

**Request for Proposal
For
Selection of ASP
For Providing e-Tendering Services**



South Delhi Municipal Corporation

Department of Information & Technology, 24th Floor, Dr. S.P.M Civic Centre,
New Delhi-110002

Website: www.mcdonline.gov.in

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The information provided by the bidders in response to this RFP Document will become the property of the SDMC and will not be returned. SDMC reserves the right to amend, rescind, reissue this RFP Document and all amendments will be advised to the bidders/hosted in the SDMC's website and such amendments will be binding on them. SDMC also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by SDMC for Selection of ASP vendor for providing e-Tendering Services. It should not be reused or copied or used either partially or fully in any form.

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TENDER NOTICE

Ref: DIT/SDMC/2018/09/D-1233

Date: 05/03/2018

IT Department, South DMC invites sealed tenders, from Government Departments/Government Bodies/Government autonomous bodies/Government Organizations/Reputed PSUs for providing e-Tendering Services in South Delhi Municipal Corporation.

1.	Tender No.	DIT/SDMC/2018/09
2.	Date of issue of Tender Document	05.03.2018
3.	Pre-bid Date and Time	09.03.2018 at 03:00 PM
4.	Last date & time of receipt of Tender	19.03.2018 at 03:00 PM
5.	Date & time of opening of Technical Bid	19.03.2018 at 03:30 PM
6.	Date & time of opening of Financial Bid	To be decided later
7.	Validity of Tender	180 days
8.	Cost of the tender document (Rs) (non refundable)	Rs.2,000/- (inclusive of taxes)

The above tender document can be obtained from IT Department, South DMC or can be downloaded from our web site www.mcdonline.gov.in. Bidder downloading the tender document from the web site needs to attach demand draft for the cost of tender document.



Administrative Officer (IT), SDMC

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Date and Time & Address for Financial Bid Opening will be intimated later to Eligible & Technically qualified Bidders.
3. Bid Cost: DD shall be made in favor of "Commissioner, SDMC" of amount ₹.2000/- (Non-Refundable) payable at New Delhi. This amount is inclusive of GST
4. Only those Bids that qualify the Eligibility Criteria Response and the Technical & Functional Requirement shall be intimated for Financial Bid Opening.

SOUTH DELHI MUNICIPAL CORPORATION

IT Department, 24th Floor

Dr. S.P.M. Civic Centre, Minto Road

New Delhi – 110002

**Tender notification-cum-document for providing E-Tendering Services in South Delhi
Municipal Corporation.**

Priced at INR 2000/- (Rupees Two Thousand only) for a set of form to be filled in and signed and put in sealed covers and submitted in a duly sealed cover along with two separate a/c payee drafts (as per Sl. No 2 A and 2 B) to be enclosed with the original tender form upon downloading the same from the web-portal of this corporation.

Pre-Bid Conference: 09.03.2018 at 03:00 PM

[Bidders are encouraged to attend the above conference, but it is not mandatory to attend the same]

In case the day is observed as a holiday or is closed for rest of the day, the time will stand automatically extended to 03:00 AM on the next working day

Last Date & Time of Receipt of Tenders: 19.03.2018 at 03:00 PM

In case the day is observed as a holiday or is closed for rest of the day, the time will stand automatically extended to 03:00 pm on the next working day.

PART 1: INVITATION TO BID

INTRODUCTION

1.1 Background

SOUTH DELHI MUNICIPAL CORPORATION (SDMC), serves the South Delhi area of the capital. It provides a range of quality urban services to about six million population. The range of services provided by the SDMC include drainage, solid waste management, maintenance of municipal roads, parks and squares, street lighting etc running of around 535 primary schools in the city etc. Recently, the SDMC initiated various programmes that aim to bring about holistic improvements in its operations with focus on citizen services, revenue generation, efficiency enhancement and social responsiveness. Considerable progress has been achieved in this direction by streamlining of work procedures, improvement in work culture and greater transparency in interaction with stakeholders thus ensuring a higher level of satisfaction of the citizens of the city.

