



RFP No. MPBSCDCL/TENDER NO-110

October 2019

**REQUEST FOR PROPOSAL
FOR
“SELECTION OF SYSTEM INTEGRATOR FOR DESIGN,
DEVELOPMENT, IMPLEMENTATION AND OPERATION &
MAINTENANCE OF INTEGRATED SOLID WASTE
MANAGEMENT SYSTEM”**

Bhopal Smart City Development Corporation Limited

Bhopal Smart City Development Corporation Limited
NOTICE INVITING e-TENDER (NIT)

BSCDCL invites online percentage rate /item rate tender as per schedule as under:

Tendering Document No.	:	MPBSCDCL/TENDER NO-110
Name of the Work	:	“SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND OPERATION & MAINTENANCE OF INTEGRATED SOLID WASTE MANAGEMENT SYSTEM
Estimated Cost	:	Rs. 3.00 Cr.
Period of Completion	:	3 Months for CAPEX part and 36 Months for OPEX part
Earnest Money Deposit	:	Rs.3,00,000/- (Three Lakhs rupees only)
Non-refundable cost of e- Tender Document	:	Rs. 20,000/- (Twenty Thousand rupees only)
Purchase of Tender Start Date	:	04/10/2019 17:30 Hrs
Purchase of Tender End Date	:	28/10/2019 17:00 Hrs
Last date & time of submission of Online Tender(Bid Submission)	:	28/10/2019 17:30 Hrs
Period during which hard copy of the documents as per NIT shall be submitted.(With all technical credentials)	:	29/10/2019 12:00 Hrs
Date & Time of Opening of technical Tender	:	29/10/2019 15:00 Hrs
Date & Time of Opening of Financial Tender	:	Will be intimated later to successful Bidder
Validity of offer	:	180 days from the date of Submission of price bid
Pre-Tender Meeting & Venue	:	16/10/2019 at 15.00 Hrs. At BSCDCL, Bhopal Office

The tender document can be downloaded from www.mptenders.gov.in “**Corrigendum, if any, would appear only on the www.mptenders.gov.in web site and not to be published in any News Paper**”.

The tenderer if required may submit queries in writing on E-mail Id. tenderqueries@smartbhopal.city before 16/10/2019 **up to 11:00 Hrs**

TABLE OF CONTENTS

NOTICE INVITING TENDER	2
DISCLAIMER	9
DEFINITION OF TERMS.....	10
ACRONYMNS.....	12
INSTRUCTION TO BIDDERS	13
1.1. GENERAL INFORMATION AND GUIDELINES	13
1.1.1. RFP Format	13
1.1.2. Purpose	13
1.1.3. The Bidder.....	13
1.1.4. Sub-Contracting	14
1.1.5. Completeness of Bid.....	15
1.1.6. Proposal Preparation Costs	15
1.1.7. Pre-bid Meeting and Queries	15
1.1.8. Amendment of RFP Document	16
1.1.9. Supplementary Information to the RFP	16
1.1.10. BSCDCL’s Right to Terminate the Process	16
1.1.11. Site Visit and Verification of Information	16
1.2. KEY REQUIREMENTS OF THE BID	16
1.2.1. RFP Document/Tender Fee	16
1.2.2. Earnest Money Deposit (EMD).....	17
1.3. BID SUBMISSION INSTRUCTIONS.....	17
1.3.1. Bid Submission Format.....	17
1.3.2. Bid Submission Instructions	17
1.3.3. Late Bid and Bid Validity Period	19
1.3.4. Modification and Withdrawal of Bids	19
1.3.5. Non-conforming Bids.....	19
1.3.6. Language of Bids.....	19
1.3.7. Authentication of Bid	19
1.3.8. Acknowledgement of Understanding of Terms	19
1.4. EVALUATION PROCESS.....	19
1.4.1. Bid Opening	20

1.4.2.	Evaluation of Pre-Qualification Proposals	20
1.4.3.	Evaluation of Technical Proposal	21
1.4.4.	Financial Proposal Evaluation.....	21
1.4.5.	Pre-Qualification Criteria.....	21
1.4.6.	Technical Evaluation Criteria	24
1.4.7.	Team Matrix	27
1.5.	AWARD OF CONTRACT.....	28
1.5.1.	Award Criteria.....	28
1.5.2.	Letter of Acceptance	28
1.5.3.	Signing of Contract	28
1.5.4.	Failure to Agree with the Terms & Conditions of the RFP / Contract	28
1.5.5.	BSCDCL's Right to accept any Bid and to Reject any or All Bids	28
1.5.6.	Performance Bank Guarantee.....	28
1.6.	RIGHT TO VARY QUANTITY	29
1.7.	COMPREHENSIVE WARRANTY & MAINTENANCE	29
	SCOPE OF WORK.....	32
2.1.	INTRODUCTION	32
2.1.1.	About BSCDCL.....	32
2.2.	PROJECT BACKGROUND.....	32
2.3.	PROJECT DURATION.....	33
2.4.	BROAD SCOPE OF WORK	33
2.5.	PROJECT PHASING.....	33
2.5.1.	Module 1: Solid Waste Management System.....	34
2.5.1.1.	Route – Field Survey & Digitization	34
2.5.1.2.	ULB Profiling.....	34
2.5.1.3.	Route Management	35
2.5.1.4.	Vehicle Tracking & Monitoring System	
2.5.1.5.	Asset Management & Monitoring.....	35
2.5.1.6.	Alert Generation	
2.5.1.7.	MIS Report Generation System	35
2.5.2.	Module 2: Mobile Application for Officials and Citizen.....	36
2.5.2.1.	For Citizens:.....	36
2.5.2.2.	For Officials:	36
2.5.3.	Module 3: Register Management System for Data Entry.....	36

2.5.4.	Module 4: Mobile Application for Survey	37
(a)	SLP Survey / Verification by Citizen Survey	37
(b)	Thematic Survey	37
(c)	Cleaning Scheduler	37
2.5.5.	Module 5: Contract Management System	37
2.5.6.	Module 6: Compliance Management System	37
2.6.	Integration Requirement	38
2.7.	IMPLEMENTATION HUMAN RESOURCE REQUIREMENT	38
2.8.	OPERATION AND MAINTENANCE FOR 1 YEAR	39
2.9.	INDICATIVE APPLICATION STRUCTURE	40
2.10.	PROJECT IMPLEMENTATION SCHEDULE, DELIVERABLES AND PAYMENT TERMS.....	40
2.10.1.	Project Implementation and Payment Schedule	40
2.10.2.	Project O&M Phase	41
2.10.3.	Other Terms & Conditions	42
2.11.	DOCUMENTATIONS	42
2.12.	PRODUCT UPGRADES	42
2.13.	ASSUMPTIONS	43
2.13.1.	Helpdesk support and manpower	43
2.13.2.	Security Audit	44
	GENERAL CONDITIONS OF CONTRACT (GCC).....	45
3.1.	INTERPRETATION	45
3.2.	CONDITIONS PRECEDENT	45
3.3.	KEY PERFORMANCE MEASUREMENTS	46
3.4.	COMMENCEMENT AND PROGRESS	46
3.5.	STANDARDS OF PERFORMANCE	47
3.6.	APPROVALS AND REQUIRED CONSENTS	47
3.7.	CONSTITUTION OF CONSORTIUM	47
3.8.	SI'S OBLIGATIONS.....	48
3.8.1.	Access to Sites	50
3.8.2.	Start of Installation	50
3.8.3.	Reporting Progress	51
3.8.4.	Knowledge of Solid Waste Management Operations etc.	52
3.8.5.	Project Plan.....	52
3.8.6.	Adherence to safety procedures, rules regulations and restriction.....	53

3.9.	BSCDCL'S OBLIGATIONS	53
3.10.	PAYMENTS	54
3.11.	TAXES	55
3.12.	INDEMNITY	56
3.13.	TERM AND EXTENSION OF THE CONTRACT	56
3.14.	DISPUTE RESOLUTION	56
3.15.	TIME IS OF THE ESSENCE	58
3.16.	CONFLICT OF INTEREST	58
3.17.	PUBLICITY.....	58
3.18.	FORCE MAJEURE.....	58
3.19.	DELIVERY	59
3.20.	INSURANCE	59
3.21.	TRANSFER OF OWNERSHIP	59
3.22.	EXIT MANAGEMENT PLAN	60
	SPECIAL CONDITIONS OF CONTRACT (SCC)	61
4.1.	PERFORMANCE SECURITY	61
4.2.	LIMITATION OF LIABILITY:.....	61
4.3.	OWNERSHIP AND RETENTION OF DOCUMENTS	62
4.4.	INFORMATION SECURITY	62
4.5.	RECORDS OF CONTRACT DOCUMENTS	63
4.6.	SECURITY AND SAFETY	63
4.7.	CONFIDENTIALITY.....	63
4.8.	EVENTS OF DEFAULT BY SI	64
4.9.	TERMINATION	65
4.10.	CONSEQUENCE OF TERMINATION	66
4.11.	CHANGE CONTROL NOTE (CCN)	66
4.12.	QUOTATION.....	66
	SERVICE LEVELS.....	68
5.1.	PURPOSE	68
5.2.	SERVICE LEVEL AGREEMENTS & TARGETS.....	68
5.3.	GENERAL PRINCIPLES OF SERVICE LEVEL AGREEMENTS.....	68
5.3.1.	Liquidated Damages	68
5.3.2.	Service Level Agreement	68
5.3.3.	Pre-Implementation SLAs.....	69

5.3.4.	Post-Implementation SLAs	70
5.3.5.	SLA for issue resolution	71
5.3.6.	Miscellaneous SLAs.....	72
5.3.7.	BSCDCL Site Availability	73
5.3.7.1.	Production Environment Compliance	73
5.3.7.2.	BSCDCL Site Application Performance.....	73
5.4.	CONDITIONS FOR NO PENALTIES.....	83
5.5.	DEEMED ACCEPTANCE AND TRANSFER OF RISK AND TITLE	84
5.6.	REPORTING PROCEDURE	84
5.7.	SERVICE LEVEL CHANGE CONTROL	84
	ANNEXURE	85
6.1.	ANNEXURE 1 - GUIDELINES FOR PRE-QUALIFICATION PROPOSAL	85
6.1.1.	Annexure 1.1 - Check-list for the Pre-Qualification Proposal.....	85
6.1.2.	Annexure 1.2 - Pre-Qualification Cover Letter.....	86
6.1.3.	Annexure 1.3 – Format to share Bidder’s and Bidding Firms Particulars.....	87
6.1.4.	Annexure 1.4 – Format to Project Citation	88
6.1.5.	Annexure 1.5 - Consortium Agreement	88
6.2.	ANNEXURE 2 – GUIDELINES FOR TECHNICAL PROPOSAL	90
6.2.1.	Annexure 2.1 - Check-list for documents to be included in Technical Proposal.....	90
6.2.2.	Annexure 2.2. - Technical Bid Cover Letter.....	91
6.2.3.	Annexure 2.3 - Project Implementation Approach.....	93
6.2.4.	Annexure 2.4. - Format for OEM Authorization	93
6.2.5.	Annexure 2.5 – Format for Project Citation.....	94
6.2.6.	Annexure 2.6 –Format for CV of Key Personnel	95
6.3.	ANNEXURE 3 – GUIDELINES FOR FINANCIAL PROPOSAL	96
6.3.1.	Annexure 3.1 – Financial Proposal Cover Letter (To be submitted on Letterhead of Bidder).....	96
6.3.2.	Annexure 3.2 - Financial Proposal Format & Instructions	98
6.3.2.1.	Total Price Summary	98
6.3.2.2.	Price component for CAPEX:.....	98
6.3.2.3.	Price Component for OPEX (including all incidental and logistics costs).....	99
6.4.	ANNEXURE 4 - FORMAT FOR DECLARATION BY BIDDER FOR NOT BEING BLACKLISTED/DEBARRED.....	99
6.5.	ANNEXURE 5 - FORMAT OF SENDING PRE-BID QUERIES	100
6.6.	ANNEXURE 6 - POWER OF ATTORNEY	101
6.7.	ANNEXURE 7 – FORMAT FOR ANNUAL TURNOVER	103

6.8.	ANNEXURE 8 – FORMAT FOR PERFORMANCE BANK GUARANTEE.....	103
6.9.	ANNEXURE 9 – DATA TO BE COLLECTED BY SI FOR WHICH ALL NECESSARY SUPPORT WILL BE PROVIDED BY BSCDCL IN Stipulated timelines.....	107
6.10.	ANNEXURE 10 – REPORT TEMPLATES.....	107
6.10.1.	Annexure 10.1 – Lane monitoring.....	108
6.10.2.	Annexure 10.2 – Unauthorized Movements.....	108
6.10.3.	Annexure 10.4 – Delay in completion of route*.....	108
6.10.4.	Annexure 10.5 – Rash Driving.....	109
6.10.5.	Annexure 10.8 – Driver Efficiency.....	109
6.10.6.	Annexure 10.9 - Vehicle bReAking Geo-fencing.....	110
6.10.7.	Annexure 10.10 – Details of Driver and Helper.....	110
6.11.	ANNEXURE 13 – CHANGE CONTROL NOTE.....	111
6.12.	ANNEXURE 14 – FORM OF AGREEMENT.....	113

DISCLAIMER

This Request For Proposal is being issued by Bhopal Municipal Corporation (BSCDCL), hereinafter referred to as “the Authority” for inviting tenders for **“Selection of System Integrator For Design, Development, Implementation And Operation & Maintenance of Integrated Solid Waste Management System”** on such terms and conditions as set forth in this RFP or that may subsequently be provided to bidder(s) in documentary form by or on behalf of the Employer. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BSCDCL (the “BSCDCL”) or any of its employees or advisors, is provided to Bidder(s) on terms & conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an Agreement and is neither an offer nor invitation by BSCDCL to prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BSCDCL in relation to Project. Such assumptions, assessments and statements do not purport to contain all information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for BSCDCL, its employees or advisors to consider investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to Bidder(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. BSCDCL accepts no responsibility for accuracy or otherwise for any interpretation or opinion on law expressed herein. BSCDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder 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 or otherwise, including accuracy, adequacy, correctness, completeness or reliability of RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. BSCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in RFP. BSCDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that BSCDCL is bound to select a Bidder or to appoint Successful Bidder or Contractor, as the case may be, for Project and BSCDCL reserves right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to preparation and submission of its Bid including but not limited to preparation, copying, fees, expenses associated with any demonstrations or presentations which may be required by BSCDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with Bidder and BSCDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of Bid, regardless of conduct or outcome of Bidding Process.

DEFINITION OF TERMS

- **Agreement/Contract** means; the Contract entered into by the parties with the entire documentation specified in the RFP.
- **Applicable Law(s)** means; any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
- **BSCDCL** means the Urban Local Body “the Authority”. The project shall be executed in City and shall be owned by the BSCDCL.
- **Contract Value** means; the price payable to the successful bidder under this Contract for the full and proper performance of its contractual obligations
- **Document** means; any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- **Service level agreement (SLA)** is the service level and performance commitment of a System Integrator to BSCDCL that defines the performance output and availability of the deliveries and installations under this RFP Requirements.
- **Consortium** means; the entity named in the contract for any part of the work has been sublet with the consent in writing of the BSCDCL and the heirs, legal representatives, successors and assignees of such person.
- **OEM** means the Original Equipment Manufacturer of any equipment/system/software/product which are providing such goods to BSCDCL under the scope of RFP.
- **Services** means the work to be performed by the successful bidder pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the BSCDCL.
- **Transfer Station** means the designated places (a total of 7 which are strategically placed in the BSCDCL) where collected waste (segregated/non-segregated) from household/bulk generators is unloaded.
- **Landfill / Processing Unit** means the designated area located in the outskirts of the city where Smart Waste is ultimately taken and dumped, after segregation of plastic and other non-biodegradable matter at transfer stations.
- **Vehicle Tracking System (VTS)** refers to the existing application that is being used by the BSCDCL to monitor movement of SWM vehicles.
- **Acceptance of System/Solution** means; the system/solution shall be deemed to have been accepted by the BSCDCL, subsequent to its installation, rollout and deployment of trained manpower, when all the activities as defined in Scope of Work have been successfully executed and completed to the satisfaction of BSCDCL. Refer to [Section 2](#) of the RFP.
- **Commercial Off-The-Shelf (COTS)** means; software products that are ready-made and available for sale, lease, or license to the general public.

- Confidential Information means; the information disclosed or submitted to the SI by BSCDCL in written, representational, electronic, verbal or other forms and includes all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, human resource information and any other information disclosed or submitted whether prior to or after the date of this Agreement/Contract, including without limitation, the information on the contents and existence of this Agreement and analysis, compilations, studies and other documents prepared by either Party which contain or otherwise reflect or are generated
- Date of Commissioning of the Project/ Go-Live means; The date of completion and clearance of successful FAT by BSCDCL evidenced by way of written communication, of the entire system; such event shall be marked as the “date of commissioning/Go-Live”.
- Project means; Implementation of Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System for City
- System Integrator (SI) means; the SI chosen out of the bidding process to execute the Implementation of Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System for City
- Final Acceptance Test (FAT) means a test conducted by BSCDCL or its representatives as may be decided by BSCDCL to determine if the requirements and performance of the equipment and systems delivered by SI as laid in RFP, and the documents referred in General Terms and Conditions meet the specified output, functionality and performance in standalone and integrated mode.
- Effective Date means; the date on which this Contract is signed and executed by the parties hereto.
- Intellectual Property Rights means; a means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- Sub contractor means; any entity that is directly or indirectly subcontracted by System Integrator to deliver any services or supply any products, including supply of products as a third party producer to BSCDCL as required under the terms and conditions of this Agreement/Contract;
- SCC or (PCC) means; Special Conditions of Contract or (Particular Conditions of Contract).

