

**Request for Proposal for Supply, installation, commissioning,
Operation and maintenance of GPS based vehicle tracking System
for NDMC vehicles.**



**NEW DELHI MUNICIPAL COUNCIL (NDMC)
PALIKA KENDRA, NEW DELHI**

[Handwritten signature]

Disclaimer

The information contained in this Request for Proposal document ("**RFP document**") or subsequently provided to Applicant(s), whether verbally or in documentary or in any other form, by or on behalf of New Delhi Municipal Council (hereafter referred to as "NDMC") or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Applicants. The purpose of this RFP document is to provide the Applicant(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the NDMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The NDMC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

Information provided in this RFP document to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The NDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the



accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation.

The NDMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP document.

The NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

The issue of this RFP document does not imply that the NDMC is bound to select an Applicant or to appoint the selected Applicant or Successful Applicant, as the case may be, for the Project and the NDMC reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NDMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

CL

Pat

Table of Contents

S. No.	Description Of Details	Page No.
1	Invitation For Proposal	1
1.7	Key Events and Dates	2
1.8	Other Important Information Related to Bid	3
2.	NDMC's Overview	4
2.1	About New Delhi Municipal Council (NDMC)	4
2.2	NDMC's main responsibilities	4
2.3	NDMC's transforming into a Smart City	5
3.	Project Objective & Scope	6
3.1	Project Objective	6
3.2	Scope Of Work	6
3.2.1	Scope	6
3.2.2	Functional Requirements	7
3.2.3	Features	8
3.2.4	Reports	9
3.2.5	Specifications of GPS Devices	9
4.	Instructions To The Applicants	10
4.1	General Information and Guidelines	10
4.2	Cost of Bidding	13
4.3	Site visit and verification of information	13
4.4	Verification and Disqualification	14
B.	Document	15
4.5	Contents of the RFP Document	15
4.6	Clarifications	16
4.7	Modification in the RFP Document	17
C.	Preparation And Submission Of Bids	17
4.8	Format and Signing of Bid	17
4.9	Sealing and Marking of Bids	18
4.10	Bid Due Date	19
4.11	Late Bids	19
4.12	Contents of the Bids	20
4.13	Modifications/Substitution/Withdrawal of Bids	20
4.14	Opening of Bids	20
4.15	Rejection of Bids	21
4.16	Validity of Bids	21
4.17	Confidentiality	21
4.18	Correspondence with the Applicant	22
4.19	Contacts during Bid Evaluation	22
4.20	Deviation Statement	22
4.21	Bid Submission Format	23
D	Earnest Money Deposit(EMD)	23
E	Pre-Bid Meeting	25
F	Administrative Guidelines	25
G	Operation and Maintenance(O&M) Guidelines	26
5.	Evaluation of Bids	27
5.1	Bid Evaluation	27
5.1A	Test of Responsiveness	27
5.2	Earnest Money Deposit, RFP Document Cost (if applicable) and eligibility criteria(Envelope A)	28

an

Tg

5.3	Technical Evaluation Presentation	30
5.4	Financial Bid	31
5.4.1	Submission of Financial Bids	31
5.4.2	Financial Evaluation	32
6	Appointment of Successful Applicant	32
6.1	Selection of Applicant	32
6.2	Term of the Agreement	33
6.3	Performance Bank guarantee	33
6.4	Release of Performance Bank Guarantee	33
6.5	Signing of Agreement	34
6.6	Tax Liability	34
6.7	Failure to Agree with the Terms and Conditions of the RFP Document	35
7	Fraud And Corrupt Practice	35
8	Miscellaneous	37
8.1	Jurisdiction of Court	37
8.6	Indemnity Clause	38
8.7	Applicable Law(s)	39
8.8	Integrity Pact	39
8.9	Documents and information	39
8.10	Language	40
8.11	Non Transferability of RFP document	40
8.12	Severability	40
8.13	Notices	40
8.14	Waiver	41
9	Punitive Clause	41
9.1.1	Implementation of SLAs	42
9.1.2	Post-Implementation SLAs	42
9.2	SLAs for availability of working of GPS system	42
9.3	Penalties	43
10	Force Majeure	43
10.1	Definition of Force Majeure	43
10.2	Force Majeure events	43
10.3	Notification procedure for Force Majeure	44
10.4	Allocation of costs arising out of Force Majeure	44
10.5	Consultation and duty to mitigate	45
11	Events Of Default And Termination	45
11.1	Events of Default	45
11.2	No Breach of Obligations	46
11.3	Termination due to Events of Default	47
11.4	Termination Notice	47
11.5	Obligation of Parties	47
11.6	Withdrawal of Termination Notice	48
11.7	Termination Payments	48
11.8	Rights of NDMC on Termination	49
11.9	Rights of Parties	50
12	Dispute Resolution	50
13	Liquidated Damages	51
14	Exit Management Schedule	51
14.1	Purpose	51
14.2	Transfer of assets	51
14.3	Cooperation and Provision of Information	51
15	Deviation Clause	52
	Annexure (1-10)	53-71

22

1. INVITATION FOR PROPOSAL

1.1 Name of the Work: **Request for Proposal for Supply, installation, commissioning, Operation and maintenance of GPS based vehicle tracking System for NDMC vehicles.**

1.2 NDMC hereby invites bids for Supply, installation, commissioning, Operation and maintenance (three years) of GPS based vehicle tracking System for NDMC vehicles.

The detailed scope of work is set out in the RFP document.

1.3 Applicant/Agencies are advised to study this RFP document carefully before submitting their bid/proposals in response to the RFP document. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, implications and after assessment of the project viability.

1.4 The RFP document can be obtained after depositing a Demand Draft of Rs.1,000 (Rupees One Thousand only) drawn in favour of "Secretary, NDMC" payable at Delhi/New Delhi from the office, details of which are given below. The RFP document has been uploaded on NDMC's website. In case of downloaded RFP document, the Applicant is required to deposit a Demand Draft of Rs.1,000/- drawn in favour of "Secretary, NDMC" payable at Delhi/New Delhi while submitting the bid.

Office of the Executive Engineer (C-I)

Room No.222, 2nd Floor,

SBS Place, Gole Market,

New Delhi Municipal Council

New Delhi – 110001

Tel No:- 011-23348418

Email: premlal00@gmail.com

All subsequent notifications, changes and amendments will be uploaded on the NDMC's website.

1.5 A three-envelope selection procedure shall be adopted as detailed in the RFP document.

1.6 Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be deposited on or before the time of last date of submission of bid. NDMC will not be responsible for delay in submission due to any reason.

1.7 Key Events and Dates

S. No.	Information	Details
1.	Advertising Date	23.03.2016
2.	Last date to send in requests for clarifications	29.03.2016
3.	Date, Time and Place of Pre- Bid conference	30.03.2016 at 11:00 A.M. Room no 1501, ^{15th} Floor, Palika Kendra, New Delhi- 110001
4.	Release of response to clarifications would be available at	www.ndmc.gov.in
5.	Last date and time for submission of bids (Bid Due Date)	07.04.2016 at 4:00 P.M.
6.	Technical Bid Opening Date & Time	07.04.2016 at 4:30 P.M.
7.	Date for Presentation	To be informed
8.	Financial Bid Opening Date & Time	To be informed
9.	Address for communication and hard copy submission of documents / correspondence	Office of the Executive Engineer (C-I) Civil, Civil Engineering Department, 2nd floor, Room No. 222, SBS Place, Gole market, New Delhi- 110001 Phone:- 011-23348418

1.8 Other Important Information Related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD)	Rs. 40,000. (Rupees Forty Thousand Only)
2	RFP document fee	Rs. 1,000 (Rupees One Thousand Only)
3.	Bid Validity Period	(90) Ninety days from the date of opening of Financial Bids.
4.	Last date for furnishing Performance Bank Guarantee to NDMC (By Lowest Applicant)	Within Fifteen (15) days of the date of issue of Letter of Acceptance (LOA).
5.	Performance Bank Guarantee value (Performance Bank Guarantee)	5% of the tender value.
6.	Performance Bank Guarantee (PBG) validity period	PBG shall be valid till for 180 days beyond the term of the Agreement period of fifteen years.
7.	Last date for signing the Agreement	15 days from the date of issue of Letter of Acceptance.

al

PR

2. NDMC'S OVERVIEW

2.1 About New Delhi Municipal Council (NDMC)

NDMC is one of the five urban local body in National Capital Territory of Delhi. It has its origins in the Imperial Delhi Committee, which was constituted on 25 March 1913 to overlook the construction of the new capital of India. The administrative area under the New Delhi Municipal Council comprises of 42.7 sq. km. The NDMC is governed by a Council by a 13 member Council headed by Chairperson appointed by the Central Government. The Council Members includes the Member of Parliament of New Delhi Parliamentary Constituency, Chief Minister of Delhi and also the Member of Legislative Assembly of Delhi Cantonment Assembly Constituency.

NDMC consists of nearly 3% of the area and 2.5 lakh of the resident population of National Capital Territory of Delhi. However, there is about 16-20 lakhs floating population in daytime which possess challenges for managing the civil services in NDMC area.

NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi, the area which was historically come was regarded as the centre of Central in Union of India. It also consists of important buildings such as Rashtrapati Bhawan, Parliament House, Supreme Court, North and South Blocks and others. In addition to this, NDMC area also comprises of the embassy area. The strategic geo-political location of the NDMC area and its history makes the area extremely important for the country. Efficient functioning of the municipal body is, thus, extremely important for the country.

