

# **Request for Proposals (RFP)**

## **Selection of System Integrator**

**for**

**Supply, Install, Operation and Maintenance of**

**RFID Based Bin**

**Management System for Vijayawada Municipal**

**Corporation (VMC)**

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# 1. Invitation for Competitive Bidding

## 1.1. RFP Notice

Vijayawada Municipal Corporation, Andhra Pradesh State seeks proposals from experienced OEMs/Agencies/System Integrators to participate in tender for Selection of System Integrator for Supply, Install, Operate & Maintain RFID based BIN management System in VMC.

## 1.2. Time schedule of various Tender related events:

Time schedule of various Tender related events:

Tender reference no	Rc CE 117244/2018
Issue of Tender call Notice	10.05.18
Date, Time & venue for Pre-bid conference	18.05.18 at Vijayawada Municipal corporation
Last date & time for receipt of Pre-bid queries	19.05.18
Bid Closing date and time	24.05.18 at 3.00 PM
Technical Bid Opening	24.05.18 at 4.00 PM
Commercial bid opening date and time	After technical Evaluation
Bid Document Price	10,000/-
Email for Contact	engineeringvmc@gmail.com

For full details regarding RFP Notification please visit <https://www.ourvmc.org/engg/gentenders.asp>

### 1.3. Important Information related to Bid

This section provides important deadlines and associated activities, such as Bid Security information, Implementation cum Performance Guarantee, Warranty Period.

#	Item	Description
1.	Bid Security (EMD)	<p>Bid Security (EMD): Rs. 50,000/- (Fifty Thousand rupees) in the name of The Commissioner, Vijayawada Municipal Corporation.</p> <p>Note: The Original Copy of EMD should be submitted to VMC before bid closing date &amp; time.</p> <p>EMD shall be submitted in the form of DD/BG from Nationalized bank/Schedule Bank having a Branch at Vijayawada. No interest shall be payable on EMD under any circumstances.</p>
2.	Bid Validity Period	90 days from the date of opening of bid.
3.	Bid Security Validity Period	<p>Validity period for DD: 3 Months (OR)</p> <p>Validity period for Bank Guarantee : 3 months</p> <p>(Bidders may be asked for extending the bid security validity as and when required)</p>
4.	Project/Contract Period	For a period of 3 years with O&M
5.	Implementation cum Performance Guarantee Value (in Rupees.)	10% of Project Value
6.	Implementation cum Performance Bank Guarantee validity period	60 days beyond project period
7.	Period for submission of Implementation cum Performance Bank Guarantee	Within 10 days of receipt of letter of Notification of Award (NoA).
8.	Period for signing contract	Within 10 days from the date of receipt of letter of Notification of Award.
9.	Variation in Quantity	+/- 15% on Total quantity or as per the requirement of the VMC
10.	Payment terms	<ul style="list-style-type: none"> <li>➤ 50% of the P.O value after Installation &amp; commissioning and certified by Concerned Engineering Authority</li> <li>➤ 20% within 30 days after completion of 12 months and certified by Concerned Engineering Authority</li> <li>➤ 15% within 30 days after completion of 24 months and certified by Concerned Engineering Authority</li> <li>➤ 15% within 30 days after completion of 36 months and certified by Concerned Engineering Authority</li> </ul>
11.	Penalty for delay in implementation	Please refer penalty clause.
12.	Address for correspondence in respect of Technical clarifications	<p>Mails: <a href="mailto:ourvmc@yahoo.com">ourvmc@yahoo.com</a>, <a href="mailto:engineeringvmc@gmail.com">engineeringvmc@gmail.com</a>,</p> <p>Web site: <a href="https://www.ourvmc.org/engg/gentenders.asp">https://www.ourvmc.org/engg/gentenders.asp</a></p> <p>E.E Vehicle Depot: Mob: 91-9866514179,9963088879</p>
13.	Conditional bids	Not acceptable and liable for rejection and also liable for forfeiture of the EMD.

14.	Transaction Fee	<p><b>Transaction fee:</b> All the participating bidders who submit their bids have to pay an amount of Rs.10,000/- for transaction fee through D.D in favour of The Commissioner, VMC. The amount payable to VMC is non refundable.</p> <p>Amount of Rs.1,800/- DD in favor of Commercial Tax Officer Vijayawada</p>
15	Transaction Fee Payable to	The Commissioner, Vijayawada Municipal Corporation
16.	Bid submission	Conventional Type. Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/ complying the changes/ amendments issued if any during pre-bid meeting in their bid.
17	Procedure for Bid Submission	Bids shall be submitted offline, proposal is to be submitted in two cover system. The first cover to contain "Technical proposal" and second cover the "Financial proposal".
18.	Other conditions	<p>1. Failure to furnish the required documents will be entitled in rejection of the bid. The VMC shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false/ fabricated/ bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p> <p>2. VMC will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</p>

## 2. Introduction & Scope of Work

### 2.1. About VMC

The **Vijayawada Municipal Corporation** in short (VMC) is the urban planning agency that oversees Vijayawada, the city in the State of Andhra Pradesh. It is the local government for the City of Vijayawada. Its geographical area covers 61.88 Sq km.

VMC objective is to provide time bound solutions to the citizens without their need to run around offices. City is divided 3 Circles.

### 2.2. About the project

The VMC manages the City of Vijayawada. For the betterment of citizens VMC has taken the initiative for new projects under Swachh Bharat Mission and the aim of current project is related to Solid Waste Management under Swachh Bharat Mission and development of open and green spaces. To provide better facilities and services for citizens of Vijayawada, VMC is using new technologies for their City. The main purpose behind this initiative is to manage the movement of solid waste pickup, management of Bins through the various technologies like UHF RFID Readers, IOT Sensors etc. along with innovative Mobile and Web based application to improve and smoothen ground level mechanism for waste collection and disposal.

#### 2.2.1. Current Process of Solid Waste Collection and Disposal

Presently, in VMC area, the solid waste is being collected mainly in following two different ways.

##### a) Door to door Collection:

- In each Ward, various Routes are defined for door to door waste collection.
- A vehicle (Auto) traverses through the route and collects Garbage.
- Collected waste is transferred into Compactors (i.e. large trucks) at predefined intermediate location. The compactors finally dump the waste at disposal site.
- Field supervisor / officer supervise the daily work and prepare reports manually.

##### b) Collection from Fixed points through Storage Bins

- Another method for garbage collection is large Storage Bins are placed at fixed locations in the city.
- Bins are placed at different locations for waste collection. Bins are lifted at least once daily.
- Empty Bin will be placed by the truck and Bin having garbage is lifted by the truck.
- Finally truck will go to dump yard and garbage will be disposed at dump yard.

##### c) Reports

- Necessary reports are generated through a legacy system or manually.
- Date wise, ward wise, zone wise garbage collected.
- Number of trips by each vehicle.

### 2.3. Scope of Work

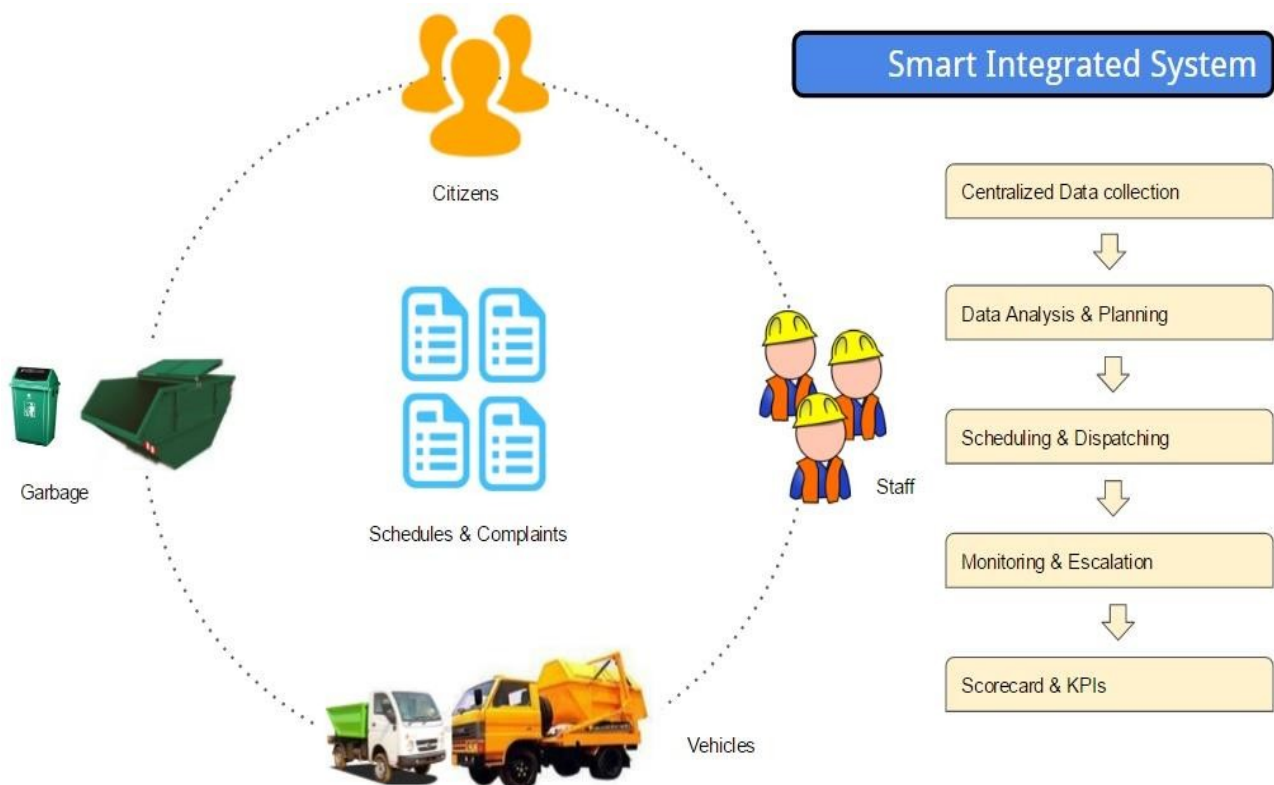
In order to address the above issues, VMC desires to implement the **Bin Monitoring** for its Solid Waste Management Services with necessary Software both server side & device side. The System Integrator should provide end-to-end solution by supply of 656 numbers of RFID tags for Bins and 55 numbers of RFID Readers for vehicles approximately, Application Software, Web interface/portal and related MIS reports.

Integration with Command Control Centre (CCC): Proposed Integrated SWM system needs to have provision to integrate with CCC.

The objective of VMC for Solid Waste Management (SWM) are to control, collect, process, utilize and dispose of solid waste in an economical way consistent with the public health protection.