ACRONYMNS

Terms	Meaning
API	Application program interface
BEC	Bid Evaluation Committee
CCTV	Closed Circuit Television Camera
CFO	Chief Finance Officer
COTS	Commercial Off-The-Shelf
CS	Company Secretary
CSP	Cloud Service Provider
DC	Data Center
EMD	Earnest Money Deposit
FCC	Federal Communications Commission
GCC	General Contract Conditions
GIS	Geographical Information System
GoI	Government of India
GoMP	Government of M.P.
GPS	Global Positioning System
GSM	Global System for Mobile communication
GST	Goods & Services Tax as applicable in India
HHU	Hand-Held Unit
HTTP	Hypertext Transfer Protocol
ICT	Information and Communication Technology
IGMP	Internet Group Management Protocol
BSCDCL	Urban Local Body
ISO	International Organization for Standardization
ISWM	Integrated Solid Waste Management
ITMS	Intelligent Transport Management System
LED	Light Emitting Diode
LOA	Letter of Acceptance
MIS	Management Information System
MoUD	Ministry of Urban Development, Government of India
NFS	Network File System
NIT	Notice Inviting Tender
O&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
OGC	Open Geospatial Consortium

INSTRUCTION TO BIDDERS

1.1. GENERAL INFORMATION AND GUIDELINES

1.1.1. RFP FORMAT

RFP Consists of broad 2 sections as under:

- Instructions to Bidders & Scope of Work

It contains:

- Instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms.
- Information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirements.
- Master Service Agreement

It contains:

- The contractual, legal terms & conditions applicable for the proposed engagement.

1.1.2. PURPOSE

BSCDCL seeks the services of a System Integrator, for “Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System for BSCDCL. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in [Section 2](#) of this RFP document.

1.1.3. THE BIDDER

- The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of BSCDCL.
- No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.
- In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
- Number of members in a consortium shall not exceed two (2) including Lead Member
- The Members of the Consortium shall nominate one member as the Lead Member

- The Members of Consortium shall be responsible for successful implementation of the project throughout the terms of the contract
- The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.
- The Members of the Consortium shall submit a declaration as set out in Annexure 1.5
- Inter alia consisting of the following:
 - Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise
 - Commit to the profit and loss sharing ratio of each member
 - Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
 - Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
 - The lead bidder shall be jointly & severally responsible for complete scope, whereas partner/s shall be severally responsible only for its/their respective scope Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of BSCDCL. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the out going member, and to the satisfaction of. In the event BSCDCL does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.
 - All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory BSCDCL or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium

1.1.4. SUB-CONTRACTING

The SI may use the services of a sub-contractor to leverage their specialized experience in respect of following tasks/areas:

- Establishment of network infrastructure
- Civil Work required for the project
- However, SI shall remain solely responsible for and liable for successful delivery of Deliverables and accomplishment of the Project

1.1.5. COMPLETENESS OF BID

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid. The BSCDCL's decision would be final and no further communication will be entertained in this regard.

1.1.6. PROPOSAL PREPARATION COSTS

- The bidder shall submit the bid at its own cost and expenses. BSCDCL shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over BSCDCL.
- All materials submitted by the bidder shall be the absolute property of BSCDCL and no copyright etc. shall be entertained by BSCDCL; however, all information provided as a part of our proposal shall be confidential, and shall not be shared to any third party without the prior consent of the Bidder.

1.1.7. PRE-BID MEETING AND QUERIES

- BSCDCL will host a Pre-Bid meeting as per the date mentioned in the on line NIT details sheet on website www.mptenders.gov.in. The representatives, limited to 2, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.
- The Bidder should send in their queries at least 1 day before the date of Pre-Bid meeting mentioned on website "www.mptenders.gov.in" in NIT details of bid:

S.no	RFP Clause/Page No.	Existing Provision	Clarification required	Suggested change

- All Bidder shall e-mail their queries to email in the form and manner as prescribed in [Annexure 5](#). The response to the queries will be published on line on website www.mptenders.gov.in. No telephonic queries will be entertained thereafter. This

response of BSCDCL shall become integral part of RFP document.

- BSCDCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, BSCDCL 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 BSCDCL to respond to any question or to provide any clarification.
- BSCDCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by BSCDCL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by BSCDCL or its employees or representatives shall not in any way or manner be binding on BSCDCL.

1.1.8. AMENDMENT OF RFP DOCUMENT

- All the amendments made in the document would be published on the e-Tendering Portal on website “www.mptenders.gov.in” and shall be part of RFP.
- The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. BSCDCL also reserves the right to amend the dates mentioned in this RFP.

1.1.9. SUPPLEMENTARY INFORMATION TO THE RFP

If BSCDCL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

1.1.10. BSCDCL’S RIGHT TO TERMINATE THE PROCESS

BSCDCL may terminate the RFP process at any time and without assigning any reason. BSCDCL reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal on website “www.mptenders.gov.in”.

1.1.11. SITE VISIT AND VERIFICATION OF INFORMATION

The Bidders are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder’s own expense.

1.2. KEY REQUIREMENTS OF THE BID

1.2.1. RFP DOCUMENT/TENDER FEE

RFP can be downloaded from e-Tendering portal on website “www.mptenders.gov.in”. RFP Document Fee as mentioned in NIT details shall be paid through online e-Tendering Payment Gateway only. The RFP document fee shall be non-refundable.

1.2.2. EARNEST MONEY DEPOSIT (EMD)

- In terms of this RFP, a Bidder is required to submit EMD amount as mentioned in the E-Portal in the NIT details schedule.
- Unsuccessful Bidders' EMD will be returned after award of the contract and signing of the contract agreement. The EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee (for an amount equal to 5% of Total Contract Value) in the format provided in Annexure 8 of the RFP. The EMD should be valid for a period of 180 days from the date of submission of bid document.
- No interest will be paid by BSCDCL on the EMD amount.
- The Bid submitted without EMD will be summarily rejected.
- The EMD may be forfeited:
- If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
- b. In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions of this RFP, despite deviations being adequately considered by the BSCDCL.
- c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- d. If, during the bid process, any information is found false/fraudulent/mala fide, and then BSCDCL shall reject the bid and, if necessary, initiate action.
- The decision of BSCDCL regarding forfeiture of the EMD shall be final and binding upon all the bidders.

1.3. BID SUBMISSION INSTRUCTIONS

1.3.1. BID SUBMISSION FORMAT

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

1.3.2. BID SUBMISSION INSTRUCTIONS

Complete bidding process will be online (e-Tendering) in three cover system.

SUBMISSION OF TENDER / BIDDING PROCESS:

Instructions to Bidders for participation in e-Tendering: All bids submitted as a response to this request for proposal shall be submitted electronically on line only through the e-procurement site www.mptenders.gov.in. Submissions in hard copy is not allowed.

E-TENDER (ELECTRONIC BID SUBMISSION):

Bidders are required to register on the e-procurement site (as mentioned above) by paying the requisite fees. Registration fees (non-refundable, one-time) shall be paid online, if not already registered. The tender document is available online to registered users. A non-refundable tender submission fee as per tender details mentioned in schedule given in E-procurement System shall be payable, apart from gateway and service charges, by each bidder for their bids to be accepted. This amount shall also be paid online. As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a class III digital certificate shall be required to bid for all tenders solicited electronically.

If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities. Kindly note that it may take at least two business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. BSCDCL shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate. Bidders are advised to visit our e-tendering website regularly for any clarifications and/or due date extension or addendum/corrigendum. Bhopal Municipal Corporation shall not be liable for any bidder being unable to access the e-procurement portal or any difficulty in operating/ navigating through the same. For the convenience of the bidders, the Helpdesk service of the e-procurement portal can be accessed on toll free numbers. Free training on navigating the e-procurement portal can be attended by the bidders in Bhopal. Kindly contact the Helpdesk for further details on the same. Costs of transport to and from Bhopal, stay during such training shall have to be borne by the bidders.

1. Duly filled and signed Tenders should be submitted online at www.mptenders.gov.in under Directorate Urban Administration and Development.
2. Tender should be submitted online on or before due date as mentioned in RFP. Only the Technically Qualified bidders may be considered for Financial Bid opening. The price offer quoted in Financial Bid by Successful Bidder should be kept valid for 180 days from the date of opening of the Techno Commercial Bids. If the Bidder withdraws his offer before the said date, the earnest money (EMD) will be forfeited in full.
3. The decision of the Bhopal Municipal Corporation to this effect shall be final and binding on the tenderer(s). The Technical bid will be opened in front of the Committee, at the Office of the Bhopal Municipal Corporation, ISBT, Bhopal (MP).

Note:

BSCDCL will conduct the bid evaluation based on documents submitted through online e-tendering portal.

- The following points shall be kept in mind for submission of bids;
- BSCDCL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract, without any exclusions / omissions / exceptions. Price to be inclusive of all adjunct / ancillary services and works, whether specifically mentioned or not.
- BSCDCL may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- Technical Proposal shall not contain any financial information.
- If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.4.5](#) of this RFP, the technical and financial proposals of the Bidder shall not be opened. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.

- It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which BSCDCL reserves the right to reject the proposal.

1.3.3. BID VALIDITY PERIOD

The validity of the bids submitted before deadline shall be till 180 days from the date of submission of the bid.

1.3.4. MODIFICATION AND WITHDRAWAL OF BIDS

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

1.3.5. NON-CONFORMING BIDS

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- If it does not comply with the requirements of this RFP
- If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of BSCDCL.

1.3.6. LANGUAGE OF BIDS

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at BSCDCL's discretion.

1.3.7. AUTHENTICATION OF BID

- Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted on-line with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid before on-line submission.
- The Bidder should submit a Power of Attorney as per the format set forth in [Annexure 6](#), authorizing the signatory of the Bid to commit on behalf of the Bidder.

1.3.8. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.4. EVALUATION PROCESS

- BSCDCL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- The BEC constituted by BSCDCL shall evaluate the responses to the RFP and all supporting

documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

- The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- The BEC may seek clarifications from any bidder, as necessary proposals and may visit Bidder's BSCDCL site to validate the credentials/ citations claimed by the bidder.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.4.1. BID OPENING

- Total transparency shall be observed and ensured while opening the Bids Online. All Online submitted Bids shall be opened in the presence of the Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- BSCDCL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- Bid opening shall be conducted in 2 (Two) Stages;
- Stage 1 -RFP Document fee & Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal(online only)
- Stage 2 - Financial Proposal (online only)
- The venue, date and time for opening the Pre-qualification Proposal online are mentioned in the Tender Notice of the RFP. The date and time for opening the online Financial Proposals would be communicated to the qualified bidders.
- The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for BSCDCL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, BSCDCL will continue process and open the bids of the all bidders.
- During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order.

1.4.2. EVALUATION OF PRE-QUALIFICATION PROPOSALS

- BSCDCL shall open Cover 1 marked "RFP Document Fee and Earnest Money Deposit (EMD)". If the contents of the Cover 1 are as per requirements of the RFP, BSCDCL shall open Cover 2 marked "Pre-Qualification Proposal". Each of the Pre-Qualification condition mentioned in [Section 1.4.5](#) of the RFP is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- The Pre-Qualification proposal MUST contain all the documents in compliance with instructions given in the Annexure 1.
- Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in [Section 1.4.5](#) of the RFP.

1.4.3. EVALUATION OF TECHNICAL PROPOSAL

The evaluation of the Technical Proposals will be carried out in the following manner:

- Bidders' technical proposals will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Section 1.4.6 of the RFP.
- Bidders shall make the technical presentation and showcase proposed products to BSCDCL as per the agenda mentioned in Section 1.4.6 of the RFP.
- Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 1.4.6 of the RFP). In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy) points.
- The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, BSCDCL contact information for verification, and all others components) as required for technical evaluation.
- BSCDCL shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

1.4.4. FINANCIAL PROPOSAL EVALUATION

- Financial Proposals for the technically qualified bidders will then be opened online on the notified date and time.
- Financial Proposals that are not meeting the condition mentioned in Annexure 3 shall be liable for rejection.
- Total Cost of Bid (TCB) shall be calculated based on the financial format given in Annexure 3.2 of the RFP.
- Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and the total price (in [Annexure 3.2](#)– Price component for CAPEX) that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- If there is an error in a total corresponding to the addition or subtraction of subtotals (in [Annexure 3.2](#) – Price component for CAPEX) and the total mentioned under [Annexure – 3.1](#)Total Price Summary), the subtotals shall prevail and the grand total shall be corrected
- If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

1.4.5. PRE-QUALIFICATION CRITERIA

Each bidder shall meet the following prequalification criteria:

S No	Basic Requirement	Specific Requirements	Documents Required
PQ1	Legal Entity	The Sole Bidder OR Consortium <ul style="list-style-type: none">• Maximum 2 companies are allowed in a consortium including Lead Member• Lead Member or consortium partner should	<ul style="list-style-type: none">• Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 Consortium agreement

		<p>be registered in India under Companies Act 1956/2013 or as amended and should have been in operation for at least 5 years as on date of submission of the bid</p> <ul style="list-style-type: none"> • Consortium member either should be registered in India under Companies Act 1956/2013 or as amended 	<p>clearly stating the roles and responsibilities of each member</p>
PQ2	Turnover	<p>The Sole Bidder should have minimum average annual Turnover of INR 75 Crore</p> <p>In case of Consortium:</p> <ul style="list-style-type: none"> • Lead member should have minimum 70% of Turnover • All members together should meet INR 75 Cr Turnover requirement <p>Turnover should be for last 3 audited financial years (2015-16, 2016-17, 2017-18) from the business area of IT Services/ ICT /IT System Integration Services/ITeS</p> <p>In case consortium partner is a Start up based in Madhya Pradesh and recognized by Department of Industrial policy and Promotion(DIPP), 100% turnover of lead bidder will be considered</p>	<ul style="list-style-type: none"> • Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years. • Certificate from Chartered Accountant on turnover details from the “business areas” over the last • (Three) audited financial years 2015-16, 2016-17, 2017-18 • MoA/AoA/other relevant documents shall be submitted showing the area of business • Certificate from DIPP for recognized Start-up

S No	Basic Requirement	Specific Requirements	Documents Required
PQ3	Net Worth	The Sole Bidder or the Lead Member of consortium should have positive net worth as per the audited consolidated financial statements in each of the last 3 (Three) financial years 2015-16, 2016-17, 2017-18.	Certificate from the Statutory Auditor on net worth.

PQ4	Blacklisting	As on date of submission of the proposal, the Sole Bidder or the Lead Member of consortium and each members of the consortium member, in case of a Consortium, shall not be under a declaration of ineligibility for corrupt or fraudulent practices with any of the State government/ Central Government/semi-government/PSU/ Municipal agencies in India at the time of Submission.	Undertaking by the authorized signatory as per the format given as Annexure4
PQ5	Certifications	The Sole Bidder or the Lead Member of consortium should possess any 2 (two) of the below Certifications of ISO which are valid at the time of bid submission: <ul style="list-style-type: none"> • ISO9001:2008 or Higher for Software Development/System Integration • ISO 20000:2011 for IT Service Management • ISO/IEC27001:2013forInformation Security Management System AND • CMMI Level3 or Higher for Software Development (Mandatory) 	Valid Copy of certificates On the name of the Sole Bidder or Lead Member in case of consortium
PQ6	Local Presence	The Sole Bidder or the Lead Member of consortium, in case of a Consortium, should have office in the State of Madhya Pradesh or should furnish an undertaking that the same would be	List and address of offices in _____ with GST Registration OR

S No	Basic Requirement	Specific Requirements	Documents Required
		Established within 30 days of signing the contract, if project is awarded.	Undertaking from authorized signatory to open the local office with GST registration, within 60 days of signing the contract, if project is awarded

PQ7	Employees	The Sole Bidder or the Lead Member of consortium should have at least 100 employees in Technical role on their payroll for the proper execution of the project.	Declaration/Undertaking by an authorized signatory of the company needs to be submitted in this regards.
PQ 8	Experience	The Sole Bidder or the Lead Member of consortium should have completed / in progress at least one ICT based project for solid waste management in any city with population above 10 Lakhs during last 5 years.	Submit Copies of Work Order or Agreements along with completion certificates of projects executed during 5 years earlier from the date of submission of bid.

Note:

- The Purchaser reserves the right to relax the Norms on Prior Experience and turnover for Start-ups and Micro & Small Enterprises in Public Procurement.

The Start-ups are defined in Annexure-A of the “Action Plan for Start-ups in India”. The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry, GOI.

- Definition of Start-up (only for the purpose of Government schemes)

(Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.)

Start-up means an entity recognized by DIPP (Department of Industrial policy and Promotion), incorporated or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.

Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence.

Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/ registration.

Provided further that a Start-up shall be eligible for tax benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose.

