

	<p>BHOPAL SAHAKARI DUGDH SANGH MARYADIT HABIBGANJ, BHOPAL 462024 AN ISO 9001 : 2015 Certified Organization E-mail: bsdsim@gmail.com Phone 0755-2478250 Fax : 0755-2450896</p>
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Ref No: 01/Engg

Dated: 10/01/2020

NOTICE INVITING E-TENDER

RFP for Supply, Installation, Commissioning and Monitoring of GPS based Vehicle Tracking System for Milk collection and distribution vehicles of BSDSM Bhopal from reputed manufactuerers/dealers/Suppliers. The tender documents containing the terms and conditions can be purchased online & downloaded from website <http://www.mptenders.gov.in> from 11.01.2020 onwards. The tender will be opened in the office of the undersigned as mentioned in tender time schedule(key date). The detailed Tender Form can be seen (only for reference) at our H.O website: **www.mpcdf.nic.in**

Name of item	EMD (Rs)	Tender Fee (Rs)	Bid submission due date & time	Technical Bid opening Date & time
RFP for Supply, Installation, Commissioning and Monitoring of GPS based Vehicle Tracking System for Milk collection and distribution vehicles of BSDSM Bhopal	50,000/-	3000/-	03.02.2020 03.00 PM	04.02.2020 03.00 PM

CHIEF EXECUTIVE OFFICER

DISCLAIMER

All information contained in this Request for Proposal (RFP) provided / clarified is in good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested firm shall satisfy itself that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Chief Executive officer (CEO) Bhopal Sahakari Dugdh Sangh Mydt Bhopal (BSDSM) reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. CEO, BSDSM also reserves the right to withhold or withdraws the process at any stage with intimation to all who have submitted their bids in response to this RFP. CEO BSDSM reserves the right to change/modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of Madhya Pradesh Cooperative Dairy Federation Bhopal (MPCDF)

Neither CEO, BSDSM nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment nor otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment , the information and any other information supplied by or on behalf of CEO, BSDSM or their employees and Prime Bidder / Consortiums or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to CEO, BSDSM and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

1. Fact Sheet

Table 1: Fact Sheet

S/N	Particulars	Description
1.	RFP No.	
2.	Nature of Work	Supply, Installation, Commissioning and Monitoring of GPS based Vehicle Tracking System for BSDSM Bhopal.
3.	Proposals Invited by	Chief Executive Officer Bhopal Sahakari Dugdh Sangh Mytd. Bhopal
4.	Date of issue of RFP document	11.01.2020
5.	Tender Purchase Start Date	11.01.2020 11.00 AM
6.	Bid Submission Start Date	11.01.2020 11.30 AM
7.	Last Date for Submission of Bids	03.02.2020 03.00 PM
8.	Date of Opening of PQ cum Technical Bids	04.02.2020 03.00 PM
9.	Date of Opening of Financial Bids	Would be communicated to the shortlisted bidders.
10.	Place of Submission & Opening of Proposals	Online on https://mptenders.gov.in
11.	Address for Communication	Chief Executive officer Bhopal Sahakari Dugdh Sangh Mytd. Bhopal (MP) 462024
12.	Websites for downloading RFP Document, Corrigendum's, Addendums etc.	https://mptenders.gov.in https://mpcdf.nic.in
13.	Cost of RFP Document	INR 3000/- (Three Thousand) To be paid online through e-procurement portal.
14.	Earnest Money Deposit (EMD)	INR 50,000/- (Fifty Thousand) To be paid online through e-procurement portal. https://mptenders.gov.in
15.	Validity of Proposal	Proposals must remain valid for 180 days from the Bid submission date.
16.	Performance Guarantee Value	INR 50,000/- (Fifty Thousand)
17.	Performance Guarantee validity period	90 days from the date of contract.
18.	Method of Selection	L1 (Lowest Rate offered including all taxes & Duties)

1. Notes:

1. *CEO BSDSM* reserves the right to change any schedule of bidding process.
2. The mode of submission of bid is only online through e-procurement portal <https://mptenders.gov.in> No physical submission of the bids shall be entertained.
3. Any future Corrigendum/Information shall be posted only on mpcdf.nic.in portal of MPCDF. Bidders are advised to keep visiting the portal for further updates.

2. Background Information

Real time tracking and monitoring of the movement of Milk collection and distribution Vehicles.

3. Instruction to Bidders

3.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
 - iii. Comply with all requirements as set out within this RFP.

3.3 Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

a. Prohibition of

i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

iii. Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

iv. Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.

v. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

vii. Obstruction of any investigation or auditing of a procurement process.

viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;

b. Disclosure of conflict of interest.

c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

3.4 RFP Documents

The Tender document is available and downloadable on following websites:

a) <https://mptenders.gov.in>

b) <http://mpcdf.nic.in/>

Non-transferable & non-refundable tender fees of the amount as mentioned in the Fact Sheet must be paid online at e- procurement portal (<https://mptenders.gov.in>).

4. Corrigendum

4.1 Issue of Corrigendum

- a. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- b. The corrigendum (if any) will be posted on the <http://mpcdf.nic.in/>, <https://mptenders.gov.in>. All future correspondence/corrigendum shall be published on same websites.
- c. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

4.2 Key instructions of the bid

4.2.1 Right to Terminate the Process

- a. Purchaser may terminate the RFP process at any time/stage and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone legal Claus.
- b. This RFP does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.
- c. In case of any legal matter Bhopal should be the matter of jurisdiction.

4.2.2 Earnest Money Deposit (EMD)/ Bid Security

- a. The bidder shall submit Earnest Money Deposit (EMD) of the amount as mentioned in the Fact Sheet, which shall be deposited online during the submission of the tender on e-Procurement portal.
- b. Unsuccessful bidder's EMD will be released as promptly as possible, but not later than 120 days after the award of the contract to the successful bidder.
- c. The successful bidder's EMD will be released upon submission of Performance Guarantee.
- d. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- e. Proposals not accompanies with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- f. The EMD may be forfeited in the event of:
 - A Bidder withdrawing its bid during the period of bid validity.
 - A successful Bidder fails to sign the subsequent contract in accordance with this RFP.
 - The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.

