

JALGAON CITY MUNICIPAL CORPORATION,

JALGAON

TENDER DOCUMENT

VOLUME - I

NAME OF WORK

**Supply, Installation and Maintenance Of Computer
Hardware,Peripherals,Networking,Other Equipments and Software**

**For Implementation Of E-governance Software on "Finance, Build,
Operate and Transfer basis".**

JALGAON CITY MUNICIPAL CORPORATION, JALGAON.

NAME OF WORK :- Supply, Installation and Maintenance Of Computer Hardware,Peripherals,Networking,Other Equipments and Software For Implementation Of E-governance Software on "Finance, Build, Operate and Transfer basis".

I N D E X

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Tender issued to : _____

**Project Manager
Jalgaon City Municipal Corporation,
Jalgaon.**

TENDER NOTICE

Jalgaon City Municipal Corporation Jalgaon

Tender notice no.*** (2004-2005)**

Sealed offers in the form of two-envelope system are invited by the Jalgaon City Municipal Corporation from entrepreneurs for the following project on Finance, Build, Operate and Transfer (B.O.T.) basis

- 1. Name of work:** -Supply, Installation and Maintenance Of Computer Hardware,Peripherals,Networking,Other Equipments and Software For Implementation Of E-governance Software on "Finance, Build, Operate and Transfer basis".

- 2. Cost of as estimated by the Corporation:**

Entrepreneur

Project Manager
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- 3. Amount of Earnest Money Deposit:** Rs. 4,00,000/- (Rupees Five Lakhs Only)

- 4. Amount of Security Deposit OR Bank Guarantee drawn on any Nationalized Bank:** Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)

- 5. Period of Installation:** 1 Months from date of issue of Letter of Intent (L.O.I.)

- 6. Sale of Bid Documents:** Blank Tender Forms comprising terms and conditions relating to project can be collected from
Project Manager's Office, J.C.M.C. Head Office ,Jalgaon
from **/**/2006 to **/**/2006 on any working day between 11.00AM to 05.00 PM.

- 7. Cost of Bid Document:** Rs 2000 /- (Rs Two Thousand only) in the form of cash/bank demand draft drawn on any nationalized bank in the name of "Commissioner, Jalgaon City Municipal Corporation, Jalgaon".

- 8. Place, date and time for Pre-bid meeting:** The Pre-Bid meeting will be held in the office of the Commissioner, Jalgaon City Municipal Corporation, Jalgaon on **/**/2006 at 11.00AM

- 9. Place, date and time for Receipt of Bids:** Sealed offers complete in all respects in the form of two envelope system will be accepted at:
Project Manager's Office, J.C.M.C. Head Office , Jalgaon till
//2006 till 05:00 PM.

10. Place, date and time for Opening of Technical Bids (Envelope No. 1): Sealed offers received within stipulated time shall be opened on **/**/2006 at 11.00 AM in the office of Commissioner , Jalgaon City Municipal Corporation, Jalgaon.

11. Place, date and time for Opening of Price Bids (Envelope No. 2): Price bids of the Entrepreneurs who technically qualify shall be opened on **/**/2006 at 11.00 AM in the office of Commissioner , Jalgaon City Municipal Corporation, Jalgaon.

TERMS AND CONDITIONS:-

1. The Entrepreneur may be (i) an individual or (ii) a registered partnership firm or (iii) a company including a joint venture company incorporated under the Companies Act, 1956.
2. Sealed offers received in the form of two-envelope system within the above mentioned dates shall be considered.
3. Offers shall remain valid for a period of 60 days from the date of opening.
4. The total contract period will be 5 years from date of completion of installation of hardware, peripherals, networking, other equipments and softwares. Installation completion certificate will be given by J.C.M.C. to the Entrepreneur.
5. The Entrepreneurs are also required to arrange their own financial resources for the above project.
6. The Commissioner of Jalgaon City Municipal Corporation, Jalgaon reserves the right to revise or amend this notice and / or the Bid Document fully or partly, prior to the last date for submission of offers.
7. The Commissioner of Jalgaon City Municipal Corporation, Jalgaon reserves the right to revise the last date for submission of offers.

8. The Commissioner of Jalgaon City Municipal Corporation, Jalgaon reserves the right to reject any or all offers in full or part without assigning any reasons thereof.

Date: **/12/2006

PROJECT MANAGER
JALGAON CITY MUNICIPAL CORPORATION,
JALGAON

**TENDER
DOCUMENT
WITH
CONDITIONS**

JALGAON CITY MUNICIPAL CORPORATION, JALGAON.

