7 marks >INR 200 Cr. to INR 300 Cr. = 8 marks >INR 300 Cr. to INR 400 Cr. = 9 marks >INR 400 Cr. = 10 marks</p>	10	<p>1. Audited financial statements for last three Financial Years including profit and loss statement, auditor's report including annexures, notes to accounts.</p> <p>2. Statutory auditor's/CA certificate clearly specifying the annual turnover for the specified years.</p>
2	Certification	<p>The Sole Bidder or all the Members combined (in case of consortium/JV) shall have below Certifications at the time of Bidding:</p> <p>1 ISO 9001:2008 2 ISO 20000:2011 for IT Service Mgt 3 ISO 27001:2013 for Information 4. CMMI Level 3 or 5</p> <p>Any 1 = 07 Marks Any 2 = 08 Marks Any 3 = 09 Marks All 4 = 10 Marks</p>	10	<p>Valid ISO Certificates Valid CMMI certification. OR Copy of Expired certificate along with copy of applied duly signed by authorised signatory. However selected MSI shall be binding to submit the valid certificate before the issuance of LOA</p>
B. Project Experience of Bidder				

S. no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
1	ICT components	<p>The Sole Bidder or (any member in case of consortium/JV) shall have successfully executed in the last seven years at least 1 project from any of the category mentioned below (excluding civil construction works). The value of each project should not be less than INR 25 Cr.</p> <p>1) Tier II or Tier III Data Centre establishment 2) Network/LAN/WAN with more than 1000 nodes 3) Command and control Centre projects/ Smart City Projects 4) Security Operation Centre/Network Operating Center</p> <p>1 project= 07 marks 2 Projects = 08 Marks 3 Projects = 09 Marks ≥4 Projects = 10 Marks</p>	10	<p>1. Work order/ Contract Agreement clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate/ Sign off issued & signed by the competent authority of the client entity on the entity's Letterhead 3. In case of large orders/orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of the order meeting the requirement from the client or through a Self-declaration which shall be substantiated by feedback /work in progress from the client. The format of the self- certificate is provided in RFP volume I. DSCCL reserves the right to contact the competitive authority for the specified Work Orders/Work Completion. Self-certification from CA will also be considered for the value of work completed in the mentioned domains.</p>

S. no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required documents supporting
2	Experience in development / implementation of Smart Elements	<p>The Sole Bidder or (any member in case of consortium/JV) shall have successfully executed at least 1 project including any 2 categories from any of the categories below in last seven years. The value of each project should not be less than INR 25 Cr.</p> <ol style="list-style-type: none"> 1. Surveillance 2. ITMS with ANPR/RLVD 3. Parking Management System 4. Incident Management 5. Public/Campus Wi-Fi/WAN 6. Mobile App/Desktop Portal for Citizen Services 7. Kiosk based government/citizen services 8. Citizen Services Integration in Command Control Center 9. Data Center 10. Command/Communication Control Center 11. IT/IT Integration Services 12. Variable Message Sign 13. IT Security Services 14. AVLS 15. Emergency Call response integration. <p>Number of projects implemented. Marks will be allotted as follows: 1 project= 07 marks 2 Projects = 08 Marks 3 Projects = 09 Marks ≥4 Projects = 10 Marks</p>	10	Same as above

S. no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
3	Experience in development / implementation of Smart Elements	<p>The Sole Bidder or (any member in case of consortium/JV) shall have successfully executed the integration of command and control centre and its services for at least 2 cities in the last 7 years. The services shall include any two categories from the list mentioned below:</p> <ol style="list-style-type: none"> 1.Solid waste management system 2. State level citizen applications 3. Mobile App/Desktop Portal for Citizen Services 4. e-Municipality/ e-Governance services 5. IT/IT Integration Services 6. Parking Management System <p>Number of cities implemented. Marks will be allotted as follows: 2 Cities= 07 marks 3 Cities = 08 Marks 4 Cities = 09 Marks >4 Cities = 10 Marks</p>	10	Same as above
C. Approach & Methodology & Solutions proposed				

