



MUNICIPAL CORPORATION of DELHI  
INFORMATION & TECHNOLOGY DEPARTMENT  
24<sup>th</sup>FLOOR, DR. SPM CIVIC CENTRE  
J.L. NEHRU MARG, NEW DELHI-110002

**NOTICE INVITING E-TENDER**

Ref: Advt. No.- DIT/MCD/2022/D-246

Date : 08.06.2022

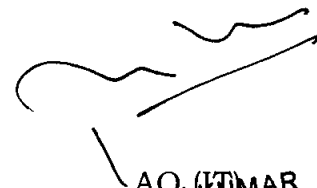
The Municipal Corporation of Delhi (MCD) invites under e-tendering system for selection of Rate and agency to provide GPS tracker system along with SIM subscription including Annual maintenance for 5 years.

The schedule of the tender is as follows:-

S. No.	Particulars	Description
1	Name of Work	selection of Rate and agency to provide GPS tracker system along with SIM subscription including Annual maintenance for 5 years
2	Period of Work	Five years (including defect liability period period)
3	Tender Reference No.	DIT/MCD/2022/...../D-
4	Place of availability of Tender documents (RFPs)	<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> & <a href="https://mcdonline.nic.in">https://mcdonline.nic.in</a>
5	Mode of bid submission	<u>Online;</u> <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
6	Earnest Money Deposit	Rs. 1,00,000/-
7	Non-refundable cost of tender/bid document	Rs. 2,000/-
8	Validity of Tender	180 days from last date of submission of bids
9	Date of issuance of Tender Documents	08/06/2022
10	Clarification Start Date	08/06/2022
11	Clarifications End Date	10/06/2022
12	Pre-bid meeting date & time of tender	10/06/2022 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	11/06/2022
14	Email id to send pre-bid queries	mcd-it@mcd.nic.in
15	Last date and time for submission of Bids	20/06/2021 at or before 03:00 PM
16	Opening of Technical bids	20/06/2021 at 03:30 PM
17	Opening of Financial Bids	To be informed later
18	Address for communication	Director (IT), MCM, IT Department, 24 <sup>th</sup> floor, DR SPM Civic Center, JLN Marg New Delhi-110002.

The above RFP document can be downloaded from the e-tender Central Public procurement portal (CPPP) of Government of India, <https://etender.gov.in/eprocure/app>. A copy of the RFP document is also available on MCD website, <https://mcdonline.nic.in>. The submission of e-Bids will be only through the e-tender portal <https://etender.gov.in/eprocure/app>. Bids will not be accepted in any other form. The terms and conditions of the tender and the project are contained in the RFP document hence forth. Interested firms. Agencies may submit their tender documents along with requisite tender fee, earnest money and other documents as mentioned in the RFP document.



**Note: -** Eligible bids will be opened on the specified date when the participating bidders may present during the bid opening meeting. Any changes shall be published on official website of Municipal Corporation of Delhi <https://etenders.gov.in/eprocure/app>. Further, Price Bid Opening Date, Time & Venue will be intimated to the qualified Bidders at the same or a later date.

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

AO (IT)  
PRAVEEN KUMAR  
Admn. Officer (IT)  
Municipal Corporation of Delhi  
24<sup>th</sup> floor, DR SPM Civic Center  
JLN Marg, New Delhi-110002

**Request for Proposal for Selection of Rate and Agency  
to provide GPS tracker system along with SIM  
subscription including Annual Maintenance for 5  
Years.**



**Information Technology Department (IT)  
Municipal Corporation of Delhi  
S.P.M. Civic Centre, J.L.N. Marg,  
New Delhi – 110002**

**PRAVEEN KUMAR**  
Admn. Officer (IT)  
Municipal Corporation of Delhi  
24th Floor, Dr. SPM Civic Centre,  
Minto Road, New Delhi-110002

