

REQUEST FOR PROPOSAL

Name of the Work: “Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode.”



BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)



Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

[Email: ceo.bscl01@gmail.com](mailto:ceo.bscl01@gmail.com)



Bareilly Smart City Limited

BAREILLY SMART CITY LIMITED (BSCL)
BAREILLY (UTTAR PRADESH, INDIA)



Ref No:-BSCL/2020-2021/ 308

Date:- 22/05/2020

Bareilly Smart City Limited, Bareilly invites e-tender for the following projects:-
 Date:-

S.No.	Name of the Work	Earnest Money Deposit	Tender fee with GST @ 18% (Rs.)	Work completion Period	Bid Start Date
01	Renovation in Class Rooms of Schools Infrastructure for Smart Classes (Phase2)	6.5 Lakhs	11800	6 Months	28/05/2020
02	Installation of Smart Class IT Infrastructure in Government Schools for E- Shiksha (Phase 2)	5 Lakhs	11800	9 Months	28/05/2020
03	Design, Construction and Installation of Smart Toilets including Operation and maintenance for 5 years under Bareilly Smart City, Bareilly	12.75 Lakhs	11800	6 Months	28/05/2020
04	Supply, Installation and Erection, Testing and Commissioning with five year operation and maintenance contract of puzzle type multi-level car parking of electro-mechanical technology at 2 locations in Bareilly	7 Lakhs	11800	6 Months	28/05/2020
05	Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited	6 lakhs	11800	6 Months	28/05/2020
06	Construction, Commissioning, operation and maintenance of 500KLD Phytoid STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly	4 Lakhs	11800	6 Months	28/05/2020
07	Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at various Locations in Bareilly under Smart City Mission on PPP mode	5 Lakhs	11800	6 Months	28/05/2020

1.	Detailed NIT and Bid Document shall be available on: - https://etender.up.nic.in and http://www.nagarnigambareilly.com
2.	Tender call notice in two Bid systems (Part- I: General & Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP.
3.	Amendment to NIT, if any would be published on website only.
4.	In case of any queries on this RFP, intending bidder's may contact THE GENERAL MANAGER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No: - 0581- 25510074, 7055519602) or send an email to: ceo.bscl01@gmail.com

Chief Executive Officer,
 Bareilly Smart City Limited, Bareilly.

प्रकाशन हेतु नहीं

- को इस अनुरोध के साथ कि अपने राष्ट्रीय संस्करण
- सम्पादक, Times of India (All Edition), Hindustan Times (All Edition), Dainik Jagran (Local Edition) समाचार पत्र में उपरोक्त निविदा सूचना का प्रकाशन आगामी संस्करण में डी0ए0बी00पी0 दरो पर न्यूनतम स्थान में एक बार प्रकाशित करने का कष्ट करे तथा 04 प्रतियों के साथ बिल भुगतान हेतु प्रेषित करें ।
 - आयुक्त महोदय, बरेली मण्डल, बरेली की सूचानार्थ ।
 - नोटिस बोर्ड पर चस्पा हेतु ।
 - कम्प्यूटर प्रमारी/ आई.टी0 एक्सपर्ट नगर निगम बरेली को इस अनुरोध के साथ प्रेषित कि उक्त निविदा सूचना को नगर निगम, बरेली की वेबसाइट पर प्रदर्शित करने का कष्ट करें ।

Chief Executive Officer,
 Bareilly Smart City Limited, Bareilly.

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Bareilly Smart City Limited (here for the referred to as BSCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidder (consultant / contractor / developer / Manufacturer / Supplier etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The BSCL and its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The BSCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP. The BSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the BSCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BSCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the BSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.


Chief Executive Officer,
Bareilly Smart City Limited, Bareilly.

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY
(UTTAR PRADESH, INDIA)

Letter no. BSCL/2020-21/308

Dt. 22-05-2020

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites unconditional item rate Bids on PPP mode for the work mentioned below through e-Procurement in conformity with the terms and conditions of this advertisement and the detailed tender call notice in two Bid systems (Part- I: General & Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP. Bidders can participate in the bidding after registering them on E- tendering portal <http://etender.up.nic.in>. Bidder can download the RFP from <http://etender.up.nic.in> after paying the tender cost through online payment in the name of **Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400**. Bidder will have to upload the scanned copy of transaction slip along with technical bid failing this; the Bid is liable to be rejected. The Bidder should deposit the Earnest Money online in above mentioned account number or through BG. The scanned copy of the transaction slip should be uploaded along with technical bid. The bidders should have necessary Portal enrollment (Digital Signature Certificate) under e-procurement process of Govt. of Uttar Pradesh in required class/category. In case of any queries on this RFP, intending bidders may contact CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No: -0581- 25510074)

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work completion Period
1.	Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode.	5 lakhs	11800	6 Months

Time schedule for Bidding:

S. No	Description	Critical Dates
1	Upload/Publish of RFP	28/05/2020 11:00AM
2	Bid start Date/Time of RFP	29/05/2020 11:00 AM
3	Pre-Bid Meeting	12/06/2020 11:00 AM
4	Bid Closing Date/Time of RFP	23/06/2020 3:00 PM
5	Technical Bid Opening Date/Time	24/06/2020 11:00AM
6	Financial Bid Opening Date/Time	To be notified

1. Other details can be seen on website <http://etender.up.nic.in> (for view, download and bidding) and on website www.nagarnigambareilly.com (for view and download only).
2. Subsequent corrigendum, if required, shall appear in these websites.
3. Authority reserves the right to reject any or all the tenders without assigning any reasons
4. Contractor who want to participate in bid must registered themselves on <http://etender.up.nic.in>.
5. For any other queries, please contact Nodal Officer, Bareilly Smart City Limited. Also, for any further queries, the bidders are advised to send an email to: ceo.bscl01@gmail.com


Chief Executive Office
Bareilly Smart City Limited
Bareilly

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Project Profile

In today's ever-changing environment, technology plays a crucial role. LED technology is creating better display options for advertisement, promotion, entertainment and communication.

Smart Advertisement board is a type of electronic signage. It uses LED technologies to display digital images, video, web pages, weather data, Public announcement, or text. These boards are good for installing in place of traditional uni-poles advertisement boards in the city to provide exhibitions, marketing and outdoor advertising. They are used as a network of electronic displays that are centrally managed and individually addressable for the display of text, animated or video messages for advertising, information, entertainment and merchandising to targeted audiences.



The proposal is to replace the existing poles with Digital advertisement board which will be managed by one location and will have following features:

- Multiple multimedia advertisements at one location based on duration and time.
- Live telecast of event of public interest.
- Improvised public information.
- The system should be capable to deliver various type of Video display for traffic advice, route guidance and emergency messages to motorists, Dynamic information directly to people, to create awareness among the citizens about various Govt. Schemes & their benefits in real time.
- The Smart Advertisement Board (Outdoor LED display) should display text and graphic messages using Light Emitting Diode (LED) arrays.
- The System should support Display characters in true type fonts and adjustable based on the Operating system requirement.
- Outdoor Display controllers should continuously monitor the operation of the Smart Advertisement Boards (Outdoor Displays) via the provided communication network.
- Operating status of the Smart Advertisement Boards (outdoor displays) should be checked periodically from the ICC.
- It shall be capable of setting an individual Outdoor Display or group of Outdoor Display's to display

either one of the pre-set messages or symbols entered into the computer via the control computer keyboard or by another means.

For the initial phase the smart advertisement boards will be implemented in following 25 locations:

Sr. No.	Location
1.	Shyam Ganj Satellite Road 1
2.	Shyam Ganj Satellite Road 2
3.	Shyam Ganj Satellite Road 3
4.	In front of Chhabara 555, Civil Lines market
5.	Eshaan Hospital Vikas Bhavan Road
6.	Opposite Butler Plaza Gate
7.	Circuit House, opposite ICICI Bank
8.	Bareilly College bifurcation
9.	At Road divider, Kumar Talkies, in front of Kotwali
10.	Gandhi Udyan 1
11.	Gandhi Udyan 2
12.	District Hospital Gate
13.	In front of Amaya Hotel, Prabha Cinema road
14.	Allen Club Market
15.	Jawahar Market
16.	Moti Park
17.	Satellite Bus Stand 1
18.	Satellite Bus Stand 2
19.	Near DM Office
20.	Old Bus Stand 1
21.	Old Bus Stand 2
22.	Near Vishal Mega Mart

23.	Anand Ashram Marg 1
24.	Anand Ashram Marg 2
25.	AksharVihar

Project structure

- a) The Concessionaire shall have the exclusive right, license to Develop/Install Smart Advertising Board and Operation management and maintenance for the Concession Period. The Source of revenue to recoup its investments by displaying advertisements at the proposed units.
- b) The Concessionaire shall prepare a Project Report with design & specifications and pursuant to its approval, complete the project development of Smart Advertising Board, within the stipulated Implementation Period of 6 (six) months.

End of the Concession Period

At the end of the Concession Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect and the Smart Advertising Boards & the entire Project facilities including the assets (i.e. both movable and immovable assets, whether provided by the Concessioneing Authority or brought in by the Concessionaire during the subsistence of the Concession Agreement), thereof shall be transferred back to BSCL as per the provisions of the Section III of the RFP document. All the movable and immovable assets attached shall revert to BSCL without any obligation on BSCL to pay or adjust any consideration or other payment to the Concessionaire.

General Scope of Work

- a) The Successful Bidder/ Concessionaire shall be required to Setting up of the “Smart Advertising Boards for advertising including designing, financing, constructing/installing, operating and maintaining of Smart Advertising Boards at various locations through Public Private Partnership (PPP) under “Smart City Mission” at Bareilly City as per the details laid down in Section-II of this Bid document.

The bidder shall quote the revenue share with BSCL which can be negotiated once the financial Bid is finalized.

The Smart Advertising Boards will be unmanned and fully electronic and complete in all respect ready for use. The unit has all the electronic equipment’s kept locked above or with the machine. The Board shall connect to Integrated Command and Control Center of Bareilly Smart City Limited for monitoring, updating of advertisements, software upgradations, etc.

Concessionaire will have to do the installation of Smart Advertising Boards and appurtenant works at 25 locations as indicate herein this document and provide Operation and Maintenance Services for five years. Smart Advertising Boards with required parameters shall be provided at the tariff decided by BSCL as per this RFP

Concessionaire shall have advertisement rights to display their advertisements or lease out the same to others to realize its investment as briefly described in nutshell in the RFP. Subsequently, the payment received from users may be utilized towards the Smart Advertising Boards Operation and Maintenance cost. After the completion of Concession Period the utility will be handed over by the Concessionaire to BSCL/Nagar Nigam in optimum running condition.

Smart Advertising Boards should be mounted on a Unipole with the specifications mentioned in this RFP.

b) Revenue Streams from the operations of Smart Advertising Boards

The revenue streams from the operations of the Smart Advertising Boards are as follows:

- I. **Income from advertisement display:** The Concessionaire may display commercial advertisement as specified in RFP documents on the Smart Advertising Boards. The advertisements to be displayed shall also require the prior approval from the Concessioneing Authority.

RFP PART- 1: SECTION-I
SHORT TERMS AND DEFINITIONS

1. **“Applicable Laws”** means all laws which are applicable but not limited to , statutes, customs, conventions, regulations, rules, by-laws, judgements, decrees, injunctions, writs and orders of any Court as well as administrative and judicial directives, notifications,, as for the time being in force during, before and after the subsistence of this Agreement.
2. **“BSCL”** shall mean the Chief Executive Officer of Bareilly Smart City Limited.
3. **“Clearance”** shall mean, as on the date of execution of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorizations of whatever nature, which is necessary for effective implementation of the Project
4. **“Commercial Charges”** shall mean the Tariffs as per Municipal Corporation guidelines levied by the concessioner for Smart Advertising Boards users and charges for display of advertisements on such Smart Advertisement Boards.
5. **“Concession”** or **“Concession Agreement”** shall mean and include this signed Concession Agreement (including the Schedules of the Concession Agreement, the “Letter of Intent” issued by BSCL, the written clarification(s), addendums, amendments, all annexure, forms etc attached therewith to the RFP Document issued subsequently to the Bidders and all other documents/papers attached as annexure/ appendix therewith).
6. **“Concessionaire”** shall mean the Successful Bidder formed under the Companies Act, 1956 or the Companies Act 2013 and shall include its Successors, assigns, directors, officials, managers, substitutes,
7. **“Concessionaire's Representative”** means the Persons appointed by Concessionaire for the execution of this project
8. **“Concession Period”** shall mean the period for which this Concession is granted, commencing from the Compliance Date unless the termination or transfer of the project along with all the assets and liabilities takes place.
9. **“Compliance Date”** shall mean the date of issuance of any Certificate of Compliance by the Concessioneing Authority and/or Competent Authority with regard to execution of the works in furtherance to this Agreement.
10. **“Development/Installation”** shall mean the Construction and Installation of Smart Advertising Boards as per the Project Report approved by the Concessioneing Authority and/or Competent Authority and in accordance with all schedule provided in this document and all other provisions of the Concession Agreement including the Schedules, all annexure, appendixes, addendums, amendments to this Agreement.
11. **“Smart Advertising Board”** shall have the meaning as described in Section -II
12. **“Tender/ Bid/ Proposal”** shall mean the Concessionaire's quoted Financial Proposal and detailed Proposal for the Project, including the Concessionaire’s Proposal, submitted to the Concessioneing Authority and as accepted by the Concessioneing Authority.
13. **“Termination Date”** shall mean the date on which this Concession Agreement gets terminated by efflux of time and/or by issuance of a Termination Notice and/ or transfer of the project and/or stands extinguished by operation of law for the time being in force.
14. **“Termination Notice”** shall mean the communication served in accordance and compliance with this Concession Agreement by a Party to the other Party for terminating this Concession Agreement at the

last disclosed or known address by electronic mail and/or by postal mode and/or by courier service and/or by hand service but not by way of under certificate of posting and/or in violation to the period and procedure agreed here under.

15. **“Termination Payment”** shall mean the amount payable by the Concessioneing Authority to the Concessionaire upon the termination of this Concession Agreement as per specific provisions of this Agreement.
16. **“Third Party”** shall mean any Person, real or judicial, or entity other than the Parties to this Concession Agreement who shall be claiming and/or litigating under respective parties.
17. **“Last three financial years” means** 2016-17, 2017-18 & 2018-19
18. **“Similar Work”** means Supply, Installation and Maintenance of Smart Advertising Boards.

RFP PART- 1: SECTION-II
Detailed Tender Notice

Bid shall be submitted in 2 separate parts:

1. Technical Bid
2. Financial Bid

Eligibility criteria (Technical and Financial) for the Bidders intending to participate, Bidder shall fulfill the following Eligibility Criteria:

a. Technical Eligibility Criteria

Tenderer will have to upload the following documents to qualify for the Technical bid:

- GST Registration
- PAN Card
- PF Registration
- Income tax return copy of last 3 years (FY 2016-17, 2017-18, 2018-19) duly attested by Chartered Accountant.
- Bidder has to submit EMD and Tender Fees through RTGS/ NEFT. The receipt of the transaction has to be uploaded online.
- Self-declaration certificate by Bidder in the form of Affidavit is to be submitted. (Format Annexure II).
- Affidavit required by the bidder stating that the Bidding firm has not been Black listed by any Central/State Government Authority/ Department in last three (3) years. (Format Annexure III).
- No Relationship Certificate (format Annexure I).