2.2 NDMC's main responsibilities are –

- Providing basic civic amenities
- To manage its own assets and collection of Property Tax
- Building Regulation
- Registration of Birth and Death
- Construction, and maintenance of municipal markets and regulation of trades
- Sanitation & Public Health
- Maintenance of public parks, gardens or recreational centres

al

RF

NDMC is one of the few local bodies in the country who is financial self-reliant. It is also a distribution company for water and electricity and its municipal solid waste is 100% scientifically disposed of.

2.3 NDMC's TRANSFORMING INTO A SMART CITY

NDMC has been one of the first city to initiate Smart City projects which inter-alia include city-wide wi-fi services in the Connaught Place and Khan Market area, Multi-tier automatic parking system at Sarojini Nagar and Baba Kharak Singh Marg, a multi utility (Service corridor) duct of about 1.2 km in the Connaught Place area and e-governance initiatives such as on-line payments for electricity-water bills, property taxes and other online services such as citizen complaint centers, hospital data of birth and death, electricity water connections. NDMC is also taking big strides in moving to mobile platform for rendering citizen services.

NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India as one of the 20 Smart Cities under the Smart City Mission.

The vision for NDMC Smart City has been formulated based on the strategic blueprint and the needs and aspirations articulated through the stakeholder consultations.

NDMC Vision for Smart City is thus:

“To be the Global Benchmark for a Capital City”

cal

→

3. PROJECT OBJECTIVE & SCOPE

3.1 Objective:-

- 3.1.1 NDMC is implementing the Automatic vehicle location system with a view to track the movement of trucks deployed for various services of NDMC with the objective of monitoring such vehicles.
- 3.1.2 As a part of the above, the vehicles to be covered by the project will require installation of the Global Positioning System (GPS) devices and other accessories relating thereto.
- 3.1.3 With a view to procure GPS device together with associated services ("work"), NDMC intends to seek proposals from eligible entities for consideration towards award of the work in accordance with the procedure set out herein.

3.2 Scope of work:-

The broad scope of work would include supply, installation, commissioning testing, operation and maintenance of GPS Tracking System in 99 NDMC vehicles. This would inter-alia include

3.2.1 Scope:-

- 3.2.1.1 Supply of the complete GPS based vehicle tracking system, including all necessary components, subcomponents, spares, consumables, tools and tackles etc.
- 3.2.1.2 Embossing of the equipments with NDMC "Logo" and inscription "New Delhi Municipal Council".
- 3.2.1.3 Commissioning of the supplied systems at the specified site.
- 3.2.1.4 The selected contractor shall provide 12 sets of Operation & Maintenance Manual in English language for all the systems.
- 3.2.1.5 Any additional works not covered above, but necessary for the functioning of the system and required as per specification should be incorporated.
- 3.2.1.6 Training to the users for operation and maintenance of the system.
- 3.2.1.7 The GPS Set installed and commissioned shall be guaranteed for satisfactory performance for a period of 36 months from date of commissioning.

al GP

- 3.2.1.8 The selected contractor shall be responsible for operation and comprehensive on-site maintenance of the GPS Set for a period of 36 months.
- 3.2.1.9 Proper concealing of GPS devices so that these are not accessible to driver/other person in such a manner that tampering could be minimized.

3.2.2 Functional Requirements:-

- 3.2.2.1 The database server/application server shall be positioned at firm's premises. The data should not be accessible by any other agency. It shall store the vehicle position data for a period of last six months for all the vehicles in the server hard disk itself. Thereafter archiving on a suitable media like DVD, CD etc. should be provided.
- 3.2.2.1 Suitable digital map of Delhi in 1:10000 or Google Map or better resolution and having required feature layers is to be provided by the bidder. The digital maps need to be updated regularly and any change in topography needs to be incorporated in the map by the vendor and updated copy be provided for use in the system. The map engine specifications should zoom in/out; variable map window size/full screen map; customizable vehicles icons; re-center/planning and zoom level based layers capable of geo-fencing creation and provision to add new land marks. It is expected that the map data will conform to Government policies.
- 3.2.2.3 The vehicle position in the quoted system should have better accuracy and the vehicles should be visible moving on the correct side of the road on the map. The accuracy of the system shall be such level that at any of time the vehicle shown on map shall not be at a difference of 5 metre from the actual position.
- 3.2.2.4 The live tracking of vehicles and access of different reports should be available from the local and remote consoles on the NDMC.
- 3.2.2.5 The Successful Applicant shall repair or replace the defective/malfunctioning equipment free of cost on the same day during the contract period as part of comprehensive onsite maintenance. They will update the application software with the latest versions as and when required/available.
- 3.2.2.6 The access to the proposed vehicle tracking system should be based on login/password with different rights at different level of officials.

at

Signature

- 3.2.2.7 The Administrator must be able to add, change and cancel user identification and their initial passwords and permissions for the system access. Administrator should have the right to disable GPS for any particular vehicle.
- 3.2.2.8 All the accesses to the system should be logged including date and time of access along with the IP addresses. It will maintain audit-trail of all modification/alterations carried out in the system. The system should have IDS and Firewall to prevent any unauthorized access to the system.
- 3.2.2.9 The database should have protection from unauthorized access and attack by using IDS and Firewall to prevent any unauthorized access to the system.
- 3.2.2.10 Any customization required by NDMC in the formats of reports shall be done by the Successful Applicant free of cost as and when required.

3.2.3 FEATURES:-

- 3.2.3.1 24*7 live tracking of vehicles with position Data Update.
- 3.2.3.2 The Vehicle Tracking equipment comprising of GPS/GSM module, GSM/GPS antenna, battery backup, internal memory etc. should in a single case. Only the power/sensor should be out of the case for suitable connection.
- 3.2.3.3 The vehicle Tracking equipment should be capable of working under extreme temperature and humidity conditions of Delhi.
- 3.2.3.4 The vehicle Tracking equipment should have Over The Air(OTA) Tracking configuration facility.
- 3.2.3.5 The vehicle Tracking equipment, if connected to the vehicle battery should not drain the vehicles battery.
- 3.2.3.6 The vehicle Tracking equipment should also have High capacity Li-ion internal back-up battery for working of the unit for at least six hours in case of non-availability of external power source.
- 3.2.3.7 The system should alert on Main Power supply lost, Main power supply restores, Main power supply low, back-up battery voltage low, GPS lost, geo fence, over speed violation etc.
- 3.2.3.8 The vehicle Tracking equipment should have internal memory to record at least 2000 locations points in case of non-availability of communication channel.

al 

3.2.4 REPORTS:-

3.2.4.1 Replay of exact route taken by a vehicle, on the map.

3.2.4.2 Speed graph report.

3.2.4.3 Vehicle activity reports including total distance of travel, average time consumption, places visited, halted etc.

3.2.4.4 Day summary report depicting the number of trips made details of exceptions viz. Over-speeding, stoppage, geo-fence violations, halt etc.

3.2.4.5 Accurate log of exact kilometres travelled on basis of actual movement.

3.2.4.6 Vehicle stop report such as vehicle stoppage, date, showing entire places visited along with date and time for a particular period.

3.2.4.7 The system should have facility to generate report in MS Office.

3.2.4.8 The system must be able to retrieve the history of a vehicle, showing entire places visited along with date and time for a particular period.

3.2.4.9 The system must be able to display snapshot summary of all logged-on vehicles.

3.2.4.10 The system bidder shall provide the Training at the user's location in the system administration, system operations, archive downloading and reports generations etc.

3.2.5 Specifications of GPS Device:-

Features	Minimum Specifications	Compliance (Yes/No)
Backup Battery	450mAh/3.7V	
Operation Temperature	-25 degree C to 60 degree C	
Humidity	5%-95%	
Standby Time	60 hours	
GSM Frequencies	850/900/1800/1900 MHz	
GPRS	Class1 12	
GPS Channel	20	
GPS Sensitivity	-159 dBm	

Acquisition Sensitivity	-144 dBm	
Position Accuracy	5 metre	
TTFF (Open Sky)	Cold Start: <38s	
	Warm Start: <15s	
	Hot Start: <2s	
GSM/GPS/ Antenna	Built-in design	
LED Indicator	GSM-green, GPS-blue, Power-red	
Data Transmit	TCP-SMS	
Geo-fence	View any existing Geo-fence in the map	
Speeding Alarm	Report when speeds higher than the pre-set value.	
Low Power Alarm	Alarm when backup battery is running out	
Non-movement Detection	Movement alarm based on built-in 3D motion sensor	
Mileage Report	Track by time/distance interval	
Remote Control	Cut off petrol/electricity	

4. INSTRUCTIONS TO THE APPLICANTS

This section includes all the important information related to RFP document required to bid for this project.

A. GENERAL

4.1 General Information and Guidelines

4.1.1 NDMC invites bids to this Request for Proposals ("**RFP document**") from eligible Applicants as per the scope of work defined in this RFP document. RFP document means this RFP document, Successful Applicant Agreement, supporting annexure / appendices / formats etc., any addenda to this RFP document and all other such documents.

4.1.2 Any contract that may result from this bidding process will be effective from the date of Signing of the Agreement and shall, unless terminated earlier in accordance with its terms, continue for a period of three

years. 'Operation & Maintenance Period' is for a period of three years from the date of successful implementation.

