



Brihanmumbai Municipal Corporation

Request for Proposal (RFP) for “Supply, Installation and Maintenance of Desktop Computers for BMC”

RFP Reference No.: 2023_MCGM_946697_1

Date: 21.09.2023

Issued by

Information Technology Department

(Brihanmumbai Municipal Corporation)

1st Floor, Municipal Head Office, Old. Bldg.,

Mahapalika Marg, Fort, Mumbai - 400001.

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E-mail ID: director.it@mcgm.gov.in

Website: <https://portal.mcgm.gov.in>

Disclaimer

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This RFP includes statements, which reflect various assumptions and assessments arrived at by the Brihanmumbai Municipal Corporation (BMC) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Brihanmumbai Municipal Corporation (BMC), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Brihanmumbai Municipal Corporation (BMC) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Brihanmumbai Municipal Corporation (BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder.

Glossary

Abbreviations and Acronyms	Description
AMC	Annual Maintenance Contract
BMC	Brihanmumbai Municipal Corporation
MCGM	Municipal Corporation of Greater Mumbai
BOM/BOQ	Bill Of Material/Quantity
CA	Contract Agreement
COTS	Commercial Off the Shelf Product
EMD	Earnest Money Deposit/Bid Security
FMS	Facilities Management Service Provider
IA	Implementation Agency
IP	Intellectual Property
ISO	International Organisation of Standardization
IT	Information Technology
LAN	Local Area Network
MIS	Management Information System
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
OS	Operating System
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Personal Computer
PO	Purchase Order
RFP	Request For Proposal
TCV	Total Contract Value
QGR	Quarterly Guaranteed Revenue

BID NOTICE**BRIHANMUMBAI MUNICIPAL CORPORATION****Information Technology Department****No. Director/IT/F-250 Dated 21.09.2023**

The Commissioner of Brihanmumbai Municipal Corporation invites bids for the work mentioned below. The RFP document can be downloaded from Mahatender portal (<https://mahatenders.gov.in>) or BMC portal (<https://portal.mcgm.gov.in>).

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licenced Certifying Authorities (CA). Interested Bidders should follow the "Manuals" available on Mahatender Portal (<https://mahatenders.gov.in>)

The Pre-qualification, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No.	Description	Scrutiny fee (Offline)	EMD (Earnest Money Deposit)	Start date & Time for online Bid Downloading	End date & Time for online Bid Submission
1	Supply, Installation and Maintenance of Desktop Computers for BMC.	₹15,000/- +GST	₹20,00,000/-	25.09.2023 from 11.00 AM	19.10.2023 Upto 04.00 PM

Note: Last date for online payment of Earnest money Deposit (EMD) is on or before due date & time prescribed.

The pre-bid meeting will be held on **04.10.2023** at **03.00 PM**, venue of the same is at **BMC IT Department, Worli Data Centre, Engg. Hub, Dr. E. Moses Road, Worli, Mumbai - 400018**. The prospective bidder(s) should submit their suggestions/observations, if any, in writing / email minimum 2 days before Pre-bid meeting. Only suggestions / observations received in writing/email will be discussed and clarified in pre-bid meeting and any modification of the RFP documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The RFP uploaded shall be read along with any modification. Authorized representatives of prospective bidder(s) can attend the said meeting and obtain clarification regarding specifications, works & RFP conditions.

The RFP document is available on BMC portal (<https://portal.mcgm.gov.in>) along with this Bid notice. However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>).

The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the bid(s) without assigning any reason at any stage.

Bidders shall note that any corrigendum issued regarding this bid notice/RFP will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.

Director (IT)
Brihanmumbai Municipal Corporation

RFP Schedule

S. No.	Particular	Details
1.	Start date of sale of RFP document	25.09.2023 & 11.00 AM
2.	Last date for Submission of Queries	03.10.2023 & 05.00 PM
3.	Pre-Bid Conference	04.10.2023 & 03.00 PM
4.	Last date for submission of EMD (Online)	19.10.2023 & 04.00 PM
5.	Last date and time for RFP Submission	19.10.2023 & 04.00 PM
6.	Date and time of opening of Pre-Qualification bids	20.10.2023 & 04.00 PM
7.	Date and time for opening of Technical bids	20.10.2023 & 04.00 PM
8.	Date and time for opening of Commercial bids	27.10.2023 & 03.00 PM
9.	Venue for Pre-bid Conference/Bid Opening	BMC IT Department, Worli Data Centre, Engg. Hub, Dr. E. Moses Road, Worli, Mumbai – 400018.

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1. Fact Sheet

Clause Reference	Topic
Commercial Bid Evaluation	The method of selection is: CBS (Cost Based Selection-L1)
Downloading RFP Document	RFP can be downloaded from https://portal.mcgm.gov.in or https://mahatenders.gov.in
Earnest Money Deposit (EMD)	Bidders are required to pay the EMD/Bid Security of ₹ 20,00,000/- through online mode on https://mahatenders.gov.in
Scope of Work	Procurement is for services linked to deliverable Supply, Installation and Maintenance of Desktop Computers for BMC.
Pre-bid meeting and clarifications	<p>A pre-Bid meeting will be held on 04.10.2023 at 03.00 PM</p> <p>The name, address, and telephone numbers of the Nodal Officer is:</p> <p>Mr. Dennis Fernandes</p> <p>Assistant Engineer (IT)</p> <p>BMC IT Department, Worli Data Center, Engg. Hub Bldg., Dr. E. Moses Road, Worli, Mumbai - 400018.</p> <p>022-24811297/262</p> <p>director.it@mcgm.gov.in / se04.it@mcgm.gov.in</p> <p>Clarifications may be requested 2 days before the pre- bid meeting date.</p>
Language	Proposals should be submitted in the English language only.
Taxes	The bidder shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price. The bidder must quote price in Indian Rupees (₹) only.
Bid Validity	Proposals must remain valid till 180 days after the submission date.
Submission of Responses	Bidders must upload and submit all the documents on the Mahatender portal https://mahatenders.gov.in . <i>Each of the above documents must be uploaded in the format specified for this purpose.</i>

Submission of Proposals	This is online process; interested bidders are required to submit the proposal online only by the date and time specified for the RFP. No physical copies will be entertained from the bidders.
Last Date of Submission	Proposals submitted after 19.10.2023 and 04.00 PM will not be accepted by the e-Tender portal.
RFP Scrutiny Fee	All bidders shall pay scrutiny fee of ₹15,000/- + GST @18% i.e. ₹17,700/- In case of revision of the above-mentioned scrutiny fee, bidders shall pay revised scrutiny fee.

2. Background Information

2.1. Basic Information

- A.** Purchaser invites responses (“Bids”) to this Request for Proposals (“RFP”) from OEMs Agencies/authorized Partners (“Bidders”) for the provision of Hardware as described in Section of this RFP, “Scope of Work” (“Hardware supply”). BMC is the Purchaser for this procurement competition (“the Purchaser”).
- B.** Any contract that may result from this RFP Process will be issued for a term of **36 Months** (“the Term”) which would include the hardware supply, warranty and maintenance support.
- C.** Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

2.2. Project Background

BMC aspires to transform Mumbai into a city of millennium, a world class city as stated in the development plan 2005-2025. In order to achieve this, Mumbai needs to be distinctive on the dimension of quality of life by improving the quality of citizen welfare services.