VMC envisages of implementing the Solid Waste Collection and Monitoring System(SWM) as a city wide integrated platform for its diverse set of waste collection needs which include operations of public transportation, management of vehicles operating for other civic services like solid waste, water distributions , engineering and emergency services.

The scope also includes supply, Implementation and maintenance of web based software system to capture and store data from RFID Readers, and finally generation of necessary MIS reports (Tabular, Map based).





The Scope of work includes:

- a. Supply & Maintenance of 656 nos. of RFID tags, 55 nos. of RFID readers along with web-based software system for a period of 3 years.
- b. Design, development of RFID devices on server side for monitoring of Bin management and GIS based MIS reports as per formats requested by the VMC authorities.
- c. Generation of Various MIS reports defined by the VMC
- d. Help Desk support & deployment of technical support manpower—The identified bidder has to deploy '1' technical support staff for each zone in VMC area to address the technical issues related to RFID devices and deploy '1' Technical Person at vehicle depot for support on the application related issues.

#### **2.4. Detailed Scope of Work:**

To implement the solution, following tasks to be performed:

To control the time base physical presence of the vehicle, RFID system will be implemented:

1. RFID TAG to be mounted on each Bin of 656 No's.
  2. RFID Reader will installed on 55 vehicle approximately (Refused compactors and Dumper Placers)
  3. Vehicle master to be created in the system. (Zone wise, Route wise assigned vehicles, Vehicle type, Vehicle number, Owner / Contractor details, GPS details, RFID Tag details)
  4. For Bin Management:
    - RFID TAG to be mounted in each Bin (656 Bins)
    - Geo-coding of Bin placing locations should be done.
  5. During the Contract period S.I will be fully responsible for replace of faulty/damaged/thefted RFID devices.
  6. After completion of contract period all equipment with 100% working condition will be handed over to VMC.
  7. **MIS & GIS Reports**
    - MIS Reports on at various levels (Zone, Circle...) for various periods (Daily, weekly, monthly),
    - Verification Report & Exception reports to be developed.
- GIS Report on Master Data at various levels (Zone, Circle...) for various periods (Daily, weekly and monthly), and Verification Report & Exception reports to be developed.

- Capturing the GPS Coordinates of the location of data capture is recorded for validation.

#### **A. Report List for Storage Bins**

List of MIS reports will be finalized during implementation.

**B. Internal & External Integrations-** The required application should be developed with latest technologies and should be open with integrations with other applications/portals of the Department. The captured data may require to be integrated with various internal & external interfaces.

**C.** The captured data may need to be integrated with various internal & external interfaces.(existing applications at VMC such as –GIS Module and any other as required by Dept)

**D.** Training needs to be given to all the sanitation staff of VMC

**E.** Customized Source Code of the application shall be under the ownership of VMC and should be handed over to the VMC for release of Payment.

**F.** The server shall be arranged by the bidder. The infrastructure shall be placed in VMC premises/as per the advice dept.

#### **2.5. Stakeholders and Roles**

There are a number of agencies/stakeholders involved as part of project in different steps of the process like VMC, System Integrator etc.

System Integrator / Implementation Partner/ Vendor/Bidder have all the same meaning, referring to the successful bidder who shall undertake to implement the project for which this bid is invited. The following sections discuss in detail the responsibilities and the functions required to be carried out by each one:

##### **a. VMC**

- Enter into Contract Agreement with the identified System Integrator.
- Nomination of Coordinator Circle wise, Transfer Station wise & Zonal wise for monitoring the project implementation on day-to-day basis.
- Provide necessary information to the SI for designing the required Application
- Coordinate with SI for designing the MIS reports & in integration with Department applications
- SLA monitoring at regular intervals.
- Certification towards the performance by the Service provider.
- Facilitate the SI in undertaking Training to the Staff on usage of the Application & Devices.
- Issue necessary instructions/guidelines to the concerned staff on proper handling of the devices.

##### **b. System Integrator**

The selected System Integrator is required to be completely responsible for the rollout of the project and commencement of operations. The bidder is responsible for the complete services as stated in the scope that includes, supply of required Devices, Application Development & Customization duly factoring in compatibility to transact with server, training, installation, maintenance, support etc. ,

The application and database related technical part of the application shall be hosted at central server.

The System Integrator (SI) is responsible for the following:

- i. Commissioning & Maintenance of the **devices for a period of 3 years** from the date of agreement and keeping 5% of devices as spare.
- ii. Collection of Information related to the Bins locations, dump yards.
- iii. Collecting non-working devices from Field and providing them with Functional Devices configured working devices.
- iv. Development of Mobile, DB, Web applications in the development period & Validating & exporting of circles data in to database.
- v. Deployment of suitable server in VMC or any other place specified by VMC for deployment of the Application.
- vi. MIS & GIS reports design and development.
- vii. Development of software to generate payment sheets every month with provision for penalties and Testing of all modules & Security.
- viii. Moving backups at scheduled time & supporting smooth flow of applications.
- ix. Fixing bugs identified in mobile and web applications. Generation of offline reports required
- x. Providing training and handholding of Department nominated Staff in operation of Devices and solution. User manual & Training Manual in Telugu and English and various manuals including Systems Administration Manuals, Installation Manuals, Operational Manuals and Maintenance Manuals.
- xi. Implementing the Dept. change requirements, if any, for executing the federated authentication system to offer uninterrupted services.
- xii. Resolving effectively and within the stipulated time frame, all complaints related to the functioning of the devices/software through a well-managed help desk and service centers. Registering complaints from field and coordinating with respective field support personnel and maintenance team and issue status update.

## **2.6. Minimum Technical Specifications of the Devices required:**

### **2.6.1 RFID Tag Device:**

<b>Particular</b>	<b>Specification</b>
Type	ABS
Supported Transponders	ISO18000-6B / ISO18000-6C (EPC GEN2)
Frequency Range	ISM920~925MHz
Operation Mode	Fixed Frequency or FHSS Software Programmable
Memory capacity	The tag should support ISO18000-6B protocol standard 1K Bits storage capacity, 64bytes writable user area; MR6730B metal supports EPC C1 GEN2 (ISO18000-6C ),with 96Bits writable EPC Code area, 512Bits writable user area, and 32Bits password area.

Reading Rate	Software Programmable, Average Reading per 64Bits : <10ms
Tags material	Metal material
Reading Range	>12 m related to reader and antenna (the farthest distance can reach to more than 1 mtr)
Operation Temp	— 20 degree to +80 degree

### **2.6.2 RFID Reader (with Controller)**

RFID Reader should be capable of GSM / GPRS communication having following minimum features.

<b>Particular</b>	<b>Specification</b>
Protocol	ISO18000-6B / ISO18000-6C (EPC GEN2)
Frequency Range	Standard ISM 920~925MHz
Operation Mode	FHSS
RF Power	0~30dBm, software adjustable
Reading Speed	Software Programmable Average Reading per 64Bits : <6ms
Reading Mode	Timing or Touch, Software Programmable
Communication Mode with	TCP/IP or HTTP and GPRS
Data Input Port	Trigger input one team
Reading Range	Max 1 mtr
Reading Clue	Buzzer
Antenna	Built-in line polarization Antenna, Gain:12dbi
Power Supply	DC +9V (Power Adapter)
GSM/GPRS Option	3G or 4G SIM card
Operation Temp	— 20 degree to +80 degree

*Note: All the above technical specification/s criteria are defined based on minimum requirement.*

The Module list / feature list is generic and actual list will be finalized during implementation.

### **Mapping Platform**

- The successful Bidder should ensure that street level accuracy is obtained in this platform. The successful Bidder will have to define all the Geo-locations, Routes, Bin-locations for mapping platform.
- Updation / changes of Routes, Geo-locations also will be carried out by the Successful Bidder as & when required.

### **2.7. Detailed Bill of Material**

S.No	Item	Total Required Quantity
1	RFID Tags	656 nos.
2	RFID Readers/Controller	55 nos.

The details of Bins & Vehicles for installation are given below:

RFID Tags	RFID Readers
376 Dumper Bins (Mild Steel)	18 Vehicles
270 Compactor Bins( HDPE)	35 Vehicles
10 Hook Loader Bins (Mild Steel)	2 Vehicles

### **2.8. Others points related to the Project:**

- i. The bidder shall develop and customize the application. This application will also store and retrieve relevant data in RFID device, at least till the information is transferred to the central server.
- ii. The bidder shall give training to concerned staff on the use of devices as well as in troubleshooting of simple/basic errors. There will be at least 2 trainings to be conducted for concerned staff. The on-the-job level training will be need based training that will be conducted at the Field level as per the request of the VMC. The contents, trainers and training will be provided by the SI.
- iii. The bidder shall deploy sufficient resources to plan and manage the installation of RFID tags at all service points in the area of operations. The bidder shall ensure that the RFID tags are delivered and installed in a safe and secure manner.
- iv. The selected SI will have to provide a help desk to resolve the difficulties faced by the Staff. Vendor has to issue resolution reports on the complaints received periodically as decided by the department
- v. The SI is also required to provide support to Department in reference to faulty device. They would be required to replace/ fix/provide resolution as per the Service levels mentioned in the RFP. The entire cost of replacement including transportation from the Manufacturing Plant or Port of Landing to the location shall be borne by the SI.
- vi. The SI shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination. The packing shall be sufficient to withstand, without

limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage.

- vii. SI shall provide necessary software and technical document including drivers, installable components, manuals etc. to enable the Department in using devices and also integrating these devices in their existing/new business applications.
- viii. The SI shall be responsible to provide training to the department officials. The training would include basics of the devices, key functionalities and features, usage guidelines, safety measures, etc. The training locations shall be decided by the department and shall be informed to the SI at the time of signing of contract.
- ix. The security of the machine will be the responsibility of the Concerned Staff after handing the machine over to him/her.

## 2.9. Project Time Lines & Implementation Schedule

Following are the timelines for the completion of various phases:

#	Activity	Completion Schedule
1	Date of Issue of Lol	T
2	Customisation of Application, Creation of required Database, Creation of Geo-map/GIS mapping, & Testing of the application.	T+ 6 weeks
3	Deployment, Installation of devices (along with customized application) and <b>start of provision</b> of services	T + 8 weeks
4	Training of manpower	T + 8 weeks

Note:

*SI will need to strictly adhere to the implementation schedule and obtain final acceptance as per the implementation schedule. In case there is delay from bidder in obtaining the final acceptance as per the implementation schedule, In case of a continuous delay of 2 weeks the agreement is liable to be terminated at the discretion of the department.*

## 2.10. Support during the entire Project period:

- i. The SI shall provide support as per the service level agreements mentioned in the RFP.
- ii. The SI shall cooperate with the third-party external quality control for conducting certifications and shall also assist in strengthening of processes by attending to quality control tests.
- iii. In case any of the device models becomes obsolete, the SI shall offer new item/model with the same make and same or higher specification at no additional cost to the department.
- iv. System Integrator shall keep at least 5% spare devices for business continuity in case of any breakdown of the devices. The repair / replacement (as the case may be) would be the responsibility of the SI. Also, it would be the responsibility of SI to collect the faulty devices from the Field.

