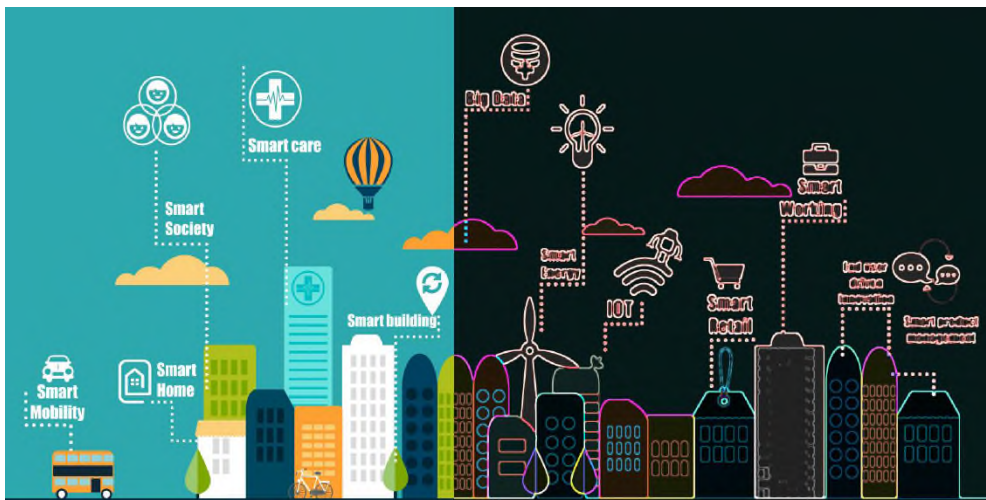


Dehradun Smart City Limited

Request for Proposal

for

Selection of Master System Integrator for establishment of Doon Integrated Command & Control Center (DICCC) and Other Integrated Smart Solutions at Dehradun



RFP Ref No.: 01/DSCL/18-19/DICCC

Volume I: Instructions to Bidders

Bidding Schedule: Important Dates

S No.	Activity	Duration
1.	RFP Name & Reference	Request for Proposal for Selection of Master System Integrator for establishment of Doon Integrated Command & Control Center (DIDCC) and Other Integrated Smart Solutions at Dehradun RFP Ref No.: 01/DSCL/18-19/IDCC
2.	Availability of RFP Documents	The RFP document for this work shall be available from website http://uktenders.gov.in from 31/12/2018 at 1100 Hrs. to 21/01/2019 up to 1100 Hrs.
3.	Pre-Bid Meeting	11/01/2019 at 11.00 Hrs onwards. Bidder shall have to email their queries in the format provided in the RFP to smartcityddn@gmail.com and agmproc-dscl@uk.gov.in on or before 08/01/2019 up to 1700 Hrs. Venue of Pre Bid Conference – Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India
4.	Last date for down loading of Bid document from the E-procurement platform: http://uktenders.gov.in	21/01/2019 up to 1100 Hrs. The scan copy of the Bid security and RFP Document Fees shall be uploaded on the e-procurement website.
5.	Last date and time for Bid submission/uploading of Bid in E-procurement platform	21/01/2019 up to 1700 Hrs
6.	Submission of original documents i.e. RFP Document Fees and Bid Security/EMD.	22/01/2019 up to 1700 Hrs 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 Ph: 0135-2750894, Fax: 0135-2750817
7.	Time and date of opening of Technical Bid	The Bid will be opened on line by the Authorized Officers on 23/01/2019 at 1100 Hrs
8.	Date and time of opening of Financial Bid	Shall be informed later to technically qualified Bidders
9.	Place of opening of Bid and address for communication	Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817 Email- smartcityddn@gmail.com , agmproc-dscl@uk.gov.in

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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 contractors/Bidders on the e-Procurement/e-tender portal are prerequisite for e- tendering.
3. Bidder should register for the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the Bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/Bidders through email id as registered.
4. Bidder need to login to the site through their user ID/ password chosen during 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. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
8. After downloading/getting the 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 section 4. 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.
28. The confidentiality of the Bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
29. The Bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

1. Introduction

1.1 About the DSCL

1.1.1 The Government of India has recently announced creation of 100 Smart Cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizen. Dehradun is one of the shortlisted cities for the Smart City initiative under Ministry of Urban Development, Government of India. Dehradun Smart City Limited (DSCL) is a Govt. Company for implementing the Smart City Mission at the city level. DSCL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects.

1.2 Introduction to Dehradun Smart city Project

The Ministry of Urban Development (MoUD), Government of India (GoI) has initiated Smart Cities Mission (SCM), under which select cities will be developed as smart cities with a focus on improving citizen services with ICT intervention. Smart Cities Mission is an urban renewal and retrofitting programme by the Government of India with a mission to develop 100 cities all over the country making them citizen friendly, sustainable and investment destination. Under the smart city scheme, Government has emphasized to improve the basic civic amenities of the cities on one hand and the provision of modern technological advances for ease of living on the other hand.

