

GREATER HYDERABAD MUNICIPAL CORPORATION (GHMC)



E-TENDERS FOR

HIRING OF 4G LTE (DATA RADIO) BASED WALKIE TALKIE WIRELESS COMMUNICATION SETS TO GHMC FOR A PERIOD OF (1) YEAR.

Tender No: 03/J1/IT/GHMC/2024-25, Dt: 06.09.2024

THE INFORMATION PROVIDED BY THE BIDDERS IN RESPONSE TO THIS TENDER DOCUMENT WILL BECOME THE PROPERTY OF GHMC AND WILL NOT BE RETURNED. GHMC RESERVES THE RIGHT TO AMEND, RESCIND OR REISSUE THIS TENDER DOCUMENT AND ALL AMENDMENTS WILL BE ADVISED TO THE BIDDERS AND SUCH AMENDMENTS WILL BE BINDING ON THEM. THIS DOCUMENT IS PREPARED BY GHMC HIRING OF 4G LTE (DATA RADIO) BASED WALKIE TALKIE WIRELESS COMMUNICATION SETS TO GHMC FOR A PERIOD OF (1) YEAR. IT SHOULD NOT BE REUSED OR COPIED OR USED EITHER PARTIALLY OR FULLY IN ANY FORM.

Prepared by

GREATER HYDERABAD MUNICIPAL CORPORATION

Tank Bund Road, CC Complex, Hyderabad-500063.

HOW TO APPLY ON e-PROCUREMENT PORTAL

- a. Applications can be downloaded from Government of Telangana e-Procurement Website <https://tender.telangana.gov.in/> under login for suppliers. Aspiring parties who have not registered in e-procurement should register before participating through the website <https://tender.telangana.gov.in/>
- b. The details of the process of registration and obtaining the digital signature certificates are available on the website: <https://tender.telangana.gov.in/> Necessary hands on training could be obtained from the center for M/s Vupadhi Techno Services Pvt. Ltd. and could also be obtained over telephone at +91-4040-44426250/51 Fax +91-40-44426252 **or mail to** tseprocsupport@vupadhi.com. can access the application on the website, fill them with all relevant information, and submit the completed application and supporting documents
- c. **Read the complete document, carefully** PDF versions or scanned copies of the required documents are to be uploaded on the website.
- d. The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.
- e. For any help or technical support on e-Procurement, Bidders may contact M/s Vupadhi Techno Services Pvt. Ltd over phone or in person or their helpdesk at: e-Procurement Help Desk. +91 40-33762222, 23 / tseprocsupport@vupadhi.com .

Letter of Undertaking on Company Letter head

To
The Addl. Commissioner (IT)
3rd Floor, GHMC Head Office,
Tank Bund Road,
Hyderabad. 500029

Sir,

Reg: Tender for Hiring of 4G LTE (Data Radio) based walkie talkie wireless communication sets to GHMC for a period of (1) Year. we submit our Bid Document herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

(Vendor means the bidder who is decided and declared so after examination of commercial bids.)

Yours faithfully

For _____

Signature: _____

Name: _____

GREATER HYDERABAD MUNICIPAL CORPORATION: HYDERABAD

O/o Additional Commissioner (IT),
3rd floor, IT Section, Head Office,
Tank Bund, Hyderabad.

(FORWARDING SLIP TO ACCOMPANY TO THE TENDER SCHEDULE)

1	Tender Notice No. & Date	:	03/J1/IT/GHMC/2024-25 Dt: 06.09.2024
2	Name of the Work	:	Hiring of 4G LTE (Data Radio) based walkie talkie wireless communication sets to GHMC for a period of (1) Year.
3	Bid Processing Fee (By way of DD drawn on or after 10.09.2024 from any scheduled Bank)	:	Rs. 2,500/- online payment at https://tender.telangana.gov.in (Non-refundable under any circumstances).
4	Earnest Money Deposit	:	EMD - Rs. 27,000/- shall be paid while submitting bids through online payment at https://tender.telangana.gov.in/ and the balance amount of the tender value should be paid at the time of agreement in favour of Commissioner, GHMC. @ 2.5% of the bid value quoted by (L1) bidder
5	Bid Document Down Load start Date	:	10.09.2024 @ 11:00 AM Onwards
6	Bid Submission last Date	:	19.09.2024 @ 05:00 PM
7	Opening of Technical Bids	:	19.09.2024 @ 05:05 PM
8	Opening of Financial Bids	:	Will be intimated to TQ qualified bidders.
9	Address	:	O/o Additional Commissioner (IT), 3rd floor, IT Section, Head Office, Tank Bund, Hyderabad.
10	Contact Number:	:	6309999458
11	e-Mail id	:	deeit-ghmc@gov.in