1.4.6. TECHNICAL EVALUATION CRITERIA

S. No.	Technical Evaluation Criteria	Points
TQ.1.0	Company's Financial Profile	15
TQ1.1	The turnover from the business area of ICT Infrastructure/IT System Integration Services/ITeS of the Sole Bidder/Lead Member of Consortium will be evaluated as below:	

	Rs. 350 Cr and above	15
	>= Rs. 250 Cr and < Rs. 350 Cr	12
	>= Rs. 150 Cr and < Rs. 250 Cr	8
	>= Rs. 75 Cr and < Rs. 150 Cr	4
TQ2.0	Experience	31
TQ2.1	<p>The Sole Bidder or any Member in case of consortium should have completed/ongoing (not less than Rs 5 Crore) e-governance projects as an Independent Software Vendor in last 7(Seven) financial years(as on the last date of bid submission). The project should include any of 2 (two) components of the following:</p> <ul style="list-style-type: none"> • Command Control Center • Work Flow Management Solution • Operation and maintenance services as a ISV • Urban/Metropolitan Vehicle Tracking System • Solid Waste Management Solution <p>Every Project = 5 marks Maximum marks = 15 marks</p>	15
TQ 2.2	<p>Multi-City Project Experience: The Sole Bidder or Lead Member or any member of its consortium should have completed / ongoing, ICT based project involving installation for any Government institution/s in multiple cities and integration with centralized system.</p> <ol style="list-style-type: none"> 1. 40 cities or more – 12 marks 2. 30 – 40 cities – 9 marks 3. 20 - 30 cities – 6 marks 4. 10 – 20 cities – 3 marks 	12
TQ 2.3	<p>Swachh Survekshan Experience: The Sole Bidder or Lead Member or any member of its consortium should have completed work related to Swachh Survekshan for a ULB with at least 10 lakhs population</p> <p>1 Project – 2 marks 2 Project - 4 marks</p>	4
TQ 3.0	CMMi & ISO Certifications	4
TQ3.1	<p>CMMi Level5+ISO9001:2008/ISO20000:2011/ISO/IEC 27001:2013 (Any 2 ISO Certifications mandatory) – 4 Marks</p> <p>CMMi Level3+ISO9001:2008/ISO20000:2011/ISO/IEC 27001:2013 (Any 2 ISO Certifications mandatory) – 2 Marks</p>	4
TQ 4.0	Technical Presentation	20

TQ 4.1	<p>Technical Presentation which shall cover following:</p> <ul style="list-style-type: none"> • Solution Architecture, scalability, Interoperability and modularity features considering the future expansion of the project and the detailed project execution plan (5 Marks) • Strategy for SLA and System Security (5 Mark) • Evaluation of Functionalities pertaining to the proposed solution (10 Marks) <p>Note: To be awarded by evaluation committee</p>	20
TQ 5.0	<p>Start-up: In case of consortium wherein 1 member is DIPP Recognized 'Start-up' meeting following conditions, 5 marks will be allotted to the consortium.</p> <ol style="list-style-type: none"> 1. Start-up is in existence for at least 2 years on date of bid submission 2. Start-up has developed ICT based solid waste monitoring solution which has been deployed at at-least one urban local body of India 3. Start-up is incorporated in state of Madhya Pradesh 	5
TQ 6.0	<p>Approach and Methodology: The Lead bidder shall provide:</p> <ol style="list-style-type: none"> a. Detailed plan for requirement gathering b. Approach and methodology for implementation and post-implementation phases c. Work plan & development schedule d. The extent to which the Bidder's approach and work plan respond to the objectives and requirements mentioned in the Scope of Work e. Relevant case studies f. Technology parameters proposed g. O&M plan proposed h. Profiles of proposed team members 	15
TQ 7.0	<p>Ready Availability of Features in Solution:</p> <ol style="list-style-type: none"> 1. Advanced Vehicle Tracking and Monitoring 2. Alert Management system 3. Employee management System 4. Waste Collection, Transportation & Processing Management System 5. Citizen Engagement System 6. MIS Report Generation System <p>Note: BSCDCL at any time, before awarding the project, reserves the right to ask the bidder to demonstrate the features declared by them. In case of a discrepancy between no. of modules in declaration and actual no. of modules present as COTS–BSCDCL reserves the right to remove the bidder from the process.</p>	10
	Total	100

Bidder who meets the minimum pre-qualification criteria shall be called for Technical Presentation (maximum duration of 40 Minutes) with respect to above technical evaluation criteria during Technical Bid Evaluation. Date, Time and Venue for the Technical Presentation will be informed later to qualified bidders. BSCDCL reserves right to enquire bidder's customer where such a similar project execution has taken place.

1.4.7. TEAM MATRIX

S. No.	Resource Role	Other Requirements
1.	Project Manager	a) Educational Qualification: <ul style="list-style-type: none"> • BE/BTech/MCA or Equivalent • MBA/PGDBM or Equivalent b) 10+ Years Work experience in IT Domain c) Minimum 4+ years of Experience in Waste Management with at least 1 ICT project implementation Projects of value greater than Rs.5Crores
2.	Business Analyst	a) Educational Qualification - BE/BTech/ BCA/B.Sc.(CS/IT)/MCA/MSc(CS/IT) or Equivalent b) 5+ Years Work experience in the capacity of Business Analyst / Consultant / Product Manager
3.	Solution Architect	a) Educational Qualification: <ul style="list-style-type: none"> • BE/BTech/MCA/MSc(CS/IT) or Equivalent b) 4+ Years Work experience in the capacity of Solution Architect c) Experience in Waste Management with at least 1 ICT project implementation.
4.	Engineering Manager	a) Educational Qualification: <ul style="list-style-type: none"> • BE/BTech/MCA/MSc(CS/IT) or Equivalent • BCA/B.Sc.(CS/IT) b) 3+ Years Work experience in the capacity of Engineering Manager
5.	Application Development Lead	a) Educational Qualification: <ul style="list-style-type: none"> • BE/BTech/MCA/MSc(CS/IT) or Equivalent • BCA/B.Sc.(CS/IT) b) 3+ Years Work experience in the capacity of Application Development Lead

- CVs needs to be provided in the format provided as Annexure 2.6 in the RFP
- SI should submit profiles of only those resources who shall be deployed on the project. Any change of resource should be approved by the BSCDCL and compensated with equivalent or better resource. The BSCDCL may interview the resources suggested by SI before their deployment on board. It does not apply in case of change requested by the BSCDCL.

1.5. AWARD OF CONTRACT

1.5.1. AWARD CRITERIA

- The Corporation has adopted a single stage (QCLC) selection process (collectively the "Selection Process") in evaluating the Bids comprising qualification. In the first step, the Bidders shall be evaluated for their compliance with the qualification requirements as specified in RFP. Based on the evaluation of Qualification Documents, qualified Bidders shall be short-listed for further evaluation. In the second step, evaluation of technical Bid shall be carried out. Bidders securing 700 of the Total marks shall be deemed to have qualified for further evaluation.
- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes (including GST), duties, fees, levies and other charges imposed under the Applicable Law as applicable.

1.5.2. LETTER OF ACCEPTANCE

BSCDCL will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee BSCDCL will promptly notify each unsuccessful bidder.

1.5.3. SIGNING OF CONTRACT

BSCDCL shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with BSCDCL within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by BSCDCL.

1.5.4. FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE RFP / CONTRACT

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event BSCDCL may invite the next best bidder for negotiations or may call for fresh RFP.

1.5.5. BSCDCL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BSCDCL reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BSCDCL's action.

1.5.6. PERFORMANCE BANK GUARANTEE

- Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 5% of contract value to BSCDCL.

- The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 8, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by BSCDCL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid only up to the completion of Go Live + O&M Phase.
- In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- In the event of the Bidder being unable to service the contract for whatever reason BSCDCL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of BSCDCL under the contract in the matter, the proceeds of the PBG shall be payable to BSCDCL as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. BSCDCL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- BSCDCL shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him under this Agreement, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- On satisfactory performance and completion of the order in all respects and duly certified to this effect by BSCDCL, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

1.6. RIGHT TO VARY QUANTITY

- After the award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased / decreased by up to 25%, as necessary. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- If BSCDCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

1.7. COMPREHENSIVE WARRANTY & MAINTENANCE

- BSCDCL or designated representatives of the bidder shall promptly notify Successful Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful Bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to BSCDCL and within time specified and acceptable to BSCDCL.
- If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, BSCDCL may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which BSCDCL may have against the bidder under the contract.
- During the comprehensive warranty period, the Successful Bidder shall provide all product(s), patches/fixes, within 15 days of their availability and should carry out installation and make operational the same at no additional cost to BSCDCL.
- The Successful Bidder hereby warrants BSCDCL that:
- The supplied S/w meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- The proposed S/w shall achieve parameters delineated in the technical specification/requirement.
- The Successful bidder shall be responsible for warranty & maintenance services from licensors of products included in the systems for a period of Three Years onsite 100% comprehensive warranty after successful commissioning of system.
- The Successful bidder shall ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty and maintenance period.
- A comprehensive warranty applicable on goods supplied under this contract shall be provided for the period of contract from the date of acceptance of respective system by the BSCDCL.
- Technical Support for Software applications shall be provided by the respective Successful Bidder / OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.
- The Successful Bidder covenants that the goods supplied under this contract shall be of good grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract (after Go-Live), shall also be made available at additional cost.
- The Successful Bidder further covenants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except in so far as the design or material is required by the BSCDCL's Specifications) or from any act or omission of the SI, that may develop under normal use of the supplied Goods in the conditions prevailing at the site.
- The BSCDCL shall promptly notify the Successful Bidder in writing of any claims arising under this warranty.

- Upon receipt of such notice, the Successful Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the BSCDCL may have against the Successful Bidder under the Contract.
- If the Successful Bidder, having been notified, fails to remedy the defect(s) within a reasonable period which shall not be less than thirty days, the BSCDCL may proceed to take such remedial action as may be necessary, at the Successful Bidder's risk and expense subject to maximum of the total cost of the defect goods/services which was agreed to be paid to the Successful Bidder.
- Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable

SCOPE OF WORK

1.8. INTRODUCTION

1.8.1. About BSCDCL

City Municipal Corporation (BSCDCL) is the governing body of the City in the Indian state Bhopal Municipal Corporation which has an area of 413.50 SQ. KMs under Bhopal Municipal Corporation, which is divided in 19 Zones and 85 Wards. Door to Door collection of segregated solid waste is ensured in all the wards through vehicles working under Solid waste management. As per the provision of Municipal Corporation Act, 1956, BSCDCL is governed by a Chairman (Mayor), Councilors elected by direct election from 85 wards, 7 Members of State Legislative Assembly representing constituencies within municipal areas. BSCDCL currently comprises of the following departments;

- Accounts Department
- Education Department
- Electrical and Mechanical Department
- Fire Department
- Food and Civil Supplies Department
- Health Department
- Housing & Environmental Department
- Information Technology Department
- Law and General Administration Department
- Planning & Rehabilitation Department
- Public Work Department
- Revenue Department
- Water Work and Drainage Department

Activities pertaining to Solid Waste Management (SWM) are monitored and executed under the supervision of Health and Environment Department of City Municipal Corporation.

1.9. PROJECT BACKGROUND

- Solid Waste Management (SWM) is the most important activity that the BSCDCL delivers for its residents which is the most significant municipal service and a prerequisite for other complicated municipal services. The overall target of SWM is to monitor, collect, treat and dispose Smart Waste generated by the residents, in a cost effective, environmentally and socially satisfactory manner through Door to Door collection of segregated solid waste effectively. It is also envisaged that the solution proposed against the current RFP should be able to seamlessly integrate with all BSCDCL's internal/external systems for SWM. The objective of this RFP is to incorporate ICT by introducing analytical tools for enabling automated decision making that will help in effective monitoring of solid waste management operations. Bhopal Municipal Corporation (BSCDCL) limited intends to procure comprehensive solution that would be used for Solid Waste Management initiatives in Bhopal Municipal Corporation. The aim of this project is related to Integrated Solid Waste Management under Swachh Bharat Mission. The main purpose behind these initiatives is to manage the solid waste through the various technologies like Driver Console, ULB Profiling, Field Survey & Digitalization, Waste collection route optimization, Mobile applications for

citizen and officials, MIS Report Generation System, Survey System, Register Management, Compliance Verification System, Integration with existing system, Operation and Maintenance for the period of Three (3) years along with innovative Mobile and Web based application to improve and smoothen ground level mechanism for waste collection and save fuel by routing them in efficient routes through route optimization.

1.10.PROJECT DURATION

The expected timeframe of the project will be three (3) months (within which the project 'Go-Live' is to be declared). Thereafter a period of Three (3) years is being proposed for the Operation and Maintenance support.

1.11.BROAD SCOPE OF WORK

The scope of work involves supply, design, development, installation, integration, operation and maintenance of the following components for pan city.

(Components are given for reference purpose. Proposed solution should cover all the relevant functionalities captured under these components. In case any system/component needs to be reclassified/redefined, the bidder should provide proper justification for the same)

- Driver Console
- ULB Profiling
- Field Survey & Digitalization
- Waste collection route optimization
- Mobile applications for citizen and officials
- MIS Report Generation System
- Survey System
- Register Management
- Compliance Verification System
- Integration with existing system
- Operation and Maintenance for the period of Three (3) years

1.12.PROJECT PHASING

The project shall be divided into two modules as under:

- Module 1– Driver Console
- Module 2 – Solid Waste Management System
- Module 3 – Mobile Application for Officials and Citizen
- Module 4 – Register Management System for Data Entry
- Module 5 – Mobile Application for Survey
- Module 6 – Contract Management System
- Module 7 – Compliance Management System

The scope of work includes following components for PAN city

System Integrator (SI) should provide a SWM solution which covers following features:

Solution should be based on customizable, COTS (Commercial off the shelf) application.

1.12.1. MODULE 1: DRIVE CONSOLE

- Procurement and Installation of 'Dashboard Console' i.e. a Communication & Navigation device on the vehicles (to be fixed on the Dashboard of the vehicles)
- Information sync with SWM system to manage the associated Route – Vehicle –

Driver – Device information

- Ability to access designated route information on 'Dashboard Console' to aid in navigation
- System should include multiple layered channeling for communication
- Senior officials / operators will be able to broadcast information to driver's specific zone/ward or all zones/wards at once
- System should be able to keep details of logs and audio recordings of all communications happening between officials / operators and end users for a month
- System should have an easy user interface that can also be controlled through the operator's desktop computer
- System should allow the operator to create channels, add or remove users within those channels, define permissions for each channel with ease using simple interface available on the desktop solution
- Drivers should be able to receive alerts (over speeding, stoppage, etc) over their dashboard console
- One touch breakdown assist should be available to drivers

1.12.2. MODULE 2: SOLID WASTE MANAGEMENT SYSTEM

1.12.2.1. ROUTE – FIELD SURVEY & DIGITIZATION

The SI shall undertake detailed Site Survey of all the existing & proposed new locations pertaining to city's Solid Waste Management system. This will include mapping of routes and transfer stations through field survey and plot the actual locations (latitude / longitude) on the GIS map for tracking and monitoring purpose.

1.12.2.2. ULB PROFILING

- Ability to capture and manage below information for individual ULB:
- ULB attributes (such as Name, Area, Population (Differentiating Slums, Floating etc.), Details (such as Name, Email, Phone) of Important Personals (such as President / Mayor, Ward Councilor, Commissioner / CMO, SBM Nodal Officer, HO / AHO, Chief / Sanitary Inspector) and other SWM fields as identified by the state
- Sewerage Network Layout Plan based on the shape files/KML or other spatial file formats provided by the state / ULB
- Digitization of capturing ULB wise definitions of Institutions (Schools / Colleges), Government Offices, Public Areas, Religious Places, and Gardens etc. This shall become the basis of Waste Collection, transportation and Processing guidelines for the ULB
- ULB wise regulations E.g. Bulk categories definition (if the waste is more than 50 Kg then the waste collection point will be marked as Bulk Collection point) and mark beautification area.
- Digital platform to geo tag and manages below information for:
- Waste Generation / Collection Points across all Route Types other than existing D2D or bulk; such as RWA, CT/PT, Litter Bins, Twin Bins, Primary Waste Storage Bins etc. inclusive of identifying floating population, slum areas
- Categorized spots such as GVPs, MRF, Dumpsites, Remediation Site, C&D Site, Processing units, multiple Workshops or Fuel Stations, Parking Lots, Auto / Taxi stands, CT / PT, FSTP, STP, Bus Terminals, Railway Stations, Airports, Metro Stations

or even compost pits, Religious places, Gardens / Parks, Bridges etc., as applicable and any other identified by the State / ULB

- Vulnerable OD spots, litter spots, open urination spots, construction sites, empty plots
- Water bodies and storm water drains
- Road length wherever applicable

Platform to manage any and all information digitally through the system through manual feeding or Bulk upload through web / mobile based application.

1.12.2.3. ROUTE MANAGEMENT

- System should have functionality to add and edit garbage collection routes which can be based on following (but not limited to) parameters:
- Dynamic creation of geofence
- Dynamic allocation of collection points raised by citizens
- Shortest route
- Shortest time
- System should be able to record vehicle & employee movement. Basis for same will be GPS or Mobile location.
- System should have the ability to mark events such as start & end of each lane as well as mark household counts in each lane.
- System should be able to do capacity planning as per seasonal changes or bulk ad hoc requests received.

1.12.2.4. ASSET MANAGEMENT & MONITORING

- System should have Role Based Access control for applications and access control policies shall be defined by the BSCDCL.
- System should have feature to manage resources including vehicles, GPS devices, weighbridge, fuel station, parking spots and transfer stations by creating a centralized master data setup.
- System should have feature to view/add/modify/delete waste collection shifts, routes & region.
- System should have feature to add/modify/delete, monitor and manage waste collection bins
- System should have feature to create employee directory and assign each employee a designation & department.
- System should have feature to manage employee attendance and evaluate performances basis parameters defined by BSCDCLs
- System should have a feature to assign transfer station, fuel station, parking spots to zone/wards.
- System should have feature to assign drivers, GPS device, and routes to vehicles.

1.12.2.5. MIS REPORT GENERATION SYSTEM

- System should create a master data management module.
- System should be able to generate reports based on waste collected, routes covered - citizen wise, zone wise, ward wise, vehicle wise.
- System should be able to generate reports based on driver performance. Reports should include parameters including but not limited to total households covered,

average vehicle speed, total alerts generated, total time taken, total distance travelled.