- A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.
- g. The tender fee and EMD shall be exempted for bidders having a valid certification of registration under single point registration scheme by NSIC for exemption.

4.2.3 Performance Security

- a. On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish an unconditional and irrevocable Performance Guarantee in form of **Demand Draft (DD) from scheduled bank** in favour of Bhopal Sahakari Dugdh Sangh Mytd. payable at Bhopal, for the due performance and fulfillment of the contract by the selected proposer, equal to INR on or before the signing of the subsequent contract or within 15 days from notification of award, whichever is earlier, unless specified to the contrary.
- b. In case the successful Bidder fails to submit Performance Guarantee in form of **Demand Draft (DD) from scheduled bank** in favor of Bhopal Sahakari Dugdh Sangh Mytd. payable at Bhopal within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encase the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.
- c. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of **90 days** beyond all contractual obligations, including warranty terms.
- d. The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.
- e. The demand draft submitted shall be verified.

4.2.4 Submission of Proposals

Bidders should submit their responses as per the procedure specified in the e-Procurement portal (<https://mptenders.gov.in>) being used for this purpose. The items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:

- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder is responsible for registration on the e-procurement portal (<https://mptenders.gov.in>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. The user department will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

4.2.5 Bidder's authorized signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

5. Preparation and submission of Proposals

5.1 Proposal preparation costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.2 Venue & Deadline for Submission of

The response to RFPs must be submitted on the procurement portal (<https://mptenders.gov.in>) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

5.3 Bid Prices

a. The bidder shall express their bid prices using the Commercial Bid Format provided in the bidding documents. All costs and charges related to the bid shall be expressed in Indian Rupees. Prices indicated in the Price Schedule shall be entered in the following manner:-

- The Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of the services offered.

- Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. The Bidders should also take into account all levies, freight, insurance etc. The price quoted should be inclusive of all levies, freight, insurance etc. Freight, levies, etc. of any type, indicated separately, will not be taken into account for evaluation purposes.

5.4 Evaluation process

- a. The Purchaser may constitute a committee of technical / subject matter experts to evaluate the responses of the Bidders (Purchase Committee/ Tender Evaluation Committee).
- b. The Technical Evaluation/ Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence (***NO additional document to be submitted by the bidder with the proposal other than as specified in the RFP.***) Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- c. The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of discussion with the Purchase Committee.
- d. The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals. Purchase committee also reserves the right to directly ask clarifications to the clients of the bidder, in case any doubt arises.
- e. The Purchase Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. Purchase committee reserves the right to reject proposal submitted by bidder in case it is found that bidder is blacklisted by Central/ State / PSUs etc.

5.5 Proposal opening

The Proposals submitted up to the deadlines will be opened at the scheduled time & date as specified in the RFP, by the Nodal Officer or any other officer authorized by the Purchaser, in the presence of the Bidder's representatives who may be present at the time of opening. However, the purchaser reserves the right to open the proposal in case no Bidder or none of his representative(s) are present at the time of proposal opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonfires for attending the opening of the Proposal.

5.6 Proposal validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of the Proposal.

5.7 Proposal evaluation

- a. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:
 - submitted in manner not conforming to the manner specified in the RFP document

- Submitted without appropriate EMD as prescribed herein
- received without the appropriate or power of attorney
- containing subjective/incomplete information
- submitted without the documents requested in the checklist
- non-compliant with any of the clauses stipulated in the RFP
- Having lesser than the prescribed validity period.

The EMD of all non-responsive bids shall be returned to the bidders after completion of Bid Process.

b. All responsive Bids will be considered for further processing as below.

Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

6. Criteria for evaluation

6.1 Pre-qualification (PQ) criteria

The bidder must possess the requisite experience, strength and capability necessary to meet the requirements as described in the tender documents.

Bids can be submitted by an Individual company and NO Consortium is allowed.

The bidder must also possess the technical know-how sought by nodal agency, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

Table 2: Pre-qualification (PQ) criteria

Sr. No	Basic Requirements	Description	Documents Required
1.	Legal Entity	The Agency should be a legal entity registered in India since last 03 years as on bid submission date.	Certificates of incorporation / Registration Certificates along with Bylaws/ MoA & AoA or similar legal document.
2.	Turnover	The bidder should have a minimum annual average turnover of INR 50 lacs in the any three out of these 04 financial years 2015-16, 16-17, 17-18, 18-19	Audited Financial Statements along with CA Certificate.
3.	Technical Capability / Experience	The bidder must have successfully completed at least the following numbers of GPS based Vehicle Tracking Systems implementation	Related work orders with Completion/ Performance fulfillment certificate from client/ payment
		engagement(s) for any Government (Central or State Government department or Corporation or Board/PSU/Semi-Government) organization of value	advice as evidence of such assignments Note: In case of the scenario

		<p>specified herein:</p> <ul style="list-style-type: none"> - One project of similar nature not less than the amount equal INR 20 lacs; OR - Two projects of similar nature of minimum amount equal INR 30 lac each; OR - Three projects of similar nature of total amount (sum of 03 Projects amount put together) not less than the amount equal INR 50 lacs <p>Note: The similar nature project means it must be the Vehicle Tracking System implementation based on GPS hardware device(s) and NOT the Mobile Phone Based Vehicle Tracking System</p>	<p>wherein the Vehicle Tracking System was sold to Private vendor where the end user was Government/ Semi Government Organization(s): It should be mentioned that the Vehicle Tracking System - GPS Tracker Devices must be implemented under the Government / Semi Government Project(s) or Government / Semi Government Organization(s) by the respective Private Company. Bidder should provide necessary supporting documents / agreements signed between the respective Government / Semi Government Organization(s) or Government / Semi Government Project Heads and the Respective Private company as a proof for the same.</p>
4	Certifications	<p>Vehicle Tracking System should be ‘ARAI’ approved or other such ‘equivalent Government agency’ approved Certificate for Technical Specifications /features / parameters /capabilities of GPS Tracker Device and the capabilities in-line with its associated Vehicle Tracking System Software at cloud/server-side. (as per Annexure – 10)</p>	<p>The Successful Bidder should submit valid Certificate issued by ‘ARAI’ or other such ‘equivalent Government agency’ The Successful Bidder should submit the Self Certificate on Bidders letterhead by Authorized Signatory for Compliance as per Annexure - 10</p>
5	Availability of the GPS hardware Devices/Instruments	<p>Bidder should have a minimum 100 GPS hardware Devices/Instruments in Stock as on the Bid Submission Date</p>	<p>Self-certification on Bidders letterhead by Authorized Signatory</p>
	Black listing / Terminations	<p>Should not have been black listed by any Central or State Government department or Corporation or Board/PSU/ Semi-Government organization as on the date of RFP.</p>	<p>A signed undertaking to this effect should be submitted on bidder’s letter head</p>