## Table of Contents

Table of Contents .....	2
1. Definition .....	5
2. Instructions to the Bidders.....	6
2.1 General Instructions .....	6
2.2 Availability of the RFP Documents .....	7
2.3 Bid Processing Fee (Pre-qualifications Criteria).....	7
2.4 Conditions under which this RFP is issued.....	7
2.5 Compliant Proposals / Completeness of Response .....	8
2.6 Right to Terminate the Process .....	8
2.7 Acceptance of Part / Whole Bid / Modification – Rights there of .....	8
2.8 Power of Attorney .....	8
2.9 Authorized Signatory .....	8
2.10 Bidder clarifications .....	8
2.11 Pre-Bid Conference.....	9
2.12 Proposal Preparation Costs.....	10
2.13 Earnest Money Deposit (EMD) (Pre-qualification Criteria).....	10
2.14 Forfeiture of Bid Security/ EMD .....	11
2.15 Impact of Litigation.....	11
2.16 Disqualification.....	12
2.17 Conflict of Interest .....	14
3. Bid Submission Instructions.....	15
3.1 Language of Proposals .....	15
3.2 Bid Currency .....	15
3.3 Authentication of Bids .....	15
3.4 Submission of Proposals .....	15
3.5 MCD Right to Accept or Reject Any or All Proposal(s) .....	16
3.6 Authenticity of the Information and Right of verification .....	17
3.7 Rights to the Content of the Proposal.....	17
3.8 Acknowledgement of Understanding of Terms .....	17
3.9 Clarification on Bids .....	18
3.10 Instructions for Online Bid Submission .....	18
3.11 Governing Law and Dispute Resolution .....	21
3.12 Sensitive Data Protection .....	21
4. Eligibility Criteria .....	23
5. Bid Opening and Evaluation Process .....	24
5.1 Bid Opening Sessions .....	24
5.2 Bid Evaluation Criteria and Selection Procedure.....	25

5.2.1. Technical bid evaluation .....	25
5.2.2. Price Bid Evaluation Process .....	25
6. Notification of Award .....	27
7. Contract Signing.....	27
8. Non-Disclosure Agreement.....	28
9. Scope of work:- .....	28
10. The Specifications of GPS system is as under:-.....	28
11. Annual Maintenance .....	30
12. Performance Bank Guarantee (PBG).....	31
12.1 Liquidated Damages.....	31
12.2 Service Level Agreement and Penalty .....	33
ANNEXURE – I: Checklist and Forms for Eligibility Criteria and pre-qualification Criteria.....	35
Form A1: Compliance Sheet for Eligibility Criteria.....	36
Form A2: Technical qualification Bid Covering Letter .....	41
Form A3: Particulars of the Vendor.....	42
Form A4: Financial Information of Vendor.....	43
Form A5: Undertaking of not being Ineligible /banned /blacklisted /debarred.....	44
Form A6: Undertaking on Conflict of Interest.....	45
Form A7: Authorization for Representation at Bid Opening.....	46
Form A8: Undertaking on Impact of Litigation .....	47
Form A9: Project Experience.....	48
ANNEXURE – II: PRICE BID.....	49
ANNEXURE – III: Performance Bank Guarantee for Contract Performance.....	50
ANNEXURE – IV: Draft Agreement .....	52
ANNEXURE-V:- Compliance of Specifications of GPS Tracking System .....	54



## **DISCLAIMER**

This Request for Proposal (RFP) is issued by Municipal Corporation of Delhi (MCD).

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 Corporation 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. MCD on behalf of the Corporation shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MCD in selecting the vendor who qualifies through this RFP shall be final and MCD reserves the right to reject any or all the bids without assigning any reason thereof. MCD 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. MCD may terminate the RFP process at any time without assigning any reason and upon such termination MCD 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 Municipal Corporation of Delhi.
- d) **"The Purchase Order"** means the order placed by the Municipal Corporation of Delhi 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 Municipal Corporation of Delhi 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 Municipal Corporation of Delhi 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 (MCD) indicating his intention to place a Purchase Order on the successful bidder.



## **2. Instructions to the Bidders**

### **2.1 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 MCD 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) MCD 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.

- 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.

## **2.2 Availability of the RFP Documents**

Bidders can obtain or download the RFP document from the MCD website <https://mcdonline.nic.in> & <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.

## **2.3 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 submit the Bid processing fee of Rs. 2000 (non refundable) online through specified mode on e-tender portal. Proposals received without or with inadequate Bid processing fee shall be liable for rejection.

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

- a) This RFP is not an offer and is issued with no commitment. MCD reserves the right to withdraw the RFP and change or vary any part thereof at any stage. MCD 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 MCD 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 MCD shall not be valid. Oral communications by MCD to bidders shall not be considered binding on MCD.



## **2.5 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.

## **2.6 Right to Terminate the Process**

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

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

MCD 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. MCD also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

## **2.8 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.

## **2.9 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.

## **2.10 Bidder clarifications**

- a) The Bidders should ensure that their queries for the Pre-Bid meeting should reach Director (IT), MCD as per the schedule provided in the

Tender Notification Table.

