

BHAVNAGAR MUNICIPAL CORPORATION

Sir Mangalsinhji Road, Near Kalanala Circle,
Bhavnagar (Gujarat)-364001

TENDER DOCUMENT

for

Comprehensive Annual Maintenance Contract(CAMC) of Biometric Attendance Device installed at Various Offices of BMC with Required Software & Support for 1 Year



Tender Ref. No.	:-	BMC/COMPUTER/10/2024-25
Department Detail	:-	Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Near Kalanala, Bhavnagar – 364001. Contact No : (0278)2431887 E-Mail : itmanager.bmc@gmail.com Web site : www.bmcgujarat.com

AUGUST – 2024

TENDER NOTICE

Bhavnagar Municipal Corporation(BMC) invites physical(offline) bids from eligible vendor/contractor/agency for Comprehensive Annual Maintenance Contract(CAMC) of Biometric Attendance Device installed at Various Offices of BMC with Required Software & Support for 1 year

IMPORTANT INFORMATION

Tender Notice No.	BMC/COMPUTER/10/2024-25	
Organization Name	Bhavnagar Municipal Corporation	
Tender Inviting Authority	EDP Manager, Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Bhavnagar – 364001. Contact No.(0278)2431887 E-Mail : itmanager.bmc@gmail.com	
Name of Work	Comprehensive Annual Maintenance Contract(CAMC) of Biometric Attendance Device installed at Various Offices of BMC with Required Software & Support for 1 year	
Project Duration	1 year	
Type of Contract	Comprehensive AMC	
Tender Type	Open Physical(offline)	
Bidding Type	Two stage (Technical bid and Commercial bid)	
Tender Fee (Non-Refundable)	Rs.1,500/- (Rupees One Thousand Five Hundred Only)	
E.M.D. (Refundable)	Rs.9,240/- (Rupees Nine Thousand Two Hundred Forty Only)	
Schedule of E-Tender	Tender Publishing Date	29/08/2024
	Start Date for Downloading Tender Document	29/08/2024 at 12:00 O'clock
	Last Date for Downloading Tender Document	13/09/2024 up to 6:00 O'clock
	Date of Pre-bid Meeting	05/09/2024 at 12:00 O'clock
	Last Date for Physical Submission of bid (E.M.D., Tender Fee, Technical Proposal, Financial Proposal and Supporting Documents etc.)	13/09/2024 up to 6:00 O'clock
	Date for Opening of Technical Proposal	17/09/2024 at 12:00 O'clock
	Date for Opening of Commercial/Financial Proposal	Intimated later to qualified bidders only
Address for (1) Pre-bid Meeting (2) Physical Submission of Bid (3) Opening of Technical Bid (4) Any other Correspondence	Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Near Kalanala, Bhavnagar-364001 Contact No.(0278)2431887	
Bid Validity	180 days from the last date of physical bid submission	
Tender Downloading Website	www.bmcgujarat.com	

1. This tender document can be downloaded from BMC's website www.bmcgujarat.com. Bidders are advised to carefully read this tender document before submitting his bid.
2. Two Bid System (Technical and Commercial) will be followed for this tender.
3. Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding document. Failure to furnish all information prescribed in the bidding documents or submission of bids not substantially responsive to the bidding documents in every respect may result in the rejection of the bid. Bidder must submit the technical and commercial bid in prescribed format without any deviation.
4. BMC reserve the right of discretion to change, modify, add to or alter any or all of the provisions of this tender document and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the BMC's website and it will become part of Tender. No individual communication will be sent to the individual bidders.
5. It may be noted that corrigendum, amendments, time-extensions, clarifications, response to bidder's queries, if any to this tender will not be published through any advertisement in newspapers or any other media. It would be responsibility of the bidder to check the website regularly for any change in relation to this Tender.
6. The Bidder shall bear all costs associated with the preparation and submission of the bid.
7. Bidder shall submit their bids in physical(offline) mode. In addition to that, self-attested (seal and signature on each page by authorized person) hard copy for Eligibility, Technical & Commercial bid to be submitted at BMC Office along with the Bid Processing Fees & EMD on or before last date of physical tender submission.
8. This tender notice shall form a part of contract document.

