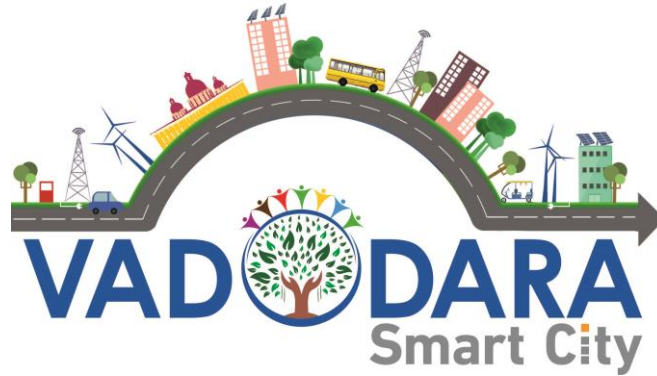


# VADODARA SMART CITY DEVELOPMENT LIMITED



## TENDER DOCUMENT FOR SUPPLY & INSTALLATION OF DESKTOP COMPUTERS AND PRINTERS

General Manager (IT)  
**Information Technology Department**  
Vadodara Smart City Development Limited  
Khanderao Market Bldg., Palace Road  
Vadodara - 390 001.

Tender No. 822/20-21

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The information provided by the bidders in response to this Tender Document will become the property of VSCDL and will not be returned. VSCDL 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 VSCDL. It should not be reused or copied or used either partially or fully in any form.

Seal of Bidder

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Signature of Bidder

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## Bid Invitation Notice

Sealed and super scribed tenders are invited from national recognized agency working with either state or central government or semi-government worth sound technical and financial capabilities and processing the required equipments for the below mentioned work. The firm must be well established since last five years in the same field.

### Important Information for Bidder

1	Name of Work	Tender for Supply & Installation of Desktop Computers and Printers
2	Bid Type	Two Bid (Technical and Financial)
3	Tender Fee (Non-Refundable)	Tender Fee of INR 11800/- by Demand Draft only
4	Tender Issue Start from	07/01/2020
5	Last Date for Submission	On or Before 25/01/2021 up to 16:00 Hrs.
6	Earnest Money Deposit (EMD)	EMD of INR 391290/- (Rupees Three Lakh Ninty one thousand two hundred Ninty only) shall be either in form of Demand Draft in favour of "Vadodara Smart City Development Limited" from any nationalized/scheduled banks, payable at Vadodara OR Bank Guarantee issued by Nationalized Bank including IDBI Bank/Private Banks – Axis Bank, HDFC Bank and ICICI Bank along with banks mentioned in the GR of Finance Department of Government of Gujarat (GR No: EMD/10/2015/508/DMO dated 27.04.2016) only in favour of "CEO, Vadodara Smart City Development Limited".
7	Tender Validity	180 Days
8	Submission of Tender Fee, EMD and Technical Bid	In seal Should be superscripted on envelope the name of work and strictly by RPAD/Speed Post/ Courier/ Hand delivery before 25/01/2021 up to 16:00 Hrs. to General Manager (IT), Information Technology Department, Khanderao Market Bldg., Palace Road, Vadodara-390001

Conditional tenders are liable to be rejected. The CEO, VSCDL, Vadodara reserves the right to reject any one or all tenders without assigning any reason thereof.

**General Manager (IT)**

VSCDL, Vadodara.

## PRELIMINARY DEFINITIONS

- 1 **"Act"** means Gujarat Provincial Municipal Corporation Act, 1947.
- 2 **"Tender Document"** shall mean this Tender Document and shall include Introduction, Invitation for Bids, Instructions to Bidders, Scope of Work, Technical Requirements Specifications, Functional Requirements Specifications and the terms and conditions and Schedules, Annexure or addendum hereto, as may be amended from time to time.
- 3 **"Bidder"** means Bidder /Consortium partner, in relation responding to this tender.
- 4 **"PROPOSAL"** shall mean Request for Tenders.
- 5 **"Maintenance"** shall mean and include ongoing production support and small software modifications, bug fixing, enhancements, online and onsite help, support services and adaptation to changed environments.
- 6 **"Data"** shall mean the information in relation to the VSCDL made available to the Bidder for the project.
- 7 **"Contract"** shall mean the agreement to be entered into between VSCDL and the successful Bidder.
- 8 **"Bid Document"** shall mean the document submitted by the Bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.
- 9 **"Authorized Representative"** shall mean any person/agency authorized by either of the parties.
- 10 **"Rates/Prices"** means prices of supply of equipment and services quoted by the bidder in the Commercial Bid submitted by him and/or mentioned in the contract.
- 11 **"Services"** means the work to be performed by the implementation partner pursuant to this contract, as detailed in the scope of work.
- 12 **"Site"** shall mean the location(s) for which the contract has been issued and where the service shall be provided as per agreement.
- 13 **"VMC"** means VADODARA MUNICIPAL CORPORATION including all the related departments/branches availing the service from the Bidder.
- 14 **"VSCDL"** means VADODARA SMART CITY DEVELOPMENT LIMITED including all the related departments/branches availing the service from the Bidder.