2.3. About the Department

Information Technology Department, BMC is the central department to provide IT solutions and e-governance services to BMC. It has contributed significantly to the growth of IT in Mumbai. Procurement of Hardware is done centrally by IT department for BMC.

3. Instructions to the Bidders

3.1. General

- A.** While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the SI support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- B.** All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the purchaser on the basis of this RFP
- C.** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the purchaser. Any notification of preferred Bidder status by the purchaser shall not give rise to any

enforceable rights by the Bidder. Purchaser reserves rights to cancel this procurement at any time without any notice and reason.

- D.** This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2. Compliant Bids / Completeness of Response

- A.** Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- B.** Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- I. Comply with all requirements as set out within this RFP.
 - II. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - III. Include all supporting documentations specified in this RFP

3.3. Code of Integrity

- A.** No official of a procuring entity or a bidder shall act in contravention of the codes which includes
- I. prohibition of
 - a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided
 - c. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. Any financial or business transactions between the bidder and any official of the procuring entity related to RFP or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g. Obstruction of any investigation or auditing of a procurement process.
 - h. Making false declaration or providing false information for participation in a bidding process or to secure a contract;
 - II. Disclosure of conflict of interest.
 - III. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- B.** In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

3.4. Pre-bid Meeting & Clarifications

A. Bidders' queries

- I. Purchaser shall hold a pre-bid meeting with the prospective Bidders on **04.10.2023 & 03.00 PM** at **BMC IT Department, Worli Data Centre, Engg. Hub, Dr. E. Moses Road, Worli, Mumbai - 400018.**
- II. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to director.it@mcgm.gov.in and se04.it@mcgm.gov.in by email on or before **03.10.2023 & 05.00 PM**
- III. The queries should necessarily be submitted in the following format:

Sr. No.	RFP Document Reference (s) (Section & Page number(s))	Content of RFP requiring clarification(s)	Point of clarifications
1			
2			
3			
4			
5			
6			

- IV. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

B. Responses to Pre-bid queries and Issue of Corrigendum

- I. Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- II. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- III. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website <https://portal.mcgm.gov.in> and <https://mahatenders.gov.in>.
- IV. Any such corrigendum shall be deemed to be incorporated into this RFP.
- V. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, purchaser may, at its discretion, extend the last date for the receipt of Proposals.

3.5. Key Requirements of the Bid

A. Right to Terminate the Process

- I. Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- II. This RFP does not constitute an offer by Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the contract.

B. RFP Scrutiny Fee

- I. The RFP documents have been made available to be download without any fee from the website <https://portal.mcgm.gov.in> and <https://mahatenders.gov.in>
- II. However, RFP scrutiny fee (as mentioned in the Fact Sheet) should be paid by all bidders at any of the CFC centres in BMC Ward offices. Challan will be available at purchasers' location.
- III. The bidders not registered with BMC are mandated to get registered (Online Vendor Registration) with BMC using following link to obtain Vendor ID - <https://portal.mcgm.gov.in/iri/portal/anonymous/qlVendorApp>
- IV. Bidders will submit the receipt of scrutiny fee paid to Purchaser.
- V. If applicable, bidders can choose option of deducting scrutiny fee from the EMD. After deducting scrutiny fee, balance EMD will be refunded to the bidders.

C. Earnest Money Deposit (EMD)

- I. Bidders shall pay, along with their Bids, EMD amount as mentioned in Fact Sheet, and it shall be paid online.
- II. In case a bid is submitted without the EMD as mentioned above then purchaser reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.
- III. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- IV. EMD of the successful bidder will be discharged when the bidder has signed the contract and furnished the required Security Deposit/PBG as per format. EMD of L-2 and other bidders shall be refunded immediately after opening of financial bid/award of contract. In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of EMD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.
- V. The EMD may be forfeited in any of the following cases:
 - a. If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any
 - b. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Security Deposit/PBG within specified time in accordance with the format given in this bid document
 - c. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
 - d. During the bid process, if any information is found wrong / manipulated / hidden in the bid.
- VI. The decision of purchaser regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
- VII. Bidders are advised to complete the online payment (if applicable) for Tender Fee, EMD and other fees well in advance **at least one day in advance** prior to the bid submission due date/time to avoid the last-minute hassles.
- VIII. Bidders who are using SB MOPS other banks Internet Banking are requested to make online payment **four days in advance**.

- IX. For online Payment related issues, kindly send email with Bank Reference Number to this email ID merchant@sbi.co.in. You may also contact **022-27560149** for clarifications.
- X. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects EMD will be forfeited and bid will be liable for rejection. After deducting **the 10% of total EMD forfeited, balance EMD will be refunded to Bidder.**

Note:

1) Curable Defect shall mean shortfalls in submission such as:

a. non-submission of following documents

- i. Valid Registration Certificate
- ii. Valid Bank Solvency
- iii. GST Registration Certificate
- iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.
- v. Partnership Deed and any other documents
- vi. Undertakings as mentioned in the tender document.

b. Wrong calculation of Bid Capacity,

2) Non-curable Defect shall mean

- a. In-adequate submission of EMD/ASD amount,
- b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender

A. Submission of Responses

- I. Bidders should submit their responses as per the procedure specified in the manuals published on Mahatender portal (<https://mahatenders.gov.in>) being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:
 - a. EMD Receipt
 - b. Pre-qualification response
 - c. Technical Proposal & Financial Proposal
 - d. Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.
- II. However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified structure in the Mahatender portal.
- III. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines.
- IV. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the

documentation may result in the rejection of the Bidder's Proposal.

- V. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal. Otherwise, bid will be rejected.
- VI. If a bidder withdraws their already submitted bid against a tender in the portal, then the bidder will not be allowed to participate in the same tender once again.

B. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney / Authorization in the name of the signatory of the Proposal. Copy of the same should be uploaded under the relevant section/folder on the Mahatender portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

1.2. Preparation and Submission of Proposal

A. Proposal Preparation Costs

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

B. Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

C. Venue & Deadline for Submission of Proposals

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

D. Late Bids

- I. Bids submitted after the due date will not be accepted by the Mahatender system and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal
- II. Bids submitted by telex/telegram/fax/e-mail/post etc. shall not be considered. No correspondence will be entertained on this matter.

