



Thane Municipal Corporation

Tender Document For

Supply of Computers, Laptops, Printers, Projectors (all with 3 years onsite comprehensive warranty), Antivirus & other Hardware For Thane Municipal Corporation.

Issued To : _____
(Vendor's Name)

Issued By : _____
(Name) (Designation) (Signature)

Price of Blank Tender Document :Rs. 5346/-

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THANE MUNICIPAL CORPORATION, THANE

Tender Notice

On line Tenders are invited by Thane Municipal Corporation, Thane for the following work from experienced and registered bidders. Blank Tender forms are available on T.M.C.'s Website www.thanecity.gov.in from 14-12-2015 to 04-01-2016. Online tenders shall be accepted on website www.thanecity.gov.in up to 04-01-2016 at 16.00 Hrs. All tenders are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications and other requirements and conditional tenders will be rejected. If possible, Tender shall be opened on same day at 17.00 hrs in the presence of bidder or their authorized representatives.

1. **Name of work:** Supply of Computers, Laptops, Printers, Projectors (all with 3 years onsite comprehensive warranty), Antivirus & other Hardware For Thane Municipal Corporation.
2. **Blank Tender Cost (BTC) :**Rs.5,346 /- (Non refundable, includes-tender fee &VAT)
3. **Earnest Money Deposit (EMD) :**Rs.1,25,000 /- (One Lac Twenty Five Thousand Only)
4. **Security Deposit (SD) :**5% of sanctioned Tendered Amount
5. **Validity Period:** The offer of the Bidder shall remain valid for 180 days from the date of opening of financial Bid.
6. **Codes :**

Budget Code	=	2400
Function Code	=	417003
Department Code	=	072

The amount for EMD & BTC should be submitted as per E Tendering Procedure as given below and online receipt for the same should be uploaded with the tender document along with technical bid.

Instructions about payment of EMD and BTC :

EMD &BTC fees shall be payable through one of the following modes **ONLY**:

1. Net-Banking
2. Debit Card
3. Credit Card
4. RTGS / NEFT*

* For paying the Document Fees / EMD through above option no 4. RTGS / NEFT, please follow the below process:

1. Please mention the following details while making the **RTGS/NEFT** payment from your Bank:
 - (a) Beneficiary Account Number - <TMCS+Bidder Code> For example, in case your Bidder Code is ABC123, kindly mention **TMCSABC123** as the beneficiary account number.

(Bidder code shall be available through the E-Tendering portal)
 - (b) Beneficiary Bank Branch - **ICICI Bank, CMS**
 - (c) Beneficiary IFSC code - **ICIC0000104**
2. One day after making the payment, please log in to our portal. While making payment for Document Fee / EMD, please select the RTGS/NEFT payment option at the document fee/ EMD payment screen. Upon doing so, you shall be able to view the funds remitted by you through NEFT/RTGS as available balance.
3. Please proceed to make the payment. Upon doing so, the required amount to be paid through the Document fee/EMD, shall get appropriately deducted from the available balance and payment shall be confirmed real time.
4. A receipt number would also get generated after successful payment.
5. Kindly note that the payment is required to be made one day before you would like to make the document fee/EMD payment through our portal.

Please get in touch with Synise Technologies e-procurement support team in case of any clarification or technical support.

Email ID : tmchelpdesk@synise.com
Mobile : 08308810326, 07774061775, 07350008354, 08902619495, 07774013248
Landline : +91-20-30277516 / 22, +91-22-25331590 Extension: 770.

Note for Contractors/Bidders :

It will be solely upon the bidder's choice to select any of these payment options best suited to him. It is understood that the bidder is aware of the payment cycle and other technical requirements/ payment process under each of these modes. It is bidder's responsibility to see that the amount of EMD & cost of Blank Tender Form (BTC) are credited (in case of payment by NEFT/RTGS, the payment referred herein above may not mean final submission of EMD/BTC etc to TMC. The EMD/BTC etc shall be paid/ credited to TMC only when the bidder completes the Tender Document and other formalities online and submits the Tender), in the e-Tender System well before the scheduled time and date, to be able to proceed with final submission of his Tender along with the EMD & BTC to TMC. TMC will not be responsible for any failure on part of the bidder in submission of the Tender and/or the EMD/BTC etc. before scheduled time and date, for any reason whatsoever, including, inter-alia, noncredit of said amounts of EMD/ cost of Blank Tender Form, and therefore no claims shall be entertained on these grounds.

