

Rajkot Municipal Corporation



Annual Maintenance Contract (1 Year) for Blade Center, Blade Server, Storage and Support for VMWare

I.T./HW/003/Tender/2023-24

Tender Issue Start from : **08/05/2023**
Last Date of Submission : **24/05/2023**
Online Prebid Meeting : **12/05/2023**
Date of Bid Submission : **25/05/2023-29/05/2023**
Technical Bid Opening Date: **29/05/2023**
Total No of Pages : **1 .. 43**

Deputy Commissioner,
Rajkot Municipal Corporation,
Dhebar Road,
Rajkot – 360001.
Tel. No. Office - 2230920

Seal of Bidder

Technical Bid

Signature of Bidder

**Annual Maintenance Contract (1 Year) for Blade Center, Blade Server,
Storage and Support for VMWare.**

TENDER NO. I.T./HW/003/Tender/2023-24

SCHEDULE - A

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Bid Invitation Notice

Sealed and super scribed tenders on item rate basis are invited for One years Annual Maintenance of below mentioned items working with either State or Central Government or Semi - Government, or Bank with sound technical expertise with financial capabilities and possessing the required equipment. The firm must be well established since last three years in the field and have their technical setup at Rajkot.

Name of Works	Annual Maintenance Contract (1 Year) for Blade Center, Blade Server, Storage and Support for VMWare.
Bid Type	Two Bid (Technical and Financial)
Tender Fee (Non Refundable)	Rs.1375/- (By DD or Banker's Cheque only)
Tender Issue Start from	08/05/2023
Last Date for Online Submission	On or Before 24/05/2023 upto 18.00 Hrs
Earnest Money Deposit	Rs. 46,000/-
Tender Validity	120 Days
Opening of Technical Bid	On 29/05/2023 at 18.05 Hrs.
Submission of Tender Fee, EMD and Technical Bid	In sealed envelope strictly by RPAD/Speed Post between 25/05/2023-29/05/2023 before 18.00 hrs to Director IT, Information Technology Department, Rajkot Municipal Corporation, Dhebar Road, Rajkot 360001.
Price Bid Opening	Intimated later

Conditional tenders are liable to be rejected. The Municipal Commissioner, Rajkot Municipal Corporation, Rajkot reserves the rights to reject any one or all tenders without assigning any reason thereof.

Deputy Commissioner,
Municipal Corporation,
Rajkot.

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DATA SHEET

1.	Name of work	Annual Maintenance Contract (1 Year) for Blade Center, Blade Server, Storage and Support for VMWare.
2.	Name of the client	Municipal Commissioner Rajkot Municipal Corporation Rajkot., Phone No. 0281-2230920
3.	Descriptions and the objectives of the Assignments	The objective of the assignment is for service and support to existing infrastructure and back office.
4.	Designation and address of the officer in charge	Director IT, Information Technology Department Rajkot Municipal Corporation, Dr. AmbedkarBhavan, Dhebar Road, Rajkot-360 001.
5.	Language of documentation	English
6.	Limitation to joint venture or sub-contracts are	Joint venture not allowed.
7.	Tax liability, insurances, description or reference to documents	Will be of successful Bidder
8.	Currency for payment	Indian Rupees
9.	Required number of offer	Technical offer – 1 (To be submitted in hard copy) Price offer – 1(Online Only)
10.	Date and time of submission.	<u>24/05/2023 up to 18.00 hours</u>
11.	Validity period	120 days
12.	Compensation for Delay	One per cent of the contract price per week, subject to a maximum up to Ten percent of the contract price or as decided by the Municipal Commissioner.
13.	EMD	Rs. 46,000/- (Rupees Fourty Six Thousand Only)in form of DD of Nationalized Schedule Bank (Co-operative bank will not be allowed) in the name of Rajkot Municipal Corporation.
14.	Minimum amount of Performance Bond	Five percent of estimated amount. (Submitted within one month of award of contract)
15.	Period of liability	<u>OneYear after Work Order</u>
Municipal Commissioner reserves the right to reduce the scope of the work and entrust to any other agency without assigning any reason.		