Sl. No.	Eligibility and Qualification Criteria	Compliance Requirements	Documentation
1	<p>The Sole Bidder/Lead Bidder (in case of Consortium) of the Consortium should be registries in India under Companies Act, 1956/2013.</p> <p>Consortium:</p> <ul style="list-style-type: none">• Maximum 2 companies are allowed in a consortium• Lead Bidder shall have more than 51% (fifty one percent) of the consortium• All consortium members are jointly responsible and severally liable under this RFP	<ul style="list-style-type: none">• Certificate of Incorporation (Col) from Registrar of Companies.• Articles of Association (AoA) and Memorandum of Association (MoA).• Annual Report for the last three financial years.• Consortium Agreement among the Consortium Partners shall be submitted clearly stating the roles and responsibilities of each member.	PQ_1

Sl. No.	Eligibility and Qualification	Compliance Requirements	Documentation
1	Sole Bidder/Lead Bidder (in case of Consortium) shall have an average annual turnover of INR 6 Crores (Rupees Six Crore only) from last 03 Financial Years (2016-17, 2017-18 and 2018-19), as on submission of bid.	Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years	PQ_2
2	The Sole Bidder /Lead Bidder should have been with positive net worth as per the audited consolidated financial statement in each of the last three financial year (2016-17, 2017-18 and 2018-19)	Certificate from the Statutory auditor / CA clearly specifying the net worth along with the audited Balance sheet	PQ_3
3	<p>The bidder must have satisfactorily completed similar nature of works during last 7 years ending last day of month previous to the one in which application are invited should be either of the following:</p> <p>Three similar works, each were costing not less than the amount equal to Rs.4 Cr (Rupees Four Crore only). of the estimated project cost.</p> <p>or</p> <p>Two similar works, each were costing not less than the amount equal to Rs 5 Cr (Rupees Five Crore Only) of the estimated project cost.</p> <p>or</p> <p>One similar work costing not less than the amount equal to Rs. 8 Cr (Rupees Eight Crore Only). of the estimated project cost.</p>	<p>For each eligible work, bidder(s) should provide copy of work order and any one of the following documents(s):</p> <p>completion certificate issued by the appropriate authority; or</p> <p>any other document which shows the evidence of submission of final report or final deliverable to the appropriate authority; or</p> <p>no-dues certificate issued by the appropriate authority; or</p> <p>For Private Projects being shown as “Similar Work”, the completion certificate should be accompanied by relevant TDS detail and certified final bill of the project.</p>	PQ_4
4	The sole bidder should not be blacklisted by any Central / State Government Department or Central/State Public Sector Units (PSUs) in India as on the bid submission date	Undertaking by the authorized signatory of bidder.	PQ_5
5	GST Registration, PF Registration, Pan Card	Provision of These Documents in mandatory	PQ6

6	Self-Declaration Certificate	Undertaking by the authorized signatory of bidder	PQ7
7	No relationship Certificate	Undertaking by the authorized signatory of bidder	PQ8
8	Certifications	<p>Sole Bidder/Any Member of Consortium (In case of a Consortium) shall have any one of the following certificates, as on bid submission date:</p> <ul style="list-style-type: none"> ○ ISO 9001:2015 ○ ISO 14001:2015 ○ ISO 20000:2011 for IT Service Management or equivalent certification ○ ISO 27001:2013 for Information Security Management System or equivalent certification 	<ul style="list-style-type: none"> ○ Copies of valid certificate in the name of bidder (Sole Bidder or the Lead bidder of consortium)

9.	Smart Advertisement Board Project	<p>Sole Bidder/ Consortium member / OEM should have successfully implemented at least 01 (one) Outdoor LED project in India, any of the project consisting of minimum 20 Smart Advertisement Boards (outdoor LED display) of SMD technology (Not Rented) installed, all of which are connected to a single network and controlled centrally with content also being published centrally on all the displays.</p> <p>Each of the Smart Advertisement Board (outdoor LED display), of SMD technology should of minimum size as asked for in the tender (+/- 5%)</p> <p>The above Smart Advertisement Board (outdoor LED display) should be successfully functioning for more than two years.</p>	<p>○ Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>○ Completion Certificate issued & signed by the competent authority of the Client</p> <p>OR</p> <p>○ Work Order and Self-Certificate of Completion (Certified by the Statutory Auditor)</p> <p>OR</p> <p>○ Work Order along with Phase Completion</p>
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“Similar Work” means Supply, Installation and Maintenance of Smart Advertising Boards.

***All the above stated documents are required to be duly attested by the Contractor/Bidder under the company seal.**

*** If any of the above documents is found missing or incorrect, then the bid will be disqualified.**

***Proof of having successfully completed similar works must be submitted in the form of a completion certificate issued by the Client.**

Quality standards and pre-eligibility OEM criteria

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

- a) OEM for Smart Advertisement Board (outdoor LED Display) should have the all certifications like quality standard ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007 certification wherever applicable to ensure only quality OEM participation, as on date of RFP release.
- b) 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.
- c) The OEM for all active components should give a declaration that products or technology quoted are not end of- sale till 18 months from the date of RFP release and are not end-of-support till 5 years from date of RFP release.
- d) The proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs.
- e) Each of the proposed OEMs should have at own service centers in India.
- f) Offered Outdoor active LED should be registered with BIS under the relevant category for the screen
- g) OEM for Smart Advertisement Board (Outdoor LED display) should be present in India for minimum last 2 years with a registered office. Certificate of Incorporation of OEM to be submitted along with the bid.
- h) Smart Advertisement Board (Outdoor display system) OEM /OEM subsidiary in India should have experience of installing and maintaining either directly or through authorized partners/Contractor, outdoor active led screens within India. The number of these screens should be minimum 50 in a single network controlled centrally (excluding rental order) during the last five years from the last date of bidding and is in successful operation in India.
- i) Offered products should be present on the OEM worldwide website.

Even though the Bidder meets the above qualifying criteria, he is subject to be disqualified if he has;

- a. Made a misleading or false representation[s] in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements.

And/ or

- b. A record of poor performance such as Abandoning a work, Poor quality of work, Claim, Litigation History, or Financial failures etc. in any State Govt. organization/services/corporations/local body etc. (by whatever names these are called).

RFP PART- 1: SECTION-III
INSTRUCTIONS TO BIDDERS

Introduction

- a) As a part of the Smart City Plan, Bareilly Smart City Limited will like to make Smart Advertisement Boards at Various Locations in Bareilly. This project will allow Multiple multimedia advertisements at one location based on duration and time. This Bid will be essential for betterment of the citizen to spread informative news. Bareilly Smart City Limited (BSCL) intends to develop Smart Advertising Board under Public Private Partnership (PPP) mode in Bareilly, Uttar Pradesh, India.

This Request for Bid for setting up of Smart Advertising Board including Designing, financing, constructing / installing, operating and maintaining of Smart Advertising Board and vending of Smart Advertising Board at Public Places through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Bareilly City for a period of ten (5) years.

- b) An Agreement will be drawn up between the Bareilly Smart City Limited (BSCL) (the “**Concessioneering Authority**”), and the Successful Bidder/ Concessionaire (the “**Concession Agreement**”).
- c) A “Single Stage, Two Part” Bidding process has been planned for determining the Successful Bidder. The Bidders would be required to meet the minimum threshold Technical Qualification Conditions and qualify for undertaking the Project as set out in this RFP document. This qualification assessment would be carried out as part of the current Bidding and evaluation process. The Financial Bids of only those Bidders that possess the minimum Technical Qualification Conditions and other relevant documents (as per the formats provided in section-IV) would be opened and evaluated.
- d) The RFP document contains information about the Project, Bidding process, Bid submission, qualification and Financial Bid requirements.

1. Bid documents consisting of RFP are available on the e-procurement website i.e. <http://etender.up.nic.in/> (for view, download and bidding) and in websites www.nagarnigambareilly.com (for view only)
2. As stated above, it is a two bid (Part1: General and Technical bid, Part II: Financial Bid) e- procurement Proposal of BSCL. As per the corresponding guidelines of Govt. of Uttar Pradesh, each on line Part-I bid, along with list of enclosures should be uploaded in the offer along with the checklist. Complete address, contact details, email address, website address, etc must be there on the letter head for easy and fast communication, legible scanned copies of valid contractor’s Registration Certificate (License) (save as mentioned at above), EPF Registration, GST No., PAN CARD, Earnest Money Deposit (EMD)/Bid security, and cost of tender Documents (non – refundable).
3. Earnest Money Deposit: the value of EMD as mentioned in Tender Document) Earnest Money shall be paid through RTGS/ NEFT/BG in favor of Bareilly Smart City Limited, Bareilly. After tender opening, The EMD of the unsuccessful bidders will be returned to account provided by the bidder during the registration on e-tendering portal under beneficiary Account number. Earnest money in the form of cheques or any other form except above will not be accepted. Scanned Copy of the transaction slip has to be uploaded along with the Technical Bid. EMD of the successful bidder shall be adjusted with the security deposit.

4. Regarding submission of original documents as a prime component of Part-I bid, the following instructions are to be followed. The intending bidders should submit their bid only through e-tendering and on-line Mode.
5. The on-line technical bids received shall be opened at **11:00 AM** on **Dt 24-06-2020** in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on **Dt 24-06-2020** for any reason beyond the control of BSCL, then the same shall be opened on the next official working day at **3:00 PM** onwards.
6. Each received bid, if otherwise not rejected, shall remain valid for a period of 120 days from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and BSCL.
7. Within 30 days after opening of the financial bids (RFP Part-II), the EMD(s) of the unsuccessful bidder(s) except the 2nd lowest bidder (L2) shall be refunded/ returned, preferably in the shape and manner submitted by the respective bidder(s) for the work on written request(s) and with proper acknowledgement(s). The EMD of L2 bidder can be refunded in the shape and manner to be decided by BSCL after finalization of the Bid for the work.
8. The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the intended works are to be executed and submit their bids accordingly.
9. In case of any inconsistency or contradiction among different clauses/ conditions/ instructions/ information furnished in this tender call notice/ RFP, then necessary clarification can be sought for by the bidders before submission of their bids. Similarly, in case of the agreement to be drawn by BSCL with the successful bidder, conditions to be stipulated in the agreement shall be followed for all practical purposes unless any of those condition(s) is/are found redundant/inapplicable and inconsistent with the relevant provisions, as issued and amended till the date of invitation of this tender. In case of any dispute between the selected bidder and BSCL regarding such overriding effect, decisions of BSCL shall be final and binding without prejudice to the remedies available to either parties under law of the nation (India), Intending bidders are requested to understand this condition thoroughly and submit their tenders accordingly. For legal dispute(s), if any, the matter shall be settled within the jurisdiction of Bareilly Court.
10. Construction and Demolition (C & D) waste materials generated, if any, at the respective work sites during execution of the aforesaid work should be deposited at site suggested by BSCL.
11. Unusual or unilateral interpretation (if any), of any part or whole of the RFP by any bidder and subsequently by the selected bidder, of any information /condition /provision to be laid down in the agreement (to be drawn between the selected bidder and BSCL), shall be outrightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/ correspondence(s) on the same form BSCL, shall be treated as violation(s) of the terms and conditions of this RFP/agreement and hence, action as deemed fit by BSCL shall be taken against such bidder(s) or contractor. Under such circumstance(s), BSCL shall resort to any procedure deemed fit for execution/completion of the work

no claim in any manner by any bidder or the contractor shall be entertained/ accepted by BSCL.



Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly

RFP PART– 1: SECTION –IV
GENERAL CONDITIONS OF THE RFP/CONTRACT

1.1. Instructions for Online Bid Submission

1. Instructions to the Bidders to submit the Bids online through the procurement portal <http://etender.up.nic.in>
2. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/Bidders on the e-Procurement/e-tender portal are prerequisite for e- tendering.
3. Bidder should register for the enrolment in the e-Procurement site. During enrolment/registration, the Bidders should provide only valid and true information. 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. The registered DSC only should be used by the Bidder in the transactions and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. 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.
8. It shall be deemed that the Bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete Bid shall stand rejected.
9. 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.
10. The Bidder has to digitally sign and upload the required Bid documents 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.
11. The Bidder has to upload the relevant files required as indicated. In case of any irrelevant files, the Bid may be rejected.
12. The Priced-Bid/BOQ template shall not be modified /replaced by the Bidder; else the Bid submitted is liable to be rejected for the tender.
13. The Bidders are advised to submit the Bids through online e-tendering system to the Tender 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.

The evaluation of the Bids will be completed in 2 Steps

- A. Step 1 – Opening of Technical Bids and Technical Evaluation.**
- B. Step 2 – Opening of Financial Bids of technically qualified Bidders**

- a) The entire Bidding process has been explained elaborately in clause 1.1 of Section-I of this RFP document.
- b) The Successful Bidder shall be issued Letter of Intent (LoI). After issuance of the LoI in writing and acceptance of the same by the Successful Bidder within 7 (seven) days from the date of receipt of Letter of Intent (LoI), the Successful Bidder shall submit the required Performance Security and enter into a Concession Agreement with BSCL within 10 (ten) days from the date of issuance of the LoI.

1.2. Fee and Deposits to be paid by the Bidder

1.2.1 Earnest Money Deposit

- (i) The Bidder has to submit EMD online/ BG (Bank Guarantee) along with the Bid of Rs 5,00,000 only through online transfer to qualify himself for Technical evaluation.
- (ii) The EMD of the unsuccessful Bidder shall be returned after the signing of the Concession Agreement.
- (iii) Any Bid/ Bid submitted without the EMD as specified shall be summarily rejected.
- (iv) The EMD of Bidders whose Bid is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, shall be returned/refunded within a period of sixty (60) days from the date of intimating the rejection of the Bid by BSCL to the Bidder. The EMD shall be forfeited by BSCL, in the following cases:
 - a) If the Bidder withdraws his Bid/ Bid after Technical Bid opening and during the Bid Validity Period.
 - b) If the Successful Bidder fails within the specified time limit to sign the Concession Agreement.
 - c) If the Successful Bidder fails within the specified time limit to furnish the required Performance Security.

Note: The financial Bid of the technically qualified Bidder will be opened in the presence of Bidders who chose to attend. As per this RFP, the financial Bid of all the technical qualified Bidders will be compared and the Bidder who has quoted the maximum revenue that they can share with BSCL per month will be marked H1 and subsequently H2, H3 etc. If two or more Bidder quoted same value of revenue sharing in financial Bid then the Bidder has maximum successfully implemented projects in past 7 years in technical evaluation will be declared H1. EMD of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed with the Successful Bidder, and BSCL. The "EMD" of the other Bidders would be returned within 60 (Sixty) day of opening of Financial Bids. The EMD of the Successful Bidder shall be retained till the Concession Agreement is signed and shall be forfeited if he fails to deposit the requisite Performance Security within the stipulated time.

1.2.2 Performance Security

The Successful Bidder/ Concessionaire, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide a Performance Security of INR 50 Lakhs (Indian Rupees Fifty Lakhs Only) including EMD to BSCL within 10 (Ten) days of issuing of the Letter of Intent from the BSCL in the format provided in section IV. The Performance Security shall be submitted in the form of FDR/Bank Guarantee pledged in favor of **CEO, Bareilly Smart City Ltd, Bareilly or Amount deposit through online payment in the name of Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400** or through Online at the time of signing the agreement including EMD deposited along with the bid

submission.

Bids for Bidders

Bidder shall quote his Bid for all the locations of the Smart Advertisement Boards mentioned in this RFP document. Quoting for optional location may lead to disqualification for the Bidder.

1.3 Due Diligence, Inspection and Investigation

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the Project and Project sites and information/ data provided by BSCL in this RFP Document, when they submit the Bid. Interested Bidders are advised to visit and inspect the proposed sites at their own expense. Failure to investigate all the sites, where-upon the Smart Advertising Boards shall be constructed or their subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after submission of his Bids/Proposal nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project and its operation & maintenance for the entire concession period.

1.4 Right to Reject Bids

BSCL reserve the right to reject any / all Bids including the highest Revenue Sharing Bid or withdraw the invitation of the Bid at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation/ liability upon BSCL of any type whatsoever.

1.5 Misrepresentation / Fraud / Breach of Terms and Conditions

If it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this Bid/ Bid, the Bid/ Bid will be cancelled by BSCL. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

1.6 Disputes

Any issue, difference of opinion, or dispute between any Successful Bidder and the Authority (BSCL) pertaining to any aspect of the present Bidding process, shall be settled within jurisdiction at Bareilly.

1.7 Bidding Procedure and Schedule

1.7.1 Pre-Bid Meeting

- a) The Bidder or his authorized representative is invited to attend a Pre-Bid Meeting, which shall take place at the office of BSCL.
- b) The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.

1.7.2 Amendment of RFP

- a) At any time prior to the Bid Due Date, BSCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document through the issuance of Addenda/corrigendum.
- b) In order to give the Bidders reasonable time to take an Addendum into account, or for any other reason, BSCL may, at its discretion, extend the Bid Due Date.

- c) BSCL, at its sole discretion, retains the right, but is not obliged, to extend the Bid Due Date by issuing an Addendum.

1.7.3 Preparation and submission of Bid

- a) Bidders shall furnish the information strictly as per the formats given in section –IV of this document without any ambiguity. BSCL shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.
- b) All Bids shall be signed by the duly “Authorized Signatory” of the Bidder.
- c) All signatures in the Bid documents shall be dated.
- d) Any firm which submits or participates in more than one Bid for the said Project shall be disqualified.

1.7.4 Language and Currency

- a) The Bid and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid/ Bid is in any other language, the same will be supported by an English translation (duly authenticated).
- b) The currency for the purpose of the Bid/ Bid shall be Indian National Rupee (INR).

1.7.5 Bidder’s Responsibility

- a) It would be deemed that prior to the submission of Bid, the Bidder has made a complete and careful examination of:
 - 1.The requirements and other information set forth in this RFP document.
 - 2.The various aspects of the Project including, but not limited to the following:
 - I. The existing facilities and structures (if any), access roads and public utilities in the vicinity of the Project;
 - II. All other matters that might affect the Bidders performance under the terms of this RFP document, including all risks, costs, liabilities and contingencies associated with the Project.
- b) BSCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Bids that are not substantively responsive to the requirements of this RFP document shall be rejected.

1.7.6 Facility Visit

- a) The Bidders prior to submitting their Bid/ Bid for the Project, are expected to visit and examine the Project sites and surroundings at his/her own expenses, the land to be offered by BSCL “as is where is” basis and ascertain on their own responsibility, information, technical data, traffic data, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.
- b) It shall be assumed that all these factors were accounted for by the Bidder while quoting his Bid. The Bidder shall be deemed to have full knowledge of the proposed sites whether he inspects it or not.

