



OFFICE OF THE DIRECTOR  
INFORMATION TECHNOLOGY DEPARTMENT  
SOUTH DELHI MUNICIPAL CORPORATION  
SPM CIVIC CENTRE, NEW DELHI - 110002



DIT/SDMC/2020-21/21/D- 1019

Dated- 12.03.2021

**NOTICE INVITING TENDER**

South Delhi Municipal Corporation (SDMC) invites under e-tendering system **Selection of Agency for implementation and hosting of eSBM including Maintenance for 5 Years "Through Quality and Cost Based Selection (QCBS)"**

**Details of Tender Schedule;**

S. No.	Particulars	Description
1	Name of Work	Implementation and hosting of eSBM including Maintenance for 5 Years.
2	Period of Work	5 years (five year including defect liability period).
3	Tender Reference No.	DIT/SDMC/2020-21/...../D-
4	Place of availability of Tender documents	<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> & <a href="https://mcdonline.nic.in/sdmcportal">https://mcdonline.nic.in/sdmcportal</a>
5	Mode of bid submission	Online; <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
6	Earnest Money Deposit	Rs. 10,00,000/-
7	Non-refundable cost of tender/bid document	Rs. 2,000/-

Antony  
Mathew

8	Validity of Tender	180 days from last date of submission of bids
9	Date of issuance of Tender Documents	12.03.2021
10	Clarification Start Date	12.03.2021
11	Clarifications End Date	19.03.2021
12	Pre-bid meeting date & time of tender	19.03.2021 at 03:00 PM to be held at conference hall on 6 <sup>th</sup> floor, DR SPM Civic Center, JLN Marg New Delhi-110002.
13	Bid Submission Start Date	20.03.2021
14	Email id to send pre-bid queries	sdmc-it@mcd.nic.in
15	Last date and time for submission of Bids	05/04/2021 at or before 03:00 PM
16	Opening of Technical bids	06/04/2021 at 03:30 PM
17	Opening of Financial Bids	To be informed later
18	Address for communication	Director (IT), SDMC, IT Department, 24 <sup>th</sup> floor, DR SPM Civic Center, JLN Marg New Delhi-110002.

The above tender document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, <https://etenders.gov.in/eprocure/app>. A copy of the tender Document is also available on SDMC website, <https://mcdonline.nic.in/sdmcportal>. The submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in/eprocure/app>. Bids will not be accepted in any

*Antony Mathew*

other form. The terms and conditions of the tender and the project are contained in the tender document hence forth. Interested firms/agencies may submit their Proposals/bids along with requisite tender fee, earnest money and other documents as mentioned in the tender document.

*Antony Mathew* 12/03/2021

**Administrative officer (IT), SDMC**

**Note:** Eligible bids will be opened on the specified date wherein the participating bidders may present during the bid opening meeting. Notice of any changes shall be published on the website <https://etenders.gov.in/e procure/app> & SDMC website <https://mcdonline.nic.in/sdmcportal>. Further, Price Bid Opening Date, Time & Venue will be intimated to the qualified Bidders at the same or a later date.

The South Delhi Municipal Corporation reserves the right to accept, reject or cancel any tender offer without assigning any reason thereof.

**Request for Proposal for Selection of Agency for  
implementation and hosting of eSBM including  
Maintenance for 5 Years “Through Quality and Cost  
Based Selection (QCBS)”**

GPS based Fleet Tracking system for Solid Waste  
Management vehicles



**IT Department  
South Delhi Municipal Corporation  
S.P.M. Civic Centre, J.L.N. Marg,  
New Delhi – 110002**

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## **DISCLAIMER**

This Request for Proposal (RFP) is issued by South Delhi Municipal Corporation (SDMC).

Each Party must conduct its own analysis of the information contained in this RFP to correct any inaccuracies therein and is advised to carry out its own due diligence into the proposed Project. Each Party must conduct its own analysis of the regulatory regime which applies thereto, and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the proposed Project. Neither the Corporations nor any of its officers or employees, nor any of their advisers nor consultants shall be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, estimates and projections with respect to proposed Project. Such statements, estimates and projections reflect various assumptions made by the management, officers, employees which (the assumptions and the base information on which they are made) may or may not prove to be 100% accurate. No representation or warranty is given to the reasonableness of the projections or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty. SDMC on behalf of the Corporations shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of SDMC in selecting the vendor who qualifies through this RFP shall be final and SDMC reserves the right to reject any or all the bids without assigning any reason thereof. SDMC further reserves the right to negotiate with the selected vendor to enhance the value through this project and to create a more amicable environment for the smooth execution of the project. SDMC may terminate the RFP process at any time without assigning any reason and upon such termination SDMC shall not be responsible for any direct or indirect loss or damage arising out of such a termination.



## 1. Definition

- a) **“The Bidder”** means company/firm participating in this bidding process.
- b) **“Eligible Bidder”** means a bidder satisfying qualifying criteria.
- c) **“The Purchaser”** means South Delhi Municipal Corporation.
- d) **“The Purchase Order”** means the order placed by the South Delhi Municipal Corporation to the Agency for the required services as per the RFP. This shall be deemed as “Contract”.
- e) **“The Successful Bidder/Agency”** means the successful bidder and on whom South Delhi Municipal Corporation have placed a Letter of Intent/Purchase Order for rendering the services as per the RFP and with whom the Purchaser enters into contract against this tender.
- f) **“The Contract”** means an agreement entered into, by the Purchaser with the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- g) **“The Contract Price”** means the price payable to the Successful Bidder under the contract for the full and proper Performance of its contractual obligations.
- h) **“Services”** means services to be provided as per the requirement mentioned in the scope of work.
- i) **“Consignee”** or “Indenter” or “Buyer” means the officer authorized by the South Delhi Municipal Corporation for receiving services at the place of receipt.
- j) **“Non-compliance”** means failure/refusal to comply with the terms and conditions of the tender.
- k) **“Non-responsive”** means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee and EMD.
- l) **“PBG”** means Performance Bank Guarantee.
- m) **“FMS”** means Facility management service.
- n) **“Letter of Intent (LoI)”** means a letter issued by the Tendering Agency (South DMC) indicating his intention to place a Purchase Order on the successful bidder.

## **2. Objective of the RFP**

As an introduction to Essentials of e-Governance, the South Delhi Municipal Corporation aims to implement some of the essentials of e-Governance pertaining to Solid Waste Management with the objective to monitor field activities online for improved quality and timelines of the related municipal services.

The functionaries while performing the cleaning, keeping vigil on collection, transportation and disposal of Solid Waste would use the art of technology for automatic data transfer from various devices to vendor/Company owned Centralized database for storage of repositories for easy reference and instant retrieval for the management. In order to generate various MIS reports for respective achievements and improved performance.

Accordingly, to improvise the functioning at the field level with innovative steps & to monitor and manage the municipal solid waste utility vehicles with a view to improve their route and output monitoring, improving fuel efficiency and ensure that quality and timelines of municipal services is improved. The South Delhi Municipal Corporation intends to use the GPS based VTMS (Vehicle Tracking and Management System), being best practice already used and practiced in many other departments/agencies in India from a vendor/company to monitor the vehicle position anytime & anywhere using the internet to access vendor application Software GPS based hosted at vendor/company internet data center of Tier 3 level with 99.9% SLA.

The Supply of all types of equipment required at user level, providing of communication services, installation and complete implementation with commissioning of the systems to achieve best results would be the responsibility of the vendor/company. However, the vendor/company would ensure all time data security, promptness of communication network services.

Training to officials/officers concerned to handle the equipment at field level and in the Central office with assurance for perpetual support would be part of the obligations of the vendor/company under this contract.

### **3. Instructions to the Bidders**

#### **3.1 General Instructions**

- a) Bidders are advised to study the tender document carefully & thoroughly. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b) It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which could have any effect on the performance of the contract and cost of the related services. No request for the change of price or time schedule of delivery of related services shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- c) A bidder may be a legal private entity or a legal government-owned entity with the intent to enter into a contract with the SDMC to deliver the aforementioned scope of work.
- d) The bidder should be eligible to operate in conformity with the provisions of the laws in India and the bidder or any of the consortium partner must have an operational office in Delhi-NCR, or the bidder shall give an undertaking to setup an office in Delhi-NCR region, if not existing, within 02 months of awarding the project.
- e) Bidder should not have any conflict of interest with any parties included in the bidding process.
- f) The bidder can submit only one bid in the bidding process. Submission of more than one bid by the bidder will result in the disqualification of all the bids submitted by the bidder.
- g) The bidder must submit documentary evidence for eligibility criteria.
- h) SDMC with the prior approval of competent authority reserves the right to relax any terms & conditions in the Govt. interest.
- i) Conditional bids will not to be entertained and summarily rejected.
- j) Optional bids will not be entertained and summarily rejected. The optional bids either in model or in rates will not be accepted and the tender will be rejected straightway.
- k) Only online bids through e-Tendering will be accepted. No physical bids will be accepted.
- l) Bids not accompanied with the scanned copies of Application Fee and Earnest Money will be rejected straightway.
- m) The competent authority reserves the right to terminate/recall the tender at any stage due to administrative reasons.
- n) The tender will be rejected straightway without assigning any reasons if the firm/company or their owners/partners/directors etc are found involved in any Criminal Case or pending trial before any competent court within the territorial jurisdiction of India.

RFP for implementation of eSBM including maintenance

- o) A Foreign firm can participate in the tender only through its authorized distributor/dealer/agent appointed in India. In case the bidder is an India incorporated Agent of foreign firm/principal, the bidder shall have to submit the copy of agreement between the parties containing terms and conditions of agreement. No foreign company shall be entertained directly.
- p) Bidders shall not be permitted to alter or modify their bids after closer date of submission of bids.

### **3.2 Availability of the RFP Documents**

Bidders can obtain or download the RFP document from the SDMC website <https://mcdonline.nic.in/sdmcportal> & <https://etenders.gov.in/eprocure/app>. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security amount.

### **3.3 Bid Processing Fee (Pre-qualifications Criteria)**

The electronic version of the RFP document is freely available free of cost to all interested Bidders.

Intending eligible bidders are required to upload signed & scanned copy of a demand draft of Rs. 2000 for the cost of tender on any nationalized bank, payable at Delhi in favour of Commissioner, South Delhi Municipal Corporation. The hard copy of the same has to be delivered to Director (IT), SDMC, 24<sup>th</sup> Floor, Dr. SPM Civic Center, JLN Marg, New Delhi-110002 on or before bid submission end date/time. D.D submitted for cost of tender is not refundable. Proposals received without or with inadequate Bid processing fee shall be liable for rejection.

### **3.4 Conditions under which this RFP is issued**

- a) This RFP is not an offer and is issued with no commitment. SDMC reserves the right to withdraw the RFP and change or vary any part thereof at any stage. SDMC also reserves the right to disqualify any bidder should it be so necessary at any stage.
- b) No oral conversations or agreements with any official, agent, or employee of SDMC shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of SDMC shall not be valid. Oral communications by SDMC to bidders shall not be considered

binding on SDMC.

### **3.5 Compliant Proposals / Completeness of Response**

Bidders are advised to thoroughly go through the RFP. It is assumed that the bidder has done the due diligence and examination of the RFP document with full understanding of its implications, prior to submission of the bid.

- a) Failure to comply with the requirements of this RFP may render the Proposal non-responsive.
- b) Bidders must ensure that all the required documentation is submitted with bid and all information should be submitted as per formats provided in this RFP.
- c) Non-responsive bids are liable to be rejected.

### **3.6 Right to Terminate the Process**

SDMC reserves the right to terminate the whole bidding process at any time and without assigning any reason.

### **3.7 Acceptance of Part / Whole Bid / Modification – Rights there of**

SDMC reserves the right to modify the technical specifications / quantities / requirements/tenure mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid and the right to accept or reject wholly or partly bid offer, or, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. SDMC also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

### **3.8 Power of Attorney**

The bidder must submit a statement confirming the authority of the authorized representative(s) of the bidder and a notarized power of attorney to act in all matters concerning the delivery of the Project.

### **3.9 Authorized Signatory**

It is required that an authorized representative of the bidder shall sign the original submission letters/ forms in the required format for the Technical & Price Bids and shall initial and stamp all pages of the entire bid.

### **3.10 Bidder clarifications**

- a) The Bidders should ensure that their queries for the Pre-Bid meeting

RFP for implementation of eSBM including maintenance should reach Director (IT), SDMC as per the schedule provided in the Tender Notification Table.