1.12.3. MODULE 2: MOBILE APPLICATION FOR OFFICIALS AND CITIZEN

1.12.3.1. FOR CITIZENS:

App should enable citizens to register and subscribe for multiple waste collection routes to know the ETA of vehicles.

- App should show the live location feed of subscribed vehicles to citizens.
- App should be able to generate real time push notifications of subscribed routes to citizens.
- App should allow citizens to submit grievances & feedback.
- The app should have a bi-lingual interface (Hindi/English).
- App should suggest the route based on the current location

1.12.3.2. FOR OFFICIALS:

- App should allow users to have a consolidated view of daily activities such as route coverage, region wise vehicles status on the dashboard. This should be based on authentication and assigned privileges
- App should enable officials to view live tracking of vehicles based on waste collection shifts.
- All alerts generated for system should be visible to officials over app & action on alerts from app should be possible.
- App should allow officials to view and close customer grievances.
- Officials should be able to view various types of MIS reports.
- Any information / action performed in the app should be real time and in sync with the web-based actions

1.12.4. MODULE 3: REGISTER MANAGEMENT SYSTEM FOR DATA ENTRY

System will be enhanced to provide functionality for data entry to manage SWM and Sanitation activities. Registers / Log Books of below categories can be maintained

- SWM Activities
- Feedback Registers
- Sanitation Logbooks
- Expense Management for below heads:
- Waste Management–Collection, Transportation (Vehicles & GTS), Centralized Composting, De-centralized Composting, MRF, Biomethanation, C&D, Bioremediation as applicable
- Sanitation – STP, CTPT, IHHL, FSTP, Desludging
- Citizen Engagement – IEC and BCC activities
- Capital Expenditure (CapEx) – Procurement of equipment's and other capital costs
- Revenue management for below heads:
- Waste Management – User Charges, Compost Sale, W2E, On Spot Fine, Recycling Sale, C&D Sale, Advertisement (Litter Bins), Property Tax (SWM Sub head)
- Sanitation – User Charges (CT & PT, Desludging), On Spot Fine, Hoardings and Billboards, Property Tax (Sanitation Sub head)
- CSR – Project based.

1.12.5. MODULE 4: MOBILE APPLICATION FOR SURVEY

(a) SLP Survey / Verification by Citizen Survey

- Identify random (customizable quantity) collection points for each route that should be identified as “Verification Points” for that route for the day
- Users are required to take citizen authentication (Clicking Geo tagged snaps for evidence and / or Signatures) for these “Verification Points” on a daily basis.
- In case of absence of any collection point representative, a new collection point should be auto identified until a fixed percentage is not covered
- Ability to capture sample of waste (weights) at households / collection points for various routes and demographics (wards or Residential areas) identified as “Verification points”

(b) Thematic Survey

- System will enable users to conduct quarterly rankings of landmarks such as Swachh Hotels, Schools, Hospitals, Government Offices, RWA/ Mohalla and Market Association
- Users can mark (weighted ranking) each landmark based on the pre-defined questions
- Ability to capture evidence that the results are announced in the newspapers, Swachh Manch and social media

(c) Cleaning Scheduler

- Ability to define a new cleaning schedule: select the equipment, define the frequency and alert when schedule is nearing and if schedule is not followed
- Ensure regular cleaning of SWM equipment such as Twin Bins, Container Bins etc.
- Enable users to report the cleaning by clicking geo tagged snaps at the defined geo-locations

1.12.6. MODULE 5: CONTRACT MANAGEMENT SYSTEM

System should have following features:

- Provision to capture contracts or tender information if any SWM & Sanitation related activity (such as waste collection or IEC activity) has been outsourced to a third party.
- Document Upload – provision to upload contract documents.

1.12.7. MODULE 6: COMPLIANCE MANAGEMENT SYSTEM

System will have provision to ensure compliance to model bylaws in accordance to Rules / Guidelines mentioned in:

- Swachh Bharat Mission
- Swachh Survekshan 2020 / Swachh Survekshan League 2020
- Star Rating Protocol for garbage free ULBs and
- ODF/ ODF+/ ODF++
- Provision to configure business rules and alert rules wherever applicable
- System to analyze if the defined compliance is followed based on defined rules and raise alerts.
- Provision to capture ICT based evidence should be in place for all compliance points.
- Provision to upload public notifications
- Provision to create and maintain survey reports in accordance with Swachh

- Survekshan 2020 / Swachh Survekshan League 2020 requirements
- Sweeping Schedule & Cleaning Schedule for Commercial & residential Areas & Storm water. This should be frequency driven such as twice a day for commercial and once a day for Residential
- Provision to geo tag and track ULB Beautification for areas such as:
- Squares, Entry Exit points of the ULB boundaries, Public areas
- Slums and old city areas
- Infrastructure as Roads, Gardens, Bridges, Government building boundary walls, outer walls of government institutions etc.

To aid Information capture by any ULB, the system will provide digital platforms to perform surveys and capture / upload ULB wide information wherever applicable

Note: BSCDCL will provide all necessary cloud services (including bandwidth, infrastructure and hosting services) for all the components proposed to be set up as a part of the proposed system(for the entire duration of the project, from Go-Live to the completion of O&M phase). Bidders are required to suggest the required bandwidth for proper functioning of the application. Authority will provide required resources (Space, Internet Connectivity, Water, and Electricity) for the SI's team to work until Go-Live and also during the O&M Phase.

1.13. INTEGRATION REQUIREMENT

The bidder is required to ensure that the proposed solution should be scalable enough to be integrated with existing and proposed applications as detailed below:

- Integration with existing SWM and monitoring applications
- Integration with all devices and interfacing applications which are covered in this document or may be identified during analysis and solution delivery phases, to meet the required solution

SI will be responsible for collecting data as listed under Annexure 9 from the Authority. The Authority will provide all necessary support to collect the required data.

1.14. IMPLEMENTATION HUMAN RESOURCE REQUIREMENT

Implementation team should comprise of, but not limited to the following:

#	Profile	Technical Requirement
1	Project Manager	As mentioned under section 1.4.7
2	Solution Architect	
3	Business Analyst	
4	Database Expert	
5	Application Development Lead	
6	Senior Developer	Relevant Experience
7	Developer	
8	UI Designer	
9	Technical Writer	
10	Project Lead – Testing	
11	Senior Tester	
12	Release/ Implementation Manager	
13	Security Expert	
14	Integration Specialist	

1.15. OPERATION AND MAINTENANCE FOR THREE YEAR

After the successful commissioning of the project, the system would be declared as Go-Live and enter into O&M phase and the SI would also be issued a commissioning certificate by BSCDCL. It shall involve but not limited to the following activities;

- Ensure the desired functioning of the Interface / integration
- Software installation and testing
- Provide technical support on system parameters as per requirement of BSCDCL
- Provide handholding support and training services as part of the post implementation services, on a scheduled basis as well as on a need basis.
- The extension of the Operation and Maintenance contract after 3 (Three) year shall be based on the performance of the successful bidder and there shall be an annual increase which will be mutually agreed on the existing Operation and Maintenance cost for next 1 year. However, AUTHORITY reserves the right to extend the O&M contract based on the mutual agreement between the successful bidder and the AUTHORITY

Note - No extra cost shall be remunerated by BSCDCL on account of such operations & maintenance activities mentioned herein above.

- O & M Team shall be available during working hours.
- All costs related to O & M shall be considered in the OPEX, such as, lodging & boarding, local transportation, out-station travel, insurance, substitution / replacement, training etc.
- One Resource is required to be placed onsite for the duration of O&M period

1.16. BILL OF MATERIAL

#	Description	Quantity
1.	Dashboard mounted Driver Console	300

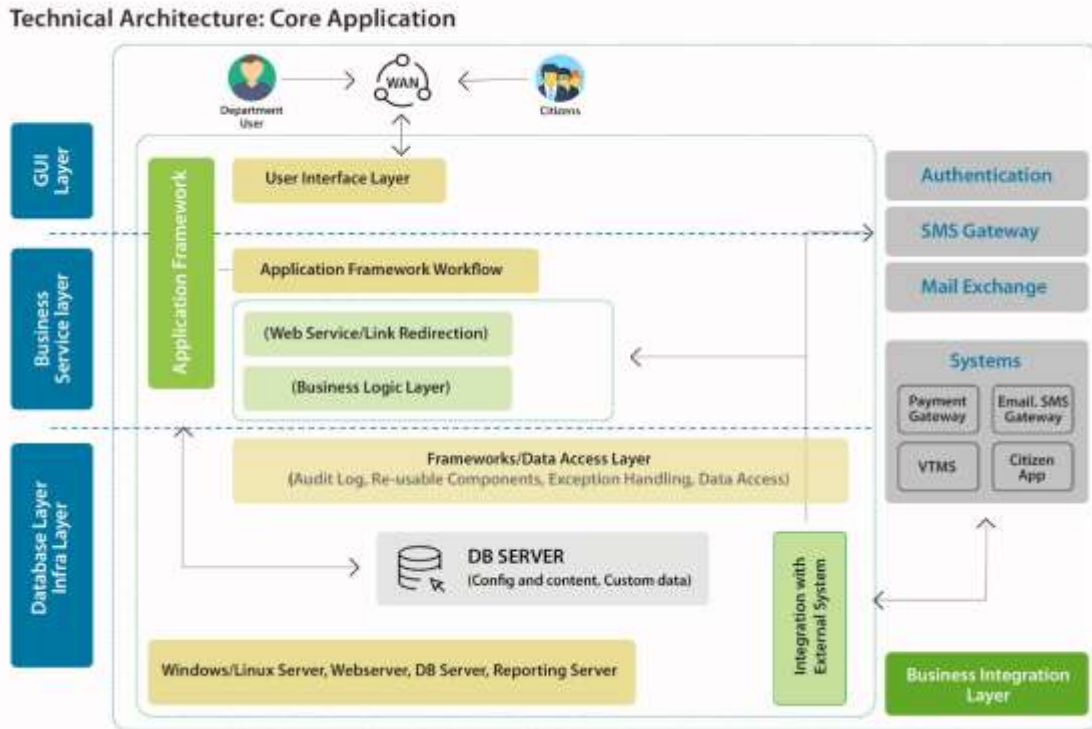
1.17. TECHNICAL SPECIFICATIONS

#	Console Characteristics	Minimum Specifications	Compliance (Yes/No)
1.	Operating System	Android 7 or above	
2.	Display size	7 / 8 inches, (IPS and hard panel preferred)	
3.	RAM	2 GB or more	
4.	ROM	16 GB or more	
5.	Battery	5000 mAH or more	
6.	Network	4G LTE(India bands supported), 3G, 2G	
7.	Camera	Front - minimum 2MP or More Back - minimum 5MP or More	
8.	Bluetooth	Version 4.0 or above	
9.	Audio Output	Voice Call quality loud audio speaker and provision to connect with external speakers in the vehicle	

10.	Charging	Charging via vehicle supply (9 to 30 volt DC supply)	
11.	Sensors	GPS, A-GPS, GLONASS, Geo Tagging	
12.	Certification	FCC, CE, IP66	

Note: 4G sims to be provided by BSCDCL to be installed in Driver console and cost of the same shall be borne by the SI including the recurring rental cost of all the sims in the CAPEX & OPEX period.

1.18.INDICATIVE APPLICATION STRUCTURE



1.19.PROJECT IMPLEMENTATION SCHEDULE, DELIVERABLES AND PAYMENT TERMS

1.19.1. PROJECT IMPLEMENTATION AND PAYMENT SCHEDULE

Project Implementation Schedule, Deliverables and Payment Terms shall be as per the Table below.

S. No	Activity	Timelines (in Weeks)	Payment Milestone (CAPEX ONLY)
1	Project Kick Off	T	
2	SRS Preparation & Review	T + 1	15%
3	SRS Approval and Sign off from the BSCDCL	T + 2	
4	Module 1 (Driver console – Hardware delivery & Installation)	T + 8	15%

5	Module 1 (Driver console – System Configuration)	T + 11	10%
6	Module 2 (Solid Waste Management System)	T +5	15%
7	UAT Module 2	T +6	
8	Soft Launch Module 2	T +7	
9	Module 3 (Mobile Applications for Officials & Citizens)	T+ 5	10%
10	UAT Module 3	T+ 6	
11	Soft Launch Module 3	T+ 7	
12	Module 4 (Register Management System for Data Entry)	T+ 6	15%
13	UAT Module 4	T+ 7	
14	Soft Launch Module 4	T+ 8	
15	Module 5 (Mobile application for Survey)	T+ 6	
16	UAT Module 5	T+ 7	
17	Soft Launch Module 5	T+ 8	5%
18	Module 6 (Contract Management System)	T+ 7	
19	UAT Module 6	T+ 8	
20	Soft Launch Module 6	T+ 9	5%
21	Module 7 (Compliance Management System)	T+ 8	
22	UAT Module 7	T+ 9	
23	Soft Launch Module 7	T+ 10	10%
24	Final Acceptance Test (FAT)	T+ 11	
25	Go Live (Final Acceptance by BSCDCL) = G	T+ 12	100%
	TOTAL CAPEX		

1.19.2. PROJECT O&M PHASE

S. No	Activity	Timelines (in Weeks)	Payment Milestone OPEX ONLY
1.	Detailed Operation and Maintenance (O&M) Plan & Reports <ul style="list-style-type: none"> • Operation and maintenance procedures and guidelines • Annual maintenance requirements, timelines, and schedules • Detailed Approach of O&M teams with BSCDCL's PMO team • Detailed plan for monitoring of SLAs and performance of the overall system • SLA Conformance & Compliance Report • Issues logging and resolution report 	G+1 Years	To be paid in equal quarterly installments based on annual OPEX post GO-Live,

1.19.3. OTHER TERMS & CONDITIONS

- The Bidder's request(s) for payment shall be made to the BSCDCL in writing, accompanied by an invoice describing, as appropriate, Acceptance certificate of services completed. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.
- The request for payment shall be made to the BSCDCL in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- Due payments shall be made promptly by the BSCDCL, generally within 30 (Thirty) days after submission of an invoice or request for payment by SI after Approval & Sign Off of the Milestone by BSCDCL.
- All remittance charges shall be borne by the SI.
- In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
- Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
- Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of SI.
- It is the responsibility of the bidders to quote for and provide all the S/w for meeting all the requirements of the RFP. All adjunct / ancillary software, equipment, services shall be construed to have been included in the Bid, whether specifically mentioned or not in the RFP / BOM.

1.20. DOCUMENTATIONS

The selected SI shall provide the following documentations in soft copies in PDF form:

- Detail Project Plan
- Fortnightly progress reports
- Software Requirement Specification (SRS) document containing detailed requirement capture including functional requirement, Interface Specifications, application security requirements.
- Solution Architecture / Design document
- User manuals

1.21. PRODUCT UPGRADES

The selected bidder shall provide BSCDCL with all new versions, releases, and updates to all the Software provided during the Operations and maintenance period without any additional cost. All such up-gradations to the solution should be submitted to BSCDCL in the form of logs or BSCDCL should be able to access the logs to all changes made to the system. All such upgrades or any part of the solution should undergo and comply with the security norms in terms of application and functional audits. All such Audit logs and reports should become a part of the quarterly submission by the bidder.

1.22.ASSUMPTIONS

The SI shall perform majority of the work at its own premises as per the scope of work given in Section 2 of this RFP. The BSCDCL during normal course of action will be liable to provide only seating space with access to primary needs (Internet Connectivity, Water, and Electricity). Software required by the team of SI (deployed onsite) will need to be accounted for in the financial proposal to be submitted in response to this RFP for the entire project duration (including Go-live and O&M).

However, the SI shall be required to present weekly status report to designated official. All project review meetings will be held at the BSCDCL's facility and attended by the SI's representatives. The BSCDCL shall provide and arrange for meeting spaces within its facility for all required SI meetings.

BSCDCL shall provide ward wise Hard/soft copy of route maps of garbage collection vehicles to the selected SI. SI is expected to digitize these maps after field visits and field verifications and create GIS database. SI must ensure that 100% of the defined route of vehicles in each ward of BSCDCL has been properly digitized. Any gaps in the data (route) if found, must be corrected by the SI. BSCDCL shall provide necessary support for ensuring completion of this task.

1.22.1. HELPDESK SUPPORT AND MANPOWER

- Under [Section 2.7](#), table marked as – ‘Support Human Resource Requirement’ highlights the type of personnel required to support the helpdesk operators who will be deployed by BSCDCL for answering queries of BSCDCL officials/personnel pertaining to the web based application (that will be setup as a response to this RFP).
- Helpdesk Setup and Operation
- During the O & M phase, SI shall setup a centralized helpdesk center for the BSCDCL for a period of 3 (Three) years from the date of Go-Live. SI will setup a control center at a central location (to be identified by BSCDCL) with screens (one for each zone) having one operator each (to be provided by BSCDCL) to monitor the system on a continuous basis and coordinate with Drivers / Darogas / CSIs / other concerned officials.
- The helpdesk will handle user queries and issues relating to the proposed solution.
- Helpdesk is required to enable the operators at control center to communicate with any driver with ease and vice versa (as and when anomalies are noticed or important instructions need to be passed. The helpdesk will also address any technical issues the users might face while using the solution. The following is included in the scope of SI:
 - System should enable senior officials to communicate with a particular driver or a group of drivers (of a particular ward/zone or entire BSCDCL) by interfacing with the control center.
 - Accordingly Standard Operating Procedures (SOPs) shall be created by SI.
 - The service window for Helpdesk should be 8x6.

- SI shall deploy helpdesk application accessible to all users through the solution for logging issues.
- SI to provision for inbound calls.
- The Support Human Resources as proposed by the SI (in reference to the table under [Section 2.7](#)) will be required to undertake the following activities pertaining to operators to be deployed by BSCDCL:
- Training for managing control room setup and applications as well as handholding support as and when required.
- Monitor and manage technical issues
- Supervise the quality of resources deployed by BSCDCL.