The Smart City Proposal for Dehradun envisions to implementing a number of projects categorized into Area Based Development (ABD) projects and Pan City components. The ABD projects focuses on physical infrastructure components, whereas the Pan City components focuses on the ICT interventions in the city. The component as being undertaken as part of the Pan City Proposal is as under:

Pan City Development: To achieve Dehradun's vision for a smart city, large numbers of measures are required to be implemented. Considering the priorities echoed by city stakeholders during the consultative process and practical feasibility, the five project umbrella initiatives shortlisted are:

- 'Dehradun One': maintaining a bird's eye view of the city. Mobile device is viewed as one of the most effective tools to bring change in governance. Dehradun One is mobile app to be developed for a linkage between citizen and government to enhance service delivery. The major citizen service modules envisaged in Dehradun One Mobile App: City Dashboard (City KPI trends and other city information), Provisioning of all G2C and G2B Services on Mobile (Tourism, Education, Health, Utilities, Ease of Doing Business, and 112 Emergency etc.), Women Safety Application , GIS based Mosquito Surveillance Module, City Flood monitoring , GIS based property management.
- 'City Nervous Centre': The key components of CNS include: City Command and Control Centre, City –Wide Fiber Backhaul. It will run & manage: City Civic Services monitoring e.g. electricity, water etc., Emergency Operations, Integration with City Surveillance and Traffic Management.

Intelligent traffic management services (ITMS) and Image Based Traffic Light Management System: Currently no ITMS system is used to monitor traffic on road, due to which rise in road accidents and incidents are happening. IMTS installation by traffic sensors on intelligent poles will give signal to automated traffic control system is a key to achieving. Creation of an OFC network to connect various sensors to track data such as pollution levels, traffic and other data in real time would enable better data processing for DMC. Use of LEDs integrated with Telecom BTS cells will lead to elimination of telecom towers and hence substantially reduce the diesel consumption of the city which helps in partially achieving the SDG. Smart City Surveillance System and Dial 100 to ensure ease of movement, safety and security to all section of the society by establishing Integrated Technology Enabled Citizen Centric Services (ITECCS) Cell. ICT based city bus service with smart travel stations and travel cards.

- 'Citizen Outreach Program': ICT based Integrated Urban Services through intelligent devices and systems (system of systems) with different means of network and cloud.
- ICT based Municipal Solid Waste Management which includes real time monitoring of door to door collection, transportation, waste to energy generation and disposal. Intelligent Energy Efficient Street lights and high mast lighting by replacing existing street lighting with sensor based LED lighting.
- ICT based Air and Water Pollution Controlling with real time monitoring of ambient air and water quality along with construction of new STPs and CETPs.

Dehradun has prepared a RFP and is approved by board for selection of MSI by using integrated approach; there is one RFP for implementing all the smart solutions from Single Master System integrator.

There are following components in RFP as below:

Implementation:

- ITMS with ANPR, RLVD, Speed detection cameras with Artificial intelligence
- Traffic signal with Artificial Intelligence
- Safety & Public Security
- Environment sensor
- City surveillance Cameras with Face Recognition System and Artificial intelligence
- Variable Message System
- Public announcement System
- Emergency Call box
- E-Governance implementation with ERP
- GIS based property tax management
- Mobile app for Dehradun
- Integrated Command and control Centre
- Data centre and 50% capacity on cloud in active- passive mode.
- Network Connectivity to be taken on lease.
- Smart parking with dashboard, sensors and cameras Integration:
- All existing and upcoming future solution to be integrated with command and control centre

1.3 RFP Format

The intent of this RFP is to invite bids from the Bidders for implementation of an integrated solution for Dehradun Smart City. 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.

1.4. Fact sheet

SI No.	Item	Description
1	Method of Selection	<p>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> <p>QCBS evaluation formula:</p> <p>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: $B_n = 0.8 * T_n + (0.2) * (C_{min} / C_b * 100)$</p> <p>Where</p> <ol style="list-style-type: none"> 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.
3	RFP document fee (Non- refundable and Not – exempted)	INR 25,000/- (Indian Rupees Twenty Five Thousand Only) inclusive of taxes in the form of DD in favor of “Chief Executive Officer, Dehradun Smart City Limited” payable at Dehradun.
4	Bid Security/ Earnest Money Deposit (EMD) Deposit (EMD)	INR 2.60 Cr (Indian Rupees Two Crore Sixty Lakhs Only) in the Form of unconditional Bank Guarantee in the format given in the RFP.
5	Bid validity	Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bid/Proposal.
6	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
7	Name and Address for Correspondence / Bid Opening Venue	<p>Chief Executive Officer, Dehradun Smart City Limited 777, Satvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun, 248001, Telephone: 0135-2750984 Email: smartcityddn@gmail.com, agmproc-dscl@uk.gov.in</p>

1.5 Definitions/Acronyms

S.No	Term/ Acronyms	Description
1	AAA	Authentication, authorization, and accounting
2	ABD	Area Based Development
3	ANPR	Automated Number Plate Recognition
4	AP	Access Point
5	AVLS	Automated Vehicle Locator System
6	B2C	Business to Citizen
7	BHC	Benzene Hydro chloride
8	Bid	Offer by the Bidder to fulfil the requirement of the Authority for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
9	BOM	Bill of Material
10	CCC	Command and Control Centre
11	CCTNS	Crime and Criminal Tracking Network & Systems
12	CCTV	Closed Circuit Television
13	ICCC	Integrated Command and Control Centre
14	Consortium/JV	A consortium/JV consists of multiple members (not more than three parties- Lead Bidder + 2 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.
15	COP	Common Operating Platform
16	CETP	Common and combined effluent treatment plant
17	DBA	Database Administrator
18	DC	Data Center
19	DCP	Deputy Commissioner of Police
20	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