- b) MCD 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:

**BIDDER'S REQUEST FOR CLARIFICATION / PRE-BID**

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 MCD will be responsible for ensuring that bidder's inquiries have been received by the MCD.
- f) Any requests for clarifications post the indicated date and time may not be entertained by the MCD.
- 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 MCD 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 MCD website <https://mcdonline.nic.in/MCDportal&https://etenders.gov.in/eprocure/app>

**2.11 Pre-Bid Conference**

- a) MCD 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 MCD website <https://mcdonline.nic.in/MCDportal&https://etenders.gov.in/eprocure/app>

ure/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.

## **2.12 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 MCD office at, preparation and submission of proposal, in providing any additional information required by the MCD to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b) MCD, in no case, will be responsible or liable for any cost, regardless of the conduct or outcome of the bid process.

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

- a) Intending eligible bidders are required to submit the EMD of Rs. 1,00,000 online through specified mode on e-tender portal. Proposals received without or with inadequate EMD shall be liable for rejection..
- b) No exemption from EMD and Bid Processing fee for MSME and Startup bidders.
- c) 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.
  - The EMD of the successful bidder will be returned after the successful bidder 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.

## **2.14 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 MCD.
- 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 MCD.
- e) The MCD reserve the right to forfeit the earnest money or part thereof, in circumstances which according to the MCD indicate that the bidder is not adhering to the requirements of executing the project.

## **2.15 Impact of Litigation**

MCD 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 MCD. 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. MCD reserves the right to accept or reject the bids from such bidders at any stage during the bidding process.



## **2.16 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 MCD 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, 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 MCD.

**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 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 MCD will be entertained.
- d) If the disqualification is for the reasons of fraudulent or corrupt practice, MCD have the right to initiate actions to black list the bidder as per the provisions of the relevant acts/rules

### **2.17 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 MCD. 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.





### **3. Bid Submission Instructions**

#### **3.1 Language of Proposals**

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

#### **3.2 Bid Currency**

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

#### **3.3 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.

#### **3.4 Submission of Proposals**

Online Bids must be correct and complete in all aspects. MCD 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 documentation may result in the rejection of the Bid.*

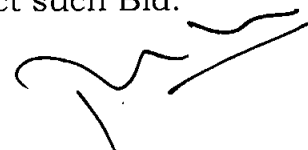
- b) The proposal/bid must be prepared in indelible ink. It must not contain any interlineations or overwriting.*
- c) All pages of the bid must be initiated and stamped by the person or persons who sign the bid.*
- d) The Bidder is advised to submit the online Bid well before the last date in order 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.*

### **3.5 MCD Right to Accept or Reject Any or All Proposal(s)**

The MCD 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 MCD, 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 MCD 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.



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

- a) MCD 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.

### **3.7 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 MCD and shall not be returned after opening of the proposals. MCD 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. MCD 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. MCD 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.

### **3.8 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 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.

### **3.9 Clarification on Bids**

At any stage during the bid evaluation process, MCD, 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.

### **3.10 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 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 "online" 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 scan copy uploaded along with the tender documents.
- 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 while 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 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.

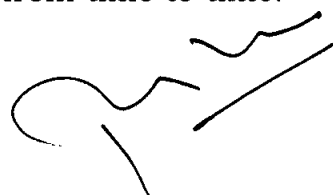
### **3.11 Governing Law and Dispute Resolution**

- 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.

### **3.12 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.

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#### 4. Eligibility Criteria

Copy of supporting documents is required to be submitted as part of Technical BID for establishing Bidders Eligibility and Qualifications.

1. The bidder should have average annual turnover of Rs. 50 Lakh in last 3 financial years. Documentary proof has to be submitted.
2. The bidder should have undertaken at least 2 such assignments of carrying out supply of GPS Tracker system. These orders should be from any Government Departments/Autonomous Bodies/Public Sector units. Along with work order / contract agreement, client reference (name, address, phone no, email) for these projects need to be provided.
3. **Work Experience:** The bidders should have successfully completed work(s) for Supply of GPS Tracker system and maintenance to Central Govt. /State Govt. /Autonomous Body/ PSUs/Nationalized Bank) Organization etc. during last 03 years as given below:

- (i) At least one work of similar nature of Rs. 44 Lakhs or more.