## INSTRUCTIONS TO BIDDERS

- 1 Bidders wishes to participate in this tender will have to register on website <https://www.nprocure.com>
- 2 Digital Certificate: Bidders who wish to participate in on line tenders will have to procure /should have legally valid digital Certificate as per Information Technology Act 2000 using which they can sign their Electronics bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions a Division of GNFC Ltd., who are the licensed Certifying Authority by Govt. of India.
- 3 All bidders should be Digitally Signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted:  
(n)code solutions  
A division of GNFC  
301, GNFC Infotower, Bodakdev,  
Ahmedabad - 380 054 (India)  
Tel: +91 26857316/17/18 Fax: +91 79 26857321  
E-mail: nprocure@gnvfc.net  
Mobile: 9327084190, 9898589652
- 4 The tender document can be downloaded from website [www.nprocure.com](http://www.nprocure.com).
- 5 Bidders who already have a valid Digital certificate need not procure a new digital certificate.
- 6 Bidders can prepare & edit their offers numbers of items before tender submission date & time. After tender submission date & time, bidder cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
- 7 Bidder shall submit their offer i.e. Commercial Bid in Electronic format on above mentioned website & Date shown above after digitally signing the same.
- 8 Rates submitted without digitally signed will not be accepted.
- 9 Rates in physical form will not be accepted in any case.
- 10 Rates shall be quoted in Indian Rupees only.
- 11 Bidders are advised to study the RFP document carefully before participating. It shall be deemed that the bidder has submitted his bid after their careful study and examination of the RFP document with full understanding of all the clauses in the entire body of the RFP and its implications. Bidders are also recommended to visit VSCDL and understand the requirements to allow them to propose the best fit solution.
- 12 Bids are to be submitted as per enclosed format only. Attach the certificates, brochures & other documents asked for in the RFP document. Provide additional supportive documents, wherever necessary.
- 13 This RFP document is non-transferable.
- 14 VSCDL shall not be responsible for any postal delay about non receipt / non delivery of the documents.
- 15 The Bidder shall bear all costs associated with the preparation and submission of its bid and VSCDL shall in no event or circumstance be held responsible or liable for these costs, regardless of the conductor outcome of the bidding process.

- 16 VSCDL shall make efforts to respond to any request for clarification of the RFP document in the email only. Such response/clarification shall be to the extent possible be made in writing. The bidders would be required to submit their queries to VSCDL in writing atleast by 12-01-2021. Queries not submitted within this deadline may not be taken up.

The queries must be submitted on the company letter head and in the following format. The queries must be sent either through Post, Courier, in Person or scanned copy attached in email (directorit@vmc.gov.in). Query sent through email (directorit@vmc.gov.in) only.

Sr. No.	RFP Section No.	RFP Clause No.	Reference/Subject	Clarification Sought

The queries not adhering to the above mentioned format shall not be responded to.

- 16 At any time before the deadline for submission of bids, VSCDL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and/or supplementing the same and the document shall be available on the internet. It is the responsibility of the bidders to look for the same.

In the event of any amendment, VSCDL reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment in to account while preparing their bids.

- 17 The Bidder shall quote price in clear terms. Breakup should abide by the Format for Commercial Bid. **The rates quoted should be inclusive of GST and all other taxes.** All prices shall be for delivery of services at VSCDL's premises up to the satisfaction of VSCDL or their representatives (if any).
- 18 The Commercial Bids should strictly conform to the formats to enable evaluation of bids and special care may be taken that the bid shaving any hidden costs or conditional costs will be liable for rejection.

The price components furnished by the Bidder will be solely for the purpose of facilitating the comparison of bids by VSCDL and will not in any way limit VSCDL's right to contract on any of the terms offered.

## **Scope of Work:**

Supply & Installation of Desktop Computers and Printers with minimum 3 years onsite comprehensive warranty for all the parts of all the units of Computers. The required Specifications & Quantity are declared in Annexure - "A" and the rates are strictly to be quoted on website viz. [www.nprocure.com](http://www.nprocure.com) (e-Tendering Process) only.

## **Prequalification Criteria and Bid Evaluation**

1. VSCDL shall evaluate and compare the bids determined to be substantially responsive.
2. Bidder is one who has responded to the PROPOSAL for Supply & Installation of Desktop Computers and Printers. The Bidder shall duly fill in all the information specified in the pre-qualification criteria specified in herein below. In the event of any additional information required by the VSCDL other than that specified in the pre-qualification criteria, the Bidder to the VSCDL shall duly submit such information in the prescribed time. It shall be expressly agreed herein by the bidder that he has read and understood the complete Tender Document and other documents / requirements and shall comply with the same.
3. Prior to the detailed evaluation of the Technical Bids, VSCDL shall determine whether each bid is
  - a) complete
  - b) is accompanied by the required information and documents and
  - c) is substantially responsive to the requirements set forth in the Proposal.
4. A substantially responsive Bid is one, which conforms to the requirements, terms & conditions and specifications of the Proposal without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the deliverables, or which limits in any substantial way, inconsistent with the Proposal, VSCDL's rights or the Bidder's obligations for, performance of the Project and the rectification of which deviation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
5. In order to reach such a determination, VSCDL will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this Proposal. VSCDL's evaluation in this regard shall be final and binding on the Bidder.
6. Any effort made by the Bidder to influence the VSCDL/VMC in the evaluation/contract award decision, may result in the rejection of the Bidder's bid.
7. During evaluation of bids, VSCDL may, at its discretion, ask the Bidder for a clarification of its bid. VSCDL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

The Bidder's eligibility for pre-qualification/short-listing will be evaluated based on the following parameters.

## **A. Technical Experience/Eligibility Criteria:**

- Financial turnover of the bidder should be minimum ₹ 6 Crore in each 3 audited Financial year in supply of computers and printers.
- Should have office in Gujarat preferable in Vadodara.
- Should have GST registration.
- Sufficient proof of being Authorized Dealer of the offered Computers & Printers.
- It is must for the bidder to submit the supporting documents/certificates of fulfilling all mentioned Terms & Conditions.
- Certificate from OEM for onsite warranty for 3 years.

**Opening of Technical Bids:** VSCDL will open all Technical Bids of those bidders who have submitted the EMD, Tender Fee and submit all eligibility criteria documents.