1.22.2. SECURITY AUDIT

- The SI should carry out security and vulnerability testing on the developed solution. BSCDCL may involve Third Party Auditors (TPA) like STQC or CERT-In Empaneled agency/ Security Auditors to perform the audit/review/monitor the developed solution/ security testing done by SI. All the TPA as mentioned above will be appointed directly by BSCDCL and cost of the same shall be borne by the SI during the contract period.
- All tools/environment required for testing shall be provided by the SI.
- The SI shall note that the scope and other terms of this agreement may be subject to change upon mutual agreement so as to synchronize them with any future decisions of the BSCDCL at costs to be borne by BSCDCL.

GENERAL CONDITIONS OF CONTRACT (GCC)

1.23.INTERPRETATION

In this Contract unless a contrary intention is evident:

- The clause headings are for convenient reference only and do not form part of this Contract; unless otherwise specified a reference to a clause number is a reference to all of its sub- clauses;
- The word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- A word in the singular includes the plural and a word in the plural includes the singular;
- A word importing a gender includes any other gender;
- A reference to a person includes a partnership and a body corporate;
- A reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail.

1.24.CONDITIONS PRECEDENT

This Contract is subject to the fulfillment of the following conditions precedent by SI.

- Furnishing by SI, an unconditional and irrevocable Performance Bank Guarantee (PBG) (Annexure 8 of the RFP) and acceptable to the BSCDCL which would remain valid until such time as stipulated by the BSCDCL.
- Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for SI/SI’s team, as applicable and permissible, etc.
- The BSCDCL reserves the right to waive any or all of the conditions specified in Clause 3 above in writing and no such waiver shall affect or impair any right, power or remedy that the BSCDCL may otherwise have.
- In the event that any of the conditions set forth in Clause 3 hereinabove are not fulfilled within 1 month from the date of this Contract, or such later date as may be

- mutually agreed upon by the parties, the BSCDCL may terminate this Contract.
- In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence:
- Pre-bid clarification and Corrigendum, if any
- RFP (PCC holds precedence over GCC)
- [Section 1, 2](#) and [Annexures](#) of RFP

1.25.KEY PERFORMANCE MEASUREMENTS

- Unless specified by the BSCDCL to the contrary, SI shall deliver the goods, perform the services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under [Section \(Service Level Agreement\)](#) of this Contract.
- If the Contract, scheduled requirements, service specification includes more than one document, then the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- The Parties reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications by mutual agreement without diluting in any manner the commitments / obligations of the SI.

1.26.COMMENCEMENT AND PROGRESS

- SI shall, subject to the fulfillment of the conditions precedent above, commence the performance of its obligations in a manner as per the Scope of Work.
- SI shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- SI shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications and that SI's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- SI shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. SI shall always act, in respect of any matter relating to this Contract, as faithful advisors to the BSCDCL and shall, at all times, support and safeguard the BSCDCL's legitimate interests in any dealings with Third parties.

1.27.STANDARDS OF PERFORMANCE

- SI shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with IT standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. SI shall always act, in respect of any matter relating to the Contract, as faithful advisors to the BSCDCL and shall, at all times, support and safeguard the BSCDCL's legitimate interests in any dealings with Third Parties.
- Where, during the term of this Contract, SI terminates any contract/arrangement or agreement relating to the performance of Services, SI shall be responsible and severally liable for any consequences resulting from such termination. SI shall in such case ensure the smooth continuation of Services by providing a suitable replacement to the satisfaction of the BSCDCL at no additional charge and at the earliest opportunity.

1.28.APPROVALS AND REQUIRED CONSENTS

- The BSCDCL shall extend necessary support to SI to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for SI to provide the Services. The costs of such Approvals shall be borne by SI. Both parties shall give each other all co-operation and information reasonably.
- The BSCDCL shall also provide necessary support to SI in obtaining the Approvals. In the event that any Approval is not obtained, SI and the BSCDCL shall co-operate with each other in achieving a reasonable alternative arrangement, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that SI shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that SI's obligations are dependent upon such Approvals.

1.29.CONSTITUTION OF CONSORTIUM

- For the purposes of fulfillment of its obligations as laid down under the Contract, where the BSCDCL deems fit and unless the contract requires otherwise, SI shall be the sole point of interface for the BSCDCL and would be absolutely accountable for the performance of its own, the other member of Consortium and/or its Team's functions and obligations.
- The Consortium member has agreed that SI is the prime point of contact between the Consortium member and the BSCDCL and it shall be primarily responsible for the

discharge and administration of all the obligations contained herein and, the BSCDCL, unless it deems necessary shall deal only with SI.

- Without prejudice to the obligation of the Consortium member to adhere to and comply with the terms of this Contract, the Consortium member has executed and submitted a Power of Attorney in favor of SI authorizing him to act for and on behalf of such member of the Consortium and do all acts as may be necessary for fulfillment of contractual obligations.
- The BSCDCL reserves the right to review, approve and require amendment of the terms of the Consortium agreement ([Annexure 1.5](#)) between the members of such Consortium and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the BSCDCL. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by SI to the BSCDCL.

1.30.SI'S OBLIGATIONS

- SI's obligations shall include all the activities as specified by the BSCDCL in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable BSCDCL to meet the objectives and operational requirements. It shall be SI's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with / in strict adherence to the terms of the Tender and the Contract.
- BSCDCL reserves the right to interview the personnel proposed that shall be deployed as part of the project team. If found unsuitable, the BSCDCL may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with SI.
- BSCDCL reserves the right to require changes in personnel which shall be communicated to SI for reasons due to gross misconduct. SI with the prior approval of the BSCDCL may make additions to the project team. SI shall provide the BSCDCL with the resume of Key Personnel and provide such other information as the BSCDCL may reasonably require. The BSCDCL also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, SI shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- SI should submit profiles of only those resources who shall be deployed on the project. Any change of resource should be approved by the BSCDCL and compensated with equivalent or better resource. The BSCDCL may interview the resources suggested by SI before their deployment on board. It does not apply in case of change requested by the BSCDCL.
- In case of change in its team members, SI shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.

- SI shall ensure that SI's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. SI shall ensure that the services are performed through the efforts of SI's Team, in accordance with the terms hereof and to the satisfaction of the BSCDCL. Nothing in this Contract relieves SI from its liabilities or obligations under this Contract to provide the Services in accordance with Contract and the Bid and SI shall be liable for any non-performance, non-compliance, breach or other loss and damage.
- SI shall be fully responsible for deployment / installation / development and integration of all the software components and resolve any problems / issues that may arise due to integration of components.
- SI shall ensure that the OEMs supply equipment/ components including associated accessories and software required and shall support SI in the installation, commissioning, integration and maintenance of these components during the entire period of contract.
- SI shall ensure that the COTS OEMs supply the software applications and shall support SI in the installation / deployment, integration, roll-out and maintenance of these applications during the entire period of contract. It must clearly be understood by SI that warranty and O&M of the system, products and services incorporated as part of system would commence from the day of Go-Live of system as a complete Integrated Solid Waste Management solution including all the solutions proposed.
- All the software licenses that SI proposes should be perpetual software licenses. The software licenses shall not be restricted based on location and the BSCDCL should have the flexibility to use the software licenses for other requirements if required.
- All the OEMs that SI proposes should have Dealer possession licenses.
- SI shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM at the time of submission of bid. If the OEM declares any of the products/ solutions end-of-sale subsequently, the SI shall ensure that the same is supported by the respective OEM for contract period.
- If a product is de-supported by the OEM for any reason whatsoever, from the date of Acceptance of the System till the end of contract, SI should replace the products/ solutions with an alternate that is acceptable to the BSCDCL at no additional cost to the BSCDCL and without causing any performance degradation.
- The Licenses will be in the name of BSCDCL during the project period and after the completion of the project.
- SI shall ensure that the OEMs provide the support and assistance to SI in case of any problems/ issues arising due to integration of components supplied by him with any other component(s)/ product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, SI shall replace the required component(s) with an equivalent or better substitute that is acceptable to BSCDCL without any additional cost to the BSCDCL and without impacting the performance of the solution in any manner whatsoever.
- SI shall ensure that the OEMs for equipment or SI's trained engineers conduct the preventive maintenance on a Quarterly basis and break-fix maintenance in accordance with the best practices followed in the industry. SI shall ensure that the

documentation and training services associated with the components shall be provided by the OEM partner or OEM's certified training partner without any additional cost to the BSCDCL.

- SI shall provision the required critical spares/ components at the designated Datacenter Sites / office locations of the BSCDCL for meeting the uptime commitment of the components supplied by him.
- SI's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. SI's representative(s) shall liaise with the BSCDCL's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. SI shall extend full co-operation to BSCDCL's representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of SI's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service Providers/Vendors of the BSCDCL working at the BSCDCL's office locations & field locations and DC, Cloud and DRC sites. Such SI's representative(s) shall be available to the BSCDCL's Representative at respective Datacenter during the execution of works.
- SI shall be responsible on an ongoing basis for coordination with other vendors and agencies of the BSCDCL in order to resolve issues and oversee implementation of the same.
- SI, BSCDCL and other vendors shall be responsible for resolving conflicts with vendors in case of borderline integration issues. (BSCDCL will confirm responsibility of each party). However, SI shall not be liable for any delay caused due to non-cooperation of any of the Vendors of Agencies.

1.30.1. ACCESS TO SITES

- Sites would include transfer stations, landfill etc.
- The BSCDCL's representative upon receipt of request from SI intimating commencement of activities at various locations shall give to SI access to as much of the Sites as may be necessary to enable SI to commence and proceed with the installation of the works in accordance with the program of work. Any reasonable proposal of SI for access to Site to proceed with the installation of work in accordance with the program of work shall be considered for approval and shall not be unreasonably withheld by the BSCDCL. Such requests shall be made to the BSCDCL's representative in writing at least 7 days prior to start of the work.
- At the site locations, the BSCDCL's representative shall give to SI access to as much as may be necessary to enable SI to commence and proceed with the installation of the works in accordance with the program of work or for performance of Facilities Management Services.

1.30.2. START OF INSTALLATION

- SI shall co-ordinate with the BSCDCL and stakeholders for the complete setup of sites before commencement of installation of other areas as mentioned in [Section 2- Scope of Work](#): of the RFP document. BSCDCL will provide a SPOC for the same.
- The plan and design documents thus developed shall be submitted by SI for approval by the BSCDCL
- After obtaining the approval from the BSCDCL, SI shall commence the installation.

1.30.3. REPORTING PROGRESS

- SI shall monitor progress of all the activities related to the execution of this contract and shall submit to the BSCDCL, progress reports with reference to all related work, milestones and their progress during the implementation phase.
- Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. The BSCDCL on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- Periodic meetings shall be held between the representatives of the BSCDCL and SI once in every 7 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by BSCDCL, to discuss the performance of the contract.
- SI shall ensure that the SPOC from the respective modules teams involved in the execution of work are part of such meetings.
- Several review committees involving representative of the BSCDCL and senior officials of SI shall be formed for the purpose of this project. These committees shall meet at intervals, as decided by the BSCDCL, to oversee the progress of the implementation.
- All the goods, services and manpower to be provided / deployed by SI under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of BSCDCL in accordance with the Contract.
- The BSCDCL reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract. The BSCDCL may demand and upon such demand being made, SI shall provide documents, data, material or any other information which the BSCDCL may require, to enable it to assess the progress/ performance of the work / service.
- At any time during the course of the Contract, the BSCDCL shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the project performance by SI of its obligations/ functions in accordance with the standards committed to or required by the BSCDCL and SI undertakes to cooperate with and provide to the BSCDCL/ any other agency appointed by the BSCDCL, all Documents and other details as may be required by them for this purpose. Such audit shall not include SI's books of accounts.

- Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the BSCDCL's representative shall so notify SI in writing.
- SI shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. SI shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the BSCDCL that the actual progress of work does not conform to the approved plan SI shall produce at the request of the BSCDCL's representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.
- The submission seeking approval by the BSCDCL or BSCDCL's representative of such plan shall not relieve SI of any of his duties or responsibilities under the Contract.
- In case during execution of works, the progress falls behind schedule or does not meet the RFP requirements, SI shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra man power/ resources shall be submitted to the BSCDCL for its review and approval. All time and cost effect in this respect shall be borne, by SI within the contract value.

1.30.4. KNOWLEDGE OF SOLID WASTE MANAGEMENT OPERATIONS ETC.

- SI shall be granted access to the transfer stations, landfill site etc. for inspection and planning, by the BSCDCL before commencement of installation.
- SI shall be deemed to have knowledge of the Solid Waste Management operation, vehicle tracking etc. and information available in connection therewith and to have satisfied itself the form and nature thereof including, the data contained in the Bidding Documents, the physical and climatic conditions, the quantities and nature of the works and materials necessary for the completion of the works, the means of access, etc. and in general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during pre-installation survey / during delivery or installation, SI detects physical conditions and/or obstructions affecting the work, SI shall take all measures to overcome them.

1.30.5. PROJECT PLAN

- Within 7 calendar days of effective date of the contract/ Issuance of LoA, SI shall submit to the BSCDCL for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which he proposes to carry out the works. The Plan so submitted by SI shall conform to the requirements and timelines specified in the Contract. The BSCDCL and SI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which SI intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles

and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the BSCDCL's representative of the Project Plan shall not relieve SI of any of his duties or responsibilities under the Contract.

- If SI's work plans necessitate a disruption/ shutdown in BSCDCL's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of SI to develop/adhere such a work plan shall be to his account.

1.30.6. ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION

- SI's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by BSCDCL shall be applicable in the performance of this Contract and SI's Team shall abide by these laws.
- SI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. SI's Team shall adhere to all security requirement/ regulations of the BSCDCL during the execution of the work. BSCDCL's employee also shall comply with safety procedures/ policy.
- SI shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- Statutory Requirements
- During the tenure of this Contract nothing shall be done by SI or his team including consortium in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep BSCDCL indemnified in this regard.

1.31. BSCDCL'S OBLIGATIONS

- BSCDCL or his nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to SI.
- BSCDCL shall ensure that timely approval is provided to SI as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this contract.
- The BSCDCL's representative shall interface with SI, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. BSCDCL shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental

- agencies, in cases, where the intervention of the BSCDCL is proper and necessary.
- BSCDCL may provide on SI's request, particulars/ information/ or documentation that may be required by SI for proper planning and execution of work and for providing services covered under this contract and for which SI may have to coordinate with respective vendors.
 - BSCDCL shall provide to SI only sitting space and basic infrastructure not including, internet, stationery and other consumables at the BSCDCL's/BSCDCL office locations.
 - BSCDCL shall make the project sites ready as per the agreed specifications, within the agreed timelines. BSCDCL agrees that SI shall not be in any manner liable for any delay arising out of BSCDCL's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.

1.32. PAYMENTS

- BSCDCL shall make payments to SI at the time and in the manner set out in the Payment schedule as specified in Sections in RFP subject to the penalties as mentioned under Clauses of [Section "Service Levels"](#) of RFP. BSCDCL shall make all efforts to make payments to SI within 30 days of receipt of invoice(s) and all necessary supporting documents.
- All payments agreed to be made by BSCDCL to SI in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and BSCDCL shall not be liable to pay any such taxes, levies/ other charges under or in relation to this Contract and/or the Services.
- No invoice for extra work/change order on account of change order shall be submitted by SI unless the said extra work /change order has been authorized/approved by the BSCDCL in writing in accordance with Change Control Note ([Annexure I](#) of this section of the RFP)
- In the event of BSCDCL noticing at any time that any amount has been disbursed wrongly to SI or any other amount is due from SI to the BSCDCL, the BSCDCL may without prejudice to its rights recover such amounts by other means after notifying SI or deduct such amount from any payment falling due to SI. The details of such recovery, if any, shall be intimated to SI. SI shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the BSCDCL or SI.
- All payments to SI shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which BSCDCL may have paid or incurred, for which under the provisions of the Contract, SI is liable, the same shall be deducted by BSCDCL from any dues to SI. All payments to SI shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the BSCDCL to SI on chargeable basis.

1.33.TAXES

- SI shall bear all personnel taxes levied or imposed on its personnel, or any other member of SI's Team, etc. on account of payment received under this Contract. SI shall bear all corporate taxes, levied or imposed on SI on account of payments received by it from the BSCDCL for the work done under this Contract.
- SI shall bear all taxes and duties etc. levied or imposed on SI under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the BSCDCL under the Contract. It shall be the responsibility of SI to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. SI shall also provide the BSCDCL such information, as it may be required in regard to SI's details of payment made by the BSCDCL under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the BSCDCL shall at all times be in accordance with Indian Tax Law and the BSCDCL shall promptly furnish to SI original certificates for tax deduction at source and paid to the Tax Authorities.
- SI agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- SIs shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the BSCDCL under the Agreement. All such taxes must be included by SIs in the financial proposal. (SI to find out applicable taxes for the components being proposed.)
- If SI fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned BSCDCL, SI shall pay the same. SI shall indemnify BSCDCL against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax BSCDCL may assess or levy against the BSCDCL/SI.
- Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new tax or reduction in rate of taxes or abolition of existing taxes due to a new tax legislation or otherwise, shall be borne by the Customer/BSCDCL. An equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from as the case may be.”