6.2 Technical Qualification Criteria

Bidders who meet all the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of evaluations. Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre- Qualification Criteria would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

6.3 Commercial Bid Evaluation

i. The Financial Bids of the Bidders who qualify the Pre-Qualification/ Eligibility cum Technical Qualification criteria will be opened on the prescribed date in the presence of Bidder representatives.

ii. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

iii. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

iv. The bid price shall be in Indian Rupees and shall include all duties, levies, taxes except for GST, which shall be payable extra as per the prevailing rates.

v. Any conditional bid would be rejected

vi. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

vii. The bidder, who has submitted the lowest Commercial bid, shall be selected as the **L1** and shall be called for further process leading to the award of the assignment. The Total Cost would be calculated as below.

Sr No	Particulars	QTY	Total Cost
A	Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS Software (Web and Mobile Application) including Delivery of VTS Software (Web Application, Mobile Application and Hosting of VTS Software) and Help Desk Support		A
B	Control Room Set up including Manpower Deployment at plant level	01	B
Grand Total (INR)	= A+B		

The Bidder with the Lowest Grand Total (INR) would be considered as L1 bidder.

7. Appointment of Agency

7.1 Award Criteria

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as

per the process outlined above. Evaluations will be based on the Bids, and any additional information requested by the Purchaser.

7.2 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals 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 Purchaser action.

7.3 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). The Bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within seven (7) days. In case the tendering process / public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

7.4 Purchaser Contract finalization, award and Work Order

The Purchaser shall invite the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. On this basis the draft contract agreement would be finalized for award & signing. Along with the contract agreement Work Order will be issued. In case of Device quantity differing from the quantity spelt out in this document the Unit Price shall be arrived by dividing the respective Total Cost with the QTY (refer #1 as specified in the Financial Bid).

7.5 Signing of contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, corrigendum (issued if any) and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

7.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the Purchaser shall invoke the Performance Guarantee (PG) of the most responsive Bidder.

8. Scope of Work

Real time tracking and monitoring of the movement of vehicles through the GPS-enabled/Mobile App based GPS Tracking used in the vehicles carrying milk. For this purpose, **Control Room** shall be set up at Dairy plant, wherein the movement of milk carrying vehicles shall be monitored and tracked through GPS Monitors and other related UT infrastructure/applications

8.1 Installation of GPS Tracker Devices

a) The GPS Tracker Devices along with the necessary Hardware is to be fitted/ installed in each of the milk carrying vehicle.

b) The GPS Tracker device(s) to be installed in co-ordination with concerned Officer Plant /marketing /field operation/Transport. The installation of GPS Tracker Devices to be done inside the vehicles. The Vehicles would be travel at different Locations across the State of Madhya Pradesh. The successful Bidder should do all necessary arrangement for Transportation of GPS Tracker Devices to the different Locations across the State of Madhya Pradesh.

c) The GPS Tracker device(s) to be installed in the limited time window as instructed by CEO BSDSM. The Schedule for the same would be provided. There should be at least one person (technical expert) per 30-40 vehicles to install and setup the GPS Tracker Devices.

d) The GPS Tracker device(s) to be installed with necessary cabling-attachments/accessories as well as the SIM Cards, Memory Cards etc... As essential for successful functioning of the GPS Tracker device(s). The Activation of SIM Cards to be done by the successful Bidder (pre-activated SIM Cards should be arranged as the limited time frame would be given for installation of the GPS Tracker Devices inside the vehicles).

e) Each GPS Tracker device is to be mapped with the respective Attributes Data (for example: chilling centre/BMC all routes Name etc...). The Attributes Data would be provided by the Plant operation.

f) It is required that the successful Bidder should ensure Successful Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS (Vehicle Tracking System) Software (Web and Mobile Application)

g) Provision for following in the system is must as per customer's demand.

- Customized power operating backup.
- Provision for motion sensor in GPS device.
- Provision for 360° movement cameras at rear & back with night vision facility.
- Protection of all equipment & Accessories – IP 65
- Accuracy in mobile connectivity with at least 3 monitoring mobile connection.
- Provision for digital locking is must.

1. GPS

- Real time tracking.
- Speed alert
- Engine hours –Ignition On/Off.
- Report should include history, mileage, stop reports, Ignition On/Off.
- Fuel reports
- Fleet GPS Geo fences
- Speed alerts & Geo –fences

2. Alert for

- Device tampering & no GPS signal
- Geofence alerts when drivers enter or exit.
- First ignition of the day
- Excessive idling.
- Unauthorized vehicle usage.

2. Interactive dashboards

3. 4G connectivity

4. Driver audio warning (Alarm)

h) Provision for report generation.

- To view detailed alert information
- PO access daily, weekly, monthly.
- To view alert summaries vehicles excess idling reports of driver's activity.
- To view stop reports showing time at different locations.
- To View advanced trip reports showing each day's activity.
- PO view excels reports of all data.
- PO view engine hours - Ignition ON/OFF.
- To check unauthorized vehicles usage.