- 4.1.3 The assumptions, assessments, statements and information provided in this RFP document is for the assistance to the Applicants who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. The Applicant shall visit the site and examine the project in detail for execution of the work and deployment of equipment. Nothing contained in this RFP document shall be binding on the NDMC nor confer any right on the Applicants, and the NDMC shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP document.
- 4.1.4 Applicants may carry out Project Site visits/ inspections/ testing at their own cost.
- 4.1.5 The Applicant / Successful Applicant has to ensure that the general public/ tourist/ visitors are not hindered in any manner while survey, execution, operations and maintenance of the project.
- 4.1.6 All information supplied by Applicants may be treated as contractually binding on the Applicants on successful award of the assignment by NDMC on the basis of this RFP document.
- 4.1.7 This RFP document supersedes and replaces any previous public documentation and communications, and Applicants should place no reliance on such communications.
- 4.1.8 The Bid should be furnished clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Applicant's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 4.1.9 The Applicant shall deposit an Earnest Money Deposit (EMD) of Rs.40,000/- (Rupees forty thousand only) in accordance with the provisions of this RFP document. The Applicant has the option to provide the EMD either as a Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of "Secretary, NDMC" payable at Delhi/New Delhi .
- 4.1.10 The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit (EMD). The EMD shall be refundable no later than 60 (sixty) days from the date of issuance of Letter of Acceptance to the lowest Applicant except in the case of the lowest Applicant

26

27

- 12 -

whose Bid Security shall be retained till it has provided a Performance Security under this Agreement.

- 4.1.11 No Applicant shall submit more than one Application for the Project.
- 4.1.12 The Applicant shall acquaint himself with the proposed site of work, before submitting the bid.
- 4.1.13 The Applicant should submit a Power of Attorney authorizing the signatory of the Application to commit the Applicant.
- 4.1.14 If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified.
- 4.1.15 The Successful Applicant shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc.
- 4.1.16 The project cost on the part of the Applicant would include the cost of hardware, software, electrical works, manpower and other costs. There will be recurring annual cost associated with operation and maintenance of these facilities as per the scope of the work defined in the RFP document.
- 4.1.17 Organizational Structure during Implementation and Operation: The Applicant shall submit its proposed organizational structure during implementation, operation and maintenance stages.
- 4.1.18 The Successful Applicant shall be responsible for the operations and maintenance as per the terms set out in the RFP document.
- 4.1.19 If during the course of execution of the project any minor revisions to the work requirements, various reports made available to NDMC for Monitoring etc. are to be made to meet the goals of the project, such changes shall be carried out without any cost.
- 4.1.20 An Applicant shall be liable for disqualification and forfeiture of Earnest Money Deposit if any legal, financial or technical adviser of the NDMC in relation to the Project is engaged by the Applicant, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the Letter of Acceptance or (ii) execution of the Agreement. In the event any such adviser is engaged by the lowest Applicant, as the case may be, after issue of the incidental to Project, then notwithstanding anything to the contrary contained herein or in the Letter of Acceptance or the Agreement and without prejudice

13 -
to any other right or remedy of the NDMC, including the forfeiture and appropriation of the Earnest Money Deposit or Performance Security, as the case may be, which the NDMC may have thereunder or otherwise, the Letter of Acceptance or the Agreement, as the case may be, shall be liable to be terminated without the NDMC being liable in any manner whatsoever to the lowest Applicant for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the project.

4.2 Cost of Bidding

The Applicants shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.3 Site visit and verification of information

4.3.1 Applicants are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, Applicable Laws and regulations, and any other matter considered relevant by them.

4.3.2 It shall be deemed that by submitting a Bid, the Applicant has:

- (i) made a complete and careful examination of this RFP Document and unconditionally and irrevocably accepted the terms thereof;
- (ii) received all relevant information requested from the NDMC;
- (iii) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (a) existing facilities and structures;
 - (b) conditions of the access roads;
 - (c) conditions affecting transportation, access, disposal, handling and storage of materials;

al 

- (d) all other matters that might affect the Applicant's performance under this RFP document;
- (iv) accepted the risk of inadequacy, error or mistake in the information provided in the RFP document furnished by or on behalf of the NDMC relating to any of the matters referred to in this RFP document;
- (v) satisfied itself about all matters, things and information, including matters referred to in Clause 4.4.1 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with this RFP Document and performance of all of its obligations thereunder;
- (vi) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP Document or ignorance of any of the matters referred to in Clause 4.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the NDMC, or a ground for termination of the Agreement by the Successful Applicant;
- (vii) acknowledged that it does not have a Conflict of Interest; and
- (viii) agreed to be bound by the undertakings provided by it under and in terms hereof.

4.3.3 NDMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP Document or the Bidding Process, including any error or mistake therein or in any information or data given by the NDMC.

4.4 Verification and Disqualification

4.4.1 The NDMC reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP document and the Applicant shall, when so required by the NDMC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the NDMC shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the NDMC thereunder.

4.4.2 The NDMC reserves the right to reject any Bid and appropriate the Earnest Money Deposit if:

- (a) at any time, a material misrepresentation is made or uncovered, or

al 

- 15
- (b) the Applicant does not provide, within the time specified by the NDMC, the supplemental information sought by the NDMC for evaluation of the Bid, or
 - (c) any act or omission of the Applicant results in violation of or non-compliance with this RFP document or any Applicable Laws.

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Applicant gets disqualified / rejected, then the NDMC reserves the right to take any such measure as may be deemed fit in the sole discretion of the NDMC, including annulment of the Bidding Process.

- 4.4.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Agreement thereby granted by the NDMC, that one or more of the qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful Applicant either by issue of the Letter of Acceptance or entering into of the Agreement, and if the Lowest Applicant has already been issued the Letter of Acceptance or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the NDMC to the Lowest Applicant or the Successful Applicant, as the case may be, without the NDMC being liable in any manner whatsoever to the Lowest Applicant or Successful Applicant. In such an event, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Agreement, or otherwise.

B. DOCUMENT

4.5 Contents of the RFP Document

- 4.5.1 This RFP document comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 4.8.

Invitation for Bids

- Section 1. Invitation for Proposal
- Section 2. Project Overview
- Section 3. Project Objective and Scope
- Section 4. Instructions to the Applicants
- Section 5. Evaluation of Bids
- Section 6. Appointment of Successful Applicant
- Section 7. Fraud and Corrupt Practices
- Section 8. Miscellaneous
- Section 9. Punitive Clause
- Section 10. Force Majeure
- Section 11. Event of Default and Termination
- Section 12. Dispute Resolution
- Section 13. Liquidated Damages
- Section 14. Exit Management Schedule

Annexures:

- 1. Detail of the Applicants.
- 2. Integrity Pact
- 3. Bank Guarantee
- 4. Format for financial bid covering letter
- 5. Format for financial bid
- 6. Power of attorney for signing of Application
- 7. Statement of legal capacity
- 8. Covering letter cum project undertaking
- 9. Similar work experience record
- 10. Check list for technical bid.

4.6 Clarifications

- 4.6.1 Applicants requiring any clarification on the RFP document may notify the NDMC in writing by speed post/ courier/ special messenger and by e-mail and should send in their queries so as to reach the officer designated in Clause 1.4 by the date specified in Clause 1.7 (Key Events and Dates). NDMC shall



endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be sent by e-mail. The NDMC will upload clarifications, if any, on its website (www.ndmc.gov.in). The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for GPS Vehicles"

4.6.2 The NDMC shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the NDMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the NDMC to respond to any question or to provide any clarification.

4.6.3 The NDMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants through its website. All clarifications and interpretations issued by the NDMC shall be deemed to be part of the RFP document. Verbal clarifications and information given by NDMC or its employees or representatives shall not in any way or manner be binding on the NDMC.

4.7 Modification in the RFP Document

4.7.1 At any time prior to the Bid Due Date, the NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum.

4.7.2 Any Addendum / clarification issued hereunder will be in writing and will be published on the NDMC's website (www.ndmc.gov.in) to make it accessible to all Applicants, and shall be deemed to be a part of this RFP document.

4.7.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the NDMC may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

4.8 Format and Signing of Bid

4.8.1 The Applicant shall provide all the information sought under this RFP document. The NDMC will evaluate only those Bids that are received in the required formats and complete in all respects.

ak



13

4.8.2 The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

4.8.3 It is expected that Applicants have read and understood the RFP document along with clarification / addenda (if any) before the proposal submission. As a matter of confirmation of the same, a copy of the RFP document including other documents like clarification & addendum, if any, duly signed by the authorized signatory shall be submitted alongwith the bid. The bid documents shall have an index page with page numbers specified for all the key information/headers.

4.9 Sealing and Marking of Bids

4.9.1 A three envelope/cover system shall be followed for the bid. The Applicant shall submit the Bid and seal it in the following three envelopes:

- (a) Envelope A: (i) Earnest Money Deposit; (ii) Cost of RFP document (in case of downloaded RFP document), if any; and including the following:
 - (i) Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the board of directors.
 - (ii) A copy of the Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (i) hereinabove.
- (b) Envelope B: Eligibility Criteria.
- (c) Envelope C: Financial Bid.

4.9.2 The Bid shall include the following documents: -

Envelope A		
Sl. No.	Documents Type	Document Format
1.	Earnest Money Deposit (EMD)	EMD – Rs.40,000/- to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of "Secretary, NDMC" Payable at Delhi/New Delhi.
2.	Cost of RFP	Cost of RFP document (in case of RFP document)

adl 

	document, if applicable	downloaded from website) – Rs.1,000/- to be deposited in the form of Demand Draft/Bankers Cheque in favour of "Secretary, NDMC" Payable at Delhi/New Delhi.
Envelope B		
1	Eligibility Criteria	The Eligibility Criteria shall be prepared in accordance with the requirements specified in RFP document.
Envelope C		
1	Financial Bid	The Financial Bid proposal shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed in RFP document.