### **Technical Proposal - Evaluation Criteria**

- a) The Bidder shall duly fill in all the information specified in the Technical qualification criteria specified below. In the event of any additional information required by the VSCDL other than that specified in the technical qualification criteria, the Bidder to the VSCDL shall duly submit such information in the prescribed time. It shall be expressly agreed herein by the bidder that he has read and understood the complete Tender Document and other documents / requirements and shall comply with the same.
- b) Tendering authority may ask the bidder for a Post-Bid Technical demonstration confirming the specifications of tender to qualify the technical bid, which would be evaluated by the Evaluation committee.
- c) Based on the results of the Technical evaluation, VSCDL shall then proceed to open and evaluate the **Commercial Bid**. The Commercial evaluation will take into account the information supplied by the Bidders in the Commercial Bid, and the same shall be evaluated in accordance with the evaluation criteria specified in the proposal.

**Opening of Commercial Bids:** Commercial Bids will be opened and compared after the technical evaluation has been completed for those Bidders whose Technical Bids reach the minimum standard needed for the task.

**Announcement of Bids:** The Commercial Bids will be opened, in the presence of Bidder's or their representatives who choose to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders. In the event of the specified date of Bid opening being declared a holiday for VSCDL, the Bids shall be opened at the appointed time and location on the next working day.

The Bidders/Bidder's representatives present at the Commercial Bid opening shall sign a register evidencing their attendance.

The name of Bidder, bid prices, total amount of each Bid, alternative prices (if any), etc. shall be announced by the VSCDL at the Commercial Bid opening.

**Clarification of Bids:** To assist in the evaluation, comparison and an examination of bids, VSCDL may, at its sole discretion, ask the Bidder for a clarification of its bid including breakdown of unit rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, VSCDL reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.



## **Award of Contract**

### **VSCDL's right to accept any Bid and to reject any Bid or all Bids**

Notwithstanding anything stated herein, VSCDL reserves the right to accept full or part of the Bid or reject any Bid, and to cancel/annul the bidding process and reject all Bids at any time before the award of the Contract, without assigning any reason and thereby without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidder's of the grounds for VSCDL's action/decision.

### **Notification of Award**

#### **Notification to Bidder**

The Bidder whose Bid has been accepted shall be notified of the award by the VSCDL prior to the expiration of the period of validity of the proposal, by registered letter or by fax. This letter (hereinafter the "Letter of Acceptance") shall state the sum that VSCDL shall pay the Bidder in consideration of the execution, completion and maintenance of the work as prescribed by the Contract (hereinafter the "Contract Cost") in accordance with Payment Terms. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within Seven (7) days from the receipt of the Letter of Acceptance.

### **Signing of agreement**

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and VSCDL shall promptly and in no event later than 7 days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. VSCDL shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

### **Failure to abide by the Contract**

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of VSCDL with such penalties as specified in the Bid Document and the Contract.

**Termination of Contract Termination for Default** VSCDL may, without prejudice, to any other remedy for breach of Contract, by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason if

- The qualified Bidder fails to deliver any or all of the obligations within the time period(s) specified in the Contract, or any extension thereof granted by VSCDL.
- The qualified Bidder fails to perform any other obligation(s) under the Contract.

If the Bidder is in material breach of the representations and warranties contained in this Contract upon receipt of the notice of default, the Bidder shall, within a period of ten (10) working days thereof, vacate the premises of VSCDL and return all Intellectual Property of the VSCDL. The disputes, if any, shall be decided by the CEO, VSCDL whose decision shall be final and binding on the Parties.

### **Termination for Insolvency, Dissolution, etc.**

VSCDL/VMC may at any time terminate the Contract by giving written notice to the qualified Bidder without compensation to the Bidder, if the qualified Bidder becomes bankrupt or is otherwise adjudged insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to VSCDL/VMC.

### **Termination for Convenience**

VSCDL/VMC reserves the right to terminate by prior written notice, the whole or part of the Contract. The notice of termination shall specify that termination be for VSCDL's/VMC's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective. Upon termination of this Contract, VSCDL/VMC shall have the right to enter into an agreement with any third party for the Project and Maintenance and shall in no way be answerable to the Bidder for such acts. The Earnest Money Deposit and/or Performance Guarantee given to the VSCDL/VMC by the Bidder shall be confiscated.

### **Corrupt or Fraudulent Practices**

- 1) VSCDL requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, VSCDL defines for the purposes of this provision, the terms set forth as follows:
  - a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the VSCDL official in the procurement process or in contract execution; and
  - b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of VSCDL, 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 VSCDL of the benefits of the free and open competition;
- 2) VSCDL shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices. Also, in such case, the deposits will be forfeited and the bidder will be blacklisted for doing any business with VSCDL for the period decided by the authority.

### **Interpretation of the clauses in the Tender Document / Contract Document**

- 1) In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, the VSCDL's interpretation of the clauses shall be final and binding on all parties.
- 2) However, in case of doubt as to the interpretation of the bid, the bidder may make a written request prior to the pre-bid conference to:

General Manager (IT)  
Information Technology Department  
Vadodara Smart City Development Limited  
Khanderao Market Building, Raj Mahal Road,  
Vadodara-390 001 (Gujarat).