1.3. Evaluation Process

A. Evaluation

- I. Purchaser will evaluate the responses of the Bidders.
- II. Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

- III. The decision of the Purchaser in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser.
- IV. The Purchaser may ask for meetings with the Bidders to seek clarifications on their proposals
- V. The Purchaser reserves the right to reject any or all proposals on the basis of any deviations.
- VI. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- VII. If it is found that the Bidder has not submitted required documents as per Pre-Qualification folder (Packet-A) or Technical Folder (Packet-B) then the Bidder shall be intimated to comply with the said documents within 3 days from the intimation from Purchaser (through email), otherwise 10% EMD will be forfeited and/or the proposal will be treated as non-responsive.
- VIII. Purchaser reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by purchaser, then the documents submitted cannot be deemed as accepted.
- IX. The Brihanmumbai Municipal Corporation (BMC) has formed a Grievance Redressal Mechanism for redressal of bidder's grievances. All bidders required to upload the Grievance Redressal Mechanism on their Company letterhead (**Appendix III: 17.7**)

B. Bid Opening

- I. The Proposals submitted up to due date and time will be opened on Date & time mentioned in RFP Schedule by Purchaser or any other officer authorized by Purchaser, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- II. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the bidding firms to identify their bonafides for attending the opening of the proposal.

C. Bid Validity

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

D. Bid Evaluation

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - a. Are not submitted in as specified in the RFP document
 - b. Received without the Letter of Authorization / Power of Attorney
 - c. Are found with suppression of details
 - d. With incomplete information, subjective, conditional offers and partial offers submitted
 - e. Submitted without the documents requested in the checklist (**Appendix I, II, III**)
 - f. Have non-compliance of any of the clauses stipulated in the RFP
 - g. With lesser validity period
- II. All responsive Bids will be considered for further processing as below.
 - a. Purchaser will prepare a list of responsive/eligible Bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for

further evaluation according to the Evaluation process define in this RFP document. The decision of the Purchaser will be final in this regard.

2. Criteria for Evaluation

2.1. Pre-Qualification (PQ) / Eligibility Criteria

Sr. No.	Basic Requirement	Specific Requirement	Documents required
1	Legal Entity	The Bidder should be a Company registered under the Companies Act, 1956/ Proprietary Firm / Partnership Firm. Also, the company should be registered with valid GST no. & having PAN & IT return upto 31.03.2022	Certificates of incorporation / Partnership Deed Registration Certificates, PAN Copy and other supporting documents.
2	Average Sales Turnover in Hardware Sales & Maintenance services	Annual average Turnover of the last three financial years (as per the last published Balance sheets), should have a minimum of ₹ 20.50 Crore that is generated from IT Hardware supply and their associated maintenance services, packaged software etc.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3	Net Worth	The net worth of the bidder in the last three financial years should be positive .	CA Certificate with CS's registration number/seal indicating net worth of the firm.
4	Technical Capability	Bidder must have successfully undertaken at least the following numbers IT Hardware supply and associated maintenance services of value specified herein during last three financial years <ul style="list-style-type: none"> • One project of similar nature not less than the amount ₹ 8,00,00,000/- OR • Two projects of similar nature each of which not less than amount ₹6,00,00,000/- OR • Three projects of similar nature each of which not less than amount ₹4,00,00,000/- <p>“Similar Nature” is defined as Supply, Installation and maintenance</p>	Work Order along with Completion and Customer Satisfaction Certificates with customer details.

		of IT Hardware & system software like Desktop PC, Laptops, Servers, Network & security devices, System Software & Other IT devices amongst others for government/public sector enterprises in India.	
5	Quality Certification	<ul style="list-style-type: none"> • ISO 9001:2015 • ISO 20000 	Copy of Certificates
6	Letter of authorization from OEM	The Bidder should be an OEM (and/or Original Software Developer for system software, database, etc.) or their authorized representative. In case of authorized representative, a letter of authorization from original manufacturer must be furnished.	Letter of authorization; as per template provided
7	Local Service Centres	The Bidder should have presence in Mumbai and Metropolitan region with support centres at both places. The Bidder should have technical manpower with experience to provide service at both locations for support under this contract.	A Self Certified letter by an authorized signatory
8	Local Office	The Bidder should have or shall be ready to set up a project office in Mumbai Metropolitan Region (MMR).	Rental Agreement/ Utility Bill in the name of the company/Sale Deed or Declaration that the office will be set-up within a period of 30 days from the date of issuance of Letter of Intent.
9	Blacklisting	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document
10	Grievance Redressal Mechanism	All bidders required to upload the Grievance Redressal Mechanism on their Company letterhead.	Appendix III: 17.7

2.2. Technical Qualification Criteria

- Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.
- The Product offered should meet all the technical and functional specifications given in the section "Scope of Work". Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

- c. Response except 'Y' or 'N' is not acceptable. If any Bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. N.
- d. Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre- Qualification Criteria would be considered technically qualified.

2.3. Commercial Bid Evaluation

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the contract.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees.
- e. Any conditional bid would be rejected.
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail"

3. Award of Contractor/Supplier

3.1. Award Criteria

Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

3.2. Right to Accept Any Proposal and to Reject Any of All Proposal(s)

Purchaser reserves the right to accept or reject any proposal, and to annul the bidding process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

3.3. Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the bidding process/ public procurement process has not been completed within the stipulated period, Purchaser, may like to request the Bidders to extend the validity period of the bid.

3.4. Performance Bank Guarantee (PBG)

- A. The Purchaser will require the selected Bidder to provide a Performance Bank Guarantee as per format mentioned in RFP from the list of approved Bank mentioned in RFP, within **28 days** from the Notification of award, for a value equivalent to **Five percentage (5%)** of the total contract cost.
- B. All charges whatsoever such as premium, commission, Stamp Duty etc. with respect to the Bank Guarantee shall be borne by the Bidder.

- C. The Performance Guarantee should be valid for a period of **36+3 Months**. The Performance Guarantee shall be kept valid till completion of the project and Warranty period.
- D. The Performance Guarantee shall contain a claim period of twelve months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim.
- E. The Bank Guarantee may be discharged/ returned by Purchaser after 3 months of completion of Warranty period. However, no interest shall be payable on the Bank Guarantee.
- F. In the event of the Bidder being unable to service the contract for whatever reason, purchaser would evoke the BG. Notwithstanding and without prejudice to any rights whatsoever of purchaser under the Contract in the matter, the proceeds of the BG shall be payable to purchaser as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Purchaser shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- G. Purchaser shall also be entitled to make recoveries from the Bidder's bills, bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

3.5. Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all clauses of RFP, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder.

3.6. Failure to Agree with the Terms and Conditions of the RFP

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

4. Fraud and Corrupt Practices

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

directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Hardware Supplier shall not be eligible to participate in any bid or RFP issued by the Purchaser during a period of <period, suggested 2 (two)> years from the date such Bidder or Hardware Supplier, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- A. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;
- B. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- C. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- D. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- E. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Conflict of Interest

- 5.1. The Vendor shall disclose to Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- 5.2. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.
- 5.3. Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to

each other such as husband, wife, father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.