S. no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
1	Understanding Deployment/SLA/ A&M /Scalability/ Presentation	<p>Detailed Approach and Methodology including:</p> <ol style="list-style-type: none"> 1. Understanding of the project 2. Proposed solution and network architecture 3. Strategy to ensure implementation of project within stipulated timelines 4. Approach for integration of various ICT systems with ICCC. 5. Approach towards the scalability, Interoperability and modularity features of the project considering future expansion and new applications or systems that may be envisaged or developed in future. 6. Identification of major risks and their mitigation plan 7. Approach and Measures for Information security of the complete solution from various threats including hacking attempts, internal threats, etc. 8. Detailed approach and methodology for project execution and Implementation Plan 9. Innovative ideas, operations excellence and cost optimization best practices in Approach and Methodology. 10. Resource deployment plan 	10	Assessment to be based on a dedicated and detailed sectional note covering all requirements (in the Technical Proposal submitted by the bidder)
2	POC (Proof of concept)	Bidders will be required to do the POC of a minimum of 3 use cases (from Vol II). Bidder will be given one week to establish setup for infrastructure for POC from date of intimation from DSCL	15	POC along with Detailed Presentation
D. Resource/Manpower Deployment				

S. no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
1	Resource	<p>A. Project Manager: 5 marks</p> <p>a. Educational Qualification with more than 10 years of experience: BE / B.Tech / MCA/MCM/Equivalent - 1 mark b. Any professional certification that relates to cloud computing/ DC/ DR, preferably Prince2, PMP or ITIL , MCSE, CCNA (DC), CCNP (DC), DCDC(BICSI), CBCI, CBCP, etc.- 2 marks c. Cloud implementation Experience in ICT implementation Project of Value > 20 Crores - 2 marks</p> <p>C. Command Centre Design Expert: 3 marks</p> <p>a. Educational Qualification: Bachelor's Degree in Engineering/ Enterprise Architect/Equivalent-1 mark b. Certification : Any professional certification that relates to Enterprise Architectural solutions- 1 mark c. Work experience in designing of Command Center/ Network Operating Centre /e- governance Projects (with more than 10 years of relevant experience)- 1 mark</p> <p>D. Solution Architect: 3 marks</p> <p>a. Educational Qualification: • Bachelor's Degree in Engineering/MCA/Equivalent-1mark b. Certification: ITIL/LEAN- 1 marks c. Work experience as IT/ICT solution architect (with more than 5 years of relevant experience) of project more than 20 cr- 1 marks</p>	15	The detailed CVs of the proposed Manpower Resources.

S. no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required documents supporting
		<p>E. Software Management Expert: 2 marks</p> <p>a. Educational Qualification: Bachelor's Degree in Engineering/MCA/PG Diploma in ICT/Equivalent -1 marks. Certification: • Relevant certification in Software Development/ Management. Preferably- CAPM, CSM, etc. -1 mark</p> <p>F. IT/ ICT Infrastructure Expert: 1 mark</p> <p>a. Educational Qualification: Bachelor's Degree in Engineering/MCA/Equivalent- 0.5 marks b. Certification: Relevant certification in IT/ ICT Infrastructure framework, preferably ITIL, CGEIT, etc. - 0.5 marks</p> <p>G. IT/ Cyber Security Expert: 1 mark</p> <p>a. Educational Qualification: Bachelor's Degree in Engineering/MCA/Equivalent : 0.5 marks b. Certification: Relevant certification in IT/Cyber Security domain, preferably CISM, CISSP, CCIE - Security etc. 0.5 marks</p>		
E. OEM Selection Criteria in the bid				
1	Command Control Platform	OEM with total deployments ≥5 deployment = 5 marks 3 deployment = 4.5 Marks 2 deployments = 4 Marks 1 deployments = 3.5 Marks 0 deployments = Not Eligible	5	Self-Certification from OEM

S. no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
2	Active Components Installed base (Network, Server, Storage, Security, Collaboration)	OEM with deployment in SDC/SWAN/Mission Mode Project of Centre or State Govt/PSUs./ deployments in other large government projects/ Large Corporate enterprise ≥5 deployment = 5 marks 3 deployment = 4.5 Marks 2 deployments = 4 Marks 1 deployments = 3.5 Marks 0 deployments = Not Eligible	5	Self-Certification from OEM