VSCDL/VMC may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

## GENERAL TERMS & CONDITIONS

- 1) Tender (Technical Bid) should be accompanied by:
  - (a) **D.D.** of Nationalized bank for ₹ 391290/- against EMD, "Vadodara Smart City Development Limited" payable at Vadodara or in BG form.
  - (b) **D.D.** of Nationalized bank for ₹ 10000/- + GST (18%) total ₹ 11800/- against tender form fee, "Vadodara Smart City Development Limited" payable at Vadodara,
  - (c) Copy of the GST certificate of the company,
  - (d) Copy of the receipt of Professional-Tax paid for 2020-21
  - (e) Copy of sufficient proof of being Authorized Dealer of the offered Computers and Printers.
- 2) The **Tender will be considered as rejected if** (a) it is not accompanied by a D.D. for EMD **and** all the other documents, (b) tender is not submitted in this prescribed Tender Form of VSCDL (returning all the pages therein); with the stamp & signature of the authority on all the pages therein OR (c) tender contains vague & indefinite expressions and quoted with conditional rates.
- 3) Interested bidders are advised to study the document carefully. Submission of Application shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.
- 4) The Bidder shall bear all the costs associated with the preparation and submission of its bid, and VSCDL in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 5) The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 6) Each offer shall specify only a single solution which is cost effective and meeting the tender specifications and it is the responsibility of the Bidder to decide the best of breed solution.
- 7) Excuse from Claim: The Bidder at no point of time can excuse themselves from any claims by VSCDL whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned in RFP document.
- 8) Right to Termination/Cancellation: Notwithstanding anything contained in this document, VSCDL, reserves the right to cancel/terminate the bid/proposal process without assigning any reason whatsoever, at any time prior to signing the contract and VSCDL shall have no liability for above-mentioned actions.
- 9) About quoting the rates.....
  - (a) Please quote your rates strictly on website viz. [www.nprocure.com](http://www.nprocure.com) (e-Tendering Process) only. The rates quoted anywhere else will be rejected and any justification for the same by any bidder will not be considered in any circumstances. Doing so by any bidder will lead to disqualification of the tender.
- 10) In case of non-receipt of Bid Processing fees and EMD as mentioned above within prescribed time, the bid will be rejected by VSCDL as non-responsive.
- 11) EMD shall be forfeited if the tender is withdrawn during the validity period.

- 12) VSCDL is not responsible for delay, loss or non-receipt of tender documents sent by the post.
- 13) **VSCDL reserves the rights to** accept or reject any/all tenders and to split the work among two or more tenders without assigning any reason what so ever.
- 14) VSCDL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for VSCDL's action.
- 15) **Printed terms and condition of the bidder** will not be considered as forming part of the tender and offer. Cancellation of or not agreeing with any terms and conditions of VSCDL will not be entertained in any circumstances.
- 16) A bid valid for a shorter period shall be rejected as non-responsive. If required, VSCDL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.
- 17) All correction/addition/deletion shall require authorized countersign.
- 18) Modification and Withdrawal of Bids
1. No bids will be allowed to be modified subsequent to the final submission of bids.
  2. No bid will allowed to withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
- 19) **The selected Bidder** for award of the contract will have, (a) to sign an agreement on the Govt. stamp paper to be purchased by the bidder as per the prevailing rules and regulations of VSCDL and (b) to pay the security deposit, @ 3 % of the order value by D.D. or Bank Guarantee.
- 20) **The Security Deposit** will be retuned only after successful supply and installation of computers & Printers and the E.M.D. will be returned only one year after completion of the contract period.
- 21) **Assignment** of work will be given to a single party. However, VSCDL reserves the rights to accept any tender or reject any/all tenders without assigning any reasons.
- 22) **Period of Validity of Bids:**
- a. Bids shall be valid for 180 days after the date of technical bid opening prescribed by VSCDL. Any Bid valid for a shorter period shall be rejected by VSCDL as non-responsive.
  - b. In exceptional circumstances, VSCDL may solicit the Bidder's consent for extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be permitted to modify its bid/rates.
- 23) **Amendment of Bidding Documents (Corrigendum)**
1. At any time prior to the deadline for submission of bids, VSCDL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
  2. The Corrigendum/amendment to the tender, if required any, will be published on <https://vmc.nprocure.com> and [www.vmc.gov.in](http://www.vmc.gov.in) without any notice being published in the newspaper. Thus, Bidder must check above websites periodically during tender process.

3. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids VSCDL, at its discretion, may extend the deadline for the submission of bids.
- 24)** Insurance shall be the responsibility of the bidder, who shall provide coverage for all items, against transit risks, incident to acquisition transport and door delivery of equipment up to destination. The coverage shall be as to allow complete replacement of any item lost or damaged. In case of damage or loss in transit up to destinations of door delivery, it shall be the responsibility of the bidder to initiate and pursue the claim with insurance company. The bidder shall take immediate steps to replace the damaged equipment/parts.
- 25)** The ordered items should be processed and packed suitably as per slandered commercial practice. The bidder shall insert in each box, a packing list fully item-wise to show the box number, contents, gross and net weight and cubic measurements. One copy of the packing list should accompany the dispatched documents sent to consignee.
- 26)** Materials used for the manufacture of the equipment of be furnished, shall confirm to the relevant International/Indian Standards. The design and workmanship shall be of superior quality so as to ensure satisfactory operation of the equipment. The design and production of equipment shall be in accordance with modern practices. All similar component parts of similar equipment shall be interchangeable with one another.
- 27)** Both legal and equitable title to the material, equipments and software covered by the contract shall pass on to the VMC. In case of requirement, the software's registration liability will rest only on the Bidder. Registration must be done under the name of "Municipal Commissioner, Vadodara.
- 28)** The Computers & Printers shall have minimum **3 Years onsite comprehensive warranty period for all the parts of all the units of Computers**, after their complete installation. Additional warranty for further period will be treated as additional qualification.
- 29)** **Bidder should quote for commercial desktop computers only.**
- 30)** VMC will purchase Computers & Printers in the one year from the date of contract, with the same rate as purchase order.
- 31)** Minimum 5 Desktops and 3 Printers are to be spared for the emergency replacement in VMC.
- 32)** **During the Warranty Period, maintenance and support time will be for round the clock round the year (as said 7x24) at site.** If the complaints' are not attended promptly and if the items are not successfully repaired within 48 clock hours. The penalty of **Rs. 500/- per day of such delay** will be charged, and the same will be deducted from the deposits. Also, if the delay in repairing is beyond tolerance period of VMC, than standby computers with proper specifications as per requirement shall have to be provided and installed with configuring them as per requirement of their usage.
- 33)** Network configuration, VMC softwares, Anti-Virus & Microsoft Office will be given to the selected bidder and bidder should install it in supplied items.