Section I- Instructions to Bidders

		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 and all its modifications.
21	DIT	Directorate of Information Technology
22	DNS	Domain Name Server
23	DR	Disaster Recovery
24	Effective Date	The date on which the Contract Agreement for this RFP comes into effect
25	EMD	Earnest Money Deposit
26	EMS	Enterprise Management System
27	EMV	Engineering Materials Vehicles
28	ETA	Estimated Time of Arrival
29	ETD	Estimated Time of Departure
30	e- Procurement Portal	Means the electronic tendering system of the Authority
31	ETM	Electronic Ticketing Machine
32	FB Camera	Fixed Boxed Camera
33	FPS	Frames Per Second
34	FRS	Functional Requirement Specifications
35	FTTX	Fiber to the x
36	G2C	Government to Citizens
37	GI Pipes	Galvanised iron Pipes
38	GIS	Geographical Information System
39	GoUK	Government of Utrakhand
40	GPRS	General Packet Radio Service
41	GPS	Global Positioning System
42	GSM	Global Systems for Mobile Communications
43	GUI	Graphical User Interface
44	HPSV	High Pressure Sodium Vapour lamps
45	HDPE	High-Density Polyethylene
46	HO	Head Office
47	ICT	Information and Communication Technology
48	IDS	Intrusion Detection System
49	IOE	Internet of Everything
50	IP	Internet Protocol
51	IPS	Intrusion Prevention System
52	ITIL	Information Technology Infrastructure Library
53	IoT	Internet of Things
54	JV	Joint Venture
55	KeDB	Knowledge Database
56	LAN	Local Area Network
57	LED	Light Emitting Diode

58	LOI/LOA	Letter of Intent/Letter of Award
59	MAN	Metropolitan Area Network
60	MoU	Memorandum of Understanding
61	MSV	Mobile Surveillance Vehicle
62	MTBF	Mean Time Between Failures
63	MTTR	Mean Time to Repair
64	MUX	Multiplexer
65	NDA	Non-disclosure Agreement
66	NFC	Near Field Communication
67	NIC	National Informatics Centre
68	DMC	Dehradun Municipal Corporation
69	NOC	Network Operations Centre A Network Operations Centre (NOC) is defined as the place from which the networks are supervised, monitored and maintained. It typically has a network operations centre, a room containing visualizations of the network or networks that are being monitored, workstations at which the detailed status of the network can be seen, and the necessary software to manage the networks.
70	Node	L3 aggregation points consisting of L3 switches
71	Non-Compliance	means failure/refusal to comply the terms and conditions of the RFP
72	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
73	O&M	Operations & Maintenance
74	OEM	Original Equipment Manufacturer
75	OFC	Optical Fibre Cable
76	OGC	Open Geospatial Consortium/JV
77	OS	Operating Systems
78	OTP	One Time Password
79	PA System	Public Address System
80	PDU's	Power Distribution Units
81	PIS	Passenger Information System
82	PoE	Power over Ethernet
83	PoP	Points of Presence
84	PTZ	Pan Tilt Zoom
85	QR Code	Quick Response Code
86	QCBS	Quality Cost Basis System
87	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, Gol their nominated agencies are required to make available to Bidder pursuant to this Agreement;

88	RF	Radio Frequency
89	RFID	Radio Frequency Identification
90	RFP	Request for Proposal
91	RLVD	Red Light Violation Detection
92	RoW	Right of Way2.2
93	RPO	Recovery Point Objective
94	RTO	Recovery Time Objective
95	SDPO	Sub-Divisional Police Officer
96	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
97	SI / MSI	System Integrator/Master System Integrator
98	SLA	Service Level Agreement; Performance and Maintenance SLA executed as part of this Master Service Agreement;
99	SNMP	Simple Network Management Protocol
100	SMPS	Switched Mode Power Supply
101	SOP	Standard Operating Procedure
100	SOS	Save Our Souls. SOS is the international Morse code distress signal
102	SSID	Service Set Identifier
103	STP	Sewage Treatment Plant
104	Successful Bidder	The bidder who is qualified & successful in the bidding process and is awarded the work
105	TRAI	Telecom Regulatory Authority of India
106	TRS	Technical Requirement Specifications
107	UPS	Uninterruptible Power Supply
108	URL	Uniform Resource Locator
109	VA	Video Analytics
110	VaMS	Variable Message System
111	VCA	Video Content Analytics
112	VLAN	Virtual Local Area Network
113	VMS	Video Management Software/System
114	WAN	Wide Area Network
115	WSP	Wi-Fi Service Provider
116	Server Room	Sever room and data centre shall mean the same.

2. Instruction to Bidders

2.1 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 posts with readable CDs, in person before the time and date specified in the schedule of the RFP notice. 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.