1.8 Left Blank Intentionally

1.9 Modification and Withdrawal of Bids

- a) No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date.
- b) Withdrawal of a Bid during the interval between Bid Due Date and expiration of the Bid Validity Period would result in forfeiture of the EMD.
- c) BSCL reserves the right to reject any Bid, if

- I. It is not signed.
- II. The information and documents have not been uploaded as requested and in the formats specified in the RFP.
- III. There are inconsistencies between the uploaded Bid and the supporting documents.
- IV. It provides the information with material deviations.

Note: A material deviation or reservation is one:

- i. which affects in any substantial way, the scope, quality, or performance of the Project, or
 - ii. which limits in any substantial way, inconsistent with the RFP document, **BSCL's** rights or the Bidder's obligations, or
 - iii. Which would affect unfairly the competitive position of other Bidders" presenting substantially responsive Bids.
- V. No request for modification or withdrawal shall be entertained by BSCL in respect of such Bids.

1.10 Evaluation of Bids

The evaluation will be done in 2 Steps as explained below:

- a) In Step-I, scanned copy of RFP Tender fee, EMD and Affidavit of Correctness of Bid shall be checked. Bids without the appropriate EMD, Tender fee and Affidavit shall be rejected. The Technical Bids of only those Bidders whose EMD, Tender fee and Affidavit are found correct shall be then downloaded and evaluated and there after technically qualified Bidders shall be qualified for the financial opening.
- b) In Step-II of evaluation, the Financial Bids shall be downloaded and evaluated. The financial Bid of the technically qualified Bidders will be opened in the presence of Bidders who chose to attend. As per this RFP, the Financial Bid of all the technical qualified Bidders will be compared and the Bidder who has quoted the maximum revenue that they can share with BSCL per month will be marked H1 and subsequent Bidders as H2, H3 etc. This revenue sharing is the combined value for all the Smart Advertising Boards. EMD of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed with the Successful Bidder, and BSCL. The "EMD" of the other Bidders would be returned within 60 (Sixty) day of opening of Financial Bids. The EMD of the Successful Bidder shall be retained till the Concession Agreement is signed and shall be forfeited if he fails to deposit the requisite Performance Security within the stipulated time.
- c) Financial Bids of Bidders who do not qualify the Step-I of evaluation shall not be opened.

1.11 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. BSCL will treat all information submitted as part of all Bids in confidence and will insist that all who have access to such material treat it in confidence. BSCL will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

1.12 Code of Integrity

Any person participating in the procurement process shall, -

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Impairing or harming or threatening to indulge in any coercion including to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other Procuring Entity.

1.13 Conflict of Interest

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered to be in conflict of interest with one or more parties in this Bidding process if, including but not limited to:

- a) Receive or have received any direct or in direct subsidy from any of them; or
- b) Have the same legal representative for purposes of this Bid; or have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this Bidding process; or
- c) The Bidder participates in more than one Bid in this Bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- d) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or
- e) The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract.

1.14 Acceptance of the Bid

- a) BSCL shall issue Letter of Intent (LoI) to the Successful Bidder for the Project.
- b) The Successful Bidder is required to send his acceptance on the LoI issued within seven (7) days from the date of its receipt.
- c) BSCL shall retain the right to withdraw the LoI in the event of the Successful Bidders failure to accept the LoI within the time limit specified in the above clause.
- d) In this event, BSCL shall forfeit the EMD of the Successful Bidder.

1.15 Execution of Concession Agreement

- a) The Successful Bidder is required to sign the Concession Agreement within 10 (Ten) days from the issuance of the Lol but prior to signing of the Concession Agreement, the Successful Bidder/Concessionaire must submit the required Performance Security within the specified time.
- b) The cost of stamp duty for execution of Concession Agreement, registration charges and any other related Legal Documentation charges and other incidental charges shall be borne by the Successful Bidder.
- c) In case of failure to sign the Concession Agreement within the stipulated time, BSCL shall retain the right to cancel the Lol and forfeit the Successful Bidders EMD and any other amount deposited till that time without being liable in any manner whatsoever to the Successful Bidder.

1.16 Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done in 2 decimals places, with the third digit of 5 or above rounded up and below 5 belong down except in Fee calculation which shall be rounded off to nearest Rupee Hundred (100).

1.17 Ambiguities within Agreement

In case of ambiguities or discrepancies or conflict within this Agreement if the principle of harmonious construction relating to the interpretation of statutes and construction of deeds is not possible or results in absurdity then the following principles shall apply:

- a. Between two Articles or more of this Agreement, the provisions of specific Article relevant to the issue under the consideration shall prevail over Article; and
- b. Between the Articles and the Schedules, the Articles shall prevail, save and except as expressly provided in the Articles or the Schedules; and
- c. Between the written description on the Drawings and the Specifications and Standards, the latter shall prevail; and
- d. Between the written description on the Drawing and the specific written dimension, the latter shall prevail; and
- e. Between any value written in numerals and that in words, the later shall prevail. And
- f. Between the former part and later part, the later shall prevail;
- g. Between this document & any documents, the later shall prevail;

1.18 Concession

1.18.1 Grant of Concession

Subject to and in accordance with the terms and conditions as agreed herein, the Concessioneing Authority hereby grants the Maximum Revenue sharing as quoted in Financial Proposal of RFP document by the concessionaire, commencing from the Compliance Date, including the exclusive right, license, authority and authorization during the subsistence of this Agreement, including extension thereof, to develop, upgrade, operate, maintain, and manage the Project and enjoy its benefits for the Concession Period. Subject to and in accordance with the terms and conditions set forth in this Concession Agreement, the Concession hereby granted shall entitle the Concessionaire, the exclusive right and authority to undertake the following in accordance with the provisions of this Concession Agreement, the Applicable Laws and the Applicable Permits:

- a. To upgrade and implement the Project as per the Scope of Work of the Project more specifically mentioned in section II and the Schedules of this Concession Agreement;

- b. To construct, install finance, operate, manage, maintain and regulate the use by Third Parties of the Project, to be precise the Smart Advertising Boards which more fully and specifically already agreed herein clearly and unambiguously by the Parties.
- c. To enjoy complete and uninterrupted access and license to the Project Site for a period that shall be co-terminus with the Concession Agreement.
- d. To have access and liberty to develop, upgrade, finance, operate and maintain the proposed Project Sites with the associated facilities and services at the project sites during the Concession Period in accordance with the provisions of this Concession Agreement & Schedules thereof. Any development made by the Concessionaire on the specified Project sites/proposed site in respect of the Project shall be deemed to be the property of the Concessioning Authority and the Concessionaire clearly admits hereby specifically that it has and shall not have any right, title or interest whatsoever in nature at any point of time with regard thereto.
- e. Exclusive right and authority, during the Concession Period, to carry out the specified activities in relation to the Project;
- f. License the use of the Project to determine, demand, levy, collect, enforce, retain and appropriate Commercial Charges and to periodically revise the same in conformity with the market rates.
- g. Manage, operate and execute rights over all or any part of the Assets without any limitation or restriction other than those expressly set out in this Concession Agreement;
- h. To fulfil its obligations under this Agreement, undertake activities by itself, without appointing any contractors, sub-contractors etc;
- i. Arrange for all the clearances from the Competent Authority for the executing the Project and the Concessioning Authority in no way shall be liable for the same.
- j. Responsibility of taking all necessary approvals for development lies with the Concessionaire. Nevertheless, Concessioning Authority without any binding obligation may provide limited assistance upon written request from the Concessionaire. Shall arrange statutory clearance(s) from the Concessioning Authority and concerned agencies for removal of existing trees, if any, from the Project sites, if so required in accordance with the applicable Environmental Legislation in accordance with the principles of 'Sustainable Development'.
- k. Exercise such other rights as the Concessioning Authority may determine as being necessary or desirable for the purposes incidental and necessary for constructing, installing, financing, implementing, managing, operating, running & maintaining the Project.
- l. Bear and pay all expenses, costs and charges incurred in the fulfilment of all the Concessionaire's obligations under this Agreement; and
- m. The right to carryout advertisement and/or any other commercial activities, to be carried out by the concessionaire shall be subject to prior written approval by the Concessioning authority as well as other Statutory Authorities and/or Competent Authority.
- n. Nothing contained herein, including the act of granting permission to upgrade the Project at the designated area shall vest or create any right, title and interest in the Project or any part thereof including any permanent construction or installation etc. as well as installed in the structure of the Project, in favor of the Concessionaire or any person claiming through or under the Concessionaire. The Concessionaire shall not in any manner sell, transfer, assign, mortgage, charge, pledge, create lien or otherwise encumber or deal with the Project in any manner whatsoever save and except permitted hereunder. The Concessionaire acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement.

1.18.2 Actions in Support of the Concession

- a) The Concessioneing Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms of this Concession Agreement.
- b) For the purpose of Financing the Project, the Concessionaire shall have the right to mortgage, hypothecate, transfer, assign or otherwise encumber to Lenders its rights and interests under or pursuant to this Concession Agreement including without limitation to its rights in and to (i) the Project Agreements
- c) cash flows generated, by the Concessionaire, through this Project and to create a security in such rights and interests in favor of the Lenders. However, it is also clarified that the Concessionaire shall not be entitled to mortgage any right, title or interest in respect of any movable and immovable asset as well as tangible
- d) and/or intangible assets, which is a part of the Project or Smart Advertising Boards or site, which has already been excluded expressly herein.
- e) The Concessioneing Authority undertake not to terminate or repudiate this Concession Agreement prior to the expiry of the Concession Period otherwise than in accordance with the provisions of this Agreement;
- f) The Concessionaire shall take all necessary approvals/ licenses from the Competent Authority.

1.18.3 Concession Period

- a) The Concession Period for “the Project” shall be Five years from such date (the “Concession Period”) and during which the Concessionaire is mandated to develop the Project and to operate & maintain the Project in accordance with the provisions hereof. For the avoidance of doubt, the Concession Period shall include the Implementation and execution Period. Provided that in the event of early Termination and/or extinguishment, the period of Agreement shall be limited to the period commencing from the Compliance Date and ending with the Termination Date, in accordance with the provisions agreed hereunder.
- b) It is hereby made clear that:
 - I. In the event of the Concession Period being extended by Concessioneing Authority beyond the said period in accordance with the provisions of this Concession Agreement, the Concession Period shall include the period/ aggregate period by which the Concession is so extended, and
 - II. In the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Compliance Date and ending with the Termination and/or extinguishment. At the end of the Concession Period or sooner termination of this Concession Agreement for any reason whatsoever, all rights given under this Concession Agreement shall cease to have effect from such termination date and the Smart Advertising Boards along-with all the Assets brought in by the Concessionaire during the subsistence of this Concession Agreement, in good and operational condition, shall remain to with the Concessioneing Authority without any obligation of Concessioneing Authority to pay or adjust any consideration or other payments to the Concessionaire.

1.18.4 Implementation Period

- a) The “**Implementation Period**” or “**Time for Completion of Implementation**” shall be a period of **6 (Six) months** from signing of concession agreement. Wherein the Concessionaire shall be required to comply with the following obligations:

Take all necessary/ mandatory clearances, permits etc which are required for commencing the

construction, installation Smart Advertising Boards, so that all such conditions have been satisfied in full, and all such Clearances, Permits, etc. are in full force and effect.

- b) Even though the completion period is six month, the Concessionaire will have to follow following Milestones:

S. No.	Completion period from the date of signing of concession agreement	Stage wise Progress of work individual Smart Advertising Boards to be considered to assess completion/ achievement of the Mile stone
Milestone 1 25% of work completion	Within 45 days	All Civil works
Milestone 2 50% of work completion	Within 90 days	Supply of Smart Advertising Boards
Milestone 3 75% of work completion	Within 135 days	Installation of Smart Advertising Boards at site and completion of all fitting and fixtures
Milestone 4 100% of work completion	Within 180 days	Completion of all works including electrical connection and commissioning of the Smart Advertising Boards

- c) In the event that implementation completion is not achieved for any reason other than Force Majeure or reasons attributable to the Concessioneing Authority or any Competent Authority, the Concessionaire shall pay to the Concessioneing Authority damages for delay beyond the date of mile stone, Rs.5000 (five thousand rupees) per day for every day of delay and up to maximum limit of performance security. The penalty shall be decided on pro rata basis.
- d) In the event that completion does not occur within 180 (one hundred eighty) days from the date of agreement, the Concessioneing Authority shall be at absolute liberty to encash the Performance Security and to terminate this Concession Agreement, in accordance with the provisions of this Agreement. Provided that instead of terminating this Agreement, the Concessioneing Authority at its sole liberty may extend the time for achieving implementation completion on such terms and conditions as it deems fit in its sole discretion.

1.18.5 Extension of Time

- a) The Concessionaire shall apply for an extension of the time for Completion of Implementation if it is or shall be delayed either before or after the time for Completion of Implementation, by any of the following causes:
- i) A Variation of quantity of Smart Advertising Boards
 - ii) A Force Majeure Event;
 - iii) Any delay, impediment or prevention by the Concessioneing Authority;
 - iv) Any delay caused by Competent Authorities.

1.18.6 Conditions Precedent

Subject to the express terms herein, limited aspects of the Implementation Period when commenced

and any legitimate rights arising in law, the rights and obligations under this Concession Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out in Articles 1.18.6.1 and 1.18.6.2 on or before the expiry of a period of 45 (Forty Five) days from the date of Concession Agreement (also referred as "**Proposal Acceptance Date**") . However, the Concessioneing Authority may at any time at its sole discretion and in writing, waive fully or partially any of the Conditions Precedent of the Concessionaire.

1.18.6.1 Conditions Precedent for compliance by the Concessioneing Authority

The Concessioneing Authority shall have:

- a) Hand over to the Concessionaire the possession of the Proposed sites free from Encumbrances, within a period of 30 days from the date of agreement.
- b) Constituted a BSCL Maintenance Board/committee, the constitution and function of which is specified in Article 1.27, within 3 weeks from the Proposal Acceptance Date, for the approval of the Project Report of the Smart Advertisement Boards, to be furnished by the Concessionaire; Carried out inspection with the representatives of Concessioneing Authority, and Concessionaire of the Smart Advertising Boards and prepared a detailed report on land, to be used by the Concessionaire for the development, execution & implementation of the Project.
- d) Issued government orders or gazette notifications as necessary for implementing the Project.
- e) Done consequential and incidental works required for hassle free implementation & execution for the project.

1.18.6.2 Conditions Precedent for compliance by the Concessionaire

The Concessionaire shall have:

- a. Submitted the Project Report including complete drawings of the Smart Advertising Boards to Concessioneing Authority, and Board/Committee, within a period of 30 (thirty) days from the Proposal Acceptance Date;
- b. The Project Report submitted so should include a comprehensive technical detail of the various facilities proposed to be used in the project
- c. Incorporated the comments/ observations (if any) on the Project Report of the Smart Advertising Boards, as proposed by the BSCL Maintenance Board/Committee, Concessioneing Authority and submitted for approval, within a period of 15 (fifteen) days from the date of receipt of comments/ observations from the BSCL, Board/Committee. The parties agree that that the Concessionaire shall not start the Implementation until, unless the BSCL, Concessioneing Authority approves the Project Report of the Smart Advertising Boards again after carrying out necessary comments/ observations (if any), in writing.
- d. Submit the Total Project Cost to the Concessioneing Authority for perusal;
- e. Achieved Financial Closer and delivered complete Financial Package to the Concessioneing Authority that Financial Closer has been accomplished.
- f. Provided an undertaking that all of the Representations and Warranties of the Concessionaire are true and correct as on date of this Agreement and as on the Compliance Date and thereafter;
- g. Provided to the Concessioneing Authority copies to be certified as true copies by a duly authorized officer of the Concessionaire of its constitutional documents;
- h. Provided to the Concessioneing Authority to be certified as true by the Director of the Concessionaire of all resolutions, explanations adopted by the Board of Directors of the Concessionaire authorizing the execution, delivery and performance of this Agreement by the Concessionaire;

1.18.6.3 Obligations to satisfy Condition Precedents

- a. Each Party hereto shall use all reasonable endeavours at its cost and responsibility to procure the satisfaction in full of its respective Conditions Precedent as set out above within 45 (forty-five) days of Proposal Acceptance Date.
- b. Upon satisfaction in full of all Conditions Precedent for a Party, the other Party shall forthwith issue to such Party a Certificate of Compliance with Conditions Precedent to be marked as the “Certificate of Compliance”.
- c. The date of issue of Certificate of Compliance to the Concessionaire or the Concessioneing Authority shall be the Compliance Date, whereupon the obligations of the Parties under this Concession Agreement shall commence and whereon the Concessioneing Authority shall issue the Notice to Commence work to the Concessionaire. However, it is being clarified here that any work of whatever nature, which the Concessionaire elects to carry out prior to the Proposal Acceptance Date including investigations, surveys etc shall be entirely at the risk and cost of the Concessionaire. Also, the Concessionaire shall not be permitted to commence the work at any part of proposed sites prior to the issuance of Notice to Commence.
- d. Each Party shall bear its respective costs and expenses of satisfying such Conditions Precedents unless otherwise expressly agreed in this Agreement.