Name of work :- Supply, Installation and Maintenance Of Computer Hardware,Peripherals,Networking,OtherEquipments and Softwares For Implementation Of E-governance Software on "Finance, Build, Operate and Transfer basis".

1. INTRODUCTION :-

Jalgaon City Municipal Corporation (J.C.M.C.) has proposed to implement “E-governance software” on "Finance, Build, Operate and Transfer basis". Sealed offers in the form of two envelope system are invited from Entrepreneurs by the Jalgaon City Municipal Corporation

The selected Entrepreneur has to supply and install computer hardware,peripherals,other equipments,softwares as per specifications given by corporation in **Annexure A** and lay network as per jalgaon city municipal corporation’s requirement and maintain it for the period of 5 years.Enterprenuer has to pay the cost of E-governance software,Annual technical support and on site help desk charges.Enterprenuer should appoint 10 skilled computer operators and a experienced technical person for this project to work at J.C.M.C. The Computer Hardware,Peripherals,Networking,OtherEquipments and Software is required to be supplied and installed in total time limit not exceeding 2 months from the date of issue of Letter of Intent (L.O.I.) by J.C.M.C.

2. IMPORTANT TERMS AND CONDITIONS: -

(As given on page no. 28)

3. SUBMISSIONS

The offers shall be submitted in two separate sealed envelopes (Envelope No. 1 – Technical Bid and Envelope No. 2 – Price Bid) addressed to “The Commissioner, Jalgaon City Municipal Corporation.”

Envelope No. 1 (Technical Bid):-

The First Envelope clearly marked as “ Envelope No. 1 – Technical Bid” shall contain the following documents:

- a. Index
- b. Covering Letter (As per **Annexure B**)
- c. Earnest Money Deposit by way of Demand Draft of Rupees 4,00,000/- from a Nationalized Bank payable in the name of Commissioner, Jalgaon City Municipal Corporation, Jalgaon. The offers not accompanied with the Earnest Money Deposit as prescribed above shall be summarily rejected.
- d. If the Entrepreneur is a Partnership firm or Private Limited Company or Limited Company, the details of the firm, the Name of the Partners / Directors be given with address and telephone numbers. The Entrepreneur should also produce the power of attorney signed by the Partners / Managing Director. The certified copy of registration of the company under The Companies Act along with a copy of the Memorandum of Association / registered partnership deed shall be submitted.
- e. Copy of the Audited Annual Accounts for the last 3 financial years.

- f. Copy of the Income Tax Returns filed by the Entrepreneur for the last 3 financial years.
- g. The networth certificate duly signed by the Chartered Accountant / Company Secretary should be enclosed certifying that the Entrepreneur has a minimum networth of Rs. 2 crores.
- h. Copies of the certificate of completion / certificate of work in progress duly signed by the Company Secretary / Chartered Accountant certifying that the Entrepreneur has undertaken / completed minimum 2 jobs of similar nature worth more than Rs. 1 crore in the past, should be enclosed. Any other documentary evidence, photographs, CDs of such similar projects handled by the company / firm should be submitted.
- i. The Entrepreneur should provide details of all the projects undertaken / completed in the last 2 years. The Entrepreneur should specify all such projects where financial closure has not been achieved, mentioning the reasons thereof. The Entrepreneur should indicate the plan for fund mobilization for this project. The Entrepreneur should also submit a copy of the in-principle approval letter of the Banks / Financial Institutions (if the bank finance / finance from Financial Institutions has been planned for achieving the financial closure) indicating their willingness to finance the project.
- j. Certificate that pricing is as per specifications and all components and all requirements have been incorporated in pricing (as per **Annexure C**)
- k. Bidder's Authorization Certificate(as per **Annexure D**)
- l. Technical Specifications of the hardware,peripherals,equipments and software entrepreneur shall supply .(as per **Annexure A**)
- m. Terms and Conditions Compliance Table in following format .This table must cover entrepreneurs response to all terms and conditions specified in tender document.

Term No	Short Description of term and conditions	Complied (Yes/No)	Detailed explanation about deviation, if not complied
1			
To			
Last			

- n. Delivery and Implementation Schedule.
- o. List of Technical and Administrative staff available with the Entrepreneur should be provided

Envelope No. 2 (Price Bid):-

The Second Envelope clearly marked as “ Envelope No. 2 – Price Bid” shall contain the original tender document. All the pages of tender shall be signed by the Entrepreneur or his authorized representative.

The Entrepreneur should quote the rates payable by KDMC per year as indicated in Bill form (**Annexure E**) .

The rates quoted shall be inclusive of all taxes, duties and statutory payments incident upon the operator.