NOTICE INVITING TENDERS:

Tenders are invited on e-Procurement platform from the agencies. A complete set of tender document can be downloaded from the website of <https://tender.telangana.gov.in/> on payment of non refundable amount of As mentioned in the Tender Document against each Package – Nonrefundable under any circumstances towards Bid Processing fee through D.D. drawn in favor of the Commissioner, Greater Hyderabad Municipal Corporation, Hyd. GST as mentioned in the Tender Document against each Package to Commercial Tax Department online e-Payment on <https://www.tgct.gov.in/tgportal/DLRServices/Payments/e-PaymentGen.aspx>

The Tender Participant must fulfill the qualification criteria mentioned in the tender document. All tender offers must be uploaded on or before 19.09.2024 @ 05:00 PM duly uploading the copies of DDs along with other documents as per terms and conditions as stipulated.

Agency:

**Signature of
the participant**

Seal:

1. Eligibility criteria:

- a) Firm Registration, GST registration, IT returns and PAN card etc., only are eligible to participate in the tenders.
- b) The bidder should have a **valid certificate of registration** issued by the Government / Competent authority valid registration certificate/ documents should be uploaded
- c) The bidder shall have **similar experience** in providing of walkie talkie Wireless or Base Sets Communication system in any one financial year during the last (3) financial years i.e., upto 2023-24 for State or Central Government Departments / Undertaking /Organizations /Autonomous Bodies etc. Work Orders with relevant experience certificate issued by an officer of cadre not less than the rank of the Executive Engineer.
- d) The agencies **Turn over** shall be more than Rs. 50 Lakh in any one year, during the last preceding three years viz., 2021-22, 2022-23, 2023-24.The Annual Turnover certificate issued by the Chartered Accountant should be uploaded.
- e) Even though the tenderer meets the above qualification criteria, he/she is subject to be disqualified if he/she is found to have misled or made false representation in the forms, statements submitted in proof of the qualification requirements of record of poor performance such as abandoning works not properly completed in the contract, inordinate delays in completions, litigation history and or financial failures and / or participated in the previous tendering for the same works and had quoted unreasonably high bid prices. In addition to the above, even while execution of the work, if found that the Contractor had produced false/fake certificates of experience, he/she will be black listed and work will be taken over invoking clause 60 (a) of PS to APSS.

Details to be uploaded:

1. As per Check List of 'e' Procurement.
2. Failing which the tender will be summarily rejected without any further intimation to the tender participant.
3. Under taking certificate and Details of Arbitration/Litigation shall be furnished as per Annexure to be uploaded.

GST is exempted for GHMC Pure services as per the Notification No. 12/2017 Dt:28.06.2017-Central Tax (Rate) GAZZETE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i) of the Ministry of Finance Government of India, subject to clarification from GST authorities, if any. Interested bidder should quote Exempting GST and future claims for GST amount would not be entertained.

2. Scope of Work:

The objective is to provide reliable, secure, and efficient 4G LTE (Data Radio) based walkie-talkie wireless communication sets for the operational needs of the Greater Hyderabad Municipal Corporation (GHMC) for a period of one year.