- 34)** The selected bidder shall depute representatives (a) to supervise the unloading and transportation, so as to prevent any damages due to mishandling in these operations and (b) for installation of equipments at the specified locations. The supervisory representatives shall be fully responsible for the respective operations and will give test before handling over the equipments. The bidder free of all charges shall provide this service of the supervisory representatives.
- 35)** All documents, correspondence, decision and orders concerning the contract shall be considered as confidential and/or restricted in nature by the bidder and shall be not divulge allow to access to them by any unauthorized persons.
- 36)** Penalty for any delay in supply of equipments at the specified locations will be deducted from the payment, @ 2 % of the total value of the purchase order per week of such delay or part thereof. The maximum penalty for delay is 10% of the total value. If the delay is beyond tolerance period of VMC, then the purchase order and agreement will be cancelled, the deposits of EMD & SD will be forfeited and the bidder will be blacklisted for doing any business with VMC for the period as decided by the VMC authority.
- 37)** Only principal manufacturers or the bidders who are authorized to bid in the present tender by the principal manufacturers are eligible to participate in the bid. The bidder, if not an OEM, should submit the Manufacturer's authorization form (MAF) from the principal companies issued specifically for the present tender.
- 38)** The bidder must have his own local service office or residential service engineer in Vadodara. Submit the details.
- 39)** In case the bidder is providing support through his channel partner/ Franchisee as the case may be, an undertaking duly signed by the bidder & the Franchisee/ channel partner shall also be attached with the bid.
- 40)** The bidders are requested to quote specific model no with OEM/make. The quoted model details specifications/Technical sheet & driver etc. should be available on OEM official website on public domain.
- 41)** The bidders are requested to share the hyper link of the official website where we can verify the model details and can get related support along with the technical bid. (Driver's, Product details, etc.)
- 42)** Bidder cannot allow to do the JV or Consortium or given any sub contract.
- 43)** **Go Green: The Bidder should also implement / suggest Energy savings & Environmental safety measures.**
- 44)** Other than stated charges in tender, bidder will not claim any extra charges.

## **PAYMENT**

- (a)** No advance payment will be made.
- (b)** Invoice for payment in three copies will be accepted only after complete supply and successful & acceptable installation of all the ordered items.
- (c)** Payment will be done within 30 days, in normal circumstances, after submission of the invoice and all the required document.
- (d)** All payments shall be made in Indian rupees.

## **FORCE MAJEURE**

### **1. Force Majeure:**

- 1.1 Force Majeure Event: A Force Majeure Event shall mean occurrence of any of the events like acts of God, exceptionally adverse weather conditions, earthquake, cyclone, flood, volcanic eruption or fire or landslide, strikes or boycotts (other than those involving the Bidder or their respective employees/representative or attributable to any act or omission of any of them) interrupting supplies and services, an act of war, riot, terrorist or military action, industry wide or state wide or India wide strikes or industrial action which prevent execution of pick up stand / queue shed, which prevent the Parties from performing its obligations under this Agreement.
- 1.2 If the Bidder is rendered wholly or partially unable to perform its obligations because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event only and not due to other reasons whatsoever.
- 1.3 The Bidder affected by a Force Majeure Event shall notify VSCDL in writing of the occurrence of the Force Majeure Event as Soon as reasonably practicable of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

### **2. Dispute Resolution :**

- (i) In the event of any dispute arising with regards to the terms & conditions or interpretation of any clause of the agreement signed with the selected Bidder, the "CEO, VSCDL" shall be the sole arbitrator under the Indian Arbitration Act 1940 and whatever decision given by the "CEO, VSCDL" shall be final and binding on both the parties.
- (ii) Any dispute arises with regards to any terms and conditions of the agreement signed with the selected Bidder; it shall be solely subject to the jurisdiction of the Vadodara courts.

### **3. Suspension and termination:**

- 3.1 If the Bidder shall be in Breach of any of the tender conditions, VSCDL, shall be entitled in its sole discretion and without prejudice to its other rights and remedies including its right of Termination hereunder, to suspend all or any of the rights of the Bidder including the Bidder's right. Such suspension by VSCDL shall be by a communication in writing to the Bidder and shall be effective forthwith upon the issue thereof to the Bidder.
- 3.2 If the Bidder makes remedy and rectify such cause, diligent then VSCDL efforts to shall allow the Bidder reasonable time and opportunity for such remedy or rectification.

- 3.3 The suspension of the rights of the Bidder by VSCDL pursuant to Clause 3.1 above shall be revoked by VSCDL forthwith upon the Bidder having remedied the Breach during such suspension period to the satisfaction of VSCDL unless in the meantime, the Bidder has been Terminated by VSCDL.