Under this online payment system for e-Tendering the Tenders will not be submitted/ received by TMC unless the EMD & Cost of Blank Tender are received/ credited before scheduled time and date. Hence, bidder shall remit the said amount well in advance. It is clarified that the Tenders – both Technical and Financial – will not be considered for opening if EMD and BTC are not received/ credited before schedule time and date, for any reason whatsoever.

ALERT:-For the RTGS/NEFT payment option, considering that the payments are settled by RBI in batches, it is advisable that the bidder completes the leg of transfer of funds, from his bank account to his own User Account in the e-Tendering system, one day before his desired day of submitting his Tender to TMC.

TWO BID SYSTEM

Offers (Technical Specification & Commercial) must be submitted giving full particulars online through e-tendering process on or before 16:00 Hrs dated 04-01-2016.

ENVELOPE-I (Technical Offer):

Should contain all the Technical specification/Boucher quoted along with all the information asked in the TENDER document which shall be used to consider Technical Qualification of the Bidder. This Envelope should **not** contain any price information.

ENVELOPE-II (Commercial Offer):

The Commercial Offer should be in format given in Annexure - E.

Contact Details

Address of Communication:-

Hon. Dy. Municipal Commissioner (HQ)
Thane Municipal Corporation,
Panchpakhadi, Thane (W) - 400602

Contact Person and Telephone Numbers:-

System Manager,
Computer Department,
Thane Municipal Corporation,
Panchpakhadi, Thane (W) - 400602
Phone No : 022-2544 0641

OBJECTIVE OF TENDER

Providing Desktops, All-In-One Desktops, Laptops, Projectors, Antivirus, Dot Matrix Printers, LED Monitors, UPS, External HDDs, DVD R/W, Color Printers, LED TVs, Key Board, Mouse, Pen Drive, CDs, DVDs, Spike Guard, Additional RAM(2GB,4GB,8GB) and related items as per Annexure - A.

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- a) "OEM" means Original Equipment Manufacturer
- b) "AD" means Authorized Dealer of OEM.
- c) "Eligible Bidder" means AD satisfying qualifying criteria.
- d) "Eligible Partner" means eligible partner of eligible AD satisfying qualifying criteria.
- e) "Authorized Partner" means an eligible partner authorized by the OEM to participate in the tender.
- f) "The Purchaser" means Thane Municipal Corporation.
- g) "The Bidder" means the eligible manufacturers or eligible authorized partner who bids or offers the goods and services against this tender.
- h) "The Vendor" means the successful bidder with whom the Purchaser enters into an agreement for supply.
- i) "The Contract" means an agreement entered into by the Purchaser with OEM and the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- j) "The Contract Price" means the price payable to the Vendor under the contract for the full and proper performance of its contractual obligations;
- k) "The Goods" means all biometric devices with software, which the Vendor required to supply to the Indent or under the Contract;
- l) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services applicable etc, such as installation, commissioning, provision of technical assistance, and training, on-site comprehensive warranty, Testing, annual maintenance and other obligations of the Vendor covered under the Contract.
- m) "Consignee" means the officer authorized by the TMC.
- n) "Non compliance" means failure/refusal to comply the terms and conditions of the tender;
- o) "Non responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Performa or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non submission of tender fee or EMD.

- p) "Testing" means testing of the equipments exclusively from ETDC (Electronics Test and Development Centre). Report to this effect needs to be attached in technical envelope.
- q) "Registered" Means Company registered under Indian companies Act 1956 or firm registered under Partnership Act.