SECTION-1 : Pre-qualification Criteria / Technical Bid

Bids fulfill following Technical Eligibility Criteria shall be eligible for Commercial/Financial Evaluation. The Bidders should furnish documentary evidence supporting the information provided by them as part of the bidding process. The Tenderer shall have to submit Prequalification Bid with related documents in “Hard Copy” through R.P.A.D. / Speed Post / Courier. This cover must contain of following (To qualify in technical bid below documents must have to submit) :

Sr. No.	Pre-qualification Criteria	Supporting Document to be furnished
1	Earnest Money Deposit (EMD)	Demand Draft of Required Amount
2	Tender fee	Demand Draft of Required Amount
3	The bidder must have to submit Bid letter.	As per Annexure-1
4	Registration certificate of firm (Any firm/organization/agency that registered as per government norms can apply)	Certificate of Incorporation or Memorandum and Articles of Association or Partnership deed or Registration Certificate issued by Registrar of Firm, MSME etc. or Registration certificate under Shops & Establishments Act.
5	Authorization letter for signing the bid document on behalf of the bidder.	As per Annexure-2
6	Bidder must have minimum average annual turnover of Rs.6.16 lacs during last three financial year (financial year 2021-22, 2022-23 and 2023-24)	Certified audited balance sheet for the last 3 financial years or Certificate from Chartered Accountant indicating financial turnover for the last 3 financial years. As per Annexure-3 or Income tax return for the last 3 financial year
7	The bidder should have minimum 2 year of experience in the field of hardware supply/maintenance work.	Work Order or Purchase Order or Tax Invoices
8	The bidder shall not be under a declaration of ineligibility / banned / blacklisted by any government or semi-governmental bodies or PSUs for any reason as on last date of applying tender	As per Annexure-4
9	GST Registration Certificate	GST Registration Certificate (Self-Attested copy)
10	PAN Card	PAN card (Self-Attested copy)
11	EPF Registration Certificate	EPF Registration Certificate Note : If EPF not applicable, then bidder has to provide disclosure as per Annexure-5
12	ESIC Registration Certificate	ESIC Registration Certificate. Note : If ESIC not applicable, then bidder has to provide disclosure as per Annexure-6
13	The Bidder should have at least one office in the state of Gujarat since last 2 year for better service and support.	Copies of property tax payment receipt of last two financial year (F.Y. 2023-24 & 2024-25) or Copies of professional tax payment receipts of

Sr. No.	Pre-qualification Criteria	Supporting Document to be furnished
	Note:-Date will be calculated from the last date of downloading tender document.	last two financial year or Copies of electricity bill of last two financial year or Copies of telephone bills of last two financial year or Copies of broadband or Leased line bills of last two financial year or Lease/Rent agreement (which can shows bidder's presence in Gujarat since last two year)
14	Original tender documents must be submitted as it is without any modification, with duly sealed & signed on all the tender pages to confirm its reading and understanding clearly.	Tender document duly sealed & signed
<p>Kindly read carefully technical bid criteria and submit only those proofs which are listed under the column name "Supporting documents to be furnished".</p>		