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PRELIMINARY DEFINITIONS

1. **"Act"** means Bombay Provincial Municipal Corporation Act, 1947.
2. **"Applicable Law"** means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.
3. **"BidDocument"** shall mean the document submitted by the Bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.
4. **"Contract"** shall mean the agreement to be entered into between RMC and the successful Bidder.
5. **"COTS"** shall mean Commercial - Off – The – Shelf software package.
6. **"Data"** shall mean the information in relation to the RMC made available to the Bidder for the project.
7. **"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.
8. **"Project"** shall mean the Annual Maintenance Contract for Blade Center, Blade Server, Storage and Support for VMWare in accordance with the procedures, specifications and timelines set out in the Contract and Tender Document.
9. **"Project Schedule"** shall mean the schedule submitted by the Bidder together with the Statement of Work.
10. **"PROPOSAL"** shall mean Request for Tenders.
11. **"Statement of Work"** shall mean the work order issued by the Municipal Commissioner of the RMC, pursuant to which the Bidder shall commence the work.
12. **"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.
13. **"Bidder"** means Bidder / Consortium partner, in relation responding to this tender.

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INTERPRETATION

In this Tender Document, unless the context otherwise requires,

1. For the purpose of this Tender Document, where the context so admits, (i) the singular shall be deemed to include the plural and vice-versa, and (ii) masculine gender shall be deemed to include the feminine gender and vice-versa.
2. References to a "*person*" if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
3. References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules shall form an integral part of this Contract.
4. Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
5. The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document.
6. References to the word "include" and "including" shall be construed without limitation.
7. Any reference to day shall mean a reference to a calendar day.

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TERMS OF REFERENCE

Name of Work:-**Annual Maintenance Contract (1 Year) for Blade Center, Blade Server, Storage and Support for VMWare.**

The price should include following along with item rate of maintenance charges.

Sr No	Description	Qty
1	Hp BL460 Blade	6
2	Hp C3000 Enclosure	1
3	Hp p2000 SAN Box	2
4	Hp External 16 Port SAN Switch	2
5	Hp G2 Autoloder FC LTO 5	1
6	VMWare Certified Support for existing VMWare	1

Financial Offer (Online Only):

The agency should quote the financial offer for inclusive of all taxes on item basis.

Right to reject any or all Offers without assigning any reason thereof, is reserved by the Commissioner, RAJKOT MUNICIPAL CORPORATION, RAJKOT.

**Deputy Commissioner
Rajkot Municipal Corporation**

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Terms and Conditions

1. Bidder should be authorized by OEM to Bid tender, MAF Specific to this tender need to be attached in technical bid.
2. Bidder should have at-least2 OEM certified on HP & VMware certified resource persons out of which at-least one person should be based at Rajkot
3. Bidder should have at least five sites of blade servers for maintenance in Gujarat. Please attach work order for the same
4. Bidder should have at least 1 Years of experience in such kind of work.
5. Firm must be registered for ESIC and EPF.
6. Party should have previous experience of handling work of such magnitude.
7. If party does not have enough experience of same magnitude of work will not be considered.
8. Requires 24 x 7 round the clock service in emergency.
9. Attach company profile, technical staff details with experience and qualifications, client list with contact person name/phone nos.
10. Party should give at least 12 pre maintenance services during AMC period.
11. Immediate Replacement is a must for the parts covered under AMC. Failing which, RMC will terminate contract without giving prior notice or RMC get it repaired the same part from other party and amount will be deducted from party's bill.
12. The party will have to maintain the entire system installed at our place, which are under maintenance agreement.
13. Any type of break down calls should be attended within an hour after reporting to your office.
14. In case of proper service is not provided the following penalty clause will apply on you.
 - a. 1% of the AMC rate for every drop in service in case of not giving preventive services.
 - b. 1% of the AMC rate for every 24 hours of delay in service.
 - c. 2% of the AMC rate per day if after 48 hours you are unable to set the system right.
15. The contract period will be for 1 calendar years effective from the date of confirm work order.
16. Rajkot Municipal Corporation reserves rights to terminate the contract at any time, if service is not good.
17. Price of maintenance should include all consumables, except plastic parts, battery modules; it also includes damage due to power fluctuations.
18. Party should maintain required stock as stand by.

Deputy Commissioner,
Municipal Corporation,
Rajkot.