## **2.11. Deliverables**

The following shall be the deliverables of the SI:

- i. Supplying, Installing and Commissioning the requisite devices with client software as per specifications mentioned in this RFP at the locations identified by the department and keeping in spare, an additional five percentage of devices.
- ii. Training the department officials and other stakeholders on the use of devices and software.
- iii. Resolving effectively and within the stipulated time frame, all complaints related to the functioning of the devices/software through a well-managed service centre.
- iv. User manual & Training Manual in English and various manuals including Systems Administration Manuals, Installation Manuals, Operational Manuals and Maintenance Manuals.
- v. Software Testing Documentation (including details of defects/bugs/errors and their resolution).
- vi. Test Plans and Test cases(including Unit Test Plan, System Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan).
- vii. Periodic Status and Review Reports
- viii. Internal Review and testing documents of the System Integrator
- ix. Software Source Code for the software specifically developed by the successful bidder for this Project.

## **2.12. Change Request:**

The following would constitute a Change request during the Project period:

1. Any work which has not been specifically mentioned in the scope of work.
2. Any changes in the deliverables post approval by the VMC.
3. Any delay in the project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible.

## **2.13. Continuity plan**

The Bidder should propose and follow business continuity plan in case of system is non operational due to any reason like:

- Connectivity problem
- Hardware failure
- Any such issue.

Continuity plan should have various alternatives like:

- Off line operations.
- Redundant connectivity, etc.



## 2.14. Confidentiality and Intellectual Property Rights (IPR)

### *a. Confidentiality*

- The successful bidder must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- The Bidder must remove/ destroy the entire data from his custody after completion of the warranty period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- **Bidder** shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

### *b. Use of documents and Information*

- The bidder shall not, without prior written consent from VMC, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the VMC in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- The bidder shall not, without prior written consent of VMC , make use of any document or information made available for the project, except for purposes of performing the Contract.
- All project related document (including this bid document) issued by Department /VMC, other than the contract itself, shall remain the property of the Department /VMC and shall be returned (in all copies) to the Department /VMC on completion of the Bidder's performance under the contract.
- The vendor will have to submit customised source code required documentations to VMC will have full rights over the customised source code and IPR shall belong to VMC Dept. and vendor will not possess any rights. On changes in the source code or documentation the vendor will have to provide source code / documentation to department from time to time.

## 2.15. Terms of Payment for Cost of Audit

The bidder shall bear their own costs of any audits and inspections. The terms of payment are inclusive of any costs of the solution.

### 3. Pre-Qualification Criteria

The bidders interested for participation should meet the pre-qualification criterion is as under:

S. No.	Description	Supporting Documents to be submitted by the Bidder
1.	<b>Legal Entity:</b> Bidder/OEM must be a company incorporated in India Registered under the Company's Act /proprietorship firm/ partnership firm and be operating for more than 5 years as on bid calling date. Should have valid PAN and be registered with Service Tax(GST) Authorities. Company should have <b>valid GST registration from AP state</b>	RoC Details, Copy PAN, AP GST to be submitted.
2.	The bidder should be manufacturer/ whole sale dealer/ Authorized representative of a manufacturer (OEM) and should be in business of supply and maintenance of the RFIDs related to Solid waste Management.  <i>The OEM / Bidders are requested to follow NOTIFICATION F.No.8(41)/2012-IPHW dated 17th December 2012 issued by Ministry of Communication and Information Technology Department of Electronics and Information Technology, Government of India regarding policy for preference to domestically manufactured electronic goods in procurement due to security consideration and in Government procurement - Notifying electronic products for Government procurement in furtherance of the Policy. This is policy for preference to domestically manufactured electronic goods in procurement.</i>	Should submit valid Manufacturer Authorization Form (MAF) from OEMs of RFID Tags, RFID reader with Controllers and other IT hardware proposed for the project.  <b>Note:</b> The bidder should submit 'Single' MAF for item/items. Multiple MAFs for same item is not allowed.
3.	<b>Financial Turnover:</b> Should have an <b>Cumulative annual turnover of Rs.15 crores</b> from last 3 financial years (FY 2014-15, 2015-16, 2016-17) Should have positive net worth for the last 3 Financial years.	1. Balance Sheets Audited by a Certified Chartered Accountant. 2. CA Certificate for Positive Net worth
4.	<b>Past Experience:</b> Should have LOA/experience in execution of atleast '1' project worth min 30 cr in providing end-to-end solution which involves supply, installation, maintenance of RFID based solution for Real Time Monitoring System /MIS report for any Central /State Govt Departments, PSU bodies in India during the last 3 financial years.	Should submit LOA/Work order copy/ Agreement Copy from the Client Department. <b>OR</b> Satisfactory performance report/work completion report duly signed by the Client should be submitted. <b>OR</b> The Performance report/ Work completion report being submitted should clearly specify the scope of work, period of work, status of work undertaken

5.	The bidder shall have a valid ISO 9001:2008 Certification, ISO 14001 :2015 & ISO 27001 : 2013 as on bid submission date.	Copy of valid Certificates to be enclosed
6.	The bidder/OEM shall not have been blacklisted by or entangled in legal disputes with Central Government or any State Government Organization / Department PSU in India at the time of submission of the Bid.	Bidder and OEM should submit an undertaking that Bidder/OEM product quoted are not Black Listed /debarred by any Govt. dept. /agency in India. The undertaking should be given in the prescribed format
7.	<b>Local Presence:</b> The bidder should have <b>local service center in Vijayawada</b> as on bid calling date.	Self-declaration informing the local Presence/Details of Service centers along with Address and contact details to be submitted on letter head. If no local office/service centers are available, an undertaking in this regard should be submitted on the company letter head stating that the Service centers shall be opened within 15 days from date of issue of Lol.
8.	<b>Manpower Availability:</b> The bidder should have at least 5 Technically Qualified Professionals on the rolls in the area of Application Development/ System Integration/ Technical Support for RFID Hardware/ Networking & Prior Experience in maintaining similar projects as per scope of work.	Should submit an undertaking on its letterhead duly signed by the authorized representative declaring the availability of the qualified staff with their education qualifications and skill sets
9.	<b>Product Declaration:</b> The products quoted should be under the ownership of bidder/OEM and not be declared as end of life at the time of delivery and OEM should support the products quoted for at least 5 years. A letter to this extent from OEM to be attached as a confirmation.	Undertaking/Declaration from OEM should be submitted.

*Relevant supporting documents should be furnished without fail or the bid is liable to be treated as "non responsive".*

Note: Any System Integrator who offers discounts/ benefits suomoto after opening of commercial bid(s) will be automatically disqualified from the current bidding process without any prior notification and also may be disqualified for future bidding processes

- Representations received from the bidder within 3 days from the date of opening of technical bids on the issues related to Pre-qualification/Technical bids evaluation and within a day from the date of opening of commercial bids on the issues related to the commercial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.
- The bidder should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, VMC reserves it's right in seeking clarification from the bidder and may disqualify the bidder for the bidding mistakes, missing documents and for the documents that are not clear.
- Bidder shall not have conflict of interest that may affect the bidding process or the bidder (the "Conflict of Interest"). Any applicant found to have a Conflict of Interest shall be disqualified.

## **4. Bidding Procedure & Instructions to Bidders**

### **4.1. Completeness of Response**

- a. The Participating **Bidders/System Integrators** are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

### **4.2. Proposal preparation costs & related issues**

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by facilitating the evaluation process.
- b. Will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- c. This RFP does not commit to award a contract. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.

### **4.3. Pre-bid Meeting**

1. VMC shall hold a pre-bid meeting with the prospective bidders:
2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach by email to [ourvmc@yahoo.com](mailto:ourvmc@yahoo.com) and [engineeringvmc@gmail.com](mailto:engineeringvmc@gmail.com) .
3. All and any queries related to Scope of work, Payment Terms and mode of selection will be entertained during Pre-bid clarifications meeting.
4. Max. Two representatives authorized by the company will be permitted to attend the meeting.

### **4.4. Responses to Pre-bid Queries and Issue of Corrigendum**

- a. The Nodal Officer notified by VMC will endeavor to provide timely response to all queries. However, & VMC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does VMC undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, VMC may, for any reason, whether at its

own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted in the portal [www.ourvmc.org](http://www.ourvmc.org)
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, VMC may, at its discretion, extend the last date for the receipt of RFP Proposals.

#### **4.5. Right to Terminate the Process**

- a. VMC may terminate the RFP process at any time and without assigning any reason. VMC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by VMC. The bidder's participation in this process may result in short listing of the bidder.

#### **4.6. Preparation of Proposals**

- a. The Proposal as well as all related correspondence exchanged by the bidders and VMC shall be written in English language, unless specified otherwise.
- b. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- c. The Technical Proposals shall contain an Executive summary giving a brief overview of the manner in which the bidder proposes to achieve the outcomes and the assessment of resources required.
- d. The bidder is expected to submit the Technical Proposal as per the format given in RFP. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall not include any financial information.
- e. The Financial Proposal shall be prepared as per the format given in Appendix.

#### **4.7. Submission of Responses**

- a. The bidder shall submit the bid through conventional platform only.
- b. The bidder shall submit 2 proposals –**Technical Proposal and Financial Proposal** as per format given in Appendixes.
- c. The original proposal both Technical and Financial shall contain no interlineations or overwriting, except as necessary to correct the errors made by the bidders themselves. The same authorized representative who has signed the proposal shall initial the corrections.
- d. An authorized representative of the bidders shall initial all the pages of the original Technical and Financial Proposals. The authorization shall be in the form of written power of attorney accompanying the proposal and supported by any evidence that the representative has been duly authorized to sign.
- e. One copy of the documents necessary for Pre-Qualification as per the format given in RFP shall be submitted if asked by VMC. An authorized representative of the bidders shall initial

all pages of Pre-Qualification documents submitted.