- a) Providing of 264 No's of 4G LTE (Data Radio) based walkie-talkie wireless communication sets, including necessary accessories such as batteries, chargers, and carrying cases on rental basis.
- b) **Further, 106 No's of 4G LTE based walkie talkie Wireless Sets shall be given back after monsoon season .i.e, in the month of December -2024. If necessary, these sets would be taken in next monsoon season.**
- c) **The tender is invited for a period of 12 months (i.e., (1) Year Rate Contract) and may be extended another (1) more year based on the satisfactory performance of L1 Bidder.**
- d) Ensure complete network coverage throughout the GHMC operational area, including all zones and wards
- e) Quantity mentioned the tenders may varies up to +/- 25%.
- f) Bidder has to provided New walkie talkie Wireless Sets and no, reused / old set are accepted.
- g) **Bidder has to provide separate customised MIS reports dashboard to GHMC (like, Dispatcher, GPS Tracking of devices and Change of name option for particular devices and any further request made by GHMC).**
- h) Bidder has to maintain the communication sets during the entire contract period. Maintenance includes resolving of any technical issues, repairs & maintenance of sets including damages without additional payment.
- i) The wireless Communication system should be capable of supporting full clarity voice transmission in entire GHMC limits.
- j) It is the responsibility of the bidder to obtain necessary permissions & licenses for providing of network to the Wireless sets.
- k) Installation & Commissioning of network systems shall be sole responsibility of the bidder.
- l) Provide training for GHMC personnel on the usage, maintenance, and troubleshooting of the communication sets.
- m) The communication system through the network provided must be tamper proof/hack proof. It is the responsibility of the bidder to take necessary measures to ensure secured mode of communication.

- n) Bidder should provide uninterrupted network/Air time on 24/7 technical support and on-site assistance in case of equipment failure or network issues during the contract period.
- o) Provide regular maintenance services, including software updates and hardware checks
- p) No additional charges will be paid from GHMC for network.
- q) It is the sole responsibility of the bidder to maintain the communication systems and no claims from GHMC is entertained in this regard.
- r) If any technical issue arises the bidder shall rectify the same within 24 hours on receipt of intimation from the GHMC and Promptly replace or repair any faulty equipment to ensure uninterrupted communication services.
- s) Provide regular reports on equipment usage, network performance, and any maintenance activities carried out
- t) Enable monitoring of communication sets to track usage patterns and optimize service efficiency
- u) The tender quoted charges per set shall remain same during the contract period. The same rate will be considered, for any further variation in quantity of sets.

3. Terms and conditions:

- a) The L1 bidder will be awarded (1) year rate Contract from the date of issue Work Order or date of Agreement.
- b) EMD of 2.5% Should be calculated and paid for the first Purchase order at the time of payment. The EMD shall be refunded after the completion of contract Period of (1) year from the date of supply of Sets. EMD does not attract any interest. If the bidder withdraws his offer within the validity period the EMD paid until will be forfeited.
- c) The Bid processing fee will not be refunded under any circumstances. The EMD's shall be refunded to the unsuccessful tender participant except L1 and L2, soon after deciding the tenders after receipt of requisition from the Tender participants.
- d) The bidder should quote their rates both in words as well as in figures. The rates quoted in words shall prevail in case of discrepancy. The rates mentioned shall including all Charges (Excluding GST).
- e) Any wrong declaration in this regard if comes to the notice at a later date, will disqualify him from tendering.
- f) If supply delay exceeds more than 2 to 3 weeks, GHMC will reserve the right to cancel the order without giving any notice and EMD will be liable for forfeiture.
- g) The Bidder must have experience in deploying and managing 4G LTE-based communication systems