SECTION-2: Commercial(Financial) Bid

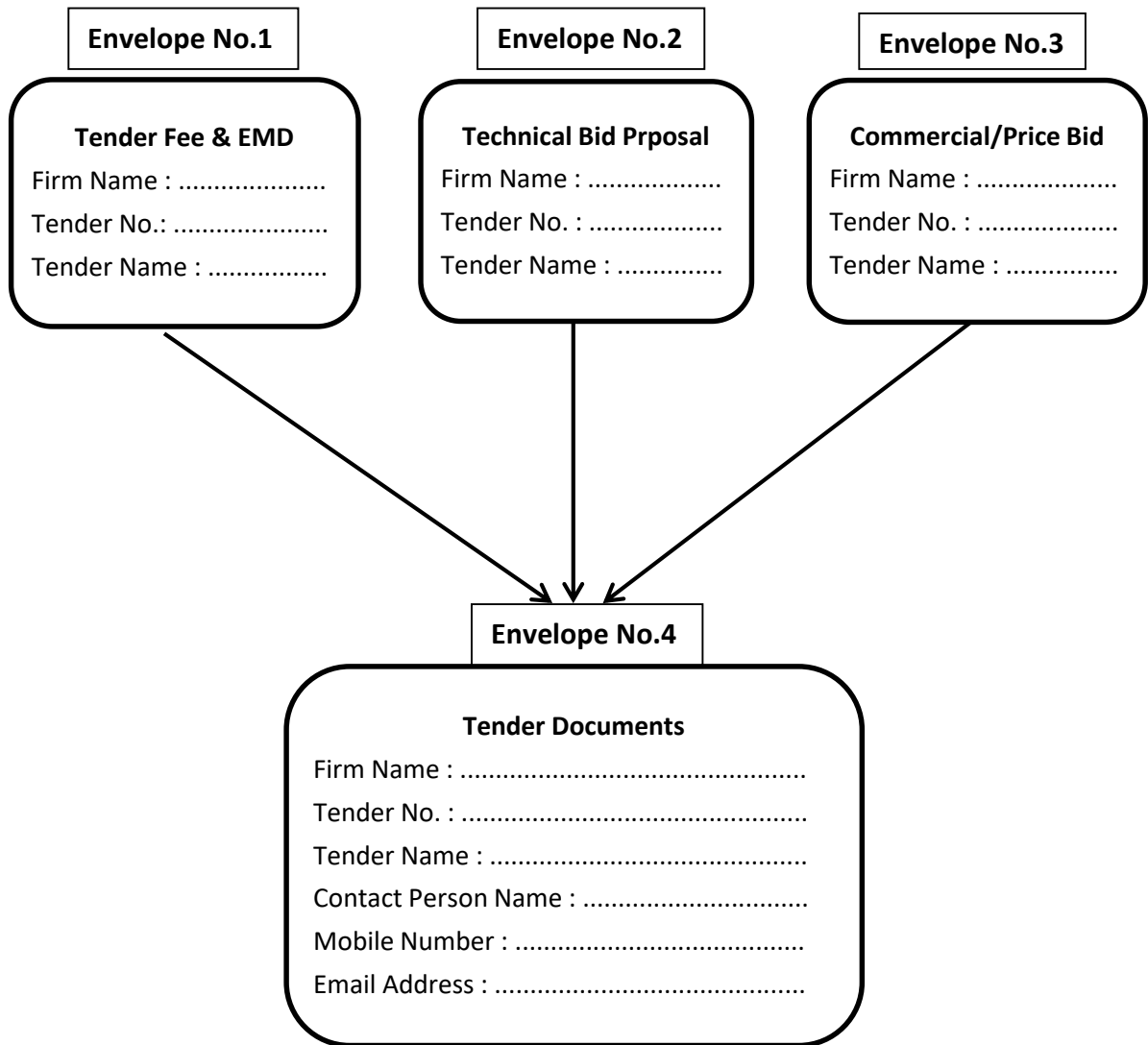
- 2.1 The commercial offers submitted by Fax/Email shall not be considered. No correspondence will be entertained in this matter.
- 2.2 It would be bidder's responsibility to identify and factor cost of each and every financial item mentioned in this tender document during submission of commercial bids. In case of any such item is left out and noticed after completion of financial evaluation, the selected bidder has to provide the services at its own cost.
- 2.3 Bidder has to submit commercial proposal as per Annexure-7
- 2.4 The rates to be quoted by bidder in the commercial bids shall be inclusive of all duties / taxes / charges etc. but excluding GST.
- 2.5 Bidder must have to fill price of each item mentioned above. If price is not mentioned for any above item, tender will be outright rejected.
- 2.6 Prices shall be quoted in Indian Rupees only.

SECTION-3 : How to Submit Bid

Bid should be submitted in the following manner:

- 3.1 **Envelope No.1** : Shall contain two separate Demand Drafts each one for Tender Fee and EMD. On the top of this envelope must be superscripted as “Tender Fee & EMD”.
- 3.2 **Envelope No.2** : Shall contain all the information and documents in the same serial order as shown in the Pre-qualification criteria(serial no.3 to 14). On the top of this envelope must be superscripted as “Technical Bid Proposal”.
- 3.3 **Envelope No.3** : Shall contain commercial proposal as per annexure-7 On the top of this envelope must be superscripted as “Commercial Bid Proposal”.
- 3.4 **Envelope No.4** : Seal all above envelope (No.1, 2 and 3) separately and put these three envelopes in fourth envelope of bigger size and seal it. This big envelope must be superscripted as “**Tender for Comprehensive Annual Maintenance Contract(CAMC) of Biometric Attendance Device installed at Various Offices of BMC with Required Software & Support for the 1 year**” and send it to EDP Manager, Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Bhavnagar – 364001 through R.P.A.D. / Speed Post / Courier.
- 3.5 All envelopes shall indicate the Firm/Agency Name, Tender No, Tender Name, Address, E-mail of bidder along with contact number and contact person name.
- 3.6 Late or delayed proposal shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
- 3.7 BMC will not be responsible for any postal delay.
- 3.8 Any Bid received by BMC after the deadline for submission of Bids shall be declared late and will be rejected
- 3.9 The tenders (which do not have any work related indication on envelope) which may get opened before the due date are liable to be rejected.
- 3.10 Original tender documents must be submitted as it is without any modification, with duly sealed & signed on all the tender pages to confirm its reading and understanding clearly.
- 3.11 Each and every documents attached with the tender must be a self-attested. Kindly don't attach extra documents which are not required.