#### **4.8. Bid Submission Format**

- a.** The entire proposal shall be strictly as per the format specified in this Invitation for Expression of Interest and any deviation may result in the rejection of the RFP proposal.
- b.** The documents to be submitted for **Pre-Qualification** are:
  - i. General Information of the Bidder – **Form PQ#1**
  - ii. Financial Turnover – **Form PQ#2**
  - iii. Past Experience details– **Form PQ#3**
  - iv. Manpower available with relevant Exp.– **Form PQ#4**
  - v. Non blacklisting Self Declaration Certificate – **Form PQ#5**
  - vi. Manufacturer Authorization Form(MAF)-
  - vii. Bid Security.
  - viii. Copy of ISO Certificate.
  - ix. Local Presence document
- c.** The documents to be submitted for **Technical Proposal** are:
  - i. Executive Summary
  - ii. Description of approach, methodology and work plan for the Project – **Form TQ#1**
  - iii. Technical Specification Compliance - **Form TQ#2**
- d.** The documents to be submitted for **Commercial Proposal** are:
  - i. Commercial Proposal submission - **Form C#1**
  - ii. Financial Proposal Cost Break-up - **Form C#2**

#### **4.9. Venue and deadline for submission**

- a. Proposals must be submitted through conventional Platform only on or before the last date time given.
- b. Any proposal received by the VMC after the above deadline shall be rejected. The bidders should take care in submitting their bids & supporting documents well in advance so as to avoid last minute rush & failures. VMC will not entertain any such complaints of failure on the e procurement portal.
- c. The bids submitted by telex/telegram/fax/e-mail, etc. Shall not be considered. No correspondence will be entertained on this matter.
- d. VMC reserves the right to modify and amend any of the above-stipulated condition /criterion depending upon assignment/project priorities vis-à-vis urgent commitments.

#### **4.10. Short listing Criteria**

- a. VMC will shortlist bidders who meet the Pre-Qualification criteria mentioned in this Invitation to RFP.
- b. Any attempt by a Bidder to influence the bid evaluation Process may result in the rejection of its RFP Proposal.
- c. VMC will constitute a Proposal Evaluation Committee to short-list the bidders according the Pre-Qualification criteria given in this document.

#### **4.11. Evaluation Process**

Officials from VMC shall be formed for evaluating the proposals/bids received for this RFP. The decision of VMC shall be final in evaluation of bids. If necessary, the subject shall be placed before the Council for final approval and decision

- a. The evaluation will be 3 stages i.e., PQ, TQ & Commercial of the proposal submitted by the bidders.
- b. The bidders will be shortlisted based on the Pre-Qualification criteria as given in this RFP document.
- c. The bidders who qualify in PQ evaluation will be eligible for opening of Technical Evaluation & also bidder should arrange for Technical presentation on the features of the proposed software.
- d. The bidders have to score a minimum of 50 marks in Technical evaluation to be considered for Financial Evaluation as per the criteria.
- e. The Financial Proposal of those bidders who get more than 70 marks out of a maximum of 100 marks, in the Technical Evaluation shall be considered for commercial bid evaluation.
- f. The technically Qualifying Financial Proposals will only be opened.

- g. The overall evaluation shall be based **on QCBS in ratio** of 70: 30 i.e. 70% weightage to the Technical evaluation (technical Evaluation criteria in this RFP ) & 30% weightage to Financial Evaluation.
- h. The proposals will be ranked in terms of the Overall Scores obtained from Highest to Lowest. The bidder with the highest overall score will be considered for award of contract & will issue Lol.

For example if the Technical Score is 75 marks and Financial Score is 95 marks then the Overall Score will be computed as given below:

$$\text{Final Score} = [\text{Technical Score} \times \text{Weightage of Technical Score} + \text{Financial Score} \times \text{Weightage of Financial Score}] = [75 \times 0.70] + [95 \times 0.30] = [52.5 + 28.5] = [81]$$

The bidder who scores the **highest overall score** will be considered for selection and Awarded Contract.

### **Technical Evaluation Criteria**

S.No.	Description	Max. Score
1	<b>Bidders Turnover:</b> Cumulative Annual turnover of Rs.15 crores in last 3 financial years (FY 2014-15, 2015-16 and 2016-17) <ul style="list-style-type: none"> <li>☐ Rs. 10 crs to 15 Rs. crs --10 marks</li> <li>☐ Rs. 15 crs to Rs. 20 crs --5 marks</li> <li>☐ &gt; Rs. 20 crs -- 20 marks</li> </ul>	20
2	<b>Past Experience:</b> Should have LOA/Experience in execution of atleast '1' project in providing end-to-end solution which involves supply, installation, maintenance of RFID based solution for Real Time Monitoring System / MIS report for any Central /State Govt Departments, PSU bodies in India during the last 3 financial years	30
3	<b>Total number</b> of RFID Tags supplied/to be supplied in the above project should be minimum 15,00,000 No's and RFID Readers supplied/to be supplied in the above project should be minimum 500 devices. <p><b>RFID Tags</b></p> <ul style="list-style-type: none"> <li>☐ 500 to 550 - 20 marks</li> <li>☐ 551 to 600 -- 25 marks</li> <li>☐ &gt;601 -- 30 marks</li> </ul> <p><b>RFID Readers</b></p> <ul style="list-style-type: none"> <li>☐ 50 to 55 -- 20 marks</li> <li>☐ 56 to 75 -- 25 marks</li> <li>☐ &gt;76 -- 30 marks</li> </ul> <p>Average marks will be considered</p>	30



4	<b>Technical Presentation:</b> <ul style="list-style-type: none"> <li>□ Technical solution, platform components and overall architecture</li> <li>□ Implementation Approach &amp; Plan</li> <li>□ RFID tagging, reading and location mapping feature</li> <li>□ Deployment &amp; operationalization Procedure</li> <li>□ Integrations and Interoperability of the system with external and internal components/systems</li> <li>□ User Management</li> <li>□ Monitoring Tools proposed &amp; Security features proposed for Project</li> <li>□ Training &amp; Documentation</li> <li>□ MIS reports</li> <li>□ Data backup Procedure</li> <li>□ Service Methodology</li> </ul>	20
	<b>Total</b>	<b>100</b>

*Note: The bidders should score minimum 70 marks in Technical Evaluation for qualifying to next stage of evaluation.*

The bidder shall demonstrate all the features of proposed for the Project through a proof of concept implementation as a part of technical evaluation process at bidder's own cost. Bidder shall give presentation on the understanding of the project, and demonstration of the capability of the technological model proposed. The Tender Evaluation Committee, at its discretion, may consider minor deviations in the qualification criteria if they do not materially affect the capability of an Applicant/bidder to perform Works under the Contract. Such a consideration will be deemed to be 'conditional pre-qualification' and the bidder shall be notified to rectify the minor deficiencies identified and the bidder shall have to rectify the same prior to the technical evaluation date.

#### **4.12. Authentication of Bid**

The original and all copies of the bid shall be typed or written in indelible ink. The original and all copies (hard copies) shall be signed by the System Integrator or a person or persons duly authorized to bind the System Integrator to the contract. A letter of authorization shall be supported by a written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be signed and stamped by the person or persons signing the bid.

#### **4.13. Validation of interlineations in Bid**

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the SYSTEM INTEGRATOR, in which case such corrections shall be counter signed by the person or persons signing the bid.

#### **4.14. Disqualification of bids**

VMC may at its sole discretion and at any time during the processing of tender, disqualify any SYSTEM INTEGRATOR from the tendering process if the SYSTEM INTEGRATOR has

- i. Submitted the tender after the prescribed date and time of submission of bids.
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

- iii. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- iv. Submitted bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or non-responsiveness.
- v. Failed to provide clarifications related thereto, when sought.
- vi. If the technical offer contains any price information the offer will be summarily rejected.
- vii. Conditional bids will be summarily rejected.
- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- ix. If found to submit more than one bid.

#### **4.15. Bid Submission Format**

The entire proposal shall be strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected.

#### **4.16. Clarification of Bids during Evaluation**

During evaluation of the bids, VMC/Evaluation Committee may, at its discretion, ask the SYSTEM INTEGRATOR for clarification of its bid content and seek information.

##### **Preliminary Examination of the Bids**

- Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the SYSTEM INTEGRATOR does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- VMC may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any SYSTEM INTEGRATOR.
- Prior to the detailed evaluation, VMC will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- If a bid is not substantially responsive, it will be rejected by VMC and may not subsequently be made responsive by the SYSTEM INTEGRATOR by correction of the nonconformity.
- Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user.
- Evaluation of financial bid will take into account, in addition to the basic bid price, one or more of the following factors

- The projected costs for the entire contract period;
- Past track record of bidder in supply/ services and
- Any other specific criteria indicated in the tender call and/or in the specifications.

#### **4.17. Contract Finalization and Award**

If VMC is unable to finalize a service agreement with the SYSTEM INTEGRATOR ranked first, VMC may proceed to the next ranked SYSTEM INTEGRATOR, and so on until a contract is awarded.

#### **4.18. Award Criteria**

VMC/Evaluation Committee will award the contract to the SYSTEM INTEGRATOR whose bid has been determined to be substantially responsive/highest scoring bidder and has been determined as the best value bid (as per Overall Evaluation Process), provided further that the SYSTEM INTEGRATOR has demonstrated that it is qualified to perform services required for the project satisfactorily.

The notification of the award shall constitute signing of the agreement. The signing of agreement will amount to award of contract and SYSTEM INTEGRATOR will initiate the execution of the work as specified in the agreement. At the same time as VMC notifies the successful SYSTEM INTEGRATOR that its bid has been accepted, VMC will send the System Integrator the proforma for contract, incorporating all agreements between the parties. Within 7 days of receipt of the contract, the successful SYSTEM INTEGRATOR shall sign and date the contract and return it to VMC.

#### **4.19. Rights to Accept / Reject any or all Proposals**

The Evaluation Committee/VMC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected System Integrator or any obligation to inform the affected SYSTEM INTEGRATOR or System Integrator of the grounds for Committee's action.

#### **4.20. Signing of Contract**

- i. The successful Bidder shall execute an agreement within 7 days from award of contract by VMC. In exceptional circumstances, on request of the successful bidder in writing for extension, department reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.
- ii. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued will also be applicable for the contract.
- iii. The RFP, the award notification, Letter of Intent,, the executed contract and any supplemental documents between the Department and the successful vendor shall constitute a part of the contract between the Department and the vendor
- iv. The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation-labour laws, unemployment, insurance, withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees,

any social benefits, workers compensation insurance premium or any income or other similar taxes.

#### **4.21. Language of the bid**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the contracting authority, shall be in English language only.

#### **4.22. Additional Instructions to Bidders**

- i) Bidder should provide all prices as per the prescribed format in this document.
- ii) All the prices are to be entered in INR only.
- iii) Prices indicated shall be inclusive of all taxes, levies, duties etc.
- iv) It is mandatory to provide breakup of all Taxes, duties and levies wherever asked for.
- v) VMC, reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties and levies indicated.
- vi) Department/VMC shall take into account all taxes, duties and levies for the purpose of evaluation.

## 5. Contract Period & Payment schedule

### 5.1. Contract Period

The Identified SI/Bidder shall enter into Contract Agreement with the Department for 3 years and shall be extended on satisfactory performance.