Local Taxes/Levies specific to states and octroi must be mentioned separately

All such attachments to the price bid must be typed. All such pages attached should be duly signed and stamped by the authorized person. The number of pages attached to the price bid shall be mentioned in the forwarding letter.

It is to be noted that any benefit or loss arising out of variation between the actual cashflows of the project and the expected cashflows submitted along with the price

bid will be to the account of the Entrepreneur and shall not be borne or shared with the Jalgaon City Municipal Corporation.

The top of Envelope No.1 (Technical Bid) shall be marked as “ENVELOPE No. 1 – Technical Bid” and the top of the Envelope No. 2 (Price Bid) shall be marked as “ENVELOPE No. 2 – Price Bid”. Sealed Envelopes No. 1 and No. 2, as mentioned above shall be submitted in one sealed envelope along with the forwarding letter duly signed and stamped. The sealed cover shall mention the name of the work and also the full name and the address of the Entrepreneur.

The offer shall be unconditional. Conditional offers shall be summarily rejected. Entrepreneurs are cautioned that the offers containing any material deviation from the contractual terms and conditions and contract specifications and other requirements relating to the project as specified in the bid documents shall be liable to be summarily rejected.

4. PROCEDURE OF TENDERING:-

- a. Blank Tender Forms comprising terms and conditions relating to project can be collected from

Project Manager’s Office, J.C.M.C. Head Office ,Jalgaon

The application for issuing tender document shall be accompanied by Rs 2,000/- in Cash / D.D. only. The demand draft shall be drawn on any Nationalized Bank in the name of “Commissioner, Jalgaon City Municipal Corporation, Jalgaon”.

- b. The proposal shall be submitted to the J.C.M.C. on the prescribed date and time, duly completed and sealed in two envelope system as mentioned above.

- c. The Entrepreneurs shall supply and install computer hardware,peripherals,other equipments,softwares as per specifications given by corporation in **Annexure A** and lay network as per jalgaon city municipal corporation's requirement . If any minor alterations are to be suggested by the Entrepreneur in the original specifications/plan, such alterations should be suggested with reasons thereof at the time of pre-bid meeting. J.C.M.C. reserves the right to accept or reject any or all such modifications suggested. Any such modifications accepted by the J.C.M.C. will be circulated to all the Entrepreneurs within 10 working days after the pre bid meeting. All such modifications will be considered as an alternative plan and will not be binding on the Entrepreneurs. J.C.M.C. will not be liable to pay any amount and does not undertake any liability for any such suggested alternative plan. Any additional cost arising out of such alternative plan will have to be borne by the Entrepreneur to whom the contract will be awarded.
- d. If any addition / alteration is to be carried out during execution of work, prior permission of Commissioner of J.C.M.C. is essential. Such permissions will be granted provided such alterations / additions are unavoidable. J.C.M.C. will not be liable to pay any amount and does not undertake any liability for any such alterations or additions. Any additional cost arising out of such alterations or additions will have to be borne by the Entrepreneur to whom the contract will be awarded.
- e. Work is to be carried out as per Officer in charge for this project (Project Manager, J.C.M.C.)
- f. The Commissioner, J.C.M.C. reserves the right to reject any or all the offers in full or part without assigning any reason whatsoever.

5. EARNEST MONEY:-

a. The amount of earnest money Rs. **4,00,000/- (Rupees Four Lakhs)** shall be fully paid in form of bank demand draft in the name of “Commissioner, Jalgaon City Municipal Corporation, Jalgaon”.

b. Earnest money in the form of cheque or any other form other than what is prescribed above will not be accepted. Tenders of those Entrepreneurs who do not deposit earnest money in the above acceptable form shall be summarily rejected. The earnest money deposit of the unsuccessful Entrepreneurs will be returned back. The earnest money of the successful Entrepreneur will be returned in three months after the project is handed over to J.C.M.C. in satisfactory condition at the end of the period of agreement. K.D.M.C shall not pay any interest on such amount paid by the entrepreneur.

a. Tenders not accompanied by an earnest money deposit shall be rejected as non-responsive. If during the tender validity period, the Entrepreneur withdraws his tender, the earnest money deposit shall be forfeited and the Entrepreneur may be disqualified from tendering for further work in the Jalgaon City Municipal Corporation, Jalgaon.

b. The Successful Entrepreneur shall furnish a Bank Guarantee amounting to Rs. 15,00,000/- (Rupees fifteen lakhs Only) drawn on any Nationalized Bank OR Security Deposit of Rs. 15,00,000/- (Rupees fifteen lakhs Only) in the form of bank demand draft drawn on any Nationalized Bank in the name of “Commissioner, Jalgaon City Municipal Corporation, Jalgaon” within 15 days from the date of issue of the Letter of Intent. K.D.M.C shall not pay any interest on the amount of Security Deposit paid by the entrepreneur. The Security Deposit shall remain with J.C.M.C. till the end of the period of agreement. The Security Deposit shall be returned in

Entrepreneur

Project Manager

three months after the project is handed over to J.C.M.C. in satisfactory condition at the end of the period of agreement. However, all compensations or other sums due and payable to J.C.M.C. by the entrepreneur under the terms of this contract may be deducted from this security deposit amount.