#### **4. Damages for Breach of Agreement :**

- 4.1 In the event of Bidder being in material default and such default is cured before Termination, the Bidder shall pay to VSCDL/VMC as Damages, an amount of ₹ 2,00,000/- (Two Lacs only) per month or for part thereof, till such default is cured, in one instance within 30 (thirty) days of receiving the demand.
- 4.2 In the event of the Bidder being in default in the due and faithful performance of its obligations and failing to remedy such default within the specified period, VSCDL shall be entitled to forfeit the performance security and appropriate the same as damages for such default. Upon such encashment and appropriation of the performance security, VSCDL shall grant a period of 15 (fifteen) days to the Bidder to provide fresh Performance Security and the Bidder shall within the time so granted furnish to VSCDL such Performance Security failing which VSCDL shall be entitled to Terminate this Agreement.

#### **5. Termination :**

- 5.1 Bidder Event of Default the following events shall constitute an event of default by the Bidder (a "Bidder Event of Default") unless such Bidder Event of Default has occurred as a result of VSCDL Event of Default or a Force Majeure Event.
- 5.2 In case the Bidder terminates the Agreement, it shall pay all the dues, if any, outstanding as at the end of the termination and facility will revert to VSCDL and VSCDL shall not be liable for payment of any compensation or damages of whatever nature and at the discretion VSCDL and on such terms and conditions, may continue till its validity. In such case, the Bidder will also require to provide all passwords, hard wares, software details and their manual to the VSCDL.

### **MISCELLANEOUS**

**Execution of the Agreement:** It shall be the responsibility of the Licensee to get the Agreement executed on the non-judicial stamp paper of appropriate value under the Indian Stamps Act 1899 and registered if required under law, at its own cost and expenses under the Indian Registration Act 1908.

**Standards:** The services provided under the Contract between the VSCDL and the successful Bidder on stamp paper shall conform to the standards mentioned in the Technical Specifications. Where no applicable standards are mentioned, such standard shall be the latest issued by the competent institution governing that standard.

**Standard of Performance:** The qualified bidder shall implement the work perform its obligations under the Contract with due diligence, efficiency and economy in



accordance with generally accepted norms techniques and practices used in the industry.

**Confidentiality:** The qualified Bidder, their personnel and their contractors hereby agree and undertake that during the term of the Contract, and thereafter, the Bidder agrees as follows:

- To maintain as confidential all Information (hereinafter defined), using such high degree of care as is appropriate to prevent any unauthorized use or disclosure, in any manner;
- Not to disclose, directly or indirectly, in any manner whatsoever, any Information to anyone;
- Not to make use of any Information which includes the results of any activities performed by the Bidder or any other data garnered by the Bidder, in any manner, directly or indirectly, for his own purposes or the benefit of anyone or any other entity other than the VSCDL/VMC;
- That the Information is the sole property of the VSCDL/VMC and that all rights, title and interest to the Information are held and owned by the VSCDL/VMC (and/or its affiliates) and disclosure or obtaining or procurement of the Information by him does not give him any rights or license as to the Information nor does it create any interest in his favour in such Information.

Any proprietary or confidential Information, including but not limited to what is stated above, relating to the tender document and/or Contract and/or VSCDL's/VMC's business or operations shall be disclosed only with the prior written consent of VSCDL/VMC. For the purposes of this tender document and the Contract, the term "Information" shall be interpreted and construed as including any trade secret, technical information, know-how or confidential, or proprietary information in the possession or control of the VSCDL/VMC, whether such information pertains to the VSCDL/VMC or any third party and whether such information are protected under any laws or not and shall include the following:

- any information relating to the VSCDL's/VMC's technology, processes, use of materials, data, archives, resources of any nature whatsoever and in any form whatsoever including inventions, discoveries, concepts, know-how, trademarks, copyrights, techniques, designs, schematics, specifications, drawings, diagrams, layouts, methods of processing and operational procedures;
- all information and other data that may be developed or designed by the VSCDL/VMC and/or any of its affiliates;
- information that describes the VSCDL's/VMC's services, products and strategies, including but not limited to, processes, research and experimental work product administration and management;
- information relating to the VSCDL's/VMC's (and/or any of its affiliates) existing or planned businesses or business initiatives, organization, marketing activities and materials, reports, studies, organizational restructuring plans, and financial information;
- confidential information and material of any third parties with which or

whom the VSCDL/VMC conducts business or in respect of which the VSCDL/VMC has confidentiality and non-disclosure obligations;

- any information, as described above, procured, obtained or contained in any proposals, plans, information memoranda or correspondences maintained by the VSCDL/VMC or provided to any personnel including the Bidder;
- any document, agreement, correspondences, letters, records, working papers, specifications, lists of customers, lists of suppliers, drawings, notes, studies, manuals, schedules, test results or other documents, computer print-outs, computer readable information or emails relating to the business of the VSCDL/VMC, whether internal or with any third party, which are not available for public view;
- any other information pertaining to or related to the VSCDL/VMC or its affiliates, associates or group companies, customers and suppliers, including, but not limited to, information related to overseas operations, including transaction processes, operations information.
- Rights in the Confidential Information
- All ownership and Intellectual Property Rights in the confidential information shall remain vested in the VSCDL/VMC.
- All passwords should be handed over to the General Manager (IT) or an officer who will be responsible as and when he asks.
- The ownership of all passwords, hardware base locking system (if any developed by the Bidder), keys will be solemnly of the VSCDL/Vadodara Municipal Corporation. There will not be any right of the Bidder on it in any form.

**Jurisdiction:** The Bidder will not, unless otherwise provided in the Agreement, directly or indirectly sell, transfer or assign sublet or otherwise part with the use whole or part of sites and facilities under this agreement to any person or party in any manner whatsoever.

**Waiver:** The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not in future be construed as waiver or a relinquishment of such terms, provisions, option, right or remedy but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

**Modification of Agreement:** Any modification/alteration to the terms and conditions of the Agreement shall be made by mutual consent in writing to be effective and binding

In the event that any clause/s mentioned in the Agreement is held to be void or not valid or not enforceable the said clause/s shall be deemed not to have been a part of the Agreement and the existence of such clause/s shall not invalidate or nullify the Agreement and it shall continue to be in force uninterrupted and be binding on the parties hereto.