4.9.3 The three envelopes specified in Clauses 4.9.1 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

"Bid for the GPS based vehicle tracking"

and shall clearly indicate the name and address of the Applicant. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

4.9.4 Each of the envelopes shall be addressed to the officer designated in Clause 1.4.

4.9.5 If the envelopes are not sealed and marked as instructed above, the NDMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Applicant.

4.9.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

4.10 Bid Due Date

4.10.1 Bids should be submitted before the Bid Due Date (Last date and time for submission of bids) at the address provided in Clause 1.4 in the manner and form as detailed in this RFP document.

4.10.2 The NDMC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 4.7 uniformly accessible for all Applicants.

4.11 Late Bids

Bids received by the NDMC after the specified time on the Bid Due Date (including the extended period if any) shall not be eligible for consideration and

al 

- 20 -

shall be summarily rejected.

4.12 Contents of the Bid

4.12.1 Generally, the Project will be awarded to the Lowest Applicant.

4.12.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP document.

4.12.3 The proposed Agreement shall be deemed to be part of the Bid.

4.13 Modifications/ Substitution/ Withdrawal of Bids

4.13.1 The Applicant may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the NDMC prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.

4.13.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.9, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

4.13.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NDMC, shall be disregarded.

4.14 Opening of Bids

4.14.1 The NDMC shall open the Bids (Envelope A and B) received within the specified time, on the Bid Due Date as specified in Clause 1.7 at the place specified in Clause 1.4 and in the presence of the Applicants who choose to attend.


4.14.2 The representatives of the Applicants should carry the identity card or a letter of authority from the Applicant to identify their bonafides for attending the Technical Bid opening.

4.14.3 The NDMC will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP document.

4.14.4 To facilitate evaluation of Bids, the NDMC may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Bid.

4.14.5 The technical evaluation of only those Applicant will be done who will found eligible in terms of Clause 5.2.

4.14.6 Envelope C containing the Financial Proposal will remain unopened and will be held in custody of NDMC until the time of opening of the Financial Proposals.

al 

4.14.7 NDMC shall invite the Eligible Applicants as declared in terms of clause 5.2.3 for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by NDMC separately and individually to such Eligible Applicants.

4.15 Rejection of Bids

4.15.1 Notwithstanding anything contained in this RFP document, the NDMC reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the NDMC rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Applicants to submit fresh Bids hereunder.

4.15.2 The NDMC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

4.16 Validity of Bids

The Bids shall be valid for a period of 90 (Ninety) days from the date of opening of financial bids. The validity of Bids may be extended by mutual consent of the respective Applicants and the NDMC.

4.17 Confidentiality

4.17.1 Information relating to the examination, clarification, evaluation and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the NDMC in relation to, or matters arising out of, or concerning the Bidding Process. The NDMC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The NDMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the NDMC or as may be required by law or in connection with any legal process.

4.17.2 The NDMC may allow the Applicant to review and utilize highly confidential public records and the Successful Applicant shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

al



- 4.17.3 The Successful Applicant shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 4.17.4 The NDMC or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Successful Applicant regarding any forbidden disclosure.
- 4.17.5 For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
- (i) information already available in the public domain;
 - (ii) information which has been developed independently by the Applicant / Successful Applicant not affecting any interest of the NDMC;
 - (iii) information which has been received from a third party who had the right to disclose the aforesaid information;
 - (iv) information which has been disclosed to the public pursuant to a court order.
- 4.17.6 To the extent the Successful Applicant shares its confidential or proprietary information with NDMC for effective performance of the Services, the provisions of the Clause 4.18 will apply *mutatis-mutandis* on the NDMC.

4.18 Correspondence with the Applicant

Save and except as provided in this RFP document, the NDMC shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Bid.

4.19 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened on the Bid Due Date and until such time the NDMC makes official intimation of award through issuance of Letter to Acceptance to the Lowest Bidder/ rejection to the Applicants. While the Bids are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFP document, from contacting by any means, the NDMC and/ or their employees/ representatives on matters related to the Bids under consideration.

4.20 Deviation Statement

ak



Applicants may note that NDMC will not entertain any deviations to the RFP document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Applicants would have to be unconditional and unqualified and the Applicants would be deemed to have accepted the terms and conditions of the RFP document with all its contents.

4.21 Bid Submission Format

The Applicant should ensure that all the required documents, as mentioned in this RFP document, are submitted along with the bid and in the prescribed format only. NDMC will not accept delivery of Proposal in any manner other than that specified in this RFP document. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the Applicant.

D. Earnest Money Deposit (EMD)

4.22 Earnest Money Deposit (EMD)

4.22.1 Earnest money amounting Rs. 40,000/- (Rs. Forty Thousands only) in the form of Treasury Challan or Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Secretary, NDMC).

4.22.2 The NDMC shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.

4.22.3 Any Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by the NDMC as non-responsive.

4.22.4 The Earnest Money Deposit of unsuccessful Applicants will be returned by the NDMC, without any interest, as promptly as possible on issuance of the Letter of Acceptance to the Lowest Applicant or when the Bidding process is cancelled by the NDMC.

4.22.5 The Lowest Applicant's EMD will be returned, without any interest, upon the Successful Applicant signing the Agreement after furnishing the Performance Security in accordance with the provisions thereof.

al



4.22.6 The NDMC shall be entitled to forfeit and appropriate the EMD as Damages *inter alia* in any of the events specified in RFP Document. The Applicant, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the NDMC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Applicant during the period of Bid validity as specified in this RFP document. No relaxation of any kind on EMD shall be given to any Applicant.

4.22.7 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or under the Agreement, or otherwise, if-

- (a) an Applicant submits a non-responsive Bid;
- (b) an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 7 of this RFP document;
- (c) an Applicant withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Applicant(s) and the NDMC;
- (d) the Lowest Applicant fails within the specified time limit -
 - (i) to sign and return the duplicate copy of Letter of Agreement; or
 - (ii) to sign the Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefore in the Agreement.

In such an event, the decision of the NDMC regarding forfeiture of the EMD shall be final and binding upon Applicants.

4.22.8 Applicants should mention the beneficiary account details for EMD refund in the Earnest Money Deposit Form as required for Refund. The beneficiary account provided for EMD refund should remain active for successful EMD refund. The earnest money deposit of unsuccessful Applicants will be refunded through RTGS / NEFT mode. Applicants should submit scanned copy of cancelled cheque of the beneficiary account for EMD refund.

4.22.9 In case of forfeiture of EMD as prescribed in as above, the Applicant shall not be allowed to participate in the rebidding process of the same project.

al 

E. Pre-Bid Meeting

4.23 Pre-Bid Meeting

- 4.23.1 Pre-Bid Meeting will be convened at the designated date as mentioned in Clause 1.7 at a time and place specified by the NDMC.
- 4.23.2 Only those persons who have purchased this RFP document shall be allowed to participate in the pre-bid conference.
- 4.23.3 A maximum of three representatives of each person who has purchased this RFP document shall be allowed to participate on production of duly issued authority letter from such person and identity documents.
- 4.23.4 During the course of Pre-Bid Conference(s), the Applicants may seek clarifications and make suggestions for consideration of the NDMC.
- 4.23.5 The NDMC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 4.23.6 All enquiries from the Applicants relating to this RFP document must be submitted to NDMC before the deadline mentioned in RFP document (Key Events and Dates – Clause 1.7). These queries should also be emailed at premlal00@gmail.com

F. Administrative Guidelines

4.24 This section describes the administrative guidelines, policies and procedures to be followed by the Successful Applicant while undertaking operational activities. NDMC is particular about safeguarding the aesthetics and regulatory norms of NDMC and expects the Successful Applicant to strictly abide to the same. This includes, but is not limited to, approach related to operational activities, safety and security aspects, repair and maintenance, vandalism, damage to public property, misuse of public amenities, misuse of public space and other key NDMC requirements. The Successful Applicant is responsible for adhering to the following administrative guidelines:

- (i) NDMC reserves the right to intervene at any point throughout the Agreement for all administrative, operation and maintenance activities.
- (ii) The Successful Applicant will be responsible for overall procurement and maintenance cost for GPS Infrastructure setup to be carried out as part of this project.
- (iii) NDMC will hold ownership of all hardware equipment and software components, including but not limited to all active and passive devices, sensors, applications, reports, software and licenses etc.

ad 

- (iv) The Successful Applicant shall be responsible to keep all the tangible and intangible assets under this Agreement in good, operational and serviceable conditions at all times.
- (v) The work of Successful Applicant shall be subject to inspection at various stages. The Successful Applicant shall abide and follow all Safety and Security Regulations and practices at all times. The Successful Applicant should not use any sub-standard products at any point of time.
- (vi) The Successful Applicant would also be required to maintain a centralized Helpdesk monitoring system, which will track new installations, complaints, issues logged by NDMC.
- (vii) All the hardware and software supplied and replaced should be new and from reputed OEMs as per the RFP document. The Successful Applicant shall ensure that the products procured are of the OEM proposed in the bid. The material shall be checked/ validated/ audited by NDMC, along with Quality tests. The Successful Applicant is responsible to check and validate all material including hardware, software and peripherals and provide the list of the same to NDMC before installation.