8.2 Vehicle Tracking System (VTS) - Software

a) **Web Application:** – The VTS Web Application should be provisioned with the necessary communication protocols and should have Real Time Integration with the GPS Devices Fitted inside the milk carrying distributors Vehicles and such other vehicles. The list of Major components/features to be provided through the Web Application is mentioned but not limited to as below:

- **Real Time Tracking and Monitoring** of the Vehicles on **MAP VIEWER**
- **Group Tracking**
- **Search Capabilities** – The Web Application should have user friendly Vehicle Search options and user should be able easily search Vehicle by vehicle number.
- **Dashboards**
- **MIS Reports**
- **Recall and Revisit of Reports**
- **Customized Reporting Tool**
- **Aggregate Dashboard/Report functionality** (for example user should be able to see Dashboard/ run Report for All chilling centre/ BMC/ Vendor should be able to Drill Down the Dashboard/run report.
- **Archival Facility**
- **Logs** of All Vehicles with export to Excel or PDF
- **Trip Details**
- **SOS Alert**
- **Low Battery Alert**
- **Navigation History Playback and Tracking**
- **Easy Configuration setting by Admin**
- **Role based user control**
 - **Geo-Fencing (Functionality to setup Geo-fence areas for Vehicles and there should be an alert mechanism keeping track vehicles movements as vehicle(s) enter/exit the respective Geo-Fence areas)**
 - **Export Data (functionality to download data in PDF, Excel etc...)**
 - Any additional customization based on the requirement

b) **Mobile Application:** - The Mobile Application should have the similar Features as available through Web Application. The Mobile Application should be compatible with the ANDROID, iOS and Windows Operating System. User should be able to easily download and install the Mobile APP from the respective APP STORE for ANDROID, iOS and Windows.

c) **Hosting:** - It is desired that the supporting Software and its Database of Web & Mobile Application for the Vehicle Tracking System to be set up and hosted by the successful bidder on the *Server within the Geographic Boundary of India.*

d) Offline Capability: - The GPS Tracker Devices installed in Vehicles should have the functionality to work in Offline mode wherever there is no network availability and should be able to store the Vehicle Tracking Log in GPS Tracker Device memory. As soon as there is availability of Network, the data stored in offline mode should be synched with the Online Vehicle Tracking System Software.

8.3 Control Room Set up

a) Control Room at GM (Plant Operation) level - It is desired that the Real Time Tracking and Monitoring (24 hrs per day) of Vehicles fitted with GPS Tracker Devices to be done at **plant Level** .

The Space for Control Room would be provided by the BSDSM and the successful Bidder has to setup the Control Room with following minimum aspects:

Table 4: Control Room Setup at Plant Level

Sl. No.	Items	QTY
1.	Laptop/Desktop with internet connectivity and VTS software installed and running successfully	01 in control room
2.	Television Screen 49” (forty nine-inch Screen Size) connected to Laptop/Desktop for Displaying the VTS software	01 in GM(PO) room
3.	24 hr Support of Trained Manpower (Human Resource) in three Shifts (each shift would be of 8 hrs)	01 per shift

Note: Bidder has to provide all necessary cabling; accessories as well as internet connectivity as required setting up the Control Room at Plant.

8.4 Help Desk Support/Onsite-Technical Support to Repair GPS Tracker Devices

Help Desk Support (Telephonic): The successful Bidder should provide a 24*7 Help Desk Support during the period of Contract. A Minimum 02 Help Desk Support Telephone Numbers to be provided for providing necessary assistance on GPS Tracker Devices and the associated Vehicle Tracking System (VTS) –Software and Technical support.

Onsite-Technical Support to Repair GPS Tracker Devices: the successful Bidder should provide Technical/Installation Expert for Onsite repair of GPS-Tracker devices

8.5 TEST RUN of VTS (Vehicle Tracking System)

a. TEST RUN - The Successful Bidder should complete all the necessary tasks as per the **Section #7 Scope of Work** and successfully Demonstrate the functioning of the Vehicle Tracking System (including Software and GPS Tracking Device hardware) to CEO BSDSM for **07 days**. The Test RUN at plant level should be completed in a time bound manner.

8.6 Operational Requirements

- a. All the GPS Tracker devices should be working. The successful bidder should provide the resolution if any device is not working or need to be replaced or rectified else the penalties are applicable as mentioned in the Section #9 Service Level Agreement (SLA) – sub-section #9.4
- b. The Vehicle Tracking System Software (Web application and Mobile Application) must have an uptime of 99.99%.
- c. All SIM Activation and SIM CARD operational charges needs to be taken care by the successful bidder. Purchaser is not responsible for any kind of SIM as well as related network related issues.
- d. Customization of Reports to be done by the successful bidder and No Extra Charges will be paid for the same
- e. On field support for successful functioning of Vehicle Tracking System Software and GPS Tracker Devices to be provided by the successful bidder; No Extra Charges will be paid for the same

8.7 Training

- a. Provide Training of Vehicle Tracking System (Web Application, Mobile Application and GPS Tracker Device) to Respective BSDSM employees.

9. Deliverables

Table 5: Deliverables

S. No.	Project Activity	Deliverables
1.	VTS Software (Web Application, Mobile Application and Hosting of VTS Software)	Delivery of VTS Web Application, Mobile Application and Hosting of the VTS Software
2.	TEST RUN of Vehicle Tracking System	Complete all the necessary tasks
3	Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS Software (Web and Mobile Application)	Complete all the necessary tasks
4	Control Room Set up at plant.	Control Room Set up at plant level
5	Deployment of Manpower	Deployment of Manpower
6	Help Desk Support/ Onsite-Technical Support to Repair GPS Tracker Devices	Provisioning of Help Desk Support

7		Provisioning of Onsite-Technical Support to Repair GPS Tracker Devices
8	Training of Vehicle Tracking System (Web Application , Mobile Application and GPS Tracker Device)	Provide Training of Vehicle Tracking System (Web Application , Mobile Application and GPS Tracker Device)

10. Service Level Agreement

10.1 Penalties on Deliverables and Milestones:

Failure to achieve the any of the Deliverables as mentioned in the Section #7 Scope of Work and the section #8 Deliverables & Timelines may lead to cancellation of the contract and forfeiture of Performance Guarantee of the bidder.

10.2 Penalties on Exit Management Milestones:

If there is a delay in achieving Exit Management milestones or submission of deliverables, penalty to the Bidder may be imposed as follows:

- 0.5% of the payment cost for respective Deliverable(s)/Milestone(s) for the delay per week or part thereof for the delay
- The penalties shall be capped to 10% of the Invoice value for the respective Deliverable(s)/Milestone(s) and the Penalties above 10% of the Invoice Value may lead to cancellation of the respective Invoice(s) and **no** payment shall be made.