- b) SDMC reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion they consider that it would be inappropriate to do so or do not find any merit in it.
- c) The queries must be submitted as per the following format:

<b>BIDDER'S REQUEST FOR CLARIFICATION / PRE-BID</b>			
Name of the Person :			
Organization Name :			
Tel:			
Email:			
S. No.	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points of clarification Required
1			
2			

- d) No pre-bid queries will be entertained if the queries are not provided in the above format.
- e) In no event the SDMC will be responsible for ensuring that bidder's inquiries have been received by the SDMC.
- f) Any requests for clarifications post the indicated date and time may not be entertained by the SDMC.
- g) Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any)
- h) At any time prior to the last date for receipt of bids, the SDMC may, for any reason, modify the RFP Document by a corrigendum. Appropriate time would be provided to all bidder to submit their bids after the issuance of corrigendum.
- i) The Corrigendum/Addendum (if any) & clarifications to the queries will be issued to all the bidders over the e-mail or notification on SDMC website <https://mcdonline.nic.in/sdmcportal> & <https://etenders.gov.in/eprocure/app>

### **3.11 Pre-Bid Conference**

- a) SDMC will host Pre-Bid meeting, as per the schedule provided in the Tender Notification Table. In case of any change in date, time, venue and mode of the conference, the same will be notify on SDMC website <https://mcdonline.nic.in/sdmcportal> & <https://etenders.gov.in/eopro>

[cure/app](#)

- b) Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting.
- c) The purpose of the conference is to provide bidders with information regarding the RFP and the proposed requirements in reference to this RFP.
- d) Pre-Bid Conference will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.
- e) Request for clarifications shall be sent by the bidders through email.

### **3.12 Proposal Preparation Costs**

- a) The Bidder shall bear all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, visits to SDMC office at, preparation and submission of proposal, in providing any additional information required by the SDMC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b) SDMC, in no case, will be responsible or liable for any cost, regardless of the conduct or outcome of the bid process.

### **3.13 Earnest Money Deposit (EMD) (Pre-qualification Criteria)**

- a) Intending eligible bidders are required to upload signed & scanned copy of a demand draft of Rs. 10,00,000/- for the Earnest Money Deposit (EMD) on any nationalized bank, payable at Delhi in favour of Commissioner, South Delhi Municipal Corporation. The hard copy of the same has to be delivered to Director (IT), SDMC, 24<sup>th</sup> Floor, Dr. SPM Civic Center, JLN Marg, New Delhi-110002 on or before bid submission end date/time. Proposals received without or with inadequate EMD shall be liable for rejection. The validity of the demand draft need to be up to 6 (six) months starting from last date of submission of Tender.
- b) In case of unsuccessful bidder, earnest money/bid security will be refunded to the unsuccessful bidder without any accrued interest within 60 days from date of notification of the award of contract.
  - No exemption from EMD is allowed for the MSME and Startup bidders.

- The EMD of the successful bidder will be returned after the successful bidder has signed the draft Agreement and has submitted the required Performance Bank Guarantee of this document.
- The EMD amount is interest free.
- The bid / proposal submitted without EMD, will be rejected.

### **3.14 Forfeiture of Bid Security/ EMD**

The Bid security shall be forfeited in case of any of the following:

- a) If the bidder shall be requested to withdraw its bid during the validity period or any extension agreed by SDMC.
- b) If the bidder tries to influence the evaluation process.
- c) If the successful bidder fails to sign the contract in accordance to this RFP.
- d) If the successful bidder fails to furnish Performance Security within 15 days of receipt of notification of award of contract from SDMC.
- e) The SDMC reserve the right to forfeit the earnest money or part thereof, in circumstances which according to the SDMC indicate that the bidder is not adhering to the requirements of executing the project.

### **3.15 Impact of Litigation**

SDMC does not intend to deal with any bidders who are blacklisted/debarred facing litigations for non-performance or non-delivery of projects or enquiry of such nature which have the potential to adversely impact the capability to deliver and thereby posing significant risk to the implementation of the Project at the SDMC. The bidder shall furnish an undertaking to this effect, using the format provided in the [Form A8<Litigation of Impact Statement>](#) of the [ANNEXURE-I](#) of this RFP. The bidder shall provide the litigation information on the pending litigations, giving details of the organization, nature of litigation, name of the petitioner, name of responder, competent court, date of filing litigation and current status. SDMC reserves the right to accept or reject the bids from such bidders at any stage during the bidding process.



### **3.16 Disqualification**

The online proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated.

#### **Violation of the bid submission process**

- a) Online Price Bid proposal & online Technical proposal are not submitted in the prescribed formats and mode as given in the RFP.
- b) The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the Price Bid aspects of the online proposal are either fully or partially enclosed or are part of the online Technical Proposal.
- c) If it comes to SDMC's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel impacting the fair and transparent bid process, then the bidders so involved are liable to be disqualified.
- d) If a bidder submits more than one bid.
- e) If it is not complying to the CVC requirement of:
  - In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender.
  - If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item / product.

#### **Non-compliance to the conditions of the bidding process**

- a) The Bid documents are not signed as per guidelines of the RFP.
- b) The required EMD has not been paid as specified in the RFP.  
The Bid validity period is shorter than the required period.
- c) The Bid is not submitted in accordance with this document.
- d) During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices.  
The bidder submits a conditional bid.
- e) Bid is received in incomplete form.
- f) Bid is not accompanied by all the requisite documents.

#### **Non-responsive Content of the proposal**

- a) Information submitted in an online Technical bid proposal is found to be misrepresented, incorrect or false, accidentally,

RFP for implementation of eSBM including maintenance unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any.

- b) If it does not comply with the terms & conditions, requirements of this RFP including amendments and corrigendum.
- c) If an online proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP for Technical and Price Bid proposals or do not appear to address the particular requirements of the response, any such bids shall also be disqualified.
- d) If the online technical or Price Bid proposal of the bidder does not adhere to the minimum requirements and timelines of this RFP, the bid shall be declared as non- responsive and will be rejected.
- e) If there is a deviation in the proposal w.r.t requirements, terms and conditions as laid out in the RFP.

**Inability to respond in accordance with the RFP guidelines**

- a) The successful bidder does not accept the letter of Intent within the stipulated time.
- b) The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into an agreement within 15 days of the notification of the award or within such extended period, as may be specified by SDMC.

**Fraudulent and corrupt practice**

- a) Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defines, for the purposes of this provision, the terms set forth below as follows:
- b) “Corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in agreement execution; and
- c) “fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or the execution of an agreement to the detriment of the Purchaser, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
- d) “Unfair trade” practice means supply of goods (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the bid documents, and

RFP for implementation of eSBM including maintenance includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Purchaser

### **Consequences of disqualification**

- b) If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
- c) If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder through online. No further correspondence from the bidder with SDMC will be entertained.
- d) If the disqualification is for the reasons of fraudulent or corrupt practice, SDMC have the right to initiate actions to black list the bidder as per the provisions of the relevant acts/rules

### **3.17 Conflict of Interest**

Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with the SDMC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the vendor to complete the requirements as given in the RFP. Please use format provided in [Form A6<Conflict of Interest>](#) of [ANNEXURE-I](#) of this RFP for making declaration to this effect.

## 4. Bid Submission Instructions

### 4.1 Language of Proposals

The online Proposal should be filled by the Bidder in English language only.

### 4.2 Bid Currency

Prices for services offered shall be quoted in Indian National Rupees (INR) only.

### 4.3 Authentication of Bids

The online Proposal must be supplemented by a Power-of-Attorney in the name of the authorized signatory of the Proposal, in a letter-head of the firm/ organization, duly signed & stamped by the competent authority along with the board resolution statement appointing the competent authority.

### 4.4 Submission of Proposals

Online Bids must be correct and complete in all aspects. SDMC will evaluate the bid based on its clarity, correctness and completeness of its response to the requirements of the project as outlined in this RFP. This RFP process will be administered through the e-Tender Central Public Procurement Portal (CPPP) (URL: <https://etenders.gov.in/eprocure/app>)

Bidder must submit online proposal in two (02) parts as per the format given in this RFP in the following manner:

#### **Part-I: Online Technical Bid**

- Online Technical Bid with all details and all the supporting documents as per the Form (A1): Compliance Sheet for Eligibility Criteria of the ANNEXURE-I & Form (A 11): Compliance sheet for Technical score criteria on QCBS all be uploaded in the technical bid folder at: <https://etenders.gov.in/eprocure/app>

**Note:** Providing any Price Bid information in any form in Part I will render the bidder disqualified

#### **Part-II: Online Price Bid**

- Online Price BID all details of all the components of price bid, the bidder has to first download the price bid format, fill up and upload the same in respective Price Bid folder. No any document is uploaded in the folder at online submission of Bid <https://etenders.gov.in/eprocure/app>

Note:-

- a) All the pages of the Technical proposal document must be sequentially numbered and indexed and must contain the list of contents with page numbers. Any deficiency in the

RFP for implementation of eSBM including maintenance documentation may result in the rejection of the Bid.

- b) *The proposal/bid must be prepared in indelible ink. It must not contain any interlineations or overwriting.*
- c) *All pages of the bid must be initiated and stamped by the person or persons who sign the bid.*
- d) *The Bidder is advised to submit the online Bid well before the last date in order to avoid any inconvenience at the last moment.*
- e) *The online bids received prior to the closing time and date of the bids shall be taken as valid and will be further processed for evaluation.*

#### **4.5 SDMC's Right to Accept or Reject Any or All Proposal(s)**

The SDMC also reserves the right to accept or reject any or all bid(s), without thereby incurring any accountability to the affected Bidder(s) or any responsibility to inform the affected Bidder(s) of the reasons of accept or reject any or all Proposal(s).

The acceptance of the RFP response will rest with the SDMC, which does not bind themselves to accept any specific bid and reserve the right to reject any or all the proposals received, without assigning any reason. All bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. Canvassing about this RFP is strictly prohibited, and the proposal responses submitted by the Bidders, who may resort to canvassing, will be liable to rejection.

In the event of identification of a potentially abnormally low or high Bid, the SDMC may seek written clarifications from the Bidder, including detailed price analyses of its Price Bid in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. After evaluation of the analyses, in the event that the Corporation determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Price Bid, the Corporation reserves the right to reject such Bid.

#### **4.6 Authenticity of the Information and Right of verification**

- a) SDMC reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP for the purpose of Technical evaluation.
- b) In case it is found at any point of time that the bidder has made material misrepresentation or has given any materially incorrect or false information in the proposal, the following provisions shall apply:
  - I. Before the Award of the contract:  
The bid will be out rightly rejected.  
The EMD will be forfeited.
  - II. After the Award of the contract:  
The agreement will be terminated.  
PBG will be forfeited.

The bidder will be blacklisted, and appropriate penal and legal action will be initiated against the bidder.

#### **4.7 Rights to the Content of the Proposal**

All the bids along with accompanying documentation in response to this RFP shall become the property of the SDMC and shall not be returned after opening of the proposals. SDMC shall have full rights to use or disclose any or all of the information contained in the proposal and can do so without any compensation to the bidders. SDMC shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure. SDMC have the right to use the services of external experts to evaluate the proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation with adequate protection of the confidentiality information of the bidder.

#### **4.8 Acknowledgement of Understanding of Terms**

- a) By submitting a proposal, the bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules, Annexures and Appendices hereto, and has fully informed itself as to all the conditions and limitations.
- b) By submitting a proposal in response to this RFP, the

RFP for implementation of eSBM including maintenance bidder shall be deemed to acknowledge that he is in agreement with the terms and conditions of the RFP and the procedures adopted for bidding and evaluation of the responses of the bidders.

#### **4.9 Clarification on Bids**

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

#### **4.10 Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

##### **Registration**

- a) Bidders are required to register on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app> ) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

### **Searching For Tender Documents**

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents I tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### **Preparation of Bids**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading



RFP for implementation of eSBM including maintenance such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **Submission of Bids**

- a) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the

RFP for implementation of eSBM including maintenance bidders, opening of bids etc. The bidders should follow this time during bid submission.

- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **4.11 Governing Law and Dispute Resolution**

- a) The agreement between Corporation and vendor shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules
- b) In case of any dispute arising out of or in connection with the agreement, which is not resolved as per the governance structure provided in this RFP, only the Courts in Delhi shall have sole and exclusive jurisdiction in respect of the dispute arising out of the present agreement.

#### **4.12 IPR (Intellectual Property Rights)**

All the IPRs of the developed/devised module and process shall lie with SDMC only and replication of same shall require prior written consent from SDMC. For proposed application, the following (packages and custom-made developments):

- a) A copy of the application with current source code and the means of compiling /deployment of that code.
- b) A copy of all sub-versions of source code along with external libraries and extension required to code and the means of compiling that code.