2.2 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 three 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 also:

- 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. iv. Internal arrangement between the Consortium/JV Members is left to the bidders.

2.3 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

2.4 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.

2.5 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.

2.6 Pre-bid meeting & Clarification

2.6.1 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 Annexure-I, 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 Annexure-I

Maximum of 2 members per Bidder will be allowed to participate in the Pre-bid conference and a letter from the Authorized Signatory from the intended MSI will clearly specify the names of the participants. Representatives from any OEM will not be allowed to be part of the pre-bid conference. OEM should also not accompany any of their system integrator or partners, and are expected to submit their queries through partners for seeking clarifications.

2.6.2 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 endeavor 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. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the

bid submission date may be extended at the discretion of DSCL.

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

2.7 RFP Document Fee

RFP can be downloaded from the website URL mentioned in the fact sheet. RFP Fee of INR 25,000 (Indian Rupees Twenty Five Thousand Only) through DD, in favour of CEO, 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 evaluation.

2.8 Earnest Money Deposit (EMD)

EMD of **INR 2, 60, 00,000 (Indian Rupees Two Crore Sixty Lakhs Only)** shall be paid at the time of submission of bid through an unconditional Bank Guarantee. 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 **“The Chief Executive Officer (CEO), Dehradun Smart City Limited”**

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by DSCL on finalization of the bid in all respects by the successful bidder.

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

The above mentioned return would be completed within 3 months from the date of selection of MSI.

In case bid is submitted without the 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 its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
 - b) If a Bidder is disqualified in accordance with Clause 2;
 - c) 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 Section 4.
- If a Bidder is declared the first ranking Bidder and the bidder and it:
 - 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.

2.9 Bid Validity Period

Bid shall remain valid for the time period mentioned in the Fact Sheet. 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

2.10 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 receipt b) Bid Security/ Earnest Money Deposit (EMD) receipt	Online and Hard copy
Two	Pre-Qualification Bid	a) Pre-Qualification bid as per Section 6.1 and 6.2 along with the required supporting documents b) No Deviation Certificate as per Section 6.6 c) Total Responsibility declaration as per Section 6.7	Online Only
Three	Technical Bid	a) Technical bid b) Detailed compliance with OEM make & model	Online Only
Four	Financial Bid	Financial Bid	Online only

a. Please note that Prices should NOT be indicated in the Technical Bid but should only be Section I- Instructions to Bidders

indicated in the Commercial Bid.

- b. All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c. All pages of the bid shall be initialed 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.

2.11 Bid Formats

2.11.1 Pre-Qualification Bid Format

Section	Section Heading	Details
1	Pre-qualification checklist	As per format provided in section 6.1
2	Pre-Qualification Bid Covering Letter	As per format provided in section 6.2
3	Consortium/JV Agreement	As per format provided in Annexure 7 of this Volume
4	About Bidder	As per format provided in section 6.3 of this document
5	Legal	1. Copy of Certification of Incorporation/ Registration Certificate 2. PAN Card 3. VAT Registration
6	Annual Turnover	Details of annual turnover with documentary evidence.
7	Net worth	Details of net worth with documentary evidence.
8	Certification	Relevant ISO certification
9	Self-certificate for non-blacklisting clause	As per format provided in section 6.4
10	Power of Attorney	Documentary evidence as per format provided in Annexure 8 and 9
11	Project Experience	Citation details of projects as per format in Section 6.8 and 7.4, as applicable.
12	No Deviation Certificate	As per format provided in section 6.6
13	Total responsibility certificate	As per format in 6.7

2.11.2 Technical Bid Format

Section	Section Heading	Details
1	Technical Bid Checklist	As per format provided in section 7.1
2	Technical Bid Covering Letter	As per format provided in Section 7.2
3	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 3.6.1
4	Understanding	Details as required in Technical Criteria 3.6.1.
5	Solution proposed	Details as required in Technical Criteria 3.6.1. Please refer to section 7.5.1.
6	Project/credential summary	As per format provided in Section 7.3
7	Bidder's Experience	Project citation as per format provided in section 7.4 and supporting documentary evidences and Self- certifications as per format in section 6.8 as applicable
8	Project Plan and Resources	<ul style="list-style-type: none"> • Project plan as per format provided in Section 7.5.2 • Manpower Plan as per format provided in section 7.5.3 I & II • Summary of resources as per format provided in Section 7.6.1 • CV of resources as per format provided
9	Manufacturers'/Producers' Authorization Form	As per format provided in section 7.10
10	Anti-Collusion Certificate	As per format provided in section 7.11
11	Non-disclosure agreement	As per format provided in section 11 (Annexure 6)

2.11.3 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".

2.12 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.

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2.13 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.

2.14 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 DSCL.

2.15 Bid Price

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

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 tax components.

2.16 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 Section 6.6. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP are liable for rejection.

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2.17 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation with effective SLAs of the proposed solution as per the format mentioned in Section 6.7.

2.18 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.

2.19 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.

2.20 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.

2.21 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 Section I- Instructions to Bidders

points of similar nature submitted along with the Bid, DSCL reserves the right to reject the Bid and forfeit the EMD.

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

2.22 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.