### 5.2. Payment:

- a. The payment will be done to the bidder by VMC based on the report submitted to the department covering details such as operation & maintenance.
- b. The payment shall be based on the cost quoted by the bidder which is inclusive of all the activities as per Scope of work and inclusive of all taxes.
- c. The department shall verify the report submitted by the System Integrator and deduct the money for non-compliances from the amount to be paid to the bidder.
- d. The performance guarantee amount shall be paid to the bidder after the closure of the project after deducting the non-compliances amount/ dues if any.

### 5.3. Service Level Agreement

The bidder shall comply with the following Service Level Agreements (SLAs) provided in the below table during the currently of the project.

Service	Specification	Time Frame
Installation and commissioning	The ready-to-operate and fully functional RFID tags and devices have to be handed over to Department.	from the date of issue of LoA.
Hardware Functionality	If any non-functionality is reported in any part of the device seriously affecting the business transaction then the component/ device has to be replaced with the spare device for continuity of the Services.	Within 6 working hours of reporting at the helpdesk, for replacing the component / device and making it functional.
	Any other hardware functionality partially/marginally affecting the business transactions would be termed Level 2 issues.	Repair/replacement Of component/ device within 48 working hours for Level 2 issues
Software Functionality	Disfunction in the software affecting seriously the services /transactions would be termed as Level I Software Issues	They have to be resolved within 6 working hours from the time of reporting the issue
	Disfunction in the software affecting marginally/ partially the business transactions would be termed as Level II Software Issues	They have to be resolved within 48 working hours from the time of reporting the issue .

Service	Specification	Time Frame
Security Management	Security incidents such as virus attack, denial of service attack, data theft etc. must be guarded against. Such threats affecting seriously the business transactions would be termed as Level I security issues.	In case of such an occurrence, immediate steps have to be taken to control the damage and to secure the system within 6 working hours of reporting the issue
	Security breaches not seriously affecting the business transactions would be termed as Level II Security Issues	Level II Security Issues have to be sorted out within 6 working hours of reporting

#### 5.4. Penalties:

Faulty / damaged / Non-working device must be replaced / repaired before starting the route on the next day. If repairing / replacement is not done in 24 working hours, then penalty will be calculated on day basis, As per the instructions of the Executive Authority at that time.

## **6. General Terms & Conditions**

### **6.1 Definitions**

- i) Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
- ii) Specification means the functional and technical specifications or statement of work, as the case may be.
- iii) Bidder means any agency/organization offering the solution(s), service(s) and/or materials required in the tender call. The word Bidder/bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom VMC signs the contract for rendering of goods and services.
- iv) User Department means- Vijayawada Municipal Corporation (VMC)
- v) Pre- qualification and Technical bid means that part of the offer that provides information to facilitate assessment by VMC, professional, technical and financial standing of the bidder, conformity to specifications etc.
- vi) Financial Bid means that part of the offer, that provides price schedule, total project costs etc.
- vii) Three part Bid means the Pre-qualification bid, Technical and Financial bids submitted.
- viii) Goods and services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
- ix) The word goods when used singly shall mean the hardware, firmware component of the goods and services.

### **6.2 General Eligibility**

- i) This invitation for bids is open to all Bidders both from within India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre qualification criterion.
- ii) Bidders marked/considered by VMC to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- iii) Bidder debarred/ blacklisted by any Central or State Govt./ Quasi –Govt. Departments or organizations as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- iv) Breach of general or specific instructions for bidding, general and special conditions of contract with VMC or any of its user organizations may make a firm ineligible to participate in bidding process.

### **6.3 Bid forms**

- i) Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- ii) For all other cases the bidder shall design a form to hold the required information.

#### **6.4 Cost of bidding**

- i) The bidder shall bear all costs associated with the preparation and submission of its bid, and VMC will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- ii) Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
- iii) The participating bidder should purchase the document by paying D.D to corporation enclose a receipt of the same with the bid document.

#### **6.5 Clarification of bidding documents**

- i) A prospective Firm / bidder requiring any clarification of the bidding documents may notify VMC contact person. Written copies/ e-mail of the VMC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- ii) The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the closure of date and time for seeking clarification mentioned in tender call notice. It is further clarified that VMC shall not entertain any correspondence regarding delay or non-receipt of clarification from VMC.

#### **6.6 Amendment of bidding documents**

- i) At any time prior to the deadline for submission of bids, VMC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
- ii) All prospective bidders those have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.
- iii) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the VMC, at its discretion, may extend the deadline for the submission of bids.

#### **6.7 Period of validity of bids**

- i) Bids shall remain valid for the days or duration specified in the bid document, after the date of the financial bid opening prescribed by VMC. A bid valid for a shorter period shall be rejected as non-responsive.
- ii) In exceptional circumstances, the VMC may solicit the bidders' consent to an extension of the period of bid & EMD validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.



## **6.8 Submission of bids**

The bidders shall submit all the bids i.e., Pre-Qualification, Technical and Financial Bids on Conventional basis.

## **6.9 Deadline for submission of bids**

- i) Bids must be submitted not later than the bid submission date and time specified in the tender call notice.
- ii) The VMC may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the VMC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **6.10 Modification and withdrawal of bids**

- i) No bid can be modified subsequent to the deadline for submission of bids.
- ii) No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).

## **6.11 General Business information:**

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

## **6.12 Bid Security i.e. earnest money deposit (EMD)**

- i) The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
- ii) The bid security is required by VMC to:
  - Assure bidder's continued interest till award of contract and
  - Conduct in accordance with bid conditions during the bid evaluation process.
- iii) The bid security shall be in Indian Rupees and shall be a bank guarantee, or an irrevocable letter of credit or cashier's certified check, issued by a Reputed scheduled Bank in India and having at least one branch office in Vijayawada
- iv) Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days.
- v) The bid security may be forfeited:
  - if a bidder withdraws its bid during the period of bid validity or
  - in the case of a successful bidder, if the bidder fails:
    - to sign the contract in time;
    - or
    - to furnish performance security.

## **6.13 Overview of financial bid**

The financial bid should provide cost calculations corresponding to each component of the project.

### Bid prices

- i) The bidder shall indicate the unit prices (where applicable) and the total bid price of the goods/services it proposes to supply under the contract.
- ii) The bidder shall indicate Basic Prices and taxes, duties etc. (If required) in the form prescribed.
- iii) Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by VMC and will not in any way limit the purchaser's right to contract on any of the terms offered.
- iv) Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

Bid currency: Prices shall be quoted in Indian Rupees.

### **6.14 Cancellation of bids**

- i. The Evaluation Committee/VMC may reserve right to cancel the bid process without thereby incurring any liability or obligations to the bidders. Such cancellation shall be communicated to the participating bidders through email.
- ii. Contracting authority may also reserve the right to cancel a bid when:
  - a. the bidding procedure has been unsuccessful, namely where no qualitatively or financially worthwhile bid has been received or there has been no response at all;
  - b. the economic or technical parameters of the project have been fundamentally altered;
  - c. exceptional circumstances or "force majeure" would render normal performance of the contract impossible;
  - d. There have been irregularities in the procedure, in particular where these have prevented fair competition.

### **6.15 Term and Extension of Contract**

- i) The term of this Contract shall be for a period as indicated in the contract and contract shall come to an end on expiry of such period except when its term is extended by User Dept.
- ii) User dept shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.
- iii) When the term of contract with the SI expires, the SI is required to conduct a parallel run for one month with any new agency identified.

### **6.16 Suspension of Work:**

The Bidder shall, if ordered in writing by VMC representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the implementation agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the implementation agency. In case the suspension of works is not consequent to any default or failure on the part of the implementation agency and lasts for a period of more than 3 months, the Bidder/SI shall have the option to request the VMC to terminate the Contract with mutual consent.

### **6.17 Force Majeure**

- i) The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder/bidder and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the State Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii) If a Force Majeure situation arises, the Bidder/bidder shall promptly notify the VMC in writing of such condition and the cause thereof. Unless otherwise directed by the VMC / User Dept. in writing, the Bidder/bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **6.18 Terminate the Contract**

- i) Retain such amounts from the payment due and payable by User Dept to the Bidder as may be required to offset any losses caused to User Dept as a result of such event of default and the Bidder shall compensate User Dept for any such loss, damages or other costs, incurred by User Dept in this regard. Nothing herein shall effect the continued obligation of the Bidder / other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- ii) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder may have resulted from such default and pursue such other rights and/or remedies that may be available to User Dept under law.

### **6.19 Termination**

- i) User Dept may terminate this contract in whole or in part by giving the Bidder prior and written notice indicating its intention to terminate the Contract under the following circumstances.
- ii) Where it comes to User Dept attention that the Bidder (or the implementation agency's Team) is in a position of actual conflict of interest with the interests of User Dept in relation to any of terms of the implementation agency's bid, the tender or this Contract
- iii) Where the Bidder ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter alia the filing of any bankruptcy proceedings against the implementation agency, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the implementation agency. In the event of the happening of any events of the above nature, User Dept shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor implementation agency/Bidder, and to ensure business continuity.
- iv) Termination for Default: VMC may at any time terminate the Contract by giving 30 days written notice to the implementation agency without compensation to the implementation agency in the event of default on the part of the Bidder which may include failure on the part of the Bidder to

respect any of its commitments with regard to any part of its obligations under its bid, the tender or under this contract.

#### **6.20 Termination for Insolvency**

The VMC may at any time terminate the contract by giving 30 days written notice to the Bidder/bidder if the Bidder/bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder/bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the VMC/VMC.

#### **6.21 Termination for Convenience**

- i) The VMC may at any time by giving 30 days written notice to the Bidder/bidder, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the User dept(VMC) convenience, the extent to which performance of the Bidder/bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii) The entire software infrastructure procured & used for the project will be taken over by the VMC from the date of service termination & any delay in handing over these equipment's will not be acceptable & will be viewed severely for appropriate action.
- iii) The client may in the following events after giving a prior notice and conducting investigations if required, terminate the contract forfeiting the bid security and any sums due for payment to the Vendor:-
  - If the value of the penalty for different services together exceeds 10% of the contract amount for 1 year.
  - If the Bidder becomes Bankrupt or financially insolvent during currency of the contract.
  - If it is found that the bidder has been convicted for any unlawful activities.
  - If it is found that bidder has made gross misconduct or involved in practices injurious to the image and interest of the client or has failed in performing his duties as per contract.

#### **6.22 Liquidated Damages:**

If the identified Bidder fails to deliver Services or install any or all of the systems or if any of the services fail to gain Acceptance within the period(s) specified in the Contract, the Client shall, without prejudice to its other remedies under the Contract, deduct from the performance security, as liquidated damages, a sum equivalent to the percentage of the Contract price specified in SCC. Once the maximum is reached, the Client may consider termination of the Contract. If delivered or installed goods and/or Services cannot be put to use without the undelivered goods/Services, the damages will be calculated using the total price of the goods/services that cannot be put to use.