- c) Copies of the current and upgraded design documents or technical documents that can be used by IT staff in supporting the applications or in making modifications to existing code.
- d) Any other artefacts created for/during the assignment.

#### **4.13 Sensitive Data Protection**

- a) In the entire period of Contract, the vendor should adhere to, IT Act 2000, IT Act 2008 (amendment), Cyber Security Laws, Role of Cert-In, the Information Technology (Reasonable security Practice and procedures and sensitive personal data of information) Rules, 2011, Sensitive Personal Data Information Rules and Privacy of Personal Data etc. issued by Government of India from time to time.
- b) The Vendor is responsible for implementing measures to ensure the overall security of the solution and confidentiality of the data. The Vendor shall monitor production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of the Services. This monitoring shall be through the security controls including:
  - i. Real-time intrusion detection tools
  - ii. Audit review tools
  - iii. Manual processes
- c) Vendor shall develop a detailed security policy for the solution implementation & maintenance. The security policy developed by the Vendor shall be updated to keep the security recommendations current and the same shall be implemented for the solution.
- d) The Vendor with the co-operation of appropriate, appointed representatives of SDMC and the participating departments will manage the response process to security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification of the appropriate authorities. A summary of all security incidents shall be made available to, SDMC on a weekly basis. Significant security incidents will be reported on a more immediate basis.
- e) The Vendor shall produce and maintain system audit logs on the system for a period agreed by the Vendor and the, SDMC, at which point they will be archived and stored at off-site or as desired by SDMC. The Vendor will regularly review the audit logs for relevant security exceptions

## 5. Eligibility Criteria

The eligibility criteria of the bidders shall encompass the following:

<b>S. No</b>	<b>Eligibility criteria</b>	<b>Mandatory documents</b>
1	A proprietorship firm or partnership firm or consortium or joint venture who meets requisite eligibility criteria prescribed in this clause may submit bids in response to this RFP. In case of a JV or Consortium, all JV partners or consortium members shall be jointly and severally liable for the performance of whole contract.	Copy of Certificate of Incorporation/ copy of consortium agreement/ copy of joint venture agreement/ copy of proprietorship agreement/ copy of partnership agreement countersigned by authorized signatory of the bidder.
2	The Bidder should be registered in India and in operation from last more than five years and is ISO/TL 9001 Certified. In case of consortium bid at least one member of the Group shall meet this criterion.	Copy of ISO/TL 9001 Certificate countersigned by authorized signatory of the bidder.
3	The Bidder should have the experience of providing IT/ ITES/loT/ICT services to any of the Municipal Corporations/Public/Private organization. In case of JV/consortium, at least one member of JV/consortium shall meet this criterion.	Copy of Work order and Completion Certificate countersigned by authorized signatory of the bidder.
4	The bidder should have valid Permanent Account Number (PAN) issued from Income tax Authorities	Copy of PAN Card of the bidder countersigned by authorized signatory of the bidder.
5	The bidder should have a valid GSTIN registration Certificate.	Copy of the GSTIN registration certificate countersigned by the authorized signatory of the bidder & copy of GST return of last quarter.
6	The bidder shall not be under declaration of ineligibility/ banned/blacklisted/debarred by any Central/state Government/ any other Government institutions in India for	A self-certified letter signed by the authorized signatory of the Bidder company letterhead.

	corrupt or fraudulent practices or for non-performance in the last three years.	
7	The Bidder should have a minimum average turnover of Rs. 2 Crore from the last three financial years ending with 2019-20. In case of consortium bid at least one member of the consortium shall meet the condition.	<ul style="list-style-type: none"> <li>▪ The bidder should submit the audited balance statement of the bidder for each of the last three financial years ending with 2019-20.</li> <li>▪ Certificate duly signed by Statutory Auditor of the Vendor for turnover as per the format provided in <b>Form A4</b>.</li> </ul>
8	The bidder should have positive net worth as on 31 <sup>st</sup> March, 2020.	<ul style="list-style-type: none"> <li>▪ The bidder should submit the audited balance statement of the bidder for each of the last three financial years ending with 2019-20.</li> <li>▪ Certificate duly signed by Statutory Auditor of the Vendor for turnover as per the format provided in <b>Form A4</b>.</li> </ul>
9	<p>The bidder should have experience of successful completion of similar works of IT software development with Municipal Corporations/Public/Private organization during the last 7 financial years ending 31.03.2020. In case of consortium bid/joint venture bid at least one member of the Group shall meet the condition.</p> <p>The value of work orders to be counted towards work experience shall be as under:-</p> <ol style="list-style-type: none"> <li>a) At least three projects of value greater than Rs. 53 Lakhs each; OR</li> <li>b) At least two projects of value greater than Rs. 80 Lakhs each; OR</li> <li>c) One project of value not less than Rs. 107 Lakh.</li> </ol>	<ol style="list-style-type: none"> <li>1. The Vendor should submit the particulars of the projects as per <b>Form A9</b>.</li> <li>2. Copy of relevant work orders.</li> <li>3. Completion certificate from client confirming year of Go Live/Completion.</li> </ol>

## **6. Bid Opening and Evaluation Process**

### **6.1 Bid Opening Sessions**

- a) Total transparency shall be observed while opening the online proposals/bids.
- b) Corporations reserve the rights at all times to postpone or cancel a scheduled bid opening
- c) The online bids will be opened on the e-tendering portal by the committee to be setup by the Corporations.
- d) The representatives of the bidders are advised to carry the identity card to identify their bonafide submitted as per [Form A7](#) of ANNEXURE-I of this RFP for attending the opening of the proposal. The bidder's representatives, who will be present, may be required to sign evidencing their attendance.
- e) In the event of the specified date of bid opening being declared a holiday for the Corporations, the Corporations will communicate the subsequent date for the Bid opening.
- f) In case there is no representative of the bidder present in the bid opening session, Corporations shall go ahead and open the bid of the bidders.
- g) During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether they comply with the Technical qualification criteria, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- h) Bids for which the requisite online Bid Processing Fees has not been received by the Corporations shall be rejected.
- i) Bids for which the requisite online EMD has not been received by the Corporations or whose EMD is not in order shall be rejected.
- j) The venue of the Bid Opening Sessions will be: Conference Hall, 6<sup>th</sup> Floor, E-1 Block, South Delhi Municipal Corporation, Dr. SPM Civic Centre, J.L. Nehru Marg, New Delhi – 110002.

### **6.2 Bid Evaluation Criteria and Selection Procedure**

The Bidding process below specifies the procedures that would regulate the overall bidding process. It contains standard provisions that have been prepared to Design, Prepare, Advertise/ Publish, Submit, Open, Evaluate, Compare bids and Award of Contract and are to be strictly adhered to by the

bidder.

### **Evaluation of Technical Bids (Eligibility Criteria)**

To evaluate a Bid, the tendering authority shall use all the criteria and methodologies defined in this document. Only those bids will be considered for QCBS evaluation, which fulfil the eligibility and pre-qualification criteria as per Form A1 of ANNEXURE-I of this document and are found to be substantially responsive.

### **Evaluation of Bids on QCBS**

Evaluation shall be on the basis of Combined Quality Cum Cost Based System (QCBS) as under:

- a) Financial Bids of only those bidders will be opened, who score at least 70% in the Technical Scoring in addition to fulfilling pre-qualification criteria as above.
- b) The score of technical proposal will be allotted weightage of 70%, while the score of financial proposal will be allotted weightage of 30%.
- c) The technical score will be arrived at after evaluation of technical bids as per the section parameters for Technical Score on QCBS.
- d) The tender evaluation Committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders shall be announced prior to opening of the Financial Bids.
- e) The rate quoted in Financial Bid must be reasonable and valid till the completion of project. The period can be extended with mutual agreement.
- f) Proposal with the lowest cost will be given a financial score of 100 and other proposals will be given financial scores that are inversely proportional to their prices as clarified in the illustration below.

#### *Illustration-I: Financial Score*

<b>Bidder</b>	<b>Financial Bid Amount</b>	<b>Financial Score</b>
<b>Bidder1</b>	1,20,000	$100000/120000*100=83.33$
<b>Bidder2</b>	1,30,000	$100000/130000*100=76.92$
<b>Bidder3</b>	1,00,000	100

Illustration-II: Technical Score

<b>Bidder</b>	<b>Technical marks obtained by bidder</b>	<b>Final Technical Score</b>
Bidder1	80	100
Bidder2	70	$70/80 \times 100 = 87.5$
Bidder3	75	$75/80 \times 100 = 93.75$

- g) The total score, both technical (TS) and financial (FS), will be obtained by weighing the quality and cost scores and adding them up.

The weight age given to the technical and financial proposals are T = 0.70 and F = 0.30 respectively

Combined total score (S) = (TS x 0.7) + (FS x 0.3)

Illustration-III: Combined Total Score (as per above Illustration-I & II)

<b>Bidder</b>	<b>Score</b>	<b>Combined Total Score</b>
<b>Bidder1</b>	$0.7 \times 100 + 0.3 \times 83.33$	94.999
<b>Bidder2</b>	$0.7 \times 87.5 + 0.3 \times 76.92$	84.326
<b>Bidder3</b>	$0.7 \times 93.75 + 0.3 \times 100$	95.625

**6.3 Highest points basis**

On the basis of the combined weighted score for quality and cost, the service provider shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

If there is a tie between two or more bidders after calculation of combined total score, then the bidder whose price bid is lowest will be considered for award of the contract. Further, if price bids of such bidders happens to be same, then fresh price bids shall be obtained from such bidders in sealed envelope to break the tie. The decision of the Competent Authority of SDMC shall be final.



## 6.4 Parameters for Technical Score on QCBS

Bidders shall be asked to make presentation before the committee formed by SDMC to arrive at the final Technical Score (TS). The technical evaluation of the bids to arrive at Technical Score will be done strictly as per the matrix shown below:

S. No	Parameter	Weightage/ Score	Max. Score
<b>1. Presence of the Bidder in e-governance software solutions</b>			<b>10</b>
a)	1 to 3 Years	5	
b)	3 to 5 Years	7	
c)	More than 5 Years	10	
<b>2. Experience in Design &amp; Development, and successful implementation of similar projects (GPS tracking based software) of value more than 1crore in single order</b>			<b>10</b>
a)	1 to 2 projects	5	
b)	More than 2 projects	10	
<b>3. Quality Certifications</b>			<b>10</b>
a)	ISO 9001:2015	5	
b)	ISO 9001:2015 & CMMi Level 3	7	
c)	ISO 9001:2015 & CMMi Level 4/5	10	
<b>4. Proposed Solution Technical Presentation and demonstration</b>			<b>30</b>
a)	Understanding of Requirements	5	
b)	Readily Deployable Solution with minimal customization	5	
c)	Implementation Approach & Methodology	10	
d)	Technical Demonstration	10	
<b>5. Company Credentials &amp; Performance in e-Governance with Client Testimonials</b>			<b>10</b>
a)	1 to 2 client testimonials	5	
b)	2 to 4 client testimonials	7	
c)	More than 4 client testimonials	10	
<b>6. Financial Capability:</b> The bidder should be operating in the field of IT/ITES/IoT with an average annual turnover in the last 3 financial years ending with 2019-20			<b>10</b>
a)	2 to 5 crores	5	
b)	5 to 10 crores	7	
c)	More than 10 Crores	10	
<b>7. Cloud hosting Experience on Of the Meity empaneled cloud provider</b>			<b>15</b>
a)	1 to 2 Projects	5	
b)	2 to 3 Projects	10	
c)	More than 3 Projects	15	
<b>8. Experience in Managed Service support for 24x7 With Delhi NCR</b>			<b>5</b>
a)	No	0	
b)	Yes	5	

The venue of the technical presentation will be: Conference Hall, 6<sup>th</sup> Floor, Block E-1, South Delhi Municipal Corporation, Dr. SPM Civic Centre, J.L. Nehru Marg, New Delhi – 110002. Date and time shall be intimated later.

## **7. Notification of Award**

- a) The Corporations will issue a Letter of Intent (LOI) to inform the successful bidder by email and/or by post that its proposal has been selected, well in advance prior to the expiry of the validity period or extended validity period.
- b) Contract signing process will take place once the successful bidder submits the performance bank guarantee in accordance with the terms of this RFP.
- c) Upon furnishing of performance bank guarantee by the successful Bidder in accordance with the terms of this RFP, Corporations will promptly notify the unsuccessful Bidder and will discharge their bid security.