10.3 Penalties on Early Exit:

If the Bidder Fails to deliver the Deliverables as per the Section #7 Scope of Work and the Section #8 Deliverables and Timelines and wish to Exit the Contract before the completion of the contract period, then it may lead to cancellation of the contract and forfeiture of Performance Guarantee of the Bidder. In case of Early Exit, **No** Payment shall be made to the Bidder.

10.4 Other Penalties:

In case there is a failure in achieving Operational Requirement, the resolution time to repair the GPS Tracker Device is 4 hrs, beyond 4 hrs of resolution time the penalty of 10% of the GPS Tracker Device cost is applicable to Bidder.

11. Acceptance Certification

Table 6: Acceptance Certification

S. No.	Milestone	Acceptance Certification
1.	VTS Software (Web Application, Mobile Application and Hosting of VTS Software)	The Successful Bidder must obtain the Acceptance Certification from the BSDSM
2.	TEST RUN of Vehicle Tracking System	The Successful Bidder must obtain the Acceptance Certification from

		the BSDSM
3 .	Successful Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS Software (Web and Mobile Application)	The Successful Bidder must obtain the Acceptance Certification from BSDSM.
4.	Successful completion of Control Room Set up at plant Successful Deployment of Manpower	The Successful Bidder must obtain the Acceptance Certification from BSDSM.
5.	Successful Provisioning of Help Desk Support	The Successful Bidder must obtain the Acceptance Certification from the BSDSM.
6.	Successful provisioning of Training	The Successful Bidder must obtain the Acceptance Certification from BSDSM.
7.	Successfully meeting the Operational Requirements	The Successful Bidder must obtain the Acceptance Certification from BSDSM.

12. Payment Schedules

Table 7:

S. No.	Milestone	Billable Fee (as % of Contract Value)
1.	VTS Software (Web Application, Mobile Application and Hosting of VTS Software)	Nil
2.	TEST RUN of Vehicle Tracking System at plant	Nil
4.	Successful Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS Software (Web and Mobile Application)	80 %
5.	Successful completion of Control Room Set up plant	10 %
7.	Successful Deployment of Manpower	Nil
8.	Successful Provisioning of Help Desk Support	Nil
9.	Successful provisioning of Training	10 %

Note:

- If the TEST RUN of VTS FAILS *No* Payment would be done for any Invoice(s) submitted .
- It is mandatory to accomplish Exit Management Milestones #1, #2 and #3 before submitting any Invoice(s) .
- Invoice(s) must be submitted along with Acceptance Certifications and necessary Documentary proofs as mentioned in the Section #10 Acceptance Certification and Section #15 Exit Management
- The taxes would be paid at the prevalent rates.
- *No* interest would be paid for any delay in Payment
- *No* Advance Payment would be done
- The successful Bidder is advised to go for General Insurance of the GPS Tracker Device(s); BSDSM. Office will not cover for any Damage / Theft of the GPS Tracker Device(s) after successful installation inside the vehicle.

13. Fraud and Corrupt Practices

a. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

b. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

14. Conflict of Interest

a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

b. The Purchaser requires that the Implementation Agency provides solutions which at all times hold the Purchaser’s interests’ paramount avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

15. Period of Contract

Contract will be signed with the successful bidder for a period of **01 year**. Contract period may be extended further for 01 year on mutual terms & conditions based on performance of the empanelled agency and at the sole discretion of Purchaser OR purchaser may undergo AMC with supplier for future maintenance.

16. General Terms and Conditions of Tender & Contract

Proposers should read these conditions carefully and comply strictly while sending their bids. The proposer shall be deemed to have carefully examined the conditions of the services to be rendered. If the proposer has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the Purchaser and get clarifications.

16.1 Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

16.2 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Madhya Pradesh State.

16.3 Selected Proposer’s Responsibilities

The selected agency shall deliver services included in the scope of work in accordance with the provisions of bidding document and/ or contract.

16.4 Recoveries from empanelled agency

a) Recovery of liquidated damages or penalties shall be made ordinarily from bills.

b) The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with Purchaser.

c) The balance, if any, shall be demanded from the selected agency and when recovery is not possible, the Procurement Officer shall take recourse to law in force.

16.5 Taxes & Duties

a) GST, if applicable, should be shown separately in bid price and shall be paid by the Purchaser separately on prevailing rates. All other taxes, duties, license fee and levies shall be including in the bid price.

b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.

c) If any tax exemptions, reductions, allowances or privileges may be available to the successful/selected proposer in India, the Purchaser shall use its best efforts to enable the successful/selected proposer to benefit from any such tax savings to the maximum allowable extent.

16.6 Copyright

The copyright in all materials containing data and information furnished to the Purchaser by the selected agency herein shall remain vested with the Purchaser, or, if they are furnished to the Purchaser directly or through the selected agency by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

Quality certificates of materials/equipments to be produced at the time of each GPS installation.

16.7 Confidential Information

The RFP contains information proprietary to Purchaser. Purchaser requires the recipients of this RFP to maintain its contents in the same confidence as their own confidential information and refrain from reproducing it in whole or in part without the written permission of Purchaser. Purchaser will not return the bids/responses to the RFP received. The information provided by the bidder(s) will be held in confidence and will be used for the sole purpose of evaluation of bids.

16.8 Notices

a) Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.

b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Chief Executive officer

Bhopal Sahakari Dugdh Sangh Maryadit

Near Habibganj Railway Station Exit no. 2 Bhopal 462024

Email :- engg.bsds@gmail.com

d) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

16.9 Sub-contracting

a) The proposer shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser.

b) If permitted, the selected proposer shall notify Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Selected Proposer from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

16.10 Specifications and Standards

The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

16.11 Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the empanelled agency to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the selected proposer to the Purchaser, whether under the Contract, in offence, or otherwise, shall not exceed the amount specified in the Contract.

c) the maximum aggregate liability of bidder shall not exceed the annual bill value or average annual bill value in case one year is not completed.

16.12 Liquidated Damages

Time is the essence of the Agreement and the delivery dates are binding on the Implementation Agency. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Implementation Agency, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Implementation Agency as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law.