- 5.4. If it is found that firms as described above have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit/PBG of each such firm/establishment shall be forfeited. In addition, such firms/establishment shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
- 5.5. If it is found that closely related persons have submitted separate tenders under different names firms /establishment but with common address for such establishment/firms and /or in such establishment/ firms though they have different addresses, are managed or governed by the same person/persons jointly or severally, such bidders shall be liable for action including similar action against the firms/ establishment concerned.
- 5.6. If after award of contract it is found that the responsive bidder violates any of the above clauses the contract shall be liable for cancellation at any time during its currency in addition to penal action including blacklisting against the contractors as well as related firm/establishment.

6. Terms and Conditions: Post Award of Contract

6.1. Termination Clause

A. Right to Terminate the Process

Purchaser reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by Purchaser under the following circumstances:

- I. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- II. The Bidder goes into liquidation, voluntarily or otherwise.
- III. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Purchaser reserves its right to cancel the order in the event of delay and forfeit the bid security (EMD) as liquidated damages for the delay.
- IV. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- V. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, Purchaser reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- VI. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, Purchaser reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which Purchaser may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- VII. Purchaser reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.

B. Consequences of Termination

- I. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- II. Nothing herein shall restrict the right of Purchaser to invoke the Purchaser Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available Purchaser under law or otherwise.
- III. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.2. Liquidated Damages

- A. Notwithstanding Purchaser's right to cancel the order, liquidated damages for late **delivery at 1% (One percent) of the undelivered portion** of order value **per week** will be charged for every week's delay in the specified delivery schedule subject to a **maximum of 10%** of the value of the order value. For e.g. If Server is delivered but delivery of power cord, to be supplied along with Server, is delayed then LD would be calculated on the total cost of the Server and not on the cost of the power cord alone.
- B. Liquidated damages for late **commissioning at 1% (One percent) of the order value per week** will be charged for every week's delay in commissioning to a **maximum of 10%** of the value of the order value.
- C. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- D. Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder. Liquidated damages will be calculated on per week basis.

6.3. Acceptance Test

- A. The selected Bidder in presence of the Purchaser authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware / **Cloud** (IaaS/PaaS/SaaS) / **software** / communication equipment etc.

6.4. Audit by Third Party

- A. Purchaser at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Purchaser.

6.5. Penalty

- A. The Bidder shall perform its obligations under the Agreement entered into with the Purchaser, in a professional manner.
- B. In the event of failure of maintaining performance metrics specified in the SLA, penalties as defined in the SLA would be levied per payment milestone period subject to a **maximum of 10%** of the payment for that period.
- C. If the SLA penalty is over and above the LD capping then the cumulative capping for LD & SLA Penalty shall not exceed 10% of the TCV. The maximum value of the Liquidated Damages/ penalty being not more than 10% of the value of QGR Payment of respective Quarter
- D. Purchaser may recover such amount of penalty from the associated payments of the same project being released to the implementing agency

6.6. Dispute Resolution Mechanism

The Bidder and the Purchaser shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- A. In case a Party is of the opinion that a dispute has arisen under this agreement, the Party shall notify the other Party Of the detailed nature of the dispute, the right or obligation under this Agreement to which the dispute relates, and the relief sought by the Party raising the dispute
- B. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- C. The matter will be referred for negotiation between **Nodal Officer/HoD** of Purchaser/Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- D. The Parties shall in the first instance attempt to resolve the dispute in good faith. In case, the Parties are unable to resolve the dispute, the matter shall be referred to the Higher Authorities of Purchaser.

6.7. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

6.8. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- A. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- B. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- C. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

7. Details on Scope of Work

7.1. Scope of Work

Equipment bid shall be new, current models manufactured with 100% new OEM parts. All products should be offered in current production as of the date of the award. For purpose of this contract “current production” shall mean that the equipment model is being manufactured as new equipment for the Indian market. Refurbished equipment is not acceptable.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.

Purchaser require a managed environment and a guaranteed minimum product lifecycle of 10 months or longer:

- Products that cannot meet the 10-month minimum lifecycle replacement must be clearly noted in the published product description
- Optional components which are add-on items at the time of purchase (e.g., additional hard drives) are exempt from the 10-month minimum lifecycle requirement
- Product cannot change or be upgraded during the entire lifecycle period for any reason other than end-of-life issues (e.g., swapping of processor, motherboard, etc. is prohibited). If a product will be discontinued within the given refresh period, Purchaser must be notified in writing, **before** the refresh period begins, with an explanation of when and why the change will be necessary. An exception process is available for circumstances that affect all manufacturers (e.g., natural disaster affecting production or shipping).

A. Specifications

Purchaser desires a full complement of IT hardware.

- I. The selected bidder shall ensure that the goods and related services comply with technical specifications and other provisions laid down in the RFP and the work order.
- II. The goods and related services supplied under this contract shall conform to the standards mentioned in bidding document and, when no applicable standard

- mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the goods.
- III. During the project, the selected bidder shall have coordination and full cooperation with the FMS service provider of BMC. Since the project infrastructure has to be fully integrated with the BMC IT Environment, the Implementation agency will require support from FMS and vice versa.
 - IV. Purchaser shall ensure that FMS service provider shall cooperate with the implementation agency and provide all necessary support, configuration settings, access to requisite and necessary IT assets.
 - V. The bidder will provide the soft copy and hard copy of both listing every IT hardware and peripheral serial nos. to the purchaser for monitoring purpose.

B. Bill of Material (BoM)

Sr. No.	Item	Quantity
1	Desktop Computers	2500 Nos.

C. Comprehensive OEM warranty and Support

- I. The successful bidder shall provide comprehensive OEM warranty and support through its designated support service centre/resident engineer.
- II. Warranty to start from date of acceptance of material delivered at Delivery Site. In case acceptance is delayed by purchaser / site, warranty to start from date of delivery to purchaser.
- III. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centres/resident engineers during the warranty period.

D. Buy-Back

N.A.

E. Helpdesk Support

- I. The selected bidder shall provide a centralized helpdesk for attending user request/ complaints. The helpdesk/customer care centre shall operate off-site (No space provisioning at BMC) during working hours as per BMC for the support period. However, bidder has to assign one person who will be the single point of contact for BMC.
- II. The selected bidder shall provide an incident tracking system via a web interface / mail / IVR, available in real-time which will issue an incident ticket once a complaint is booked successfully. This incident ticket system should be capable of generating monthly/quarterly/half yearly/yearly reports.
- III. The help desk service will serve as a single point of contact for all incident and service requests at the Hardware Service Provider. The service will provide a Single Point of Contact (SPOC) and also escalation / closure of incidents for the IT/User departments.

7.2. Deliverables and Timelines

- A. The Bidder should deliver the hardware and Software as per schedule given below:

No.	System/Item	Site/Location	Time line in days
1.	Supply / Delivery of equipment	Individual location	Within 45 days from the issue of the PO
2.	Installation of Equipment	Individual location	Within 15 Days from the delivery of equipment(s)
3.	Operational Acceptance of the equipment	Individual location	Within 7 days from the Installation.