1.18.6.4 Non-fulfilment of Conditions Precedent

- a. In the event that any of the Conditions Precedents relating to the Concessionaire have not been fulfilled within the time stipulated so, and the Concessioneing Authority, has not waived them fully or partially in writing, this Agreement shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and Concessioneing Authority shall not be liable to any and/or claims, whatsoever in nature, any manner whatsoever to the Concessionaire or persons claiming through or thereunder.
- b. In the event the Concessioneing Authority has terminated this Agreement under Article 1.18.6.4 due to non-fulfilment of Conditions Precedent by the Concessionaire, the Concessioneing Authority shall not be liable in any manner whatsoever to the Concessionaire or its contractors, agents and employees. In addition to this, the Concessioneing Authority shall forfeit the Performance Security submitted before the signing of the Concession Agreement, by the Concessionaire.
- c. Instead of terminating this Agreement as permitted herein above, the Parties may extend the time for fulfilling the Conditions Precedent by mutual agreement in writing.

1.19 Commercial Consideration

1.19.1 Revenue Sharing

- i. The Bid Variable of this RFP shall be Revenue Sharing per month, in Lump Sum for all 25 Smart Advertising Boards, from the Revenue collected by the Concessionaire from the advertisements.
- ii. Revenue sharing (Lump Sum basis) will commence from the month in which the Smart Advertisement Boards would be commissioned even before the implementation period (i.e. work completion period). In such cases revenue sharing for the month will be on Pro rata basis.
- iii. Revenue sharing after the implementation period (i.e. work completion period) shall be for all 25 Smart Advertisement Boards whether or not the work is completed by the bidder subject to the force majeure clause.

- iv. The Concessionaire shall have to maintain all the record of tariff collection and Advertisement display collection of Smart Advertisement Boards and the same will be shared with the Concessioneing Authority on every quarter of the year.
- v. After completion of concession period the Concessioneing Authority may extend this Agreement by amending and/or modifying the terms & conditions subscribed hereunder in writing as mutually agreed.
- vi. 10% of the advertisement time duration will be reserved for BSCI/ Government communications/ Advertisements and will be given without any cost to BSCL.

1.19.2 Performance Security

- i. The Concessionaire shall ensure that for the entire Concession Period, it will maintain a Performance Security of the amount prescribed herein this document.
- ii. The Performance Security shall be from a scheduled bank approved by the Concessioneing Authority, payable at Bareilly.
- iii. Upon occurrence of a Concessionaire's event of Default, the Concessioneing Authority shall, without prejudice to its other rights and remedies hereunder and/or in law, in addition thereto be entitled to encash and appropriate relevant amounts from the Performance Security as part of damages. Upon such encashment and appropriation from the Performance Security the Concessionaire shall, within 10 (Ten) days thereof, provide a fresh Performance Security, within the time so granted by the Concessioneing Authority, failing which the Concessioneing Authority shall be entitled to terminate this Agreement in addition to right to recover the amount as well as interest pendent lite at the rate of 18 % Per Annum in accordance with applicable laws for the time being in force.
- iv. The validity of the performance security shall be 60 days after the completion of all the concession agreement obligation including operating/maintenance period i.e. 60 days beyond the concession period of 5 years.

1.20 Obligations of The Concessionaire During Implementation Period

1.20.1 General Obligations

- i. Obtain any and/or all permits, necessary approvals, clearances and sanctions from the Competent Authority (ies), as and when they may be required, for the Concessionaire and its employees to perform their obligations under this Concession Agreement;
- ii. Carry out the Works strictly in accordance with the Project Report approved by the BSCL/Maintenance Board/Committee/Concessioneing Authority/ Competent Authorities, provisions of this Concession Agreement and the Schedules of this Concession Agreement, and all works incidental & consequential to this Concession
- iii. Agreement but which may be required to be necessary for safe, reliable and efficient implementation and operation of the Project;
- iv. Be responsible from the date of issue of "Notice to Commence" for all liabilities arising out of furnishing, implementation, operation, execution and maintenance of the Project and consequences there to as well as maintenance of quality of the display.
- v. vii) To ensure that no damages are caused to the existing roads, drainages systems etc.
- vi. ix) The Construction shall not obstruct traffic, pedestrian movement, and should not cause bottleneck in the area.

- vii. xix) The Concessionaire should acknowledge and recognize hereby that time is of the essence of this Agreement and any violation there to on its part shall raise a valid ground for termination on the part of the Concessioneing Authority.
- viii. xx) Shall be absolutely responsible for maintenance of hygiene and environmental law compliances as well as the usages and consequences of such usage by the third parties.

1.21 Operations And Maintenance

1.21.1 Commencement and Duration

The Operation and Maintenance Period of the Project shall commence from the date of issuance of Implementation Completion Certificate and shall continue till the termination or transfer date, whichever comes, later.

1.21.2 Obligations of the Concessionaire during Operations and Maintenance Period

- a) The Concessionaire shall be responsible, at his own cost, for all the maintenance and repairs of the Smart Advertisement Boards, the related assets and its components. The Concessionaire shall also carry out rectification of any defects in the Implementation of any component of the Smart Advertisement Boards or during the Operations and Maintenance Period.
- b) The Concessionaire shall ensure Throughout maintenance of Solar Panels Installed, adequate electricity supply for proper lightings near the Smart Advertisement Boards From solar and connection. The supply shall be arranged and paid for by the concessionaire. BSCL may provide all assistance in getting various clearances from govt. agencies. Laying of electric cables / connection / payment of usage charges shall be the responsibility of the concessionaire.
- c) The Concessionaire shall ensure regular cleaning of the Smart Advertisement Boards and the Information panels as per the cleaning schedule.

1.21.3 Concession Agreement Completion Certificate

- a) Within 90 (ninety) days of the end of the Concession Period, the Concessioneing Authority shall issue the "Concession Agreement Completion Certificate". This certificate shall be issued after the Concessionaire submits to Concessioneing Authority, a request for issue of such certificate supported by sufficient evidence. The form shall be as approved by Concessioneing Authority, and shall include a detailed condition survey of the Smart Advertisement Boards including the Assets.
- b) The Performance Security furnished by the Concessionaire shall be released only after the issuance of the Concession Agreement Completion Certificate.

1.22 Termination for default

1.22.1 Concessionaire's Event of Default

Each of the following events or circumstances, to the extent not caused by a default of the Concessioneing Authority or Force Majeure, and if not cured within the "Cure Period" as subscribed by the concessionaire under other respective clauses of this agreement, the Concessioneing Authority, shall be at liberty to consider such failures as events of default by the Concessionaire.

1.22.2 Termination by Concessioneing Authority.

Without prejudice to any other right or remedies which the Concessioneing Authority may have under this Agreement, notwithstanding anything contained under Article 1.22.1 herein, upon occurrence of Concessionaire's event of default, or violation to the terms of the Agreement, the Concessioneing

Authority at an absolutely liberty and discretion shall have the right to terminate Concessioneing Agreement by giving 30 (thirty) days' notice to terminate this present in accordance and compliance with the provisions of this Agreement.

1.23 Termination Payment

1.23.1 Termination Payment for Termination by Concessioneing Authority

Upon Termination by the Concessioneing Authority on account of the Concessionaire' event of default & violation to the agreement, during the execution, implementation, Operations & Maintenance Period, the Concessionaire shall peacefully hand over the possession of the site with the facility & Smart Advertisement Boards including all its assets and appurtenance in working condition and the Performance Security shall be forfeited by the Concessioneing Authority.

1.24 Force Majeure

1.24.1 Force Majeure Event

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

- a. earthquake, flood, inundation and landslide
- b. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- c. fire caused by reasons not attributable to the Concessionaire or any of the employees, Contractors or agents appointed by the Concessionaire for purposes of the Project;
- d. acts of terrorism;
- e. strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Contractor;
- f. action of a Government Agency having Material Adverse Effect including but not limited to
 - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Facility or any part thereof or of the Concessionaire's or the Contractor's rights in Contractor's rights under any of the Project Agreements.
 - ii. any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Contractor in any proceedings which is noncollusive and duly prosecuted by the Concessionaire, and
 - iii. any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Concessionaire's or the Contractor's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Concessionaire or the Contractor as the case may be is bound.
 - iv. BSCL will not be responsible for any legal issue/ objectionable content displayed into the advertisements done by the concessionaire except approved and authorized by BSCL.
- g. early determination of this Agreement by BSCL for reasons of national emergency, national security or the national interest.

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

1.24.2 Obligations of the Parties

a) As soon as practicable and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the Project Engineer and the other Party of the same setting out, inter alia, the following in reasonable detail:

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

b) As soon as practicable and in any case within five (5) days of notification by the Affected Party in accordance with the preceding Clause 1.24.2 (a), the Parties along with the Project Engineer, and hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facility in order to:

- i. assess the impact of the underlying Force Majeure Event,
 - ii. to determine the likely duration of Force Majeure Event and,
 - iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.
- c) The Affected Party shall during the duration of Force Majeure event provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the Parties may reasonably require.

1.24.3 PERFORMANCE OF OBLIGATIONS

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

- a. due notice of the Force Majeure Event has been given as required by the preceding Clause 1.24.2(a);

- b. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facility as a result of the Force Majeure Event and to restore the Project Facility, in accordance with the Good Industry practice and its relative obligations under this Agreement;
- d. when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party and the Project Engineer written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- e. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;
- f. any insurance proceeds received shall, subject to the provisions of Financing Documents, be entirely applied to repair, replace or re-instate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

1.24.4 TERMINATION DUE TO FORCE MAJEURE EVENT

- a. Termination
 - i. If a Force Majeure Event, is an event described under Clauses 1.24.1 (a) to 1.24.1 (e) and 1.24.1(i), continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.
 - ii. If the Force Majeure Event is an event described in Clause 1.24.1(f), 1.24.1.(g) or 1.24.1 (h) and the Concessionaire having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Concessionaire shall be entitled to terminate this Agreement. Provided that the Parties may by mutual agreement, decide to continue this Agreement on revised terms or to terminate this Agreement, if the event described in 1.24.1(f), 1.24.1.(g) or 1.24.1 (h) subsists or is likely to subsist for a period exceeding 180 days, then either Party shall be entitled to terminate this Agreement. Provided further, BSCL may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under 1.24.1(f), 1.24.1.(g) or 1.24.1 (h)
- b. Termination Notice

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause 1.24.4 (a) (i) or (a) (ii), it shall issue Termination Notice setting out;

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

c. Obligation of Parties

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

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

d. Termination Payment

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

- i. If Termination is due to a Force Majeure Event, described under Clauses 1.24.1(a) to (e), no Termination Payment shall be made by BSCL to the Concessionaire but, the Concessionaire shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies.
- ii. If Termination is due to the occurrence of any event described under Clauses 1.24.1(f), 1.24.1.(g) or 1.24.1 (h), BSCL shall not pay any amount to the Concessionaire. Provided that the Concessionaire shall pay any amount due to and recoverable by BSCL from the Concessionaire as on the Termination Date.
- iii. If Termination is due to the occurrence of any event described under Clause 1.24.1 (i), DSCL shall not pay any amount to the Concessionaire. Provided that the Concessionaire shall pay any amount due to and recoverable by BSCL from the Concessionaire as on the Termination Date.

1.25 Dispute Resolution

1.25.1 Dispute Resolution

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy or conflict of whatsoever nature regarding the validity, interpretation, implementation or the rights, claims and obligations arising out of or touching the subject matter hereto or in relation to or arising under or in relation to this Concession Agreement between the Parties and so notified by either Party to the other Party (the **“Dispute”**) during, before and/or after the currency of this Agreement shall be attempted to be resolved through conciliation at first under the supervision of the CEO, BSCL within a period of 30 days from the date of the reference by the affected party, failing which the same shall be resolved in accordance with the procedure of the Arbitration. The place of Arbitration shall be at Bareilly. The Language of the proceeding agreed hereunder shall be English. It is further agreed hereby that the Adjudicator shall be appointed by the BSCL with consent of Concessionaire . Fees of Adjudicator will be shared by Concessioning Authority and Concessioner on 50:50 basis. Again failing which i.e. in the case of any disagreement by either of parties over the award of the Adjudicator the same shall be resolved in the court of Bareilly

1.26 Taxation And Confidentiality

1.26.1 Local Taxation

- a) The Concession Agreement shall include all charges towards import license, toll, customs duties, import duties, business taxes, etc., that may be levied in accordance with the applicable Laws for the time being in force on the Concessionaire's Equipment, Machinery and Materials (whether permanent, temporary or consumable) acquired for the execution of this Concession Agreement and on the services to be performed under this Concession Agreement. Nothing in this Concession Agreement shall relieve the Concessionaire from its responsibility to pay any tax that may be levied because of this Concession Agreement.
- b) Under the provisions of the Indian Income Tax Act, the Concessioneing Authority is required to deduct tax at source at the rates prevailing in case any payments are envisaged under this Concession Agreement.

1.26.2 Income Taxes on Staff

The Concessionaire's staff, Person and labour will be liable to pay personal income taxes in India in respect of their salaries and wages as chargeable under the laws and regulations for the time being in force, and the Concessionaire shall make such deductions in respect of such taxes as required by law.

1.26.3 Confidentiality

Neither of the Parties shall, at any time during before the expiry or post termination of this Concession Agreement, without the consent of the other Party, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly to carry out their duties), any information relating to the negotiations concerning the operations, contracts, commercial or financial arrangements or of the other Party or any proprietary information of the other Party. Information may be disclosed if required by law to any Person who is authorized by law to receive the same.

1.27 BSCL Maintenance Board/ Committee

1.27.1 Appointment

Within 10 (ten) days from the Proposal Acceptance Date, the Concessioneing Authority shall constitute a Maintenance Board/committee. The Maintenance Board shall consist of representatives of the following and any other member duly nominated by the Concessioneing Authority:

- (i) One Representative of the Bareilly Municipal corporation/ Nagar Nigam
- (ii) One Representative of the BSCL
- (iii) Executive Engineer of the Jal Nigam, Bareilly;
- (iv) 1 member of the Concessionaire.

Additional Chief Executive Officer (ACEO) BSCL shall act as ex-officio Chairman of the Maintenance Board.

1.28 Project Revenues And Considerations

1.28.1 Levy and Appropriation of Commercial Charges

- a) The Concessionaire shall levy, collect, appropriate Commercial Charges from the Users for the period in accordance with the provisions of this Agreement.
- b) Article on and from the Operations Date and until the last date of the Concession Period, the Concessionaire shall levy, collect, and appropriate Project Revenues/ Commercial Charges, as set out in Article 1.28.2,
- c) Negotiation on Bid Variable:
The client (BSCL) shall have the right to negotiate a higher Revenue share with the bidder. However, after both the parties (BSCL and the bidder) agree to the revenue sharing terms, no further negotiation on Bid Variable shall be done or can be demanded by the Concessionaire in any condition whatsoever. However, if there is a variation in number of Smart Advertisement Boards mentioned in these Bid Documents or the user charges are increased in the future, for whatsoever reason, the quoted Revenue Sharing (Bid Variable) of the Concessionaire shall be modified (increased or decreased) on pro rata basis.

Note: If any location of a Smart Advertising Boards is changed, then the BSCL shall provide an equivalent alternative location for that Smart Advertising Boards in consultation with the Concessionaire. No modification on this account shall be permitted/allowed in the Bid Variable.

1.28.2 Types of Project Revenue

a) Income from Users charge

The Concessionaire shall be allowed to charge for the users of Smart Advertisement Boards as per Clause mentioned in this RFP.

b) Income from Display of Advertisements

The Advertisement revenue shall be the source of revenue mechanism for the Concessionaire. The Concessionaire shall be entitled to lease out space on the Smart Advertisement Boards Units for displaying the Advertisements by third parties as specified in the specifications in the agreement. The advertisement to be displayed shall be subject to prior written approval by the Concessioneing Authority. The Concessionaire shall display the name & logo of BSCL at a prominent place on the Smart Advertisement Boards.

1.29 Transfer of Project

- a) Effective from the Transfer Date or the termination date, whichever is later, the Concessionaire shall transfer and assign all the assets and appurtenance of the project in optimum working and operating condition to the Concessioneing Authority or its nominated agency, as the case may be, free and clear from any charges, liens and encumbrances created by the Concessionaire of all the Concessionaires right, title and interest in and to the Works/ movable and immovable assets. The Concessionaire shall also deliver to the Concessioneing Authority or its nominated agency on transfer date or the termination date, whichever is later such project reports, manuals, plans, design drawings, reports, accounts and other information as may reasonably be required by the Concessioneing Authority or its

nominated agency to continue the operation of the Project either directly or by its nominated agency. The personnel of the Concessionaire may continue to be the employees of the Concessionaire subject to their written consent and the transfer of all the movable & immovable assets shall not in any manner affect their status as employees of the Concessionaire and they shall have no claim to any type of employment or compensation from the Concessioneing Authority or its nominated agency, which arises prior to such transfer.