In case of Bank Guarantee, the successful Entrepreneur shall renew the Bank Guarantee as and when required till the end of the period of agreement.

The Bank Guarantee will be forfeitable for non-performance.

- c. The Successful Entrepreneur shall enter into the contract agreement with Jalgaon City Municipal Corporation, Jalgaon.

6. QUALITY STANDARDS

All products must be branded products and should be used by a large numbers of users in India/Abroad. All products offered should be manufactured in a ISO certified factory ,copies of ISO certificates must be enclosed with the Tender Offer.

7. UNACCEPTABLE QUALITY OF COMPUTERS

The vendor should not substitute any internal components or subsystems of servers or desktop by similar items from different manufacturers, without adequate justification that is acceptable to JCMC.

8. PRE - BID MEETING :

The pre-bid meeting will be held in the office of the Commissioner, Jalgaon City Municipal Corporation, Jalgaon, wherein the prospective agencies will have an opportunity to obtain clarifications regarding the work and the tender conditions. The Entrepreneurs are free to ask for any additional information or clarification either in writing or orally and the reply to the same will be given by Tender Opening Committee and this clarification referred to as common set of conditions/ deviation shall form part

of tender document and will also be common and applicable to all the Entrepreneurs irrespective of whether the Entrepreneurs have attended the pre-bid meeting or not.

9. AMENDMENT OF BID DOCUMENTS

1. Before the deadline for submission of bid, the J.C.M.C. may modify the bid documents by issuing suitable addendum/corrigendum.
2. Any addendum/corrigendum thus issued shall form part of the bid document and shall be communicated in writing or by telefax to all the purchasers of the bid document. Prospective Entrepreneurs shall acknowledge receipt of each addendum and corrigendum by telefax to the J.C.M.C. on fax number (0257 –*****).
3. To give prospective Entrepreneurs reasonable time in which to take an addendum/corrigendum into account in preparing their bids, J.C.M.C. may consider an extension of time, as may be necessary for submission of bids. The final decision in this matter shall rest solely with the J.C.M.C.

10. TENDER VALIDITY PERIOD

Validity of the offer will be 60 days from the date of opening of tender document. Envelope No. 1 (Technical Bid) and Envelope No. 2 (Price Bid) containing the necessary documents as mentioned shall be put in one sealed envelope along with the forwarding letter duly mentioning the name of work on the sealed cover and full name and address of the Entrepreneur.

11. OPENING OF TENDER

Tender will be opened by the Tender Opening Committee of **J.C.M.C**, Jalgaon in the presence of Entrepreneurs or representatives of Entrepreneurs, who choose to remain

present. The Entrepreneurs or their representatives who are present shall sign in the register in token of their attendance.

12. MODE OF FINALISATION OF THE BID

12.1 EVALUATION PROCESS

The evaluation of the eligible Entrepreneurs will be carried out by the Evaluation Committee. The technical bids will be evaluated prior to the opening of the financial bid. The price bids of only those Entrepreneurs who technically qualify shall be opened. The contract will be awarded to the entrepreneur whose price bid has been determined as the lowest evaluated bid, provided further that entrepreneur is determined to be qualified to perform the contract satisfactorily.

The acceptance of proposals shall rest with the Municipal Commissioner who does not bind himself to accept the lowest or any tender and reserve the right to accept vary, modify split, negotiable and or reject any or all the tenders received without assigning any reason thereof.

12.2 COMPOSITION OF EVALUATION COMMITTEE

The evaluation committee will consist of following members:

- | | | |
|-----------------------------------|---|-----------|
| i. Municipal Commissioner | - | Chairman |
| ii. Project Manager | - | Secretary |
| iii. Accounts Officer | - | Member |
| iv. Deputy Municipal Commissioner | - | Member |
| v. City Engineer | - | Member |

- vi. Municipal Chief Auditor - Member
- vii. Town Planner - Member.