2.23 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

2.24 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 Section 3.6.2

2.24.1 Initial Composition; Full Time Obligation; Continuity of Personnel

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

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

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

2.24.2 Evaluations

Bidder shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to 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.

2.24.3 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 and experience as per the requirements of this RFP.

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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.

2.25 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 Annexure-L 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.

2.26 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.

2.27 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 Space management, Utilities management etc. and associated manpower
- b. Sub-contracting 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 Section I- Instructions to Bidders

lead bidder. The lead bidder shall be held responsible for any delay/error/non-compliance etc. of its sub- contracted vendor.

2.28 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, from date of RFP publication. 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 5+ 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, from date of RFP publication.
- e. Proposed OEM for any technology should not have filed for bankruptcy.
- f. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- 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 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

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conform to the RFP requirements.

k. Bidder shall establish an office in Dehradun within 30 days after award of work.

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

2.28 a Solution Standards for selection of OEM:-

Provided Solutions should not be prone to any evasion technique.

1. Cyber Security vendor should not have any known/declared/Published vulnerability/CVE at least in last 3 years. for instance, remote code Execution, cross site scripting, cross site request forgery, buffer overflow, back door, information disclosure etc.
2. End Point Detection and Response, and Anti APT solution should be able to Share IOC among themselves and to Perimeter Security for Real time prevention.
3. MSI should ensure the integration of existing system of ITMS and assurance from existing OEM for the same with proposed OEM solution.
4. ICCO OEM must be prepared to for reasonable customisation (UI or Integration related) as per customer requirements if it is under the support agreement.
5. ICCO Software licenses MUST not be based on count of edge devices such as cameras, sensors, zones etc. It MUST support unlimited number of edge devices if they are integrated. This is to prove that the CCC is scalable for future expansion without being dependent on additional cost / license per edge device.
6. ICCO Operator Terminal Application must a 'thick Client' based on Client - Server architecture.
7. ICCO application must have inbuilt Video Drivers to play live and recorded video feeds from multiple video management systems.
8. ICCO OEM must not be same as any of the sub-systems involved in the project be it software or hardware. This is to make sure CCC OEM is absolutely agnostic to any third party system and is not biased towards its own company products.

2.29 Right to vary quantity

- a. At the time of award 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. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

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- 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.

2.30 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.

2.31 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.

3. Selection Process for Bidder

3.1 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.

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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 clears 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.

3.2 Preliminary Examination of Bids

DSCCL 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 DSCCL and shall not be included for further consideration.

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

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization
- 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

3.3 Clarification on Bids

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

3.4 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 confirmations 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:

3.4.1 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 Section 3.5 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

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.

3.4.2 Stage 2: Technical Evaluation

- a. Set 3 "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.

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- 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 Section 3.6.
- c. 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 Section 3.6 will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

3.4.3 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 Section 8 (Annexure 4) shall be liable for rejection.
- d. The bid price shall be exclusive of all taxes and levies and shall be in Indian Rupees.

3.5 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 (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.
2	Company Financial Profile	The Sole Bidder or the Lead Bidder (in case of consortium/JV) shall have an average annual turnover of INR 400 Crores in the last three (3) Financial Years (17-18, 16-17 and 15-16).	<ol style="list-style-type: none"> 1. Audited financial statements for last three Financial Years. 2. Statutory auditor's/CA certificate clearly specifying the annual turnover for the specified years. 3. PAN Card 4. GST Registration
3	Financials-Net worth	The Sole Bidder or the Lead Bidder (in case of consortium/JV) shall have minimum net worth of INR 70 Crores as per the last audited Financial Year (17-18). In addition to the above, the other consortium/JV partners should have positive net worth as per the audited consolidated financial statements in each of the last 3 financial years (17-18, 16-17 and 15-16).	Certificate from the Statutory Auditor/CA on net worth for last 3 years

4	ISO Certificates	<p>The Sole Bidder or all the consortium/JV members (in case of consortium/JV) shall have all the below valid certifications:</p> <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 date of submission of the proposal, The Sole Bidder or all the consortium/JV members (in case of consortium/JV) 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 all the consortium members (in case of consortium/ JV).
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 works (in India or abroad) which must have included all the below mentioned projects:</p> <p>1 Project = INR 188 Cr. Or 2 Projects= INR 118 Cr. (Each) or 3 Projects = INR 94 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 clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>2. Completion Certificate 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 a part of the order meeting the requirement from the client or through a Self- declaration which shall be substantiated by feedback from the client. The format of the self- certificate is provided in Section 6.7 of RFP volume I.</p> <p>DSCL reserves the right to contact the competitive authority for the specified Work Orders/Work Completion</p>
7	CMMI Level	<p>The Sole/lead Bidder or any of consortium/JV should have CMMI level 3 certification or higher</p> <p>OR</p> <p>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.</p> <p>OR</p> <p>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>

3.6 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	15
B	Project Experience	35
C	Approach & Methodology	20
D	Relevant Manpower Deployment	20
E	OEM selection criteria	10

Details of marking mentioned in clause 3.6 Technical Evaluation Framework is given in clause 3.7 Technical Marking Matrix.

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.