5.9 Payment Schedule (Refer RFP Vol-II for details of phases)

The total payment shall be paid in two part (i) Capex (ii) Opex. The further breakup of Capex and Opex shall be as under:

Sl no	Milestones	Timelines	Payment
	Capex		
1.	Requirement study	T + 2 Months	15% of capex value
2.	Phase I : Go Live	T + 3 Months	20% of capex value
3.	Phase II : Go Live	T + 4 Months	25% of capex value
4.	Phase III : Go Live	T + 5 Months	20% of capex value
5.	Phase IV : Integration & Project Final Go-Live	T1 = T + 6 months	20% of capex value
	Opex		
6.	Project Operations & Maintenance phase for a period of 12 months from the date of Final Go Live	T1 + 12 Months	OPEX will be paid in equal quarterly instalments spread across 1 year Post Final Go-Live

Note 1:

- a) All payments to the Systems Integrator shall be made upon submission of invoices along with necessary approval certificates from DSCL within 30 days

- b) The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the Volume III of this RFP

5.10 Key Personnel Criteria

- a. SI shall provide adequate number of personnel, each responsible for a specific role within the project. SI shall provide clear definition of the role and responsibility of each individual personnel.
- b. SI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. SI has to provide the list of proposed Manpower for the Project. Any changes in Manpower deployment post submission of the proposal will have to be approved by the DSCL.
- c. The indicative minimum qualification required for Key Positions identified for this project can be referred at point no. 8 of Technical Evaluation Criteria table.. However, beside these mandatory deployments, SI shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this RFP.

All other proposed positions shall be Onsite throughout the entire project Implementation phase.

Manpower plan for Implementation Phase to be provided as per format provided in 7.5.3 (I)

Apart from the above -mentioned resources, the Bidder shall also propose manpower to be deployed during the Operation & Maintenance phase of the Project.

6 Award of Contract

6.2 Notification of Award

DSCL will notify the successful Bidder in writing by e-mail to be confirmed by the Bidder in writing by email followed by courier.

6.3 Signing of Contract

After the completion of the financial evaluation, DSCL will issue Purchase Order (PO)/ Letter of Acceptance (LOA). Accordingly, a contract shall be signed between successful bidder and DSCL or the agency designated by DSCL. As an acceptance of the PO/LOA, the Bidder shall sign and return back a duplicate copy of the Purchase Order/LOA to DSCL or the agency designated by the DSCL.

6.4 Performance Bank Guarantee (PBG)

Within twenty one (21) days from the date of issuance of LOA, the successful Bidder/MSI shall at his own expense submit an unconditional and irrevocable Performance Bank Guarantee (PBG) of 10% value of contract (including taxes). The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 5 (a), payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 10% of total contract value. PBG shall be invoked by DSCL, in the event the Bidder:

- a. fails to meet the overall penalty condition as mentioned in RFP Volume II or any changes mutually agreed between the parties,
- b. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of DSCL as per conditions and scope mentioned in the RFP
- c. Misrepresents facts/information submitted to DSCL

The performance bank guarantee shall be valid till 60 days beyond the complete contractual obligation including O&M period. The performance bank guarantee may be discharged/returned by DSCL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), DSCL shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of DSCL under the contract in the matter, the proceeds of the PBG shall be payable to DSCL as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

DSCL shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. After 40 days of notice, if the bidder fails to rectify the default, DSCL shall be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him under this contract, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP Vol 2, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.

The performance bank guarantee shall be valid till 60 days beyond the complete contractual obligation including OEM period.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

The Contract value shall be inclusive of taxes. However, amount of taxes shall also be mentioned separately.

6.5 Warranty & Maintenance

Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of Twelve months from the date of go-live i.e. "Go-Live" + 12 Month. "Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of DSCL.

During the warranty period, the bidder shall covenant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further covenant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

DSCL or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to DSCL and within time specified and acceptable to DSCL.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, DSCL may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights maximum to the value of the defected item, which DSCL may have against the bidder under the contract.

During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes, and free available version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to DSCL.