2. TECHNICAL QUALIFICATION CRITERIA FOR BIDDERS

- a) Bidder should be registered under Company Act/Partnership/ Proprietorship.
- b) Bidder should be Original Equipment Manufacturers (OEM) or Authorized Dealer (AD) / Distributor of OEM for Part 'A' items in Annexure- A.
- c) The bidder should be a profit making company or firm for last three years with at least Rs.1Cr.Annual turnover in last 3 years.
- d) Bidders should submit Sales Tax / VAT Certificates, Service Tax.
- e) Latest certified copy of VAT / LBT clearance certificate from Tax office upto date.
- f) VAT / LBT Registration Certificate.
- g) Bidders should submit experience certificate of similar type of Supply of Computers & Hardware any ULB (Urban Local Body)/ PSU/ Corporate with the value of Rs. 1 Cr. or more in one financial year.
- h) The bidder should not be blacklisted by the Central Government, State Governments or Government Corporations in India. The bidder shall submit an affidavit (on stamp paper) verifying that the company or firm is not black listed.
- i) There should not be any complaints against bidders such as delayed supply, non-submission of performance guarantee B.G and refusal of supply and for which no punishment of any type should have been given. The bidder should submit a self declaration as per Annexure- I

3. SECURITY DEPOSIT

Bidders are required to submit a Bank Guarantee equal to 5% of Sectioned Tender Amount as a Security Deposit valid for 3 years from the date of execution of the contract. The bank guarantee must be submitted in the format specified in Bid Security Form (Annexure F). Offers, made without EMD / Bid Security, will be treated incomplete and non responsive and the same will not be considered. The Bank guarantee must be from a Nationalized Bank/scheduled bank.EMD / Bid Security will be discharged / returned to Unsuccessful Bidders within 60days from the finalization of the tender. However, for successful bidder, SD will be discharged on executing the Contract and furnishing the B.G. for Security Deposit/Performance Guarantee of 5% of the contract value.

4. COSTS & CURRENCY

The offer must be given in Indian Rupees only, inclusive the following:

- Cost of the Hardware / Devices.
- Installation and Commissioning charges.
- Computers, Laptops, Printers, LED Monitors, Projectors (all with 3 years onsite comprehensive warranty).
- Transportation and Forwarding charges to all offices of Thane Municipal Corporation jurisdiction.

- All taxes both direct and indirect including service tax and levies like LBT & cess etc.

5. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

6. OFFER (Validity Period, Acceptance &Jurisdiction)

The tender offer must be valid for 180 days from the date of opening of the tender. However, the Municipal Commissioner –Thane Municipal Corporation, may extend this period for sufficient days, if the bidder accepts the same in writing.

The TMC reserves the right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason thereof.

All the aforesaid items will be purchased for supply and installation at any location within jurisdiction of TMC.

7. FIXED PRICE

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes and levies(all direct and indirect taxes including local duties, levies etc). No price variation shall be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.

8. METHOD OF SUBMISSION OF TENDER FORM

Online – (www.thanecity.gov.in OR <https://eprocurement.synise.com/tmc/>)

9. ENVELOPE - I (TECHNICAL OFFER):

The Technical Offer (T.O.) shall be complete in all respect and contain all information and documents asked for, **except prices**. It must not contain any price information. The T.O. shall have the list of items for which tender has been submitted.

The **Technical Offer** must be submitted in an organized and neat manner. Each page of the document must bear seal and signature of the authorized signatory. Documents submitted must have the relevance with the technical qualification. If only summary is required, booklet is not to be submitted in this regard. No documents, brochures, leaflet, etc. shall be submitted in loose form or which have not been asked. Brochures leaflet, etc. for the selected products only are to be submitted. Proper references of such documents must be mentioned in index. Bidder will be liable for disqualification if unwanted/irrelevant documents are submitted.