OR

- (ii) Two work of similar nature of Rs. 27.50 Lakh or more.

OR

- (iii) Three work of similar nature of Rs. 22 lakh or more.

Note:- Documentary proof work order / contract agreement, client reference (name, address, phone no, email) for these projects need to be provided.

4. The vendor must have their office in Delhi/NCR or Undertaking should be submitted after award the office may be established within 30 Days in Delhi NCR. Documentary proof should be submitted along with bid documents.
5. The bidder should be in the business of IT Hardware and Software field for the minimum of 5 years. Provide certificate of company incorporation.
6. Self-Attested copy of PAN, TAN, GST, EPF Registration Number and ESI Registration Number must be submitted as part of Technical Bid.
7. The bidder must be certified for ISO 9001,. Please provide documentary evidence.

8. Self-declaration of the Firm/Company/Agency that it has not been debarred and/or Blacklisted in the last five years.
9. The bidder should have on his payroll 20 relevant employees for the proper execution of the contract.
10. Societies, Consortium and Joint Venture are not allowed to bid. Also successful agency will not be allowed to sublet the Project. Self-declaration of the Firm/Company/Agency in this regard needs to be submitted.

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

### **5.1 Bid Opening Sessions**

- a) Total transparency shall be observed while opening the online proposals/bids.
- b) Corporation 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 Corporation.
- 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 Corporation, the Corporation 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, Corporation 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 Corporation shall be rejected.
- i) Bids for which the requisite online EMD has not been received by

the Corporation 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, Municipal Corporation of Delhi, Dr. SPM Civic Centre, J.L. Nehru Marg, New Delhi – 110002.

## **5.2 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.

### **5.2.1. Technical bid evaluation**

- I. The bidders' Technical bid Proposal shall be evaluated as per the criterion specified in the tender.
- II. The bidders shall meet all the mandatory compliance requirements as mentioned in the tender. Failure in meeting the mandatory compliance requirements will result in disqualification of the bidder.
- III. All the bidders will be communicated of the results of evaluation of the technical bids over the e-mail alerts from e-tender.
- IV. The Price Bids of those bidders who qualify in the Technical bid process only will be considered for Price Bid evaluation.

### **5.2.2. Price Bid Evaluation Process**

After the technical evaluation is completed and approved, Corporation shall notify online those Bidders whose Proposals did not meet the minimum technical criterion or were considered non-responsive to the tender and their Price Bid Proposal will be not opened online. Further, only those Price bid proposal should be open of bidders who applied for participations and submitted EMDs.

The online Price Bids would then be opened in the presence of the bidders' representatives on a specified date and time. The bidder names, the bid prices, the total amount of each bid and such other details as corporation may consider appropriate, will be announced and recorded at the opening.

The duly constituted Tender Evaluation Committee by corporation will then evaluate the Price Bid proposal of the technically shortlisted Bidders. The Price Bid evaluation will consider the information supplied by the Bidders in their Price Bid proposal.

Price Bid submission format is present in the Appendix-II of this tender. However, the Bidders must ensure that

- I. The bidder must submit Price Bid Proposal as per format provided in Appendix-II of this tender (Price Bid Format).
- II. Bidders shall give a break-up of the prices in the manner and detail as asked for in Appendix- II of this tender (Price Bid Format).
- III. The currency of the bid shall be in Indian National Rupee (INR) only. Price Bid Proposal in any currency other than INR will be treated as non-responsive and hence will be rejected.
- IV. The bidder as part of the Price Bid should account for all out of pocket and other expenses including all permits, approvals, travel cost and licenses etc.
- V. The Price Bid Proposal should clearly identify as separate amounts, the local, duties, fees, levies, and other charges to be incurred under the applicable law. The final quoted prices shall be inclusive of statutory taxes, duties and other levies. However, rates exclusive of taxes and tax amounts should be clearly mentioned.
- VI. Bidder shall quote unit price for the line items as indicated in the Price Bid-in Appendix- II of this tender. The price quote will be valid throughout the contract duration and will be used only for Price Bid evaluation of the invoice submitted by vendor during the tenure of the project. The actual payment will be as per the agreed terms defined in the payment terms section.
- VII. The Price Bid Proposal will be rejected if the statutory taxes, duties, levies etc. quoted are higher than the prevalent rates as on date of bid submission.
- VIII. The prices/rates quoted by the bidder shall remain firm (fixed) during the entire Contract Period and shall not be subject to any variation on any account except in case of statutory taxes, duties and levies. A bid submitted with a variable price quotation will be treated as non-responsive and hence will be liable to be rejected.
- IX. Date of Opening of the Price Bids of technically qualified bidders will be notified by the corporation later.
- X. The bidder with lowest quoted Price Bid price (L1), including applicable taxes, will be considered for award of the contract.
- XI. In case of similar rates of two or more bidders, department may ask the respective bidders to submit their revised bids in sealed envelope on the time and date fixed by the department.
- XII. The EMD of all the unsuccessful bidder shall be returned once the bidding process is over.