16.13 Payments

a) Payment will be made in Indian Rupees only.

- b) Invoices will have to be raised to Purchaser with the relevant document proofs
- c) Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause of this tender document. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Acts & Laws.
- d) No Interest shall be paid on delayed payments.

16.14 Force Majeure

Notwithstanding the provisions of conditions of contract, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its' delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purpose of this Clause, Force Majeure means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises the Successful Bidder shall promptly notify Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by Purchaser in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16.15 Termination

16.15.1 Termination for Default

Purchaser may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part.

If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

In the event that Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay Purchaser for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

16.15.2 Termination for Insolvency

Purchaser may at any time terminate the Contract by giving a written notice of at least 30 days to the selected proposer, if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

16.15.3 Termination for Convenience

Purchaser, by 30days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by Purchaser.

16.16 Settlement of Disputes

If any dispute of any kind whatsoever arise between CEO BSDSM and the successful bidder in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.

16.17 Other conditions

1. The Successful bidder shall bear the expenses regarding delivery of Materials & Services.
2. The Successful bidder shall not under any circumstances revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
3. The Successful bidder shall execute the whole work in strict accordance with guidelines of Purchaser.
4. Purchaser shall have power to make any alterations in or additions to the original scope of work. The Successful bidder(s) shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to by Purchaser. Such alterations shall not invalidate the contract, and any additional work which the bidder may be directed to do in the manner specified above as part of the work shall be carried out by the bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as specified by Purchaser.
5. Any publicity by the bidder in which the name of the Purchaser is to be used should be done only with the explicit written permission of the Purchaser.

17 .Annexures

17.1 Annexure-1: Covering Letter

{To be submitted on the letter head of the bidder }

To,

Chief Executive officer

Bhopal Sahakari Dugdh Sangh Maryadit

Near Habibganj Railway Station Exit no. 2 Bhopal 462024

Email :- engg.bsds@gmail.com

Dear Sir/Madam,

We, the undersigned, offer **Supply, Installation, Commissioning and Monitoring of GPS based Vehicle Tracking System Milk carrying vehicles** in accordance with your RFP datedand our Proposal. “We are hereby submitting our Proposal as per the requirements mentioned in the RFP.

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.

b) We meet the eligibility requirements as stated in this RFP, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.

c) Our Proposal is binding upon us and subject to any modifications/ amendments Purchaser made before the date of submission.

d) Our Firm /Company do not face any sanction or any pending disciplinary action from any authority against our Firm /Company.

e) We understand that the Client is not bound to accept any Proposal that the Client receives.

Thanking you,

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

Name of Bidder (Firm/ Company's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time:_____

Place:_____

17.2 Annexure -2 Checklist for eligibility/Qualification criteria compliance

S.NO	Eligibility / Qualification Criteria	Documents to be Provided	Compliance (Yes/No)	Reference Document Page Number
1.	<p>Legal Entity The Agency should be a legal entity registered in India since last 03 years as on bid submission date.</p>	<p>Certificates of incorporation / Registration Certificates along with Bylaws/ MOA & AOA or similar legal document.</p>		
2.	<p>Turnover The bidder should have a minimum annual average turnover of INR 1 Crore in the any three out of these 04 financial years 2015-16, 16-17, 17-18, 18-19</p>	<p>Audited Financial Statements along with CA Certificate.</p>		
3.	<p>Technical Capability / Experience The bidder must have successfully completed at least the following numbers of GPS based Vehicle Tracking Systems Implementation engagement(s) for any Government (Central or State Government department or Corporation or Board/PSU/Semi-Government) organization of value specified herein: - One project of similar nature not less than the amount equal INR 20 lacs; OR - Two projects of similar nature of minimum amount equal INR 30 lac each; OR - Three projects of similar nature of total amount (sum of 03 Projects amount put together) not less than the amount equal INR 50 lacs</p> <p>Note: The similar nature project means it must be the Vehicle Tracking System implementation based on GPS hardware device(s) and NOT the Mobile Phone Based Vehicle Tracking System</p>	<p>Related work orders with Completion/ Performance fulfillment certificate from client/ payment advice as evidence of such assignments Note: In case of the scenario wherein the Vehicle Tracking System was sold to Private vendor where the end user was Government/ Semi Government Organization(s): It should be mentioned that the Vehicle Tracking System -GPS Tracker Devices must be implemented under the Government / Semi Government Project(s) or Government / Semi Government Organization(s) by the respective Private Company. Bidder should provide necessary supporting documents / agreements signed between the respective Government / Semi Government Organization(s) or Government / Semi Government Project Heads and the respective Private company as a proof for the same.</p>		

S.No.	Eligibility / Qualification Criteria	Documents to be Provided	Compliance (Yes/No)	Reference Document Page Number
4.	<p>Certifications: Vehicle Tracking System should be ‘ARAI’ approved or other such ‘equivalent Government agency’ approved Certificate for Technical Specifications /features / parameters /capabilities of GPS Tracker Device and the capabilities in-line with its associated Vehicle Tracking System Software at cloud/server-side. (as per Annexure – 10)</p>	<p>The Successful Bidder should submit valid Certificate issued by ‘ARAI’ or other such ‘equivalent Government agency’ The Successful Bidder should submit the Self Certificate on Bidders letterhead by Authorized Signatory for Compliance as per Annexure - 10</p>		
5.	<p>Availability of the GPS hardware Devices/Instruments Bidder should have a minimum 100 GPS hardware Devices/Instruments in Stock as on the Bid Submission Date</p>	<p>Self-certification on Bidders letterhead by Authorized Signatory</p>		
6.	<p>Black listing / Terminations Should not have been black listed by any Central or State Government department or Corporation or Board/PSU/ Semi-Government organization as on the date of RFP.</p>	<p>A signed undertaking to this effect should be submitted on bidder’s letter head</p>		

17.3 Annexure-3: Project Details Template

Project Details (To be filled for each Project)