#### **6.23 Application of LD**

Liquidated damages shall be assessed as per the millstones as per schedule, submission of deliverables and its acceptance".

#### **6.24 Right of Monitoring, Inspection and Periodic Audit**

- i) User dept/ VMC reserves the right to inspect and monitor/assess the progress/performance/maintenance of project at any time during the course of the contract.
- ii) The User dept/ VMC shall have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by User dept and the Bidder undertakes to cooperate with and provide to the VMC any other agency appointed by VMC, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the client may without prejudice to any other rights that it may have issue a notice of default.

#### **6.25 Risk Management**

Bidder shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed under this RFP. The Bidder shall underwrite all the risk related to its personnel deputed under this project as well as equipment and components and any other belongings or their personnel during the entire period of their engagement in connection with this project and take all essential steps to reduce and mitigate the risk. User dept / VMC will have no liability on this account.

#### **6.26 Publicity:**

The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the User dept first gives the Bidder its written consent.

#### **6.27 Testing of Software & Acceptance Certificate.**

As the discretion of VMC, acceptance tests will be conducted by the vendor at the site in the presence of the Department Officials and / or its nominated consultants. The tests will check for trouble free operation, apart from physical verification and complete functional test of deployed system. On successful completion of acceptability test of application and after VMC is satisfied with the working of the application, the acceptance certificate will be issued by VMC. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Project.

#### **6.28 Delivery and Documents**

Delivery of the goods/services shall be made by the vendor in accordance with the terms specified in the Schedule of requirements. The details of shipping and / or other documents to be furnished and submitted by the vendor are specified below.

##### **For Goods supplied from abroad:**

- i) Within 24 hours of shipment, the SI shall notify the VMC and the Insurance Company by cable or telex or fax full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The SI shall mail the following documents to the VMC, with a copy to the Insurance Company.

- ii) Four copies of supplier's invoice showing goods description, quantity, unit price and total amount;
- iii) 4 copies of packing list identifying contents of each package;
- iv) Insurance certificate; Manufacturer's/Supplier's warranty certificate;
- v) Inspection certificate, issued by the nominated inspection agency and the
- vi) Supplier's factory inspection report; and Certificate of origin.

The above documents shall be received by the VMC at least one week before arrival of Goods at the port or place of arrival and, if not received, the Vendor will be responsible for any consequent expenses.

#### **For Goods from within India:**

Upon delivery of the goods to the user, the SI shall notify the VMC and mail the following documents to the VMC:

- i) Four copies of the SI invoice showing goods description, quantity, unit price total amount;
- ii) Delivery note, or acknowledgement of receipt of goods from the user;
- iii) Manufacturer's or Supplier's warranty certificate;
- iv) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report.
- v) Certificate of Origin;
- vi) Insurance policy;
- vii) Excise gate pass Octroi receipts wherever applicable duly sealed indicating payments made; and
- viii) Any of the documents evidencing payment of statutory taxes.

The above documents shall be received by the VMC before arrival of the Goods(except deliver note and where it is handed over to the user with all documents) and if not received, the vendor will be responsible for any consequent expenses.

#### **6.29 Insurance**

- i) It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.
- ii) The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks" valid upto 3 months till completion of delivery, installation and commissioning .

#### **6.30 Transportation**

Transport of the goods to the project site(s) shall be arranged by the SI at his cost.

#### **6.31 Incidental services**

The Vendor may be required to provide any or all the following services, including additional services :

- i) Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract, and
- ii) Training of VMC and/or its user organization personnel, at the Vendor's site and / or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.
- iii) Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately ( if required), and same will be mutually negotiated separately.

### **6.32 Spare parts**

- i) The Vendor may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Vendor.
- ii) Such spare parts as the VMC may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract and
- iii) In the event of termination of production of the spare parts, an advance notification to the VMC of the pending termination, in sufficient time to permit the VMC to procure needed requirements and
- iv) The Vendor shall ensure availability of spares in stock at his nearest service centre for immediate delivery such spare parts as: (a) are necessary for a minimum of 5years of operation after installation at the Purchaser's sites (b) are necessary to comply with specifications

### **6.33 Arbitration (As per the State Government rules)**

- i) The selected implementing agency shall indemnify state against all third party claims arising out of a court order or arbitration award for infringement of patent, trademark / copy right arising from the use of the supplied services or any part thereof.
- ii) In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to Secretary, Information Technology & Communications, Government of Andhra Pradesh for final decision and the same shall be binding on all parties.
- iii) Any other terms and conditions, mutually agreed prior to finalization of the order / agreement shall be binding on the selected implementing firm.
- iv) The Selected Bidder, User dept and VMC shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Vijayawada, Andhra Pradesh, India.

### **6.34 Assignment, subletting and outsourcing**

The whole work included in the Tender shall be executed by the identified vendor and the vendor shall not directly or indirectly transfer, assign sublet, the contract or any part thereof or interest therein without the written consent of VMC. In the event of doing so, it shall result in termination of contract and forfeiture of Security Deposit.

### **6.35 User License and Patent Rights**

- i) The SI shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the VMC is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible for compensation including all expenses, court costs and lawyer fees. The VMC will give notice to the vendor of such claim, if it is made, without delay.
- ii) The SI shall indemnify the purchases against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

### **6.36 Taxes and Duties**

- i) The SI shall be entirely responsible for all taxes, duties, license fee, Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.
- ii) If during the period of contract any upward revision of Service Tax/VAT/Octroi is made by the Central or State government the vendor is entitled to claim the same subject to production of proof of payment. Similarly in case of any downward revision of the taxes, the benefit goes to the Authority.

### **6.37 Use of Documents and Information**

- i) The vendor shall not, without prior written consent from VMC, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the VMC in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.
- ii) The Vendor shall not, without prior written consent of VMC, make use of any document or information made available for the Development Team, except for purposes of performing the Contract.
- iii) All project related document (including this bid document) issued by VMC, other than the contract itself, shall remain the property of the VMC and shall be returned (in all copies) to the VMC on completion of the Vendor's performance under the contract if so required by the VMC.

### **6.38 Confidentiality**

Please note that the software related activities as specified in the Tender are confidential. It shall be the repository of the vendor to take all necessary precautions and measures to maintain utmost confidentiality with regard to each and every stage of work.

The Bidder's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.



### **6.39 Manuals and Technical Documentation**

- i) The Vendor shall provide complete technical documentation project whatever is necessary for its optimum functioning and operation manuals as applicable.
- ii) The manuals and drawings wherever applicable shall be in English.
- iii) At least one set of the manuals should be supplied for installation site.
- iv) Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

### **6.40 Licensing considerations**

The software mentioned in the Schedules of Requirement will be used throughout Andhra Pradesh State or user's sites even outside Andhra Pradesh State.

### **6.41 Protection against Damages- Site conditions**

- i) The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site are as under:
  - a) Voltage 230 Volts
  - b) Frequency 50Hz.
- ii) However, locations may suffer from low voltage conditions with voltage dropping to as low as 160 volts and high voltage conditions with voltage going as high as 220 + 20% volts. Frequency could drop to 50Hz + 2%. The ambient temperature may vary from 10oC to 48oC. The relative humidity may range in between 5% to 95%.
- iii) The goods supplied under the contract should provide protection against damage under above conditions.

### **6.42 Fail-safe procedure:**

The vendor should indicate in detail fail-safe procedure(s) for the following:

- i) Power failure
- ii) Voltage variation
- iii) Frequency variation
- iv) Temperature and humidity variations.

### **6.43 Site Visit**

The bidder shall bear all the cost associated with the preparation and submission of bid including prototype presentation. The client/consultant will in no case be responsible or liable for those costs.

### **6.44 Assumptions and Exclusions:**

The bidder should state clearly the assumptions and exclusions based on which he/she is bidding for the contract.

- The bid is liable to be disqualified if not submitted in accordance with this document.
- Bid received after due date and time
- Bid not accompanied by all requisite documents.
- Price offer is enclosed in the same envelope as of PQ.
- The bidder qualifies the bid with his own conditions.

#### **6.45 Corrupt fraudulent practices**

Defines, for the purpose of this provision, the terms set forth below as follows:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of Contract execution and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract the detriment of the Borrower, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition.

VMC will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, Contract(s).

#### **6.46 Performance Bank Guarantee (PBG)/ Security Deposit**

- i. The System Integrator shall be required to submit PBG as mentioned in RFP
- ii. The System Integrator shall have to submit the PBG as per the format given on Annexure III.
- iii. The PBG shall be denominated in the currency of the contract (INR) and will be for an amount as mentioned above. All charges with respect to the PBG shall be borne by the bidder. The PBG shall be remaining valid six months beyond the life of the contract.
- iv. The PBG will be discharged / returned by department upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- v. In the event of the bidder being unable to service the contract for whatever reason, department would invoke the PBG. The department shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

#### **6.47 Transfer / Sub-Contracting**

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, in case of circumstances beyond the control of bidder, transfer/ sub-contracting may be permissible with the written concurrence of Commissioner, VMC.

#### **6.48 Failure to agree with terms and conditions of tender documents**

Failure of the successful Bidder to agree with the Terms & Conditions of the tender document shall constitute sufficient grounds for the annulment of the award, in which event, the contracting authority may make the award to the next Best Value Bidder or call for new Bids and the bid security of the successful bidder shall be forfeited.

#### **6.49 Suspension & Termination of System Integrator**

- i. Subject to the provisions mentioned here under the Agreement shall terminate at the expiry of the agreement term.
- ii. Either party may terminate the Agreement if the other party breaches the terms of the Agreement and fails to rectify it within 30 days of receiving notice of breach.
- iii. Either party with the consent of the other party can terminate this Agreement by giving 30 days written notice.
- iv. The department reserves the right to terminate the contract in case System Integrator gets blacklisted by the Government of Andhra Pradesh, or any other Ministry of Government of India

- during the course of Project or if SI is convicted in a legal/tax evasion case or on account of any other legal misconduct.
- v. The department may serve written notice on SI at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of insolvency of the SI.
  - vi. In the event that the department terminates this Agreement due to the breach of the SI as per the conditions of the agreement, the department shall be entitled to invoke the Project Performance Guarantee.
  - vii. Upon expiry, this Agreement may be extended and/or renewed and/or taken over by department on behalf of VMC subject to the terms of this Agreement.
  - viii. The department may, at any time, terminate the engagement by giving 30 days written notice to the System Integrator without any compensation (if the System Integrator becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the department)
  - ix. The engagement of the bidder shall be suspended and the bidder may be blacklisted forthwith by the department under following circumstances/reasons:
    - a. Violation of any condition of the tender/ contract or part of any condition of the tender contract of engagement, or
    - b. Deviation found in quality and quantity of the product supplied, or
    - c. On finding software supplied with hardware as pirated, or
    - d. If it is found that during the process of award of contract, the vendor resorts to the fraudulent practice in getting supply order like offering incentive in terms of free product or money.
  - x. As stopping the supply of faulty/substandard product and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the engagement of the concerned bidder will be suspended. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the bidder is found guilty, the engagement of the concerned bidder for the product in question will be cancelled and other appropriate legal action shall also be initiated against all concerned. In case of any dispute, the decision of the department shall be final and binding.