How to Prepare Tender Bid Envelopes



SECTION-4 : Scope of Work

The scope of work involves the comprehensive maintenance and repairing of Biometric Attendance Devices installed at various offices of BMC like Head Office, Zonal Offices, Ward offices & other premises within Bhavnagar city and shall cover the following:

- 4.1 The scope of AMC shall include carrying out of breakdown & preventive maintenance of the biometric attendance device with its network (internet connectivity), electric wiring, electricity supply adapter and protective metal box & its software.
- 4.2 The comprehensive AMC include repairs, replacement of defective components (like screen, body, camera, switches, adapter & all plastic part) except physical damage with the new one to ensure trouble free and efficient service of equipment during the contract period. Any problem arising due to hardware defect or software problem will be covered in the maintenance.
- 4.3 Apart from break-down/fault call, the agency is also required to have preventive maintenance checks at regular interval in each 3 month to ensure effective working of devices.
- 4.4 BMC reserves the right to cover additional equipment or remove some of the equipment from the scope of work. For such additions or deletions, AMC charges shall be adjusted based on the item rate for such equipment.
- 4.5 Normal service hours will be from 9:00 AM to 6:15 PM on all working days (Monday to Saturday). In exceptional circumstances, services may need to be provided outside of these hours or on Sunday/ public holidays at the discretion and convenience of the office.
- 4.6 In case of any unforeseen eventuality like excessive voltage fluctuation at BMC premise causing damages to the equipment of attendance system, BMC reserves the right to decide the actual cause of problem and in case the problem is found to have occurred beyond the control of the tenderer, the damages so caused may be got repaired with expenses born by BMC after obtaining estimates.
- 4.7 The successful bidder is required to recover the data from damaged machine and provide it to BMC within a week's time whenever a damaged machine is replaced.
- 4.8 If required, the successful bidder will have to configure attendance devices and its software without any extra cost.
- 4.9 The successful bidder have to provide any kind of support related to attendance device software without any extra cost.
- 4.10 The successful bidder must have to provide software and its license which is required for centralized monitoring of all attendance devices from head office of BMC.
- 4.11 BMC have Broadband Connectivity at its all offices where the attendance devices are installed. Successful bidder must have to manage/handle this internet connectivity for all attendance devices and its bidder responsibility to communicate with broadband connectivity provider and resolve the issue in case of any connectivity issues/failure.

SECTION 5 : Terms & Conditions

5.1. Tender Fee / Bid Processing Fee :

- 5.1.1 Bidder has to submit non-refundable Tender Fee of Rs.1,500/-(One Thousand Five Hundred Only) shall be submitted in the form of Demand Draft of any Nationalized Bank (having branch at Bhavnagar) in the name of "Commissioner, Bhavnagar Municipal Corporation" payable at Bhavnagar.
- 5.1.2 Any bid received without Tender Fee shall be considered unresponsive and rejected.
- 5.1.3 The Bidder should submit separate DDs one each for Tender Fee and EMD.

5.2. Bid Security / Earnest Money Deposit (EMD) :

- 5.2.1. Bidder has to submit E.M.D. of Rs.9,240/-(Rupees Nine Thousand Two Hundred Forty Only) shall be submitted in the form of Demand Draft of any Nationalized Bank(having branch at Bhavnagar) in the name of "Commissioner, Bhavnagar Municipal Corporation" payable at Bhavnagar
- 5.2.2. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 5.2.3. The EMD submitted by the bidder may be forfeited if,
 - a) The bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
 - b) The successful bidder fails to deposit security deposit / performance guarantee within the period specified in the tender.
 - c) The successful bidder fails to sign an agreement within the period specified in the tender.
 - d) The bidder violates any of the provision of the terms and conditions of the tender.
 - e) The bidder submitting false/misleading information / declaration / documents.
 - f) The bidder is found to have indulged in fraudulent practices in the bid submission process.

Besides forfeiting the EMD, the BMC may ban the bidder from subsequent bidding for a period of not less than 3 years.

- 5.2.4. The decision of BMC regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
- 5.2.5. The EMD amount of all unsuccessful bidders will be returned as promptly as possible upon occurrence of any the following events, whichever is earlier.
 - a) Receipt of the signed contract and performance security from the successful bidder. **OR**
 - b) The end of the bid validity period, including extended period (if any)
- 5.2.6. Successful bidder will be refunded the EMD amount only after submission of security deposit.
- 5.2.7. No interest will be paid on EMD.

5.3. Performance Security Deposit :

- 5.3.1. The successful bidder shall have to deposit a performance security deposit of the 10% of the total contract amount within 30 days from the receipt of the LOI(Letter of Intent). The performance security deposit will be furnished in the

form of Demand Draft of any nationalized/scheduled bank drawn in favour of "Commissioner, Bhavnagar Municipal Corporation" Payable at Bhavnagar.