G. Operation and Maintenance (O&M) Guidelines

4.25 The Successful Applicant shall follow the following Operation and Maintenance guidelines:

- (i) The Successful Applicant has to adhere to the operation and maintenance policies and procedures, as directed by NDMC, for managing and operating the Project. This includes (but not limited to) customer service, repair and maintenance and other primary functions, training programs to staff, user manuals, technical manuals, and administrative policies and procedures.
- (ii) Successful Applicant will be responsible to provide comprehensive on site warranty for 3 years after installation.
- (iii) All the hardware and software issues will be the responsibility of the Successful Applicant.
- (iv) The Successful Applicant shall provide comprehensive on-site warranty service for all devices, equipment and its related hardware, software, electrical and network infrastructure components supplied for the this project.
- (v) The FMS team shall be required to take regular backup of the application data as per the frequency defined by NDMC. Security and safety arrangements for safe custody of the backup data shall also be the responsibility of Successful Applicant.

al 

- (vi) The Successful Applicant shall ensure that the instruction manuals, technical manuals and user manuals supplied by the manufacturer/ OEMs/ Successful Applicant are referred, referenced, reviewed and maintained up-to-date at all times.
- (vii) All patches and updates to any software and hardware devices shall be provided by the Successful Applicant without any additional costs throughout the tenure of the Agreement.
- (viii) NDMC reserves the right to ask for replacement of any hardware, software network if it is not from a reputed brand and does not conform to all the requirements specified in the RFP document.
- (ix) During the Agreement period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

5 EVALUATION OF BIDS

5.1 BID EVALUATION

- 5.1.1 NDMC will evaluate the bids.
- 5.1.2 NDMC may seek clarifications in writing from the Applicants on their proposals and may visit Applicant's client site to validate the credentials/ citations claimed by the Applicant.
- 5.1.3 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP document. NDMC reserves the right to reject any or all proposals on the basis of any deviations from this RFP document.

5.1A Tests of responsiveness

5.1A.1 Prior to evaluation of Bids, the NDMC shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:

- (a) it is received as per the format defined in RFP document.
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 4.10;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 4.8 and 4.9;
- (d) it is accompanied by the Earnest Money Deposit;
- (e) it is accompanied by the Power(s) of Attorney, if applicable;

al 

- (f) it contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
- (g) it quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Applicant;
- (h) it does comply with all the Technical specifications and General Terms and conditions;
- (i) it does not contain any condition or qualification;
- (j) the Applicant has submitted all additional information or clarification as sought by NDMC within the prescribed period;
- (k) Bids without duly signed integrity pact; and
- (l) it is not non-responsive in terms hereof.

5.1A.2 The NDMC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the NDMC in respect of such Bid. Provided, however, that the NDMC may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

5.2 Earnest Money Deposit, RFP Document Cost (if applicable) and Eligibility Criteria (Envelope A)

5.2.1 The bids without Earnest Money Deposit will be summarily rejected.

5.2.2 In case, the Applicant has downloaded the RFP document from the NDMC's website, then the Applicant is required to pay the cost of RFP document along with the EMD, failing which its bid will be rejected.

5.2.3 The bid of the Applicant shall be evaluated on the basis of the following Eligibility Criteria:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Applicant Entity	Legal entities duly registered under the Companies Act 1956/ 2013 is allowed.	a) Certificates of incorporation; b) Registration Certificates;
2	General Requirement	The applicant shall be in the business of providing GPS based vehicle tracking system from at least last three years.	Copy of documents to establish the General requirement conditions to be enclosed.

ad

TS

3	Similar Work Experience	<p>Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited:</p> <p>Three similar completed works costing not less than 8.00 Lacs each,</p> <p>Or</p> <p>Two similar completed works, costing not less than 12.00 Lacs each</p> <p>Or</p> <p>One similar completed work of aggregate cost not less than 16.00 Lacs each.</p> <p>"Similar work" means supply, installation and providing web services for GPS based vehicle tracking system.</p>	
4	Turnover	The Applicant shall have Average Annual turnover of at least Rs.20 Lacs during each of the last three financial years as on 31.03.2015.	(i) Certificate(s) from statutory auditors of the Applicant or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 3 (three) years; and
5	Profit/Loss	The Applicant shall not be in loss for more than 2 years during last five years ending 2014-15.	(ii) certificate(s) from statutory auditors of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the following: Financial statement and balance sheet for last five years ending 2014-15.
6	Solvency	The Applicant shall have bank Solvency certificate of not less Rs. 8.00 Lacs (certificate issued within last six months from the date of issue of this RFP document will be considered for this purpose).	Certificate from Bank
7	Registration under Tax Labour Laws Electrical Laws, etc.	<p>The Applicant or the Lead Applicant should have a registered number of:</p> <p>(a) VAT/Sales Tax where his business is located;</p> <p>(b) Service Tax;</p> <p>(c) Income Tax PAN;</p> <p>(d) The ESI & EPF registration as per Labour Laws;</p> <p>(e) Registration of Labour License.</p>	Copies of relevant(s) Certificates of Registration.

8	No Barring Certificate	Any entity which has been barred, by the Central Government/ any State Government/ NDMC, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application.	Undertaking by the authorized signatory as per the form mentioned in Annexure- 7.
9	Integrity Pact	Duly signed Integrity Pact as per Annexure - 2	The Applicant has to submit has to submit duly signed Integrity Pact as per Annexure – 2 along with its proposal.

5.2.4 The Applicant shall submit all the documents in the prescribed formats mentioned in the RFP document.

5.2.5 The Eligibility criteria of Applicant's proposals (Envelope B) shall be based on:

(i) Technical Proposal Evaluation;

5.3 Technical Presentation

The Applicants, who will found eligible in terms of Clause 5 above, will be asked to give a presentation on its proposal on date, time and place as communicated to the Applicant by the NDMC in writing before NDMC.

5.3.1 NDMC may visit various client sites national to validate the project citations and implementation experience quoted by the Applicant. The NDMC will bear the expenses on the NDMC officers/officials tour and the Applicant shall facilitate the same.

5.3.2 All the expenses incurred by the Applicant for the purposes mentioned in this clause will be borne by the Applicant.

5.3.3 Technical Solution Proposed for the Project (Approach, Methodology, Project Management, Execution Methodology, SLA Management)

Broad areas to be covered in the Technical Solution documentation are given below:

AL



- (i) Describe the proposed Technical Solution in a structured manner. Following should be captured in the same:
 - a. Detailed description of the design and technical solution and various applications and components including make of equipment or sizing of infrastructure (including diagrams and calculations wherever applicable);
 - b. Reasoning for selection of the proposed technology over other options;
 - c. Extent of compliance to technical requirements specified in the scope of work;
 - d. Technical Design and clear articulation of benefits to NDMC of various components of the solution vis-à-vis other options available;
 - e. Strength of the Applicant to provide services including examples or case studies of similar solutions deployed for other clients;
 - f. Any other parameter.
- (ii) Provide detailed Approach and Methodology for Implementation and Post-Implementation periods.
- (iii) Approach & Methodology for Management of SLA Requirements specified in the RFP document. Applicant is required to clearly articulate how each of the SLA requirements would be adhered in a table format.
- (iv) Insights into Best and latest Industry practices and standards.

5.3.4 Compliance Table to the IT / Non-IT Components

The RFP document has specified the benchmark / minimum specifications for various components. Applicant is expected to give a comprehensive compliance sheet for the equipment/software proposed by them.

5.4 FINANCIAL BID

5.4.1 Submission of Financial Bids

5.4.1.1 The Applicant shall quote the rates of the items as per the format given in the RFP document (Annexure- 4).

5.4.1.2 The cost of equipments, cost of installations, and O&M costs throughout the O&M period should be provided as per the format given in the RFP document

5.4.1.3 Any bid which does not conform to the formats prescribed above in clause 5.4.1.1 and 5.4.1.2 will be disqualified.

5.4.1.4 The Successful Applicant shall pay all duties and taxes in consequence of its

gh

RS

obligations under this Agreement.

5.4.2 Financial Evaluation

- 5.4.2.1 The Financial Bids of Eligible Applicants will be opened on date, time and place as communicated to the Applicant by the NDMC in writing in the presence of Applicants who choose to attend.
- 5.4.2.2 The Financial Bids shall be evaluated on the basis of the total amount quoted by the Applicant as per clause 5.4.1 above.
- 5.4.2.3 The Applicant whose Financial Bid will be lowest be called as Successful Applicant.

6 Appointment of Successful Applicant

6.1 Selection of Successful Applicant

- 6.1.1 After selection of Lowest Applicant in terms of Clause 5.6, a Letter of Award (the "LOA") shall be issued, in duplicate, by the NDMC to the Lowest Applicant and the Lowest Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Lowest Applicant is not received by the stipulated date, the NDMC may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as Damages on account of failure of the Lowest Applicant to acknowledge the LOA.
- 6.1.2 Issue of Letter of Acceptance (LOA) shall not be construed as any right given in favor of the Lowest Applicant, and NDMC reserves the right to annul the process of award, including signing of agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons therefore.
- 6.1.3 Upon issue of LOA to the Lowest Applicant, NDMC will release the EMD of all Applicants, except the Lowest Applicant.
- 6.1.4 After acknowledgement of the LOA as aforesaid by the Lowest Applicant, it shall cause the Lowest Applicant to execute the Agreement within the period prescribed in Clause 1.7. The Lowest Applicant shall not be entitled to seek any deviation, modification or amendment in the Agreement.

OK



6.2 Term of the Agreement

The term of this Agreement shall be a period of thirty seven (37) months from the date of signing of this Agreement. The term includes one month (1) of 'Implementation Period' and thirty six (36) months of 'Operation and Maintenance Period'.