### **6.1. Amendment**

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

### **6.50 Resolution of Disputes**

- i) The VMC and the bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- ii) If, after thirty (30) days from the commencement of such informal negotiations, the VMC and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
- iii) The dispute resolution mechanism shall be as follows:
- iv) In case of a dispute or difference arising between the VMC and the Firm /bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be

settled in accordance with the Arbitration and Conciliation Act, of India, 1996. The place of resolution of disputes shall at Vijayawada , Andhra Pradesh State only.

#### **6.51 Governing Language**

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

#### **6.52 Applicable law**

The contract shall be interpreted in accordance with appropriate Indian Laws.

#### **6.53 No Interest for Performance Guarantee**

No interest shall be paid on the earnest money, security deposit and the amount retained against performance guarantee.

#### **6.54 Notices**

- i) Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party's address.
- ii) A notice shall be effective when delivered or tendered to other party whichever is earlier.

#### **6.55 Taxes and duties**

The Bidder shall be entirely responsible for all taxes, duties, license fee etc. incurred until delivery of the contracted services to the VMC or as per the terms of tender document if specifically mentioned.

#### **6.56 Standards**

The Systems to be supplied under shall conform to the standards mentioned in the Technical Specifications. Before shipping, the identified Firm will inform User Dept., giving full details about these standards and take approval.

#### **6.57 Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Courts at Vijayawada only.

#### **6.58 Indemnity**

The successful bidder/System Integrator shall indemnify, defend and hold harmless the contracting authority, and their End Users, and their respective officers, directors, employees, subsidiaries, affiliates and successors and permitted assigns, from and against any and all losses, liabilities, damages, costs or expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties, arising from or relating to third party claims, demands or actions (collectively, "Claims") arising from or relating to: (a) any breach by the successful bidder/SI] or its agents, employees or subcontractors of any of the warranties if any, pertaining to the Software and Documentation that are passed through to End Users; (b) any injury to any person, including death, illness or bodily injury, or damage to real or tangible personal property, resulting from (i) the Software, Documentation or any other Deliverables furnished by the successful

bidder/SI or (ii) any act or omission of successful bidder/SI or its agents, employees or subcontractors; and (c) without limiting paragraph (a) above, any alleged or actual infringement, violation or misappropriation of any Intellectual Property Rights of any third party by successful bidder/SI or its agents, employees or subcontractors or any Software, Documentation or other Deliverables furnished by successful bidder/SI to the contracting authority.

## **6.59 Performance Obligations**

While providing services as per Scope of Work, the successful bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

## **6.60 Force Majeure**

- i. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- ii. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
  - a. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
  - b. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
  - c. Explosion or chemical contamination (other than resulting from an act of war);
  - d. Epidemic such as plague;
  - e. Any event or circumstance of a nature analogous to any of the foregoing
  - f. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
    - i. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
    - ii. Any act of Government: Strikes, work to rules, go-slows which are widespread, nation-wide, or state-wide and are of political nature; Any event or circumstance of a nature analogous to any of the foregoing.
- iii. If a Force Majeure situation arises, the any of the parties shall promptly notify the other in writing of such conditions and the cause thereof. Unless otherwise directed, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. The department may also discuss the issue with the system integrator and revise the existing timelines for the Project. If the system integrator does not complete the Project Implementation in accordance with the revised timelines, the department will have the option to invoke the Performance Guarantee and/or terminate this Agreement.
- v. If an event of Force Majeure continues for a period of Sixty (60) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any

further liabilities towards the other with respect to the Contract, other than to effect payment for services already delivered or performed.

Notwithstanding the terms of this section, the failure on the part of the bidder under the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

#### **6.61 Privacy & Security Safeguards**

The Successful bidder shall not publish or disclose in any manner, without contracting authority's prior written consent, the details of any security safeguards designed, developed, or implemented by the Successful bidder under this contract or existing at any site. The Successful bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all the department's data and sensitive application software. The Successful bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner. In this regard, the successful bidder shall execute a Non-disclosure Agreement (NDA) with the third parties

#### **6.62 Sensitive Information**

The successful bidder shall be responsible to comply with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, and other applicable provisions of the Information Technology Act, 2000, with all its amendments.

#### **6.63 Guarantees**

Successful bidder should guarantee that the software and allied components used to service the department are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

#### **6.64 Successful bidders' liability**

- i. The Successful bidders liability in case of claims against the department resulting from misconduct or gross negligence of the Successful bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights or breach of confidentiality obligations shall be unlimited.
- ii. The department shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Successful bidder as part of this RFP.
- iii. The department is not responsible for any assumptions or judgments made by the successful bidders for arriving at any type of sizing or costing. The department at all times will benchmark the performance of the Successful bidder to the RFP documents circulated to the bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Successful bidder must make good the same at no extra costs to the department, in order to achieve the desired service levels as well as meeting the requirements of these documents.
- iv. The Successful bidder/lead bidder in the case of consortium acknowledges that the Successful/lead bidder alone shall be responsible for independently determining its scope of

work on the basis of the information contained in the RFP documents after taking into consideration the effort estimated for implementation of the entire project as envisaged in the RFP documents. If any services, functions or responsibilities not specifically described in the RFP documents but are an inherent, necessary or customary part of the Deliverables or Services and are required for proper performance or provision of the Deliverables or Services in accordance with the project requirements, they shall be deemed to be included within the scope of the Deliverables or Services, as if such services, functions or responsibilities were specifically required and described in the RFP documents and shall be provided by the Successful bidder at no additional cost.

#### **6.65 Change in ownership/ control of the management**

In instances of change in ownership/control of a company during the project period, it shall be the responsibility of the bidder to ensure that new management continues to deliver the terms of the contract. And in cases where there is such a change during the bidding process, the Department/Contracting authority reserves the right to reject the bid.

#### **6.66 Inspection and Acceptance Tests**

Inspection and tests prior to shipment of Goods and at final acceptance shall be carried out as follows:

- i. Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document.
- ii. Following broad test procedure will generally be followed for inspection and testing of hard ware and firmware. The successful bidder will dispatch the goods to the ultimate consignee after internal inspection and testing along with necessary documents. The contracting authority will test the equipment after completion of the installation and commissioning at the site of the installation.
- iii. The Inspections and tests, at the discretion of department/contracting authority, may be conducted on the premises of the bidders or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the contracting authority.
- iv. Should any inspected or tested goods fail to conform to the specifications the contracting authority may reject the goods, and the bidder shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the contracting authority.
- v. Departments/Contracting authority's right to inspect, test and, where necessary reject the goods after the goods' arrival at user's site shall in no way be limited to or waived by the reason of the goods having previously been inspected, tested and passed by the contracting authority or its representative prior to the shipment of goods.
- vi. Nothing in this clause shall in any way release the bidder from any other obligations under this contract.
- vii. The acceptance test will be conducted by the department/contracting authority or any other person nominated by the contracting authority. Any reduction in functional requirements and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware enclosures, or bugs in the software/ drivers etc shall be grounds for failure of acceptance test. All the software should be complete and no missing modules / parts will be allowed. The bidder shall maintain necessary log in respect of the results of the tests to

establish to the entire satisfaction of the contracting authority , the successful completion of the test specified.

- viii. In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the contracting authority reserves the rights to get the equipment replaced by the bidder at no extra cost to the department/contracting authority/user.

#### **6.67 Guarantee / Warranty**

- Bidder shall purchase comprehensive on-site Guarantee/ Warranty for all equipments as well as the integrated system bought under the Contract for **Three years**.
- The warranty for a period of minimum **3 years** shall take effect from the date of successful completion of the work and handing over of the system to the user Dept. to its satisfaction.
- If the performance of any individual equipment or System fails to meet the contract specifications then the same shall be replaced by the bidder for free of cost during the term of the warranty/ guarantee period.
- Bidder shall provide necessary Software updating / upgrading free of cost during the warranty/  
guarantee period of Five years.
- The Selected Service Provider shall perform the services and carry out its obligations under the Conditions with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The Selected Service Provider shall always act, in respect of any matter relating to these contract, as faithful advisors to State and shall at all times , support and safeguard VMCs legitimate interests.



## Bid Letter Form

From:

(Registered name and address of the bidder.)

To:

The Chief Engineer,  
Vijayawada Municipal Corporation

Sir,

1. Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated.....

Project title:

2. We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum of as mentioned in Commercial Bid which may vary in accordance with the schedule of prices attached herewith and coverage options made by VMC or its user organization.

If our bid is accepted, we undertake to;

1. Provide services/ execute the work according to the time schedule specified in the bid document,
2. Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:

Date:

Bidder's signature  
and seal.

## Form of Contract Agreement (Draft)

This **contract agreement** is made on the [insert: **number**] day of [insert: **month**], [insert: **year**].

**Between**

- (1) [insert: **Name of Client**], (hereinafter called "the Client"), and
- (2) [insert: **name of the bidder** ], (hereinafter called "the bidder").

**NOW IT IS HEREBY AGREED** as follows:

### **1. Article 1 - Contract Documents**

#### **1.1 Contract Documents**

The following documents shall constitute the Contract between Dept and the Firm, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement and the Appendices attached to the Contract Agreement.

- (a) Notification of Award
- (b) The Bid and Price Schedules submitted by the bidder
- (c) Special Conditions of Contract
- (d) General Conditions of Contract
- (e) Pre-bid conference minutes.
- (f) Bid document with modification if any
- (g) Any other documents

#### **1.2 Order of Precedence**

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

#### **1.3 Definitions (Reference GCC)**

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

### **2. Article 2 - Contract Price and Terms of Payment**

#### **2.1 Contract Price**

The Client hereby agrees to pay to the bidder as amount of **Rs. XXXX /-** for the items mentioned in the Commercial Form. The Contract Price in consideration of the performance by the bidder of its obligations under the Contract.

### **3. Article 3 - Effective Date for Determining Time for Operational Acceptance**

3.1 *Effective Date*: The time allowed for execution, delivering deliverables and Acceptance of the same should be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Client and the bidder;
- (b) The bidder has submitted to the Client the Implementation cum performance security.

### **4. Article 4 – Jurisdiction**

Any legal proceedings arising out of the agreement shall be subject to the appropriate court in Vijayawada.