- h) The GHMC will deal with the bidder directly and no middlemen / agents / Commission agents etc. should be asked by the bidder to represent their cause and they will not be entertained by the GHMC.
- i) Provide a service level agreement (SLA) detailing the response time for maintenance and support services. The contract shall be valid for a period of one (1) year from the date of signing.
- j) The service provider shall maintain the confidentiality of all GHMC communication and data transmitted through the equipment. Any breach of confidentiality will result in immediate termination of the contract and legal action.
- k) Payment shall be made promptly by the GHMC, but in no case later than (45) days after issuance of Acceptance Certificate.
- l) The service provider shall be liable for any damage or loss caused by equipment failure or negligence in service delivery. GHMC shall not be held responsible for any damage to the equipment provided by the service provider
- m) GHMC at its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reasons.
- n) Even after awarding the said Contract, the GHMC reserves the right to terminate the same at any time, without assigning any reason.
- o) List of clientele in support of carrying out similar types of supplies to the Central Govt. /State Govt. /Autonomous Bodies/Semi Govt. / Corporation / Private Organizations should be invariably enclosed.
- p) Statutory Deductions will be effected at the time of payment as per rules and vogue.
- q) Successful bidder shall have to execute an agreement within (7) days from the date of issue of 1st Purchase Order with GHMC on a non-judicial stamp paper worth Rs.100/- (should be submitted by the agency) expressing acceptance of the terms and conditions for supply of the items and get it registered with the Registration Department at his / their own cost.
- r) The Earnest Money Deposit will be retained with the GHMC for the vendors who accept to supply the materials at L1 rates. The Earnest Money Deposit shall not carry any interest and cannot be withdrawn during the contract period.
- s) The material supplied will be inspected by the technical persons of GHMC and in case the supply is not found strictly in conformity with the approved specifications and any complaint is received about its quality and performance during the course of their use/utilization, the deficient supplies will have to be replaced with the good quality material, exactly commensurate with the approved specifications at the cost of bidder. The decision of the GHMC in this regard shall be final.
- t) The bidder must have one service centre in Hyderabad to attend the defects/Issues immediately whenever pointed out by GHMC and any two Contact numbers for any technical problems.

- u) If the vendor fails to supply walkie talkie Wireless Sets on hire basis according to the rates quoted, action will be initiated against such vendor holding him/them responsible duly forfeiting the Earnest Money Deposit.
- v) If the bid is submitted by authorised dealer or distributor, then he has to submit latest issued authorization letter from its manufacture or OEM.
- w) The Bidder shall furnish the information in the Annexure I to VII. The tenderer is advised to submit the Hard copies of tender document for verification / evaluation whenever required.
- x) Termination of the Contract: GHMC, Hyderabad is the sole arbitrator in case of failure by the vendor to perform any of its obligation under or arising out of the agreement. All disputes, differences and questions what so ever which may arise between the parties here to during the continuance of the agreement the GHMC, Hyderabad will have option to terminate the agreement or impose penalty.
- y) The Bidder shall meet the minimum qualification criteria mentioned in the bid document and shall furnish documentary evidence in support of the qualifying requirement.
- z) Termination of the Contract: GHMC, Hyderabad is the sole arbitrator in case of failure by the vendor to perform any of its obligation under or arising out of the agreement. All disputes, differences and questions what so ever which may arise between the parties here to during the continuance of the agreement the GHMC, Hyderabad will have option to terminate the agreement or impose penalty.
- aa) GST is exempted for GHMC Pure services as per the Notification No. 12/2017 Dt:28.06.2017- Central Tax (Rate) GAZZETE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i) of the Ministry of Finance Government of India, subject to clarification from GST authorities, if any. Interested bidder should quote Exempting GST and future claims for GST amount would not be entertained

4. Penalty for Default in execution of work:

For any delays in delivery beyond accepted period for delivery, the vendor will be liable for penalties as follows: (Delivery period shall be counted from the date of receipt of Purchase Order)

- a. If any delay in providing of the sets and network a penalty of Rs.100/- per day/set for the first 5 days
- b. If the delay exceeds more than 5 days, GHMC will reserve the right to cancel the order without giving any notice and performance guarantee/EMD will be forfeited.
- c. If at any time during performance of the contract, the bidder or its authorized agent should encounter conditions impeding timely completion of implementation schedule/delivery of the Services, the bidder shall promptly notify as soon as possible in writing of the fact of the delay, its likely duration and its cause(s). As

soon as practicable after receipt of the bidder notice, the GHMC shall evaluate the situation and may at its discretion extend the bidder's time for performance against suitable extension of the period of the performance guarantee.

- d. GHMC reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the GHMC to the bidder. However GHMC reserves the right to cancel the order over and above charging penalty.