Implementation period – 1 month

O&M period – 36 months

6.3 Performance Bank Guarantee

6.3.1 The Lowest Applicant will be required to submit a Performance Bank Guarantee (PBG) of 5% of the tendered value to the NDMC within 15 (fifteen) days from the date of receipt of Letter of Acceptance.

6.3.2 Performance Bank Guarantee shall be valid for 180 days beyond the term of the Agreement. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

6.3.3 In case, the Lowest Applicant fails to submit performance bank guarantee within the time stipulated, the NDMC at its discretion may cancel the Letter of Acceptance issued to the Lowest Applicant without giving any notice and may invoke the EMD of such Lowest Applicant.

6.3.4 NDMC shall invoke the Performance Bank Guarantee in case the Successful Applicant fails to discharge their contractual obligations during the Agreement period or NDMC incurs any loss due to Successful Applicant's negligence in carrying out the project implementation as per the agreed terms and conditions.

6.4 Release of Performance Bank Guarantee

The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- After successful implementation of this project;
- Successful operation and maintenance of all the services under this agreement;
- Payment of all the penalties throughout implementation, operation and maintenance period;

and

DP

- At the end of the Agreement period, Performance Bank Guarantee of Successful Applicant will be released after successful handing over all the assets including all hardware in working conditions. If any deficiency noticed at the time of handing over the Successful Applicant has to get rectified/replaced the same at his own cost within 15 days otherwise NDMC will get it rectified at the risk and cost of the Successful Applicant.
- On production of clearance for all applicable dues, if any.

6.5 Signing of Agreement

- 6.5.1 Subsequent to NDMC's issuing Letter of Acceptance to the Lowest Applicant, the Lowest Applicant shall execute the Agreement with the NDMC within a period of 15 days from the date of issue of the Letter of Acceptance subject to the condition that the Performance Bank Guarantee has been deposited by the Lowest Applicant within the prescribed period.
- 6.5.2 Failure of the Lowest Applicant to furnish the Performance Bank Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Lowest Applicant to be liquidated. The Lowest Applicant will be liable to indemnify NDMC for any additional cost or expense, incurred on account of failure of the Lowest Applicant to execute the Agreement.
- 6.5.3 Notwithstanding anything to the contrary mentioned above, NDMC at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Lowest Applicant, provided the same is bona-fide.

6.6 TAX LIABILITY

- 6.6.1 The Successful Applicant shall be responsible for all the statutory taxes, statutory dues, local levies, Service tax, etc. to be paid to Government / Statutory bodies / Authorities etc. for the services rendered by it. There will be no tax liability upon the NDMC whatsoever on any account.
- 6.6.2 The Successful Applicant indemnifies NDMC from any claims that may arise from the statutory authorities in connection with this License. Stamp duty for execution of Agreement shall solely be borne by the Successful Applicant.

al 

6.6.3 The Successful Applicant should ensure enforcement of Applicable Laws including Labor Laws, Minimum Wages Laws etc. and at no point of time should the NDMC be drawn into litigation on these counts.

6.7 Failure to Agree with the Terms and Conditions of the RFP document

6.7.1 The performance of Applicant will be continuously reviewed by NDMC to maintain the terms & conditions as specified in this RFP document. Based on the review, if the Successful Applicant fails to satisfy / maintain their commitment with respect to SLAs, Performance, Timely Implementation of the Project etc. the Agreement may be terminated by giving 15 days notice as cure period and if it is not cured within 15 days then NDMC will terminate the Agreement by giving further notice of 15 days for termination of Agreement. NDMC's decision in this regard will be final. In case of termination of this Agreement, NDMC shall have the right to avail services of any other Applicant / agency to continue the project without any let or hindrance from Applicant and the Applicant has to provide all necessary assistance for smooth switch over. NDMC will not pay any charges to the Applicant. Failure of the Lowest Applicant to agree with the RFP document shall constitute sufficient grounds for the annulment of the award, in which event NDMC may take a decision to re-issue the RFP document. In such a case, NDMC shall invoke the PBG of the Lowest Applicant.

6.7.2 In addition, NDMC reserves the right to appropriate the EMD / Performance Bank Guarantee given by the Lowest Applicant and black-list the Applicant.



7. FRAUD AND CORRUPT PRACTICES

7.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Acceptance (LOA) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the NDMC may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Applicant, as the case may be, if it determines that the Applicant or Successful Applicant, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the NDMC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages,

ad

RF

without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Agreement, or otherwise.

- 7.2 Without prejudice to the rights of the NDMC under Clause 6.1 hereinabove and the rights and remedies which the NDMC may have under the LOA or the Agreement, or otherwise if an Applicant, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP document issued by the NDMC during a period of 2 (two) years from the date such Applicant, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 7.3 For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NDMC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefore, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NDMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 4.1.20 of this RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the NDMC in relation to any matter concerning the Project;
- (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- 
- 

- (c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8. MISCELLANEOUS

8.1 Jurisdiction of Court

The Bidding Process shall be governed by, and construed in accordance with, the laws of India. The courts at Delhi/New Delhi shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

8.2 The NDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/ or evidence submitted to the NDMC by, on behalf of, and/ or in relation to any Applicant; and/ or
- (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

8.3 It shall be deemed that by submitting the Bid, the Applicant agrees and releases the NDMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder,

sl 

pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

- 8.4 The Applicant shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties during execution of work.
- 8.5 In the event of any restrictions being imposed by the NDMC, security agencies, traffic agencies, or any other authority in the working area, Successful Applicant shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are given as under:-

- b) The Successful Applicant shall be responsible for behavior and conduct of his staff. The Successful Applicant shall engage no staff with doubtful integrity or having a bad record;
- c) The workers of the Successful Applicant should strictly observe code of conduct and manner befitting security. If any employee of the Successful Applicant fails to absolve proper conduct, the Successful Applicant shall be liable to remove him from deployment, immediately in receipt of the instructions of the NDMC;
- d) The Successful Applicant shall be responsible for the conduct and behavior of its workers employed for the work;
- e) The NDMC shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc. Similarly, Successful Applicant reserves the right to change the staff as per its requirement;
- f) The NDMC shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Successful Applicant consequent upon any injury/ mishap.

8.6 Indemnity Clause

The Successful Applicant shall defend, indemnify, release and hold harmless the NDMC from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the Successful Applicant or NDMC) or for loss of or damage to property (including Successful Applicant or NDMC property), in each case whether directly or

al

AP

indirectly resulting from or arising out of Successful Applicant performance under this RFP document / Agreement. This indemnity shall apply whether or not NDMC was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on one or more of the NDMC. Such indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this RFP document / Agreement and, shall not apply where such loss, damage, injury, liability, death or claim is the result of the sole negligence or willful misconduct of the NDMC.

8.7 Applicable Law(s)


The Successful Applicant has to follow all the applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any government authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India as amended from time to time while providing these services.

8.8 Integrity Pact

The Applicant shall submit a duly signed integrity pact as per Annexure- 2 along with its proposal as per the RFP document.

8.9 Documents and Information

The documents including this RFP document and all attached documents, provided by the NDMC are and shall remain or become the property of the NDMC and are transmitted to the Applicants solely for the purpose of preparation and the submission of a Bid in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Applicants, and the NDMC will not return to the Applicants any Bid, document or any information provided along therewith.

al 

8.10 Language

The Bid and all communications in relation to or concerning the RFP Document and the Bid shall be in English language. If any supporting document is in any language other than English, translation of the same in English language duly attested by the Applicant shall be provided. In case of discrepancy, English translation shall govern.

8.11 Non Transferability of RFP document

This RFP document is non-transferable.

8.12 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

8.13 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to NDMC:

_____ (designation of authorised officer)

Fax No. _____

al

→

If to the Successful Applicant:

The _____ (Designation)

Fax No. _____

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

8.14 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - iii. shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

9 Punitive Clause

- 9.1 NDMC will impose a fine on the Successful Applicant for not meeting the **Implementation Service Level Agreements (SLAs)** and **Post-Implementation SLAs** as detailed below:

al



- 9.1.1 **Implementation SLAs:** These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs will be applicable for supply, installation and commissioning. For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Successful Applicant would be charged with penalty as follows:

Delay (Weeks)	Penalty value
Per week	1% of contract value per week
Maximum penalty	10% of the contract value

In case, the Successful Applicant reaches maximum of penalty at any point of time, NDMC reserves the right to invoke the termination clause.

9.1.2 Post-Implementation SLAs

- 9.1.2.1 These SLAs shall be used to evaluate the performance of the services on quarterly basis and penalties would be levied for cumulative performance for the quarter basis.

- 9.1.2.2 In the event of non-compliance to this condition, NDMC reserves the right to invoke the termination clause. All the activities and obligations pursuant to the termination, shall be as per Termination Clause as provided in this RFP document.

9.2 SLA for availability of working of GPS System and online reports thorough cloud based system and mobile application

Sr. No	Uptime SLA (Quarterly) For complete GPS based vehicle monitoring system	Penalty values per qtr (%ge of cost of item no. 1, 4 and 5 of financial bid)
1	Uptime up to 99%	No Deduction
2	Between 99% to 98%	1%
3	Between 98% to 97%	2%
4	Between 97% to 96%	3%
5	Between 96 % to 95%	4%
6	Between 95% to 94%	5%
7	Between 94% to 93%	6%
8	Between 93% to 92%	7%
9	Between 92% to 91%	8.5%
9	Between 91% to 90%	10%
10	Below 91%	Not acceptable. NDMC can terminate the Agreement.