## **6. Notification of Award**

- a) The Corporation 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, Corporation will promptly notify the unsuccessful Bidder and will discharge their bid security.

## **7. Contract Signing**

MCD shall notify the successful bidder regarding the acceptance of the proposal. Subsequently, Corporation 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 Corporation and the Successful bidder. The draft Agreement is provided as

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## 8. Non-Disclosure Agreement

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

## 9. Scope of work:-

The Scope of Work shall broadly comprise the following activities:

1. To Successful bidder would be required to install the GPS tracker system (with inbuilt GPRS module) in devices in all SWM vehicles. The vendor will deliver/install/configured approximately 366 nos. GPS devices for the Solid Waste Management vehicles or any other Corporation vehicles, with warranty/AMC for the period of project i.e 05 years.
2. If on any future date more GPS devices are required, the same shall be provided by the successful bidder at rate quoted for 366 such devices.
3. GPS Data posting to define IP using REST API in JSON data format required from successful bidder.
4. 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.
5. The successful bidder shall be provided SIM subscription for 05 years in each devices.
6. Payment will be done on Quarterly basis ( total contract value for 5 years divided by 20) after deduction of penalty if any.

## 10. The Specifications of GPS system is as under:-

S. No.	Description	Minimum Specification
1.	Type Of Modem	Multi Brand GPRS Modem
	Multi Band GPRS Modem Frequency (MHz)	1800
2.	Minimum Data Rate (Uplink) (kbps)	240
3.	Minimum Data Rate (Download) (kbps)	240
4.	Acquisition Channels (Minimum)	100
5.	Tracking Sensitivity Minimum (dBm)	-150
6.	Horizontal Position Accuracy (meter)	1
7.	Compatible Satellite-based Augmentation System (SBAS)	Wide Area Augmentation System (WAAS), European Geostationary

		Navigation Overlay Service (EGNOS), MTSAT Satellite Augmentation  System (MSAS), GPS-aided GEO Augmented Navigation (GAGAN)
8.	Hot Start Time	Less than 1 sec
9.	Antenna for GPS Receiver and GPS Modem both	Yes
10.	Automotive Electronics Council (AEC) – Q100 qualified GPS Chip	Yes
11.	GPS Manufactured in ISO/TS 16750 Certified Sites	Yes
12.	Built-in storage to store the data for minimum 1 day if the device is out of network	Yes
13.	Data Backup for GPRS Dark Zones (Minimum)	20000
14.	Distance and Time Based Hitting	Yes
15.	Cell tower location information for GPS Dark Zone	Yes
16.	Availability of SIM	Yes
17.	The tracking system has built-in GPS combining with advance AGPS called EASY (Embedded Assist System) and proven “always locate Technology”	To be Compliance
18.	Enclosure Material	ABS
19.	Ingress Protection Rating of Enclosure (IP)	65
20.	LED Indicators	On, GPS, GPRS
21.	Availability of Emergency Alerts (Panic)	Yes
22.	Tamperproof Device	Yes
23.	Device Tampering Alarm	Yes
24.	RS 232 port for RFID Card Reader	No
25.	Battery Backup (Minimum)	6 Hour
26.	Maximum Power (Sleep Mode)	0.1
27.	Maximum Power (Transit Mode)	2
28.	Standard accessories to be supplied with the unit	USB Cable
29.	Minimum Operating Temperature	-20 degree Celsius
30.	Maximum Operating Temperature	65 degree Celsius
31.	Minimum Operating Humidity (RH) (%)	5
32.	Maximum Operating Humidity (RH) (%)	95