SDMC is committed to the cause of continuous improvement in services with its vision to "be efficient, effective, equitable, citizen-responsive, financially sustainable and transparent, delivering quality service to the citizens". The SDMC understands that IT is a crucial enabler in its path of technological advancements. It also understands that it must have the necessary IT systems and infrastructure in place, but it must also ensure that the requisite processes, staffing and governance model should be in place to ensure that the full benefits are obtained. The SDMC desires to further improve the overall effectiveness of the various services that would enable it to carry on its vision. SDMC intends to establish E-Tender Application.

1.2. Broad Aspects of the Tender Notice:

- A. This Tender document including a detailed scope of work is downloadable from the website <http://www.mcdonline.gov.in/> and an A/c Payee Bank Demand Draft/Banker's Cheque from any scheduled bank for a non-refundable amount of Rs 2,000/- (Two

Thousand rupees only) payable to "Commissioner, SDMC" is to be attached with the Technical Bid of the Tender. Technical bid should be submitted in a sealed cover addressed to the Commissioner, SDMC and superscribed appropriately (Technical Bid: Tender for e-Tendering).

- B. A technical bid (sealed covered and appropriately superscribed) must also accompany Earnest Money Deposit of Rs 1,00,000/- (One Lakh rupees only) in the form of a separate A/c Payee Demand Draft/Banker's Cheque/Bank Guarantee by RBI Scheduled Bank payable to Commissioner, SDMC.
- C. Each of the interested bidders to submit its technical bid and its financial bid in two separate sealed covers. These must be put inside a third cover duly sealed and superscribed "Tender for E-Tendering in SDMC" and be dropped in the TENDER BOX kept for the purpose in the Office Area of AO (IT) as per scheduled date. If the date happens to be a holiday/is closed for the rest of the day, tenders may be submitted on the next working day by 03:00 pm. The bids/tenders will be opened by the Committee or by the officer designated for this purpose on the same day at 03:30 PM.
- D. The Commissioner, SDMC reserves the right to accept or reject a bid or part thereof, or reject all bids, without assigning any reason whatsoever, or cancel the tender without prior notice. Court jurisdiction in case of any disputes would be at Delhi.

1.3 Introduction

Through this RFP, SDMC invites proposal from eligible bidders satisfying the eligibility criteria as set out in this document to select Application Service Providers (ASP) who would provide a hosted model for conducting online e-Tendering. The ASP is expected to have its own Hardware, Software, connectivity and expertise in conducting e-Tendering events online.

1.4 Confidentiality

This RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the bidder to any other person. This RFP document is provided to the bidder on the basis of the undertaking of confidentiality given by the bidder to the SDMC. SDMC may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

Unauthorized disclosure of any such confidential information will amount to breach of contractual terms and in such cases SDMC may pre-maturely terminate the contract and initiate any legal action as deemed fit.

1.5 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent / Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information, will be borne entirely and exclusively by the Recipient / Respondent / Bidder.

1.6 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents/ Bidders and SDMC until execution of a contractual agreement to the full satisfaction of the SDMC.

1.7 Recipient Obligation to Inform Itself

The Recipient/ Respondent/ Bidder must apply its own care, conduct, investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.8 Evaluation of Offers

Each Recipient/ Respondent/ Bidder acknowledges and accepts that SDMC may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient/ Respondent/ Bidder. The Recipient/ Respondent/ Bidder unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.9 Errors and Omissions

Each Recipient/ Respondent/ Bidder should notify SDMC of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in the RFP.

ELIGIBILITY OF BIDDERS

2.1 Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document.

2.2 Eligibility Criteria

To be eligible for evaluation of its proposal, the applicants shall also have to fulfil the following conditions.