- 5.3.2. Successful bidder will have to submit the Security Deposit and it will be kept with BMC till the 3 months beyond the expiry of contract period.
- 5.3.3. If the performance security deposit is not submitted within the 30 days from the receipt of the LOI, the BMC reserves the right to cancel the order or forfeit the EMD or both.
- 5.3.4. The Performance Security Deposit would be returned to the successful bidder without interest after the expiry or termination of the contract plus 3 months on satisfaction of the BMC that there are no dues recoverable from the successful Bidder.
- 5.3.5. If the selected bidder fail to complete the work or if the work is left incomplete in between BMC will forfeit the security deposit and black list the agency.

5.4. Bid Validity Period :

- 5.4.1. The bid shall remain valid for acceptance for a period of 180 days after the date of technical bid opening prescribed in the tender document.
- 5.4.2. In exceptional circumstances, the BMC may solicit the bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing.

5.5. Bid Opening and Evaluation :

5.5.1. Tender Fee and EMD

Envelope '1' containing Tender Fee and EMD shall be opened initially and if both the Tender Fee and EMD is as per the criteria provided, then only, Envelope '2' (Technical Proposal) will be opened of the qualified bidders.

5.5.2. Technical Bid

- 5.5.2.1. Envelope '2' containing the technical proposal will be opened in the presence of the committee constituted by BMC and bidders/representative of the bidders at the address, date and time specified in this document. No separate intimation will be given to the bidders in this regard.
- 5.5.2.2. Technical proposals will be evaluated on the basis of compliance to eligibility criteria, technical specifications and other terms & conditions stipulated in the tender document.
- 5.5.2.3. During technical bid scrutiny, date calculation will be calculated from the last date of physical submission of bid.
- 5.5.2.4. It should be specifically noted that the contents of technical offer must not reveal commercials.
- 5.5.2.5. At the end of the evaluation of the Technical Proposals, BMC shall invite bidders who have qualified for the opening of the Financial Proposals. No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.

5.5.3. Commercial/Financial Bid

- 5.5.3.1. Envelope '3' containing the Commercial/Financial proposal will be opened only of those bidders who qualify in the technical evaluation.
- 5.5.3.2. The date and time of the opening of financial proposals will be informed to the qualified bidders. Bidders who do not qualify the technical evaluation will not be invited for opening of financial bid.
- 5.5.3.3. On the scheduled date and time, bids will be opened by the BMC Committee in presence of bidder's representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
- 5.5.3.4. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, BMC will proceed further with opening of financial bids in their absence.
- 5.5.3.5. Financial bids with lowest total price quotation (L1) for the assignment will be considered for negotiations and award of contract. However where there is tie between bidders in lowest evaluated package price, the person having highest financial turnover in the preceding 3 financial year will be given preference.
- 5.5.3.6. BMC reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this tender document. BMC would not give any clarification/explanation to the concerned bidder in case of such rejection.
- 5.5.3.7. BMC may waive off any minor infirmity or nonconformity or irregularity in a bid which does not constitute a service deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

5.6. No Commitment to Accept Lowest or Any Offer :

- 5.6.1. The BMC reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of the BMC in this regard shall be final, conclusive and binding on the bidder.
- 5.6.2. The BMC will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 5.6.3. The BMC reserves the right to re-tender.

5.7. General Criteria for Disqualification :

BMC will have the discretion to disqualify any bid(s) if

- a) The bidder fails to provide the information required in the Bid Proposal or any additional information as requested by BMC during the Tendering process.
- b) The bidder not fulfilling any terms & conditions specified in Tender document.
- c) Misrepresentations in the Bid Proposal or any supporting documentation.
- d) Incomplete or conditional bids
- e) Bid received by BMC after the deadline for submission of Bids
- f) Bids found unsigned or bids signed by unauthorized person
- g) Price quoted/indicated in the Technical Bid.
- h) Bid submitted without Tender Fee or EMD or both.