13. SELECTION STAGES

The stages to be covered and tentative period required for finalization of the bid are as follows-

- a) Advertisement in Newspapers - **/**/2006
- b) Sale of tenders **/**/2006 to **/**/2006
- c) Pre- bid meeting **/**/2006 at 11.00 AM
- d) Submission of the tender Up to **/**/2006 5.00 PM
- e) Opening of Technical Bids **/**/2006
- f) Opening of Financial Bids **/**/2006

OTHER DETAILS AND CONDITIONS OF TENDER:-

1. SCOPE OF WORK

The nature of work to be done by entrepreneur is defined below

- The Entrepreneur shall supply and install the required computer hardware, peripherals, other equipment and software as per specifications given in **Annexure A** and maintain the same for a period of five years from the date of its acceptance, as per the conditions prescribed in this document, and in the time frame prescribed at his own cost. Software maintenance also includes AMC cost for Oracle database software and Oracle Application software. Entrepreneur have to hire this support from Oracle and should show documents of renewal of this AMC to JCMC.
- The Entrepreneur shall lay network as per jalgaon city municipal corporation's requirement and maintain it for the period of five years from the date of its

acceptance, as per the conditions prescribed in this document, and in the time frame prescribed at his own cost.

- The Entrepreneur shall be responsible for the maintenance of the systems on a turn key basis. He shall provide trained manpower to maintain the hardware, networking equipment and software. Maintaining the required uptime of all the systems to ensure the provisions of quality services to the citizens are the main ingredients of the proposal. The Entrepreneur shall ensure a system uptime of 98 % .
- Govt.Of Maharashtra has issued a G.R. to implement K.D.M.C. E-governance software across all municipal corporations and councils in Maharashtra. Cost of implementation of e-governance software modules required by J.C.M.C. is Rs. _____/-. The Successful Entrepreneur shall furnish bank demand draft drawn on any Nationalized Bank of Rs. _____/- (Rupees _____ lakhs Only) in the name of “Commissioner, Jalgaon City Municipal Corporation, Jalgaon” within 15 days from the date of issue of the Letter of Intent towards cost of implementation of e-governance software modules.
- It is necessary to hire Annual Technical Support (ATS) and Onsite Helpdesk Support from K.D.M.C. for e-governance software modules to successfully run this e-governance project. Annual Technical Support will be hired after expiry of 1 year warranty period i.e. after completion of a year after implementation date. Cost of Annual Technical Support (ATS) and Onsite Helpdesk Support for a year is Rs _____/-(Rupees _____ lakhs Only). Hence J.C.M.C. shall retain for first four years Rs. _____/-from per year amount payable to Entrepreneur to hire Annual Technical Support (ATS) and Onsite Helpdesk Support from K.D.M.C.
- The Entrepreneur should depute 10 skilled computer operators and a experienced technical person for this project to work at J.C.M.C. Only qualified persons are to be

deputed to J.C.M.C. Technical person should be a graduate engineer or post graduate in computer field.

2. PERIOD OF CONTRACT

The total contract period will be 5 years from date of completion of installation of hardware, peripherals, networking, other equipments and softwares. Installation completion certificate will be given by J.C.M.C. to the Entrepreneur . Review of the performance will be taken at the end of every year & if found unsatisfactory, Commissioner, J.C.M.C. will be at the liberty to cancel the contract after giving reasonable opportunity to the Entrepreneur .

3. PAYMENT

Payment to the Entrepreneur shall be done on yearly basis on the submission of the bills.

4. TAXES AND DUTIES

The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes; duties as applicable upto the completion of job. Any increase in the rates will not be allowed.

5. BINDING CLAUSE

All decisions taken by the “The Commissioner” regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

6. FINANCE

The Entrepreneur shall be responsible for arranging necessary finance for the project. K.D.M.C will not give any financial aid or guarantee. The ownership rights of the project will be vested in the J.C.M.C forever.

7. CLAIMS AND ESCALATION

No claims arising out of this project and or any escalation thereof will be paid or agreed to be paid by J.C.M.C. to the Entrepreneur or any other party.