## **8. Contract Signing**

SDMC shall notify the successful bidder regarding the acceptance of the proposal. Subsequently, Corporations shall enter into a contract agreement with the successful bidder as per all the terms and conditions of this RFP. The contract will include all the required agreements/sub agreements (including SLA) between the corporations and the Successful bidder. The draft Agreement is provided as ANNEXURE – IV: Draft Agreement of this RFP.

## **9. Non-Disclosure Agreement**

The vendor shall have also to sign a non-disclosure agreement along with the signing of the Agreement.

## **10. Scope of work**

The Scope of Work shall broadly comprise the following activities:

### **a) Installation of GPS devices**

The successful bidder would be required to install the GPS devices in all the SWM vehicles. The vendor will deliver/install/configure approximately 400 Nos GPS devices for the Solid Waste Management vehicles or any other corporation vehicles, with warranty for the period of project i.e 05 years. If on any future date more GPS devices are required, the same shall be provided by the bidder at the unit rate quoted for 400 such devices, or the market rate whichever is less.

**b) Application Development**

The successful bidder shall provide off-the-shelf Web based Vehicle Tracking Software to operate and maintain the GPS based Vehicle Tracking devices installed in Solid Waste Management (SWM) or any other SDMC vehicles in the area. At present 1516 vehicles used for Waste disposal are being monitored. The number of such vehicles is likely to increase from time to time.

The application should be able to add, delete and edit the routes for various vehicles and the way points marking for the spots of collection and dump sites, as provided by the concessionaires of various zones in GIS compatible files. Application must have provision to import, export and modify the routes of all designated vehicles with date, day and time bindings. Any deviation and/or defined logic of deviation must generate the alerts/triggers and exception report for view by the department officials.

The application shall be hosted on Meity empanelled Cloud Service Providers (CSP) – cloud specification mentioned at point No 6 under deliverables, SMS gateway with its integration, email gateway and integration and web maps services (open street map) API integration, later the same be integrated with GIS maps procured by SDMC in future. It also includes creation and management of domain & sub-domain names with SSL secure.

**c) Development of Mobile App**

The successful bidder must also develop a mobile app tightly integrated with web application. The mobile app will be in two parts; first part will be used by driver/helper of the garbage transporting vehicles to capture and upload the photos/videos (short) of the bins, dhalaos & dumping sites etc. second part will cater the need of MIS reports and system performance dashboard that will used by officers of various zones and HQ of SDMC. Apart from MIS report this mobile app must have the reverse-geo-coding mechanism implemented by which the inspecting officers can easily get the information of the ward, assigned vehicles and their routes with history. The mobile app should also be able to integrate with existing mobile app to provide a citizen grievance redressal functionality with real time monitoring.

**d) MIS and Reporting Module**

The application should provide real-time monitoring of the vehicles and also have provision for self-generated configurable periodic role-based reports through email and/or SMS to designated

RFP for implementation of eSBM including maintenance email IDs/mobile numbers. The application should provide a dynamic reporting system / MIS. The application should be able to provide customized, zone-wise, role-based MIS reports and dashboard as per requirements. The number of reports and their format can be changed by SDMC anytime as per the need.

**e) Predictive Modelling Module**

AI Module is a critical requirement to optimize routes, frequency and cost. It should be able to predict preventive maintenance schedule for all vehicles based on analysis of past trips and performance. It should thus be able to optimize the overall cost. Following or more algorithms may be used as per the requirement:

- Support vector machine algorithm
- K Nearest Neighborhood algorithm
- Statistics based methods like Frequency Ratio Method, Information Value Method and Weight of Evidence Method.

**f) Vendor Management System**

SDMC should be able to manage its concessionaires (vehicle operators) engaged for solid waste collection using a highly secure web-based system. SDMC should be able to add/update contracts and define performance parameters for benchmarking and penalty clauses like missed routes, availability of vehicles, incorrect routes etc. Accordingly, the Penalty Processing system should be able to pick data from all of these systems and calculate payments to be made to a concessionaire. The application should be able to integrate with the existing RFID based third party application to generate alerts for bin management.

**g)** It is assumed that the entire route of a vehicle is covered by GPS and mobile network. But there might be some parts of the route where there is no network coverage. So, the system must work in off-line mode too for these areas and will provide the data once the vehicle enters the zone where network is available.

**h)** The successful Bidder shall be responsible for catering to the new functionalities in the system if required during the Contract Period. There will be no additional cost for such change requests.

**i)** All data generated during the operation period shall be the property of SDMC. However, its proper and secure backups and restoration will be managed by the successful bidder on the mutually decided intervals.

**j)** The successful bidder has to integrate (with APIs) with the existing RFID based application being operational at various dumping sites of the corporation used to weigh the exact weight of the vehicles using weighbridge machines to import weight data (laden & unladen), generate and maintain specific MIS in prescribed formats.

**k)** The successful bidder has to share the necessary APIs with specific data returns as per the requirements for further integration with other internal or external applications as per need.

**l)** All the supporting accessories and associated software, monitoring dashboard will be provided by the successful bidder and apart from the quoted in the financial proposal, no other cost will be entertained thereafter the award of the project.

**m)** During AMC period, service to ensure the proper uptime of application, regular maintenance of database including backup & restoration, maintenance of GPS devices. The maximum acceptable downtime will be as per SLA mentioned in Clause 10.6 from time of registration of the complaint. The support shall be provided 24x7. In case the vendor fails to adhere to the downtime stipulated in SLA Clause 10.6, penalty clause will apply.

**n)** To provide and depute trained/skilled manpower 01 at each zone and 01 manpower at Headquarter (HQ) level for training and daily hand-holding support of the concerned zonal officers. At HQ level 01 developer and 01 system & database admin is to be deployed for technical support and catering the MIS generation and modifications in the application in terms of generation of new features, reports, import/export of data, cloud management/maintenance works etc.

**n)** To provide and depute trained/skilled manpower of 10 Command & Control Executive (CCEs) at HQ for operating and monitoring the e-SBM project and application, the deputed CCEs will be responsible for various tasks like Attending phone calls, regular monitoring of vehicles, escalation alerts, coordination with zones and redressal, updation of public grievances and MIS generation.

## 11. Deliverables

The successful bidder shall deliver / provide the following:

1. Installation of GPS device in the required vehicles
2. Application Software
  - a) Web based Application Software with hosting services overlaid on GIS web maps of open web map platform alongwith APIs to enable any third-party integration in future.
  - b) Route Management Module
  - c) Reporting/MIS Module
  - d) Predictive Modelling Module
  - e) Vendor Management System
3. Mobile App in Android & iOS platform
4. Complete documentation and source code for both the application and the mobile app.
5. Support and Maintenance
  - a) Deployment of 10 CCEs (Command & Control Executive) along with 5 trained/skilled manpower and 1 developer and 1 system administrator (with minimum 5 years work experience) for 5 years.
  - b) After UAT, deployment of 4 trained and skilled manpower at zonal level & 1 Trained and skilled manpower at HQ (with minimum 3 years work experience) with below skill set-
    - i. Knowledge and understanding of web application and its functioning and user operations & management.
    - ii. Understanding of GIS maps and hands-on experience to maintain/modify/addition/deletion of the GIS map features such as waypoints/plotting route path etc.
    - iii. Generate reports from the application, extract data and analyze it as per the officers need in excel pivot etc.
    - iv. Periodic training and capacity building of the zonal officers and providing hand-holding support to operate the application.
    - v. Coordinate with the team of IT department if any specific requirement arises to get it implemented in

the application.

- c) After UAT, deployment of 02 trained (01 developer and 01 system administrator) and skilled manpower at HQ level perform with below skill set-
- i. Sound knowledge and understanding of application design and its operations with cloud deployment.
  - ii. Application programming knowledge and practical experience of the selected programming stack by the successful bidder.
  - iii. Application back-end understanding of Database schema, data import/export operations, SQL query execution with spatial analysis.
  - iv. GIS knowledge to perform spatial analysis and to implement system logic for application triggers to generate exception reports etc. and management of GIS features in various layers of maps to be used in the application.
  - v. Coordinate with the team of the IT Department if any specific requirement arises to get it implemented in the application.

### 11.1 Cloud server specifications:

Server architecture should be load balanced setup with multiple nodes at each level, for example, web server and Application server should be at least two nodes; File Server at least two nodes; Master-slave database setup at least two nodes. The system should have a DR setup too.

S. No	Server	CPU	RAM	HDD (GB)	OS
1	Database server	8	64	1000	Linux
2	Application server	8	32	1000	Linux
3	File storage server	6	12	500	Linux

### 11.2 Technology and Programming stack:

- 1) Application front-end with UI and functional/logical part:
  - a) Open-source technology platform using like python, Java etc.
  - b) Javascript (JS)
  - c) HTML 5 with CSS3 (bootstrap or tailwind CSS may be used)
  - d) Open-layer maps – OSM (or later the same be integrated with GIS maps procured by SDMC in future)

- 2) Messaging Architecture
  - a) System should use high performance messaging architecture like Kafka and should use latest technology.
- 3) Database design and development:
  - a) Postgresql 10 or higher with relevant extensions.
  - b) Postgis 2.4 or higher for spatial analysis
  - c) QGIS 3 for cartography/map plotting etc.

## 12. Functional Requirement:

### 12.1 Installation of GPS devices

- a) **Supply and Installation of GPS Devices:** The successful bidder shall install GPS trackers (with inbuilt GPRS module) in vehicles and manage the tracking of entire fleet operations on a real time basis. The Successful Bidder shall replace a non- functional/faulty device in given time limit from registering of complaint with new device during the contract period. Technical specifications are mentioned in the document.
- b) **Trip Tracking:** The system shall track each and every vehicle carrying the garbage/solid waste from Source to destination. The tracking shall be real time and web based. Entire set of applications and their features shall allow secure web based online access to obtain real time information. The secure access shall be provided through popular browser interfaces.
- c) **Tampering Alert:** In case of tampering of any equipment, component of vehicle tracking system etc., alert should be given through SMS/ On- screen Pop Up Alert with Sound on about 4 to 5 relevant Mobile Nos. or as suggested by.
- d) **Route Deviation/Excess Stoppage Alert:** In case of deviation of vehicle from pre-defined routes or excess stoppage of vehicle beyond a specified time duration alert should be given through SMS on about 4 to 5 relevant Mobile Nos. or as suggested by SDMC.

### 12.2 Web based Vehicle Tracking Software

- a) The Application Software should be hosted by the successful bidder at their own cost during warranty and



AMC period having all the administrative rights and access to the cloud hosting platform. The application should be able to integrate with the third parties through APIs

- b) The offered application software product should be made available and should be able to deliver and start implementation within the specified time frame as mentioned in this RFP.
- c) Geographical Boundaries of Municipal Corporation and have to update the boundaries if new administrative entities are created by the government.
- d) Point data relevant to Source (Depots) and destination.
- e) Real time report of the movement of the GPS enabled vehicles on the map to the users based on their privileges.
- f) The bidder shall provide a dynamic reporting system / MIS. The bidder is also expected to provide customized, zone-wise, role-based MIS reports and dashboard as per requirements. The number of reports and their format can be changed by SDMC anytime as per the need.
  - Live location of the Vehicle
  - Working Hour/ Efficiency reports
  - Detailed Activity reports
  - Vehicle Summary
  - History Report (showing path taken by vehicle)
  - Trip-wise Report
  - Route Deviation Report
  - Vehicle stoppage report.
  - Monthly monitoring summary
  - Periodic report should be sent to dedicated email Id of SDMC.
  - Concessionaire Penalty calculation report.
- g) **Dynamic Route Management:** must be able to create and assign routes based on the landmarks and stoppages with the option to assign single or multiple vehicles on the route created.
- h) **Vehicle Stoppage Tracking:** It is desirable to have mechanism for proper tracking vehicles of stoppages other than solely on GPS device, Firm may use some feasible & reliable wireless-based equipment's to implement this feature. Mobile app with citizen grievance feature Bin Management.
- i) **Database system:** Since the volume of field data likely to

RFP for implementation of eSBM including maintenance increase exponentially hence it is required that the vendor should use any reliable open database system.

- j) **Data Search System:** The concern vendor should provide some text-based search engine for web application for data retrieval Software should have mobile website to allow tracking via smart phone

### **12.3 Training**

Successful bidder shall provide a training manuals and user guides for the system. The Successful bidder shall also provide the training on GPS device and Tracking system to approx. 8-10 users/officials at site locations/office of the consignee. Successful bidder shall develop a training plan that ensures all users of the system receive sufficient training to successfully operate the system. User department will provide the space for training with other logistic arrangement such as Laptop with internet connectivity etc.