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PREQUALIFICATION CRITERIA & BID EVALUATION

1. RMC shall evaluate and compare the bids determined to be substantially responsive.
2. Bidder is one who has responded to the PROPOSAL for Annual Maintenance Contract for Blade Center, Blade Server, Storage and Support for VMWare. 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 RMC other than that specified in the pre-qualification criteria, the Bidder to the RMC 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, RMC 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, RMC'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.

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5. In order to reach such a determination, RMC will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this Proposal. RMC's evaluation in this regard shall be final and binding on the Bidder.
6. Any effort made by the Bidder to influence the RMC in the evaluation/ contractaward decision, may result in the rejection of the Bidder's bid.
7. It is RMC's intent to select the Bid that is most advantageous to RMC and each Bid will be evaluated using the criteria and process outlined below.

The Technical evaluation of Bids shall be carried out by the RMC using a point system. The Bid with minimum Technical Evaluation Score of 70% only will be considered for opening of Commercial bid.

The commercial bids opened shall be evaluated for composite score as described below

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

- A. Technical Experience, and
- B. Financial Capability.

A. Technical Experience:

- a) Firm should have a at least 1 Years experience as on bid publishing date.
- b) Total number of certified technical employees should be minimumFive. (List Should be attached in Annexure)
- c) Company must have at least two VMWare Certified Engineer on their payroll.
- d) Experience of same type of work.
- e) First Must not be blacklisted with any government/semi government organization.
- f) Firm must be registered for ESIC and EPF

B. Financial Capability

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- a) An average annual turnover in business of last three year should not be less than Rs. 8 Lacs.
- b) Working capital (to be demonstrated by the bidder in the form of confirmed credit line from reputable bank or the bidder's own audited financial statement taking into account current commitment): Rs.5 lacs.

Opening of Technical Bids:RMC will open all TechnicalBids of those bidders who have submitted the EMD &Tender Fee as per RMC' conditions, **On 29/05/2023 at 18.05 Hrs.**

Technical Proposal - Evaluation Criteria

- a) The Bidder shall duly fill in all the information specified in the pre-qualification criteria specified below. In the event of any additional information required by the RMC other than that specified in the pre-qualification criteria, the Bidder to the RMC 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) The Bidder should have provided such services to at least two governmental or parastatal agencies. The Bidder must substantiate the same by attaching necessary proofs, which RMC may choose to verify directly from such customers. The Bidder shall provide the details of the cases.
- c) An important criterion in the evaluation will be the Bidder's past experience and shall substantially assist RMC while evaluating the Bid Document.
- d) Based on the results of the Technical evaluation, RMC shall then proceed to open and evaluate the Commercial Bid once the Bidder qualifies 70% or more of the Technical evaluation. 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.

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The evaluation criteria on which the Solution will be evaluated can be categorized as below. The Bidder must score at least 70% in the overall technical evaluation.

Sr No	Details Description	Marks	Bidder's Own Assessment	Page no of supporting document supplied by bidder
1	Bidder's specific experience related to the assignment	40		
a	Same project Executed at			
(I)	More than 7 places	20		
(II)	3-5 places	15		
(III)	2-3 Places	10		
	Total Category wise	20		
B	The firms shall have minimum 1 Years of experience in same type of project/work.	10		
(I)	More than 5 years	10		
(II)	5-1 Years	08		
(III)	Less than 1 Years	00		
	Total	10		
c	Experience at	10		
(I)	Pvt Ltd co./ Co-operative society /NGO experience per project 1 mark maximum 10 marks	10		
(II)	Governmental or other parastatal agency/per project 3 maximum 10 marks	10		
(III)	No Experience	0		
	Total	10		
	Total Item Wise for Item (I)	40		
II	Office / Equipment/Local Support	15		
	Office at Rajkot	10		
	Firm registered for employees	05		
	Total	15		
	Total Item Wise for Item (II)	15		
III	ISO Certification (Not Compulsory)	10		
	Total Item Wise for Item (III)	10		
IV	Firm's existence			
	National	15		
	State wide	10		
	Local level	08		
	Total Item Wise for Item (IV)	15		
V	Financial Strength			
	Turnover >= 1 crore	20		
	Turnover >=75 lac and < 1 Crore	15		
	Turnover >=50 lac and < 75 Crore	10		
	Less than 50 Lac	00		
	Total Item Wise for Item (IV)	20		

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e) Only the Responsive Bidders passed in Technical evaluation will be considered for opening and evaluation of the Financial/Price Bid.