7.3. Right to Alter Quantities

- A. The Purchaser reserves the right to alter the number of hardware equipment specified in the RFP in the event of changes in plans of the Purchaser. Purchaser can give repeat order to the L1 Bidder for maximum upto 20% of ordered quantity, if required, within the bid validity period of 180 days from the last date of submission of bid under same terms and conditions and same specifications and rate. Any decision of Purchaser in this regard shall be final, conclusive and binding on the Bidder.
- B. If the Purchaser does not purchase any quoted articles or purchases less than the mentioned quantity in the bidding document, the bidder(s) shall not be entitled to claim any compensation.

8. Packing and Documents

- 8.1. The selected bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 8.2. The Bidder shall be responsible for any defect in packing and any material found damaged / defective at the delivery points and those are to be replaced by the selected bidder within 2 weeks without any financial obligations to the Purchaser.

9. Inspection

The Purchaser

- A. The Purchaser may conduct pre-delivery / post-delivery inspection.
- B. In case of Pre-delivery / Factory Sight inspection, the bidder has to bear the entire cost including all arrangements except the travel cost which will be borne by the purchaser.

10. Authenticity of Equipment(s)

- 10.1. The selected bidder shall certify (as per Form 7) that the supplied goods are brand new, genuine / authentic, not refurbished, confirm to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- 10.2. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to confirm to the description and quality aforesaid or have determined (and the decision of

the purchaser in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply.

- 10.3. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of this clause of the contract

11. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- A. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- B. the aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder(s) to indemnify the Purchaser with respect to patent infringement.

12. Confidential

- A. Purchaser and selected bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the contract.

13. Change in Law and Regulations

- 13.1. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Mumbai/Maharashtra/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
- 13.2. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable

14. Payment Procedures and Terms

14.1. Paying Authorities

- A. The payments as per the Payment Schedule covered herein above shall be paid by Purchaser. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running

and service report from the concerned sites where the purchased equipment have been delivered.

14.2. Payment Schedule

- A. No advance payment will be made.
- B. Payment Milestone

S. No.	Milestone	Billable Fee (as % of Contract /PO Value)
1.	Supply/Delivery of equipment(s)	80% of the cost of Hardware and software (System/COTS) on acceptance of delivery by the purchaser.
2.	Installation of equipment(s)	10% of the cost of Hardware and software (System/COTS) after successful installation as per the scope of work.
3.	Operational Acceptance of equipment(s)	7% of the cost of Hardware and software (System/COTS) after 1 month of commissioning.
4.	Warranty Support Period	Out of balance 3% of the cost of Hardware and Software (System/COTS), 1% at the end of each warranty year.

- C. Commissioning is defined as Successful Configuration, Successful Customization and Successful Testing of the respective sub-system/package.
- D. In case, "Site not ready" beyond 1 month after delivery of material at Final Delivery Site, Purchaser may release the payment against installation and Operational Acceptance to the supplier on receipt of confirmation from that site, regarding non readiness of the site.
- E. The selected bidder's request shall be made in writing for payment accompanied by delivery challan, invoices and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all obligations stipulated in the contract.
- F. Due payments process shall be made promptly by purchaser, generally within 30 days after submission of an invoice and other supporting documents in order.
- G. All remittance charges will be borne by the selected bidder.
- H. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- I. Any penalty/liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- J. Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

14.3. Service Level Agreement (SLA)

- A. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware & all other accessories supplied as per the Scope of Work as specified in the RFP document based on the agreed Performance Indicators.
- B. The Bidder shall provide comprehensive, end-to-end service including supply, warranty and replacement of the defective Hardware & peripherals in case of physical damage until delivered at the purchaser site. No reason shall be entertained (unless those

mentioned in Force Majeure) in case of unavailability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied.

- C. The selected bidder and purchaser shall regularly review the performance of the services being provided by the selected bidder and the effectiveness of this SLA.
- D. The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract /Project, failing which the selected bidder(s) is liable to be penalized:

Sr. No.	SLA Description	Resolution Target	Penalty
1	Supply/Delivery of equipment(s)	Within 45 days of issue of PO.	As per Liquidated Damages clause 8.2 (A)
2	Installation of equipment(s)	Within 15 days of Supply of equipment(s)	0.1% per day of the value of hardware & peripheral
3	Operational Acceptance of the equipment(s)	Within 7 days of Installation of equipment(s)	As per Liquidated Damages clause 8.2 (B)
3	Any defect in Hardware & peripherals or any of its part	Resolution: <= 3 Days from the time the call is logged by end user.	0.5% of cost of the Hardware & peripherals will be deducted per day upto maximum 10% of PO Value post which purchaser may proceed to take such remedial action as may be necessary. Penalty will be recovered from due payment to bidder or from PBG. Once the PBG get forfeited, the bidder will be required to recoup the PBG. if the bidder fails to recoup the PBG or settle the penalty amount, the bidder will be blacklisted for three years.(PBG will be released after settlement of penalty.)

15. Appendix 1: Pre-qualification-cum-Technical Bid Templates

15.1. General

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal (Packet-A)

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Manufacturers'/Producers' Authorization Form

Form 4: Undertaking for Non-Blacklisting

Forms to be used in Technical Proposal (Packet-B)

Form 5: Compliance Sheet for Technical Proposal

Form 6: Letter of Proposal

Form 7: Undertaking on Authenticity of IT Hardware and Peripherals

15.2. Form 1: Compliance sheet for Pre-Qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

Sr. No.	Basic Requirement	Documents required	Complied (Yes/No)	Reference & Page No
1	EMD	Online Payment. Screenshot/receipt of payment.		
2	Authorization/Power of Attorney	Copy of Power of Attorney/Authorization in the name of the Authorized Signatory.		
3	Particulars of the Bidders	As per Form 2		
4	Average sales Turnover in Hardware Sales & Maintenance services in last three financial years	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor.		
5	The net worth of the bidder in the last three financial years.	CA certificate with CA's Registration Number/Seal indicating net worth of the firm.		
6	Legal Entity	Copy of certificate of Incorporation, GST		

		registration, PAN, IT Returns		
7	Quality certification	ISO 9001-2015 ISO 20000		
8	Letter of Authorization from OEM	OEM authorization letter as per Form 3		
9	Local Office	Rental Agreement/ Utility Bill in the name of the company/Sale Deed or Declaration that the office will be set-up within a period of 30 days from the date of issuance of Letter of Intent.		
10	Local Service Centers	A Self Certified letter by an authorized signatory		
11	Technical Capability	Work Order along with Completion and Customer Satisfaction Certificates with customer details.		
12	Blacklisting	Declaration by the Bidder as per format given in Form 4.		
13	Authenticity of Hardware & Peripherals	As per Form 7		
14	Grievance Redressal Mechanism	Appendix III: 17.7		

15.3. Form 2: Particulars of the Bidder

Sr. No	Description	Details (to be filled by the responder to the Bid)
1	Name of the company	
2	Official address	
3	Phone No. And Fax No.	
4	Corporate Headquarters Address	
5	Phone No. And Fax No.	
6	Web Site Address	
7	Details of Company's Registration (Please enclose copy of the company registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	ISO/CMMi certifications and its validity	
11	GST registration No.	
12	Permanent Account Number (PAN)	
13	Company's Revenue for last 3 yearss (Year wise)	
14	Company's net worth for the last year	
15	Bank Details (Name, Account no., Branch, IFSC, MICR)	

Contact Details of officials for future correspondence regarding the bid process:

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

15.4. Form 3: Manufacturers' Authorization Form

Date: dd/mm/yyyy

To

The Director, IT

Brihanmumbai Municipal Corporation,

Information Technology Department, Municipal Building,

Municipal Head Office, Mahapalika Marg, Fort, Mumbai -400001

Sub : Authorisation Letter to M/s. ----- for the participation in the bid.