### **12.4 Comprehensive Maintenance and Support Service**

Successful bidder has to supply, operate and maintain all the items covered in the scope of this tender during contract period. Comprehensive maintenance service includes application software, parts and service/repair work/replacement of GPS device(s) should be done by the bidder as per specified rates and without any additional charge. In case the supplied items are down and not working, the service provider should attend to the breakdown calls and rectify the problems of Critical, High/Major, Medium, Low/Minor, Very Low/Cosmetic nature The detailed Service Level Agreement (SLA) and Penalty is mentioned in clause 10.6 and the successful bidder. In addition to attending to the Service/Corrective Calls, the successful bidder shall conduct Preventive Maintenance once in every month for all the items supplied / covered in the scope of work.

The Bidder must have a dedicated complaint redressal system or should be able to integrate with centralized CRM of SDMC which is in use at that time. The successful bidder shall also set up a command and control center at SDMC Head quarter and deploy a Project Manager to assist the department and monitor the project for entire period of contract.

### **13. Roles and Responsibilities of the System Integrator**

- a) Understanding the scope of the work.
- b) To provide software and manpower (quantity and skill set mentioned at point no 12.2 & 12.3 under deliverables) for successful implementation/completion of project.
- c) To implement the project with his own men and material by developing required software and also insuring all men, machines and material against all risks.
- d) Backup of data from time to time and providing backup file with compliance report to.
- e) Submission of Monthly report to the.

### **14. Annual Maintenance**

The successful bidder has to ensure the proper uptime of application, regular maintenance of database including backup & restoration and also deployment of designated technical manpower during the project tenure of 5 years from the go-live date.

### **15. Payment Terms and Schedule**

#### **15.1 Performance Bank Guarantee (PBG)**

- a) Within fifteen (15) days of receipt of notification of award of contract from the Corporations, successful bidder shall furnish a PBG from a nationalized bank.
- b) PBG shall be submitted in the format specified in the [Annexure-III](#) of this RFP.
- c) It shall be valid till 180 days after completion of tenure of Contract. However, in case of extension of time period of project, vendor will be required to submit the fresh PBG for value equal to 10% of the total project value for the extended time period.
- d) The Bank guarantee will be for a value equal to 10% of the total contract value.
- e) All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- f) In the event of the bidder being unable to service the contract for whatever reason, the Corporations would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Corporations under the

RFP for implementation of eSBM including maintenance contract in the matter, the proceeds of the PBG shall be payable to the Corporations as compensation for the bidder's failure to perform/comply with its obligations under the contract.

- g) Before invoking the PBG, the vendor will be given an opportunity to represent before the Corporations.
- h) The decision of the Corporations on the representation given by the vendor shall be final.

## **15.2 Liquidated Damages**

In case of any delay in the execution of the contract beyond the stipulated time schedule including any extension permitted in writing, Corporations reserve the right to recover from the vendor a sum equivalent to 0.5% of the value of the delayed deliverable of work for each week of delay and part thereof subject to a maximum of 10% of the value of the contract.

- a) The amount towards Liquidated Damage would be recovered from the amount including Performance Bank Guarantee or any payment to be made as a part of the Agreement. Payment of liquidated damages shall not be the sole and exclusive remedies available to Corporations and the vendor shall not be relieved from any obligations by virtue of payment of such liquidated damages.
- b) If the liquidated damages for any timeline or service level exceed the cap on liquidated damages mentioned in the RFP, Corporations shall have the right to treat it as an event of default and the consequences of event of default as mentioned in the Agreement shall be applicable.
- c) Alternatively, Corporations reserve the right to get the services delivered from elsewhere at the sole risk and cost of successful bidder and recover all such extra costs incurred by Corporations in procuring the services from the resources available including encashment of PBG or any other sources etc.
- d) Alternatively, Corporations may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.

### 15.3 Payment Terms

The payment shall be made by corporations against the invoice of the vendor as per the payment terms mentioned below:

S. No	Milestone	Payment Terms
1	Application "Go-Live" and Cloud Charge  (Application Development and its cloud hosting with successful data flow operations, MIS reports generation, dashboard views and API level integrations.)	<ol style="list-style-type: none"> <li>1. 60% of the Application Development and Cloud charge of 1<sup>st</sup> Year after sign off of the UAT and handover of design and technical documents.</li> <li>2. 30% of the Application Development and Cloud charge of 1<sup>st</sup> Year after the successful implementation as follows:               <ol style="list-style-type: none"> <li>a) Security Audit</li> <li>b) Successful Implementation on Production Server</li> <li>c) Handover of actual running software source code complete in all respects including source code and other supporting libraries.</li> </ol> </li> <li>3. 10% of the Application Development and Cloud charge of 1<sup>st</sup> Year after three months of implementation on production server.</li> </ol>
2	Annual Maintenance Cost	Quarterly (Post Go-Live)
3	Manpower cost	Quarterly (Post Go-Live)
4	Annual Cloud charges ( 2 <sup>nd</sup> year to 5 <sup>th</sup> Year)	Quarterly payment on successful and satisfactory achievement of the SLA criteria and application uptime.

### 15.4 Project component milestone definitions

- a) User Acceptance Test (UAT): Demonstration of the Software solution from Local server using live GPS packets and all other required integration (Email, SMS etc. APIs) and successful display of live dash board and generation of MIS reports also with application management panel.
- b) Go-Live: Successful application demonstration with complete GPS data flow from designated vehicles to application to database storage at cloud platforms and dashboard views, generation of MIS reports and API integration with other required applications. Also handing over the application user and management credential with other deliverables as mentioned in point no. 6.

- c) AMC initiations – Post Go-Live and successful acceptance of application AMC initiation date will be decided for up-to 5 years.
- d) Manpower deployed and costing: Successful deployment of designated manpower with required skill set at zonal level and head-quarter level, aligned with the date of Go-Live.
- e) Cloud hosting charges: Successful procurement of cloud computing and storage servers and producing the relevant document detailing the server specification and tenure.

## 15.5 Project Milestones and Delivery Timelines

The following are the maximum allowed timelines. The timeline for go-live of the application can be reduced on mutual consent of SDMC and the successful bidder.

S. No.	Scope Activity	Milestone	Deliverables	Timeline
1.	<p><b>Phase-1.</b> The bidder MUST clearly understand SDMC's requirements and propose solution to meet the specific ICT (hardware and software) requirements.</p> <p>The bidder MUST study the ICT infrastructure needs of SDMC &amp; visit the site/s and gather the detailed requirement, understand the setup and perform the gap analysis (if applicable) with the proposed solution as given in RFP. Bidder can propose the updated solution to fill the gaps.</p> <p><b>Phase-2.</b> The selected bidder shall develop on the Functional Requirement Specifications (indicative but not exclusive) provided in this RFP and prepare System Requirement</p>	<p>Submission and acceptance of Business Requirement Document (BRD),</p> <p>Sign-off of the BRD by IT Department and user department.</p>	<ol style="list-style-type: none"> <li>1. System Design Document &amp; process flow etc.</li> <li>2. All Policy, Plan &amp; Methodology Documents.</li> <li>3. Final Bill of Material (BOM) for Solution Implementation</li> </ol>	<p><b><math>T_1 = T_0 + 2</math> weeks</b></p> <p><b><math>T_0 =</math> Date of signing of contract.</b></p>

	<p>Specifications. The Bidder shall perform the following tasks:</p> <ol style="list-style-type: none"> <li>a) System Requirement Specifications.</li> <li>b) Design of Application.</li> <li>c) Customize packaged software for an application, if applicable.</li> <li>d) Design of Workflow with well-defined business rule for the application.</li> <li>e) Design of Document management System.</li> <li>f) Design of Application Architecture.</li> <li>g) Design of Logical and Deployment Architecture.</li> <li>h) Design of Integrations methodology. If any.</li> <li>i) Design of Quality Assurance Plan &amp; Methodology.</li> <li>j) Design of Security Policy.</li> <li>k) Design of Transition policy and Plan, during and at the end of the tenure of the agreement or termination of the agreement.</li> <li>l) Design reports as required by SDMC.</li> </ol>			
<b>2</b>	1. The bidder must provide a details document of the	Submission and Acceptance& Sign-off of	Document submission	<b>T<sub>2</sub> = T<sub>1</sub> + 2 weeks</b>

	<p>software process architecture with data flow and its representation to the end user.</p> <p>2. Elaboration of every process flow for data capturing, data analysis, its plotting and representation and MIS preparation along with backend database structure (ER diagram)</p>	<p>Software requirement System (SRS) and Functional Requirement Document (FRS) by IT Department.</p>	<p>SRS &amp; FRS capturing details of Process flow, system design (forms and schema design) MIS reports, APIs.</p> <p>Hosting environment architecture with OS &amp; required libraries.</p>	
<b>3</b>	<p>1. Development of the SDMC solution based on the specifications finalized through the System Requirement Specifications and Solution design.</p> <p>2. Supply web-based application software with complete hosting services on Meity empanelled cloud service providers, SMS gateway with its integration, email gateway and integration and web maps services API integration, later the same be integrated with GIS maps procured by SDMC in future. It also includes creation and management of domain &amp; sub-domain names with SSL secure.</p>	<p>Deployment of developed software solution on local UAT server (provided by vendor) and sharing the testing URL.</p>	<p>Software solution deployed on Local UAT server of vendor.</p> <p>Submission of source code and external libraries used.</p> <p>Operational user manual and Technical document (deployment and configuration details) of the software solution.</p>	<b>T<sub>3</sub> = T<sub>2</sub> + 8 weeks</b>
<b>4.</b>	<p>User Acceptance Testing (UAT)-Application debugging and securing the source code.</p> <p>Incorporation of the</p>	<p>Successful UAT (User Acceptance Test) of the solution developed from the local UAT</p>	<p>Submission of updated and debugged source code and external libraries used.</p>	<b>T<sub>4</sub> = T<sub>3</sub> + 2 weeks</b>



	observations provided by SDMC during UAT in the software solution.	server using the actual GPS devices (10 devices per zone).  Application Solution Sign-off by IT department.	Updated Operational user manual and Technical document (deployment and configuration details of all tools used) of the software solution.  Cloud hosting credentials (FTP, remote connection, Database server credentials etc).  Domain Name registration and wild card SSL secure implementations.	
5.	Deployment of software solution in production environment using cloud platform under Meity CSPs and 'Go-Live' of application using real environment setup as described under scope of work.	Successful 'Go-Live' of software solution in production environment and obtaining Go-Live sign-off from IT department.	Provide domain name registration and implementation details along with screenshot proofs.  Application security audit and performance testing document/certificate.  Deployment of trained manpower as per scope of work (Point -10) at each zonal HQ and at Command & Control room.	<b>T<sub>5</sub> = T<sub>4</sub> + 2 weeks</b>
6.	400 Nos GPS devices for the waste disposal vehicle, with warranty and configuration for the period of 05 years. If on any future date more GPS devices are required, the same shall	GPS Hardware devices (if required)  Installation, configuration, testing and operation & maintenance for 60 Months after Go-Live of software solution.		

	be provided by the bidder at the rate quoted for 400 such devices, or the market rate whichever is less.			
7.	The successful bidder must ensure the proper uptime of application, regular maintenance of database including backup & restoration and also deployment of designated technical manpower and maintenance of GPS devices during the project tenure of 05 years.	Operation & Maintenance	Submission of application satisfactory report from zonal HQ offices and for Command & Control operations.  Reports of complaints resolved and application logs for changes and up-gradations.	<b>T<sub>6</sub> = T<sub>5</sub> + 60 months</b>

### 15.6 Service Level Agreement and Penalty

The purpose of this Service Level Requirements/agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the vendor to SDMC for the duration of this contract period of the Project.

#### **Measurement and Monitoring**

- a) The SLA parameters shall be monitored on a monthly basis as per the SLA parameter requirements.
- b) Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the vendor on monthly basis in the SDMC suggested format and a review shall be conducted based on the report. The monthly Availability and Performance Report will be deemed to be accepted by the SDMC upon review and signoff by both vendor and the SDMC.
- c) The vendor needs to provide the dashboard to the SDMC which shall play a critical role in monitoring the SLA compliance by the SDMC. The vendor has to provide access for report viewing by the designated officers of SDMC. All the reports must be made available to SDMC, as and when the report is generated or as and when asked by the SDMC.

- d) Reports should also be available as “On-Screen Reports” with the capability of exporting it to any user defined format such as word, excel pdf, etc. & print and email feature.
- e) The vendor has to submit all the reports pertaining to SLA Review process within 2 working days after end of the month.
- f) The measurement methodology / criteria / logic will be reviewed by the SDMC.
- g) In case of default on any of the service level metric, the vendor shall submit performance improvement plan along with the root cause analysis for the SDMC approval.
- h) The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned below will lead to penalty as per the SLA clause and will be used to calculate downtime.