## **Supplier / Bidder's Obligations**

The Bidder is obliged to work closely with the VSCDL's/VMC's staff, act within its own authority and abide by directives issued by VSCDL/VMC.

The Bidder will abide by the job safety measures prevalent in India and will free VSCDL/VMC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold VSCDL/VMC responsible or obligated.

The Bidder is responsible for managing the activities of its personnel and will hold himself responsible for any misdemeanors.

The Bidder will treat as confidential all data and information about the VSCDL/VMC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of VSCDL/VMC.

## **Patent Rights**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in VSCDL's/VMC's country, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and VSCDL/VMC is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. VSCDL/VMC will give notice to the Bidder of such claim, if it is made, without delay.

# **HOW TO QUOTE THE TENDER**

## **1. How to Quote Tender?**

- (i) Bidder should quote the bid amount in Online Price-Bid only.
- (ii) The Bidder shall quote price in clear terms. Break up should abide by the Format for Commercial Bid. The rates quoted should be inclusive of Service Tax and all other taxes.
- (iii) All prices shall be for delivery of services at VSCDL's/VMC's premises up to the satisfaction of VSCDL.
- (iv) The Commercial Bids should strictly conform to the formats to enable evaluation of bids and special care may be taken that the bids having any hidden costs or conditional costs will be liable for rejection.
- (v) All the technical tender papers should be duly signed and stamped.
- (vi) Important documents which prove your qualifications should be notarized. VSCDL/VMC will also verify all the documents with original documents. If there is any discrepancy in the document/certificate VSCDL/VMC will straightway reject bid, no communication will be made in this subject.

(vii) All other documents (i.e. Technical Bid) should be send to the Record Branch of VSCDL, through Regd./speed post or hand delivery.

(viii) Before filling in any of the details asked for, Bidders should go through the entire bid document and get the required clarifications; if any, from IT Dept of VSCDL before bidding.

***The above Terms &Conditions of VSCDL are acceptable to us***

**Signature of the Authority of Bidder**

\_\_\_\_\_  
Seal/Stamp of the Company

Name & Designation: \_\_\_\_\_

Mobile : \_\_\_\_\_ Email: \_\_\_\_\_

Landline No. : \_\_\_\_\_ Fax: \_\_\_\_\_

Bidder's Ref. No.: \_\_\_\_\_ Date: \_\_\_\_\_

## Annexure - A: Specifications & Quantity of requirement.

Item No.	Item Name	Specification	Qty.
01	Computers	Should be either of Lenovo, HP or DELL make	200
1.1	Specifications for Computers to be supplied	<p>CPU : Intel® 10th generation Core™ i5-10400 Processor (2.9GHz Base Frequency/Clock Speed, 9M Cache, 6 core) or higher</p> <p>Motherboard : Intel B460 chipset or better</p> <p>Memory : 8 GB DDR4 RAM @ 2666 MHz or higher with 1 DIMM slot free.</p> <p>HDD : 500 GB HDD with 7200 rpm or higher</p> <p>NIC : Gigabit Ethernet</p> <p>Ports : Front Port: 2x USB 3.1 Gen1, 1x microphone (3.5mm), 1x headphone / microphone combo jack(3.5mm)</p> <p>Rear Ports : 2x USB 3.1 Gen1, 2x USB 2.0, 1x serial (9-pin), 1x Ethernet (RJ-45), 1x VGA, 1x Display Port, 1x Line-out jack (3.5mm)</p> <p>PCI Slots : Minimum 2 PCIe slots</p> <p>Security : Onboard Integrated Discrete TPM 2.0, TCG Certified (Hardware and Software)</p> <p>Monitor : 21.5” or higher wide screen LED Backlit based TFTs, should have at least 1 no. of VGA Port, 1 no. of Display Port , 1 no. of HDMI Port, Resolution – 1920 X 1080 or better, TCO Displays 7.0 or higher and Energy Star certified or better; Monitor should be of same make of offered PC Brand.</p> <p>Keyboard : Standard Full Size 107 key USB Keyboard (should be regular in size and not be slim type) (Same Make of PC)</p> <p>Mouse : Two button scroll USB optical mouse (Same Make of PC) with pad</p> <p>OS : Window 10 Professional 64 bit with latest updates (Preinstalled and activated) licensed software with Restore/ Recovery CD or alternate arrangement (i.e in Pen drive or Internet Link) No software that are trial version or unlicensed in nature should be pre-installed on the system. It should be Government License (if available)</p> <p>Warranty : 3 years comprehensive onsite back-to-back OEM warranty for Desktop, Monitor, Keyboard and mouse including service and parts</p>	