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.

Commercial Offer Parameter and Evaluation

- a) The Bidder must score at least 70% in the overall technical evaluation to qualify for the opening of their Commercial Bid.
- b) Technically qualified bidder with lowest financial bid will be awarded contract. This will be based on prevailing rules of RMC's tender procedure.

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 RMC, 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 RMC at the Commercial Bid opening.

The RMC shall prepare minutes of the Commercial Bid Opening

Clarification of Bids: To assist in the evaluation, comparison and an examination of bids, RMC 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

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of deadline prescribed in the request, RMC reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

Award of Contract

RMC's right to accept any Bid and to reject any Bid or all Bids

Notwithstanding anything stated herein, RMC 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 RMC's action/decision.

Notification of Award

Notification to Bidder

The Bidder whose Bid has been accepted shall be notified of the award by the RMC 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 RMC 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 RMC shall promptly and in no event later than 7 days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. RMC 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.

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Expenses for the Contract

All incidental expenses of the execution of the Contract shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the RMC.

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 RMC with such penalties as specified in the Bid Document and the Contract.

Termination of Contract

Termination for Default

RMC 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 RMC.
- 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 RMC and return all Intellectual Property of the RMC. The disputes, if any, shall be decided by the Municipal Commissioner whose decision shall be final and binding on the Parties.

Termination for Insolvency, Dissolution, etc

RMC 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 RMC.

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Termination for Convenience

RMC 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 RMC'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, RMC 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 RMC by the Bidder shall be confiscated.

Deputy Commissioner,
Rajkot Municipal Corporation,
Rajkot.

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GENERAL TERMS & CONDITIONS

1.0 Relationship between parties

Nothing contained herein shall be construed as establishing a relation of master and servants or of agent or principal between the client and the Bidders. The Bidders, subject to this agreement, have complete charge of Personnel performing the services and shall be fully responsible for the services performed by them on their behalf hereunder.

2.0 Interpretations

1. The headings shall not limit, alter or affect the meaning of the agreement.
2. The singular includes the plural, the masculine includes the feminine, and vice-versa, where the context so requires.
3. If there is conflict between provisions of the Agreement, the last to be written chronologically shall prevail.

3.0 Bidder's Personnel

3.1 General: The Bidders shall employ and provide such qualified and experienced personnel as are required to carry out the Services.

3.1.1 Description of Personnel

- a) The titles, agreed job description, minimum qualification in the carrying out of the Services of each of the Bidders', Key Personnels are described in Annexure-4.
- b) If required to comply with the provisions of the agreement adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Annexure-4 may be made by the Bidders by written notice to the Client, provided (1) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (2) that the aggregate of such adjustments shall not cause payments under this Contract to

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exceed the ceilings set forth in this agreement. Any other such adjustments shall only be made with Client's written approval.

- c) If additional work is required beyond the scope of the Services specified in Terms of reference the estimated periods of engagement of Key Personnel set forth in Annexure-4 may be increased by agreement in writing between the Client and the Bidders, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.
- d) The Bidder hereby agrees to engage the personnel and sub Bidders listed by Title as well as by Name in the Annexure-4 in order to fulfill the contractual obligation under the contract.

3.1.2 Commencement, completion, alteration and termination of the agreement.

- **Agreement Effective:** The Agreement is effective from the date of receipt by the Bidder of the Client's Letter of Acceptance of the Bidder's offer.
- **Commencement and Completion:** The services shall be commenced and completed at the times or as per the direction of the Director IT stated in Terms of Reference in accordance with the Agreement.
- **Modification to Agreement:** Should circumstances arise which call for modification of the Agreement, these may be made by mutual consent given in writing. Offer in this respect from one party shall be given due consideration by the other party.
- **Delays:** If the services are impeded or delayed by the client or his agents so as to increase the quantum or duration of the services;
 - i) The Bidder shall inform the Client of the circumstances and probable effects.
- **Changed Circumstances**