### **Penalties**

- a) Payments to the vendor are linked to the compliance with the SLA metrics laid down in the section below.
- b) The penalties will be computed and calculated as per the computation explained herein.
- c) The matrix for monitoring the SLA specifies three levels of performance, namely, Critical, High/Major, Medium, Low/Minor, Very Low/Cosmetic.
- d) Slabs have been created for each SLA and penalty would be imposed on the vendor as per the SLA achievement / non-achievement for the period under consideration.
- e) Penalties are mentioned as a percentage of payment for the components for which the SLA is applicable for the given month.
- f) The penalties on the SLA will be monitored and evaluated on monthly basis. But the payment/deduction for the same will be done quarterly.
- g) No Carry forward of any penalties of SLA calculations can be done from any of the preceding quarters.

**SLA Metric for application**

Severity	Description	Response Time	Resolution time
Critical	Availability of the solution to the end user. Application Management, Application Security, Source Code Re- view process, Connection to 3rd party systems	Immediate	2 Hours
Major	Details of activity log, audit support, Threat Analytics, Integration with Enterprise Systems	Immediate	4 Hour
Minor	Report generation and distribution, Sending alerts to the stakeholders.	1 Hour	24 Hours
Very Low	End user support for their daily activity, management of user profiles and access related issues. Integration of third party tools.	1 Hour	48 Hours

Table 1: Service Level Matrix for the application

**Service Metric**

The service of the application should be available at SDMC working days with 99.9% availability.

**Service metric for support Uptime Metric**

The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total working hours in a month} - \text{downtime hours within the month}) * 100}{\text{Total working hours in a month}}$$

Total working hours in a month

(A month is taken as a calendar month and number of days are actually number of days in each month)

If the service provider fails to maintain guaranteed uptime of 99.9% on Quarterly basis, SDMC shall impose penalty as mentioned below on slab basis.

Sl. No.	Availability in a Quarter	Penalty (In Rs.) for each instance
1.	>= 99.9%	No Penalty
2.	>=99.5% And < 99.9%	1% of cost of Quarterly maintenance charges

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3.	>=99.0% And < 99.5%	2% of cost of Quarterly maintenance charges
4.	>=98.5% And < 99.0%	Penalty at an incremental rate of 1% (in addition to a base of 2%) of cost of Quarterly maintenance charges for every 0.1% lower than the stipulated uptime

Table 2: Penalties for the breach of SLA of the application

If the uptime is below 98.5%, the SDMC shall have full right to terminate the contract with the service provider. The right of termination shall be in addition to the penalty as mentioned above. Uptime will be calculated on monthly basis.

The penalty may be recovered from quarterly payments/ PBG as per discretion of the SDMC, subject to a maximum 10% of total project cost.

**SLA metric for GPS Device**

<b>S. No</b>	<b>SLA</b>	<b>Target</b>	<b>Penalty</b>
1	Availability/Uptime of End Points of GPS Devices	99.00%	99.00% or Better= NIL  98.50% to 98.99%=0.50% of contract value of GPS Devices  98.00 to 99.49% = 1.00% of contract value of GPS Devices  95.00 to 98% = 1.50 % of contract value of GPS Devices  Less than 95% = 5% of contract value of GPS Devices

*Table 3: SLA for availability of GPS devices*

The service of the GPS devices should be at a minimum 99.0 % availability.

**Service metric for Uptime Metric of GPS Devices**

The percentage uptime is calculated on monthly basis as follows:

$$= \frac{(\text{Total working hours in a month} - \text{downtime hours within the month}) * 100}{\text{Total working hours in a month}}$$

(A month is taken as a calendar month and number of days are actually number of days in each month)

**SLA for Cloud Service**

<b>S. No.</b>	<b>Parameter</b>	<b>Target</b>	<b>Basis</b>	<b>Penalty</b>
1	Overall Cloud Solution Availability	>=99.5%	As per occurrence this will be calculated monthly	99.5% to >=99.25%- 10% Quarterly Payment. 99.25% to >=99.15%- 15% Quarterly Payment. 99.15% to >=99.00%- 20% Quarterly Payment. Subsequently, for every 0.5% drop in SLA criteria - 10% Quarterly Payment.
2	Cloud Network Availability	>=99.5%	As per occurrence this will be calculated monthly	99.5% to >=99.25%- 10% Quarterly Payment. 99.25% to >=99.15%- 15% Quarterly Payment. 99.15% to >=99.00%- 20% Quarterly Payment. Subsequently, for every 0.5% drop in SLA criteria - 10% Quarterly Payment.
3	Cloud Virtualization Layer Availability	>=99.5%	As per occurrence this will be calculated monthly	99.5% to >=99.25%- 10% Quarterly Payment. 99.25% to >=99.15%- 15% Quarterly Payment. 99.15% to >=99.00%- 20% Quarterly Payment. Subsequently, for every 0.5% drop in SLA criteria - 10% Quarterly Payment.
4	Cloud Storage Availability	>=99.5%	As per occurrence this will be calculated monthly	99.5% to >=99.25%- 10% Quarterly Payment. 99.25% to >=99.15%- 15% Quarterly Payment. 99.15% to >=99.00%- 20% Quarterly Payment. Subsequently, for every 0.5% drop in SLA criteria - 10% Quarterly Payment.
5	Virtual Operating	>=99.5%	As per occurrence	99.5% to >=99.25%- 10% Quarterly Payment.

	System Availability		this will be calculated monthly	99.25% to >=99.15%-15% Quarterly Payment. 99.15% to >=99.00%-20% Quarterly Payment. Subsequently, for every 0.5% drop in SLA criteria - 10% Quarterly Payment.
6	Cloud Orchestration Layer Availability	>=99.5%	As per occurrence this will be calculated monthly	99.5% to >=99.25%-10% Quarterly Payment. 99.25% to >=99.15%-15% Quarterly Payment. 99.15% to >=99.00%-20% Quarterly Payment. Subsequently, for every 0.5% drop in SLA criteria - 10% Quarterly Payment.
7	Cloud Security Layer Availability.	>=99.5%	As per occurrence this will be calculated monthly	99.5% to >=99.25%-10% Quarterly Payment. 99.25% to >=99.15%-15% Quarterly Payment. 99.15% to >=99.00%-20% Quarterly Payment. Subsequently, for every 0.5% drop in SLA criteria - 10% Quarterly Payment.

Table 4: SLA for availability of cloud services

The Total deduction per quarter shall not exceed 20% of the total annual payment value.



**ANNEXURE – I: Checklist and Forms for Eligibility Criteria and pre-qualification Criteria**

### **Form A1: Compliance Sheet for Eligibility Criteria and pre-qualification criteria**

The Eligibility Criteria and pre-qualification criteria should comprise of the following documents:

<b>S. No</b>	<b>Compliance Criteria</b>	<b>Mandatory Documents</b>	<b>Submitted (Yes/No)</b>	<b>Reference in Response to Proposal (Section # and Page #)</b>
1.	Technical qualification Bid Covering Letter	As per the format specified in Form A2.		
2.	Submission of RFP Processing Fees	Scan copy of Demand draft of RFP Fees		
3.	Submission of Earnest Money Deposit	Scan copy of Demand draft of EMD Fees		
4.	Authorized Signatory of the Bid	Power of Attorney, in the name of person signing the Bid, authorizing them to submit / execute the agreement as a binding document on the letter head of the vendor.		
5	The Bidder should be registered under the company Act and the bidder should be in the business of IT services for last five years (as on 31st March 2020)	Copy of Certificate of Incorporation (Col) countersigned by authorized signatory of the Bidder.		
6.	Permanent Account Number (PAN) of the bidder from Income Tax authorities.	Copy of PAN card of the bidder countersigned by authorized signatory of the Bidder.		

7.	The bidder shall have a valid GSTIN registration certificate.	Copy of the GSTIN registration certificate countersigned by authorized signatory of the Bidder. Copy of GST return of last quarter.		
8.	The bidder shall not be under a declaration of ineligibility / banned / blacklisted / debarred by any State/ Central Government / any other Government institutions in India for corrupt or fraudulent practices or for non-performance in last 3 years.	A self-certified letter signed by the authorized signatory of the Bidder as per the format provided in Form A5 of ANNEXURE – I of this RFP.		
9.	The bidder should have an average annual turnover of Rs. 2 Cr over last three financial year i.e. FY 17-18, FY 18-19, FY 19-20.	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 financial years, FY 17-18, FY 18-19, FY 19-20. Certificate duly signed by Statutory Auditor of the Bidder for turnover from IT services as per the Format provided in Form A4 of ANNEXURE – I of this RFP.		
10.	The Bidder should have positive net worth as on 31st March 2020.	Audited Balance sheet and Profit & Loss account statement of the Bidder for FY 2019-20.  Certificate duly signed by Statutory Auditor of the Bidder as per the Format provided in Form A4 of ANNEXURE – I of this RFP.		

11.	<p>The bidder should have experience of successful completion of similar works of IT software development with Municipal Corporations/Public/Private organization during the last 7 years ending 31.03.2020. The value of work orders to be counted towards work experience shall be as under:-</p> <p>At least three projects of value &gt;Rs. 53 Lakhs each; OR At least two projects of value &gt;Rs. 80Lakhs each; OR One project of value not less than Rs. 107 Lakhs.</p>	<p>The bidder should submit the detail particulars of the projects as per&lt;Form A9: Project Experience&gt; of ANNEXURE -I of this RFP.</p>		
12.	<p>The bidder should have a valid ISO 9001 certification.</p>	<p>Copy of ISO 9001 Certificates countersigned by authorized signatory of the bidder.</p>		

**Form A2: Technical qualification Bid Covering Letter**

(To be submitted on the Letterhead of the vendor)

To,

.....

Dated:

Director (IT),  
SDMC, E1- 24<sup>th</sup> floor, Dr. SPM Civic Centre,  
J.L. Nehru Marg, New Delhi – 110002.

Ref. RFP No.....

**Sub: Submission of Technical qualification Bid Documents for development and hosting of waste management GPS fleet tracking system application & Supply, installation and commissioning of GPS based vehicle tracking devices in garbage lifting vehicles in the SDMC area and maintenance for five years.**

Sir/Madam,

Having examined the requirement mentioned in the RFP , the scope of work for development and hosting of waste management GPS fleet tracking system application & Supply, installation and commissioning of GPS based vehicle tracking devices in Solid waste Management (SWM) vehicles in the SDMC area and maintenance for five years and other terms and conditions, I/We, the undersigned, offer to provide all the services as required and in accordance with the entire Scope of Work as detailed in your Request for Proposal and our technical Proposal.

I/We are hereby submitting our Technical qualification bid in compliance with the 'compliance sheet for the Technical qualification'.

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

I/We agree to abide by all the terms and conditions of this RFP document. I/We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

I/We have not mentioned any Price Bid information anywhere in the Technical qualification bid.

Further, I/We hereby declare that the bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

**Form A3: Particulars of the Vendor**

(To be submitted on the Letterhead of the vendor)

<b>S. No.</b>	<b>Information Sought</b>	<b>Details Furnished</b>
1.	Name and Address of the Bidding Company	
2.	Incorporation Status of The Firm (Public Limited / Private Limited, Etc.)	
3.	Year of Establishment	
4.	Date of Registration	
5.	Roc reference no.	
6.	PAN	
7.	GSTIN	
8.	Details of Company Registration	
9.	Details of Registration with Appropriate Authorities	
10.	Name, Address, email, Phone nos. and Mobile Number of contact person	

Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of vendor:

**Form A4: Financial Information of Vendor**

(To be submitted on the Letterhead of the statutory Auditor)

To,  
.....

Dated:

Director (IT),  
SDMC, E1- 24<sup>th</sup> Floor, Dr. SPM Civic Centre,  
J.L. Nehru Marg, New Delhi – 110002.

Ref. RFP No.....

**Sub: Financial Information of the Vendor**

Sir/Madam,

We have examined the books of accounts and other relevant records of <<Vendor Name along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover, Profit before Tax and Profit after tax for the three years i.e. from FY 2017-18 to FY 2019-20 was as per details given below:

<b>Financial Information</b>			
	<b>2019-2020</b>	<b>2018-2019</b>	<b>2017-2018</b>
<b>Turnover (in INR Crores)</b>			
<b>Profit Before Tax (in INR Crores)</b>			
<b>Net Worth (in INR Crores)</b>			
<b>Turnover from IT support services (in INR crores)</b>			
Any Other Relevant Information			

(Signature of the Chartered Accountant)

Name:

Designation:

Membership Number:

Date:

Company Seal:

Business Address:

**Form A5: Undertaking of not being Ineligible /banned /blacklisted /debarred**

(To be submitted on the Letterhead of the vendor)

To,  
.....