ENVELOPE - I:

The format for submission of Technical Offer is as follows:

i) Index (It should contain name of the document in serial in which they have been ask with paging). Without proper indexing, paging and sequence of the documents the bid may be rejected.

ii) Online receipt of Challan of Earnest Money Deposit of Rs1,25,000/- (Rupees One Lacs Twenty Five Thousand only) & Tender Document Fee of Rs.5,346/- (Rupees Five Thousand Three Hundred Forty Six Only).

iii) Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish, as part of its tender offer, following documents establishing the bidder's qualification as per criteria given to participate in the tender and perform the Contract.

a)	Bidder should be registered under Company Act/Partnership/ Proprietorship	Valid Registration certificate
b)	Bidder should be Original Equipment Manufacturers (OEM) or Authorized Dealer (AD) / Distributor of OEM for Part 'A' items in Annexure-A.	Valid Authorization / Dealership certificate
c)	The bidder should be a profit making company or firm for last three years with at least Rs.1 Cr. Annual turnover in last 3 years.	Valid C.A. Certificate and balance sheets.
d)	Bidders should submit Sales Tax / VAT Certificates, Service Tax	Valid Copy of Certificate
e)	Latest certified copy of VAT / LBT clearance certificate from sales Tax office up to date	Valid Copy of certificate
f)	VAT / LBT Registration Certificate	Copy of valid certificate
g)	Bidders should submit experience certificate of similar type of Supply of Computers & Hardware to ULB (Urban Local Body)/ PSU/ Corporate with the value of Rs. 1 Cr. or more in one financial year	Purchase Order(s) / Work Order(s) of similar work. Declare as per Annexure- D
h)	The bidder should not be blacklisted by the Central Government, State Governments or Government Corporations in India. The bidder shall submit an affidavit (on stamp paper) verifying that the company or firm is not black listed	Submit a self-declaration as per Annexure- I
i)	There should not be any complaints against bidders such as delayed supply, non-submission of performance guarantee B.G and refusal of supply and for which no punishment of any type should have been given.	Submit a self-declaration

iv) All products quoted should be associated with specific model numbers and names along with printed literature describing the specification, configuration and functionality. The following information shall be furnished along with the Technical Offer by means of printed technical brochures and filling required information in Technical Details Form:

- a) Make, model name and model numbers of all the items quoted.
- b) Printed product brochures only of items quoted having full technical specifications as per Annexure -A.

No documents related to other model shall be submitted otherwise bid will be rejected.

v) Power of Attorney by the Bidder in favor of the person signing the bid if any.

10. ENVELOPE-II (COMMERCIAL OFFER)

Bidder shall submit their prices only in the Bid Form (Annexure - E) given in the bid document. Price quoted other than the bid form is liable to be rejected. The Bid Form must be filled in completely, without any errors, erasures or alterations Rate quoted shall be **all-inclusive** Price i.e. inclusive of Supply, Installation and 3 Years comprehensive warranty, taxes, duties, levies, LBT etc.

11. COMPLETENESS OF TECHNICAL OFFER

Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as non acceptable. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation before sales", etc. will be treated as being at variance and shall be liable for rejection.

12. ERASURES OR ALTERATIONS AND SIGNING OF TENDER OFFERS

The original Tender Offer shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the terms and conditions of the tender and the contract. Such authorization shall be indicated by power-of-attorney accompanying the tender offer. The person or persons signing the Tender Offer shall initial all pages of the Tender Offer, except for un-amended printed literature. The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initialed by the person or persons signing the offer.

13. TECHNICAL SPECIFICATIONS OF EQUIPMENT

The technical specifications of the Computers & Hardware specified in the Annexure – A is the minimum requirements of the purchaser. The operating system (OS) for laptops and desktops should be genuine & licensed and related valid documents should be submitted while delivery. The Bidder can offer higher/latest specification without

changing the make and model of the product. However, if the particular model becomes obsolete and such certificate is produced by the bidder with supporting document showing the replacement of the existing model with new model with higher specifications, in such case it will be System Manager's decision to accept or reject the new model.

14. RIGHT TO ALTER ITEMS

The Purchaser reserves the right to include or exclude any tender item/s, and also the Purchaser reserves the right to make change in specifications of any items.

15. SUBMISSION OF TENDER OFFERS

Sealed Tender offers shall be received by Thane Municipal Corporation, online before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

16. LATE TENDER OFFERS

Tender offer brought by the bidder after the deadline prescribed in the tender will not be accepted. Delay due to any technical problem e.g. website login issue, connectivity issue or any other issue at bidder's end will not be considered.