3.7 Technical Marking Matrix

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
A. Sole Bidder/ Lead Bidder Profile (max 15 marks)				
1	Annual Turnover	The Sole Bidder or the Lead Bidder (in case of consortium/JV) shall have an average annual turnover of at least INR 400 Crores in the last three (3) Financial Years (17-18, 16-17, 15-16).	10	1. Audited financial statements for last three Financial Years. 2. Statutory auditor's/CA certificate clearly specifying the annual turnover for the specified years. 3. PAN Card 4. GST Registration
		=INR 400 Cr. = 7 marks		
		>INR 400 Cr. to INR 600 Cr. = 8 marks		
		>INR 600 Cr. to INR 800 Cr. = 9 marks		
		>INR 800 = 10 marks		
2	Certification	The Sole Bidder or the All Members combined (in case of consortium/JV) shall have below Certifications at the time of Bidding: 1 ISO 9001:2008 2 ISO 20000:2011 for IT Service Mgt 3 ISO 27001:2013 for Information 4. CMMI Level 5 Security Management System Any 1 = 3.5 Marks Any 2 = 4.0 Marks Any 3 = 4.5 Marks Any 4 = 5.0 Marks	5	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
B. Project Experience of Bidder (Max- 35 marks)				
1	ICT components	The Sole Bidder or (any member in case of consortium/JV) shall have successfully executed projects at least 1 project including any 2 categories from any of the categories below in last seven years (excluding civil works). The cumulative value of projects should not be less than INR 100 Cr. 1) Tier III Data Centre establishment 2) Network/LAN/WAN with more than 2000 nodes 3) Command and control Centre 4). Security Operation Centre 1 project= 07 marks 2 Projects = 08 Marks 3 Projects = 09 Marks ≥4 Projects = 10 Marks	10	1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate 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 a part of the order meeting the requirement from the client or through a Self- declaration which shall be substantiated by feedback from the client. The format of the self-certificate is provided in Section 6.7 of RFP volume I. DSCL reserves the right to contact the competitive authority for the specified Work Orders/Work Completion

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 4 categories from any of the categories below in last seven years. The cumulative value of project should not be less than 50 Cr.</p> <ol style="list-style-type: none"> 1. Variable message Sign 2. Surveillance 3. ITMS with ANPR/RLVD 4. Parking Management System 5. Incident Management 6. AVLS 7. Emergency Call response integration. 8. Public Wifi 9. Mobile App/Desktop Portal for Citizen Services 10. Kiosk based government/citizen services <p>Number of projects implemented. Marks will be allotted as follows:</p> <p>1 project= 07 marks 2 Projects = 08 Marks 3 Projects = 09 Marks ≥4 Projects = 10 Marks</p>	10	Same as above
3	ERP System	<p>The Sole Bidder or (any member in case of consortium/JV) shall have successfully executed projects related to implementation/integration and support of ERP system in the below categories in last seven years. The cumulative value of project should not be less than INR 5 Crores which must have at least 1 project including any 2 categories from any of the categories below.</p> <ol style="list-style-type: none"> 1. Finance 2. HR 3. Payroll 4. Maintenance & Asset Management. <p>1 project= 07 marks 2 Projects = 08 Marks 3 Projects = 09 Marks ≥4 Projects = 10 Marks</p>	10	Same as above

4	E- Governance	<p>The Bidder (any member in case of consortium/JV) shall have successfully executed projects at least one (1) project related to implementation/integration and support of citizen centric e- Governance applications integrating at least two (2) different Citizen services (excluding CCTV system) having a minimum value of INR 5 crores</p> <p>1 Projects = 3.5 Marks 2 Projects = 4 Marks 3 Projects = 4.5 Marks ≥4 Projects = 5 Marks</p>	05	Same as above
C. Approach & Methodology & Solutions proposed (Max. 20 marks)				
1	Understanding Deployment/SLA/ A&M /Scalability/ Presentation	<p>Detailed Approach and Methodology including: (one mark each)</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 and resource deployment plan 9. Bidder can suggest innovative ideas, operations excellence and cost optimization best practices in Approach and Methodology. 10. Technical Presentation in front of the Evaluation Committee. 	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 5 use cases (from Vol II section 4.10.2). Bidder will be given one week to establish setup for infrastructure for POC from date of intimation from DSCL	10	2 marks for each use cases
D. Resource/Manpower Deployment (max 20 marks)				