33.	Dimensions (L x B x D) (mm x mm x mm)	73.0 x 45.0 x 15.8
34.	RoHS Compliant	YES
35.	Other Certifications available	UL, CE, FCC
36.	Conformance to ISO:16750, Road vehicles-Environmental conditions and electrical testing for electrical and electronic equipment is an ISO standard which provides guidance regarding environmental conditions commonly encountered by electrical and electronic systems installed in automobiles	Yes
37.	Compatibility to operate with the mobile devices	Yes
38.	Alert/Notification facility	Yes
39.	Alert/Notifications method	Server Base and SMS Bith
40.	S/W is capable to allow tracking of all vehicles from same screen with option to search/select individual State/City/Geo Location	Yes
41.	Availability of Data Backup for 365 days	Yes
42.	S/W is capable to download/upload the data of previous year	Yes
43.	Uptime of server to be more than 90%	Yes
44.	Availability of Map for Tracking	Google, Open Street
45.	Option to see Earth View and Satellite View through	Google, Bhuvan
46.	Uptime of the application to be more than 99%	Yes
47.	Product Design and Firmware IP Rights-Owned by the OEM	Yes
48.	Software Solution Code IP Rights-Owned by the OEM	Yes
49.	Warranty	1 Year

## 11. Annual Maintenance

The successful bidder has to ensure the proper uptime of GPS Tracker system, regular maintenance of GPS Tracker System including backup & restoration during the project tenure of 5 years from the go-live date.



## **12. Performance Bank Guarantee (PBG)**

- a) Within fifteen (15) days of receipt of notification of award of contract from the Corporation, 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 3% of the total project value for the extended time period.
- d) The Bank guarantee will be for a value equal to 3 % 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 Corporation would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Corporation under the contract in the matter, the proceeds of the PBG shall be payable to the Corporation 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 Corporation.
- h) The decision of the Corporation on the representation given by the vendor shall be final.

### **12.1 Liquidated Damages**

In case of any delay in the execution of the contract beyond the stipulated time schedule including any extension permitted in writing, Corporation 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 3 % 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 Corporation 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, Corporation 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, Corporation 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 Corporation in procuring the services from the resources available including encashment of PBG or any other sources etc.
- d) Alternatively, Corporation may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.

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## **12.2 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 MCD 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 MCD 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 MCD upon review and signoff by both vendor and the MCD.
- c) The vendor has to submit all the reports pertaining to SLA Review process within 2 working days after end of the month.
- d) The measurement methodology / criteria / logic will be reviewed by the MCD.
- e) 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 MCD approval.
- f) 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 GPS Device**

S. No	SLA	Target	Penalty
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 1: 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)

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

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### Form A1: Compliance Sheet for Eligibility Criteria

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

S. No	Compliance Criteria	Mandatory Documents	Submitted (Yes/No)	Reference in Response to Proposal (Section # and Page #)
1.	Technical qualification Bid Covering Letter	As per the format specified in Form A2.		
2.	Submission of RFP Processing Fees	Copy of proof		
3.	Submission of Earnest Money Deposit	Copy of proof		
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.	Self-Attested copy of PAN, TAN, GST, EPF Registration Number and ESI Registration Number must be submitted as part of Technical Bid.	Copy of the relevant 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 average annual turnover of Rs. 50 Lakh in last 3 financial years. Documentary proof has to be submitted.	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 financial years, FY 18-19, FY 19-20, FY 20-21 or FY 19-20, FY 20-21 and FY 21-22. 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.	<p>Audited Balance sheet and Profit &amp; Loss account statement of the Bidder for FY 2020-21.</p> <p>Certificate duly signed by Statutory Auditor of the Bidder as per the Format provided in Form A4 of ANNEXURE – I of this RFP.</p>		
11.	<p>The bidders should have successfully completed work(s) for Supply of GPS Tracker system and maintenance to Central Govt. /State Govt. /Autonomous Body/ PSUs/Nationalized Bank) Organization etc. during last 03 years as given below:</p> <p>(i) At least one work of similar nature of Rs. 44 Lakhs or more.</p> <p style="text-align: center;">OR</p> <p>(ii) Two work of similar nature of Rs. 27.50 Lakh or more.</p> <p style="text-align: center;">OR</p> <p>(iii) Three work of similar nature of Rs. 22 lakh or</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>		



	more.			
12.	The bidder should have a valid ISO 9001 certification.	Copy of ISO 9001 Certificates countersigned by authorized signatory of the bidder.		
13	The bidder should have undertaken at least 2 such assignments of carrying out supply of GPS Tracker system. These orders should be from any Government Departments/Autonomous Bodies/Public Sector units. Along with work order / contract agreement, client reference (name, address, phone no, email) for these projects need to be provided.	Documentary evidence like work orders/contracts should be submitted with bid documents.		
14	The bidder should have on his payroll 20 relevant employees for the proper execution of the contract.	Documentary evidence like ESI challan/EPF Challan or salary slip of minimum 20 employees should be submitted with bid documents.		