5. Bid submission:

5.1. Technical bid

The bidder shall upload all the documents/ certificates mentioned in Eligibility Condition as proof of their eligibility for evaluation of technical bids. The technical evaluation will be done solely based on the documents uploaded by the bidders on e-procurement platform and the bidders shall be ready to produce original documents if required, whenever called for during evaluation

It shall include the following information about the firm and/or its proposal.

1. EMD Online payment at <https://tender.telangana.gov.in/>
2. Process Fee (Cost of Tender Schedule)
3. Firm Registration
4. GST Registration.
5. PAN Card
6. Declaration of Bidder (Annexure-I)
7. Record of Arbitration & Litigation (Annexure-II)
8. Bidder Information (Annexure-III)
9. Experience Details & Materials Details (Annexure-IV)
10. Technical Specifications (Annexure –V)
11. Check List (Annexure-VI)
12. Financial Quote (Annexure-VII)

5.2. Financial bid

Bidders shall quote the rates online on e-procurement platform only on-line with the format “FINANCIAL QUOTATION” as per ANNEXURE VII of the tender document may be referred.

The Rates should be quoted including all taxes applicable, transportation charges, accessories cost and fitting charges and any incidental charges will be borne by the Firm/Contractor

The financial bid should provide cost calculations corresponding to unit price of each item of the schedule in the Annexure – VII.

6. Clarification of bid documents:

1. Prospective Bidder requiring any clarification on the Tender Document may notify the GHMC in writing through e-mail (deedit-ghmc@gov.in). Bidders should send their queries latest **on or before Date: 18.09.2024 @ 4.00 PM**. However, it is not binding for GHMC to answer/accept any or all of such queries/comments. Copies of the response will be uploaded on the e-procurement portal only.
2. To facilitate evaluation of Proposals, GHMC may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Notwithstanding anything contained in the Tender Document, GHMC reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Proposal.
3. The bidders are requested to upload all the Technical and Financial proposals on e-procurement portal only.
4. During evaluation of the bids, GHMC may, at its discretion, ask the bidder for clarification of its bid.

7. Bid Validity

The quote must be valid at least for three months from the date of opening of the commercial bid. The commercial bid should be valid for minimum (1) Year from the date of opening of Financial bid. GHMC may ask bidders to extend the period of validity. Commercial Bids of qualified bidders only shall be opened.

8. Bid security i.e. Earnest Money Deposit (EMD)

- i. Tenders have to pay total 2.5% EMD on the Bid Price. Initial EMD payment of Rs.27,000/- to be paid on the tender website and balance shall be calculated on the Invoice amount of the 1st purchase order issued and should be paid at the time of agreement in favour of Commissioner, GHMC, Hyderabad in the form of a DD, payable to the **“Commissioner, Greater Hyderabad Municipal Corporation, Tank Bund, Hyderabad”** drawn from any scheduled Bank. **EMD in any other Form / Instrument shall not be acceptable.** This EMD does not carry any interest.
- ii. It may be noted that no tendering party is exempted from payment of this Earnest Money Deposit. Tenders submitted without EMD shall be summarily rejected. EMD in respect of parties that are not selected shall be returned within one month.

9. Preparation of financial bid:

- a. The bidder shall indicate the unit price calculated for supply of each set to supply under the contract.
- b. Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by GHMC and will not in any way limit the purchaser's right to contract on any of the terms offered.

- c. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.
- d. Bid currency: Prices shall be quoted in Indian rupees.
- e. GST is exempted for GHMC Pure services as per the Notification No. 12/2017 Dt:28.06.2017- Central Tax (Rate) GAZZETE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i) of the Ministry of Finance Government of India, subject to clarification from GST authorities, if any. Interested bidder should quote Exempting GST and future claims for GST amount would not be entertained.

10. Standard procedure for opening and evaluation of bids:

10.1 Outline of bid evaluation procedure

- 1. The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, the GHMC authorized officer shall open, Technical bids. Finally financial bids of those bidders will be opened who are short listed in technical evaluation and all the communications with regard to tender evaluation status shall be viewed on e-procurement portal only.
- 2. In case of composite bid - technical and financial bids combined together, first Prequalification, Technical evaluation will be done followed by Financial evaluation of only those bids which have qualified in Pre qualification, Technical evaluation.
- 3. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or GHMC may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.