Government Departments/Government Bodies/Government autonomous bodies/Government Organizations/Reputed PSUs having experience in undertaking similar nature of work and fulfilling the following eligibility criteria only need apply for the said work:

- a) The bidder must have office in Delhi/NCR.
- b) The bidder must have ISO Certificate.
- c) The bidder should have the experience of E-Tender works in any of the Departments /Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector undertaking or Local Bodies/Municipalities during last three financial years.
- d) The Bidder should have conducted at least 50,000 e-Tendering events in each of the previous three financial years i.e. 2014-15, 2015-16 and 2016-17.
- e) Bidder should provide satisfactory performance certificates from at least two customers currently utilizing the e-Tender platform.
- f) At the time of bid submission, the bidder must have not been blacklisted / barred / disqualified by any Government Department / Regulator / Statutory Organization / Public Sector Companies / Banks in India.
- g) The Solution should be PKI enabled and should support industry standard encryption

algorithm conforming to IT Act 2000 and its subsequent amendments. Documentary proof of certification STQC should be provided for the offered implemented solution.

h) Bidder should have a valid STQC (Standardization Testing and Quality Certification) certificate for e-Tender system for the system provided to any of the government client. The solution should conform to IT Act 2000, CVC and GOI guidelines on E-procurement.

- Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary evidence in respect of each criterion must be attached with Eligibility Bid.
- SDMC intends that the vendor appointed under the RFP shall have single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project, notwithstanding the fact that the vendor may appoint /procure services of third party suppliers to perform all or part of the obligations contained under this RFP and that SDMC may for convenience enter into arrangements, including third party agreements, with such third party vendors, if required.
- SDMC reserves the right to disqualify Eligibility / Technical Bids not complying with any of the above requirements.
- All Bids must be accompanied by Bid Fee & Earnest Money Deposit as specified in the Bid document.
- The information provided by the bidders in response to this RFP document will become the property of SDMC and will not be returned. SDMC reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

SCOPE OF WORK

3.1 Scope of Work

- a) Hosting Notice Inviting Tender & Upload the tender document.
- b) Online registration of vendors and sale of Tender document.
- c) Training to SOUTH DMC and Vendors.
- d) Online tender management (vendor, hosting, submission, opening).
- e) Generation of comparison statement for technical and financial bids
- f) Short listing of bidders.
- g) Quality and reliability of the software.
- h) Providing support and interaction with South D.M.C divisional/ zonal offices: A complete support shall be provided to the South D.M.C officials related to the e-Tender services. Interactive sessions shall always be welcomed to attain the departmental feedbacks. Dedicated helpdesk based at Delhi/ NCR for e-tender must be available for related queries and support.
- i) Implementation support: The team of professional shall support the South D.M.C for successfully implementing the e-Tender services in South D.M.C Provide dedicated manpower at the South D.M.C headquarters with laptop and Data Card as & when required for e-Tender support.
- j) Provide data/ information/ reports/ documents required in connection with any legal matter arising out of the e-Tender.
- k) Co-ordination of assignment: A nodal person from ASP will be assigned to collect the enhancements and to look after the smooth functioning of the project
- l) Master data creation: Data creation of users, vendors, locations if any complete set ups as requested by South D.M.C.

m) Carryout Maintenance and Modification of e-Tender software, if any required during the service period such as bug's correction and changes limited to the scope of specifications laid in the specification at no cost: If any modification or maintenance are carried out by the ASP as requested by the South D.M.C during the implementation of project, then the same will not be charged extra from South D.M.C.

- The scope of project involves from hosting the Tender notification under the SDMC Website till the opening of cost bid with generation of comparison statement.
- ASP agrees to provide the maintenance service of the software subjected to the fitness of the hardware, system software and utilities resources.
- In case problems persisting all efforts would be made to bring up the system at the earliest ensuring that the normal functionality of the software is not adversely affected. However, this condition is subject to force majeure.

3.2 Single Point of Contact

The selected Bidder shall appoint a single point of contact with whom SDMC will deal for any activity pertaining to the requirements of this RFP.

3.3 E-Payment Gateway

Payment gateway integration will be provided by ASP for smooth working of Services, If South DMC wants different bank it can be integrated by ASP for submission of tender document cost and EMD (Earnest money deposit) by the Bidders.