- b) Till the Transfer Date, all risks Cost, consequences, claims shall lie with the Concessionaire for loss of or damage to the whole or any part of the Project, unless such loss or damage is due to an act or omission of the Concessioneing Authority in contravention of its obligations under this Concession Agreement.
- c) On completion of the transfer by the Concessionaire to the Concessioneing Authority, the Concessioneing Authority shall issue a „Concession Agreement Completion Certificate“ to the Concessionaire. The Concession Agreement Completion Certificate will have the effect of constituting evidence of transfer of all rights, titles and interests in the Project by the Concessionaire, and their vesting in the Concessioneing Authority.

1.30 Payment to BSCL

The agreed amount of revenue sharing between BSCL and the Concessionaire shall be paid through online payment mode in the name of **Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400** and no other payment mode will be accepted.

The revenue share payment has to be made to BSCL before 7th of every month failing to which penalty shall be levied on the bidder. And the penalty shall be applied as:-

Up to 4 days Rs.5000/- per day/per Board,
4-7 days Rs.7500/- per day/per Board
above 7 days Rs.10000/- per day/per Board.

RFP PART-1: SECTION-V

Scope of Work

1.1. Introduction

1. The system should be capable to deliver various type of Video display for traffic advice, route guidance and emergency messages to motorists, Dynamic information directly to people, to create awareness among the citizens about various Govt. Schemes & their benefits in real time and should be collocated within ICCC for central command control.
2. The Smart Advertisement Board (Outdoor LED display) should display text and graphic messages using Light Emitting Diode (LED) arrays.
3. The System should support Display characters in true type fonts and adjustable based on the Operating system requirement.
4. Outdoor Display controllers should continuously monitor the operation of the Smart Advertisement Boards (Outdoor Displays) via the provided communication network.
5. Operating status of the Smart Advertisement Boards (outdoor displays) should be checked periodically from the ICCC.
6. It shall be capable of setting an individual Outdoor Display or group of Outdoor Display's to display either one of the pre-set messages or symbols entered into the computer via the control computer keyboard or by another means.

#	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
1	Make	<to be provided by the bidder>	
2	Model	<to be provided by the bidder>	
3	System Requirements		
a.	The system should be capable to Deliver various type of Video display for, traffic advice, route guidance and emergency messages to motorists, Dynamic information directly to people, to create awareness among the citizens about various Govt. schemes & their benefits in real time.		
b.	The Smart Advertisement Board (Outdoor LED display) should display text and graphic messages using Light Emitting Diode (LED) arrays.		
c.	The System should support Display characters in true type fonts and adjustable based on the Operating system requirement.		
d.	Outdoor display controllers should continuously monitor the operation of the outdoor display via the provided communication network.		

#	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
e.	Operating status of the Smart Advertisement Board (Outdoor LED display) should be checked periodically from the ICCC.		
f.	It shall be capable of setting an individual outdoor display or group of outdoor displays to display either one of the pre-set messages or symbols entered into the computer via the control computer keyboard or by another means.		
4	Smart Advertisement Board (Outdoor LED display) application		
a.	Central control software allows controlling multiple outdoor display from one console.		
b.	Capable of programming to display all types of message/ advertisement. The system should have capability to divide outdoor display screen into multi-parts to display diverse form of information like video, text, still images, advertisements, weather info, city info etc.		
c.	Capable of controlling and displaying messages on outdoor display boards as individual/ group.		
d.	Capable of controlling and displaying multiple font types with flexible size and picture sizes suitable as per the size of the outdoor display.		
e.	Capable of controlling brightness & contrast through software.		
f.	Capable to continuously monitor the operation of the outdoor Display board, implemented control commands and communicate information to the ICCC via communication network.		
g.	Advertisement via centralized media server in Integrated Command Control Center via wireless Network		

1.2. Outdoor Smart LED Display Project

LED display plays critical role in developing "smart city", as it creates an integrated digital environment for various types of centralized content management ecosystem as a cost-effective solution for various information to the last mile beneficiaries.

It is an intelligent terminal that can be programmed for area specific usages, despite being in same network. It is much more than a display system. It's an intelligent step towards:

- Local business information, advertising & promotion, tourism promotion
- Basic city info, city program promotion, education
- Emergency warnings, emergency call, environment status billboards – pollution levels, power consumption

- d) services information
- e) Sensors - sensors tracking pollution levels
- f) General messaging
- g) Smart communication
- h) Deliver video & audio together which will be very useful
- i) Live speeches, Live events, Live sporting events etc.
- j) Real time announcements / broadcasts
- k) Educative and reformative value-based communication
- l) Crisp and brighter vis-à-vis conventional boards, that at times are monotonous.
- m) Social awareness messages

The Concessionaire will be responsible to integrate all the features via other Integrated Command Control Center components without any additional cost.

Though conventional large size displays (hoardings/sign boards) all over the town existing flex and board are not environment friendly hence needs to be replaced/upgrade with latest Smart Advertisement Board (Outdoor LED display) has been done in few cities in India. Further these have operational ease and address the dynamic requirements of the city.

The proposal is to replace traditional displays (hoardings/sign boards) with Smart Advertisement Board (Outdoor LED display). Primarily the total number of such Smart Advertisement Boards would be 25 units, spread in the various important places of Bareilly city with the capability to expand later.

1.3. Responsibility of Concessionaire

The smart advertisement boards (outdoor displays) will be installed in the premises as per direction of BSCL. The responsibility of the selected bidder will be at least but not limited to the work mentioned below: -

- a) The Bidder shall Install, Operate, Maintain the outdoor displays as per size and specifications enumerated in the tender, for a period of five years.
- b) The number of locations shall be 25 at present, which may be extended at the same terms and conditions from time to time.
- c) Nominate the project manager, who will be the single point of contact from the side of successful bidder, after placement of Letter of Intent (LoI).
- d) Supply, installation, testing, commissioning and maintenance of the displays at locations under this document, for which the BSCL will facilitate suitable place for mounting the display at the designated place/building/location, post bid.
- e) Supply, installation, testing, commissioning and maintenance of required material for establishment of electrical connectivity at each of the display locations under this document, for which the bidder has to get the electrical connection from the concerned department at the designated place/building/location at no extra cost.

- f) Establish a control centre at all the display locations under this RFP, for which the BSCL will facilitate to organize suitable place for control room at the designated place/building/location.
- g) Supply, installation, testing, commissioning and maintenance of all required active as well as passive equipment/ material/ accessories (whether part of bill of material mentioned in this document or not) required for installation of the display. BSCL will not be responsible for any additional payment against the same.
- h) Configuring and fine-tuning of subsystems to achieve overall optimal performance & operate & maintain throughout the contract period.
- i) The selected Bidder shall display content and or Display as per the directions of BSCL, the bidder shall not be allowed to display any contents and/or Displays, until otherwise allowed.
- j) The selected Bidder shall arrange all the related tools, equipment and Software to install and run the LEDs. This may include the following:
 - (i) Any civil construction work required for installation of LEDs
 - (ii) The Mounting Structures (Poles etc)
 - (iii) Electrical Earthing
 - (iv) Software to run the Content
- k) The selected Bidder shall be responsible to run the content in the LEDs Display Board. The electricity connection and further monthly electricity expenses incurred in running the LEDs shall be borne by the bidder.
- l) The bandwidth expenses incurred in running the LEDs shall be borne by concessionaire.
- m) The selected Bidder shall provide an end to end Digital Media Solution. The scope includes configuring the Digital Media Manager (DMM) Servers and Digital Media Player (DMP) and integration with ICCC (Integrated Command Control Center) to display the data..
- n) The Bidder shall also configure and manage the Hardware and operations software required to manage and run the contents of the screen.
- o) The selected Bidder shall ensure that the Display should be visible any time i.e. during the day light and in night-time and should work in all weather conditions.
- p) All charges towards installation and maintenance of the LED (including any maintenance charges of LED, except electricity, bandwidth & or any other taxes/charges) shall be borne by the selected Bidder.
- q) Project infra should support the latest technology.
- r) The detailed Scope of Work with respect to implementation of Smart Components is mentioned in the subsequent sections. However, following is an indicative scope of work for Bidder's reference;
- s) The number of equipment specified in the Bill of Material is minimum and It would be the responsibility of the Bidder to supply all the required products and equipment (active and passive) which are required to complete and deliver the services at the sites. It would be inclusive of but not exclusive to:
 - (i) Timely delivery to various locations as per the agreed timelines

- (ii) Transporting the items – with no extra / additional charges (road tax, excise, toll tax, insurance, etc.) would be considered for payment
- (iii) Safety – The Bidder would be responsible for maintaining adequate safety measure at the storage points. Depending upon the availability and suitability, appropriate location for storage. BSCL would not be responsible for any losses due to theft, fire or any exigencies in this regard
- t) The Bidder must not bid/supply any equipment that it likely to be declared end of sale within three years from the date of supply. The Bidder would have to replace any such equipment with latest or at least the equivalent configuration product from same OEM with no additional cost to BSCL
- u) Bidder must have highly qualified resources with experience in the field of ICT and Smart Components as envisaged in the RFP. Proposal must include copies of certifications and resumes for all resources who will be responsible for project execution throughout the Bidder period.
- v) The Bidder shall be responsible for preparation and submission of detailed UAT (User acceptance Testing) schedules/ procedures/ formats. After acceptance of UAT reports by BSCL, the entire infrastructure (including network) would be deemed to have been commissioned.
- w) The Bidder shall develop a plan to procure, install, and configure all the necessary items for the implementation of smart components in a timely fashion in different phases. There should be a tracker created and shared with BSCL that would track all the commissioning of the equipment, the timelines adhered to and the compliance to the requirements
 - (i) Integration Support
 - (ii) Helpdesk & FMS support
 - (iii) Provision of 24/ 7 Help Desk System for technical / operational support
 - (iv) Maintenance of IT/ Non-IT Infrastructure
 - (v) Providing Technical & Operational Manpower for seamless system operations

1.4. Training & Helpdesk Setup

Following is also part of scope of work of Contractor:(a) Development of training material for BSCL employees (b) training to be imparted to BSCL (c) Development of standard operating procedures with call prioritization guidelines, problem security codes and escalation procedures etc. in consultation with BSCL (d) Helpdesk related infrastructure.

1.5. Centralized Control Centre

Bidder are required to provide application software and APIs to integrate for managing and controlling the LED lights through a controller from a centralized location. The location for Centralized command and control centre shall be collocated within ICCC premises.

1.6. Planning, suggesting and submitting the System up-grade plan(s)

As we are aware, constant changes / updates happen in technology, and it is very important that the Smart Solution implemented by the Contractor keeps its pace with the technology. BSCL

would want the Contractor to submit a report, every 6 months, on the advancements available in technology to make the best use of the existing infrastructure. In this report, the Contractor can suggest certain improvements to make the operations more effective. Any upgradation / augmentation suggested by the Contractor would be analyzed by BSCL and appropriate decision would be taken. After "Go-Live" the major modifications or additions in the application shall be done through change management requests.

Over the period of the contract, even after the Go-Live of the system, the Contractor shall be responsible for carrying out software enhancement/development activities, as requested by BSCL. Any Software development / modification will need to pass through the following envisaged phase:

- a. Feasibility study / proposal for change
- b. Conceptualization of solution
- c. Requirement study
- d. Design
- e. Development
- f. Unit and Integration testing
- g. Regression Testing
- h. User acceptance testing
- i. Roll out

At each of the above phases, the Contractor would have the deliverables (including documentation) reviewed and approved by BSCL or its nominated agencies/ representatives. BSCL will approve all the deliverables; only then should the Contractor shall commence with the next course of action. Software modifications / development will be considered completed only after formal acceptance provided by BSCL.

1.7. Capacity Building

Contractor will prepare all the requisite audio/visual training aids that are required for successful completion of the training for all stakeholders. Training methodologies include Computer based training modules, Video (recorded sessions) for portal functionality, Presentations, User manuals, Operational and maintenance manuals for Smart Components implemented, Regular updates to the training aids prepared under this project.

1.8. Annual Maintenance Contract Period

The Contractor shall follow the following Annual Maintenance guidelines:

- (i) The Contractor must adhere to the annual maintenance policies and procedures, as applicable from time to time, for managing and operating the entire project. This includes (but not limited to) responsibility for appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the project throughout the entire Annual Maintenance period, approach related to manpower, resources, vendor management, security, customer service, repair and maintenance and other primary functions, training programs to staff, user manuals, technical manuals, financial management, risk management, life/safety

management, employee management and administrative policies and procedures. It also includes the key elements of a management plan for this project to include considerations for cost containment/ expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, enhanced economic impact generation to the key this project operational characteristics

- (ii) Contractor will be responsible for appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the project throughout the entire AMC period. Contractor will maintain all equipment installed at Command & Control Center. Day to day operations at Command and Control Center will be monitored and operated by BSCL. Timely rectification of all the hardware and software issues will be the responsibility of the Contractor.
- (iii) After implementation period of 6 months & Warranty Period of 5 years, Annual Maintenance Contract (AMC) period will be for a period of 5 years.
- (iv) The Contractor shall provide warranty for all the hardware items and peripherals, both on field and inside the Command and Control Center. After completing life of equipment, the Bidder must replace them with new hardware / software of same or better specifications free of cost throughout the period. During the period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.
- (v) The Contractor shall provide maintenance service for all devices, equipment and its related hardware, software, electrical and network infrastructure components supplied for this project. This involves maintenance of all component covered under the Contract Agreement, including configuration of desktops, switches, LED and various other active and passive components along with repair, replacement of parts, sensors, providing spare parts, updating, security alerts and patch updating, regular backup of the data etc.
- (vi) The Contractor shall ensure that the instruction manuals, technical manuals and user manuals supplied by the manufacturer/ OEMs/ Contractor are referred, referenced, reviewed and maintained up-to-date at all times.
- (vii) All patches and updates to any software and hardware devices shall be provided by the Contractor without any additional costs.
- (viii) BSCL reserves the right to ask for replacement of any hardware, software and network components if it is not from approved OEM and does not conform to the specification/requirements specified in the RFP document.
- (ix) After completing life of equipment, the Contractor must replace them with new hardware / software of same or better specifications free of cost throughout the contract period.
- (x) During the AMC period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.
- (xi) The AMC also covers the specific AMC activities mentioned under scope of work.

1.9. Warranty

- (i) Contractor shall provide warranty for 5 years from the date of Go-Live for the infrastructure deployed on the project. Contractor need to have OEM support for these components and documentation in this regard need to be submitted to BSCL on annual basis.

- (ii) Contractor shall provide the manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. Contractor must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.
- (iii) Contractor shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP.
- (iv) Contractor is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP. During the warranty period Contractor shall replace or augment or procure higher-level new equipment or additional licenses/hardware at no additional cost to the BSCL in case the procured hardware or software is not enough or is undersized to meet the service levels and the project requirements. During the warranty period BSCL shall maintain the systems and repair/replace at the installed site, at no charge to BSCL, all defective components that are brought to the Contractor's notice.
- (v) The Contractor shall carry out Preventive Maintenance (PM) of all hardware and testing for virus, if any, and should maintain proper records at each site for such PM. The PM should be carried out at least once in six months as per checklist and for components agreed with BSCL.
- (vi) The Contractor shall carry out Corrective Maintenance for maintenance/troubleshooting of supplied hardware/software and support infrastructure problem including network (active/passive) equipment, security and rectification of the same. The Contractor shall also maintain complete documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems in centralized repository, accessible to BSCL team as well.
- (vii) Contractor shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
- (viii) Contractor shall ensure that the warranty complies with the agreed technical standards, security requirements, operating procedures, and recovery procedures.
- (ix) Contractor shall have to stock and provide adequate spare parts and spare component to ensure that the uptime commitment as per SLA is met.
- (x) Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).
- (xi) The Contractor shall introduce a comprehensive Assets Management process & appropriate tool to manage the entire lifecycle of every component of Smart City implementation.

1.10. Revenue proposition for BSCL

BSCL will show commercial spots in these displays on revenue model.

- (i) The 100% advertisement rights would be restricted with the concessionaire & the concessionaire shall get the advertisements approved from the BSCL before Go-Live.
- (ii) BSCL will make a 5 members committee to organize the entire project, in which one technical person would be from the successful bidder.
- (iii) The total available time would be divided in different slots & could be allotted to interested vendors.

- (iv) BSCL will have the authority of displaying ads for 5 min each hour of operation time of Smart Board per day for revenue generation.