10.2 Preliminary examination:

- a. Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- c. GHMC may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- d. Prior to the detailed evaluation, GHMC will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without any deviations.
- e. If a bid is not substantially responsive, it will be rejected by the GHMC and may not subsequently be made responsive by the bidder by correction of the nonconformity.

10.3 Evaluation of Technical bid

Technical bid documentation shall be evaluated in two sub-steps.

1. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the offer made, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
2. In the second step, GHMC may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

10.4 Evaluation of Financial bid

1. Financial bids of those vendors who satisfy technical bid and corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored. GHMC will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid.
2. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user and who ever quotes L1 price (inclusive taxes) will be treated as successful bidder.

11. Contacting GHMC:

1. Bidder shall not approach GHMC officers outside of office hours and / or outside GHMC office premises, from the time of the tender call notice to the time the contract is awarded.
2. Any effort by a bidder to influence GHMC officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the GHMC, it should do so in writing.

12. Award criteria:

Final choice of firm to execute this project shall be made on the basis of conformity to technical requirements, appropriateness of the product/services offered, appropriateness of financial offer from the point of view of cost-effectiveness, total cost of ownership over entire contract period for the product/services and past track record of bidder.

On receipt of Letter of Acceptance (LoA) from GHMC, the successful bidder shall conclude the agreement within 7 days from the date of LoA.

13. GHMC right to vary quantities at time of award

GHMC reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions.

- (a) GHMC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- (b) GHMC reserves the right to decide which ever plan is feasible as quoted in Annexure IV. Whatever plan is finalized, the bidder who stands as L1 will be selected.
- (c) Prior to expiration of the period of bid validity, GHMC will notify the successful bidder in writing, that its bid has been accepted.
- (d) Upon the successful bidder's acceptance to, GHMC will promptly notify each unsuccessful bidder and will discharge its bid security on e-procurement portal only.
- (e) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution and
- (f) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition:
- (g) "Unethical practice" means any activity on the part of bidder which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of financial bids will be treated as unethical practice.
- (h) GHMC will reject a proposal for award and also may debar the bidder for future tenders in GHMC, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

14. Quantity to Quote:

Bidder shall quote for full quantity indicated in the bid Specification. Offers for Partial quantity are liable for rejection.

15. Deviation from Specification:

1. Any Deviation from the specified specifications or improvement over the specification should be stated in the offer in the enclosed Schedule of deviation format.
2. The detailed dimensioned drawing will have to be furnished with the tender incase if it is applicable.

16. Corrupt or Fraudulent Practices:

It is essential that the Purchaser as well as Bidder / supplier / contractor for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
- (iii) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

17. Payment:

- A. The vendor's request (s) for payment shall be made to the GHMC in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/performed. Payments shall be made promptly by the GHMC, but in no case later than (45) days after issuance of Acceptance Certificate and the vendor shall submit a valid invoice or claim accordingly.
- B. Payments shall be made by the GHMC only after issuance of work completion Certificate issued by the concerned authority.
- C. Monthly/Quarterly payment will be paid by GHMC as per actual Supply and no advance payment will be given at any cost.

- D. All payments to agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and any other deductions as per Govt. of Telangana or Govt. of India instructions from time to time.
- E. No part of the contract shall be amended without the written permission of the Director (EV&DM), GHMC. The agency shall not sublet the contract either in partly or whole will not be entertained under any circumstances.
- F. For any dispute arising here of shall fall within the jurisdiction of Hyderabad.

18. Indemnity:

- a) The bidder shall indemnify GHMC of all legal obligations, arises if any during the contract period, of its workers / employees deployed for the work.
- b) The bidder shall indemnify GHMC on account of death or injury sustained by the labour/ employees of the bidder during the performance.