### **5. Article 5 – Appendixes**

5.1. The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.

5.2. Reference in the Contract to any Appendix shall mean the Appendixes attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

***IN WITNESS WHERE OF*** User and the Selected Firm has caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Client (Purchaser)

Signed: \_\_\_\_\_

in the capacity of [ insert: ***title or other appropriate designation*** ]

in the presence of \_\_\_\_\_

For and on behalf of the Bidder

Signed: \_\_\_\_\_

in the capacity of [ insert: ***title or other appropriate designation*** ]

in the presence of \_\_\_\_

**Place:**

**Signature with seal**

**Date :**

### **Bid Security (EMD) Form**

*(Format to be used incase bidder is submitting EMD in the form of BG)*

**File. No:** .....

**Project Name:** .....

(To be issued by a bank scheduled in India as having at least one branch in Vijayawada)  
Whereas..... (Here in after called "the Bidder") has submitted its bid dated  
.....(Date). For the execution of..... (Here in after called "the Bid") KNOW ALL MEN by these  
presents that WE ..... of ..... having our registered office at..... (Here in  
after called the "Bank") are bound unto the (hereinafter called "The Commissioner, VMC,  
VIJAYAWADA") in the sum of ..... for which payment well and truly to be made to the said VMC  
itself, its successors and assignees by these presents.

The conditions of this obligation are:

- a. If the bidder withdraws its bid during the period of bid validity or
- b. If the bidder, having been notified of the acceptance of its bid by the VMC during the period of  
bid validity:
  - 1) fails or refuses to execute the contract form if required; or
  - 2) fails or refuses to furnish the performance security, in accordance with the bid  
requirement;
- c. bidder submits fabricated documents

We undertake to pay the above amount upon receipt of its first written demand, without the VMC  
having to substantiate its demand, provided that in its demand the will note that the amount claimed  
by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred  
condition or conditions.

This guarantee of Rs. -----will remain in force up to..... and any demand in respect thereof should  
reach the Bank not later than the above date.

**Place:**

**Date :**

**Signature of the Bank Official  
with seal**

**Check List**  
(to be submitted in TQ bid)

***Compliance/ Agreed/ Enclosed/ Deviation Statement***

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

Bid document reference	Remarks
Delivery period	
Form PQ#1	
Form PQ#2	
Form PQ#3	
Form PQ#4	
Form PQ#5	
MAF	
ISO Certification	
Form TQ#1	
Form TQ#2	
Form C#1	
Form C#2	
Project Period & Implementation Schedule	
Scope of Work	
SLAs	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place:

Date :

Bidder's signature  
and seal

**NOTE:** For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

## ***APPENDIX I***

### ***Pre Qualification (PQ) Proposal submission forms***

Name of the Bidder:

Name of the Project:

**Form – PQ#1 General Information**

Sl.No	Description		Supporting Documents with page nos.
1	Name of the Company/ Firm	:	
2	Date of Incorporation (Registration Number & Registering Authority) VAT No., CST No., PAN No.		
3	Legal Status of the Company in India & Nature of Business in India		Public Ltd Company/ Private/ Partnership firm
4	Address of the Registered Office in India	:	
5	Date of Commencement of Business		
6	Name & e-mail id, phone number, fax of the Contact Person	:	Mobile Number: Fax: Email
7	Web-Site	:	
8	EMD details	:	Amount: DD No. & Date Name of the Bank: Valid up to :
9	Certification details as per PQ condition (valid documents to be submitted)		
10	Proof of purchase of bid document	:	Receipt No: Date of purchase:

Place:

Date :

Bidder's signature  
and seal.

Name of the Bidder:

Name of the Project:

**Form - PQ#2 Turnover Details**

(All values in Rs. crores)

Financial Information of Bidder				
Sno	Financial Year	Total Turnover of the firm	Total Profit after Tax	Net Worth of Company
	(1)	(2)	(3)	(4)
1	FY. 2014-15			
2	FY.2015-16			
3	FY.2016-17			

**Note:**

1. Please attach audited Balance Sheets and IT return statements to confirming the figures mentioned in columns (2).
2. Bidder should submit any of the Audited balance sheet / Profit & Loss statement / certificates from CFO of the Company duly audited by the Chartered Accountant for all the above stated three financial years.

Place:

Date :

Bidder's signature  
and seal.



**Name of the Bidder :**

**Name of the Project:**

***Form – PQ#3 Project Experience/Work Order/LOA***

Description of Item	Supporting Document with page number
Name of the Client Department	
Contact address & details of the department	
Value of the Project Rs.	
Date of Start of Work (DD/MM/YY)	
Date of Completion of Work (DD/MM/YY)/ % of completion	
<b>Brief Description of Work</b>	
Service Provider should submit <b>any</b> of the following: i. PO / Work order/LOA ii. Work completion certificates / Performance Certificate from client dept. duly signed by the authorized signatory from the Client end. iii. Work satisfactory certificate from the client dept.	
<b>Enclosures submitted: Yes / No</b>	

**Note:**

- 1. Please submit supporting documents to support the claim and the certificates must be signed by Senior Executive/ Deputy GM of the organization clearly indicating his/her name, designation and contact details such as Telephone Number, Fax number, email-id etc.*
- 2. Please attach certificate from the client for the successful completion & implementation of project (if applicable)*

Place:

Date :

Bidder's signature  
and seal.

Name of the Bidder:  
Name of the Project:

Form PQ#4 - Manpower

#	Employee Name	Designation	Skills & Professional Certification, if any	Proposed Area of expertise	Previous Exp.	Experience with Service Provider

**Note:** The Service Provider should submit Self-Certification by the authorized signatory.

Place:  
Date :

Bidder Signature  
and seal.

Name of the Bidder:

**Name of the Project:**

***Form – PQ#5 Declaration Regarding Clean Track Record***

To:

The Chief Engineer,

Vijayawada Municipal Corporation

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No.\_\_\_\_\_]. I hereby declare that my company/ Consortium Partners has not been debarred/ black listed as on Bid calling date by any Central or State Government/ Quasi Government Departments or Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Name of the Bidder:

**Name of the Project:**

**Format for the Manufacturer Authorization Form**

**(TO BE SUBMITTED OEM LETTER HEAD)**

Date: \_\_\_\_\_

To,

The Chief Engineer,  
Vijayawada Municipal Corporation

Sir,

Reference No.: \_\_\_\_\_ Dated \_\_\_\_\_ for  
\_\_\_\_\_

We \_\_\_\_\_, (name and address of the OEM) who are the original manufacturers of <<item name >> \_\_\_\_\_ hereby authorize \_\_\_\_\_ to bid, negotiate and conclude the contract with you against Tender No. \_\_\_\_\_ for the following goods are manufactured by us. As an OEM we assure timely supply and back to back support with services and spares for the offered product for a period of 5 years as applicable by the comprehensive warranty terms of this tender.

We also certify that \_\_\_\_\_ are authorized by us to provide technical service support, warranty and upgrade support up to the expiry of warranty period for the goods manufactured by us.

Name In the capacity of

Signed

Seal

## ***APPENDIX II***

### ***Technical Proposal Submission Forms***

The technical proposal should address the following at the minimum:

- 1.1 The proposal should have information specific to the Project.
- 1.5 Project Management Plan including
  - 1.5.1 Team deployment.
  - 1.5.2 Implementation Methodology and Plan to include
    - Key implementation objectives, key deliverables and an implementation schedule for the same
    - Acceptance Testing Plan
    - Data Backup plan
    - Escalation Process during implementation
  - 1.5.3 Quality and Security Assurance Plan
  - 1.5.4 Training Plan
  - 1.5.5 Hand holding, Operations and Maintenance Plan
  - 1.5.7 Detailed specifications including make, model and version of Hardware and Networking equipments
  - 1.5.8 Licensing details of software with details of maintenance arrangements with OEM
  - 1.5.9 Manufacturer Authorization letters to be attached of all the components of the Bid
  - 1.5.10 The Service Provider shall be responsible for providing the Exit Management Plan for the project to VMC at the time of submission of bids
  - 1.5.11 Post Implementation Plan
    - Manpower Deployment to support operations and maintenance of Services and IT infrastructure
    - Location, Manpower Structure and Services offered from Help desk
    - Maintenance arrangements with OEM for all supplies arranged through them

Name of the Bidder:

Name of the Project:

***Form TQ#1 - Understanding of the Project & Implementation Methodology***

A Brief technical proposal by the bidder on Project Scope, Understanding of the project, technologies proposed covering the following and other issues related to project:

- i. Technology model proposed.
- ii. Project Implementation Methodology
- iii. Application Design & Development model
- iv. Features of the Application/Solution
- v. Project Execution plan
- vi. Integration mechanism
- vii. Training Plan & Documentation Plan
- viii. Security Methodology and Plan.
- ix. Issues and Risks in the implementation of the Project.
- x. Disaster Recovery mechanism
- xi. Hardware, System software, network bandwidth and other tools required to implement the proposed solution
- xii. Non Functional Requirements
- xiii. Exit Management Plan

Place:

Date:

Bidder's Signature  
with Seal

Name of the Bidder:

Name of the Project:

**Form TQ#2 Technical Compliance sheet for RFID Specifications**

(To be submitted along with Technical proposal)

S.No	Parameters	Specifications	Compliance (Yes/No) Higher/Lower
1	RFID Tag	Make & Model to be specified	
		<< Detail specifications to be Specified>>	
2	RFID Controller	Make & Model to be specified	
		<< Detail specifications to be Specified>>	

Place:

Date:

Bidder's Signature  
with Seal



## ***APPENDIX III***

### ***Commercial Proposal Submission Forms***

**Form C#1**  
**Commercial Proposal Submission Form**

[Location, Date]

To: [Addressed to VMC]

Dear Sir,

We, the undersigned, offer to provide the for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date], and our Technical Proposal.

Our attached Financial Proposal is for the sum of [***Insert amount(s) in words and figures***] for whole project

This amount is inclusive of the Domestic taxes such as ----- (***Indicate the amounts against each***).

We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Name of the Bidder:

Name of the Project:

**Form C#2**  
**Commercial Form**

Particular	Qty (nos)	Unit Rate Rs.	Taxes	Total Cost (incl. of all taxes) Rs.
<b>Cost towards the deployed hardware (A) – Recurring Cost</b>				
a. RFID tag	656			
b. RFID Reader with Controller	55			
<i>Total Cost of deployed hardware (a+b)</i>				
<i>Total Cost of O &amp;M for 36 months (3 years)</i>				
<b>Solution Development, Integration &amp; Implementation Cost (B)</b>				
Design/development, Integration & implementation of RFID Bin management system in VMC jurisdiction.				
<b>Provision for tracking with GPS based system to Command control system</b>				
<b>Grand Total (A+B) (Rs.)</b>				

In Words: \_\_\_\_\_

Place:

Date:

Bidder's Signature  
with Seal

**Note:**

1. Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law shall be to the account of User Department.
2. Any change management/additional scope of work shall be paid.

- End of the Document -