1.34. INDEMNITY

SI shall indemnify the BSCDCL from and against any cost, loss, damages, expense, claims including those arising from third parties incurred inter alia during and after the Contract period out of:

- Any gross negligence or willful wrongful act or willful omission by SI in connection with or incidental to this Contract; or
- Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof if it is solely attributable to SI

1.35. TERM AND EXTENSION OF THE CONTRACT

- The Contract period shall commence from the date of signing of contract, and shall remain valid for 36 Months from the date of Go Live of the system.
- The BSCDCL shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to SI, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant SI an extension of the Term. The decision to grant or refuse the extension shall be at the BSCDCL's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the BSCDCL and SI.
- Where the BSCDCL is of the view that no further extension of the term be granted to SI, the BSCDCL shall notify SI of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, SI shall continue to perform all its obligations hereunder, and adequately train BSCDCL Staff and transfer all project assets until such reasonable time beyond the Term of the Contract within which, the BSCDCL shall either appoint an alternative agency/SI or create its own infrastructure to operate such Services as are provided under this Contract.

1.36. DISPUTE RESOLUTION

- In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
- If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall

endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.

- The Arbitration proceedings shall be held in Bhopal City, India.
- The Arbitration proceeding shall be governed by the substantive laws of India.
- The proceedings of Arbitration shall be in Hindi/English language.
- Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.
- In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- Any letter, notice or other communications dispatched to SI relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the BSCDCL by SI shall be deemed to have been received by SI although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever.
- If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the BSCDCL to appoint another person in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

1.37.TIME IS OF THE ESSENCE

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by SI by the specified completion date.

1.38.CONFLICT OF INTEREST

SI shall disclose to the BSCDCL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for SI or SI's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

1.39.PUBLICITY

SI shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the BSCDCL gives SI its prior written consent.

1.40.FORCE MAJEURE

- Force Majeure shall not include any events caused due to acts/ omissions of SI resulting in a breach/ contravention of any of the terms of the Contract and/or SI's Bid. It shall also not include any default on the part of SI due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.
- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of SI in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- In case of a Force Majeure, all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of

the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

1.41.DELIVERY

- SI shall bear the cost for packing, transport, insurance, storage and delivery of all the goods for “Selection of SI for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System” at all locations identified by the BSCDCL in City.
- The Goods and manpower supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by BSCDCL.

1.42.INSURANCE

- The Goods supplied under this Contract shall be comprehensively insured by SI at his own cost, against any loss or damage, for the entire period of the contract. SI shall submit to the BSCDCL, documentary evidence issued by the insurance company, indicating that such insurance has been taken. Insurance to be issued on the name of BSCDCL.
- SI shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by SI.
- SI shall take out and maintain at its own cost, on terms and conditions approved by the BSCDCL, insurance against the risks, and for the coverages, as specified below;
- At the BSCDCL’s request, shall provide evidence to the BSCDCL showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

1.43.TRANSFER OF OWNERSHIP

- SI must transfer all titles to the assets and goods procured for the purpose of the project to the BSCDCL at the time of transfer of possession of System or Go-Live whichever is earlier. This includes all licenses, titles, source code, certificates, etc. related to the system designed, developed, installed and maintained by SI. SI is expected to provide source code and ownership right of only those solutions which would be customized by SI for the use of BSCDCL. For any pre-existing work, SI and BSCDCL shall be held jointly responsible and its use in any other project by SI shall be

decided on mutual consent.

- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the BSCDCL, SI shall deliver to the BSCDCL all Documents provided by or originating from the BSCDCL and all Documents produced by or from or for SI in the course of performing the Services, unless otherwise directed in writing by the BSCDCL at no additional cost. SI shall not, without the prior written consent of the BSCDCL store, copy, distribute or retain any such Documents.

1.44.EXIT MANAGEMENT PLAN

- An Exit Management plan shall be furnished by SI in writing to the BSCDCL within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.
- A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
- Exit Management plan in case of normal termination of Contract period
- Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
- Exit Management plan in case of termination of SI
- Exit Management plan at the minimum adhere to the following:
- Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment's, change requests if any, source codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/ BSCDCL
- Certificate of Acceptance from authorized representative of Replacement Service Provider issued to SI on successful completion of handover and knowledge transfer
- In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both SI and BSCDCL shall comply with the Exit Management Plan.
- During the exit management period, SI shall use its best efforts to deliver the services.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.45. PERFORMANCE SECURITY

- SI shall furnish Performance Security to the BSCDCL at the time of signing the Contract which shall be equal to 5% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalized / Scheduled Commercial Bank in the Proforma given in Annexure 8 RFP within 15 days after issuance of Letter of Acceptance (LOA) which would be valid up to a period of six months after the contract completion period.
- LIQUIDATED DAMAGES
- If SI fails to supply, install or maintain any or all of the goods as per the contract, within the time period(s) specified in the RFP, the BSCDCL without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1 % per week or part thereof of contract value for a milestone/quarter. (Refer [section 5.3.2.](#) for details)
- The deduction shall not in any case exceed 5 % of the contract value.
- The BSCDCL may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to SI in its hands (which includes the BSCDCL's right to claim such amount against SI's Bank Guarantee) or which may become due to SI. Any such recovery or liquidated damages shall not in any way relieve SI from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- Delay not attributable to SI shall be considered for exclusion for the purpose of computing liquidated damages.

1.46. LIMITATION OF LIABILITY:

- Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- Except in case of gross negligence or willful misconduct on the part of SI or on the part of any person or company acting on behalf of SI in carrying out the Services, SI shall not be liable to the BSCDCL:
- for any indirect or consequential loss or damage; and
- For any direct loss or damage that exceeds the total aggregate payments payable under the contract to SI.
- This limitation of liability shall not affect SI liability, if any, for damage to Third Parties caused by SI or any person or company acting on behalf of SI in carrying out the Services.

1.47. OWNERSHIP AND RETENTION OF DOCUMENTS

- The BSCDCL shall own the Documents, prepared by or for SI arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the BSCDCL, SI shall deliver to the BSCDCL all documents provided by or originating from the BSCDCL and all documents produced by or for SI in the course of performing the Services, unless otherwise directed in writing by the BSCDCL at no additional cost. SI shall not, without the prior written consent of the BSCDCL store, copy, distribute or retain any such documents.

1.48. INFORMATION SECURITY

- SI shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods /material proprietary to BSCDCL into / out of any location without written permission from the BSCDCL.
- SI shall not destroy any unwanted documents, defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the BSCDCL.
- All documentation and media at any location shall be properly identified, labeled and numbered by SI. SI shall keep track of all such items and provide a summary report of these items to the BSCDCL whenever asked for.
- Access to BSCDCL's data and systems, Internet facility by SI at any location shall be in accordance with the written permission by the BSCDCL. The BSCDCL shall allow SI to use facility in a limited manner subject to availability. It is the responsibility of SI to prepare and equip himself in order to meet the requirements.
- SI must acknowledge that BSCDCL's business data and other BSCDCL proprietary information or materials, whether developed by BSCDCL or being used by BSCDCL pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to BSCDCL; and SI along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by SI to protect its own proprietary information. SI recognizes that the goodwill of BSCDCL depends, among other things, upon SI keeping such proprietary information confidential and that unauthorized disclosure of the same by SI or its team could damage the goodwill of BSCDCL, and that by reason of SI's duties hereunder. SI may come into possession of such proprietary information, even though SI does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. SI shall use such information only for the purpose of performing the said services.
- SI shall, upon termination of this agreement for any reason, or upon demand by BSCDCL, whichever is earliest, return any and all information provided to SI by

- BSCDCL, including any copies or reproductions, both hard copy and electronic.
- By virtue of the Contract, SI team may have access to personal information of the BSCDCL and/or a third party. The BSCDCL has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of SI team in the course of performing the Services under the Contract.

1.49.RECORDS OF CONTRACT DOCUMENTS

- SI shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation for him to fulfil his duties under the Contract.
- SI shall keep on the Site at least three copies of each and every specification and Contract Document, in excess of his own requirement and those copies shall be available at all times for use by the BSCDCL's Representative and by any other person authorized by the BSCDCL's Representative.

1.50.SECURITY AND SAFETY

- SI shall comply with the directions issued from time to time by the BSCDCL and the standards related to the security and safety, in so far as it applies to the provision of the Services.
- SI shall upon reasonable request by the BSCDCL, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

1.51.CONFIDENTIALITY

- SI shall not, either during the term or after expiration of this Contract for a period of one year, disclose any proprietary or confidential information relating to the Services/Contract and/or BSCDCL's business/ operations, information, ,SI shall maintain the confidentiality of the software build. In case the information regarding application/software, business data, architecture schematics, designs and other information/documents needs to be shared, the SI shall take prior written consent of the BSCDCL.
- The BSCDCL reserves the right to adopt legal proceedings, civil or criminal, against SI in relation to a dispute arising out of breach of obligation by SI under this clause.
- SI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the BSCDCL to the satisfaction of the BSCDCL.
- SI shall notify the BSCDCL promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the BSCDCL of the BSCDCL.

- SI shall be liable to fully recompense the BSCDCL for any loss of revenue arising from breach of confidentiality.
- Confidentiality Obligation under this clause shall not be applicable if the information has been developed independently by either party, if information has been obtained legally from third party. If Information has to be disclosed to third party. The Confidentiality Obligation applicable to SI shall apply mutatis mutandis on BSCDCL for the information shared under this clause.

1.52. EVENTS OF DEFAULT BY SI

The failure on the part of SI to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of SI. The events of default are limited to:

- SI/ SI's Team has failed to perform any instructions or directives issued by the BSCDCL which it deems proper and necessary to execute the scope of work or provide services under the Contract and if not followed would create adverse impact on the performance, or
- SI/ SI's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Levels, or if SI has fallen short of matching such standards / benchmarks / targets as the BSCDCL may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of SI maybe in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the BSCDCL in this RFP/Contract;
- SI has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the BSCDCL in the contract/MSA, despite being served with a default notice which laid down the specific deviance on the part of SI/SI's Team to comply with any stipulations or standards as laid down by the BSCDCL; or
- SI/SI's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the BSCDCL during the term of this Contract and which the BSCDCL deems proper and necessary for the execution of the scope of work under this Contract which if not executed would make it impossible to perform the contract provided such change does not create any commercial impact on SI.
- SI/SI's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to SI.
- SI/ SI's Team has failed to comply with or is in breach or contravention of any

applicable laws.

Where there has been an occurrence of such defaults inter alia as stated above, the BSCDCL shall issue a notice of default to SI, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to SI by the BSCDCL, SI fails to remedy the default to the satisfaction of the BSCDCL, the BSCDCL may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

1.53. TERMINATION

The BSCDCL may, terminate this Contract in whole or in part by giving SI a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- Where the BSCDCL is of the opinion that there has been such Event of Default on the part of SI/SI's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of SI to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- Where it comes to the BSCDCL's attention that SI (or SI's Team) is in a position of actual conflict of interest with the interests of the BSCDCL, in relation to any of terms of SI's Bid, the RFP or this Contract.
- Where SI's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against SI, any failure by SI to pay any of its dues to its creditors, the institution of any winding up proceedings against SI or the happening of any such events that are adverse to the commercial viability of SI. In the event of the happening of any events of the above nature, the BSCDCL shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity
- Termination for Insolvency: The BSCDCL may at any time terminate the Contract by giving written notice to SI, without compensation to SI, if SI becomes bankrupt or otherwise insolvent provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the BSCDCL.
- SI may, subject to approval by the BSCDCL, terminate this Contract before the expiry of the term by giving the BSCDCL a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

1.54.CONSEQUENCE OF TERMINATION

- In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract. SI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the BSCDCL and/ or the successor agency/ service provider, as may be required, to take over the obligations of SI in relation to the execution/continued execution of the requirements of the Contract on such terms and conditions as may be mutually decided..
- Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of SI or due to the fact that the survival of SI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the BSCDCL, shall pay SI for that part of the Services which have been performed by SI up to the date of termination.
- Nothing herein shall restrict the right of the BSCDCL to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the BSCDCL under law.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

1.55.CHANGE CONTROL NOTE (CCN)

- This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by SI and changes to the terms of payment.
- Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN (Annexure I, of the RFP). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the BSCDCL.
- SI and the BSCDCL while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

1.56.QUOTATION

- SI shall assess the CCN and complete Part B of the CCN. In completing Part B of the

CCN SI/Lead Member shall provide as a minimum:

- a description of the change;
- a list of deliverables required for implementing the change;
- a timetable for implementation;
- an estimate of any proposed change;
- any relevant acceptance criteria;
- an assessment of the value of the proposed change;
- Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.
- Prior to submission of the completed CCN to the BSCDCL or its nominated agencies, SI shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, SI shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.
- Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided SI meets the obligations as set in the CCN. In the event SI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by SI. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

SERVICE LEVELS

1.57.PURPOSE

- The purpose is to define the levels of service provided by SI to the BSCDCL for the duration of the contract. The benefits of this are:
- Start a process that applies to BSCDCL and SI attention to some aspect of performance, only when that aspect drops below the threshold defined by the BSCDCL.
- Help the BSCDCL control the levels and performance of SI's services
- The Service Levels are between the BSCDCL and SI.

1.58.SERVICE LEVEL AGREEMENTS & TARGETS

- This section is agreed to by BSCDCL and SI as the key performance indicator for the project. This may be reviewed and revised according to the procedures detailed in Clause 43 SLA Change Control.
- The following section reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in the following tables are for the period of contract.
- The procedures in Clause 43 shall be used if there is a dispute between BSCDCL and SI on what the permanent targets should be.

1.59.GENERAL PRINCIPLES OF SERVICE LEVEL AGREEMENTS

The Service Level agreements have been logically segregated in the following categories:

1.59.1. LIQUIDATED DAMAGES

The liquidated damages shall come into effect once the notification of Award has been issued by the BSCDCL. It would be mainly applicable on the implementation phase of the project.

1.59.2. SERVICE LEVEL AGREEMENT

Service Level Agreement (SLA) shall become the part of contract between BSCDCL and the SI. SLA defines the terms of the SI's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as

detailed in this section.

- The SI has to comply with service level requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this contract i.e. during implementation phase and for a period of three (3) years. The SI has to supply appropriate software/ as may be required to monitor and submit reports of all the SLAs mentioned in this section of RFP.
- For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:
- “Total Time” - Total number of hours in the quarter (or the concerned period) being considered for evaluation of SLA performance.
- "Uptime" – Time period for which the specified services/outcomes are available in the period being considered for evaluation of SLA. Formula for calculation of Uptime:
$$\text{Uptime (\%)} = \{1 - [(\text{Downtime}) / (\text{Total time} - \text{scheduled maintenance time})]\} * 100$$
- “Downtime”- Time period for which the specified services/components/outcomes are not available in the concerned period, being considered for evaluation of SLA, which would exclude downtime owing to Force Majeure & Reasons beyond control of the SI.
- “Scheduled Maintenance Time” - Time period for which the specified services/components with specified technical and service standards are not available due to scheduled maintenance activity. The SI is required to take at least 10 days prior approval from BSCDCL for any such activity. The scheduled maintenance should be carried out during non- peak hours (like post mid-night, and should not be for more than 4 hours. Such planned downtime would be granted max 4 times a year.
- “Incident” - Any event/abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.

1.59.3. PRE-IMPLEMENTATION SLAS

- These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable.
- These SLAs for completion of individual payment milestones listed in the implementation schedule [Section 2.12](#) of the RFP. For delay of every week in completion & submission of the deliverable mentioned in the RFP, the SI would be charged with a penalty as follows:

Delay (Weeks)	Penalty % on the respective Payment milestone value
1	1%
3	3%
5	5%
7	10%

- The upper limit of penalty would be capped at 10% of the respective Payment Milestone value. In case the SI reaches 10% of the respective Payment Milestone value in the form of penalty at any point of time during pre-implementation phase, BSCDCL reserves the right to invoke the termination clause.

1.59.4. POST-IMPLEMENTATION SLAS

- These SLAs shall be used to evaluate the performance of the services on monthly basis.
- Penalty levied for non- performance as per SLA requirements shall be deducted through subsequent payments due from BSCDCL or through the Performance Bank Guarantee.
- The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. All such required tools should be provided by the SI. BSCDCL will have the BSCDCL to audit these tools for accuracy and reliability.
- The upper limit of penalty would be capped at 10% of the OPEX value for each quarter. In case the calculated penalty crosses 10% penalty of the OPEX value in 2 subsequent quarters, BSCDCL reserves the right to invoke the termination clause.

S.No	Uptime SLA	Penalty Clause
1	Uptime >= 99%	No Deduction
2	Uptime < 99%	(99- Uptime %) of monthly Operational Expense for the component. For example if uptime of component is 95%, then penalty imposed will be 99%-95% i.e. 4% equivalent Quarterly installment of operational expenses.

Uptime definition: All devices have to be working and deliver the desired results. The no. of hours that the particular device/equipment does not work will be treated as down time. Uptime shall be calculated as **Uptime(%)={1-[(Downtime)/(Totaltime-scheduled maintenance time)]}*100.**

The penalties would be levied for every unit down time hour.

1.59.5. SLA FOR ISSUE RESOLUTION

S.No	Parameter	Metric	Frequency	Penalty
1	Severity 1 Issue	Resolution Time: <= 8 Working Hrs.from the time the call is logged by end user.	Daily	0.05%ofmonthlyOPEX value per week for the firsttwoweeksforeach occurrence, 0.1% of monthly OPEX value per week for every subsequent week, subject to a maximum of 10% post which BSCDCL may invoke annulment Of the contract.
2	Severity 2 Issue	Resolution Time: <= 4 Working Days from the time the call is logged by end user.	Daily	0.05%ofmonthlyOPEX value per week for the firsttwoweeksforeach occurrence, 0.1% of monthly OPEX value per week for every subsequent week, subject to a maximum of 10% post which BSCDCL may invoke annulment Of the contract.
	Severity 3 Issue	Resolution Time: <= 10 Working Days from the time the call is logged by end user.	Daily	0.05%ofmonthlyOPEX value per week for the firsttwoweeksforeach occurrence, 0.1% of monthly OPEX value per week for every subsequent week, subject to a maximum of 10% post which BSCDCL may invoke annulment Of the contract.