The successful bidder hereby warrants DSCL that:

- a. The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- b. The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
- c. The successful bidder shall be responsible for warranty services from licensors of products included in the systems.
- d. The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

6.6 Failure to agree with the Terms & Conditions of the RFP

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

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

SPECIAL NOTE: "IF ANY OF THE TECHNICAL REQUIREMENTS MENTIONED IN THE RFP ARE RESTRICTIVE, MSI SHALL SUBMIT A SELF-CERTIFICATION MENTIONING ITS RESTRICTIVE NATURE IN ITS TECHNICAL BID FOR WHICH BURDEN OF PROOF SHALL LIE ON MSI AND MSI MAY PROPOSE EQUIVALENT/BETTER PRODUCT FOR ITS SOLUTION MEETING THE FUNCTIONAL AND SLA REQUIREMENT. IF DURING THE TECHNICAL EVALUATION, IT IS FOUND THAT THE CERTIFICATE SUBMITTED BY THE MSI IS NOT CORRECT, THE EMD SHALL BE FORFEITED AND NECESSARY ACTION MAY BE TAKEN. MSI WILL BE REQUIRED TO ADHERE TO THE SOLUTION PROPOSED IN ITS TECHNICAL PROPOSAL, PRESENTATION AND POC DURING THE BIDDING PROCESS FOR THE COMPLETE DURATION OF THE PROJECT. IF THE AUTHORITY REQUIRES ANY ADDITION/DELETION IN THE PROPOSED SOLUTION, SAME SHALL BE MUTUALLY DISCUSSED AND FINALIZED DURING THE CONTRACT NEGOTIATION. BIDDERS ARE AT LIBERTY AND ARE ENCOURAGED TO EXPAND UPON THE SPECIFICATIONS TO EVIDENCE SUPERIOR BID UNDERSTANDING AND SERVICE CAPABILITY"

7 Annexure 1 – Template for Pre-Bid Queries(NOT APPLICABLE)

Bidder shall submit all pre-bid queries in MS excel format @ agmproc-dscl@uk.gov.in in the following format to be emailed at clearly specifying in the subject column- 'Queries for Selection of MSI-Bidder's Company Name'.

SL #	RFP Volume Section and sub-section	Page no.	Clause/ Content in the RFP	Clarification sought/ Change Request (highlight the portion with red colour which is intended to be

8 Annexure 2 – Formats for Submission of the Pre-Qualification Bid

8.1 Pre-qualification bid checklist

SI no	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1.	RFP Document fees		
2.	Earnest Money Deposit		
3.	Pre-Qualification Covering letter		
4.	Consortium/JV Agreement, if applicable		
5.	<ul style="list-style-type: none"> • Copy of Certification of Incorporation/Registration • PAN card 		
6.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA		
7.	Declaration of non-blacklisting		
8.	Power of attorney for Lead Bidder of Consortium/JV		
9.	Project Citations and Self- certifications, as Applicable		
10.	No Deviation Certificate		
11.	Total Responsibility Certificate		
12.	Valid ISO certification		
13.	Non-conditional bid letter		
14.	Any other relevant document		

8.2 Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,
CEO,

Dehradun Smart city Ltd
777, Satvik Tower, Rajender Nagar, Kaulagarh Road,
Dehradun, 248001, Phone: 0135-2750984
Email ID: smartcityddn@gmail.com

Subject: Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021

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

Dear Sir,

With reference to your "Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021", we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the DSCL can at its absolute discretion apply the criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR [] and RFP fee of INR [] in the <<Account details>>.
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of Submission of bid prescribed by DSCL and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

- f. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - ii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support and discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the DSCL may cancel the bidding process at any time and that DSCL is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

In case of any clarifications please contact _____, Email _____, contact no.

Thanking you,

Yours sincerely,
 (Signature of the Lead bidder)
 (Printed Name)
 Designation
 Seal
 Date:
 Place:
 Business Address:

8.3 Company profile

A. Brief company profile (required for both bidder and consortium/JV member)

S No.	Particulars	Description
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST No	
7.	VAT number	
8.	PAN details	
9.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	Secondary Contact Person (Name, Designation, address,	
11.	EMD details	
12.	Role in Consortium/JV (if applicable)	Brief scope of work in the consortium/JV

B. Valid Certificate of Incorporation (required for both bidder and consortium/JV member)

C. Financial Turnover of last 3 years. The financial turnover of the company has to be provided as per the following table:

Annual Turnover details (certified)			
S No.	FY-	FY-	FY-

- a. Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover.