21

22

9.3 Penalties shall not be levied on the Successful Applicant in the following cases

9.3.1 In case of a Force Majeure event effecting the SLA which is beyond the control of the Successful Applicant. Force Majeure events shall be considered in line with the Force Majeure clause mentioned in this RFP document.

10 FORCE MAJEURE

10.1 Definition of Force Majeure

The Successful Applicant or the NDMC, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this RFP document to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

10.2 Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which may be classified as all or any of the following events:

- (i) act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- (ii) radioactive contamination or ionizing radiation or biological contamination;
- (iii) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Successful Applicant or any of its Subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;
- (iv) general strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Successful Applicant and which affect the timely implementation and continued operation of the Project;
- (v) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot,

ak

→

insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

For the avoidance of doubt, it is clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

10.3 Notification procedure for Force Majeure

10.3.1 The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause.

10.3.2 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this RFP document.

10.4 Allocation of costs arising out of Force Majeure

10.4.1 Upon the occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

10.4.2 For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.

10.4.3 Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising

ad 

out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

10.5 Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this RFP document as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

11 EVENTS OF DEFAULT AND TERMINATION

11.1 Events of Default

Any of the following events shall constitute an event of default unless such event has occurred as a result of one or more reasons set out in clause 11.2;

- (i) The Successful Applicant has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of the Engineer-in-Charge, is likely to delay achievement of implementation and commissioning Date, which is one month from the date of signing of agreement;
- (ii) The Successful Applicant is in Material Breach of O&M Requirements;
- (iii) Any representation made or warranties given by the Successful Applicant under this RFP document is found to be false or misleading;
- (iv) A resolution has been passed by the shareholders of the Successful Applicant for the voluntary winding up of the Successful Applicant;
- (v) Any petition for winding up of the Successful Applicant has been admitted and liquidator or provisional liquidator has been appointed or the Applicant has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of NDMC, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Applicant are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the

al

→

obligations of the Applicant under this RFP document, and provided further that:

- a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this RFP document;
 - b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this RFP document and has a credit worthiness at least as good as that of the Applicant as at Commencement Date; and
 - c) RFP document remains in full force and effect.
- (ix) The Successful Applicant has abandoned the Project Facilities.
 - (x) The Successful Applicant has repudiated this RFP document or has otherwise expressed an intention not to be bound by this RFP document.
 - (xi) The Successful Applicant has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days.
 - (xii) The Successful Applicant has otherwise been in Material Breach of any of its other obligations and terms and conditions under this RFP document.
 - (xiii) The Successful Applicant is not able to meet the SLAs minimum requirement of 90% uptime at all the times or otherwise.
 - (xiv) The Successful Applicant reporting bankruptcy to the NDMC, or any appropriate statutory forum.

11.2 No Breach of Obligations

The Successful Applicant shall not be considered to be in breach of its obligations under this RFP document nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this RFP document is affected by or on account of any of the following:

- (i) Force Majeure Event as provided under clause 10;
- (ii) Compliance with written instructions of the NDMC or the directions of any Government Agency in writing, other than instructions issued as a consequence of a breach by the Successful Applicant of any of its obligations hereunder or any applicable law;

al



11.3 Termination due to Events of Default

11.3.1 Without prejudice to any other right or remedy which the NDMC may have in respect thereof under this RFP document, upon the occurrence of a Event of Default, the NDMC shall be entitled to terminate this Agreement as hereinafter provided.

11.3.2 If NDMC decides to terminate this Agreement pursuant to preceding clause 11.3.1, it shall in the first instance issue Preliminary Notice to the Successful Applicant. Within 15 days of receipt of the Preliminary Notice, the Successful Applicant shall submit to NDMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "**Applicant's Proposal to Rectify**"). In case of non-submission of the Successful Applicant's Proposal to Rectify within said period of 15 days, NDMC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.

11.3.3 If the Successful Applicant's Proposal to Rectify is submitted within the period stipulated therefore, the Successful Applicant shall have further period of 15 days to remedy / cure the underlying Event of Default (Cure Period). If, however the Successful Applicant fails to remedy/cure the underlying Event of Default within such further period allowed, NDMC shall be entitled to terminate this Agreement by issue of Termination Notice and to appropriate the Performance Security if subsisting.

11.4 Termination Notice

If NDMC, having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause 11.3, it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- (iii) the estimated Termination Payment including the details of computation thereof and;
- (iv) any other relevant information.

11.5 Obligation of Parties

al



Following issue of Termination Notice by NDMC in accordance with clause 11.4, the Parties (i.e. the Successful Applicant and the NDMC) shall promptly take all such steps as may be necessary or required to ensure that:

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities,
- (ii) the Termination Payment, if any, payable by the Successful Applicant is paid to the NDMC before the Termination Date; and
- (iii) the Project Facilities are handed over to NDMC by the Successful Applicant on the Termination Date, free from any Encumbrance, under this Agreement.

11.6 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this RFP document, if the Successful Applicant cures the underlying Event of Default to the satisfaction of the NDMC at any time before the Termination occurs, the Termination Notice may be withdrawn by the NDMC.

Provided that the Successful Applicant shall compensate the NDMC for any direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

11.7 Termination Payments

Upon Termination of this Agreement, the NDMC shall be entitled to receive Termination Payment as under:

(a) Prior to Commissioning

If the Agreement is terminated due to Event of Default, NDMC shall forfeit the Performance Bank Guarantee furnished by the Successful Applicant.

(b) After Commissioning

If the Agreement is terminated due to Event of Default, NDMC shall forfeit the Performance Bank Guarantee furnished by the Successful Applicant. The Successful Applicant shall pay all dues, if any, to the NDMC before the date of termination.

ak

Re

11.8 Rights of NDMC on Termination

Upon Termination of this Agreement for any reason whatsoever, NDMC shall have the power and authority to:

- (i) Enter upon the Project Site and take over the Project Facilities without any hindrance.
- (ii) prohibit the Successful Applicant or any Person claiming through or under the Successful Applicant from entering upon/dealing with the Project Site / Project Facilities;
- (iii) step in or nominate any person to step in without the necessity of any further action by the Successful Applicant, to the interests of the Successful Applicant under such of the Project Agreements, as NDMC may in its discretion deem appropriate with effect from such date as NDMC may specify:

Provided any sums claimed by counter party to any such Project Agreements as being due and owing for work or services performed or accruing on account of any act, omission or event prior to such date specified by NDMC for step in shall and shall always constitute debt between the Successful Applicant and such counter party and NDMC shall in no way or manner be liable or responsible for such sums. The Successful Applicant shall ensure that the Project Agreements contain provisions necessary to give effect to the provisions of this clause 11;

- (iv) Notwithstanding anything contained in this Agreement, NDMC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Successful Applicant in connection with the Project, and the handback of the Project Site/facilities by the Successful Applicant to NDMC shall be free from any such obligation.
- (v) Notwithstanding anything contained in this Agreement, the right of NDMC to vacant and peaceful possession of the Project Facilities, upon Termination is absolute. If the Successful Applicant fails to deliver vacant and peaceful possession of the Project Facilities as contemplated in this provision, the Successful Applicant shall be liable to pay to NDMC and NDMC shall be entitled to recover from the

SV 

Successful Applicant, an amount that represents a genuine estimate of the losses, damages and costs suffered by NDMC by way of liquidated damages.

11.9 Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or Agreement. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

12 DISPUTE RESOLUTION

- 12.1 Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (NDMC and Successful Applicant). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, NDMC on receipt of written notice / demand of appointment of Arbitrator from either party.
- 12.2 The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of NDMC, New Delhi only.
- 12.3 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings and currency of the Agreement, the Successful Applicant shall continue to perform and make due payments to NDMC as per the Agreement.

al

FF

13 LIQUIDATED DAMAGES

Time is the essence of the Agreement and the delivery dates are binding on the Successful Applicant. In the event of delay or any gross negligence, for causes attributable to the Successful Applicant, in meeting the deliverables, the NDMC shall be entitled at its option to recover from the Successful Applicant as agreed, liquidated damages, as per the rates mentioned in "Implementation & Post Implementation Performance Requirements" of Service Level Agreement as mentioned in this RFP document. The Liquidated Damages shall be capped at 10% of the total tendered value, and in the event of Liquidated Damages exceeding this capping, the NDMC has a right to invoke "Termination Clause". The activities pursuant to the termination of the Agreement shall be in-line with the conditions of the RFP document.

14 EXIT MANAGEMENT SCHEDULE

14.1 Purpose: This Clause sets out the provisions, which will apply on expiry or termination of the Agreement.

14.2 Transfer of assets:

14.2.1 The Successful Applicant shall within fifteen (15) days of the expiry of the Agreement or termination of the Agreement, whichever is earlier, hand over all the assets and services belonging to the NDMC in proper working condition to the NDMC.

14.2.2 In case of any deficiency noticed at the time of such handing over, the Successful Applicant has to get it rectified at his own cost within 15 days of such handing over otherwise NDMC will get it rectified at the risk and cost of the Successful Applicant.

14.2.3 Performance Bank Guarantee of the Successful Applicant will be released only after successful handing over of the all the assets including hardware, in working conditions to NDMC, and after adjustments of any amount due and recoverable from the Successful Applicant under this Agreement by NDMC, if any.