- (i) If circumstances arise for which the Bidder is not responsible and which make it impossible for him to perform in whole or in part the services in accordance with the Agreement he shall promptly notify the Client in writing.
- (ii) In these circumstances, if certain services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 30 days for resumption of these services.
- (iii) If the speed of performing certain services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

- **Abandonment, Suspension or Termination**

- a) Failure to become effective: If this agreement has not become effective within such time period after the date of the contract signed by the parties, either party, may by not less than four (4) weeks notice to the other party, declare this agreement to be null and void, and in the event of such a declaration by the either party, neither party shall have any claim against the other party with respect hereto;
- b) By notice of the Client: The Client may suspend all or part of the services or terminate the agreement by giving notice, in writing of at least 60 days to the Bidder who shall immediately make arrangements to stop the services and minimize expenditure.
- c) If the Client considers that the Bidder is without good reason not discharging his obligations under this agreement, the Client shall give a notice stating the grounds for the notice. If a satisfactory reply is not received within 30 days the Client can by a further notice, in writing, terminate the Agreement provided that such further notice is given within 45 days of the Client's earlier notice.

- *Intellectual Property Rights*

- (i) All Intellectual Property under this tender Document and/ or the Contract will be considered “work made for hire” and belong exclusively to the RMC. RMC shall at all times retain all right, title and interest in and to any and Intellectual Property Rights, including but not limited to all Software, Reports, data prepared and compiled for RMC by the Bidder pursuant to the Contract, and any modifications thereto or works derived there from. All Intellectual Property shall at all times remain the property of the RMC. It is hereby expressly clarified that the Bidder shall have no right, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications in order to perform services hereunder for the purpose and term of the Contract, and as may be expressly set forth herein or in a separate written agreement executed between the parties. The Bidder shall not use such Intellectual Property for any other purpose during and after the term of the Contract.
- (ii) Notwithstanding anything to the contrary contained herein, the Bidder will defend, indemnify and hold harmless the RMC against any suit or claim brought by a third party that the possession or use of the Software, Records and Financial Data; infringes such third parties Intellectual Property Rights or is a misuse of its Confidential Information.
- (iii) The Bidder hereby undertakes (a) not provide access to the Intellectual Property to persons other than authorised users (b) to ensure that all authorised users are appropriately notified of the importance of respecting the Intellectual Property Rights and that they are made aware of and undertake to abide by the terms and conditions of the this Tender Document and the Contract (c) not permit any person, other than the authorised users, to copy, duplicate, translate into any language, or in any way reproduce the Intellectual Property (d) keep

exclusive possession of and control over the Intellectual Property and to effect and maintain adequate security measures to safeguard the Intellectual Property from access or use by any third party other than the authorized users (e) notify RMC promptly of any unauthorized disclosure, use or copying of the Intellectual Property of which the Bidder becomes aware or should have been reasonably aware;

- (iv) Within a period *of 7 days* from the expiration or termination of the of the Contract for whatever reason, the Bidder shall return, delete or destroy all copies of the Intellectual Property in its possession or under its control. The Bidder hereby understands and undertakes not to use the Intellectual Property of the RMC in any way whatsoever immediately after the termination of the Contract.
- (v) Obligations shall continue beyond the termination of this Tender Agreement and the Contract with respect to inventions, discoveries and other Intellectual Property Rights conceived or made during the period of this Tender Agreement and the Contract, and shall be binding upon the Bidder's heirs, assigns, executors, administrators and other legal representatives.

4 *Extension Period of Validity: In exceptional circumstances, RMC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting the request will not be permitted to modify his bid.*

5 *Format and Signing Of Bid : Authentication of Bid: The original and all copies of the Bid Document shall be type written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall*

initial all pages of the Bid Document, including pages where entries or amendments have been made.