1.11. Hand-over of the system at the end of contractual period

Contractor will supply to the BSCL the following before the expiry of the contract:

Information relating to the current services rendered and data relating to the performance of the services; Entire documentation relating to various components of the Project, any other data and confidential information related to the Project;

All other information (including but not limited to documents, records and agreements) relating to the products & services related to the project to enable BSCL and its nominated agencies, or its replacing Contractor to carry out due diligence in order to transition the provision of the Project Services to BSCL or its nominated agencies, or its replacing Contractor (as the case may be).

1.12. Functional Requirement Specifications (FRS)

1.12.1 Outdoor Smart LED Display

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Document Reference
1.	Size	3.84 M x 2.88 M		
2.	LED Configuration	RGB 3 in 1 SMD		
3.	Pixel Pitch	10 mm or better (Lower pitch is regarded as better)		
4.	Pixel Density	Minimum 10,000 dots per sqm or higher		
5.	Brightness (Calibrated)	5,000 cd/m ² or better		
6.	Refresh Rate	>1,920 Hz or better		
7.	Maximum Power Consumption	825 w/sqm or lower		
8.	Vertical Viewing Angle	H 140°/ V 90° or better		
9.	Dimming Capability	256 levels adjustable		
10.	IP rating	Front IP65 / Rear IP54 or better		
11.	Operating Temperature Range	-10 to + 50 Degrees C or better		
12.	Safety Certifications (Mandatory to submit along with the bid)	CE certification		
		UL		
		FCC Certification		
		BIS Registration (Bureau of Indian Standards)		
		CB Certification for Compliance to CB Standard for Safety		
13.	LED package vendor	(Post supply the LED chip will be sent to the		

	acceptable makes with models (certificate from the LED package vendor to be provided during the supply certifying the same)	manufacturer in order to confirm the genuineness of the LED chip used in the LED screen directly by the department)		
14.	Power Input	100 ~ 240 VAC		
15.	Mounting the LED display	The display shall be mounted on a pole and required mounting shall be provided for the same.		
16.	Data Transfer Method	Optical fiber will be provided by BSCL where ever available. Else connectivity will be through GSM. Suitable GSM router/LIU Box with Ethernet Switch having FO ports as and where required will be provided by SI at each location with slots for minimum 3G/4G/LTE, IP Pass-through Sim cards with failover option (Sim Cards to be provided by the SI)		
17.	Remote Control	<ul style="list-style-type: none"> ○ Should be able to remotely configure, manage and feed content Central remote location over IP ○ Should be able to play the selective contents at different LED Screens as per the requirement ○ Should provide an easy-to-use playlist format for scheduling of content, images, videos etc. ○ The local display content unit must be able to store the data of minimum 10 advertisements locally. ○ The Hardware for the central server has to be provided along with the proposed solution 		
18.	Grey Scale Processing	12 Bit or better		
19.	Contrast Ratio	3000:1 or better		
20.	Access for Maintenance	Rear		
21.	Display Size (W x H)	Minimum 3.84 M x 2.88 M or bigger		
22.	Surge protection	Class C		
23.	Over temperature protection	Selectable from 30o to 50oC		

1.12.2 Advertisement Pole Specification

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Document Reference
1	Pole	Supply, fixing Testing & commissioning of 7 mt. long, 3 mm thick sheet, hot dip galvanized poles of bottom dia 200mm/200mm respectively with base plate dimensions 450x450x14 mm with galvanized single Arm Bracket of 1.00 mt length. The pole shall be erected on a suitable size of Cement concrete 1:2:4 foundation as per manufactures standard along with grouting the foundation bolts, nuts and 1.5 mt long , 50 mm dia suitably bend , GI , medium class pipe for cable entry , suitable size inbuilt cable End Box opening approx. 600 mm above the pole base with 2 nos. 6 way 15 Amp, Bakelite connector , 1 nos 6 amp, SP MCB Curve etc as required. The door shall be vandal resistant and shall be weatherproof to ensure safety of inside connection. The door shall be flushed with the exterior surface and shall have suitable locking arrangement. There shall also be suitable arrangement for the purpose of earthing. The poles shall be complete with integral terminal boxes, MCB cutouts, pole foundation bolts, lighting arrestor, earthing etc. as required.		

1.12.3 Rack Frame Power Distribution Unit

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
	Front Door	2 Hinges with Rack & Aircon bolted		
	Wall Mount Clamp	Welded on Rack frame rear side		
	19" pillar front & 19" pillar rear	Bolted on rack side wall		
	Locking Arrangement	To be provided with a locking system		
	Limit Switch	The rack door to be provided with a limit switch		
	Earth	Earth studs should be provided in the rack for earth purposes		
	Cable points	Cable entry and exit points should be provided in the rack		
	Mounting	Should be possible to mount the rack either		

		on a pole or on a wall with options of different mounting types		
	Rack Internal size	13U 19" rack		
	Material	GI 120 gsm thickness 1.5 mm		
	IP rating	IP54		
	AC input	380V/220V		
	AC Power Load Min.	35KW		
	AC power Load Min. Each output	3KW		
	Surge protection	Class C		
	Over temperature protection	Selectable from 30 deg to 60 deg C		
	Remote Control	Power Distribution Unit can be controlled from remote location over IP		

1.12.4 AC – DC PS Power System

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
	Input			
	Input Voltage Range	185 - 330 V		
	Frequency (default: sync range)	45-65 Hz		
	Power Factor / THD	> 0.985 at 50% load or more / < 3.5%		
	AC Input Protection	Fuse/ MCB		
	Surge Protection	Class C SPD at Input Supply		
	AC Output			
	Nominal System Voltage	230V AC (Adjustable 200 – 240 Vac		
	Frequency	50Hz		
	Power maximum	1000 W		
	Overload	130% for < 15sec		
	THD	< 1.5 % at resistive load		
	Protection	Fuse in L and N, Hot pluggable		
	General			
	Efficiency	>96% (mains mode), >94% (inverter mode)		
	Isolation	3 kVDC - ACPorts to PE, 3.6 kVAC - ACPorts to DCPort, 710 VDC - DCPort to PE		
	Controls and Monitoring	High End Embedded Controller		
	Battery Connection	MCB's, with Terminals		
	Battery Technology and Management	Battery technology is Lithium Iron Phosphate. Monitoring battery alarms and parameters with led indications.		
	Operating Temperature	-40 to +70°C (-40 to +158°F)		
	Battery Backup	30 Minutes (min 40AH)		
	Enclosure IP Rating	Power Cabinet - Outdoor type IP 55 rated with Natural air-cooling. VMD Controller – Outdoor type pole mount IP 55 rated with Air conditioner cooling		
	Distribution			
	Battery Connection	MCB for Negative & Terminal Block for Positive 63 Amp		
	AC Supply Input	Single Phase L-N MCB – 32Amp		
	AC Load Output	output with 32Amp Breaker x 3 Nos		
	Functions System	Customization, supervision and control of auxiliary devices		
		AC measurement (internal / external)		
		Mains failure/phase failure detection and alarming		
		Configurable event and data log		
	Battery Management	Temperature compensated float charge / Boost and equalize charge		
		Charging current limitation (advanced)		
		Low voltage disconnection, State of charge		

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
		supervision and display		
		Automatic capacity test		
	System Monitoring			
	Controller	High end PLC/ Microprocessor Controller		
	Display	Colour Touch Display		
	Local monitoring	LAN / WEB browser		
	Remote monitoring	LAN (TCP IP) /WEB browser/SNMP/Modbus		
	Remote alarming	Dry contacts / SNMP		
	Data logging	(A) Parameter log – 10,000 entries, i) Record Energy data ii) Record Min/Max/Avg of any parameter iii) Record various measurements like Voltage/Current/Temp./ Run Hrs. etc. (B) Alarm/event log – 10,000 entries		
	USB	Log download, Software upgradation		
	SD card	Complete Backup of controller can be saved in SD card & Saved backup can be reloaded in new controller		
	RS485 port	Should able to integrate any 3rd party device through RS485 std. Modbus protocol.		
	RS232 Port	1 no. for data reading		
	Standards			
	Safety	UL 60950-1-3rd edition, EN 60950-1-3rd edition		
	Cooling	Natural air flow		
	Battery			
	Rated Capacity	40 AH		
	Nominal Voltage	48 V		
	Discharge Ending Voltage	40.5V		
	Charging Limited Voltage	54.0 V		
	Max. Charging Current	20 A		
	Max. Continue Discharging Current	35 A		
	Weight	Approx. 25 Kg +/- 2Kg		
	Dimensions (L*W*H) mm (inches)	442 (17.40") * 450(17.72") * 88 (3.46") +/- 5 %		
	Containing Cell	3.2V 20AH (15S2P)		
	Cell Type	Cylindrical cell		
	Cycle Life	More than 5000 cycles @ 25 °C		
	Safety Certificates	UL 1642 at Cell Level		
	Design Life	More than 10 years		

1.12.5 LED Controller

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
	Control Port	RS232		
	Signal Input	DVI with resolution capability of 1920 x 1200 or better		
	Signal Output	RJ45		
	Maximum Load Capacity	2.3 Million Pixels		
	Input Voltage	100~240 VAC		
	Operating Temperature	5~40 Deg C		

1.12.6 Media Player

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
	Media Player with built in Playout software	Of reputed manufacturers		
	Processor	Intel/ Another High End		
	OS	Linux based		
	Internal drive	60 GB Solid State Drive		
	Output	HDMI/Display Port for Graphics		
	Operating System Video	At least should support MPEG-4, WMV, QuickTime		
	Audio	MP3, WAV		
	Image	JPEG, PNG, BMP, GIF		
	Text	Multiple fonts, Speeds, colors, animations		
	Internet	HTML, XML Files, RSS newsfeeds		
	Others Video Zones	1 or more		
	Network	Ethernet 1000/100/10 (RJ45) and Wi-Fi		
		Local content support for localized display		

1.12.7 Mechanical Structure

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
	Mounting Structure	OUTDOOR DISPLAY should be mounted on unipole/ bipole. Structure should be earthed properly and provided with lightning arrestor as well.		
	Material	Should be made from mild steel and painted black along with antirust coating.		

1.12.8 Workstation/Desktop

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
1.	Offered Make & Model	(to be provided by the bidder>		
2	Operating System	WIN10		
3.	HDD	500GB		
4.	RAM	4GB		
5.	Processor	I5		
6.	Monitor (with DVI/HDMI/I/P)	17"		
7.	Display Output	DVI/HDMI		
8.	Display Memory	1GB Min		

1.12.9 Communication Interface Device

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
	Ethernet Interface			
	Number of Ports	One 8 pin RJ45		
	Speed	10/100 Mbps, auto MDI/MDIX		
	Serial Interface			
	Number of Ports	One		
	Serial Standards	RS-232 on DB 9 connector		
	Serial Communication Parameters			
	Data Bits	5, 6, 7, 8		
	Stop Bits	1, 1.5, 2		
	Parity	None, Even, Odd, Space, Mark		
	Flow Control	RTS/CTS and DTR/DSR (RS-232 only), XON/XOFF		
	Baud rate	110 bps to 230.4 kbps		
	Serial Signals			
	RS-232	TxD, RxD, RTS, CTS, DTR, DSR, DCD, GND		
	Software			
	Network Protocols	ICMP, IPv4, TCP, UDP, DHCP, BOOTP, Telnet, DNS, SNMP V1, ARP, HTTP, SMTP		
	Configuration Options	Web Console, Serial Console, Telnet Console, Windows Utility		
	Physical Characteristics			
	Housing	Metal		
	Weight	340 g or less		
	Dimensions	With ears: 75.2 x 80 x 22 mm		
	Environmental			
	Operating Temperature	0 to 55°C		
	Ambient Relative Humidity	5 to 95% (non-condensing)		
	Power Requirements			
	Input Voltage	12 to 48 VDC		
	Input Current	128.7 mA @ 12 VDC		
	Certifications			
	Safety	UL 60950-1		
	EMC	EN 55022/24		

1.12.10 Outdoor Cabinet Air Conditioner

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
	System			
1.	Power Supply	230VAC±15% 50HZ/60HZ		
2.	Working Temperature Range	-10 to + 55 deg C		
3.	Max Noise Level	60Db(A)		
4.	IP Grade	IP55		
5.	Refrigerant	R134a for harsh conditions		
6.	CE & ROHS Compliant	Yes		
7.	Surface treatment	Outdoor type power coating		
8.	Cooling capacity	500W@L35/L35		
9.	Power consumption	210W@L35/L35		
10.	Power supply	230±15% A V 50/60 Hz		
11.	Internal Airflow	120 m3/h		
12.	Maximum Noise Level	60Db (A)		
13.	Display Panel	Should be provided with a display panel to show parameters like cabinet temperature, indications for cooling, running of external fans, flashing on alarm		
14.	Anti-theft design	The mounting of the AC should have an anti-theft design		
15.	Communication from AC	AC should be able to send diagnostic communication to remote location over IP		

1.12.11 Network Switch

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
1.	Switching Capacity	1 Gbps		
2.	No. of ports	5		
3.	Power Supply	DC 5V / 0.55 A		
4.	Casing	Plastic		
5.	Maximum Packet Forwarding Rate	148.8		
6	802.3x flow control	Yes		
7	Auto MDI/MDIX	Yes		

1.12.12 Router with Dual Sim (Wi-Fi router/internet router)

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
	Uplink	1*LTE module (dual SIM), 1*RJ45 FE (configurable)		
	LAN-RJ45	3)4)*RJ45 FE		
	LAN-Wi-Fi	11n 2T2R		
	Mgmt. Port	1*RJ12 RS232 (Console)		
	Log storage	1*USB 2.0		
	Cellular Band2	LTE: 800/900/1800/2100/2300/2600 Mhz, UMTS: 850/900/1900/2100 MHz, GPRS/EDGE: 850/900/1800/1900 MHz		
	Antenna	2*5dBi detachable ant. (Wi-Fi), 2*3 Dbi Detachable ant. (4G)		
	Power source	Dual DC 9V~48v		
	WAN FUNCTIONS			
	WAN	Multiple WANs, Failover / Load Balance, Configurable Ethernet / 4G		
	Cellular	4G LTD, IP Pass-through		
	Ethernet	Dynamic IP, Static IP, PPPoE, PPTP, L2TP		
	IPv6	Dual Stack, 6-in-4, 6-to-4		
	Basic Functions			
	Ethernet	LAN IP, Subnet Mask		
	Wi Fi system	802.11n 2T2R MIMO 300Mbps (2.4GHz)		
	Wifi operation	AP Router, WDS, WDS Hybrid Modes		
	Wifi security	WEP, WPA, WPA2, WPA-PSK, WPA2-PSK, 802.1X		
	VLAN	Port-based, Tag-based		
	NAT	Virtual Server / computer, DMZ Host, PPTP/L2TP/IPSec Pass-Through		
	Routing	Static, Dynamic: RIP1/RIP2, OSPF, BGP		
	QoS	Policy-based Bandwidth Control and Packet Flow Prioritization		
	Redundancy	VRRP		
	Object Definition			

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
	Scheduling	Time Schedule List		
	Grouping	Host Grouping List		
	External Server	Email, Syslog, Radius, scep, ftp		
	Certificate	My Certificate, Trusted Certificate, Issue Certificate		
	Security			
	VPN Tunnelling	IPSec, Open VPN, PPTP, L2TP, GRE;		
		Tunnelling with Full Tunnel, Tunnel Failover		
	VPN Scenario	Site to Site, Site to Host, Host to Site, Host to Host, Hub and Spoke, Dynamic VPN		
	VPN Capability	IPSec : up to 16 tunnels		
	Firewall	SPI Firewall with STEALTH MODE, IPS		
	Access Control	Packet Filter, URL Blocking, MAC Filter		
	Authentication	Captive Portal		
	Service			
	Cellular Toolkit	SMS, Data Usage, SIM PIN, USSD, Network Scan		
	Event Handling	Managing / Notifying events;		
		SMS, Syslog, SNMP Trap, Email Alert, Reboot		
	Administration			
	Configure & Management	Web, Telnet CLI, Command Script, TR-069, SNMPv3 standard & AMIB MIB		
	System operation	MMI, System Information, System Time, System Log, Backup & Restore,		
	FTP	FTP Server, User Account		
	Diagnostic	Packet Analyzer, Diagnostic Tools		
	Dimension			
	Device (L X W X H)	187 X 110 X 31 mm (w/o mounting kit) 225x110x39mm (with mounting kit)		
	Environment			
	Operation Temp.	-20℃ ~ 60℃		
	Storage Temp.	-40℃ ~ 85℃		
	Humidity	10% ~ 95% (non-condensing)		

1.12.13 Content Management Server with Software for Smart Advertisement Board (Outdoor Display) System

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
	Signage & Content Manager (Software & Hardware)	To be able to create playlists and send them over the network to 100 media players or more for playout based on schedule and sequencing. This software to be loaded on suitable hardware to be supplied by the vendor		
	License support	The license of the software should support management of more than 50 Smart Advertisement Board (Outdoor LED display)		
	Playlist Automation	Flexible scheduling based on day, date and time; Playlist Scheduling; Emergency Override		
	Content Distribution	Scalable, simultaneous publishing, at least 100 simultaneous subscribers		
	Content Management	Design simplified user interfaces		
	Compression	Should support best media compression tools/ protocols for transmitting the data via OTT.		