14.3 Cooperation and Provision of Information

During the Exit Management Period:

- (i) the Successful Applicant will allow the NDMC access to information reasonably required to define the then current mode of operation

al

RS

associated with the provision of the services to enable the NDMC to assess the existing services being delivered;

- (ii) promptly on reasonable request by the NDMC, the Successful Applicant shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Successful Applicant). The NDMC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Successful Applicant shall permit the NDMC or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the NDMC to understand the methods of delivery of the services employed by the Successful Applicant and to assist appropriate knowledge transfer.

15. Deviation Clause

During the complete tenure of the agreement i.e. 37 months, NDMC has right to place the order for 50% additional quantity at the same rates and terms & conditions. The Successful Applicant has to commence such additional quantity at the same rate & conditions of agreement.

al

JP

Details of Applicant

1. (a) Name:

(b) Country of incorporation:

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

(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

al



INTEGRITY PACT

To,

.....

.....

.....

Sub: Request for Proposal for Supply, installation, commissioning, Operation and maintenance of GPS based vehicle tracking System for NDMC vehicles.

Dear Sir,

It is here by declared that NDMC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Request For Proposal (RFP) is an invitation to offer made on the condition that the bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NDMC.

Yours faithfully

Executive Engineer

(C-I) Division

an



INTEGRITY PACT

To,

Executive Engineer,

C-I Division,

NDMC, New Delhi.

Sub: Request for Proposal for Supply, installation, commissioning, Operation and maintenance of GPS based vehicle tracking System for NDMC vehicles.

Dear Sir,

I/We acknowledge that NDMC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Request For Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NDMC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NDMC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

al



INTEGRITY PACT

NDMC

To be signed by the tenderder/bidder and same signatory competent / authorised to sign the relevant contract on behalf of NDMC.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2016

BETWEEN

New Delhi Municipal Council represented through Executive Engineer, C-I Division, (Name of Division)

NDMC, New Delhi (Hereinafter referred as the '**Principal/Owner**', which expression shall unless

(Address of Division)

repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

"Tenderder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/ Owner has floated the Tender (**RFP No. 07/EE(C-I)/2015-2016**

(hereinafter referred to as **"Tender/bid"**) and intends to award, under laid down organizational procedure, contract for **Request for Proposal for Supply, installation, commissioning, Operation and maintenance of GPS based vehicle tracking System for NDMC vehicles.**

hereinafter referred to as the **"Contract"**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Tenderer(s)/Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **"Integrity Pact"** or **"Pact"**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

al



Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender process, treat all bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidders(s) the same information and will not provide to any Bidders(s) confidential / additional information through which the Bidders(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.



Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
 - 2) The Bidders(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidders(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.
 - c) The Bidders(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- ~ ~ ~

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could tender in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his tender, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a will full misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidders(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
-  

- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6-Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, NDMC.

Article 7-Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium

at

Signature

members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8-LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... Executive Engineer (C-I)

(For and on behalf of Bidder/Contractor)

(For and on behalf of Principal/Owner)

WITNESSES:

1.

(Signature, name and address)

2.....

(Signature, name and address)

Place: New Delhi.

Dated:.....

22

Signature

Format of Bank Guarantee
(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100)

WHEREAS, (Name of the Bidder) wishes to submit his Bid for the selection of Successful Applicant for PPP Project for "Request for Proposal for Supply, installation, commissioning, Operation and maintenance of GPS based vehicle tracking System for NDMC vehicles.", hereinafter called " Bid".

KNOW ALL MEN by these presents that we (Name of bank) of (city and country) having our registered office at _____ (hereinafter called "the Bank") are irrevocably and unconditionally bound to the New Delhi Municipal Council or its successor, (hereinafter referred to as " NDMC" in the sum of Rs. _____ (in Words) _____ which payment can truly be made to NDMC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of, 2016

THE CONDITIONS of this obligation are:

- (a) If the applicant withdraws his Bid at any time during the stipulated period of Bid Validity specified in the RFP document and; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP document in NDMC's opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from NDMC in this regard; or
- (c) If the applicant, refuses to accept the correction of errors in the Bid; or
- (d) If the applicant, having been notified of the acceptance of its Bid by the NDMC fails or refuses to comply with the following requirements:
 - Pay either the performance security of the first instalment of the Agreement fee as specified in Clause 5.4.1 of the RFP document to New Delhi Municipal Council (NDMC)
 - Sign the Agreement as provided in the RFP Document We agree and undertake, absolutely, irrevocably and unconditionally to pay to the NDMC, as the case may be, the above amount without protest, delay or demur upon receipt of NDMC's first written demand, without the NDMC having to substantiate its demand, provided that in its demand the NDMC will note that the amount claimed by it is

d

PR

due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by NDMC at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Intent, the EMD shall remain in force until the date of signing of agreement by such Bidder

OR

In the event this Bidder is not selected for award of the Project, the Earnest Money Deposit shall remain in force up to and including a period of 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Delhi and the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED

REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____

SEAL OF THE BANK _____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

201



(On the letterhead of the Bidder)

Date:

Executive Engineer (C-I)
Room No.222, 2nd Floor,
SBS place, Gole Market,
New Delhi Municipal Council
New Delhi – 110001

Sub:- Request for Proposal for Supply, installation, commissioning, Operation and maintenance of GPS based vehicle tracking System for NDMC vehicles.

Sir,

Having gone through this RFP document and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to submit our quote in the form of the financial bid duly signed and sealed Annexure- 5 enclosed herewith.

We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein.

We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

.....
(Name of the Bidder)

(Signature of Authorised Signatory)

Encl: Duly signed and sealed Annexure 5.

AL



Executive Engineer (C-I)
Room No.222, 2nd Floor,
SBS place, Gole Market,
New Delhi Municipal Council
New Delhi – 110001

Financial Bid

Sub:- Request for Proposal for Supply, installation, commissioning, Operation and maintenance of GPS based vehicle tracking System for NDMC vehicles.

S. No.	Description of Items	Qty.	Unit	Rate per Unit	Total Amount Rs. (In figure)	Total Amount Rs. (In words)
A	B	C	D	F	G	H
01	GPS Device (Hardware Only) including comprehensive onsite maintenance of hardware & software etc. complete.	99	each			
02	Installation charges of GPS device and related equipments complete to make the system functional	99	each			-
03	GPRS (SIM) charges including cost of data	99x36	Per vehicle per month			
04	Web server charges (services like cloud based application, software, database, online tracking, generation of various type of reports as defined in scope of work, geo fencing, online real time	99x36	Per vehicle per month			

al.

	backend support and command system)					
05	Annual comprehensive onsite maintenance of hardware & software and servicing charges for second and third year	99x24	Per vehicle per month			
06	Service Tax Only					
				Total		

Total cost of each item is inclusive of all taxes (except Service Tax), duties, insurance , transportation, loading-unloading, installation, commissioning, testing etc.

The applicant has to quote Service Tax, if applicable separately and the same will reimburse on submission of documentary evidence.

**Authorized Signatory (With
Stamp of the Successful Applicant)**

al 

Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name)..... son/daughter/wife ofand presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the NDMC.

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

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

For

.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

al PI

Selection of Successful Applicant for this PPP project

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

al 

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of.....

* Please strike out whichever is not applicable.

wh 

(On the Letterhead of the Bidder)

To,
Executive Engineer (C-I)
Room No.222, 2nd Floor,
SBS place, Gole Market,
New Delhi Municipal Council
New Delhi – 110001

Sir,

REF: Request for Proposal for Supply, installation, commissioning, Operation and maintenance of GPS based vehicle tracking System for NDMC vehicles.

Being duly authorized to represent and act on behalf of.....
(hereinafter referred to as "the bidder"), and having reviewed and fully understood all the information provided in the request for proposal (rfp) document provided to us by ndmc in respect of the captioned project, the undersigned hereby submits the proposal for consideration of ndmc in response to the rfp for **Request for Proposal for Supply, installation, commissioning, Operation and maintenance of GPS based vehicle tracking System for NDMC vehicles.**

For your evaluation, we are enclosing our Proposal in original with the details as per the requirements of the RFP.

We confirm that our Proposal is valid for a period of ninety (90) days from opening of financial bid (~~Proposal Due Date~~).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the RFP document provided to us. We further represent that the Bidder has not been barred by NDMC, GNCTD, any other State Government in India (SG) or Government of India (Gol), or any of the agencies of GNCTD/SG/Gol from participating in projects of similar nature and such bar subsists as on the Proposal Due Date.

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

al

RF

Similar Work Experience Record

Bidders should provide information on undertaking construction of similar projects in last five years (Separate Sheets for each project to be attached giving following details). A summary is to be provided in following format.

Year	Name of Work	Name of Client with contact details	Contract No. and Date	Value of Contract in Rs. Crores	Date Started	Date Completed	Role of Applicant and Remarks

al 

Check list for Technical Bid

S. No.	Documents required	Compliance (Y/N)
1.	Envelope 'A'—1. EMD 2. Cost of RFP document	
2.	Envelope 'B'	
a	Registration Certificate of Company/Applicant	
b	Proof of applicant in the business of providing GPS Based vehicles tracking system for last three years.	
c	Experience certificate of Similar works completed	
d	Proof of annual turnover of last three years	
e	Profit and loss account of last five years.	
f	Bank Solvency certificate	
g	Vat/Sales Tax registration certificate	
h	Service tax registration certificate	
i	Income tax PAN	
j	ESI & EPF registration	
k	Registration of Labour license	
l	No barring certificate	
m	Integrity pact duly signed (Annexure-2)	
n	Compliance of specification as per clause 3.2.5	
o	Duly filled up Annexure-1, 6, 7, 8, 9	

at 3/4