S.No	Item	Details
1.	Name of the project/ Client	
2.	Nature of Work	<i>e.g. .Supply, Installation, Commissioning and Monitoring of GPS based Vehicle Tracking System etc...</i>
3.	Work Order / Contract No.	
4.	Contract Value (In Lakhs)	
5.	Client Details (with mobile numbers & email address of issuing authorities)	
6.	Name, Title & Address of the Client who can be contacted	
7.	URL	
8.	Status of the Project (Running/ Completed/ Closed)	

17.4 Annexure-4: Firm/ Company Information

Following are the particulars of our organization:

S. No.	Description	Details (To be filled by the bidder)
1	Name of the bidder	
2	Regional official address (in Madhya Pradesh, if any)	
3	Phone No. and Fax No.	
4	Registered Headquarters Address	
5	Phone No. and Fax No.	
6	Web Site Address	
7	Details of Firm's Registration (Please enclose copy of the registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	EFP/ESI registration Number	
11	Goods and Service Tax Registration No. (if any)	
12	Permanent Account Number (PAN)	
13	GST Number	

Note: Separate sheets may be attached wherever necessary

17.5 Annexure-5: Contact Details of officials for correspondence during bid process:

<<on letterhead of Company>>

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

17.6 Annexure-6: Financial Bid Format

To,
 Chief Executive Officer
 Bhopal Sahakari Dugdh Sangh Maryadit
 Near Habibganj Railway Station Exit no. 2 Bhopal 462024
 Email :- engg.bsds@gmail.com

Date:

Sub: Financial Bid for Supply, Installation, Commissioning and Monitoring of GPS based Vehicle Tracking System for Milk carrying vehicles at BSDSM.

Ref: NIT No.: _____ Dated: _____

Dear Sir,

We, the undersigned proposer, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Service Level Standards & in conformity with the said bidding document for the same.

We submit herewith the Financial Bid (fees) for the desired services/assignment proposed by Purchaser:

Sr No	Particulars	QTY	Total cost (INR) including all taxes.	
			Unit Cost	Total Cost
1	Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS Software (Web and Mobile Application) including Delivery of VTS Software (Web Application, Mobile Application and Hosting of VTS Software) and Help Desk Support(as per scope of work)	100 No.		
2	Control Room Set up including Manpower Deployment at plant	01		
Grand Total (INR) in Figures				
Grand Total (INR) in Words				

Terms & Conditions: -

1. The above quoted fee includes all duties, levies, taxes except for GST, which shall be payable extra as per the prevailing rates.
2. The rates quoted would remain fixed for the entire contract period.
3. NIL Value quoted against any value above shall lead to rejection of bid.
4. The Payment for the aforesaid quoted value shall be paid in accordance with Payment Terms.

We agree to all the terms & conditions as mentioned above & in the bidding document and submit that we have not submitted any deviations in this regard.

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

Name of Bidder (Firm/ Company's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time: _____

Place: _____

17.7 Annexure-7: Self-Declaration

{To be submitted on the letter head of the bidder}

To,

Chief Executive Officer

Bhopal Sahakari Dugdh Sangh Maryadit

Habibganj Dairy Plant, Bhopal 462024

Email: - engg.bsds@gmail.com ; office email

In response to the RFP Ref. No. _____ dated _____ for Supply, Installation, Commissioning and Monitoring of GPS based Vehicle Tracking System for Milk carrying vehicles at BSDSM , as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,

a) Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Purchaser;

b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

d) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;

e) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the Tender Process, or not have been otherwise disqualified pursuant to debarment proceedings;

f) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

g) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoMP, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

Name of Bidder (Firm/ Company's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time: _____

Place: _____

17.8 Annexure-8: Master Service Agreement

THIS AGREEMENT (“Agreement”) is made on this the <***> day of <***> 20... at <***>, India.

BETWEEN

CEO BSDSM having its office at **Office Bhopal Sahakari Dugdh Sangh Mytd. Habibganj Bhopal hereinafter** referred to as ‘Purchaser’ or ‘CEO BSDSM’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns); of the **FIRST PART**;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as ‘the Implementation Agency/IA’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the **SECOND PART**.

Each of the parties mentioned above are collectively referred to as the ‘*Parties*’ and individually as a ‘*Party*’.

WHEREAS:

1. Purchaser is desirous to hire services for Supply, Installation, Commissioning and Monitoring of GPS based Vehicle Tracking System.

2. In furtherance of the same, Purchaser undertook the selection of a suitable Service Provider/Implementation Agency through a competitive bidding process for Supply, Installation, Commissioning and Monitoring of GPS based Vehicle Tracking System.

3. The successful bidder has been selected as the Service Provider/Implementation Agency on the basis of the bid response set out as Annexure of this Agreement, to undertake and provide the services for Supply, Installation, Commissioning and Monitoring of GPS based Vehicle Tracking System for Milk carrying vehicles at Bhopal Sahakari Dugdh Sangh Maryadit its roll out and sustained operations.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. In this Agreement words and expressions shall have same meanings as are respectively assigned to them in the Conditions of Tender referred to. 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

S/N	Document
1	RFP dated <<***>>> issued by Purchaser for Supply, Installation, Commissioning and Monitoring of GPS based Vehicle Tracking System for Milk carrying vehicles at BSDSM along with Schedules and Annexure;
2	All the subsequently issued corrigendam
3	Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Implementation Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.
4	Letter of Intent (LOI) issued by Purchased on <<date>> to the Successful Bidder.

3. In consideration of the Payments to be made by Purchaser to Service Provider as per the terms of RFP, Service Provider hereby covenants with Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects as per the provisions of the RFP Document and subsequent corrigendum.

4. Purchaser hereby covenants to pay Service Provider in consideration of the provisions of the goods and services and the remedying of defects therein the Contract Price as may become payable under the provisions of the Contract at the times and in the manner prescribed in the RFP Document.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date and year respectively mentioned against their signature.

Signature on behalf of the << Purchaser>>

(_____)

Name:

Designation:

Signature on behalf of <<Successful Bidder>>

(_____)

Name:

Designation:

DATE:

WITNESSED BY:

Name

Address

Signature

- 1.
- 2.

17.9 Annexure-9: Minimum Technical Specifications/features/parameters/capabilities of GPS Tracker Device and the capabilities in-line with its associated Vehicle Tracking System Software at cloud/server-side.