19. Termination for Default:

- a) Default is said to have occurred
 - i. If the agency fails to deliver any or all of the services within the time period(s) specified in the agreement or any extension thereof granted by GHMC.
 - ii. If the agency fails to perform any other obligation(s) under the contract / work order.
- b) If the agency, in either of the above circumstances, does not take remedial steps within 24hours after receipt of the default notice from GHMC (or takes longer period in spite of what GHMC may authorize in writing), GHMC may terminate the contract / work order in whole or in part. In addition to above, GHMC may at its discretion also take the following actions.
- c) The Commissioner, GHMC may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate GHMC for any extra expenditure involved towards support service to complete the scope of work.
- d) The Commissioner, GHMC may by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time. The notice of termination will specify that termination, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. The Commissioner/ Director (EV&DM), GHMC reserves the right to cancel the remaining part and pay to the agency an agreed amount for partially completed Services.

20. Termination for Insolvency:

The Commissioner, GHMC may at any time terminate the work order / contract without giving written notice to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

21. Force Majeure:

- a) Force majeure clause will mean and be limited to the following in the execution of the contract /purchase orders placed by GHMC :
 - War / hostilities.
 - Riot or Civil commotion.
 - Earthquake, flood, tempest, lightning or other natural physical disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

- b) The agency will advise GHMC in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than 15 days, if arising out of clauses of force majeure, GHMC reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

22. Applicable LAW:

The agreement will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings /processing. All disputes or suits arising out of the contracts shall come under the jurisdiction of the courts of Hyderabad city only.

ANNEXURE - 1

DECLARATION OF TENDERER

I /We hereby declare that I / We read the specifications and all the relevant standards and requirements of the work and that I / We have myself/ ourselves are thoroughly satisfied about the quality, availability and transport facilities for all materials and required for the work on which I / We have based my /our rates for the work. The Specifications, terms & conditions of the contract have been received by me /us well in advance before submitting the tender.

I/We am/are prepared to furnish detailed data in support of all my/our rates quoted, if and when called upon to do so without any reservations within (3) days from the date of receipt of communication.

Agency:

Signature of
the participant

Seal:

ANNEXURE - II
RECORD OF ARBITRATION & LITIGATION.

The Tenderer shall record chronologically any disputes he had with any of his previous clients during the last (3) years, indicate whether Arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

Sl. No.	Project Identification & Location	Name & address of the client	Description	Nature of disputes		Amount claimed	Award in favour of client/ contract
				Period of Arbitration /Litigation from	to		

Name :

Signature :

Date :

Seal of the Company :

Designation :

Note : Separate forms shall be submitted to cover details in above format for the individual members of joint venture.

Agency:

Signature of
the participant

Seal:

A N N E X U R E – III

BIDDER INFORMATION

1	Name of the Organization	
2	Year of establishment	
3	Registered Office Address	
4	Phone No.	
5	Fax No.	
6	Email	
7	Contact person details with phone no.	
8	Total No. of branch offices in Telangana / Hyderabad	
9	Total Support Engineers at --	
10	At Head office (No.)	
11	At branch offices (No.)	
12	Whether Manufacturer?	If Yes, Provide relevant documents
13	Whether authorized dealer/ Service Provider?	If Yes, Provide relevant documents
14	Details of certificates enclosed.	

Relevant supporting documents for the above information to be submitted.

Place & Date

Bidder's signature and Seal

ANNEXURE - IV

A) EVIDENCE OF EXPERIENCE:

Name of Materials supplied on hand	Estimated cost	Amount of Contract	Date of Agreement	Agreed date of completion	Agreed progress up to end of previous month	Actual progress up to end of previous month	Name of the Division in which the supplies

B) DETAILS OF MATERIALS SUPPLIED BY THE TENDERER

Name of Materials supplied	Estimated cost	Amount of Contract	Actual amount final bill received or to be received	Agreed period of completion		Actual period of completion	
				From	To	From	to

Note: the Tenderers may attach a separate sheet if the space left is insufficient

Agency:

Signature of the participant

Seal:

Annexure V

I /We hereby declare that I / We read the specifications and all the relevant standards and requirements of the items required and that I / We have myself/ ourselves are thoroughly satisfied about the quality, availability and transport facilities for all items with our offered specifications on which I / We have based my /our rates.