Positive net worth of the last three financial years. Copy of self- certified statutory auditor certificate to be submitted along with the bid.

8.4 Declaration of Non-Blacklisting (To be provided on the Company letter head)

Declaration for Lead Bidder:

To,

Date

Place

CEO,

Dehradun Smart city Ltd
777, Satvik Tower, Rajender Nagar, Kaulagarh Road,
Dehradun, 248001, Phone: 0135-2750984

Subject: Self Declaration of not been blacklisted in response to the Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021

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

Dear Sir,

We confirm that our company or firm, _____, or any of its subsidiary/sister/parent company or firm is currently not blacklisted in any manner whatsoever by any of the State or 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.

(Signature of the Lead Bidder)

(Printed Name)

Designation

Seal

Date:

Place:

Business Address

8.5 Declaration for Consortium/JV Member:

(To be provided on the Company letter head)

{Place}

{Date}

To

CEO,

Dehradun Smart city Ltd

777, Satvik Tower, Rajender Nagar, Kaulagarh Road,

Dehradun, 248001, Phone: 0135-2750984

Email ID: smartcityddn@gmail.com

Subject: Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021

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

Dear Sir,

We confirm that our company or firm, _____, or any of its subsidiary/sister/parent company or firm is currently not blacklisted in any manner whatsoever by any of the State or 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.

(Signature of the Consortium/JV Member)

Printed Name

Designation

Seal Date:

Place: Business Address

8.6 No Deviation Certificate

This is to certify that our offer is exactly in line with your RFP enquiry/RFP (including amendments) no. dated . This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal

Date

8.7 Total Responsibility Certificate

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

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date

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

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

Name of the Project	
Client's Name, Contact no. and Complete Address	
Contract Value for the bidder (in INR)	
Current status of the project (Completed/Ongoing)	
Activities completed by bidding entity as on bid submission date (N.B Only relevant activities as sought in the Criteria to be included)	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	

(Authorised Signatory)

Signature:

Name:

Designation:

Bidding entity's name Address:

Seal and Date:

9 Annexure 3 – Formats for Submission of the Technical Bid

9.2 Technical Bid Check-List

S. no	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Letter		
2	Credential summary		
3	Project Citations and Self- certifications, as applicable		
4	Detailed proposed solution		
5	Project plan and manpower plan		
6	Proposed CVs		
7	Compliance to Requirement (Technical / Functional Specifications)		
8	Proposed Bill of Material		
9	Manufacturers'/Producers' Authorization Form Anti-Collusion certificate		
10	Non-disclosure agreement		
11	Any other relevant document		

9.3 Technical Bid Covering Letter

Date: dd/mm/yyyy

To,

CEO,

Dehradun Smart city Ltd
777, Satvik Tower, Rajender Nagar, Kaulagarh Road,
Dehradun, 248001, Phone: 0135-2750984
Email ID: smartcityddn@gmail.com

Subject: Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021

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

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and consortium/JV members>>, having read and examined in detail all the bidding documents in respect of "Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021" do hereby propose to provide our services as specified in the bid submitted by us.

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

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

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

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 5 (a) of the RFP Volume I.

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

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

Thanking you,

Yours Sincerely,

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

9.4 Credential Summary

Sl No	Project Name	Client Name	Client Type	Project Value (in INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							

- Client type – Indicate whether the client is Government or PSU or Private
- Project Components – Indicate the major project components like setting up of NOC, Wide Area Network, city/ public Wi-Fi, application development for security surveillance, command and control center, Maintenance, Hardware procurement and deployment, DC setup and maintenance, Facility management services, provisioning manpower, IT support and maintenance
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

9.5 Bidder's Experience - Client Citations

Prime Bidder or Consortium/JV member is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project	
Contract value for the bidder (in INR)	
Date of Start	
Date of Completion	
Activities undertaken by prime bidder or consortium/JV member	

N.B - If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided in RFP.