Sl. No.	Name	Parameter / Features/ Specifications/ capabilities / requirement	Compliance (Yes/No)	Comments
1		Vehicle Tracking System should be 'ARAI' approved or other such 'equivalent Government agency' approved		
2	Data Acquisition	In case of no coverage Device should log up to 12000 logs (3 days of data) on the inbuilt memory and these shall be transmitted when back into the network coverage area. The store and forward mechanism in no case should result in loss of data packets atleast till one year.		
		The data packet received at the Vehicle Tracking System Software server side should have Device Unit ID, latitude, longitude, Speed, Time Stamp, Distance Travelled, Orientation (azimuth), all analog and digital inputs of the vehicle, GPS Fix		
		Device should capture the movement in & out from GPRS coverage zone to non-GPRS coverage and its return to GPRS coverage area with the location coordinates and data and Time stamp		
		All information coming from device shall be available with unit ID mapped to any of the vehicle parameters such as vehicle No, SIM No, Unique ID, or any other predefined and mapped custom Field(s)		
		Way points and special event points (latitude, Longitude) should be of DecimalDegreesWGS84 format and should contain minimum of 6 decimal places and should not contain any Null Latitude or Null Longitude values		
		When the Vehicle traverses the same point more than once, at different times, the coordinates that are sent by device should not vary in their projection on any reference map data more than 10 meters. This also applies		

Sl. No	Name	Parameter / Features/ Specifications/ capabilities / requirement	Compliance (Yes/No)	Comments
		to forward and backward passing or halting at the same landmark.		
		Device Data need to be sent to Vehicle Tracking System Software Server directly from the devices without an intermediate cloud/colocation		
		The system should support SMS based commands including SMS to clear the stored data packets, to reboot the device and to re-configure the cloud IP.		
24	Configuration Capabilities	Should have provision of a mapping table (master table) through software to map Vehicles with their Location IDs at the Cloud/Server-side		
		Device should be able to store primary and backup IP. Settings, the IP should be configurable from the cloud/server-side. All Alerts parameters within the device should be configurable from cloud/server-side. Firmware upgrades should be possible from cloud/server-side/OTA command		
		cloud/server-side Vehicle Tracking System software application should have capability to add/delete units to the system, switch-off units within the system, update time interval for messaging, stat stop updates and other system maintenance functions		
		Device should be capable of transmitting data with minimum time gap of 10 seconds and should be configurable from cloud/server-side for higher time intervals. The captured data should come to the cloud/server-side in the designated Database (such as Cassandra, Hadoop, MS-SQL , Postgre SQL/My SQL etc..)		
		Device should be capable of being installed and operational on any of the vehicle provided by Bhopal Sahakari Dugdh Sangh Maryadit		

Sl. No.	Name	Parameter / Features/ Specifications/ capabilities / requirement	Compliance (Yes/No)	Comments
		Arranging specific mounting accessories etc...at the places inside the vehicle and at the cloud/server side with the configuration as specified by Bhopal Sahakari Dugdh Sangh Maryadit is the responsibility of the Vendor		
		During Installation, Configuration and integration of the solution vendor's experts have to physically available at respective locations as directed by Bhopal Sahakari Dugdh Sangh Maryadit.		
	Licensing	Since it's a service based contract Vendor need to take care of all necessary licensing requirements (software, hardware etc..) and any upgrades during the period of contract		
	Product Architecture	Vendor has to provide the Architecture of the product / solution and all technical documents/help files		
	Server side application	Server side application should support Database platforms Cassandra/Hadoop/MS SQL/MY SQL/Postgre SQL		

**BHOPAL SAHAKARI DUGDHA SANGH MARYADIT, HABIBGANJ,
BHOPAL 462024**



**Form – A
(To be uploaded - mandatory)**

To,
Chief Executive Officer
BSDSM, Bhopal

Dear Sir,
Please find enclosed herewith scan copy of Online EMD transaction acknowledgement vide
no.....dtd.....Rs.....towards EMD deposit.

Seal & Signature of the of the tenderer

**BHOPAL SAHAKARI DUGDHA SANGH MARYADIT, HABIBGANJ,
BHOPAL 462024**



**Form – B
(To be uploaded -mandatory)**

To,
Chief Executive Officer
BSDSM, Bhopal

Date:

Dear Sir,

I/We hereby furnish below some particulars about our company/unit which will form a part of our offer submission:

1. Name of the Co./Unit : _____
2. Address of the Co./Unit : _____

3. Telephone Nos.(with STD Code) : _____
Mobile No. : _____
Email ID : _____
4. Name of the CEO/Proprietor/ : _____
Partner
5. Name and designation of other : _____
Authorized signatory of the Co./Unit
6. Particulars of Regn. Certificate : _____
Issued by the competent authority
(Regn No. & Date)
7. We are manufacturer/distributor/dealer/supplier ofCo.(with proof)
8. GST NO. _____ dated-----
9. PAN Number(Permanent Account Number- Income Tax) :
10. Have your Co./Unit or its sister concern ever been black listed/ debarred by BSDSM or its sister Milk Unions or GOI /GOMP & its undertaking ? YES / NO
11. Technical details of machinery shall be supplied.(enclose sheet if required)

**Seal & Signature of the
Authorized Signatory of the Co. /Unit**

CHECKLIST

S.N.	Important Parameters	Yes/No
1	Sealed and signed tender documents attached with technical Bid envelope and uploaded online?	
2	Filled form A & B attached with technical Bid envelope and uploaded online?	
3	Price schedule uploaded (online only)?	
4	Copy of proof for EMD payment/EMD acknowledgement attached with technical Bid envelope?	
5	PO of similar work executed by supplier in last 03 year, copy of certificate attached with technical Bid envelope?	
6	Completion certificate for similar work performed in last 03 year, copy of certificate attached with technical Bid envelope? (Minimum 3 certificates to be attached)	
7	ITR of last three financial year.(ie-FY- 19-20, 18-19, 17-18)	
8	Certificate of OEM/Authorized dealer/supplier etc attached?	
9	Are you Black listed by BSDS Bhopal/ MPCDF/ Any state Govt. Or Central Govt. firms?	