- 6** ***Validation of interlineations in Bid: Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.***

Seal of Bidder

Technical Bid

Signature of Bidder

PAYMENT

a) Contract Amount

An all-inclusive cost of the services payable in Local currency is set as described in Schedule-I

b) Breakup of Payment:

1	After completion of every three months
---	--

c) Currency of payment

All payments shall be made in Indian rupees

d) Mode of Billing and Payments

i. The Bidder shall submit the invoices in duplicate to the client on firms printed bill forms indicating the work done by him during the period for which payment is sought.

ii. **If the progress is not satisfactory and according to the agreed work program/schedule the payment may be withheld until such times the Bidder rectifies the required shortfall.**

iii. The Bidders shall thereupon promptly make any necessary corrections, and upon completion of such correction, the foregoing process shall be repeated.

e) All payments under this contract shall be made to the accounts of the Bidders with the Bidders Banker.

f) Suspension of payments : RMC may at any time during the term of the Contract, issue a written notice of suspension and suspend all payments to the qualified Bidder under the Contract, if the qualified Bidder fails to perform any of his obligations under this Contract. The RMC shall, prior to the suspension of the payments, request the qualified Bidder to remedy such failure within a period of 10 days from the date of issue of such notice of suspension. The notice of suspension shall specify the nature of the failure. In the event the Bidder does not rectify the failure within the specified time prescribed, the RMC shall have the right to terminate the Contract.

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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 Effect of Force Majeure Event: Upon the Occurrence of a Force Majeure Event there shall be no Termination. There shall be no Termination payment to be made by either party.
- 1.3 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.
- 1.4 The Bidder affected by a Force Majeure Event shall notify RMC 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 :

Disputes if any shall be discussed and mutually settled and in case of disagreement the same shall be referred to Commissioner. If the said dispute is not solved, the same shall be referred to the Court subject to Rajkot Jurisdiction only.

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3. Suspension and termination:

3.1 If the Bidder shall be in Breach of any of the tender conditions, RMC., 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 RMC 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 RMC 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 RMC pursuant to Clause 3.1 above shall be revoked by RMC forthwith upon the Bidder having remedied the Breach during such suspension period to the satisfaction of RMC unless in the meantime, the Bidder has been Terminated by RMC.

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 RMC as Damages, an amount of Rs.5,000/- (Five thousand only) per week 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, RMC 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, RMC 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 RMC such Performance Security failing which RMC shall be entitled to Terminate this Agreement.

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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 RMC Event of Default or a Force Majeure Event.

5.2 Either party may terminate the Agreement by giving one-month notice to the other Party.

5.3 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 RMC and RMC shall not be liable for payment of any compensation or damages of whatever nature and at the discretion RMC 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 RMC.

5.4 In case the RMC terminates the Agreement for whatever reason other than the default of the Bidder, the facility reverts to the RMC and it shall have no liability for payment of any compensation.

MISCELLANEOUS

Execution of the Agreement: It shall be the responsibility of the Licencee 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, in two sets (one for the licencee and the other for RMC) at its own cost and expenses under the Indian Registration Act 1908.

Standards: The services provided under the Contract between the RMC 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 RMC
- That the Information is the sole property of the RMC and that all rights, title and interest to the Information are held and owned by the RMC (and/or its affiliates) and disclosure or obtaining or procurement of the Information by him does not

Seal of Bidder

Technical Bid

Signature of Bidder

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 RMC's business or operations shall be disclosed only with the prior written consent of RMC.

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 RMC, whether such information pertains to the RMC 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 RMC'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 RMC and/or any of its affiliates;
- information that describes the RMC's services, products and strategies, including but not limited to, processes, research and experimental work product administration and management;
- information relating to the RMC'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 RMC conducts business or in respect of which the RMC has confidentiality and non-disclosure obligations;

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- any information, as described above, procured, obtained or contained in any proposals, plans, information memoranda or correspondences maintained by the RMC 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 RMC, whether internal or with any third party, which are not available for public view;
- any other information pertaining to or related to the RMC 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 RMC.
- All passwords should be handed over to the Director 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 Rajkot 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.

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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.

Deputy Commissioner,
Rajkot Municipal Corporation,
Rajkot.

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Technical Bid

Signature of Bidder

HOW TO QUOTE THE TENDER

1. How to Quote Tender?

- (i) 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 Goods and Service Tax and all other taxes.
- (ii) All prices shall be for providing services at RMC's premises up to the satisfaction of RMC.
- (iii) 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.
- (iv) However the Commissioner, Rajkot Municipal Corporation reserves the right to award the tender to any bidder without assigning any reasons thereof.
- (v) All the technical tender papers should be duly signed and stamped.
- (vi) Important documents which proves your qualifications should be notarized. RMC will also verify all the documents with original documents. If there is any discrepancy in the document/certificate RMC will straightway reject bid, no communication will be made in this subject.