3.4 Payment Terms

ASP will collect Annual Registration charges from prospective Bidders of the South D.M.C either through e-payment Gateway or in the form of Bank Demand Draft issued by any, Nationalized/ Scheduled Bank.

3.5 Effectiveness of contract

This Contract shall come into force and effect on the date (the "Effective Date" of the South D.M.C's notice to the ASP instructing the ASP to begin carrying out the Services

3.6. Expiration of Contract

Unless terminated earlier, this contract shall expire after 3 years (Three Years) from the Effective Date. The South D.M.C reserves the right to extend the contract beyond the aforesaid period.

3.7. Governing Laws and Jurisdiction

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the jurisdiction of the courts at Delhi.

INSTRUCTION TO BIDDERS

A. The Bidding Document

4.1 RFP

1. RFP shall mean Request for Proposal.
2. Bid, Tender and RFP are interchangeably used to mean the same.
3. The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical & functional specifications in the Bidding Document.

4.2 Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify SDMC in writing at SDMC's address on or before pre-bid meeting.

Replies to all the clarifications, modifications received through mail and email will be posted on SDMC's website. Any modification to the Bidding Documents which may become necessary as a result of such queries shall be made by SDMC by issuing an Addendum or Corrigendum, which will be hosted on SDMC's website.

4.3 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, SDMC may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents. Amendments will be provided in the form of Corrigendum to the Bidding Documents, which will be posted in SDMC's website. Corrigendum will be binding on Bidders. It will be assumed that the amendments contained in such corrigendum had been taken into account by the Bidder while preparing its Bid.

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, SDMC may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in SDMC's website.

From the date of issue, the Corrigendum to the tender shall be deemed to form an integral part of the RFP.

B. Preparation of Bid

4.4 Earnest Money Deposit (EMD) / Bid Security

The Bidder shall submit Earnest Money Deposit of Rs 1,00,000/- (One Lakh Only) in the form of a A/c Payee Demand Draft/Banker's Cheque/Bank Guarantee issued by a scheduled bank in India.

4.5 Return of EMD

1. EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.
2. The EMD of successful Bidder shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

4.6 Forfeiture of EMD

The EMD made by the Bidder will be forfeited if:

- a. The Bidder withdraws his Bid before opening of the bids.
- b. The Bidder withdraws his Bid after opening of the bids but before Notification of Award.
- c. The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
- d. The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.

- e. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- f. Failure to accept the order by the Selected Bidder within 5 days from the date of receipt of the Notification of Award makes the EMD liable for forfeiture at the discretion of SDMC. However SDMC reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

4.7 Period of Validity of Bids

Bids shall remain valid for a period of 180 days from the date of Technical Bid opening as mentioned in RFP document or as may be extended from time to time.

4.8 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, SDMC may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

4.9 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder and bind the Bidder to a contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure E) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

C. Submission of Bid

4.10 Single Stage 2-Envelope Bidding process

The Bid shall be prepared in 2 different envelopes, Envelope A & Envelope B. Each of the 2 Envelopes shall then be sealed and put into an outer envelope

4.11 Contents of the 2 Envelopes

Envelope A shall be super-scribed as "**TECHNICAL BID**". The following documents duly placed in a file shall be inserted inside Envelope A:

1. Cost of Bid document in the form of Demand Draft/Pay order drawn in favor of "Commissioner SDMC" for 2,000/- (non-refundable).
2. Bid Earnest Money in the form of Bank Guarantee - Annexure A
3. Bid Offer form (without price). - Annexure B
4. Declaration of Acceptance of Terms and Conditions - Annexure C
5. Declaration of Acceptance of the Scope of Work - Annexure D
6. Power of Attorney or Board Resolution for Signing of Bid - Annexure E
7. Letter of undertaking to execute a Contract - Annexure F
8. Pre-Qualification Bid Letter - Annexure G
9. Declaration Regarding Clean Track by Bidder - Annexure H
10. Details of Annual Turnover -Annexure I

11. Compliance to Technical & Functional Specifications of the Proposed Platform – Annexure – J
12. Bidders' Experience – Annexure K

The Technical Bid envelope shall not include any financial information. If the Technical Bid contains any financial information the entire Bid will be rejected.