1	Resource	A. Project Manager: 5 marks		
2	Deployment	<p>a. Educational Qualification: BE / B. Tech / MCA with MBA/M. Tech /PGDM/ or equivalent = 1 mark</p> <p>b. Certification: • PMP/ Prince Certification- 1 mark</p> <p>c. Work experience in the capacity of Project/Program Manager in ICT implementation Projects (with more than 10 years of relevant experience): 1 mark</p> <p>d. Project/Program management Experience in ICT implementation Project of value > 100 crores: 1 mark</p> <p>e. Project/Program management Experience Smart City ICT implementation Project: 1 mark</p> <p>B. DC/ DR- Cloud expert: 3 marks</p> <p>a. Educational Qualification with more than 9 years of experience: BE / B. Tech / MCA - 1 mark b. Certification:</p> <p>• Any professional certification that relates to cloud computing/ DC/ DR, preferably CCNA (DC), CCNP (DC), DCDC(BICSI), CBCI, CBCP, etc.- 1 mark</p> <p>d. Cloud implementation Experience in ICT implementation Project of value > 20 crores - 1 mark</p> <p>C. Command Centre Design Expert: 3 marks</p> <p>a. Educational Qualification: Bachelor's Degree in Engineering/ Enterprise Architect-1mark</p> <p>b. Certification : Any professional certification that relates to Enterprise Architectural solutions- 1 mark</p> <p>c. Work experience in designing of Command Center/ Network Operating Centre /e- governance Projects (with more than 9 years of relevant experience)- 1 mark</p> <p>D. Solution Architect: 5 marks</p> <p>a. Educational Qualification:</p> <p>• Bachelor's Degree in Engineering/MCA- 1mark</p> <p>b. Certification: ITIL/LEAN- 2marks</p>	20	<p>The detailed CVs of the proposed Manpower Resources duly self-attested and by the competent authority of the bidder. The written consent from the proposed deployed manpower should be submitted in the technical bid.</p>

		c. Work experience as IT/ICT solution architect (with more than 6 years of relevant experience) of project more than 20 cr- 2 marks		
		E. Software Management Expert: 2 marks		
		a. Educational Qualification: Bachelor's Degree in Engineering/MCA -1 marks. Certification:		
		• Relevant certification in Software Development/ Management. Preferably- CAPM, CSM, etc. -1 mark		
		F. IT/ ICT Infrastructure Expert: 1 mark		
		a. Educational Qualification: Bachelor's Degree in Engineering/MCA- 0.5 marks		
		b. Certification: Relevant certification in IT/ ICT Infrastructure framework, preferably ITIL, CGEIT, etc. - 0.5marks		
		G. IT/ Cyber Security Expert: 1 mark		
		a. Educational Qualification: Bachelor's Degree in Engineering/MCA : 0.5 marks		
		b. Certification: Relevant certification in IT/ Cyber Security domain, preferably CISM, CISSP, etc. 0.5 marks		
E. OEM Selection Criteria in the bid (max 10 marks)			10	
1	Command Control Platform	OEM with total deployments	5	Self-Certification from OEM
		≥5 deployment = 5 marks		
		3 deployment = 4.5 Marks		
		2 deployments = 4 Marks		
		1 deployments = 3.5 Marks		
		0 deployments = Not Eligible		
2	Active Components Installed base (Network, Server, Storage, Security, Collaboration)	OEM with deployment in SDC/SWAN/Mission Mode Project of Centre or State Govt.	5	Self-Certification from OEM
		≥5 deployment = 5 marks		
		4 deployment = 4.5 Marks		
		3 deployments = 4 Marks		
		2 deployments = 3.5 Marks		
		0 deployments = Not Eligible		

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

The total payment shall be paid in two parts (i) Capex (70% of total contract value) (ii) Opex (30% of total contract value). The further breakup of Capex and Opex shall be as under:

#	Milestones	Timelines	Payment
	Capex (70%)		
1.	Requirement study	T + 2 Months	10% of capex value
2.	Phase I : Go Live	T + 3 Months	15% of capex value
3.	Phase II : Go Live	T + 7 Months	30% of capex value
4.	Phase III : Go Live	T + 9 Months	25% of capex value
5.	Phase IV : Integration & Project Final Go-Live	T1 = T + 10 months	20% of capex value
	Opex (30%)		
6.	Project Operations & Maintenance phase for a period of 60 months from the date of Final Go Live	T1 + 60 Months	OPEX will be paid in twenty (20) equal quarterly instalments spread across 5 years Post Final Go-Live

Note: - All the payments against different mile stones shall be done only after the approval of respective mile stones from the authorities. "T" shall be the date of final Service Level Agreement Signing.

4. 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.

Section I- Instructions to Bidders

4. Award of Contract

4.1 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.

4.2 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.

4.3 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 to the DSCL. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Section 9 – 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.

4.4 Warranty & Maintenance

Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of Sixty months from the date of go-live i.e. "Go-Live" + 60 months. "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.

4.5 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.

4.6 Arbitration post signing of contract

In case, a dispute is referred to arbitration, the arbitration shall be under the Indian

Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium/JV of the three Arbitrators shall form the Arbitral Tribunal.

All arbitration would be referred to the Chief Justice of Dehradun High Court, and their decision would be final and binding to all parties.

In case DSCL chooses to award the contract to an eligible bidder/MSI through this RFP process, and its subjected to a third party litigation, DSCL would be free to proceed the contract award and Section I- Instructions to Bidders

works process. If the litigation is in favor of the third party resulting in termination of awarded contract and retendering process, DSCL would pay out the existing MSI to the tune of work completed upon submission of sufficient proof of material supplied and manpower invested.

5. Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in MS excel format in the following format to be emailed at clearly specifying in the subject column- ‘Queries for Selection of MSI- ICT_Bidder’s Company Name’.

Note: - Queries of OEM will be considered through only MSI and maximum two person will be allowed in Pre-bid Meeting with Id Proof.

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 changed.)