- i) Physical documents not submitted via RPAD/Speed Post/Courier.
- j) Non-compliance of any requirement of this tender document

5.8. Pre-Bid Meeting :

- 5.8.1. Any clarification required by prospective bidders shall be discussed and clarified during the pre-bid meeting which will be held at place mentioned in Important Information section of this document.
- 5.8.2. Prospective bidders may send their queries to be discussed during pre-bid meeting at least 2(two) days in advance in writing or email on itmanager.bmc@gmail.com as per predefine format. Format of pre-bid queries is shown in **Annexure-8**
- 5.8.3. The BMC may also on its own initiative, if deemed necessary, issue interpretations and clarifications to all bidders. Verbal clarifications and information given by the BMC or its employees or representatives shall not in any way or manner be binding on the BMC.
- 5.8.4. It would be the responsibility of the bidders to be present at the venue of the pre-bid meeting.
- 5.8.5. BMC has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 5.8.6. No query will be entertained after the pre-bid meeting.
- 5.8.7. The BMC will try his best to respond to the questions raised or clarifications sought by the bidders. However, The BMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the BMC to respond to any question or to provide any clarification.
- 5.8.8. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the BMC, together with amendment to the bidding document, if any, will be published on the BMC's website www.bmcgujarat.com.
- 5.8.9. It would be responsibility of the bidder to check the websites before final submission of bids.

5.9. Amendment to the Tender Document :

- 5.9.1. At any time prior to the deadline for submission of Bids, BMC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the tender document by corrigendum, which would be published on the BMC's website (www.bmcgujarat.com)
- 5.9.2. The Corrigendum shall be binding on all Bidders and will form part of the bid documents.
- 5.9.3. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. BMC will not have any responsibility in case some omission is done by any bidder.
- 5.9.4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the BMC, at its discretion, may extend the deadline for the submission of Bids.

5.10. Modification and Withdrawal of Bids :

- 5.10.1. The bidder may modify or withdraw his bid before the last date of submission of bids.
- 5.10.2. No bid may be modified subsequent to the deadline for submission of the bids.
- 5.10.3. No bid will allowed to withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.

5.11. Expenses :

It may be noted that BMC will not pay any additional amount separately towards travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses or any other fees /charges.

5.12. Subcontracting/Consortium :

The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by the bidder under the contract without the prior written consent of the BMC.

5.13. Additional Information/Clarification :

BMC reserve the right to seek any additional information/ documents, as they may deem necessary to any matters covered by this bid. Bidders shall provide such additional information or clarification as sought by BMC within the provided time frame.

5.14. Cross Checking :

BMC reserve the right to contact and verify information, references and data submitted by the bidder in the bid.

5.15. Extension of this contract after completion of CAMC term :

- 5.15.1. BMC has the right to extend the contract for a period up-to 3 month on the same terms and conditions. Bidder is required to un-conditionally accept the same.
- 5.15.2. Cost of the extended period would be in symmetrical of final contract amount. Final payment will be done based on actual number of months and days for which contract extended after completion of 1 years of CAMC contract.

5.16. Termination of Contract :

BMC may terminate the Contract if

- a) The selected bidder does not start performing the contract within stipulated time period.
- b) The selected bidder stops performing the contract or withdraw the activity to perform the contract.
- c) The selected bidder breaches any terms and conditions of the contract.
- d) The selected bidder does not follow the written instructions given by BMC.
- e) The selected bidder does not perform the contract up to the satisfactory level even after regular feedback from BMC.

Besides terminating the contract, BMC may put bidder into blacklist for a period of not less than 3 years.

5.17. Branch/Main Office of Bidder :

- 5.17.1. If the branch office or main office of the selected bidder is not located in Bhavnagar city, then selected bidder make arrangement for viability of one qualified engineer within one hours at BMC office after receiving the maintenance call by any medium like letter/e-mail/call.
- 5.17.2. If the branch office or main office of the selected bidder is not located in Bhavnagar city, then selected bidder shall maintain an adequate stock of all necessary hardware item/parts related to biometric device repairing in the Bhavnagar city to provide prompt service to the BMC. If there is delay in operation due to lack of stock/standby unit then a penalty will be levied as per clause 5.19.

5.18. Payment terms & conditions :

- 5.18.1. No advance payment will be done.
- 5.18.2. Payment will be release at end of every quarter.

$$\text{Quarter Amount} = \frac{\text{Final amount of 1 year CAMC}}{4 \text{ (Quarters of 1 year)}}$$

- 5.18.3. Bidder has to submit invoice (in two copies) and report of work done.
- 5.18.4. GST as applicable.
- 5.18.5. Payments will be made after deducting TDS.
- 5.18.6. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws etc. will be the responsibility of the agency at his cost.