15	The bidder should be in the business of IT Hardware and Software field for the minimum of 5 years. Provide certificate of company incorporation	Documentary evidence should be submitted with bid documents.		
16	The vendor must have their office in Delhi/NCR. Documentary proof should be submitted along with bid documents. The MCD team may visit the site of operation under the technical evaluation criteria.	Documentary evidence should be submitted with bid documents.		



## Form A2: Technical qualification Bid Covering Letter

(To be submitted on the Letterhead of the vendor)

To,  
.....

Dated:

Director (IT),  
MCD, 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 Selection of Rate and Agency to provide GPS tracker system along with SIM subscription including Annual Maintenance for 5 Years.**

Sir/Madam,

Having examined the requirement mentioned in the RFP , the scope of work for Selection of Rate and Agency to provide GPS tracker system along with SIM subscription including Annual Maintenance for 5 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)

S. No.	Information Sought	Details Furnished
1.	Name and Address of the Bidding Company	
2.	Incorporation Status of The Firm (Public Limited / Private Limited, Etc.)	
3.	Year of Establishment	
4.	Date of Registration	
5.	Roc reference no.	
6.	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),  
MCD, 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 2018-19 to FY 2020-21 was as per details given below:

Financial Information	2020-2021	2019-2020	2018-2019
Turnover (in INR Crores)			
Profit Before Tax (in INR Crores)			
Net Worth (in INR Crores)			
Turnover from IT support services (in INR crores)			
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),  
MCD, 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),  
MCD, 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 Corporation.

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 Corporation 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 Corporation and/or its representatives, if any such conflict arises later.

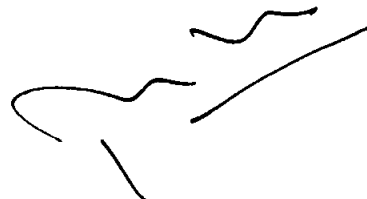
Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

## Form A7: Authorization for Representation at Bid Opening

(To be submitted on the Letterhead of the vendor)

To,

.....

Dated:

Director (IT),  
MCD, 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:

**Name as on the ID**

**ID Number**

**Designation**

\*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),  
MCD, 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 Selection of Rate and Agency to provide GPS tracker system along with SIM subscription including Annual Maintenance for 5 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 Corporation.

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.



## ANNEXURE – II: PRICE BID

Selection of Rate and Agency to provide GPS tracker system along with SIM subscription including Annual Maintenance for 5 Years and other terms and conditions

To,

Dated:

The Director (IT)  
Municipal Corporation of Delhi  
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 Selection of Rate and Agency to provide GPS tracker system along with SIM subscription including Annual Maintenance for 5 Years and other terms and conditions (reference no. \_\_\_\_\_ dated \_\_\_\_\_) we hereby submit our commercial offer as below:

S. No.	Device Name	QTY	Costing per device (exclusive of taxes)	Total Cost
1	GPS Tracking System with 1 year standard warranty/AMC along with subscription of SIM	366		
2	AMC for another 4 years along with subscription of SIM	366		
	Sub total			
3	GST 18%			
	Total			

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),  
MCD, 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 “Selection of Rate and Agency to provide GPS tracker system along with SIM subscription including Annual Maintenance for 5 Years.” to Municipal Corporation of Delhi.

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,)

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

## **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 “Corporation”) 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 Corporation) on behalf of the Corporation 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 Corporation 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 Corporation, 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

Break-up of cost components

The Corporation' Letter of Intent  
dated <<>>

VENDOR's Letter of acceptance  
dated <<>>

Bid submitted by VENDOR as per  
file No. <<>>

All terms & conditions given in the  
RFP , corrigendum and addendum, if  
any

Bidder's Commercial bid

To be issued later by the Corporation

To be issued later by the VENDOR

Bidder's Technical bid

- e) The mutual rights and obligations of the “Corporation” and 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 "Corporation" 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 Corporation 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 Corporation 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:** .....