Envelope "B" shall be super scribed as **"FINANCIAL BID"**:

The Financial bid shall be on a fixed price basis. The rate inclusive of all costs, taxes and levies excluding GST (as the case may be). No price variation other than GST will be permitted.

4.12 Bid Submission

Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned below:

**AO (IT), SDMC
Conference Hall, 24th Floor,
Dr S. P. M. Civic Centre,
Minto Road,
New Delhi – 110002**

The offers should be made strictly as per the formats given in the RFP.

No columns of the tender should be left blank. Offers with insufficient/inaccurate information and Offers which do not strictly comply with the stipulations given in this RFP are liable for rejection.

4.13 Bid Currency

All prices shall be expressed in Indian Rupees (INR) only.

4.14 Bid Language

The Bid shall be in English Language.

4.15 Rejection of Bid

The Bid is liable to be rejected if:

- a. The document doesn't bear the signature of authorized person.
- b. It is received through Telegram/Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by SDMC.
- e. No Bid shall be rejected during bid opening, except for late bids.
- f. Non submission of participation fee and/or EMD/bid Security Amount.

4.16 Extension of Deadline for submission of Bid

SDMC may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through SDMC website.

4.17 Late Bid



Bids received after the scheduled time will not be accepted by the SDMC under any circumstances. SDMC will not be responsible for any delay due to postal service or any other means.

4.18 Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of bids.

4.19 Right to Reject, Accept/Cancel the bid

SDMC reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

SDMC does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. SDMC also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

4.20 RFP Abandonment

SDMC may at its discretion abandon this RFP process any time before Notification of Award or Purchase Order.

BID OPENING

5.1 Opening of Bids

Bids will be opened in 2 stages:

- a. Stage 1 – In stage 1 only Envelope A will be opened.
- b. Stage 2 – In stage 2 only Envelope B will be opened.

5.2 Stage 1 - Opening of Envelope A

Only those Bids that are eligible and technically qualified will be eligible for opening of financial bids

5.3 Stage 2 - Opening of Envelope B

Those Bidders who are technically qualified will be intimated by email, the date, time and address for opening of Financial Bids.

BID EVALUATION

6.1 Preliminary Examination of Bids

The evaluation process would consider whether the bidder has requisite prior experience and expertise to address SDMC's requirements and objectives. SDMC will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the Bid document, whether the documents have been properly signed, and whether bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the next level of evaluation. Only those Bids which comply to the Eligibility Criteria will be taken up for further technical evaluation.

SDMC may waive any minor informality, non-conformity or irregularity in the Bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

To assist in the examination, evaluation and comparison of bids SDMC may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

Written replies submitted in response to the clarifications sought by SDMC, if any, will be reviewed. SDMC may interact with the Customer references submitted by Bidder, if required.

If a Bid is not substantially responsive, it will be rejected by SDMC and may not subsequently be made responsive by the Bidder by correction of the nonconformity. SDMC's determination of bid responsiveness will be based on the content of the bid itself.

6.2 Evaluation of Financial Bids

Arithmetic errors in the Bids submitted shall be treated as follows:

1. Financial bids of only the technically qualified short-listed bidders will be opened and evaluated.
2. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the SDMC, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Financial Bid, the amount obtained on totaling the line items in the Financial Bid will govern.
5. L1 will be calculated on the basis of approximate no. of Bidders of each type mentioned in financial bid. Rates of the financial bid will be multiplied with the approximate users/requirements to find out final annual price.

6.3 Successful Evaluated Bidder

After completing internal approval process, Bidder whose Bid Price is the lowest will be declared as successful evaluated Bidder, who will be called L1 Bidder.