9.6 Overview of Proposed Solution

9.6.1 Structure of Proposed Solution

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the tentative below provided headers/Approach components while detailing out their solution.

Sr No.	Item
1	Understanding of requirement and Implementation approach <ul style="list-style-type: none">• Understanding of requirements• Work Plan & its adequacy
2	Robustness and quality <ul style="list-style-type: none">• End to end integrated solution proposed• Hardware deployment and integration approach encompassing all solutions• Timelines and modalities for implementation in a time bound manner• Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fall-back strategy and planning during rollout• Any other area relevant to the scope of work and other requirements of the project
3	Assessment of Manpower deployment, Training and Handholding plan <ul style="list-style-type: none">• Deployment strategy of Manpower• Contingency management• Mobilization of existing resources and additional resources as required• Training and handholding strategy

9.6.2 Project Plan

Within 15 calendar days of Effective Date of the contract, MSI shall submit to the designated authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the works. The Plan so submitted by MSI shall conform to the requirements and timelines specified in the Contract. The designated authority and MSI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which MSI intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and

delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plan shall not relieve MSI of any of his duties or responsibilities under the Contract.

If MSI's work plans necessitate a disruption/ shutdown in designated authority's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of MSI to develop/adhere such a work plan shall be to his account.

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

Activity- wise Timelines											
Sl. No.	Item of Activity	Month wise Program									
		1	2	3	4	5	6	7	8	9	10
1	Project Plan										
1.1	Activity 1										
1.2	Sub-Activity 1										

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

9.6.3 Manpower Plan

I. Till Go-Live (Implementation)

Manpower distribution								
S. No.	Name	Role	Month wise time to be spent by each personnel (in days)					
			Total	Month	Month	Month
			1	2	3	12
1		Project Manager						
2		DC/ DR- Cloud Expert						
3		Command Center Design Expert						
4		GIS Expert						
5		Solution Architect						

6		ITMS Expert						
7		Software Management Expert						
8		IT/ ICT Infrastructure Expert						
9		Database Architect						
10		IT/ Cyber Security Expert						

II. After Go-Live (Operation and Maintenance)

Sr. No.	Manpower/Role	Year 1

9.7 Curriculum Vitae (CV) of Team Members

Name:					
1.	Proposed position or role	(only one candidate shall be nominated for each position)			
2.	Date of Birth		Nationality		
3.	Education	Qualification	Name of School or College or University	Degree Obtained	Year of Passing
4.	Years of Experience				
5.	Areas of Expertise and no. of years of experience in this area	(as required for the Profile)			

6.	Certifications And Training attendance				
7.	Employment Record	Employer	Position	From	To
		[Starting with present position and last 2 firms, list in reverse order, giving for each employment: Dates of employment, name of employing organization, positions held.]			
8.	Detailed Tasks Assigned	(List all tasks to be performed under this project)			

9.7.1 Relevant Work Undertaken that best illustrates the experience as required for the Role

Project 1	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	
Project 2	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	

9.8 Compliance to Requirement (Technical Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in Volume II of this RFP. The same should be reproduced here, and compliance against each requirement line item should be marked. .

9.9 Proposed Bill of Material

The Bidder should provide the proposed Bill of Material (BoM) here. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. The bid can be considered non-responsive in the absence of such details. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance; it can only be upgraded at the time of actual deployment/installation.

The list of items mentioned in Vol II is indicative. The Bidder shall consider the components and quantity to fulfil the RFP and project requirements in totality.

9.10 Manufacturers'/Producers' Authorization Form

(This form has to be provided by the OEMs of the hardware and software solutions proposed. This letter of DSCL should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

Date:

To

CEO,

Dehradun Smart city Ltd

777, Satvik Tower, Rajender Nagar, Kaulagarh Road,

Dehradun, 248001, Phone: 0135-2750984

Email ID: smartcityddn@gmail.com

Subject: Manufactures Authorisation Form

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

Dear Sir,

We (Name of the OEM) who are established and reputable manufacturers of (List of Goods) having factories or product development centres at the locations or as per list attached, do hereby authorize. (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No. Dated for the above goods manufactured or developed by us.