S. No	Description of the Items	UoM	Quantity Required (No's)	Specifications Offered
1	Data radio 4G LTE Walki Talkie with standard accessories which includes airtime (sim card), battery and maintenance of Walkie Talkie Handset except physical damage and water seepage. Model: HYTERA/STELE/its equivalent	Each Set	264	

General Technical Specification	
LTE Bands (Network)	GSM : B2/B3/B5/B8 or equivalent WCDMA : B1/B2/B5/B8 or equivalent TDD-LTE : B38/B40/B41 or equivalent FDD-LTE : B1/B3/B5/B7 or above
Frequency	1.2GHz or higher
WiFi	IEEE 802.11 a/b/g/n, 2.4GHz & 5GHz or above
Bluetooth	BT 3.0 or higher
Navigation	GPS, AGPS
Operating system	Android 7.0 or Higher
Memory	1GB RAM + 8GBROM
USB	Standard
SIM Slot	Standard SIM Card/Nano Sim Card
Display	Standard
Screen Size	Standard
Speaker	40mm, 80/2W
Battery	3500mAh or above
Video Quality	720P or above
Microphone Noise Reduction	Yes
Drop Resistant	Yes
Talk Time	8 hrs and above
Dual Mode Position	Optional
Operating Temperature	-10 Degree to +50 Degree
Standard Accessories	Battery, Adapter, USB Cable, Belt Clip, Strap, Antenna

I/We am/are prepared to furnish detailed data in support of all my/our rates quoted (tender wise), if and when called upon to do so without any reservations within (3) days from the date of receipt of communication.

**Signature of the Bidder
With name & Seal**

Annexure –VI

(Check List)

The following are the particulars of compliance/deviations from the requirements of the tender specifications.(For every item appropriate remarks should be made like Complied, No deviation, Agreed, Enclosed)

Bid document reference	Enclosed Yes / No
1. EMD online payment	
2. Process Fee (Cost of tender schedule)DD	
3. Firm Registration	
4. PAN Card	
5. Service Tax Registration	
6. GST Registration	
7. Turnover Details	
8.Declaration of Bidder (Annexure-I)	
9.Record of Arbitration & Litigation (Annexure-II)	
10.Bidder Information (Annexure-III)	
11.Evidence of Experience & Details of Materials (Annexure-IV)	
12.Technical Specifications (a&b) (Annexure-V)	
13.Check List (Annexure-VI)	
14.Bill of Quantities (Price schedule) in e procurement page only (Annexure –VII)	

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

Place:

Bidder's signature

Date :

Bidder's seal

ANNEXURE VII
(FINANCIAL BID)

GREATER HYDERABAD MUNICIPAL CORPORATION

Name of work: Hiring of 4G LTE (Data Radio) based walkie talkie wireless communication sets to GHMC for a period of (1) Year.

Tender Notice No: 03/J1/IT/GHMC/2024-25, Dt:06.09.2024

Name of the Firm: _____

S. No	Description of Work	UOM	Qty	Rate per set (Rs.)	Amount (Rs.)
1	Supply of Data Radio 4G LTE Walkie Talkie Handset with charger adaptor, include SIM for Voice Communications on rental basis to GHMC for (1) month.	Each Set	264		
Total in Rs. (GST Exempted)					

Note:

1. Rate must be in rupees including all the taxes applicable, all accessories and its transportation & installation charges, No extra charges will be paid.
2. The amount whoever quotes lowest will be treated as L1 bidder (Tender wise).
3. **Bidder has to quote for each device per month for a period of (1) Year (Rate Contract)**
4. The rate quoted should be inclusive of all charges, including Taxes, if payable.
5. If more than one agency succeeds as L1, work allotment will be decided by the GHMC.
6. The bidder has to use the document prescribed by GHMC duly down loaded from the 'e' procurement Web site only.
7. Statutory Deductions will be effected at the time of payment as per rules in vogue.
8. GST is exempted for GHMC Pure services as per the Notification No. 12/2017 Dt:28.06.2017- Central Tax (Rate) GAZZETE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i) of the Ministry of Finance Government of India, subject to clarification from GST authorities, if any. Interested bidder should quote Exempting GST and future claims for GST amount would not be entertained.

Signature and Seal of
Bidder