8. TIME LIMIT

The work mentioned in tender shall commence within 15 days from the date of execution of the agreement with the Jalgaon City Municipal Corporation. The work will have to be completed in the prescribed time limit of 2 months from the date of issue of Letter of Intent. In case there is a genuine difficulty in completing the project, the Entrepreneur may approach the Commissioner requesting for extension of time. The extension may be granted by the Commissioner subject to a maximum period of 3 months, if he is convinced that such difficulties are unavoidable. No penalty will be levied in such case where such extension is granted. In case of further failure on the part of the selected Entrepreneur to complete the work even within the extended period, the Jalgaon City Municipal Corporation reserves the right to further extend the period subject to a maximum period of 4 months with penal charges upto a maximum extent of Rs. 2,000/- per day till the completion of the work or the last day of the further extended period, whichever is earlier, on the selected Entrepreneur. In case of failure on the part of the selected Entrepreneur to complete the project even within the further extended period, the Jalgaon City Municipal Corporation reserves the right to terminate the agreement and pay no compensation to the entrepreneur. J.C.M.C. shall be free to to

enter into fresh agreement with any other party. Work means Scope of Work mentioned in the tender.

9. COMPLETENESS OF INSTALLATION

The installation will be deemed as incomplete if any component of the hardware, software, network devices etc., or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to JCMC after acceptance testing/examination.

In such an event, the supply & installation will be termed as incomplete and it will not be accepted. The entire work will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 10 days.

10. PROMPT SUPPORT

Any equipment, other than Servers, that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) on the next day. In case of the Servers, the downtime should not exceed 8 hours. The reporting will be through a telephonic message or any other mode as JCMC may decide.

In case vendor fails to meet the above standards of maintenance, there will be a penalty in rupees per day as specified in the table below:

Schedule Number	Name of Schedule	Components	Penalty Amount Rs. / day
I	Computer	Servers (Database, Application)	1000
		Desktop Computers (PIV)	250
		Desktop Computers (Celeron)	

Entrepreneur

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II	Peripherals	CDROM / CD Writer Laser Printer Network Laser Printer Monitor VGA Splitter	250
III	Software	Windows Server Oracle RDBMS (10 user License) Oracle Application Server (10 User License)	1000
IV	Networking	Switches Racks Structured Cabling	250
V	Networking	Centrally Managed Anti-virus Solution	250
VI	Power Backup Equipment	3 KVA UPS with 60 minute backup	250

The temporary substitute machine or equipment should be replaced by the original machine or equipment duly repaired within a week's time, failing which the above penalty will be imposed for the number of days exceeding one week.

11. SPARE PARTS

Vendor will make the spare parts for the systems available for a minimum period of five years from the time of acceptance of the system. If any of the peripherals, components like hard disk, CPU, Memory etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to JCMC.

12. INDEMNITY

Entrepreneur

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Vendor shall indemnify, protect and save JCMC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware/software/networkequipment etc. supplied by him.

13. PUBLICITY

Any publicity by the vendor in which the name of JCMC is to be used should be done only with the explicit written permission of the Commissioner.

14. GUARANTEES

Vendor should guarantee that the systems delivered to JCMC are brand new, including all components. In the case of software, the vendor should guarantee that the software supplied to JCMC is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

15. APPLICATION SOFTWARE AND DRIVERS

JCMC and/or the application software vendor will install the application software and drivers on the systems. It is vendor's responsibility to co-operate with the application software development agency appointed by JCMC to ensure that the installation is successful.

16. FORCE MAJEURE

The vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the vendor's fault or negligence and not

foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, either in fires, floods, strikes, lock-outs and freight embargoes.

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

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, JCMC and the vendor shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of the Commissioner shall be final and binding on the vendor.

17. DISPUTE

In case of any dispute or difference the same shall be first sorted out at the level of the Project Manager, Jalgaon City Municipal Corporation. If the dispute persists to remain unsolved then the dispute shall be referred to the Commissioner, Jalgaon City Municipal Corporation whose decision shall be final and binding on both the parties. Judicial Jurisdiction shall be Jalgaon.

18. AGREEMENT

On acceptance of the tender, the successful Entrepreneur shall be issued the Letter of Intent. The successful Entrepreneur will have to furnish a Bank Guarantee of Rs. 15,00,000/- (Rupees fifteen Lakhs only) from any Nationalized Bank OR Security Deposit of Rs. 15, 00, 000/- (Rupees fifteen Lakhs only) in the form of bank demand draft drawn on any Nationalized Bank in the name of “Commissioner, Jalgaon City Municipal Corporation, Jalgaon within 15 days from the date of issue of the Letter of Intent. Then Entrepreneur shall have to enter into an agreement with J.C.M.C., the terms and conditions of this agreement will be as provided in this tender document. On signing of the agreement by both the parties, a work order will be issued.

19. It is to be noted that any loss or profit made by the Entrepreneur or any partner or partnership firm of the Entrepreneur, in any of the other projects will not have any effect on the agreement entered between the Entrepreneur and J.C.M.C.

IMPORTANT TERMS AND CONDITIONS

JALGAON CITY MUNICIPAL CORPORATION, JALGAON.