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

6.1 Pre-qualification bid checklist

Sl 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 as per		
5.	<ul style="list-style-type: none">• Copy of Certification of Incorporation/Registration• PAN card• GST registration		
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		

6.2 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 for Selection of Master System Integrator for establishment of Doon Integrated Command & Control Center (DICCC) and Other Integrated Smart Solutions at Dehradun

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

Dear Sir,

With reference to your "Request for Proposal for Selection of Master System Integrator for establishment of Doon Integrated Command & Control Center (DICCC) and Other Integrated Smart Solutions at Dehradun", 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 whatever criteria it deems appropriate, not just limiting to those 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.

Section I- Instructions to Bidders

- 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:

6.3 Company profile

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

S	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	
	Role in Consortium/JV (if applicable)	Brief scope of work in the

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- 2015- 2016	FY- 2016- 2017	FY- 2017- 2018

- 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 five financial years as on 31.03.2018. Copy of self- certified statutory auditor certificate to be submitted along with the bid.

6.4 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
Email ID: smartcityddn@gmail.com

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Master System Integrator for establishment of Doon Integrated Command & Control Center (DICCC) and Other Integrated Smart Solutions at Dehradun

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

Dear Sir,

We confirm that our 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:

Section I- Instructions to Bidders

6.5 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 for Selection of Master System Integrator for establishment of Doon Integrated Command & Control Center (DICCC) and Other Integrated Smart Solutions at Dehradun

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

Dear Sir,

We confirm that our 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:

6.6 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

6.7 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:

6.8 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:

7. Annexure 3 – Formats for Submission of the Technical Bid

7.1 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		

7.2 Technical Bid Covering Letter

Date: dd/mm/yyyy

To,

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 for Selection of Master System Integrator for establishment of Doon Integrated Command & Control Center (DICCC) and Other Integrated Smart Solutions at Dehradun

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 for Selection of Master System Integrator for establishment of Doon Integrated Command & Control Center (DICCC) and Other Integrated Smart Solutions at Dehradun" 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 Section 9 of the RFP Volume I.

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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:

7.3 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)

7.4 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 Section 6.7.

7.5 Overview of Proposed Solution

7.5.1 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 below provided headers/Approach components while detailing out their solution.

Sr No.	Item
1	<p>Understanding of requirement and Implementation approach</p> <ul style="list-style-type: none"> • Understanding of requirements • Work Plan & its adequacy
2	<p>Robustness and quality</p> <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	<p>Assessment of Manpower deployment, Training and Handholding plan</p> <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

7.5.2 Project Plan

Within 15 calendar days of Effective Date of the contract/ Issuance of Lol, 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

Section I- Instructions to Bidders

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.

7.5.3 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 1	Month 2	Month 3	...	Month 12
			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	Years				
		Year 1	Year 2	Year 3	Year 4	Year 5

7.6 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 Assigned Tasks	(List all tasks to be performed under this project)			

7.7 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	

7.8 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. .

7.9 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.

7.10 Manufacturers'/Producers' Authorization Form

(This form has to be provided by the OEMs of the hardware and software solutions proposed. This letter of DSCCL 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, 24800, 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:

7.11 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 for Selection of System Integrator for Implementation of Dehradun Smart City Solutions in Dehradun, Dehradun 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:

8. 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

9 Annexure 5 (a) – Performance Bank Guarantee

Ref:

Date

Bank Guarantee No.

<Name>

<Designation>

<Address> <Phone

Nos.> <Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the System Integrator”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to DSCL (hereinafter called “the DSCL”)

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

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at

<Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the System Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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This Guarantee shall be valid until <<Insert Date>>) Not withstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date

Place

Signature

Witness

Printed Name

(Bank's common seal)

10. 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 << DSCL >> (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.

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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:

11. 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 for Selection of Master System Integrator for establishment of Doon Integrated Command & Control Center (DIDCC) and Other Integrated Smart Solutions at Dehradun” (hereinafter called the said 'RFP') to the “DSCL”, 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 Section I- Instructions to Bidders

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

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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:

12. 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] 2018 at [Place] among Dehradun Smart City Limited (DSCL) (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, UP has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in Request for Proposal for Selection of Master System Integrator for establishment of Doon Integrated Command & Control Center (DICCC) and Other Integrated Smart Solutions at Dehradun:

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 for Selection of Master System Integrator for establishment of Doon Integrated Command & Control Centre (DICCC) and Other Integrated Smart Solutions at Dehradun" 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 for Selection of Master System Integrator for establishment of Doon Integrated Command & Control Center (DICCC) and Other Integrated Smart Solutions at Dehradun" for and related execution works to be performed pursuant to the Contract and shall not

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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 members of the Consortium/JV 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.

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ii.

13. 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.

14. 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.

15 Annexure 10 - Format for LOA

Dehradun Smart city Ltd.
777, Satvik Tower, Opp Hotel LP Residency,
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 for establishment of Doon Integrated Command & Control Centre (DICCC) and Other Integrated Smart Solutions at Dehradun.
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 for establishment of Doon Integrated Command & Control Center (DICCC) and Other Integrated Smart Solutions at Dehradun.

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 for establishment of Doon Integrated Command & Control Centre (DICCC) and Other Integrated Smart Solutions at Dehradun 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.