	Severity 4 Issue	Resolution Time: <= 20 Working Days from the time the call is logged by end user.	Daily	0.05% of monthly OPEX value per week for the first two weeks for each occurrence, 0.1% of monthly OPEX value per week for every subsequent week, subject to a maximum of 10% post which BSCDCL may invoke annulment Of the contract.
--	------------------	--	-------	---

3.2. Definitions:

Severity 1: Web Portal or Mobile App or Integrated Solid Waste Management solution down for more than 60% users.

Severity 2: Web Portal or Mobile App or Integrated Solid Waste Management solution down for more than 30% users.

Severity 3: Modules of Web Portal or Mobile App or Integrated Solid Waste Management solution are not functional for users.

Severity 4: Minor functionality issues with Web Portal or Mobile App or Integrated Solid Waste Management solution

1.59.6. MISCELLANEOUS SLAS

S. No	Parameter	Metric	Frequency	Penalty
2	Manpower Availability & Readiness	100% as per requirement timelines	Daily	Rs1,000 per day incase there is shortage in manpower deployment or lack of adequate skills

4	Resource Replacement	Within 7 days of exit of resource (in case of BSCDCL initiated or supplier initiated)	Per Occurrence	Rs. 5,000 per day of unavailability of resource
5	Application Security	Cyber Crime/Hacking/Data Theft/Fraud attributable to the service provider	Per Occurrence	Depending on the type of incident and its impact, a Penalty of 10% on the entire contract value or in case of severe issue (as defined by BSCDCL) such breach may lead to termination of contract

1.59.7. BSCDCL SITE AVAILABILITY

- The Bidder is expected to submit a quarterly report on the availability to the BSCDCL.
- BSCDCL Site Infrastructure Systems.

1.59.7.1. PRODUCTION ENVIRONMENT COMPLIANCE

Bidder shall ensure that no Non-production activity (issue resolution, bug fixing, UAT, Testing, patch update) is carried out on Production (Live) server. All such activities shall be carried out on a separate Test/ Non-production server by the Bidder. In case of non-compliance, BSCDCL reserves the right to impose penalty, 5% of the subsequent payment, during the period of operation and may also invoke the Termination Clause.

1.59.7.2. BSCDCL SITE APPLICATION PERFORMANCE

The below tables gives details on the Service Levels the Bidder should maintain.

S.	Service Level	Severity of	Measurement
----	---------------	-------------	-------------

No.	Description	Violation	
1	Average Application Response Time	Medium	<p>Average Application Response Time during peak usage hours as measured at any of BSCDCL' s location shall not exceed 3seconds.</p> <p>The list of critical business functions and peak usage hours will be identified by BSCDCL during the Detail Design phase.</p> <p>This service level will be measured on a quarterly basis.</p> <p>Average Application No. of violations to be Response Time over counted for calculation the Quarter of penalty</p> <p>> 3 sec &lt;=5sec 2</p> <p>> 5 sec &lt;=8sec 4</p> <p>>8sec5 for every second increase or part thereof exceeding8seconds</p> <p>In addition to the above, if the average application response time in any month in the Quarter goes beyond 8s,one(1)additional violation will be added for each such month to the overall violations for this service level in the Quarter.</p>

2	Maximum Time for Home Page opening	Low	<p>Maximum Time for Home Page opening during peak usage as measured at any of BSCDCL's location shall not exceed 2 seconds.</p> <p>This service level will be measured on a quarterly basis.</p> <p>Maximum Time for No. of violations to be Home Page opening counted for calculation over the Quarter of penalty</p> <p>> 2 sec & ≤ 4sec 2</p> <p>> 4 sec & ≤ 6sec 3</p> <p>> 6sec⁴ for every second increase or part thereof exceeding 6 seconds</p> <p>In addition to the above, if the Maximum Time for Home Page opening in any month in the Quarter goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p>
3	MenuPage after User Login	Low	<p>Menu Page after User Login opening during peak usage as measured at any of BSCDCL's location shall not exceed 2 seconds.</p> <p>This service level will be measured on a quarterly basis.</p> <p>Menu Page after User No. of violations to be Login opening over the counted for Quarter calculation of penalty</p> <p>> 2 sec & ≤ 4sec 2</p> <p>> 4 sec & ≤ 6sec 3</p> <p>> 6sec⁴ for every second increase or part thereof exceeding 6seconds</p> <p>In addition to the above, if the Menu Page after User Login opening in any month in the Quarter goes beyond 6s, one (1) Additional violation will be added for each such month to the overall violations for this service level in the quarter.</p>
4	Menu Navigation–To display	Low	<p>Menu Navigation–To display the menu as per the defined user role and profile opening during peak usage as measured at any of BSCDCL's location shall</p>

	<p>the menu as per the defined user role and profile</p>		<p>not exceed 2 seconds. This service level will be measured on a quarterly basis.</p> <p>Menu Navigation – To No. of violations to display the menu as per be counted for the defined user role and calculation of profile over the Quarter penalty</p> <p>> 2 sec &lt;=4sec 2 > 4 sec &lt;=6sec 3 > 6 sec 4 for every second increase or part thereof exceeding 6 seconds</p> <p>In addition to the above, if the Menu Navigation – To display the menu as per the defined user role and profile opening in any month in the Quarter goes beyond 6s, one (1) Additional violation will be added for each such month to the overall violations for this service level in the quarter.</p>
5	<p>Screen Opening – To display the selected data entry screen from the menu chosen</p>	Low	<p>Screen Opening – To display the selected data entry screen from the menu chosen during peak usage as measured at any of BSCDCL’s location shall not exceed 2 seconds. This service level will be measured on a quarterly basis.</p>

			Screen Opening – To display the selected data entry screen from the menu chosen over the Quarter	No. of violations to be counted for calculation of penalty
			> 2 sec & ≤ 4 sec	2
			> 4 sec & ≤ 6 sec	3
			> 6 sec	4 for every second increase or part thereof exceeding 6 seconds
<p>In addition to the above, Screen Opening–To display the selected data entry screen from the menu chosen opening in any month in the Quarter goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p>				

6	<p>Response time to commit a transaction</p> <ul style="list-style-type: none"> • Simple Complexity • Medium Complexity • High Complexity <p>(Complexity of the transaction to depend on the complexity of the business logic and stored procedures committed at the database level)</p>	High	<p>Response time to commit a transaction during peak usage as measured at any of BSCDCL's location shall not exceed 4 seconds for Simple transactions, 7 seconds for Medium complexity transactions and 10 seconds for High Complexity transactions.</p> <p>This service level will be measured on a quarterly basis.</p> <p>Penalty for Simple transaction SLA violation</p> <p>Response time to commit No. of violations to a Simple transaction over be counted for the Quarter calculation of penalty</p> <p>> 4 sec & ≤ 6sec 2</p> <p>> 6 sec & ≤ 8sec 3</p> <p>> 8sec 4 for every second increase or part thereof exceeding 8 seconds</p> <p>In addition to the above, Response time to commit a Simple transaction in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p> <p>Penalty for Medium Complexity transaction SLA violation</p>
---	---	------	--

			<p>Response time to commit a Medium Complexity transaction over the Quarter</p>	<p>No. of violations to be counted for calculation of penalty</p>
			<p>> 7 sec & ≤ 9 sec</p>	<p>2</p>
			<p>> 9 sec & ≤ 11 sec</p>	<p>3</p>
			<p>> 11 sec</p>	<p>4 for every second increase or part thereof exceeding 11 seconds</p>

			<p>In addition to the above, Response time to commit a Medium Complexity transaction in any month in the Quarter goes beyond 11s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p> <p>Penalty for High Complexity transaction SLA violation</p> <p>In addition to the above, Response time to commit a High Complexity transaction in any month in the Quarter goes beyond 14s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p>
7	Response time for Screen with	High	Response time for Screen with Query Retrieval during peak usage as measured at any of BSCDCL's location

	<p>Query Retrieval</p> <ul style="list-style-type: none"> • Simple Query • Medium Complexity Query • High Complexity Query <p>(Complexity of the query will depend on the business logic, size of tables in databases being searched, indexing of database and the way procedures are written to retrieve information)</p>		<p>Shall not exceed 4 seconds for Simple Query, 7 seconds for Medium Complexity Query and 10 seconds for High Complexity Query.</p> <p>This service level will be measured on a quarterly basis.</p> <p>Penalty for Simple Query SLA violation</p> <p>Response time for Screen No. of violations to with Query Retrieval for a be counted for Simple Query over the calculation of Quarter penalty</p> <p>> 4 sec & ≤ 6sec 2</p> <p>> 6 sec & ≤ 8sec 3</p> <p>> 8sec 4 for every second increase or part thereof exceeding 8 seconds</p> <p>In addition to the above, Response time for Screen with Query Retrieval for Simple Query in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the over all violations for this service level in the quarter.</p> <p>Penalty for Medium Complexity Query SLA violation</p> <p>Response time for Screen No. of violations to with Query Retrieval for a be counted for Medium level transaction calculation of over the Quarter penalty</p> <p>> 7 sec & ≤ 9sec 2</p> <p>> 9 sec & ≤ 11sec 3</p> <p>> 11sec 4 for every second increase or part thereof exceeding 11 seconds</p> <p>In addition to the above, Response time for Screen with Query Retrieval for Medium Complexity Query in any Month in the Quarter goes beyond 11s, one (1) additional</p>
--	---	--	---

			<p>violation will be added for each such month to the overall violations for this service level in the quarter.</p> <p>Penalty for High Complexity Query SLA violation</p> <p>Response time for Screen No. of violations to with Query Retrieval for a be counted for Complex transaction calculation of over the Quarter penalty</p> <p>>10sec&<=12sec 3 >12sec&<=14sec 4 > 14 sec 5 for every second increase or part thereof exceeding 14 seconds</p> <p>In addition to the above, Response time for Screen with Query Retrieval for High Complexity Query in any month in the Quarter goes beyond 14s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p>
8	<p>Reports Generation Response Time</p> <ul style="list-style-type: none"> • Simple Query • Medium Complexity Query • High Complexity Query <p>(Time of the report generation will depend on the complexity of</p>	Medium	<p>Reports Generation Response Time during peak usage as measured at any of BSCDCL's location shall not exceed 4 seconds for Simple Query, 7 seconds for Medium Complexity Query and 10 seconds for High Complexity Query.</p> <p>This service level will be measured on a quarterly basis.</p> <p>Penalty for Simple Query SLA violation</p> <p>Report Generation No. of violations to Response time from a be counted for Simple Query over the calculation of Quarter penalty</p> <p>> 4 sec &<=6sec 2 > 6 sec &<=8sec 3</p>
	the query, no. of parameters fetched, and level of		<p>> 8 sec</p> <p>4 for every second increase or part thereof exceeding 8 seconds</p>

customization required to generate the report)

In addition to the above, Response time to generate a report from a **Simple Query** in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.

Penalty for Medium Complexity Query SLA violation

Report Generation Response time from a Medium Complexity calculation of Query over the Quarter	No. of violations to be counted for penalty
> 7 sec & ≤ 9sec	2
> 9 sec & ≤ 11sec	3
> 11sec	4 for every second increase or part thereof exceeding 11 seconds

In addition to the above, Response time to generate a report from a **Medium Complexity Query** in any month in the Quarter goes beyond 11s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.

Penalty for High Complexity Query SLA violation

Report Generation Response time from a High Complexity Query over the Quarter	No. of violations to be counted for calculation of penalty
> 10 sec & ≤ 12 sec	3
> 12 sec & ≤ 14 sec	4
> 14 sec	5 for every second increase or part thereof exceeding 14 seconds

			In addition to the above, Response time to generate a report from a High Complexity Query in any month in the Quarter goes beyond 14s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.
9	Maximum time for submission of forms/ data	High	<p>Maximum time for submission of forms/data during peak usage as measured at any of BSCDCL's locations shall not exceed 4 seconds.</p> <p>This service level will be measured on a quarterly basis.</p> <p>Penalty for maximum time for submission of forms SLA violation</p> <p>Response time to commit No. of violations to a Simple transaction over be counted for the Quarter calculation of penalty</p> <p>> 4 sec & ≤ 6sec 2</p> <p>> 6 sec & ≤ 8sec 3</p> <p>> 8sec 4 for every second increase or part thereof exceeding 8 seconds</p> <p>In addition to the above, Maximum time for submission of forms/ data in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p>

1.60. CONDITIONS FOR NO PENALTIES

Penalties shall not be levied on the SI in the following cases:

- There is a force majeure event effecting the SLA which is beyond the control of the SI. Force Majeure events shall be considered in line with the clause mentioned RFP.
- The non-compliance to the SLA has been due to reasons beyond the control of the SI.

1.61. DEEMED ACCEPTANCE AND TRANSFER OF RISK AND TITLE

Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days' time to correct in case of any rejection by BSCDCL.

The title of ownership and risk of the goods supplied under this Contract will be passed onto BSCDCL on acceptance of the delivery of material/s at the mutually agreed location.

1.62. REPORTING PROCEDURE

- SI representative shall prepare and distribute Service level performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to BSCDCL management personnel as directed by BSCDCL.
- Also, SI may be required to get the Service Level performance report audited by a third-party Auditor appointed by the BSCDCL.

1.63. SERVICE LEVEL CHANGE CONTROL

- General: It is acknowledged that this Service levels may change as BSCDCL's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:
 - A process for negotiating changes to the Service Levels
 - An issue management process for documenting and resolving particularly difficult issues.
 - BSCDCL and SI management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
 - Any changes to the levels of service provided during the term of this Agreement shall be requested, documented and negotiated in good faith by both parties. Either party can request a change.
 - Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues shall also be addressed. SI's representative shall maintain and distribute current copies of the Service Level document as directed by BSCDCL. Additional copies of the current Service Levels shall be available at all times to authorized parties.
 - Version Control/Release Management: All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

ANNEXURE

1.64.ANNEXURE 1 - GUIDELINES FOR PRE-QUALIFICATION PROPOSAL

1.64.1. ANNEXURE 1.1 - CHECK-LIST FOR THE PRE-QUALIFICATION PROPOSAL

S No.	List of Documents	File Name / Reference Page No.	Submitted (Y/N)	Description
1.	Proof of Tender Fee and EMD submitted			
2.	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Consortium Agreement (in case of consortium) As per format provided at Annexure 1.5			Name of Lead Member: Name of Consortium member: Date of Agreement:
5.	Power of Attorney in favor of Authorized signatory As per format provided at Annexure 6			Date of PoA: Name of Authorize Person:
6.	Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013/LLPAct2008 / DIPP recognition (in case of start-up)or corresponding Act in abroad			Registration Number: Date of Incorporation:
7.	Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years. Certificate from the Statutory Auditor on turnover details from the "business areas" over the last 3 (Three) audited financial years 2015-16, 2016-17, 2017-18. As per format provided at Annexure 7 Certificate from the Statutory Auditor on net worth.			Year-wise details of turnover Average Turnover: Net worth

1.64.2. ANNEXURE 1.2 - PRE-QUALIFICATION COVER LETTER

(To be submitted on the letterhead of the bidder)

Date:

To

City Engineer (SBM), Office of the Municipal Corporation, Bhopal
IInd Floor, Above Passport office, Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus,
Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

Subject: Bid for “Request for Proposal for Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System”

Ref No: _____

Dear Sir,

With reference to your “Request for Proposal for Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System”, we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- We hereby acknowledge and unconditionally accept that the BSCDCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- We have submitted EMD of INR [] in the form of [.....] and Tender fee of INR [] online through e-Tendering Portal (www.mptenders.gov.in),
- We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by BSCDCL and that we shall remain bound by a communication of acceptance within that time.
- We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- In the event of acceptance of our bid, we do hereby undertake:
- To supply the products and commence services as stipulated in the RFP document
- To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

- We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and _____ handholding support, and inclusive of all out of pocket expenses, taxes (including GST), duties, levies, discounts etc.
- We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- We understand that the BSCDCL may cancel the bidding process at any time and that BSCDCL is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact Shri _____ email at _____

Thanking you,
Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

1.64.3. ANNEXURE 1.3 – FORMAT TO SHARE BIDDER’S AND BIDDING FIRMS PARTICULARS

The Table below provides the form at in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	

5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	EPF Registration No	
7.	Company's GST Registration No.	
8.	Company's Permanent Account Number (PAN)	
9.	Company's Revenue for the last 3 years (Year wise)	
10.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
11.	Telephone number of contact person:	
12.	Mobile number of contact person:	
13.	Fax number of contact person:	
14.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory Name

Seal

1.64.4. ANNEXURE 1.4 – FORMAT TO PROJECT CITATION

Note: The Bidder is required to use the same format for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.

1.64.5. ANNEXURE 1.5 - CONSORTIUM AGREEMENT

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper duly attested by notary public]

This Memorandum of Understanding (MoU) entered in to this day of [Date][Month][Year] at [Place] among (hereinafter referred to as "_____") and having office at [Address], India, as _____ Party of the _____ First Part and (hereinafter referred as "_____") and having office at [Address], as Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS _____, has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in Request for Proposal for Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System for _____:

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations toward each other and their working relationship.