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ANNEXURES

Annexure:1Details of Bids to be submitted

Format of Technical Offer

The Bidder shall not disclose/quote the rates of the items in the Technical Envelope or gives any such indication of disclosure of rates. In the event of such disclosure whether made intentionally or otherwise shall result in the immediate rejection of the Bid Document. The Technical Offer must be made in an indexed, organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. The list of documents to be submitted as a part of the Technical Offer is as follows:

1. Covering Letter
2. Tender fee and Earnest Money Deposit (both separate DD) in the form of DD in favors of Rajkot Municipal Corporation. On the backside of DD write bidder name, tender name and contact no.
3. Tender form duly filled along with signature and company seal on all the pages
4. Power of Attorney (Not required)
5. Bidder's past Experience proof/supporting documents(notarized)
6. Eligibility Criteria proof/supporting documents(notarized)
7. Self-Certified copies of valid PAN documents
8. Self-certified copies of GST Registration.
9. Last 1 Years Audited Balance Sheet
10. Latest Partnership deed in case of Partnership Firm(notarized)
11. All annexures.
12. Document should be properly binded, preferably spiral binding with page no on each page with ink or printed
13. Party should attach all supporting documents (notarized).
14. Declaration letter that the firm is not debarred/blacklisted by Central/State Government or PSU in India at the time of the submission of the bid.

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Signature of Bidder

ANNEXURE-2
Anti-Collusion Certificate

We certify that, this bid is made in good faith and that we have no fixed or adjusted the Bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not, before the award of any contract for work,

- (i)
 - (a) Communicate to any person (outside this consortium, its professional and financial advisers, proposed financing banks and their professional and financial advisers) other than the RMC any commercial information.
 - (b) Enter into any agreement or arrangement with any person (outside this consortium) that they shall refrain from Bidding, that they shall withdraw and Bid once offered or vary the amount of any bid to be submitted.

- (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this consortium) for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid or the work, any act or thing of the sort described at (i) (a) or (b) above.

Dated _____ day of _____ 2023.

Name of the Prospective Bidder	Signature of the Designated Person

ANNEXURE-3

FORMAT FOR LETTER OF AUTHORISATION

To,
The Municipal Commissioner,
Rajkot Municipal Corporation,
Dhebarbhai Road, Rajkot-360 001

Shri _____ domiciled at

(Address), acting
as _____ (Designation and name of the firm), and whose
signature is attested below, is hereby authorised 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 RMC for the work of "Annual
Maintenance Contract for Blade Center, Blade Server, Storage and Support for
VMWare" and is hereby further authorised to sign and file relevant documents in
respect of the above.

(Attested Signature of Shri _____)

Name of the Designated Person

Signature of the authorised Person

Name of the Prospective Bidder/Leader

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ANNEXURE-4

Proposed Team for Project

Name of Employee and proposed role for project	Ph.D	Post Graduate	Graduate	Under Graduate	Remarks
	10 Years	8-10 Years	5-8 Years	1-5 Years	0-1 Years

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ANNEXURE-5
Removed

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ANNEXURE-6

Bidder Details:

Sr. No.	Particulars	Details	Proof Document Enclosed? [Y/N]	Page No. of Proof Document
1	Year of commencement of Business			
2	GST Number			
3	PAN Document Number			

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ANNEXURE-7
Information about the Bidder

To,
The Municipal Commissioner
Rajkot Municipal Corporation
Dr. Ambedkar Bhawan, Dhebar Road,
Rajkot 360001

1. Name of Firm/Individual:
(In case of consortium, Name of Lead Firm)

No.	Member's Name	Main Line of Business	Role Proposed for this project

3. List of Consortium Members, if applicable, contributing equity stake

Sr. No.	Name of the Consortium Member(s)	Equity Commitment
1 .	NA	
2.	NA	
3 .	NA	

Note:

1. In case of a Consortium, copy of Consortium agreement/MoU/MOA should be attached.

1	2	3
---	---	---

Signature (authorized Signatory of Lead Firm)

Name
Designation
Address:

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Signature of Bidder

ANNEXURE-8
Draft Agreement

Subject: _____

Ref: **Standing Committee Resolution no.** _____ **dated** _____

This agreement is entered between **(name of firm)** herein after would be known as client and **Rajkot Municipal Corporation**, herein after would be known as RMC at Rajkot today on _____2023. It has been agreed between the parties earlier and the same has been reduced into writing today as under

1. Set out below are the terms and conditions under which **(name of firm)** has agreed to carry out for **Rajkot Municipal Corporation** the above mentioned assignment specified in the attached terms of reference.
2. For administrative purposes (Deputy Commissioner, Rajkot Municipal Corporation, Rajkot) has been assigned to administer the assignment and to provide **(name of firm)** with all relevant information needed to carry out the assignment.
3. The Municipal Commissioner, Rajkot Municipal Corporation, Rajkot may find if necessary extend its assignment. In such case every effort will be made to give you as early as possible, notice or any changes. In the event of termination, the **(name of firm)** shall be paid for the services rendered for carrying out assignment to the date of termination, and the **(name of firm)** will provide the (Municipal Commissioner, Rajkot Municipal Corporation, Rajkot) with any reports or parts thereof, or any other information and documentation gathered under this agreement prior to the date of termination.
4. This agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of union of India.
5. The firm agrees that, during the term of this contract, firm shall be disqualified from providing goods, work or service for any work resulting from or closely related to this assignment.

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6. The schedule of payment to **(name of firm)** shall be as per tender terms and conditions.
7. The Firm under take to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of assignment, and to ensure that the staff assigned to perform the services under this agreement, will conduct themselves in a manner consistent herewith.
8. The Bidder will not assign this contract or any portion of the contract to others without the client's prior written consent.
9. The **(name of firm)** shall pay the taxes, duties, fees, levies and other impositions levied under the applicable law and the client shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.
10. The **(name of firm)** also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this agreement, shall be for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever except with the (Municipal Commissioner, Rajkot Municipal Corporation, Rajkot) written permission.
11. Any dispute arising out of the contract, which can not be amicably settled between the parties, shall be referred to adjudication / arbitration in accordance with Arbitration and Conciliation Act 1996.
12. I, as a Authorized Representative, on behalf of My Company, have gone through the document in detail, and I promise to work as per terms, scope of work etc. mentioned therein.

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Technical Bid

Signature of Bidder

Terms of the tender to be incorporated in this agreement/tender is part of this agreement. Terms of the agreement are as under

1. Client will have to maintain all the equipment according to offer and tender documents accepted by Rajkot Municipal Corporation. No deviation in the configuration will be accepted.
2. The above rates are firm and final including all taxes and duties. No price variation is permissible during the course of execution.
3. The terms of payment will be as mentioned in the tender and other communications.
4. The security deposit will be released after completion of the warranty period. The warranty will start from the date of successful installation of the equipment.
5. During warranty you will have to give instantaneous services, in case of failure RMC will deduct penalty from the security deposit.
6. All the correspondence will form a part of the contract agreement.
7. You will have to supply as per approved tender items and brand with same model which you have quoted.
8. This will be 24 x 7 round the clock service in emergency.
9. In case of proper service is not provided the following penalty clause will apply on you.
 - 10.1% of the AMC rate for every drop in service in case of not giving preventive services.
 - 11.1% of the AMC rate for every 24 hours of delay in service.
 - 12.2% of the AMC rate per day if after 48 hours you are unable to set the system right.
13. The contract period is for 1 calendar year effective from the date of confirm workorder.
14. Rajkot Municipal Corporation reserves rights to terminate the contract at any time, if service is not good.

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15. Price of maintenance includes all consumables, except plastic parts, battery modules; it also includes damage due to power fluctuations.

Place :

Date : _____ (Signature Of Authorized
Representative On behalf of Bidder)

_____ (Signature of Name of Client's
Representative)

Seal of Bidder

Technical Bid

Signature of Bidder

ANNEXURE-9

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 _____ 2023.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Seal of Bidder

Technical Bid

Signature of Bidder