Item No.	Item Name	Specification	Qty.																																						
02	Laser Printers	A4 Laser Printers (Duplex and Network) HP/Canon/EPSON Make)	70																																						
2.1	Specifications for Printers to be supplied	<table border="1"> <tr> <td data-bbox="400 342 798 376">Print spec black (normal, A4)</td> <td data-bbox="798 342 1396 376">Up to 25 (pages per minute)</td> </tr> <tr> <td data-bbox="400 376 798 477">Print speed footnote</td> <td data-bbox="798 376 1396 477">Exact speed varies depending on the system configuration, software program, and document complexity.</td> </tr> <tr> <td data-bbox="400 477 798 510">Print quality black (best)</td> <td data-bbox="798 477 1396 510">Up to 600 x 600 dpi</td> </tr> <tr> <td data-bbox="400 510 798 544">Duplex print options</td> <td data-bbox="798 510 1396 544">Automatic (Standard)</td> </tr> <tr> <td colspan="2" data-bbox="400 544 1396 577" style="text-align: center;"><b>Paper handling</b></td> </tr> <tr> <td data-bbox="400 577 798 611">Paper handling input, standard</td> <td data-bbox="798 577 1396 611">Minimum Up to 150-sheet input tray</td> </tr> <tr> <td data-bbox="400 611 798 645">Paper handling output, standard</td> <td data-bbox="798 611 1396 645">Minimum Up to 100-sheet face-down tray</td> </tr> <tr> <td data-bbox="400 645 798 678">Duplex printing</td> <td data-bbox="798 645 1396 678">Manual (driver support provided)</td> </tr> <tr> <td data-bbox="400 678 798 813">Media sizes supported</td> <td data-bbox="798 678 1396 813">A4, B5, A5, LGL*, LTR, STMT, EXE, OFFICIO, B-OFFICIO, M-OFFICIO, GLTR, GLGL, FLS, 16K, Index Card, Envelope: COM10, Monarch, C5, DL</td> </tr> <tr> <td data-bbox="400 813 798 880">Media types</td> <td data-bbox="798 813 1396 880">Paper (plain, laser), envelopes, transparencies, labels, cardstock, postcards, Recycled, Heavy</td> </tr> <tr> <td colspan="2" data-bbox="400 880 1396 913" style="text-align: center;"><b>Additional specifications</b></td> </tr> <tr> <td data-bbox="400 913 798 947">Memory</td> <td data-bbox="798 913 1396 947">64 MB or Higher</td> </tr> <tr> <td colspan="2" data-bbox="400 947 1396 981" style="text-align: center;"><b>Connectivity</b></td> </tr> <tr> <td data-bbox="400 981 798 1037">Connectivity, standard</td> <td data-bbox="798 981 1396 1037">Hi-Speed USB (compatible with USB 2.0 specifications)</td> </tr> <tr> <td data-bbox="400 1037 798 1104">Compatible operating systems</td> <td data-bbox="798 1037 1396 1104">All the operating system of windows, Mac OS and Linux</td> </tr> <tr> <td colspan="2" data-bbox="400 1104 1396 1137" style="text-align: center;"><b>Power and operating requirements</b></td> </tr> <tr> <td data-bbox="400 1137 798 1205">Power</td> <td data-bbox="798 1137 1396 1205">Input voltage 220 to 240 VAC (+/- 10%), 50/60 Hz (+/- 2 Hz)</td> </tr> <tr> <td data-bbox="400 1205 798 1272">Drivers</td> <td data-bbox="798 1205 1396 1272">Drivers should be in CD or in Pen drive or Internet link</td> </tr> <tr> <td data-bbox="400 1272 798 1301">Warranty</td> <td data-bbox="798 1272 1396 1301">Three Years OEM warranty</td> </tr> </table>	Print spec black (normal, A4)	Up to 25 (pages per minute)	Print speed footnote	Exact speed varies depending on the system configuration, software program, and document complexity.	Print quality black (best)	Up to 600 x 600 dpi	Duplex print options	Automatic (Standard)	<b>Paper handling</b>		Paper handling input, standard	Minimum Up to 150-sheet input tray	Paper handling output, standard	Minimum Up to 100-sheet face-down tray	Duplex printing	Manual (driver support provided)	Media sizes supported	A4, B5, A5, LGL*, LTR, STMT, EXE, OFFICIO, B-OFFICIO, M-OFFICIO, GLTR, GLGL, FLS, 16K, Index Card, Envelope: COM10, Monarch, C5, DL	Media types	Paper (plain, laser), envelopes, transparencies, labels, cardstock, postcards, Recycled, Heavy	<b>Additional specifications</b>		Memory	64 MB or Higher	<b>Connectivity</b>		Connectivity, standard	Hi-Speed USB (compatible with USB 2.0 specifications)	Compatible operating systems	All the operating system of windows, Mac OS and Linux	<b>Power and operating requirements</b>		Power	Input voltage 220 to 240 VAC (+/- 10%), 50/60 Hz (+/- 2 Hz)	Drivers	Drivers should be in CD or in Pen drive or Internet link	Warranty	Three Years OEM warranty	
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<b>Power and operating requirements</b>																																																									
Power	Input voltage 220 to 240 VAC (+/- 10%), 50/60 Hz (+/- 2 Hz)																																																								
Drivers	Drivers should be in CD or in Pen drive or Internet link																																																								
Warranty	Three Years OEM warranty																																																								

**ANNEXURE-B**

**FORMAT FOR LETTER OF AUTHORISATION**

To,  
The Chief Executive Officer,  
Vadodara Smart City Development Limited,  
Khanderao Market Bldg., Palace Road,  
Vadodara-390001

Shri \_\_\_\_\_ domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_  
(Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of to negotiate and settle terms and conditions, finalize, approve, sign and execute Agreements, Documents, Endorsements, Writings etc. as may be required by VSCDL for the work of "ARC for Call Center Management of VSCDL/VMC " and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested Signature of Shri \_\_\_\_\_)

\_\_\_\_\_  
Name of the Designated Person

\_\_\_\_\_  
Signature of the authorized Person

\_\_\_\_\_  
Name of the Prospective Bidder/Leader



## **ANNEXURE-C**

### **Anti-Blacklisting Certificate**

(On a Stamp Paper of relevant value)

I M/s. \_\_\_\_\_ (Bidder), \_\_\_\_\_ (the names and address of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_-(Bid submission Date). Rejection in case any material misrepresentation is made or discovered with regard to the requirements.

We further confirm that we are aware that our Application for the captioned Project would be liable for of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2021.

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Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person