Dated:

Director (IT),  
SDMC, E1- 24<sup>th</sup> Floor, Dr. SPM Civic Centre,  
J.L. Nehru Marg, New Delhi – 110002.

**Sub: Undertaking of not being Ineligible / banned / blacklisted / debarred**

Sir/Madam,

I/We confirm that our company is not under a declaration of not ineligible / banned / blacklisted / debarred in any manner whatsoever by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government as on Bid submission date.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:



**Form A6: Undertaking on Conflict of Interest**

(To be submitted on the Letterhead of the vendor)

To,  
.....

Dated:

Director (IT),  
SDMC, E1- 24<sup>th</sup> Floor, Dr. SPM Civic Centre,  
J.L. Nehru Marg, New Delhi – 110002.

**Sub: Undertaking on Conflict of Interest**

Sir/Madam,

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the vendor or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with the Corporations.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold Corporations harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by Corporations and/or its representatives, if any such conflict arises later.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

**Form A7: Authorization for Representation at Bid Opening**

(To be submitted on the Letterhead of the vendor)

To,  
.....

Dated:

Director (IT),  
SDMC, E1- 24<sup>th</sup> Floor, Dr. SPM Civic Centre,  
J.L. Nehru Marg, New Delhi – 110002.

Sir,

**Sub: Authorization for Representation at Bid Opening**

I/We declare and confirm that Mr./Ms. \_\_\_\_\_ has been duly authorized by <Vendor Name> to represent us at the opening of Technical bid/Price Bid (whichever applicable) bids. He/ She shall be carrying valid photo identification as per below details:

<b>Name as on the ID</b>	
<b>ID Number</b>	
<b>Designation</b>	

\*Maximum 2 persons per vendor

We undertake to furnish any additional documents that may be requested by you in respect of the aforesaid authorization.

Encl: <Photocopy of the ID of the representatives>

Yours Sincerely,

Name & Signature of authorized signatory:  
Name of the Firm:  
Full Address:  
Company Seal:

**Form A8: Undertaking on Impact of Litigation**

(To be submitted on the Letterhead of the vendor)

To,  
.....

Dated:

Director (IT),  
SDMC, E1- 24<sup>th</sup> Floor, Dr. SPM Civic Centre,  
J.L. Nehru Marg, New Delhi – 110002.

**Sub: Undertaking on Impact of Litigation**

Sir/Madam,

I/We have read and understood the contents of the Request for Proposal and pursuant to this hereby confirm that we continue to satisfy the eligibility criteria laid out at the time of short-listing us to participate in the bidding process to implement for development and hosting of waste management GPS fleet tracking system application & Supply, installation and commissioning of GPS based vehicle tracking devices in garbage lifting vehicles in the SDMC area and maintenance for five years

Moreover, there are no pending litigations in any court of law, which are likely to have a materially adverse impact on our ability to deliver under this project, or to pay our debts as they fall due or on our ability to enter into any of the transactions contained in or contemplated in respect of the IT Services of the proposed project to the Corporations.

Yours Sincerely,

Name & Signature of authorized signatory:  
Name of the Firm:  
Full Address:  
Company Seal:

**Form A9: Project Experience**

(To be submitted on the Letterhead of the vendor)

S. No.	Details Sought	Details Provided
<b>General Information</b>		
1.	Name of the Project	
2.	Name of the Client	
3.	Contact Details of the Client	
<b>Project Details</b>		
4.	Description of the Project	
5.	Scope of Services	
6.	Service Levels being Offered/ Quality of Service (QOS)	
<b>Other Details</b>		
7.	Total Cost of the Project	
8.	Duration of the Project	
9.	Start Date	
10.	Current status	

\*Please use separate forms for multiple citations.

\*Attach copy of work order.

**Form A10: Bidder's details**

(To be submitted on the Letterhead of the vendor)

To,

.....

Dated:

Director (IT),  
SDMC, E1- 24<sup>th</sup> Floor, Dr. SPM Civic Centre,  
J.L. Nehru Marg, New Delhi – 110002.  
Sir,

**Bidder's Details**

S.No.	Particulars	Details to be furnished
Bidder's Profile (In case of JV/Consortium details of each member of the group need to be furnished)		
1.	Name of the company	
2.	Status of the company (Proprietorship, Partnership, Public/Private Limited)	
3.	Address:	
4.	Authorized Person with designation	
5.	Contact No.	
6.	Email ID	
7.	Website of the company	
8.	Incorporation Certificate	
9.	Income Tax Registration /PAN No.	
10.	GST Registration No.	
11.	MSME Certificate (if applicable)	
12.	Self-declaration for not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.	

**Signature of the bidder**

## Form A11: Compliance Sheet for Technical score criteria on QCBS

The Eligibility Criteria and pre-qualification criteria should comprise of the following documents:

<b>S. No.</b>	<b>Compliance Criteria</b>	<b>Mandatory Documents</b>	<b>Submitted (Yes/No)</b>	<b>Reference in Response to Proposal (Section # and Page #)</b>
1.	Presence of the Bidder in e-governance software solutions	A copy of work order and completion certificate from the client.		
2.	Experience in Design & Development, and successful implementation of large scale software projects of value more than 1crore in single order	A copy of work order and completion certificate from the Client.		
3.	Quality Certifications	A copy of certificates.		
4.	Proposed Solution Technical Presentation and demonstration	Presentation and demo of the solution as scheduled decided by SDMC.		
5	Company Credentials & Performance in e-Governance with Client Testimonials	A copy of certificates from the client.		
6.	Financial Capability: The bidder should be operating in the field of IT/ITES/IoT with an average annual turnover in the last 3 financial years ending with 2019-20	Extract of the audited balance sheet and Profit & Loss.		

## RFP for implementation of eSBM including maintenance

7.	Cloud hosting Experience on Of the Meity empaneled cloud provider	A copy of project citation and completion certificate		
8.	Experience in Managed Service support for 24x7 With Delhi NCR	Attach documentary proof		

**ANNEXURE – II: PRICE BID****For implementation and hosting of eSBM including Maintenance for 5 Years “Through Quality and Cost Based Selection (QCBS)”**

To,

Dated:

The Director (IT)  
 South Delhi Municipal Corporation  
 Information & Technology Department  
 24<sup>th</sup> Floor, Dr. SPM Civic Centre  
 J.L. Nehru Marg, New Delhi – 110002

Dear Sir,

In response to the RFP for Supply, Installation, Operation and Maintenance of Waste Management GPS Fleet Tracking System Application and AMC (reference no \_\_\_\_\_ dated \_\_\_\_\_) we hereby submit our commercial offer as below:

S.No.	Project Component	Description	Expenditure frequency	Expenditure (in Rs./Lakh) (Excl. Tax)	
				Monthly	Annual
	Application Development	Application Development	One Time		
	400 GPS Devices	Delivery, installation, configuration of GPS devices on 400 SWM vehicles	One Time		
	Cloud hosting of the complete application	Hosting of application and Database from Go-live, including hiring of Cloud from MEITY empaneled CSP.	Annual		
	Support services for application for 5 years including 1 developer and 1 System Administrator	AMC for application support. Including email & SMS gateway and domain management.	Monthly		
	Technical support engineer 05 Nos. (04 engineer at zonal office and 01 engineer at Head Quarter)	For training/technical support and daily hand-holding support.	Monthly		



RFP for implementation of eSBM including maintenance

	10 Command & Control Executive (CCEs)	CCEs will be deputed in the control room at HQ for operating and monitoring the eSBM project and others. They will also be responsible for various tasks like attending phone calls, regular monitoring of vehicles, escalation alerts, coordination with zones and redressal, updation of public grievances and MIS generation.	Monthly		
	Sub-Total				
	GST 18%				
	Total				
	Total Expenditure for five years inclusive of taxes (GST @18%).				

Thanking you,

Authorized Signatory

Name and seal of the bidder

## **ANNEXURE – III: Performance Bank Guarantee for Contract Performance**

BANK GUARANTEE NO.: \_\_\_\_\_

Dated:

\_\_\_\_\_  
To, Director (IT),  
SDMC, E1-24th Floor,  
Dr. SPM Civic Centre,  
J.L. Nehru Marg,  
New Delhi – 110002.

Whereas, (hereinafter called “the Vendor”) has undertaken, in pursuance of RFP bearing no. dated to provide services for “**Development and hosting of waste management fleet tracking system application and maintenance for 05 years.**” to South Delhi Municipal Corporation.

And whereas we, 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.

And whereas it has been stipulated by in the said contract that the Vendor 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;

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the vendor, up to a total of Rs. (Rupees only) and we undertake to pay you, upon your first written demand declaring the vendor to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. (Rupees 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 Vendor 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 Vendor 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>>

Notwithstanding anything contained herein:

- a) Our liability under this bank guarantee shall not exceed Rs. (Rupees only).
- b) This bank guarantee shall be valid up to .
- c) It is a 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 failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

(Name, Designation, Address, Seal, Date,)

## ANNEXURE – IV: Draft Agreement

THIS Agreement made the ..... date of ..... 2021, between..... (Hereinafter.....referred to as the “VENDOR”) of the one part and ..... (Hereinafter called the “Corporations”) of the other part.

WHEREAS VENDOR has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract and is about to perform services as specified in this RFP .....(hereinafter called “works” ) mentioned, enumerated or referred to in certain Contract conditions, specification, scope of work, other sections of the RFP, covering letter and schedule of prices which, for the purpose of identification, have been signed by ..... on behalf of the .....VENDOR and ..... ( the Corporations) on behalf of the Corporations and all of which are deemed to form part of the Contract as though separately set out herein and are included in the expression “Contract” whenever herein used.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

- a) The Corporations has accepted the tender of VENDOR for the provision and execution of the said works for the sum of ..... upon the terms laid out in this RFP.
- b) VENDOR hereby agrees to provide Services to Corporations, conforming to the specified Service Levels and conditions mentioned.
- c) The following documents attached hereto shall be deemed to form an integral part of this Agreement:

Complete Request for Proposal (RFP) Document	All terms & conditions given in the RFP , corrigendum and addendum, if any
Break-up of cost components	Bidder’s Commercial bid
The Corporations’ Letter of Intent dated <<>>	To be issued later by the Corporations
VENDOR’s Letter of acceptance dated <<>>	To be issued later by the VENDOR
Bid submitted by VENDOR as per file No. <<>>	Bidder’s Technical bid

- e) The mutual rights and obligations of the “Corporations” and

RFP for implementation of eSBM including maintenance  
VENDOR shall be as set forth in the Agreement, in particular:

- VENDOR shall carry out and complete the Services in accordance with the provisions of the Agreement; and
- The “Corporations” shall make payments to VENDOR in accordance with the provisions of the Agreement.

NOW THESE PRESENTS WITNESS and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to VENDOR by the Corporations as hereinafter mentioned, VENDOR shall deliver the services for the said works and shall do and perform all other works and things in the Contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said Contract.

AND in consideration of services and milestones, the Corporations shall pay to VENDOR the said sum of ..... or such other sums as may become payable to VENDOR under the provisions of this Contract, such payments to be made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each.

**Signature**

**Name:** .....

**Designation:** .....

**Date:** .....

**Place:** .....

**In the presence of** .....

**Signature**

**Name:** .....

**Designation:** .....

**Date:** .....

**Place:** .....

**In the presence of** .....

**Signature**

**Name:** .....

**Designation:** .....

**Date:** .....

**Place:** .....

**In the presence of** .....

**Signature**

**Name:** .....

**Designation:** .....

**Date:** .....

**Place:** .....

**In the presence of** .....

**ANNEXURE – V: Format for Power of Attorney for Lead Member of JV**

*(To be executed on stamp paper of appropriate value)*

Whereas the South Delhi Municipal Corporation (SDMC) (the “Authority”) has invites under e-tendering system for selection of agency for developoment and hosting of waste management GPS fleet tracking system application & Supply, installation and commissioning of GPS based vehicle tracking devices in garbage lifting vehicles in the SDMC area and maintenance for five years

Whereas, .....& ..... (collectively the “JV”) being Members of the JV are interested in bidding for implementation and hosting of eSBM including Maintenance for 5 Years in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the RFP, and

Whereas, it is necessary for the Members of the JV to designate the lead member as the Member in Charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Consultancy and its execution.