6.4 Terms and Conditions

- A. Bids submitted through e-mail or fax or some other means will not be considered.
- B. Both the technical and financial bids should be signed, with seal, by the bidder and submitted in separate covers appropriately super scribed.
- C. The Bidder must enclosed INDEX, with correct page numbering on each document of Bid.
- D. The rate/price must be clearly written, or typed, in the bid format on the same sheet or on the bidder's sheet in the format provided in without any alterations or overwriting in the rate/price. In case of any unavoidable alterations/overwriting the full signature of the bidder should be put next to such alterations/overwriting clearly indicating the changed rate/price.
- E. Each of the pages of this Tender Document may be duly signed by the Bidder/Tenderer and the firm/company's rubber stamp be put below the signature.

- F. The successful bidder/tenderer shall invariably execute an agreement with the SDMC as usual in case of contractors awarded contracts requiring such agreements, as per instructions of the concerned officer.
- G. the successful bidder firm/company will ensure to keep mobile phone(s) on at all points of time on 24 X 7 basis (including Sundays and holidays) and attend calls of the concerned officers of the SDMC on 24 X 7 basis

6.5 Brief particulars of the Services which shall be provided by ASP along with the Prices are as given in the table below:

Pricing:

(a) Basic Pricing:

S.No.	Particulars	Charges
1	Enabling and implementation of Electronic Tender System at South D.M.C for 3 Years (Three Years)	Free of cost
2	One time setup of website to host the tenders for 3 Years (Three years)	Free of cost
3	Training and hand holding for South D.M.C at office location of South D.M.C.	Free of Cost
4	One set of Help Manuals, CDs and view lets (visual demo of e-Tendering process)	Free of Cost

(i) Initial Pricing

SI.	Particulars	Charges
1.	Hardware /Software Enablement: Hardware means the disk on which software is recorded. Software means e-Tendering–Application software that do real work for users. Setting up dedicated website for e-Tendering in SOUTH D.M.C. The servers, system software, application software, internet Connectivity, connected hardware, security of the software will be provided by ASP. SOUTH D.M.C will facilitate with business center at its Corporate Office with uninterrupted power supply back up for the concerned tendering authority. ASP will provide the help to use the system effectively.	Free of cost
2.	Hunan Resource Enablement The enablement /product training /hand holding of Users, Officials of SOUTH D.M.C, Interested Contractor Bidders at various places, across the country, in the premises of SOUTH D.M.C.	Free of cost
3.	Awareness program for working Contractor prospective bidders	Free of cost
4.	e- Procurement i.e electronic procurement defines the automation of an organization's procurement process using web-based application. Customize the e-Procurement Application and templates as per requirements of SOUTH D.M.C including publishing of LOA	Free of cost
5.	Prepare different formats/sheets/templates for each tender as per formats given in the approved e-Procurement Documents of SOUTH D.M.C which need to be filed up and submitted	Free of cost

	online by the registered bidder	
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ii) Vendor Registration Module: Payable by bidders of SOUTH D.M.C

S. No.	Particulars	Approximate Users/requirement last Year	Charges
1.	Registration charges on South D.M.C e- tendering website for Class-1 Contractors, Class-I composite category, class I (A), class I (AA), and class I (AAA), payable by each contractor annum.	60	As per approved amount based on financial bid
2.	Registration charges on South D.M.C e- tendering portal for Class-2 and class-2 composite category Contractors, payable by each contractor per annum.	110	As per approved amount based on financial bid
3.	Registration charges on South D.M.C e- tendering portal for Class-3 and class 3 composite category Contractors, payable by each contractor per annum.	320	As per approved amount based on financial bid
4.	Registration charges on South D.M.C e- tendering portal for Class-4 and class 4 composite category Contractors, payable by each contractor per annum.	1100	As per approved amount based on financial bid
5.	Registration charges on South D.M.C e- tendering portal for Class-5 Contractors payable by each contractor per annum.	1900	As per approved amount based on financial bid
6.	Registration charges on South D.M.C e- tendering portal for Class-5 Contractors with SC/ST concession payable by each contractor per annum.	---	As per approved amount based on financial bid
7.	Registration charges on South D.M.C e-tendering portal for Non South D.M.C. contractor per annum.	---	As per approved amount based on financial bid