1.12.14 Auto Brightness Sensor

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Documentation Reference
	Rated voltage	5V		
	Operating temperature	-30°C~70°C		
	Operating humidity	0~99%		
	Brightness range	0~65535 lux		
	Cable	5m		
	Features	Monitor the ambient brightness to achieve automatic brightness adjustment of LED display		
		Asynchronous		
		Outdoor use proofing		
		No external power supply required		

1.13. SLA and Penalties

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

The purpose of this section is to define the levels of service which shall be provided by the Bidder to for the duration of the contract. Service Level Agreement (SLA) shall become the part of contract between Client and the Bidder. The Bidder must comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this contract i.e. during implementation phase of 6 months and for concessioning period of Five (5) Years, post Go-Live.

For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below: "Total Time" - Total number of hours in the quarter being considered for evaluation of SLA performance.

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

- f) “Response Time”: Time elapsed from the moment an incident is reported in the Helpdesk over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.
- g) “Resolution Time”: Time elapsed from the moment incident is reported to Helpdesk either in person or automatically through system, to the time by which the incident is resolved completely and services as promised are restored.

1.14. Timeline for Delivery

T=Date of Signing of Contract/Notice to proceed

T1=Date for Go-Live

#	Project Activity	Deliverables	Responsibility	Timelines
1.	Project Initiation phase	<ul style="list-style-type: none"> ○ Detailed Survey Report including infrastructure assessment, phase wise location distribution, project and manpower deployment plans etc. 	Bidder	T+15 days
2.	Supply of Hardware / Software/equipment etc from the date of signing the Contract	<ul style="list-style-type: none"> ○ Delivery Challan ○ Invoice Copy ○ Inspection report from authentic party ○ Warranty certificate issued by respective OEMs for each hardware / software (back to back, in the name of Authority also) ○ License in case of software ○ MAF 	Bidder	T+ 120 days
3.	Installation, Configuration Integration of Hardware/ Software/ systems	<ul style="list-style-type: none"> ○ Device wise Configuration report stating IP Schema ○ Routing details ○ In case of Software, the report should consist of ○ Software Installation Guide and checklist. ○ Complete set of Technical/ Annual Maintenance Manual. ○ Report formats for approval of Authority UAT/testing report ○ Helpdesk and SLA compliance report 	Bidder	T+150 days

#	Project Activity	Deliverables	Responsibility	Timelines
		<ul style="list-style-type: none"> ○ Configuration change report ○ Inventory Reports 		
4.	Go-Live and Operations Phase Satisfactory Working Inspection	<ul style="list-style-type: none"> ○ All project locations working successfully ○ Inspection to be done by Authority followed by submission and approval of Satisfactory Working Inspection Report 	Bidder	T+180 days
5.	Concessioning Period for 5 years	All project locations in working condition (after satisfactory inspection) <ul style="list-style-type: none"> ○ Quarterly SLA compliance reports ○ Quarterly Preventive Maintenance reports ○ Other reports as desired ○ Quarterly user feedback reports- Location wise ○ Quarterly report user complaint- Location wise showing complaint, complaint time & date, solution given, complaint clear time & date 	Bidder	Quarterly after Go-live period

The schedule is indicative; however, Bidder need to provide an exhaustive work plan in their Bid which would be evaluated during technical evaluation.

Key Personnel

S.No.	Position	Total Work Similar Experience (in Years)	Nos
1	Project Manager	B.E Mechanical/ Electrical/ Electronics / I.T / Computer Science +10 Year experience	1 No
2	Site Engineer	Diploma / ITI in IT / Computer Science/ Electronics / Mechanical/ Electrical + 3Year experience	2 No

MONITORING SYSTEM: -

1. A Project Monitoring Unit (PMU) will be setup in the BSCL for monitoring of the Project to make it successful and sustainable and to ensure that the High Masts are in good condition.

- a) Chief Executive Officer, BSCL shall appoint a Nodal officer for the project for the purpose of overall monitoring of the project.
- b) The Bidder shall provide one office for the client and consultant which includes Furniture, Almirah, AC, Fan, Lights etc. The Bidder shall be responsible for organizing all logistics required for this site visit.

1.15. Responsibility of Bidder

Guidelines for the compliance of equipment

- (i) The specifications mentioned for various IT / Non-IT components are indicative requirements and should be treated for benchmarking purpose only. Bidders are required to undertake their own requirement analysis and may propose higher specifications that are better suited to the requirements.
- (ii) None of the IT / Non-IT equipment's proposed by the Bidder should be End of Life product. It is essential that the technical proposal is accompanied by the OEM certificate and Manufacture Authorization Form, where-in the OEM will certify that the product is not end of life product & shall support for the entire Contract period.
- (iii) All IT Components should support IPv4 and IPv6
- (iv) Technical Bid should be accompanied by OEM's product brochure / datasheet.
- (v) Bidders should provide complete make, model, part numbers and sub-part numbers for all equipment/software quoted, in the Technical Bid.
- (vi) Bidders should ensure complete warranty and support for all equipment from OEMs. All the back-to-back service agreements should be submitted along with the Technical Bid.
- (vii) All equipment, parts should be original and new.
- (viii) Critical core components of the system should not have any requirements to have proprietary platforms and should conform to open standards.
- (ix) The Contractor should also propose the specifications of any additional or other hardware, if required for the system.
- (x) Contractor is required to ensure that there is no choking point / bottleneck anywhere in the system (end-to-end) and enforce performance and adherence to SLAs.
- (xi) All the hardware and software supplied should be from the reputed Original Equipment Manufacturers (OEMs). BSCL reserves the right to ask replacement of any hardware / software if it is not from a reputed brand and conforms to all the requirements specified in the tender documents.
- (xii) All licenses should be in the name of Bareilly Smart City Ltd.

Other Responsibilities

The Responsibilities of the Bidder throughout the period shall be as indicated under this RFP document, including:

- (i) To provide, install, commissioned and maintain the Smart LED as per RFP document throughout the period.
- (ii) It is the responsibility of the Bidder for the watch and ward of the assets / services created in this project, during the AMC period. The Bidder must replace the material(s) / equipment(s) in case of any theft or loss due to any other reasons, which affects the services / assets provided for the BSCL under this project.
- (iii) BSCL will be the owner of all dismantled existing equipment's, including lights/ fittings, and such equipment's shall be handed over to BSCL not later than a month from date of such dismantling. With proper handing /taking over. Bidder must provide the detail of replaced and dismantled component to BSCL
- (iv) At the end of the maintenance period, the Bidder must hand over all these equipment's used for providing services to BSCL under this RFP, to the BSCL in proper working condition.

- (v) Restoration of road/footpath must be done by the Bidder, BSCL will give requisite permission in this regard free of cost as per this RFP document, however, the Bidder will inform BSCL in advance before cutting of the road/footpath and will also inform after completing the job.

Service Level Conditions

Pre-Implementation SLAs:

These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs will be applicable for commissioning of the project (up to GO-LIVE). For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Bidder would be charged with penalty as follows:

Delay (Weeks)	Penalty % on the contract value
1week	0.5% per week for the undelivered supply/services
For every week thereafter	0.5% per week for the undelivered supply/services
Maximum for 10 weeks	5% for the undelivered supply/services

In case the Bidder reaches 5% SLA Penalties of the contract value in the form of penalty at any point of time during the duration of pre- implementation phase, Client shall reserve the right to invoke the termination clause after following the due Termination Process.

Post-Implementation SLAs:

These SLAs shall be used to evaluate the performance of the services on weekly basis, but penalties would be levied for cumulative performance for the quarter basis.

The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the Bidder and audited by Client for accuracy and reliability. The Bidder would need to configure the SLA Measurement Tools such that all the parameters as defined under SLA matrix given below. Post-implementation SLAs should be measured, and appropriate reports be generated for monitoring the compliance.

SLA Reporting System

The Successful Bidder shall design and develop the Element Management System (EMS) and will provide API to ICCB Bidder to integrate it to integrated command and control center. The Acceptance Testing and Certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the Successful Bidder and shall certify the same. The EMS deployed for the project, based on SLAs, shall be configured by the Successful Bidder to calculate the payment to be paid by the Authority after deducting the necessary penalties.

Project Documentation

The Agency shall review the project documents developed by the Successful Bidder including installation, training and administration manuals, version control etc.

Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed to the complete

satisfaction of the Department.

Penalties for Non/Under Performance

- I. A maximum level of performance penalties is established and described in this section

Severity Level	Penalty as a percentage of applicable payment milestone
9	Termination of the Contract along with the penalty
8	5.0%
7	2.0%
6	1.0%
5	0.5%
4	0.4%
3	0.3%
2	0.2%
1	0.1%
0	No Penalty

- II. Performance Penalty for not meeting a measurement parameter for any two months in consecutive quarters shall result in twice the penalty percentage of that respective measurement parameter in the third quarter for all the three months.
- III. Maximum Penalty applicable for any quarter shall not exceed 10% of the 'applicable fees' for the respective quarter.
- IV. Three consecutive quarterly deductions of 10 % of the applicable fee on account of any reasons shall be deemed to be an event of default and termination as per RFP.

Measurement & Targets

Definitions	Target	Severity Level
Uptime = $\{1 - (\text{Application downtime-maintenance downtime}) / (\text{Total Time} - \text{maintenance downtime})\}$ Application Downtime shall be measured from the time the equipment becomes unavailable (due to any reasons whatsoever attributable to the Bidder) for Business	Minimum 98% uptime measured on monthly basis	0
	≥96% to < 98% uptime measured	5

Definitions	Target	Severity Level
processing to the end user to the time it becomes fully available.	on monthly basis	
Any downtime for maintenance shall be with prior written intimation to the Authority. Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level will raise from 0 to 1	≥93% to < 96% uptime measured on monthly basis	7
Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level will raise from 0 to 1 Measurement Tool: Reports from EMS	< 93% uptime measured on monthly basis	9

Penalties shall not be levied on the Bidder in the following cases

In case of a force majeure event effecting the SLA, which is beyond the control of the Bidder. Force Majeure events shall be considered in line with the Force Majeure clause mentioned in this RFP document.

Theft cases by default/ vandalism would not be considered as “beyond the control of Bidder”. Hence, the Bidder should be taking adequate anti-theft measures, spares strategy, Insurance as required to maintain the desired required SLA.

SPECIAL CONDITIONS OF THE RFP/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/ drawn between BSCL & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by BSCL or due to any natural calamity or labor unrest or non- availability of labor, theft of materials or any kind off or majeure situation, etc.
3. If the contractor could not achieve proportionate progress with respect to time, then BSCL shall have the right to take any action deemed fit against the contractor as per the agreement including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, BSCL shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by BSCL and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by BSCL. **The employer (BSCL) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organization/entity regarding this work and/or the conditions/instructions associated with this work.**
4. The decision of BSCL regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the CHIEF EXECUTIVE OFFICER, BSCL is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor Rs. 10000 (Ten Thousand Rupees) per day for delay of the work not exceeding 10% of the total project cost.
5. BSCL reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of BSCL and in no case, shall validate the contract except the corresponding financial involvement admissible by/acceptable to BSCL.
6. Extra item and/or quantities of the work, if found essential for the project, shall be covered under supplementary agreement to be drawn between the contractor and BSCL. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Uttar Pradesh Schedule of Rates (SOR) of PHEO & Works Dept. or local market rate(s) or DSR, as applicable for the items/components not covered under SOR subject to approval of CHIEF EXECUTIVE OFFICER, Bareilly Smart City Limited, Bareilly.
7. The contractor shall put his/her/there signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by the BSCL.

8. The actual date of completion of the original work covering all the sites and corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by BSCL from time to time and the same shall be binding upon the contractor.
9. The EMD, & Security Deposit(s) (SD) retained by BSCL from the contractor's bill shall be considered for release subject to fulfillment of all the conditions of the RFP/ Agreement and after checking/scrutiny of the files and expenditures by Local Finance Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.
 - a) No interest will be paid by BSCL on the EMD furnished by any bidder, on the Security Deposit of the contractor and on the amount(s) to be withheld/deducted by BSCL from the bill amount(s) if the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

No claim in this regard in any manner by the contractor or any organization/entity shall be entertained/accepted by CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, BAREILLY.

RFP PART- 1: SECTION-VII
ANNEXURE-I: FORMATS FOR PROPOSAL

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related /not related** (*) to any officer of Bareilly Smart City Limited, Bareilly of the rank of Assistant Engineer & above. I/We*am/are*aware that, if the facts subsequently proved to be false, my/our*contract will be rescinded with forfeiture of EMD and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my/our tender liable for rejections.

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-II DECLARATION CERTIFICATE

1. I/We have visited the site(s) and have fully acquainted with the local situation regarding the materials, labor and factors pertaining to the work for completion in all respect before submitting the tender.
2. I/We have carefully studied the conditions of the construction, specifications, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit. In case there are deviation from the construction program, I/We shall abide by the decision of Engineer-in-charge for revision of the program and arrange for the labors, materials, equipment etc. accordingly.
4. In the event of award of the work to me/us, I/We under the entire responsibility for the structural stability to reconstruct/replace the whole or part of the component of the structure in the event of failure or improper functioning/improper constructions within a period of one year from the date of completion without asking for extra payment from any account to the department.
5. I/We undertake that I/We shall not claim any escalation of cost on account of materials, laborer's, taxes, natural calamities, public nuisance, miscreants or any account in connections with work within execution of the work till the project completion period and shall not be entertained by the department (BSCL, Bareilly).
6. In case of violation of contents of department's tender documents in conditions or in any form, my /our offer / tender shall be rejected by the department without any intimation to me/us.

(*) – strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-III: AFFIDAVIT

(Applicable for All Bidders)

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

1. I, Shri/Smt./Ms....., Son/daughter/Wife of....., Hereby declare as the contractor/as the authorized signatory on behalf of the contractor,"” (***Strike out whichever is not applicable***).
2. It is hereby declared that I/We are currently not deprived from tendering in any govt. organization including BSCL and I/We have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
3. The undersigned also hereby certifies that neither our firm M/s _____ nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the BSCL.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by BSCL to verify this statement or regarding my (our) competence and general reputation.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work “**Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode.**” in Bareilly Smart City Limited, Bareilly vide Bid Reference.....DT.....are true and correct.
7. My/Our _____ present.....address _____ for correspondence is.....and.....my/our telephone/contact number are.....and e-mail ID for correspondence is I/We shall promptly intimate the Tender inviting Officer (Chief Executive Office, BSCL) for subsequent changes, if any, of my /our telephone number, email ID and address for correspondence within a week from the date of occurrence of such incident falling which, I/ We will be held responsible for any eventual delay/gap in communication(s) between me/us and BSCL and subsequent situation may arise due to such delay/gap.

(Deponent)

(Signature of the Tenderer/Company with Seal of the Firm/Company)

ANNEXURE-IV: Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address><Phone Nos.><Fax Nos.><Email id>

Whereas, <<name of the firm and address>> (hereinafter called "Implementing Agency") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Bareilly Smart City Limited (hereinafter called "the Authority")

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

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

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

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

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

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

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

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

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

Date _____

Place _____

Signature _____

Witness _ _____

Printed name _____

(Bank's common seal)

ANNEXURE V: BID SUBMISSION LETTER FORMAT

Letter of Technical Proposal

(To be submitted and signed by the Bidder's authorized signatory)

To
Chief Executive Officer (CEO),
Bareilly Smart City Limited (BSCL),
Civil Lines, Nagar Nigam Bareilly,
Bareilly- 243001, Uttar Pradesh

Date:

Sub: Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode.

Sir,

1. Being duly authorized to represent and act for and on behalf of.....
..... (Hereinafter referred to as "the applicant"), and having studied and fully understood all the information provided in the RFP document, the undersigned hereby apply as a Bidder for **"Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode."** according to the terms & conditions of the RFP Document issued by BSCL.
2. Our Technical & Financial Proposals are as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed.
3. The EMD Security is marked "Earnest Money Deposit".
4. BSCL and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
5. BSCL and its authorized representatives may contact the following persons for any further information:
Name of the person (s):
Address.....
Phone:
Fax:
6. This application is made with full understanding that:
 - a) BSCL reserve the right to reject or accept any Bid/ Proposal, cancel the bidding process, and / or reject all Bids.

- b) BSCL shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP document and Project related Information as required for the Proposal. We have also visited the proposed project sites and surroundings, for the assessment and have made our own due diligence and assessment regarding the project.
9. We agree to keep our Proposal valid for one hundred eighty (120) days from the date of submission of Proposal thereof and not to make any modifications in its terms and conditions not acceptable to the BSCL. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by BSCL. We agree that, without prejudice to any other right or remedy, BSCL shall be at liberty to forfeit the said Bid/Proposal Security absolutely.