NOW, THEREFORE, 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 ....., being the lead Member of the JV, as the Member in Charge and true and lawful attorney of the JV (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the JV and any one of us during the bidding process and, in the event the JV is awarded the Contract, during the performance of the services related to the for implementation and

RFP for implementation of eSBM including maintenance hosting of eSBM including Maintenance for 5 Years, and in this regard, to do on our behalf and on behalf of the JV, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for implementation and hosting of eSBM including Maintenance for 5 Years, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the JV's bid for the for implementation and hosting of eSBM including Maintenance for 5 Years and/ or upon award thereof till the Contract is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For (Signature, Name & Title)

For (Signature, Name & Title)

For (Signature, Name & Title)

(Executants) (To be executed by all the Members of the JV)

Witnesses:

- 1.
- 2.

**Notes:**

- i) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable

RFP for implementation of eSBM including maintenance 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.

- ii) Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- iii) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hogue Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a confirming Apostille Certificate.

## **ANNEXURE – VI: Guidelines for participation of joint venture firms in works tender**

- a) Separate identity/name shall be given to the Joint Venture firm.
- b) Number of members in a JV firm shall not be more than three.
- c) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- d) The tender form shall be purchased and submitted only in the name of JV firm and not in the name of any constituent member.
- e) The joint venture firm shall be required to submit Earnest Money Deposit (EMD) has to be submitted as laid down elsewhere in this document.
- f) A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- g) Once the tender is submitted, the MOU shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- h) Approval for change of constitution of JV firm shall be at the sole discretion of the SDMC. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.
- i) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe the stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.



- j) On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.
- k) On issue of LOA (Letter of acceptance) an agreement among the members of the JV firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV agreement shall be submitted by the JV firm to the SDMC before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit(EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint Venture Agreement shall have, inter-alia following clauses:
- i) **Joint and Several Liability:** Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the SDMC Administration for execution of the project in accordance with General and Special conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the SDMC during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - ii) **Duration of the joint Venture Agreement:** It shall be valid during  
the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.
  - iii) **Governing Laws:** The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- l) **Authorized Member:** Joint venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with

RFP for implementation of eSBM including maintenance respect to the contract would be sent only to this authorized member of the JV Firm.

- m) No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railways in respect of the said tender/contract.
- n) Documents to be enclosed by the JV firm along with the tender.
  - i) In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:
    - a. Notary certified copy of the Partnership Deed
    - b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original)
    - c. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
  - ii) In case of one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of 'KARTA' or Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
  - iii) In case one or more members is/are limited companies, the following documents shall be submitted:
    - a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU. JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other and on behalf of the company.
    - b. Copy of Memorandum and Articles of

RFP for implementation of eSBM including maintenance Association of the Company authorizing the person to do/act mentioned in the para(a) above.

- c. Power of Attorney (duly registered as per prevailing Law) by the Company authorizing the person to do/act mentioned in the Para (a) above.
  
- iv) All the members of the JV shall certify that they have not been black listed or debarred by Railways or any other Ministry/Department/PSU of the Govt. of India/State Government from participation in tenders/contract on the date of opening of bids either in their individual capacity as members of the JV or the JV firm in which they were/are members.

## **ANNEXURE – VII: Terms & Conditions to Apply As Consortium**

- a) Two or more like minded contractor(s) may form a consortium agreement amongst themselves and apply against this tender specification, provided they jointly qualify as per qualification criteria of the tender. The sample format of consortium agreement is enclosed herewith as **Annexure –VIII & IX.**
- b) However, if the bidder is quoting against one or more Sub-stations in his individual capacity, he cannot be a part of consortium agreement to participate in same Sub-stations as notified against this tender specification & vice versa.
- c) If the work experience of one partner is not meeting the entire qualifying criteria, the work experience of the other partner (s) specified in the scope of work shall be added for qualifying the bid in total.
- d) One of the partners shall be nominated as Lead Partner and the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of all partners of the consortium and entire execution of the contract including receipt of payments shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting by a Power of Attorney signed by legally authorized signatories of all partners.
- e) All partners of consortium shall be liable jointly and severally for the execution of contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture / consortium partners having such a provision shall be submitted with the Bid. A statement to this effect shall be included in the authorization mentioned as above as well as in the Bid form and in Contract form (in case of a successful bid).

Note:

- i) Consortium Partner shall be limiting to 3 (three) Members.
- ii) All the Members should be IT Company having valid ISO 9001 Certificate and all other related statutory licenses/documents as per tender.
- iii) Work Order shall be issued in favour of the Lead Partner only.

**ANNEXURE – VIII: FORM OF POWER OF ATTORNEY FOR CONSORTIUM**

**(On Non –Judicial Stamp Paper of Appropriate value to be purchased in the Name of Lead Member)**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder... have formed a Consortium and having our Registered Office

(s) \_\_\_\_\_ /Head Office (s) at \_\_\_\_\_(hereinafter called the ‘Consortium’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns)...do hereby constitute, \_\_\_\_\_ nominate \_\_\_\_\_ and \_\_\_\_\_ appoint M/s..... a company/firm incorporated under the laws of .....and having its Registered/Head Office at \_\_\_\_\_ as our duly constituted lawful Attorney (hereinafter called “Attorney” (hereinafter called Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to Tender Notice No..... for implementation and hosting of eSBM including Maintenance for 5 Years (hereinafter called the “**Owner**”) for which bids have been invited by the Owner, to undertake the following acts :

- a) To submit proposal, participate and negotiate in respect of the aforesaid Bid – Specification of the Owner on behalf of the “Consortium”.
- b) To negotiate with Owner the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the Owner for and on behalf of the “Consortium”.
- c) To do any other act or submit any document related to the above.
- d) To receive, accept and execute the contract for and on behalf of the “Consortium”.
- e) To submit the Contract performance security in the form of an unconditional irrecoverable Bank Guarantee in the prescribed format and as per terms of the contract.

It is clearly understood that the Lead Member shall ensure performance of the contracts(s) and if one or more Member fail to perform their respective portion of the contracts(s), the same shall be deemed to be a default by all the Members.

It is expressly understood that this power of Attorney shall remain valid, binding and irrevocable till expiry of contract period or any extension thereof.

The Consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the Contract with the Owner and / or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Joint Consortium as if done by itself.

IN WITNESS THEREOF the Members Constituting the Consortium as aforesaid have executed these presents on this ..... day of under the Common Seal (s) of their Companies

for and on behalf of the members of Consortium

.....  
.....  
.....

The Seal of the above Partners of the Consortium:

The Seal has been affixed there unto in the presence of:

WITNESS

1.      Signature .....
- Name .....
- Designation .....
- Occupation .....
  
2.      Signature .....
- Name .....
- Designation .....
- Occupation .....

**ANNEXURE – IX: FORM OF CONSORTIUM AGREEMENT**

(To be executed on non-judicial stamp paper of appropriate value to be purchased in the name of executants or as required by the Jurisdiction in which executed)

THIS Consortium Agreement executed on this ..... day of ..... Two thousand

..... by:

M/s. .... a company/Partnership Firm/Sole Proprietorship Organization incorporated under the ..... Act/Laws and having its Registered Office/Head Office at ..... (hereinafter called the "Lead Member/First Member" which expression shall include its successors),and

M/s. .... a company/Partnership Firm/Sole Proprietorship Organization incorporated under the ..... Act/Laws and having its Registered Office/Head Office at ..... (hereinafter called the " Second Member" which expression shall include its successors),and

M/s. .... a company/Partnership Firm/Sole Proprietorship Organization incorporated under the ..... Act/Laws and having its Registered Office/Head Office at ..... (hereinafter called the "Third Member" which expression shall include its successors),and

The Lead Member/First Member, Second Member and the Third Member shall collectively hereinafter be called as the “Consortium Members” For implementation and hosting of eSBM including Maintenance for 5 Years ( hereinafter called the “Owner”) in response to the invitation of bids (hereinafter called as “Tender Notice No.....” Document) dated.....

WHEREAS tender, stipulates that two or more bidder(s) may form a Consortium among them and apply against this tender specification, provided they fulfill the following eligible criteria;

1. They should have legally valid Consortium agreement as per the prescribed format for the purpose of participation in the bidding process. The total no of a Consortium shall be limited to three members.
2. All the Consortium members should be IT Company having valid ISO 9001 Certificate.

3. Consortium as a whole shall meet the qualifying norms specified in the tender, they participate.
4. All the Consortium member(s) shall authorize the lead partner by submitting a power of Attorney as per the prescribed format duly signed by the authorized signatories. The lead partner shall be authorized to receive instructions for and on behalf of all partners of the Consortium and entire execution of the contract.
5. The Consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract.
6. Any member of the Consortium member(s) shall not be eligible either in an individual capacity or part of any other Consortium to participate in the tender, where the said Consortium participates.
7. Work Order(s) will be placed to lead members of the Consortium.
8. In addition to the above all the members of the Consortium should submit the following documents in part-I bid as qualifying terms.
  - A) EPF Code No.
  - B) ESI Code No.
  - C) Service Tax Registration No.
  - D) PAN No.
  - E) TIN No.
  - F) Registration Number of the Sole Proprietor/Firm/Organization.
  - G) Self-attested copy of challan for the last quarter (EPF,ESI & Service Tax)

AND WHEREAS bid has been proposed to be submitted to the Owner by Lead Member based on this Consortium agreement all the members, signed by all the members.



NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises, in the event of the selection of Consortium as successful bidder, all the parties to this Consortium Agreement do hereby agree abide themselves as follows:

M/s ..... Shall act as Lead Member for and on behalf of Consortium Members. The said Consortium members further declare and confirm that they shall jointly and severally be bound and shall be fully responsible to the for development and hosting of waste management GPS fleet tracking system application & Supply, installation and commissioning of GPS based vehicle tracking devices in garbage lifting vehicles in the SDMC area and maintenance for five years as per the scope of work and successful performance of the works, obligations under the same by the Lead Member are as follows:

- i) Despite any breach by the Lead Member or other Member(s) of the Consortium agreement, the Member(s) do hereby agree and undertake to ensure full and effectual and successful performance of the contract with the Owner and to carry out all the obligations and responsibilities under the said Contract in accordance with the requirements of the Contract.
- ii) If the Owner suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the Contract, the Members (s) of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Member to these presents before proceeding against or dealing with the other Members(s). The obligation of each of the member is absolute and not independent of the Consortium or any member.
- iii) The financial liability of the Members of this Consortium agreement to the Owner, with respect to any of the claims arising out of the performance of non- performance of the obligations set forth in the said Consortium agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Consortium agreement. The liability of each Member is absolute and not severable.
- iv) It is expressly understood and agreed between the Members to this Consortium agreement that the responsibilities inter se amongst the Members shall not in any way be a limitation of joint and several

responsibilities and liabilities of the Members to the Owner. It is clearly understood that the Lead member shall ensure performance under the agreements and if one or more Joint venture/Consortium Member(s) fail to perform its/their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Joint venture/Consortium Members. It will be open for the Owner to take any steps, punitive and corrective action including the termination of contract in case of such default also.

- v) This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the courts of Odisha shall have the exclusive jurisdiction within Berhampur in all matters arising there under.
- vi) In case of an award of a Contract, all the Members to the Consortium agreement do hereby agree that Lead Partner shall furnish Performance Bank Guarantee for value of 10% of the Contract Price and additional 1% by the other Consortium Member in the form of an unconditional irrecoverable Bank Guarantee in the prescribed format and as per terms of the contract.
- vii) It is further agreed that the Consortium agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Owner discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.
- viii) Capitalized terms used but not defined herein shall have same meaning as assigned to them in the Tender Documents and/or the agreements.
- ix) In case of any dispute amongst the members of the Consortium, Owner shall not be in any way liable and also the Consortium members shall not be absolved from the contractual obligation in any manner.

IN WITNESS WHEREOF the Members to the Consortium agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal ..... of .....  
(For Lead Member/First Member) has been affixed in my/our  
presence, pursuant to the Board of Director's resolution  
dt.....

(Signature of authorized representative)

Signature.. ..

Name.....

Designation .....

Common Seal of ..... For Second  
Member has been affixed in my/our presence pursuant to  
the Board of Director's  
(Signature of authorized representative)

Signature.. ..

Name.....

Designation .....

Common Seal of .....For Third  
Member has been affixed in my/our presence pursuant  
to the Board of Director's  
(Signature of authorized representative)

Signature.. ..

Name.....

Designation .....

WITNESSES:

1.....

(Signature)

Name .....

(Official address)

2.....

(Signature)

Name .....

(Official address)

**End of Document**