**Optional Charges:
Digital Signature/ Encryption Certificates:**

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1	Digital Signature Certification (Class 3) per user per year.	Rs. 2,500/-
2	Digital Signature Certification (Class 3) per User per for two years.	Rs. 3,300/-
3	Encryption Certificate (Class 3) per user per year.	Rs. 2500/-
4	Encryption Certificate (Class 3) per user per for two years.	Rs. 3300/-
5	e-Token to store Digital Signature certificates	Rs. 1000/- towards hardware token (ikey) to store certificate
6	Renewal of Digital Signature Certificate (Class 3)	Rs. 2500/- per user for one year. Rs. 3300/- per user for two years.
7	E-Payment Gateways:	E-Payment gateway integration will be provided by ASP for smooth working of Services, If South DMC wants different bank it can be integrated by ASP.

Note:-

1. The above prices are inclusive of all taxes duties, levies, etc. except GST.
2. GST will be applicable in accordance with latest guideline of Government of India.
3. Third party charges such as digital signature certificate/e-Payment gateway related charges are not part of this proposal. If SOUTH D.M.C will select any other bank gateway, ASP will integrate the same with Web Application.
4. Class 3 DSC (Digital Signature Certificate) will be issued against payment by the South D.M.C. and Bidders, as the case may be.
5. South D.M.C will finalize Bank for e-Payment gateway for the charges to be paid by the prospective bidders towards tender document fee; SD (Security Deposit)/EMD (Earnest Money Deposit). However ASP will integrate the e-Payment Gateway with the e-tender Portal.

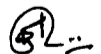
6.6 Performance Bank Guarantee

The successful Bidder shall submit Performance Bank Guarantee equivalent to Rupees 05 lakh only and valid for a period of 03 years, within 1 month of issuance of Order.

The Performance Bank Guarantee will be held as security towards recovery of any Penalty charges that may arise in the event of cancellation of any Event due to technical fault or failure on the part of the ASP.

6.7 Term of Contract

Contract shall be for a period of 03 (Three Years) years from date of the acceptance of purchase order. SDMC reserves the sole right to extend the term for 1 year with the mutual consent of SDMC and the vendor.



6.8 Signing of Contract

Within 10 days of acceptance of the Notification of Award or Purchase Order the successful Bidder shall execute the Contract with SDMC. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

6.9 Delivery Schedule

SI. No.	Activity	Delivery Period
1.	Enabling the e-Tender website for South D.M.C	15 days from the date of Work Order
2.	Master Data Enablement	One week time
3.	Human Resource Enablement covering product training /hand holding of users in their office premises at South D.M.C, Delhi.	Within 30 days from the date of signing of agreement.

6.10 Price

Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

6.11 Penalty

1. ASP shall ensure 99.5% uptime of the e-Tender system.

01 hour < fault time <04 Hours	= 5,000/-
04 Hours < fault time <12 Hours	= 10,000/-
12 Hours < fault time <01 Day	= 20,000/-
More than 01 Day	= 25,000/- per day

The penalty so calculated will either be adjusted with future payments or will be separately realized from the Bidder. Alternatively the Performance Bank Guarantee as mentioned in RFP will be invoked.

Scheduled maintenance:

For maintenance of e-Tendering System the bidder may decide the time/duration/day in consultation with SDMC

6.12 Confidentiality

The Bidder and subcontractors, if any, shall (whether or not he submits the tender) treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA.

6.13 Indemnity

1. The Bidder hereby undertakes to indemnify the South D.M.C against all claims which may arise under the under noted Acts:
 - a) The Minimum Wages Act, 1948.
 - b) The Workman's Compensation Act, 1923.
 - c) The Payment of Wages Act, 1936.