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation for bid by (Name of the Bidder) as per requirements and for the duration of contract as specified in this RFP.

We also confirm that our offered product will not be end of life for minimum of 6 months from the date of bid submission and the support for such offered product/s will be available for minimum of 5 years from the date of award of contract.

Thanking you,

Yours faithfully,

(Signature)

For and on behalf of:

(Name of the OEM)

Authorised Signatory

Name:

Designation:

Place:

Date:

9.11 Anti-Collusion Certificate

[Certificate should be provided by Lead Bidder and on letter head]

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICC for HARIDWAR KUMBH MELA 2021 against the RFP issued by DSCL, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name Designation Seal

Date:

Place:

Business Address:

10 Annexure 4 – Formats for Submission of the Commercial Bid

The price bid BOQ is documented separately and can be downloaded from e-procurement portal <https://uktenders.gov.in> along with the RFP documents. The price bid BOQ in excel format which is available on <https://uktenders.gov.in> website should be completely filled and should be uploaded as a part of the bid/proposal without which the bid/proposal shall be treated as “NON-RESPONSIVE. The excel format should be filled exclusive of GST. The detailed price BOM in the PDF format has to be uploaded in the UK procurement Portal exclusive of GST.

11 Annexure 5 (a) – Performance Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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

To:

Chief Executive Officer

Dehradun Smart City Limited

777, Saatvik Tower Kaulagarh Road,

Rajendra Nagar, Dehradun, Uttarakhand

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 MSI)** having its registered office at _____ (hereinafter referred as the “MSI”, 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 MSI _____ 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 MSI 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 MSI, 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 MSI in any suit or proceeding pending 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 MSI 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 MSI 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 MSI 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 MSI or for any forbearance, act or omission on the part of the employer or any indulgence by the employer to the said MSI 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 MSI.

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.

12 Annexure 5 (b) – Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called 'the System Integrator') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<DSCL>> .

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << Dehradun Smart City Limited >> (hereinafter called "the DSCL") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said DSCL, 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 Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the DSCL 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 RFP process after having been short listed;

We undertake to pay to the DSCL up to the above amount upon receipt of its first written demand, without the DSCL having to substantiate its demand, provided that in its demand the DSCL 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.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<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:

13 Annexure 6 – Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at _____, are desirous of bidding for RFP No. <<>> dated <<DD-MM-2015>> “Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela ‘Integrated Command & Control Center’ (HKICCC) and Integration with Dehradun ICC for HARIDWAR KUMBH MELA 2021” (hereinafter called the said 'RFP') to the “Dehradun Smart City Limited”, hereinafter referred to as ‘DSCL’

And,

WHEREAS, the Bidder is aware and confirms that the DSCL’s business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the DSCL in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the DSCL,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the DSCL’s grant to the Bidder of specific access to DSCL’s confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the DSCL under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the DSCL.
2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory DSCL;
 - e. is released from confidentiality with the written consent of the DSCL.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the DSCL and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium/JV members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. to treat Confidential Information as confidential unless and until DSCL expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the DSCL or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the DSCL while on or off premises of the DSCL. It is understood that it would be impractical for the DSCL to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation.

Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the DSCL, the Bidder shall promptly deliver to the

DSCL the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the DSCL. Upon completion of the Tendering process and or or termination of the contract or at any time during its currency, at the request of the DSCL, the Bidder shall promptly deliver to the DSCL the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the DSCL. Without prejudice to the above the Bidder shall promptly certify to the DSCL, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the DSCL in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the DSCL to enable the DSCL to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the DSCL. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of: (BIDDER)

Authorised Signatory

Office Seal: Name:

Place:

Designation:

Date:

14 Annexure 7 - Consortium/JV Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM/JV

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

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2019 at [Place] among _____ (hereinafter referred to as " ") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred as " ") and having office at [Address], as Party of the Second Part and

(Here in after referred as " ") and having office at [Address], as Party of the Third Part. The parties are individually referred to as Party and collectively as

Parties

WHEREAS DSCL, Dehradun, Uttarakhand has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021:

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

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

i. The purpose of this Agreement is to define the principles of collaboration among the parties to:

a. Submit a response jointly to Bid for the "Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela

‘Integrated Command & Control Center’ (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021” as a Consortium/JV .

b. Sign Contract in case of award.

c. Provide and perform the supplies and services, which would be ordered by the DSCL pursuant to the Contract.

ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the DSCL for “Request For Proposal (RFP) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela ‘Integrated Command & Control Center’ (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021” for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

iii. The Lead Bidder shall be jointly and severally responsible and bound towards the DSCL for the performance of the works in accordance with the terms and conditions of the BID document, and Contract. However, all. All members of the Consortium/JV shall be jointly and severally liable towards the contract. The consortium/JV members, if any will support the lead bidder in successful implementation of the objectives.

iv. ----- (Name of Party) shall act as Lead Partner of the Consortium/JV . As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:

To ensure the technical, commercial and administrative co-ordination of the work package

To lead the contract negotiations of the work package with the DSCL.

c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.

d. In case of an award, act as channel of communication between the DSCL and the Parties to execute the Contract

v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

vi. That the broad roles and the responsibilities of each Party at each stage of the

Bidding shall be as below:

Party A:

Party B:

Party C:

vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

viii. That this MoU shall be governed in accordance with the laws of India and courts in Dehradun shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

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

Witness:

i.

ii.

15 Annexure 8 - Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

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

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

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

(Add in the case of a Consortium/JV)

Our firm is a Member or Lead bidder of the Consortium/JV of _____, _____ and dated this the _____ day of _____ 2018

(Signature and Name)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

16 Annexure 9 - Format for Power of Attorney for Lead bidder of Consortium/JV

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant

Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Whereas has invited RFP response for (Name of the Project)

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s. and M/s and M/s hereby designate M/s.

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

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

Dated this the day of 2018

(Signature)

(Name in Block Letter of Executant) [Seal of Company]

Witness 1

Witness 2

Note

To be executed by all the members individually, in case of a Consortium/JV .

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

17 Annexure 10 - Format for LOA

CEO,

Dehradun Smart city Ltd

777, Satvik Tower, Rajender Nagar, Kaulagarh Road,

Dehradun, 248001, Phone: 0135-2750984

Email ID: smartcityddn@gmail.com

Ref. No-----

Date:

To

M/s

Subject: Letter of Acceptance (LOA) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021

Ref: Against RFP Number And your offer Number

Dear Sir,

I am here by directed to inform you that, your commercial offer is been accepted by the RFP evaluation committee submitted by you and consider as the successful bid with regards to the Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021.

To proceed ahead towards implementing and execution of the tasks and scope defined in the above-mentioned RFP. M/s are hereby issued this Letter of Acceptance (LoA) for Selection of Master System Integrator (MSI) for Establishment of Haridwar Kumbh Mela 'Integrated Command & Control Center' (HKICCC) and Integration with Dehradun ICCC for HARIDWAR KUMBH MELA 2021 by DSCL and need to adhere to the following points:

- A- The Performance Bank Guarantee (PBG) which is 10% of the contract value needs to be submitted by M/s..... with in stipulated time as mentioned in the RFP. As per the PBG Format given in the RFP.
- B- The PBG has to be in favor of CEO, DSCL and needs to be submitted within 21 days from the date of LOA.
- C- In accordance with the RFP Volume III, M/S, needs to sign the Master Service Agreement with CEO DSCL.
- D- In the event of failure of refusal of acceptance of the notification of award of contract DSCL, Will forfeit the EMD Submitted by M/s.....
- E- With reference to M/s..... compliance to the pre-qualification criteria for Local Presence in the city. M/sopen there local office with 60days from the date of issue of LOA.
- F- No support including financial or else would be provided by the DSCL to MSI beyond defined contractual period and obligation.
- G- The value of the LOA Limits to Rs..... only. This cost is inclusive of all taxes and levies but exclusive of GST.
- H- M/s..... need to deploy the manpower immediately after the signing the contract.
- I- M/s.....need to submit the detail project execution plan within 30 days after signing the contract.

You are also required to sign and return back a duplicate copy of this LOA as acknowledgement of this offer within 03 days of the receipt of this LOA.

Yours Faithfully

Chief Executive Officer

DSCL

Enclosed Format for The PBG.