**Signature**

**Name:** .....

**Designation:**

**Date:** .....

**Place:** .....

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

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

**Signature**

**Name:** .....

**Designation:** .....  
.....

**Date:** .....

**Place:** .....

**Signature**

**Name:** .....

**Designation:**

**Date:** .....

**Place:** .....

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

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




### **ANNEXURE-V:- Compliance of Specifications of GPS Tracking System**

<b>S. No.</b>	<b>Description</b>	<b>Minimum Specification</b>	<b>Compliance or Not (Please Tick)</b>
1.	Type Of Modem	Multi Brand GPRS Modem	
	Multi Band GPRS Modem Frequency (MHz)	1800	
2.	Minimum Data Rate (Uplink) (kbps)	240	
3.	Minimum Data Rate (Download) (kbps)	240	
4.	Acquisition Channels (Minimum)	100	
5.	Tracking Sensitivity Minimum (dBm)	-150	
6.	Horizontal Position Accuracy (meter)	1	
7.	Compatible Satellite-based Augmentation System (SBAS)	Wide Area Augmentation System (WAAS), European Geostationary Navigation Overlay Service (EGNOS), MTSAT Satellite Augmentation System (MSAS), GPS-aided GEO Augmented Navigation (GAGAN)	
8.	Hot Start Time	Less than 1 sec	
9.	Antenna for GPS Receiver and GPS Modem both	Yes	
10.	Automotive Electronics Council (AEC) – Q100 qualified GPS Chip	Yes	
11.	GPS Manufactured in ISO/TS 16750 Certified Sites	Yes	
12.	Built-in storage to store the data for minimum 1 day if the device is out of network	Yes	
13.	Data Backup for GPRS	20000	



	Dark Zones (Minimum)		
14.	Distance and Time Based Hitting	Yes	
15.	Cell tower location information for GPS Dark Zone	Yes	
16.	Availability of SIM	Yes	
17.	The tracking system has built-in GPS combining with advance AGPS called EASY (Embedded Assist System) and proven "always locate Technology"	To be Compliance	
18.	Enclosure Material	ABS	
19.	Ingress Protection Rating of Enclosure (IP)	65	
20.	LED Indicators	On, GPS,GPRS	
21.	Availability of Emergency Alerts (Panic)	Yes	
22.	Tamperproof Device	Yes	
23.	Device Tampering Alarm	Yes	
24.	RS 232 port for RFID Card Reader	No	
25.	Battery Backup (Minimum)	6 Hour	
26.	Maximum Power (Sleep Mode)	0.1	
27.	Maximum Power (Transit Mode)	2	
28.	Standard accessories to be supplied with the unit	USB Cable	
29.	Minimum Operating Temperature	-20 degree Celsius	
30.	Maximum Operating Temperature	65 degree Celsius	
31.	Minimum Operating Humidity (RH) (%)	5	
32.	Maximum Operating Humidity (RH) (%)	95	
33.	Dimensions (L x B x D) (mm x mm x mm)	73.0 x 45.0 x 15.8	
34.	RoHS Compliant	YES	
35.	Other Certifications available	UL, CE, FCC	
36.	Conformance to ISO:16750, Road vehicles- Environmental conditions and electrical testing for electrical and electronic	Yes	

	equipment is an ISO standard which provides guidance regarding environmental conditions commonly encountered by electrical and electronic systems installed in automobiles		
37.	Compatibility to operate with the mobile devices	Yes	
38.	Alert/Notification facility	Yes	
39.	Alert/Notifications method	Server Base and SMS Bith	
40.	S/W is capable to allow tracking of all vehicles from same screen with option to search/select individual State/City/Geo Location	Yes	
41.	Availability of Data Backup for 365 days	Yes	
42.	S/W is capable to download/upload the data of previous year	Yes	
43.	Uptime of server to be more than 90%	Yes	
44.	Availability of Map for Tracking	Google, Open Street	
45.	Option to see Earth View and Satellite View through	Google, Bhuvan	
46.	Uptime of the application to be more than 99%	Yes	
47.	Product Design and Firmware IP Rights-Owned by the OEM	Yes	
48.	Software Solution Code IP Rights-Owned by the OEM	Yes	
49.	Warranty	1 Year	

  
**Pradeep Kumar**  
 Admin. Officer (IT)  
 Municipal Corporation of Delhi  
 24th Floor, Dr. SPM Civic Centre,  
 Minto Road, New Delhi-110002