- d) The Payment of Bonus Act, 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- f) Employees' Pension Scheme, 1995.
- g) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- i) CGST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Bidder shall not make the South D.M.C liable to reimburse the Bidder for the statutory increase in the wage rates of the Labor appointed by the Bidder. Such, statutory increase in the wage rates of Labor shall be borne by the Bidder.

2. The Bidder indemnifies the South D.M.C against all actions, suits, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement for any letters, patent designs, trade mark or name, copy right or other protected rights in respect of any machine, plant, work, material, things or system or method of using, fixing, working or arrangement used or fixed or supplied by the Bidder. All royalties and other similar payment, which may have to be paid for the use of such method as aforesaid (whether payable in one sum or by instalments or otherwise) shall be deemed to have been included in the Contract price.
3. In the event of any claim or demand being made or action or suit brought against the South D.M.C in respect of any such matter(s) as aforesaid, the Bidder may be duly notified thereof, and he may conduct all negotiations for the settlement of such claims or demand and such action of suit may also be conducted by him.

Limitation of Bidder's Liabilities towards the South D.M.C

1. Except in case of gross negligence or willful misconduct on the part of the Bidder or its Agents/ Sub-contractor(s)/ Team Representatives Personnel etc. or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out its/their obligations under this Contract, the Bidder, with respect to damage caused by the bidder or its Agents/ Sub-contractor(s)/ Team/ Representatives Personnel etc. to the property and/or assets of the South D.M.C or of any of the property owner (s)/ occupier(s) of the land/ property/ properties falling under the jurisdiction of South DMC, shall not be liable to the South D.M.C.
 - a) for any indirect or consequential loss or damage; and
 - b) for any direct loss or damage that exceeds (A) Contract value, or (B) the proceeds the bidder may be entitled to receive from any insurance maintained by the bidder to cover such a liability, whichever of (A) or (B) is higher.
2. This limitation of liability shall not affect the bidder's liability, if any, for damage to Third Parties caused by the bidder or its Agents Sub-contractor(s) Team/ Representatives Personnel etc. or any person or Firm/ Company acting on behalf of bidder in executing the work or in carrying out the services / obligations under the contract.
3. The bidder's liabilities shall not be limited if the loss damage is caused by;
 - a) Negligence/ gross negligence.
 - b) Misconduct/ intentional misconduct
 - c) Breach of essential terms of the Contract or
 - d) Fraud attributable to the bidder and/ or its Agents/ Sub-contractor(s)/ Team Representatives/ Personnel etc.

Bidder shall be responsible for all liabilities arising out of or in connection with:

- a) Damage of data, computer database or any other software residing in their computer, computer system or computer network is caused;
- b) The denial of access to any person authorized by SOUTH DMC to access service provider computer, computer system or computer network by any means;
- c) Provides any assistance to any person to facilitate access to a computer, computer system or computer network in contravention of the provisions of IT Act 2000, rules or regulations made there under and subsequent amendments;
- d) Tampering with computer source documents.
- e) Hacking with Computer System.
- f) Breach of confidentiality and privacy

6.14 Liquidated Damages

If the deliverables are not submitted as per Delivery Schedule or extensions in writing as may be given by SDMC, the Bidder shall be liable to pay Rs.2,000/- per day with a cap of Rs. 42,000/-.

If the deliverables are not acceptable to SDMC, the Bidder shall rectify the defects to the satisfaction of SDMC. If the defects as stated in the Notice by SDMC are not rectified by the Bidder within 05 days of the receipt of the Notice, or such extensions in writing as may be given by SDMC, the Bidder shall be liable for liquidated damages for an amount equal to ₹1000/- per day with a cap of ₹10,000/-.

If the ASP is not able to rectify the defects within the timelines as above, SDMC Reserves the right to cancel the order, without forfeiting the other remedies available.

6.15 Force Majeure

1. Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
2. Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or such Party's Personnel, Sub-Contractor (s) or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
4. No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
5. Measures to be Taken: A Party affected by an, event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.