Authorized signatory

Date:

Name and seal of Bidder:

Place:

ANNEXURE V: General Information on Bidder's Organization

- a) Name:
b) Address :
c) Address of the corporate headquarters and its branch office(s), if any, in India :

S. No.	Particulars	Details
1	Name of the Bidder	
2	Address of the Bidder	
3	Incorporation status of the Bidder (Company Firm)(Relevant Certificate to be submitted in Technical Bid)	
4	Year of Establishment	
5	Valid GST registration No. (Copy of certificate to attached)	
6	Permanent Account No. (PAN) (Copy of PAN card to be attached)	
7	Name and Designation of Contact Person to whom all references to be made regarding this Bid	
8	Telephone No. (With STD Code)	
9	E-mail ID of Contact Person	
10	Website if any	

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the bidder)

Designation:

Place:

Date:

To be enclosed:

- Documents certifying Bidder's legal status i.e. certificate of incorporation /registration.
- Latest brochures/ organization profiles, etc

ANNEXURE VI: Format for Financial Information of Bidder's Organization

(To be submitted and signed by the Bidder's authorized signatory)

To
Chief Executive Officer (CEO),
Bareilly Smart City Limited (BSCL),
Civil Lines, Nagar Nigam Bareilly,
Bareilly- 243001, Uttar Pradesh

Date:

Sub: "Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode."

Sir,

We hereby submit our Financial Information for the captioned project.

S.No.	Parameters	FY 2016-17	FY 2017-18	FY 2018-19
1	Annual turnover In INR.			
Average annual turnover for the last three financial year				

Note: To be certified by Statutory Auditor/ Chartered Accountant.

Authorized signatory:
Name of Authorized signatory
Name and seal of Bidder:

Date:

Place:

ANNEXURE VII: Format for Completed Project and Operation & Maintenance Experience in similar nature during Last Seven Years

(To be submitted and signed by the Bidder's authorized signatory)

To
Chief Executive Officer (CEO),
Bareilly Smart City Limited (BSCL),
Civil Lines, Nagar Nigam Bareilly,
Bareilly- 243001, Uttar Pradesh

Date:

Sub: "Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode."

Sir,

We hereby submit our project experience for the captioned project.

Table-1

S.No	Description of Project/ Scope of Work	Details and number of Smart Advertising Boards installed, developed & commission	Name of the Client	Contract Period	Project Value (Rs in Lakh)
1					
2					
3					
4					
5					
S.No	Description of Project/ Scope of Work	Number of Smart Advertising Boards Operated and Maintained successfully	Name of the Client	O&M Period (from –to)	Project Value (Rs in Lakh)
1					
2					
3					
4					
5					

Supporting documents such as copies of Work Order/Contracts/LoAs/Completion Certificate/end user certificate to attached. Assignments which are not supported by documentary evidence shall not be considered for evaluation.

Authorized signatory:
Name of Authorized signatory
Name and seal of Bidder:

Date:

Place:

ANNEXURE VIII: Bidder's Understanding of Concept, Scope of Work and Project Requirement, Work Plan and Manpower Deployment for performing the assignment

Bidders Understanding of the TOR, Concept Plan and work programme for this assignment are to be elaborated in these sections, broadly under following sections:

- a) Understanding the concept
- b) Scope of Work and
- c) Project Requirement
- d) Work Plan & Methodology

The write up should explain Bidder's insight with respect to the objectives of the assignment, approach to the items, and methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Bidder should also explain the technology adopted and methodologies propose to adopt and highlight the compatibility of those methodologies for the supply of desired items.

Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approval by BSCL), and deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into feasible working plan. The work plan should be consistent with the suggested work Program of the Bidder.

Authorized signatory:
Name of Authorized signatory
Name and seal of Bidder:

Date:

Place:

ANNEXURE IX: Format for Power of Attorney for Signing of Proposal

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

Know all men by these presents, we/ I (Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Proposal for the Project envisaging **“Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode.”**, Uttar Pradesh in the country of India, including signing and submission of all documents and providing information/responses to BSCL, representing us in all matters before BSCL, and generally dealing with BSCL in all matters in connection with our Bid/ Proposal for the said project.

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

For.....

Accepted.....

(Signature)

(Name, Title and address) of the Attorney

Note:

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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE X: FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF JOINT VENTURE (JV) PARTNERS

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.)

KNOW ALL MEN BY THESE PRESENTS We,, having our registered office at; and..... having our registered office at , (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, and appoint, having its registered office at, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of including signing and submission of all documents and providing information/ responses to Bareilly Smart City Limited representing us in all matters, dealing with Bareilly Smart City Limited in all matters in connection with our Tender for the said project.

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

Dated this theday of.....2020

(Signature of authorized signatory)

Signature of the attorney
Signature of the attorney is attested
(by the authorized signatory of the
company)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness:

Witness 1:

Name :

Address :

Occupation :

Witness 2:

Name :

Address :

Occupation :

Notes:

- i) To be executed by all the partners individually, in case of a Joint Venture.
- ii) The made 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.
- iii) In case of incorporated companies, the common seal of the company has to be embossed on all pages

ANNEXURE XI: DRAFT MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT VENTURE / CONSORTIUM PARTICIPATION

BETWEEN

M/s.....having its registered office at..... (hereafter referred to as) acting as the Lead Partner of the first part.
And M/s.....having its registered office at.....(hereafter referred to as '.....') in the capacity of a Joint Partner/ Consortium Partner of the other part.

The expressions of.....andshall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS; Bareilly Smart City Limited (hereinafter referred to as "Client") has invited bids for.....(insert name of work).....

" NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
 - i. Notice for bid, and
 - ii. Tender document
 - iii. Any Addendum / Corrigendum issued by (Bareilly Smart City Limited)
 - iv. The Tender submitted on our behalf jointly by the Lead partner.
2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'Tender' jointly.
3. The name of the Joint Venture firm shall be_____.
4. M/s..... shall be the lead member of the JV / Consortium for all indents and purpose and shall represent the Joint Venture in its dealing with Client. For the purpose of submission of Tender proposals, the parties agree to nominate as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However, M/s..... shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s..... to M/s.....
5. The 'Parties' have resolved that the distribution of share and responsibilities is as under:
 - a) Lead Partner share.....%;
Responsibilities .
 - i).....
 - ii).....
 - iii).....
 - b) Joint Venture / Consortium Partner's share.....%
Name.....
Responsibilities

- i).....
- ii).....
- iii).....
- c) Joint Venture / Consortium Partner's share.....%
- d) Name.....
- e) Responsibilities
 - i).....
 - ii).....
 - iii).....

6. **JOINT AND SEVERAL RESPONSIBILITIES**

The Parties undertake that they shall be jointly and severally liable to the client in the discharge of all the obligations and liabilities as per the contract with the client and for the performance of contract awarded to their JV / Consortium partners

7. **ASSIGNMENT AND THIRD PARTIES** The parties shall co-operate throughout the entire period of this MOU on the basis of exclusively and neither of the parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.
8. **EXECUTIVE AUTHORITY** The said Joint Venture/ The Lead Bidder (in case of Consortium partners) through its authorized representative shall receive instructions, payments from the client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.
9. **GUARANTEES AND BONDS** Till the award of the work, the lead partner shall furnish Earnest Money and all other bonds/guarantees to the Client on behalf of the Joint Venture, which shall be legally binding on all the partners of the Joint Venture.
10. **INDEMNITY** Each party hereto agrees to indemnify the other party against its respective parts in case of breach / default of the respective party of the contract works of any liabilities sustained by the Joint Venture.
11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.
12. **DOCUMENTS & CONFIDENTIALITY** Each party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.
13. **ARBITRATION** Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, the Settlement of disputes in connection with the contract will be dealt with and governed by Clause 63 & 64 of General Condition of Contract for Works as amended upto date. The Venue of the arbitration shall be Bareilly.
14. **VALIDITY** This MOU/ JV/ Consortium Partners Agreement shall remain in force till the occurrence of the earliest to occur of the following unless by mutual consent, the parties agree

in writing to extend the validity for a further period.

- a. The Tender submitted by the joint venture is declared unsuccessful, or
- b. Cancellation / shelving of the project by the client for any reasons prior to award of work.
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the client.

15. This MOU is drawn in.....number of copies with equal legal strength and status. One copy is held by M/s..... and the other by M/s..... & M/s..... and a copy submitted with the proposal.
16. This MOU shall be construed under the laws of India.
17. **NOTICES** Notices shall be given in writing by Fax confirmed by registered mail or commercial courier to the following Fax numbers and addresses.

Lead Partner

.....
.....

and Address)

Ph: no:

Email:

Other Partner

.....
.....

(Name and Address)

Ph no.

Email:

(Name

IN WITNESS WHERE OF THE PARTES, have executed this MOU the day, month and year first before written.

M/s.....

.....

(Seal)

M/s.....

.....

(Seal)

Witness:

1.....(Name & Address)

2.....(Name & Address)

DETAILS OF PARTICIPATION IN THE JOINT VENTURE/ CONSORTIUM

Participation Details	FIRM 'A' (Lead Member)	FIRM 'B' (Member)	FIRM 'C' (Member)
Financial			
Name of the Banker(s)			
Planning			
Key professional /Development Professional			
Execution of Consultancy Services (Give details on contribution of each)			
Design and up to Bid process			
Implementation support			

ANNEXURE XII: FORMAT FOR FINANCIAL PROPOSALS

PROPOSAL FOR Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode. (On the letterhead of the Bidder)

To,
The Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly

Sub: Financial Bid for Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode.

I/we hereby tender to execute the whole of the works as described in the scope of services indicated in called works:

- a) Name of the Work: **“Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode.”**
- b) Scope as defined in NIT.
- c) In accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable and revenue shared with BSCL of Rs..... from the sale of Advertisement from the Smart Advertising Boards for Five years.
- d) I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work.
- e) I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site, nature and the extent of ground, working conditions etc. required for the satisfactory execution of contract.

The BSCL reserves the right to increase and decrease the number of Smart Advertising Boards.

I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract so far as applicable, or in default thereof to forfeit and pay to the Chief executive officer, Bareilly Smart City Limited, Bareilly or his successors in office the sums of money mentioned in the said conditions.

FORMAT OF THE QUOTATION

The Financial quote shall be submitted as per the format given below. The bidder is to fill and submit the attached BOQ.xls file and submit online.

Validate

Print

Help

Item Rate BoQ**Tender Inviting Authority:** CEO, Bareilly Smart City Limited, Bareilly**Name of Work:** Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode**Contract No:****Name of the Bidder/
Bidding Firm /
Company :****PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC REVENUE +GST+ other taxes as per govt norms In Figures To be entered by the Bidder. (Rs. Per Board/per	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words

					month) Rs. P			
1	2	3	4	5	13	53	54	55
2	Share the revenue received from the sale of advertisement from the Smart Advertising Boards during the operation of work for Five years with BSCL. (Revenue Offered to BSCL per Advertising Board) Supply, installation, commissioning & operation / maintenance of the Smart Advertising Board shall be in the scope of the bidder. Total Number of Boards = 25		60	Month		0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

Signature of Bidder
Name of Bidder

DRAFT LETTER OF INTENT

To,
M/s
.....
.....
Ph:

Subject: - Letter of Intent (LOI) for “**Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode.**”.

Tender ID:

Dear Sir,

We refer to the tender published on on e-tender website and technical bid opened on in response to the invitation for Bids for “**Supply, Installation, Testing, Commissioning and Maintenance of Smart Advertisement Boards at Various Locations in Bareilly under Smart City Mission on PPP mode.**”.

Bareilly Smart City Limited, Bareilly (BSCL) is pleased to inform you that your Bid has been accepted by the BSCL.

You have been selected as the Preferred Bidder for the captioned project at the Concession Fee for 25 Smart Advertising Boards for 5 years (Revenue Offered) (inclusive of GST) of **Rs. /- + GST (Rs.....) = Rs /-** [in words] (hereinafter referred to as the “**Concession Fee**”). This Concession Fee is subject to fulfilment of all terms and conditions specified in the bid document. The Concession Fee will be inclusive of all applicable taxes, duties, statutory charges, levy and any other charges as applicable from time to time. The payment will be made by the Bidder to BSCL as per the payment conditions mentioned in the bid document.

As per the bid document, you have to submit Security Deposit of Rs..... lakhs. The amount of Rs..... has already been received in the form of EMD vide slip no Hence, you are requested to pay the remaining security deposit amount of, within 10 (Ten) days of the receipt of this Letter of Intent in the form of FDR (to be retained by the BSCL till the expiry of the Concession Period) in favor of **CEO, Bareilly Smart City Ltd, Bareilly** or Amount can be deposited through online payment in the name of **Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400.**

The bidder shall execute an agreement for the fulfilment of the contract on non-judicial stamp paper of Rs.100/- within 10 (Ten) days from the date of issuance of letter of intent.

The Bidder shall furnish an affidavit on a stamp paper of Rs.10/- stating that if there is any change in the govt guidelines regarding the company contracts or increase in stamp duty to be paid then the bidder needs to submit the stamp papers of appropriate value. In the event of failure, the BSCL shall have full rights to recover the balance stamp duty from the Bid Security deposit.

Kindly acknowledge the acceptance of this **“Letter of Intent”** by signing duplicate copy by your authorized Representative and deliver the same to us.

**Chief Executive Officer
Bareilly Smart City Limited, Bareilly**

Agreed and Accepted

Signature of the Authorized Representative of the Agency (i.e. _____)

Name:

Designation:

Address:

Place:

Date:

Company Seal

DRAFT CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT is entered into on this the----- day of 2019
----- Between Bareilly Smart City Limited, **Under Companies Act, 2013** represented by the----- and having its office at C/O Executive Engineer, Municipal Board, Nagar Nigam, Bareilly UP-243001 (hereinafter referred to as the **"Concessioneing Authority"** or **"BSCL"** which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of **ONE PART**;

AND

M/s -----, a Company incorporated under the Companies Act, 1956 (No. 1 of 1956) represented by the ----- and having its registered office at ----- (hereinafter referred to as the **"Concessionaire"** which expression shall, unless the context otherwise requires, include its successors/ successors in business and permitted assigns and substitutes) of the **SECOND PART**.

WHEREAS the Concessioneing Authority has decided to Setting up of **Smart Advertising Boards** for advertising including designing, financing, constructing/installing, operating and maintaining of Smart Advertising Boards at various locations through Public Private Partnership (PPP) under "Smart City Mission" at Bareilly City (**"the Project"**). The development of Smart Advertising Boards shall be 25 is in the ownership of the Concessioneing Authority.

AND WHEREAS with an objective to seek private sector participation in the afore said Project, the Concessioneing Authority, undertook the process of selection of a suitable Concessionaire through competitive bidding process, after issuing a Request for Proposal document (RFP) dated inviting Bids/ Proposals from prospective Bidders to implement the said Project.

AND WHEREAS the Concessionaire, selected through the transparent competitive bidding process, met the Eligibility Criteria {as laid down in Section-I (Instructions to Bidders) of the RFP document} and quoted the Maximum Revenue sharing amount for the concession Period of 5 years (excluding implementation period of six month) for the right to successfully complete development/installation of **Smart Advertising Boards** then operating, maintaining the project. After evaluation of the Proposals so received, on behalf of the Concessioneing Authority, accepted the Proposal of the Concessionaire and issued Letter of Award dated to the Concessionaire requiring, inter alia, the execution of this Concession Agreement.

AND WHEREAS the Successful Bidder/ Concessionaire acknowledges and confirm that it has undertaken a due diligence and audit of all aspects of the Project units including technical & financial viability and legal due diligence and on the basis of its independent satisfaction hereby accepts the Concession and agrees to implement the Project at its own cost and expense in accordance with the terms and conditions of this Concession Agreement.

AND WHEREAS following the issue of the Letter of Intent and (i) submission by the Successful Bidder, Deed of Guarantee/s towards the Concessionaire; (ii) provision of the Performance Security of Rs. ----- (Rs-----) to the Concessioneing Authority and within 10 (ten) days from the date of receipt of the Letter of Intent to the Concessionaire, the Concessioneing Authority hereby agrees and grants to the Concessionaire this Concession on the mutually agreed terms and conditions for the Concession Period to (a) Develop & Install the Permanent Smart Advertising Boards

and; (b) operate & maintain the Permanent Smart Advertising Boards and (c) at the end of the Concession Period hand back the Smart Advertising Boards and all the Assets (which includes the assets as provided by the Concessioneing Authority and the assets as brought in by the Concessionaire, during the subsistence of this Concession Agreement) in good working conditions.

AND WHEREAS the Concessionaire hereby accepts the Concession granted and undertakes to implement the Project in accordance to the provisions of this Concession Agreement.

NOW THEREFORE, in view of the offer, mutual promises and consideration set out herein, the Concessioneing Authority, and the Concessionaire (each individually a “**Party**” hereto, and collectively the “**Parties**”) hereby agree to be bound by the provisions of this Concession Agreement.

(.....)
Chief Executive Officer
Bareilly Smart City Limited

(.....)
For M/s
(Concessionaire)

Witness:

- 1.
- 2.