- The purpose of this Agreement is to define the principles of collaboration among the

Parties to:

- Submit a response jointly to Bid for the “Request for Proposal for Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System” as a Consortium.
- Sign Contract in case of award.
- Provide and perform the supplies and services which would be ordered by the BSCDCL pursuant to the Contract.
- This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the BSCDCL for “Request for Proposal for Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System” for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- The Parties shall be jointly and severally responsible and bound towards the BSCDCL for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:
 - To ensure the technical, commercial and administrative co-ordination of the work package
 - To lead the contract negotiations of the work package with the BSCDCL.
 - The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - In case of an award, act as channel of communication between the BSCDCL and the Parties to execute the Contract
 - That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
 - That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
 - Party A: _____
 - Party B: _____
 - That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
 - That this MoU shall be governed in accordance with the laws of India and courts in _____ shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) Witness:

- _____
- _____

1.65.ANNEXURE 2 – GUIDELINES FOR TECHNICAL PROPOSAL

1.65.1. ANNEXURE 2.1 - CHECK-LIST FOR DOCUMENTS TO BE INCLUDED IN TECHNICAL PROPOSAL

S No.	List of Documents	Name of File / Reference page no.	Submitted (Y/N)	Description
1.	Technical Bid Covering Letter			Reference No: Date of Letter:
2.	Technical Compliance Matrix			-
3.	Project Implementation Approach			-
4.	OEM Authorization Form As per format provided at Annexure 2.4			OEM Name: Date:
5.	Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years. Certificate from the Statutory Auditor on turnover details from the "business areas" over the last 3 (Three) audited financial years 2015-16, 2016-17, 2017-18. As per format provided at Annexure 7. Certificate from the Statutory Auditor on net worth.			
6.	Copy of Work order and completion certificate to support that the bidder has completed / substantially completed at least 1 (One) e- governance projects as a System Integrator in India with the project cost not less than Rs. 8 Crore and remaining projects with cost not less than Rs. 5 Crore in last 5 (Five) financial years (as on the last date of bid submission). As per Annexure 2.5			

7.	<p>Copy of Work order and completion certificate to support that Sole Bidder or Lead Member or any member of its consortium should have experience Of large successful Go-Live/ Completed/ongoing project during the last 5 (Five) financial years (as on the last date of bid submission). The project should include any of 2 (two) components of the following:</p> <ul style="list-style-type: none"> • Command Control Center • Work Flow Management Solution • Operation and maintenance services as a SI • Urban/Metropolitan Vehicle Tracking System • Smart Waste Management Solution <p>At least one project should have cost not less than Rs. 8 Crore and rest of the projects not less than Rs.5 Crore. As per Annexure 2.5</p>			
8.	<p>Copies of following Certifications:</p> <ul style="list-style-type: none"> — CMMi Level 3 or above — ISO 9001:2008 — ISO 20000:2011 — ISO/IEC 27001:2013 			
9.	<p>CVs of proposed resources in required format As per Annexure 2.6</p>			
10.	<p>Duly filled 'Technical Compliance Matrix' as per Annexure 2.5.1</p>			

1.65.2. ANNEXURE 2.2. - TECHNICAL BID COVER LETTER

(To be submitted on the Letterhead of the responding firm) Date: dd/mm/yyyy

To

City Engineer (SBM), IInd Floor, Above Passport office,
Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus,
Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

Sub: Request for Proposal for “Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System
REF No.:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the solution / professional services as required and outlined in the RFP for “Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System“

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Solution /Professional Services in “Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System” , put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 5% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and _____.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead _____as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date: (Signature) (Name)

(In the capacity of) [Seal / Stamp of bidder]

1.65.3. ANNEXURE 2.3 - PROJECT IMPLEMENTATION APPROACH

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

- Understanding of requirement and Implementation approach
- Understanding of requirements
- Proposed Architecture and its components
- Work Plan & its adequacy
- Robustness and quality
- End to end integrated solution proposed
- Equipment deployment and integration approach encompassing all solutions
- Timelines and modalities for implementation in a time bound manner
- Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fallback strategy and planning during rollout
- Any other area relevant to the scope of work and other requirements of the project
- Assessment of Manpower deployment, Training and Handholding plan
- Deployment strategy of Manpower
- Contingency management
- Mobilization of existing resources and additional resources as required
- Training and handholding strategy
- Project Monitoring and Communication Plan– Bidder's approach to project monitoring and communications among stakeholders.
- Risk Management Plan– Bidder's approach to identify, respond / manage and mitigate risks
- Quality Control plan – Bidder's approach to ensure quality of work and deliverables
- Escalation matrix during contract period

Note:

- All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.

1.65.4. ANNEXURE 2.4. - FORMAT FOR OEM AUTHORIZATION

(This form has to be provided by the OEMs of the products proposed)

Date:

To,

City Engineer (SBM), IInd Floor, Above Passport office,
Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus,
Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

RFP Ref: <-->

Dear Sir,

We,(name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at (addresses of manufacturing / development locations) do hereby authorize M/s

(name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above-mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 5(Five) years from the date of Submission of the Bid.

Yours faithfully, (Name)
(Name of Producers)

Note: This letter of ULB should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

1.65.5. ANNEXURE 2.5 – FORMAT FOR PROJECT CITATION

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the technical qualification criteria

Item	Details	Attachment Ref. Number
Name of the project		
ULB for which the project was executed		
Name and contact details of the ULB		
Project Details		
Description of the project		
Scope of services		
Outcomes of the project		
Other Details		
Total cost of the project		
Total cost of the services provided by the Bidder		
Duration of the project (no. of months, start date, completion date, current status)		

Other Relevant Information		
Letter from the ULB to indicate the successful completion of the projects (if any)		
Copy of Work Order/Agreement		

1.65.6. ANNEXURE 2.6 –FORMAT FOR CV OF KEY PERSONNEL

1	Name of the Staff				
2	Current Designation in the Organization				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education				
7	Summary of Key Training and Certifications				
8	Countries of Work Experience				
9	Language Proficiency	Language	Reading	Writing	Speaking
10	Employment Record (For the total relevant experience)	From / To:			
		Employer:			
		Position Held:			
11	Total No. of Years of Work Experience				
12	Total No. of Years of Experience for the Role proposed				
13	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)				
	Name of assignment or				

	project:	
	Year :	
	Location:	
	ULB:	
	Main project features:	
	Positions held:	
14	<p>Certifications</p> <p>I, the undersigned certify that:</p> <p>To the best of my knowledge and belief, this CV correctly describes me, my Qualifications, and my experience. Yes/No</p> <p>I understand that my willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Name & Signature (Authorized Representative)</p>	

1.66.ANNEXURE 3 – GUIDELINES FOR FINANCIAL PROPOSAL

1.66.1. ANNEXURE 3.1 – FINANCIALPROPOSAL COVER LETTER (TO BE SUBMITTED ON THE LETTERHEAD OF THE BIDDER)

Date: dd/mm/yyyy

To,

City Engineer (SBM), IIInd Floor, Above Passport office,
Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus,
Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

Subject: Bid for the Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System.

REF No.:_____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Agreement & in conformity with the said bidding document for the same.

- I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of taxes/duties as mentioned in the financial bid (BoQ).

- I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
- I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
- I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by _____;
- I/We understand that any additional software required to make the entire solution operational shall have to be provided by us.
- I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
- I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Date:

Place:

Name and seal of Bidder/Lead Member

1.66.2. ANNEXURE 3.2 – FORMAT OF FINANCIAL PROPOSAL FORMAT & INSTRUCTIONS

(TO BE SUBMITTED ONLINE ONLY)

To be submitted on **e-Tendering Portal** only (i.e. _____) REF No.:

Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System (Inclusive of all taxes and duties)

1.66.2.1. TOTAL PRICE SUMMARY

S No	Head	Amount (In INR)	Amount (In Words)
1	Total CAPEX		
2	Total OPEX for 3 years		
	Grand Total (1 + 2)		

NOTE: CAPEX shall not be more than 80% of the total project cost.

OPEX shall not be less than 20% of the total project cost.

1.66.2.2. PRICE COMPONENT FOR CAPEX:

The Bidder shall consider all the components and quantity to fulfill the RFP and project requirements in totality.

Sr. No.	Item Description	Quantity (Q)	Unit Rate (in INR) (R)	Total Price P= Q x R (in INR)
A	Services / Software Application / Hardware / Development and Customization			
A1	Application Licensing	Lumpsum		
A2	Application customization & integration	Lumpsum		
A3	Hardware Components: • 300 Consoles	Lumpsum		
A4	Training & Capacity Building	Lumpsum		
TOTAL CAPEX Amount (A1 + A2 + A3 + A4) = (INR)				
TOTAL CAPEX Amount in Words				

1.66.2.3. PRICE COMPONENT FOR OPEX (INCLUDING ALL INCIDENTAL AND LOGISTICS COSTS)

S. No.	Period	Quantity	Annual Operation and Maintenance Cost(INR)
C	Software, Services, etc.		
C1	Year 3	Lumpsum	
Total Cost of C (C1) (In INR)			
D	Human Resources		
D1	Year 3	Lumpsum	
Total Cost of D (D1) (In INR)			
TOTAL OPEX Amount = C + D (INR)			
TOTAL OPEX Amount in Words			

Instructions:

- The actual quantity for the given items may vary. Payment shall be made based on unit cost quoted for the particular item on actual work/item undertaken/supplied.
- All items provided should be under Insurance. The Insurance should be for entire duration of the Project (including 3 Year of O&M) and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- Value quoted as total price must contain all the components required for the successful implementation of the project. Nothing extra will be paid by the BSCDCL beyond the value quoted in the above form.
- Price to be inclusive of all adjunct / ancillary software, services and works, whether specifically mentioned or not
- BSCDCL shall take into account all Taxes, Duties & Levies for the purpose of evaluation.
- The Bidder needs to account for all Incidental as well as Out of Pocket expenses, no additional payment shall be made by BSCDCL whatsoever for any omission.
- Bidder should refer the RFP for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- Bidders must carefully read the scope, Technical Requirements and the SLAs mentioned in the RFP and accordingly propose the software and services and their respective quantities required to completely meet the requirements of this RFP.
- The extension of the Operation and Maintenance contract after 1 year shall be based on the performance of SI and mutual agreement between SI and the BSCDCL.

1.67.ANNEXURE 4 - FORMAT FOR DECLARATION BY THE BIDDER FOR NOT BEING BLACKLISTED / DEBARRED

(To be submitted on the Letterhead of the Bidder) Date: dd/mm/yyyy

To,
City Engineer (SBM), IInd Floor, Above Passport office,
Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus,
Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

REF No.:

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, _____ reserves the right to reject the Bid or terminate the Contract without any compensation to the successful bidder.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

1.68.ANNEXURE 5 - FORMAT OF SENDING PRE-BID QUERIES

REF No.:

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required

1				
2				

Signature:

Name of the Authorized signatory: Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.

1.69.ANNEXURE 6 - POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Know by all men by these presents, We____(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____

as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “Request for Proposal for Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System for _____”, including signing and submission of all documents and providing information / responses to the _____, representing us in all matters before _____, and generally dealing with the _____in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For Name:

Designation: Date:

Time: Seal:

Business Address:

Accepted,

(Signature)

(Name, Title and Address of the Attorney)

Note:

- 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.

- The Power of Attorney shall be provided on Rs.100/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Lead Member has to submit the Power of Attorney in favor of Authorized signatory in below given format in case of Consortium.

POWER OF ATTORNEY FOR LEAD MEMBER BY CONSORTIUM MEMBER

_____ has invited Bids from interested companies for “Request for Proposal for Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System”(“Project”).

Whereas, -----, and (collectively the "Consortium") being members of the Consortium are interested in offering for the services in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and BSCDCL to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project.

Whereas, we have decided that M/sshall be Lead Member of this Consortium. NOW THEREFORE KNO W ALL MEN BY THESE PRESENTS

We, _____ having our registered office at....., (hereinafter referred to as the "Member") do hereby designate, nominate, constitute, appoint and authorize _____ having its registered office at _____, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf the Consortium and any one of us during the Bid process and, in the event the Consortium is awarded the Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium, including but not limited to signing and submission of all Applications, Proposals and other Documents and writings, participate in pre-proposal and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Consortium and generally to represent the Consortium in all its dealings with the _____ and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the above Project and/or upon award thereof till the Contract Agreement is entered into with the _____.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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/Consortium.

IN WITNESS WHEREOF WE THE MEMBER ABOVE NAMED HAVE EXECUTED THIS POWER OF

ATTORNEY ON THIS DAY OF
.....2019

For
(Name & Title)

Witnesses: 1.

2.

(To be executed by the Member of the Consortium)

Note:

- 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.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder:

1.70.ANNEXURE 7 – FORMAT FOR ANNUAL TURNOVER

ANNUAL TURNOVER

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Audited Financial Years (2016-17, 2017-18, 2018-19).

Financial Information			
Financial Year	3rd Last Financial Year	2 nd Last Financial Year	Last Financial Year
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER			
Note:AnnualturnovershouldbesupportedbyAuditedBalanceSheetandcertifiedby Statutory Auditors.			

SIGNATURE & SEAL

1.71.ANNEXURE 8 – FORMAT FOR PERFORMANCE BANK GUARANTEE

For Contract Performance Bank Guarantee

Ref : < --- >

Date:

Bank Guarantee No.:

To,
City Engineer (SBM), IIInd Floor, Above Passport office,
Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus,
Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name> WHEREAS

M/s.(nameofBidder),acompanyregisteredundertheCompaniesAct,1956/2013, having its registered and corporate office at (address of the Bidder),(hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns),agreed to enter in to a Contract dated (Hereinafter, referred to as “Contract”) with you for “Request for Proposal for The Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System”, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 5% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you asunder:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand

such sum/s not exceeding the sum of 5% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 180 days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against _____; and For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 5% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of BSCDCL by express delegation of power/s and has

/ have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 5% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2019.

Yours faithfully,

For and on behalf of the Bank, (Signature)

Designation

(Address of the Bank) Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite BSCDCL conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

1.73.1. ANNEXURE 10.1 – LANE MONITORING

#	Vehicle No.	Zone No.	Ward No.	Name of any unique Identifier of Lane	Scheduled Time of Arrival(STA) at Lane	Actual Time of Arrival(ETA) at Lane	Status (in minutes) (Delayed/On Time/Early)
1.							

#	वाहन क्रमांक	झोन क्रमांक	वार्डक्रमांक	लेनकानामयाकोईअ द्वितीय	लेनमेंआगमनकानि धरित समय	लेनमेंआगमनकावास्तवि कसमय	स्थिति (मिनटों में) देरी / समय / जल्दी
1.							

1.73.2. ANNEXURE 10.2 – UNAUTHORIZED MOVEMENTS

#	Vehicle No.	Zone No.	Ward No.	Driver Name and Mobile number	Nearest Landmark / Name of road / Lane of deviation	Time From	Time To	Duration (In minutes)	Thumbnail view map (expandable on click) with unauthorized movement highlighted
1.									

#	वाहन क्रमांक	झोन क्रमांक	वार्डक्रमांक	चालककानामऔरमोबाइल नंबर	विचलनकेनिकटतमसड़क/ गली / स्थानकानाम	समय से	समय तक	अवधि (मिनटों में)	मानचित्र
1.									

1.73.3. ANNEXURE 10.4 – DELAY IN COMPLETION OF ROUTE*

#	Vehicle No.	Zone No.	Ward No.	Scheduled time of completion of route	Actual time of completion of route	Status (in minutes) (Delayed/On Time/Early)
1.						

*weekly report to be generated for those vehicle which register 4 or more delays in a week.

1.74.ANNEXURE 13 – CHANGE CONTROL NOTE

Change Control Note		CCN Number:	
Part A: Initiation			
Title:			
Originator:			
Sponsor:			
Date of Initiation:			
Details of Proposed Change			
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)			
Authorized Authority Name:	by	Date:	
Signature:			
Received by the Bidder Name:		Date:	
Signature:			

Change Control Note	CCN Number:
Part B : Evaluation	
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation:	

(Including a schedule of payments)

Other Relevant Information:
(including value-added and acceptance criteria)

Authorized by the Bidder Name:	Date:
Signature:	

Change Control Note	CCN Number :
----------------------------	---------------------

Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as follows, or as Attachment 1 etc.)	
For Authority and its nominated agencies	For SI
Signature	Signature
Name	Name
Title	Title
Date	Date

1.75.ANNEXURE 14 – FORM OF AGREEMENT

THIS Agreement made thedate of.....2019, between.....(hereinafter.....referred to as the “SI”) of the one part and (here in after called the “BSCDCL”) of the other part.

WHEREAS SI has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract and is about to perform services as specified in the RFP(hereinafter called “works”) mentioned, enumerated or referred to in certain Contract conditions, specification, scope of work, other sections of the RFP, covering letter and schedule of prices which, for the purpose of identification, have been signed by on behalf of the

SI and(the BSCDCL) on behalf of the BSCDCL and all of which are deemed to form part of the Contract as though separately set out herein and are included in the expression “Contract” whenever here in used.

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

a. The BSCDCL has accepted the tender of SI for the provision and execution of the said works for the sum ofupon the terms laid out in the RFP.

b. SI hereby agrees to provide Services to BSCDCL, conforming to the specified Service Levels and conditions mentioned

c. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

Complete Request for Proposal (RFP)

Document and corrigendum and addendum,

if any

Break-up of cost components SI’s Financial Proposal

The BSCDCL’s Letter of Acceptance dated To be issued later by the

<<>> BSCDCL

SI’s Letter of acceptance dated <<>> To be issued later by the SI

Bid submitted by SI as per file No. <<>> SI’s Technical bid

d. The mutual rights and obligations of the “BSCDCL” and SI shall be as set forth in the Agreement, in particular:

- SI shall carry out and complete the Services in accordance with the provisions of the Agreement; and

- the “BSCDCL” shall make payments to SI in accordance with the provisions of the Agreement.

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

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

Signed
Name : _____
Designation : _____
Date :
Place :

Signed
Name : _____
Designation : _____
Date :
Place :

in the presence of :

in the presence of :

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