Name of work: - Supply, Installation and Maintenance Of Computer Hardware, Peripherals, Networking, Other Equipments and Software For Implementation Of E-governance Software on "Finance, Build, Operate and Transfer basis".

Important terms and conditions

- 1) The Entrepreneur will have to enter into an agreement with the Commissioner, Jalgaon City Municipal Corporation and will have to furnish a bank guarantee of Rs. 15,00,000 (Rupees fifteen Lakhs Only) issued by any Nationalized Bank OR Security Deposit of Rs. 15,00,000/- (Rupees fifteen Lakhs Only) in the form of bank demand draft in the name of "Commissioner, Jalgaon City Municipal Corporation, Jalgaon" within 15 days from the date of issue of the Letter of Intent. The said Bank Guarantee will be released after the all computer hardware, peripherals, networking, other equipments, software and all documentation, CDs etc. is handed over to J.C.M.C. in satisfactory condition at the end of the period of agreement.
- 2) The time limit for completion of the supply and installation of hardware, peripherals, networking, other equipments, software is 2 months from the date of issue of Letter of Intent (L.O.I.). The selected Entrepreneur shall complete the work within stipulated time and maintain it with due repairs in good, sound and safe condition with the repairs for the contract period. i.e. 5 years.
- 3) After completion of agreement period, the selected Entrepreneur shall handover to J.C.M.C., computer hardware, peripherals, networking, other Entrepreneur

equipments,software and all documentation,CDs etc. duly repaired and in good working condition without asking for any compensation at the time of handing over the project.

After completion of 5 years (i.e. end of contract period) the J.C.M.C. may consider renewal of the contract with mutually accepted conditions. Preference however will be given to the selected Entrepreneur, if he runs this project for 5 years successfully and to the satisfaction of the Jalgaon City Municipal Corporation.

- 4) The Entrepreneur will employ qualified staff for this project. The liabilities such as wages, funds, accidents claims, death claims will have to be borne by the Entrepreneur and no liability on such account shall rest with J.C.M.C.. The project will be neatly maintained in all respect for 5 years for its smooth and safe functioning.

Electricity and water should be used very economically and should not used other than specified purpose only..

- 5) The right of ownership shall rest with J.C.M.C.

- 6) The Octroi charges for the material, machinery etc. will have to be paid by the Entrepreneur to J.C.M.C. The same shall be refunded back to the entrepreneur after he claims for the refund with the approval of J.C.M.C..

Annexure A TECHNICAL SPECIFICATIONS

Sr. No.	Item Name	Qty	Minimum Specifications Required
1	Database Server	1	Intel Xeon 2.8 GHz Processor (or better) with <ul style="list-style-type: none"> - Dual processor support motherboard (supplied with dual processor) - Intel E7501 (or better) motherboard - 512 KB L2 cache or better - 1 GB RAM - 2 X 36 GB SCSI HDD - 12 / 24 GB DAT Tape Drive - 48X (or better) CD Drive - 100 / 1000 Network Card - 15" Colour Monitor - Windows 2003 OS (Standard Edition) - Other Standard devices / utilities - (Optional) RAID Controller supporting RAID 0, 1, 5
2	Application Server	1	Intel Xeon 2.8 GHz Processor (or better) with <ul style="list-style-type: none"> - Dual processor support motherboard (supplied with single processor) - Intel motherboard - 512 KB L2 cache or better - 1 GB RAM - 1 X 36 GB SCSI HDD - 48X (or better) CD Drive - 100 / 1000 Network Card - 15" Colour Monitor - Windows 2003 OS (Standard Edition)

			- Other Standard devices / utilities
3	Oracle 9i Database Server	2 CPU	Oracle Standard Edition; version 1.0
4	Oracle 9i Application Server		Oracle Standard Edition
5	Digital Linear Tape	1	40/80 GB DLT Drive
6	Domain Server	1	Intel Xeon 2.8 GHz Processor (or better) with - Dual processor support motherboard (supplied with single processor) - Intel motherboard - 512 KB L2 cache or better - 1 GB RAM - 1 X 36 GB SCSI HDD - 48X (or better) CD Drive - 100 / 1000 Network Card - 15" Colour Monitor - Windows 2003 OS (Standard Edition) Other Standard devices / utilities
7	24 port switch and Rack	1	Manageable Layer 2 switch
8	Client Computer (Backend Departments)	25	Intel Pentium Processor 3.0 GHz or better - Intel 865G (or better) motherboard - 512 KB L2 cache or better - 256 MB RAM - 40 GB (or better) HDD - 10/100/1000 Network Card - 15" Colour Monitor - Windows XP OS (Professional) - Other Standard devices / utilities - No Floppy / CDROM Drives
9	DVD Combo Drive	3	Samsung or better - Purchased for CO / CP / Technical Administrator
10	Dot Matrix Printers	2	24 pin; 136 column Printer
11	Laser Printers	5	600 dpi X 600 dpi, A4 paper size Printer
12	Laser Printers (Network printers)	5	- 1200 dpi X 1200 dpi, A4 paper size - With Network Card
13	Scanner	1	1200 dpi X 600 dpi, A4 paper size
14	15" Monitors (for CFC HelpDesk)	2	15" Colour Digital Monitor
15	VGA Splitter	2	To connect 2 monitors to one PC at HelpDesk
16	Switches	3	- Unmanaged Switches - 24 Port 10/100 Mbps
17	Racks	3	- 19" 6 U Rack Mount - With Fan Tray