5.19. Service Level Agreement (SLA) and Penalty :

- 5.19.1. The selected bidder shall have furnish contact detail of service engineer assigned for this maintenance work within 15 days from date of LOI(Letter of Intent) in written on letter head of agency with sign and stamp of authorized person. If selected bidder will not furnish contact detail of service engineer within 15 days, then a penalty Rs.200/- will be levied each day beyond 15 days.
- 5.19.2. After receiving the maintenance call by any medium like letter/e-mail/call/ticketing tools/verbally, selected bidder must be resolved/repair within 1 day (Except any unavoidable circumstances, the same should be reported in writing/e-mail to by officer/employee of the Computer Department of BMC) or provide stand by unit until repairing. If the bidder is not able to repair the original equipment or any part of it, the bidder should supply the new substitute of same specifications or of higher specifications unit.
- 5.19.3. In case of provide new substitute unit, the agency must furnish OEM's warranty card(if unit is under OEM Warranty) / OEM's bill of the newly installed unit to the department. And the warranty certificate should be in the name of "Commissioner, Bhavnagar Municipal Corporation".

- 5.19.4. After receiving the maintenance call by any medium like letter/e-mail/call/ticketing tools/verbally, if problem is not resolved within permissible time limits and a stand by or replacement is not provided as per clause 5.19.2, then penalty of Rs.200/- per item/part per day will be imposed.
- 5.19.5. Penalty will be deducted from the bill amount or from SD.
- 5.19.6. The penalty amount will be subject to the maximum limit of security deposit amount. If the penalty amount exceeds the amount of Security Deposit In that case commissioner Bhavnagar Municipal Corporation reserves the right to terminate the contract at any time and forfeit the security deposit of the selected agency and blacklist the agency if necessary.
- 5.19.7. Whenever selected party fails to carry out work in time limit as per tender terms or provide late service, then work will be carry out from another party at risk and cost of selected party besides penalty.
- 5.19.8. The annual Maintenance contract of face attendance system will be comprehensive (including all spare parts).
- 5.19.9. All spare parts related to face attendance system repairing shall be included in AMC and in case of replacement of any parts selected L1 bidder has to replace it without any extra charge to BMC.
- 5.19.10. The replacement of any part of the face attendance system, whenever required, must be carried out by the bidder with genuine part of same/higher specification and same brand.
- 5.19.11. If during the contract period failure in adhering to clause 5.19.10 in that case, the penalty will be charged amount of difference between genuine parts and parts one used by the agency as per clause. During the contract period if such penalty need to be done more than 3 times then the security deposit of the selected bidder will be forfeit and blacklist the agency if needed.

5.20. Additional Terms and Conditions

- 5.20.1. The CAMC will start from the date of LOI (Letter of Intent) issued by computer department of BMC.
- 5.20.2. Selected bidder has to submit letter of consent (LOI acceptance letter) after issue LOI by BMC within 15 days.
- 5.20.3. Selected bidder has to sign the agreement within 30 day from the date of LOI (Letter of Intent) issued by computer department of BMC. (The selected bidder will have to bear the agreement paper expense)

SECTION 6 : Annexures

Annexure-1 : Bid Letter

(On agency's letter head with duly seal and signed by authorized person)

Date:

To.

Commissioner Shree,
Bhavnagar Municipal Corporation,
Sir Mangalsinhji Road, Near Kalanala,
Bhavnagar-364001

Subject: Tender bidding for Comprehensive Annual Maintenance Contract(CAMC) of Biometric Attendance Device installed at Various Offices of BMC with Required Software & Support for 1 year” in Bhavnagar Municipal Corporation

Respected Sir,

We here by submit our offer in full compliance with terms & conditions mentioned in this tender. We have submitted the offer in three separate and sealed envelopes marked as 'Tender Fee & EMD', 'Technical Bid' and 'Commercial Bid'.

We have carefully read and understood the terms and conditions of the tender document and the conditions of the contract applicable to the tender.

We do hereby undertake to provision as per tender terms and conditions. We hereby certify that the Bidder is a Directorate/Proprietor or the person signing the tender is the constituted attorney.

We are aware that Commissioner, BMC reserves all rights to reject all/any of the offers without assigning reason thereof and Commissioner, BMC reserves the right to allot the work to any of the agencies without assigning any reason's thereof.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Name :

Designation :

Mobile Number :

Annexure-2 : Format for Letter of Authorization

(To be issued by the Bidder in the letter head/certificate form)

Date :

To,
Commissioner Shree,
Bhavnagar Municipal Corporation,
Sir Mangalsinhji Road, Near Kalanala,
Bhavnagar – 364001

Shri domiciled at
.....(address), acting as
.....(designation and name of the firm), and whose signature
is attested below, is hereby authorized on behalf of to negotiate and settle terms and conditions,
finalize, approve, sign and execute Agreements, Documents, Endorsements, Writings etc. as may be
required by BMC for the work of **“Comprehensive Annual Maintenance Contract(CAMC) of
Biometric Attendance Device installed at Various Offices of BMC with Required Software &
Support for 1 year”** and is hereby further authorized to sign and file relevant documents in respect
of the above.