Ref : Your RFP ref. No: <No> Dated <DD/MM/YYYY>

Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned bid for the above equipment / software manufactured / developed by us.

We herewith certify that the above-mentioned equipment/devices /software products are not end of the life and we hereby undertake to support this equipment /devices / software for the duration of minimum 3 years from the date of supply.

Yours faithfully,

For and on behalf of M/s _____ (Name of the manufacturer)

Signature :

Name :

Designation :

Address :

Date :

Company Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

15.5. **Form 4: Undertaking for non-blacklisting**
(On Stamp Paper of Rs 500/- duly notarized)

DECLARATION CUM-INDEMNITY BOND

Date: dd/mm/yyyy

I, _____ of _____, do hereby declared and undertake as under.

- 1) I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm / company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
- 2) I declared that I _____ in capacity as Manager / Director / Partners / Proprietors of _____ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de-registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.
- 3) I declared that, I have perused and examined the RFP document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of RFP and accordingly, I submit my offer to execute the work as per RFP documents at the rates quoted by me in capacity as _____ of _____.
- 4) I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
- 5) I also declared that I will not claim any charge / damages / compensation for non availability of site for the contract work at any time.
- 6) I Indemnify Municipal Commissioner and the other officers of BMC or their agents for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of _____ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of the BMC.

Dated _____ day of _____, 20__

Identified by me

Before me

Advocate

15.6. Form 5: Compliance sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the technical proposal)

#	Item	Minimum Specification	Compliance & Remarks
1	Form Factor	MT	
2	Processor	Intel Core i3 12100 / AMD Ryzen 3 5300G	
3	Memory	8 GB DDR4	
4	Chipset	Compatible Business Chipsets	
5	Graphics	Integrated Graphics	
6	Hard Disk Drive	500 GB or above SSD	
7	Audio	Integrated Audio with speaker port (combo headphone/Mic jack)	
8	Network port	10/100/1000 Mbps on-board integrated RJ-45 Ethernet Port	
9	USB Ports	Minimum 6 USB ports	
10	Display Port	1 HDMI / VGA	
11	Power supply	180 – 250W With required cables and other accessories.	
12	Keyboard	Wired Keyboard (same make as PC)	
13	Mouse	Wired Optical (same make as PC)	
14	Monitor	21.5" WTFT LCD/LED (same make as PC with proper stand and accessories)	
15	Optical Drive	DVD Writer	
16	Operating System and Support	Factory Pre-loaded Windows 11 (or latest) Professional 64bit , Latest Service Pack, licensed copy, Recovery media/partition. Product Key should be embedded in the BIOS. Microsoft bid specific MAF and OEM letter regarding authenticity of OS and confirming that Operating system pre-loaded / pre-installed from OEM factory.	

17	Certifications	Energy Star/BEE, BIS, EPR, RoHS or any other relevant Indian certificates	
18	Security	TPM 2.0	
19	Make & Model	Must be Specify by bidder	

15.7. Form 6: Letter of Proposal

Date: dd/mm/yyyy

To

The Director, IT

Brihanmumbai Municipal Corporation,

Information Technology Department, Municipal Building,

Municipal Head Office, Mahapalika Marg, Fort, Mumbai -400001

Subject: Submission of the Technical bid for <Hardware supply & related services>

Dear Sir/Madam,

We, the undersigned, offer to provide < Hardware supply & related services > to the Purchaser on with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid uploaded on the eProcurement portal (*mention URL*).

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive. Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name of Firm:

Address:

Location: Date:

15.8. Form 7: Undertaking on Authenticity of IT Hardware and Peripheral
(On non-judicial Stamp Paper of Rs 500/-)

Date: dd/mm/yyyy

To

The Director, IT

Brihanmumbai Municipal Corporation,

Information Technology Department, Municipal Building,

Municipal Head Office, Mahapalika Marg, Fort, Mumbai -400001

Reference: Your RFP ref. no. <No.>

This has reference to the item being supplied / quoted to you vide our bid ref. no. <no.>

We hereby undertake that all the components / parts / assembly / software used in the equipment shall be genuine, original and new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India and Operating system will be pre-loaded / pre-installed from OEM factory.

In case, we are found not complying with above at the time of delivery or during installation for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our PBG for this bid or debar / black list us or take action against us.

Authorized Signatory

Name:

Designation

Stamp & Seal.

16. Appendix II: Commercial Proposal Templates

16.1. General

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal (Packet - C).

Form 8: Covering Letter

Form 9: Commercial Bid Template

16.2. Form 8: Covering Letter

Date: dd/mm/yyyy

To

The Director, IT

Brihanmumbai Municipal Corporation,

Information Technology Department, 4th Floor,

Municipal Building, Municipal Head Office,

Mahapalika Marg, Fort, Mumbai -400001

Sub : Selection of the Commercial bid.

Ref : Your RFP ref. No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of <Hardware supply and related services> do hereby propose to provide services as specified in the bid referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of submission of the Bids.
- We hereby confirm that our bid prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Bank Guarantee in the form prescribed in the bid.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

16.3. Form 9: Commercial Bid Template

The Bidder has to quote the rate in the Item Data available online with this bid. Details to be filled up for price bid are as below:

The price shall be inclusive of Taxes (excluding GST) as applicable under the relevant Laws of India.

Table 1: IT Infrastructure Installation and Warranty for 3 years

Sr. No	Description	Quantity	Basic Rate	Total Amount
1.	Desktop Computers	2500 Nos.		
	Total			

Note:

1. The Bidder should submit only the "summary of financial bid" without any cost on the e-Tender portal and the detailed financial bid should be submitted manually when asked. The formats for detailed financial bids to be as per formats defined in his RFP.
2. The bidders may visit the site and obtain additional information at their own cost and responsibility.
3. All the prices are to be entered in Indian Rupees (₹) ONLY.
4. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
5. During the payment stage, BMC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
6. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
7. For the purpose of evaluation of Commercial Bids, BMC shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
8. The Contract Price shall be firm and not subject to any alteration.
9. The Implementation agency should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
10. No advance payment shall be made towards any activity

17. Appendix III: Other Templates

17.1. Legal & Stationary Charges

Successful bidder shall pay the Legal & Stationary charges as below.