18	Structured Cabling	-	<ul style="list-style-type: none"> - 25 MHz CAT6 Cable (length as required) - With Surface Mount Box, Patch Cords (1 Mtr) - Labour charges for laying the cable & fixing IOs
19	Anti-virus	1	<ul style="list-style-type: none"> - Centrally Managed - 30 Client Licenses
20	5 KVA UPS	2	<ul style="list-style-type: none"> - Online UPS - 30 Minutes Backup
21	10 KVA UPS	1	<ul style="list-style-type: none"> - Online UPS - 30 Minutes Backup

Annexure B - Tender offer cover letter

Date: _____ 2004

Tender Reference No.: _____

To:

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver

(Description of equipment and Services) in conformity with the said tender documents in accordance with the Schedule of Prices indicated in the commercial offer and made part of this tender.

If our tender offer is accepted, we undertake to commence delivery within _____ (Number) days and to complete delivery, installation and commissioning of all the equipment as specified in the Contract within _____ (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our tender offer is accepted, we will obtain the guarantee of a bank in a sum of **5% of the Contract Price** for the due performance of the Contract.

We agree to abide by this tender offer till **60 days** from the date of tender opening and our offer shall remain binding upon us and may be accepted by MMC any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with MMC's written acceptance thereof and MMC's notification of award, shall constitute a binding contract between us.

Entrepreneur

Project Manager
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We understand that MMC is not bound to accept the lowest or any offer MMC may receive.

Dated this _____ day of _____ 2001

Signature: _____

(in the Capacity of:) _____

Duly authorised to sign the tender offer for and on behalf of

Annexure C- Certificate of Conformity

To,
The Commissioner
J.C.M.C.,Jalgaon.

CERTIFICATE

This is to certify that, the specifications of Hardware which I have mentioned in the Technical Specifications for Hardware, and which I shall supply if I am awarded with the work, are in conformity with the specifications in the Tender document.

I also certify that the price I have quoted per document is inclusive of all the cost factors involved in the execution of the project, to meet the desired standards set out in clause 1.1 (I) of General Condition of Contract.

Name :

Designation :

Entrepreneur

Project Manager
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Seal :

Annexure D - Bidder's Authorisation Certificate

To
The Commissioner,
Jalgaon City Municipal Corporation,
Head Office,
Jalgaon.

<_____>, <_____> is hereby authorised to sign relevant
Bidder's Name Designation
documents on behalf of the Company in dealing with Tender mentioned above. He is also
authorised to attend meetings & submit technical & commercial information as may be
required by you in the course of processing above said tender.

Thanking you,

Authorised Signatory,

<_____>
Vendor's Name
Entrepreneur

Project Manager
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Annexure E- Bid Form (Part – B - 1)

Schedule Of Rates

The Entrepreneur shall quote the rates for Scope of Work mentoned in tender document

<i>Sr.</i>	<i>Description</i>	<i>For Years</i>				
		I st	II nd	III rd	IV th	V th
1.	Cost per Year for <ul style="list-style-type: none">• Procuring,supplying,installing Computer Hardware peripherals,networking,other equipments and software as mentioned in Anneure A and maintenance of this for 5 years.• Cost Of e-governance software modules required by J.C.M.C.• ATS and onsite helpdesk for e-governance software modules for 4 years.• Deputing 10 skilled computer operators and experienced technical person to J.C.M.C. for this project for 5 years.• Handovering of hadware,peripherals,networking,other equipments , software etc. as mentioned in Anneure A in working condition to JCMC at end of contract after 5 years.					

Seal and Signature of the tenderer

Entrepreneur

Project Manager

Project Manager,