Table 1: Details of authorized person who gives authority (i.e. Director, MD, Chairman, Proprietor etc.) to person mention in table 2 to execute tender.	
Name :	
Signature :	

Table 2: Details of person who received authority (i.e. Manager, Tender Executive, Team Leader etc.) from person mention in table 1 to execute tender.	
Name :	
Signature :	

Annexure-3 : Statement of Annual Turn Over

Sr. No.	Financial Year	Annual Turnover (in Lakhs)
1	2021-22	
2	2022-23	
3	2023-24	

Note : Attach audited Profit and Loss Account, Balance sheet for financial year 2021-22, 2022-23 and 2023-24.

Place.....

SIGN & SEAL of Chartered Accountant

Date.....

Annexure-4 : Non-Blacklisting Certificate

(On Non judicial Stamp paper of Rs.100/- duly attested by the First class Magistrate/Notary Public)

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

We further confirm that we are aware that our Application for the captioned Project would be liable for of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of 2024.

Place.....
Date.....

SIGN & SEAL of Authorized Person

Annexure-5 : Certificate of EPF not applicable

(On bidder's letter head with duly seal and signed by authorized person)

CERTIFICATE

Our Organization/agency applied bid for
“**Comprehensive Annual Maintenance Contract(CAMC) of Biometric Attendance Device installed at Various Offices of BMC with Required Software & Support for 1 year**” procured by Computer Department, Bhavnagar Municipal Corporation. We declare that our organization is not registered under EPF rule, a certificate of which is hereby given and in future any question or liability arising under EPF rules shall be the sole responsibility of our organization/agency.

Place.....

SIGN & SEAL of Authorized Person

Date.....

Annexure-6 : Disclosure of ESIC not applicable

(On bidder's letter head with duly seal and signed by authorized person)

CERTIFICATE

Our Organization/agency applied bid for **“Comprehensive Annual Maintenance Contract(CAMC) of Biometric Attendance Device installed at Various Offices of BMC with Required Software & Support for 1 year”** procured by Computer Department, Bhavnagar Municipal Corporation. We declare that our organization is not registered under E.S.I.C. rule, a certificate of which is hereby given and in future any question or liability arising under E.S.I.C. rules shall be the sole responsibility of our organization/agency.

Place.....

SIGN & SEAL of Authorized Person

Date.....

Annexure-7 : Commercial Bid Format

(On agency's letter head with duly seal and signed by authorized person)

Sr. No.	Biometric Attendance Device Make	Purchase Year	Location	Price (Without GST)
A	B	C	D	E
1	SecurEye	2021	BMC Head Office, Ground Floor	
2	SecurEye	2021	BMC Head Office, Ground Floor	
3	SecurEye	2017	BMC Head Office, First Floor	
4	SecurEye	2017	BMC Head Office, Second Floor	
5	SecurEye	2017	BMC Head Office, Third Floor	
6	SecurEye	2019	BMC Head Office, Fourth Floor	
7	SecurEye	2017	BMC Head Office, SWM-Department	
8	SecurEye	2017	BMC East Zonal Office, Tarsamiya	
9	Mantra-MSD-150	2017	BMC West Zonal Office, Akhlol Jakatnaka	
10	SecurEye	2018	Transport Department, Opp.Bahumali Bhavan	
11	SecurEye	2020	Fire Station, Nirmalnagar	
12	SecurEye	2022	Ward No.1, Chitra Ward Office	
13	SecurEye	2021	Ward No.2, Chavdigate,	
14	SecurEye	2019	Ward No.3, Prabhudastalav	
15	SecurEye	2014	Ward No.4, Dipak Chowk	
16	SecurEye	2017	Ward No.5, Pirchhala	
17	SecurEye	2017	Ward No.6, Navapara	
18	SecurEye	2017	Ward No.7, Vadva-A, Gangajaliya Talav	
19	SecurEye	2019	Ward No.8, Kumbharvada	
20	SecurEye	2019	Ward No.9, Balvatika, Bortalav	
21	SecurEye	2017	Ward No.10, TOP-3, Talaja Road	
22	SecurEye	2021	Ward No.11, South Sardarnagar	
23	SecurEye	2017	Ward No.12, North Sardarnagar	
24	SecurEye	2017	Ward No.13, Ghogha Circle	
25	Software & its license for all above item	-	-	
Total				

SIGN & SEAL of Authorized Person

Annexure-8 Bidder's Request for Clarification

Sr. No.	Tender Document Reference (Section, Clause & Page Number)	Actual Content of Tender Document	Queries by Bidder

A Sample Photo of Existing Biometric Attendance Device