Contract Value					Indicative Legal+ Stationery Charges (₹)	
From	₹	0	To	₹	50,000/-	Nil
From	₹	50,001/-	To	₹	1,00,00,000/-	0.10% of contract cost (Rounding off such amount to next hundredth) plus 18% GST. Minimum 1,000/- + GST
From	₹	1,00,00,001/-	To	₹	10,00,00,000/-	₹10,000/- for contract value ₹1,00,00,000 plus 0.05% of contract cost above ₹1,00,00,000/- (Rounding off such amount to next hundredth) plus 18% GST.
From	₹	10,00,00,001/-	To	₹	Any Amount Further	₹55,000/- for contract value ₹10,00,00,000 plus 0.01% of contract cost above ₹10,00,00,000/- (Rounding off such amount to next hundredth) plus 18% GST.

In case of revision of the above mentioned legal and stationary charges, Supplier shall pay revised legal and stationary charges

The bidders are requested to note that stationary charges as given in the table above will be recovered from the successful bidder for preparing certificate bills in respect of the work.

17.2. Stamp Duty

- A. The stamp duty payable for the contract shall be borne by the selected bidder IN WITNESS whereof the parties hereto have signed this on the day, month and year written as part of the agreement.
- B. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
(b)	Where it exceeds rupees ten lakhs	Five hundred rupees plus 0.1% of the amount above rupees ten lakh subject to the maximum of rupees twenty-five lakh stamp duty.
(c)	Stamp Duty on BG	0.5% for the amount secured by BG subject to maximum of rupees ten lakh.

- C. The successful Bidder shall enter into a contract agreement with purchaser within 30 days from the date of issue of AOC/LoA and the same should be adjudicated for payment of Stamp Duty by the successful Bidder.
- D. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City and Mumbai Suburban District be recovered from the successful bidder and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favor of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.
- E. All legal charges and incidental expenses in this respect shall be borne and paid by the successful Bidder.

17.3. List of Banks

- A. The Bank Guarantee (BG) issued by branches of approved Banks **beyond Kalyan and Virar** can be accepted only if the said BG is countersigned by the Manager of a Branch of the same Bank within the Mumbai City limit categorically endorsing thereon that the said BG is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the Implementation Agency furnishing the Banker's guarantee.

Nationalized Banks.		
Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Indian Bank
Indian Overseas Bank	Punjab & Sind Bank	Punjab National Bank
State Bank of India	UCO Bank	Union Bank of India
Private Sector Banks.		
Axis Bank Ltd.	Bandhan Bank Ltd.	CSB Bank Ltd.
City Union Bank Ltd.	DCB Bank Ltd.	Dhanlaxmi Bank Ltd.
Federal Bank Ltd.	HDFC Bank Ltd	ICICI Bank Ltd.
IndusInd Bank Ltd	IDFC First Bank Ltd.	Jammu & Kashmir Bank Ltd.
Karnataka Bank Ltd.	Karur Vysya Bank Ltd.	Kotak Mahindra Bank Ltd
Lakshmi Vilas Bank Ltd.	Nainital Bank Ltd.	RBL Bank Ltd.

South Indian Bank Ltd.	Tamilnad Mercantile Bank Ltd.	YES Bank Ltd.
IDBI Bank Ltd.		
Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee.		
Abhyudaya Co-Op. Bank Ltd.	Bassein Catholic Co-Op. Bank Ltd.	Bharat Co-Op. Bank Ltd.
Bombay Mercantile Co-Op. Bank Ltd.	Citizen Credit Co-Op. Bank Ltd.	Dombivli Nagari Sahakari Bank Ltd.
Greater Mumbai Co-Op. Bank Ltd.	Janakalyan Sahakari Bank Ltd.	Janata Sahakari Bank Ltd.
Kalyan Janata Sahakari Bank Ltd.	Kapol Co-Op. Bank Ltd.	Mahanagar Co-Op. Bank Ltd.
Mumbai District Central Co-Op. Bank Ltd.	NKGSB Co-Op. Bank Ltd.	New India Co-Op. Bank Ltd.
Parsik Janata Sahakari Bank Ltd.	Punjab & Maharashtra Co-Op. Bank Ltd.	Rupee Co-Op. Bank Ltd.
Sangli Urban Co-Op. Bank Ltd.	Saraswat Co-Op. Bank Ltd.	Thane Bharat Sahakari Bank Ltd.
Thane Janata Sahakari Bank Ltd.	The Cosmos Co-Op. Bank Ltd.	The Shamrao Vitthal Co-Op. Bank Ltd.
The Zoroastrian Co-Op. Bank.		
State Co-op. Banks.		
The Maharashtra State Co-Op. Bank.		
Foreign Banks.		
Australia and New Zealand Banking Group Ltd.	Westpac Banking Corporation	Bank of Bahrain & Kuwait BSC
AB Bank Ltd.	Sonali Bank Ltd.	Bank of Nova Scotia
Industrial & Commercial Bank of China Ltd.	BNP Paribas	Credit Agricole Corporate & Investment Bank
Societe Generale	Deutsche Bank	HSBC Ltd
PT Bank Maybank Indonesia TBK	Mizuho Bank Ltd.	Sumitomo Mitsui Banking Corporation
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	Cooperative Rabobank U.A.	Doha Bank
Qatar National Bank	JSC VTB Bank	Sberbank
United Overseas Bank Ltd	FirstRand Bank Ltd	Shinhan Bank
Woori Bank	KEB Hana Bank	Industrial Bank of Korea
Kookmin Bank	Bank of Ceylon	Credit Suisse A.G
CTBC Bank Co., Ltd.	Krung Thai Bank Public Co. Ltd.	Abu Dhabi Commercial Bank Ltd.

Mashreq Bank PSC	First Abu Dhabi Bank PJSC	Emirates Bank NBD
Barclays Bank Plc.	Standard Chartered Bank	NatWest Markets Plc
American Express Banking Corporation	Bank of America	Citibank N.A.
J.P. Morgan Chase Bank N.A.	SBM Bank (India) Limited*	DBS Bank India Limited*
Bank of China Ltd.		

17.4. Performance Security Bank Guarantee Format

(With Stamp duty of 0.5 % on the total BG amount)

(To be given by successful bidder)

Ref. No. :

Date :

Bank Guarantee No. :

THIS INDENTURE made this _____ day of _____ 20____, BETWEEN THE _____ (Name of the Bank and address), Bank incorporated under the Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as "the Bank" which expression shall be deemed to includes its successors and assigns) of the first part _____ (Name of the supplier) inhabitants carrying on business at _____ (address) under the style and name of Messer's _____ (name of the company), a company incorporated under the Indian Companies Act 1913 (hereinafter referred to as 'the Contractor/s') of the second part shri. _____ **THE MUNICIPAL COMMISSIONER FOR BRIHANMUMBAI** (hereinafter referred to as 'the Commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and **BRIHANMUMBAI MUNICIPAL CORPORATION** (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the Contractor/s have submitted to the Commissioner bid for the execution of the work of _____ and the terms of such RFP/ contract require that the Contractor/s shall deposit with the commissioner as earnest money and / or the security a sum of ₹ _____ (in words _____)

AND WHEREAS If and when any such bid is accepted by the Commissioner the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and be appropriated by the Commissioner towards the security deposit to be taken under the contract and be redeemable by the Contractors/ if they shall duly ad faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s has

requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the Contractor/s depositing with the Commissioner the said sum as Earnest Money and /or the security as aforesaid AND WHERE AS accordingly the Commissioner has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSESS that in consideration of the premises, the Bank at the request of the Contractors (hereby testified) UNDERTAKES WITH the Commissioners to pay the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole ₹ _____ (in words _____) under the terms of the said RFP and / or the Contract. The Bank Guarantee is valid up to _____.

Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to ₹ _____ (in words _____) and guarantee shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your rights under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter.

IN WITNESS WHEREOF

WITNESS (1) -----
Name and -----
Address -----

WITNESS (2) -----
Name and ----- the duly constituted Attorney Manager
Address -----

the Bank and the said Messrs-----
----- (Name of the bank)

WITNESS (1) -----
Name and -----
Address -----

WITNESS (2) ----- for Messrs -----
Name and ----- (Name of the contractor)
Address -----

Have here into set their respective hands the day and year first above written.

17.5. Contract Agreement (CA) Format

(To be given by successful bidder)

Tender No..... Due on .../.../.....

Contract for Carrying out work of

During the period from to

Contract Cost:.....

THIS AGREEMENT MADE ON THIS Day of Two Thousand Between..... (Partner /Proprietor's Full Name) in habitant/s of Mumbai, carrying on business at in Mumbai under the style and name of Messers for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns (Hereinafter called "the Contractor/s") of the FIRST PART and Shri/ Smt. the Director/Dy. Municipal Commissioner in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include Director/Dy. Municipal Commissioner and any officers of Brihanmumbai Municipal Corporation authorized by the Director/Dy. Municipal Commissioner and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Brihanmumbai Municipal Corporation (Hereinafter called "the Corporation") of the THIRD PART.

WHEREAS the Municipal Commissioner for Greater Mumbai has interallia deputed under Section 56 and 56 (b) of the Mumbai Municipal Corporation Act 1888 his powers, functions and duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act 1888 to the Director/Dy. Municipal Commissioner

AND WHEREAS the Director/Dy. Municipal Commissioner in pursuance of the power vested in him / her under the provision of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, invited bid for the work of..... and / or certain work mentioned in the schedule / specification here to annexed.

AND WHEREAS the contractor/s has/have submitted bid for the said work and his / their said bid was accepted by the Municipal Commissioner with the approval of the Mayor/ Standing Committee/ Education Committee of the Corporation on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has / have paid deposit of ₹...../- (Rupees.....) in the office of as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for ₹...../- (Rupees.....) of Bank, for the payment interallia of the said amount of the Contract Deposit in the office of for the due and faithful performance of this contract.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:-

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to.

The following documents shall be deemed to form and be read and construed, as part of this agreement viz.

- a) The said RFP and Letter of Acceptance
- b) The specifications
- c) Performance Security
- d) Forms
- e) Appendices
- f) Any other document listed in the contract data as forming part of the contract.

In consideration of the payments to be made by the Commissioner to the contractor as hereinafter-mentioned the contractor hereby covenants with the Commissioner to complete the Works / Supply in all respects with the provision of the contract.

The Commissioner hereby covenants to pay to the Contractor in consideration of the completion of the works/ supply the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE of the parties hereto have caused their respective common seals to be hereto affixed (or hereunto set their respective hands and seals) the day and year above written.

Signed, Sealed and delivered

By

Of

In the presence of

Contractors

1)

2)

Signed, Sealed and delivered

By

in the presence of

Director/ Dy. MC

1)

2)

The Common seal of the Municipal Corporation of Brihan Mumbai was affixed on this Day of

..... 20..... in the presence of

(1)

(2)

SEAL

two Members of the Standing Committee of the Brihanmumbai Municipal Corporation.

and in the presence of the Municipal Secretary.

.....

Municipal Secretary

17.6. Non-Disclosure Agreement Format

(To be submitted by successful bidder on a non-judicial ₹ 500 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into ____ day of ____ month ____ year (effective date) by and between _____ (“Department”) and _____ (“Company”).

Whereas, Department and Company have entered into an Agreement (“Agreement”)

_____ effective _____ for _____; and

Whereas, Each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. **Definitions.** As used herein:

- a) The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b) The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c) The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. **Protection of Confidential Information:** With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;

- c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b) After it has become generally available to the public without breach of this Agreement by Company; or
 - c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d) Which Department agrees in writing is free of such restrictions.
 - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Hon. Municipal Commissioner, BMC.
 - a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b) The place of arbitration shall be Mumbai.
 - c) The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d) The proceedings of arbitration shall be conducted in English language.
 - e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and

enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

- 1.
- 2.

For Company

Name:

Title:

WITNESSES:

- 1.
- 2.

17.7. Grievance Redressal Mechanism

(To be uploaded in pre-qualification folder on company letterhead)

The Brihanmumbai Municipal Corporation (BMC) has formed a Grievance Redressal Mechanism for redressal of bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein. In packet 'A', 'B' & 'C' can make an application for review of decision of responsiveness in Packet 'A', 'B' & 'C' within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such as application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

Provided that after declaration of bidder as a successful in Packet 'A' (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet 'B' (Technical Bid), an application for review may be filed only by successful bidders of Packet 'A'. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.

Upon receipt of such application for review, The Brihanmumbai Municipal Corporation (BMC) may decide whether the bid process is required to be suspended pending disposal of such review. The Brihanmumbai Municipal Corporation (BMC) after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

The Brihanmumbai Municipal Corporation (BMC) shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid document, as the case may be.

Where The Brihanmumbai Municipal Corporation (BMC) fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the "Internal Procurement Redressal Committee" within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- and fee shall be paid in the form of D.D. in favour of The Brihanmumbai Municipal Corporation (BMC).

1st Appeal by the bidder against the decision of C.E./HOD/Dean can be made to concerned DMC/Director who should decide appeal in 7 days.

If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C. for decision.

Grievance Redressal Committee (GRC) is headed by concerned D.M.C./Director of particular department for the first appeal/grievances by the bidder against the decision for responsiveness / non-responsiveness in Packet 'A', Packet 'B' or Packet 'C' and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

This Grievance Redressal Committee (GRC) will be operated through DMC(CPD) office where appeals of aggrieved bidder will be received with fee of Rs.25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned

department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by The Brihanmumbai Municipal Corporation (BMC).

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues:

Determination of need of procurement.

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons

On receipt of recommendation of the Committee, It will be communicate his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac Rupees or two percent of the value of the procurement, whichever is higher.

**Signature of Tenderer/Bidder
with Official Seal and Address.**