17. MODIFICATION AND WITHDRAWAL OF OFFERS

The Bidder may modify its bid by way of submitting supplement with a request to specific amendment in the original bid submitted, provided a written request for the same is received by the Purchaser before closing of the submission of bid. However, withdrawal of original offer will not be allowed. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers. If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

18. AWARD CRITERIA

Supply of Computers & Hardware, the L1 price for the Hardware / Devices will be considered which includes all matching (or higher) specifications of device and software.

19. TENDER OPENING AND METHOD OF EVALUATION

The technical bids will be opened before the committee in presence of the bidders and the same will be evaluated as per the given qualification criteria and relevant documents in support of them. Commercial bids of only technically qualified bidders will be opened before the committee in presence of the concerned bidders. Decision of the Committee will be final.

20. PRELIMINARY SCRUTINY

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence. The TMC will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. The Purchaser will short-list technically qualified bidders based on compliance of the qualifying criteria. In no circumstances any deviation in specifications, eligibility criteria will be allowed.

21. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, fax. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

22. PRICE COMPARISONS

The Purchaser will evaluate Commercial Offers of only short listed technically qualified Bidders. After opening Commercial Offers of the short-listed Bidders they will be determined to be substantially responsive before comparing the commercial bids submitted by the bidders. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.

23. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason there for. The Purchaser reserves the right to make changes in terms and conditions of the tender. The Purchaser will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

24. CORRUPT OR FRAUDULENT PRACTICES

The Purchaser requires that the Bidders bidding for this bid should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in award of the tender.
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence award of contract to the detriment of the Purchaser, and includes collusive practice among

Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

iii) The Purchaser will reject a proposal for award if it is prima-facie established that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

25. SIGNING OF CONTRACT

i. The successful Bidder shall execute an agreement of contract in a given format (Annexure -G) within 15 days from issue of the letter of intent from Thane Municipal Corporation. Inexceptional circumstances, on request of the successful bidder in writing for extension, Dy. Municipal Commissioner (IT) reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. Considering the product and specifications, Thane Municipal Corporation reserves the right to eliminate, modify or alter some of the contract terms given in Annexure –G.

ii. The successful Bidder shall submit Security Deposit in the form of Bank Guarantee from any Nationalized Bank at the time of signing the agreement.

iii. On failure of execution of the agreement by the successful bidder, E.M.D. furnished will be forfeited.

iv. Terms and conditions of the contract may vary from product to product and so accordingly some changes may be done even at the time of signing the agreement.

26. SECURITY DEPOSITE

Security deposit as per Annexure - H is 5% of the contract value to be furnished within 15 days from receipt of Letter of Intent from TMC.

27. VALIDITY PERIOD OF THE CONTRACT

This contract shall remain in force for 3 years post signing of the contract from authorities of both the parties. However, this may be extended for the period mutually acceptable to both parties.

28. RESPONSIBILITIES OF OEM AND PARTNERS

28.1. The service support during the contract period shall be inclusive responsibility of the OEM/AD and the same shall be discharged through its own service engineer or its authorized channel partner.

28.2. Bidder shall submit the maintenance & support plan to TMC.

28.3 The responsibility of the bidder is to supply brand new and standard warranty products without any damage with its/their installation and commissioning. The vendor shall be responsible for delay in supply, installation & commissioning. The vendor shall also be responsible for installing only licensed software and the Licenses should be in the name of Thane Municipal Corporation.

29. QUALITY OF GOODS & SERVICES

29.1. The hardware / devices must conform to the specifications given and of desired quality.

29.2. All the hardware / devices shall be supplied with the relevant interface cables and necessary standard accessories.

29.3 The OEM / AD as well as the partners shall be jointly and severally responsible for and quality of the products.

29.4 The bidder should submit warranty document while supply of hardware.

29.5 The authorized software(s) to be supplied free along with the hardware. Wherever any software is offered, its version number must be indicated very clearly. The offered software must be supported by OS supplied.

29.6 The warranty document of the OEM regarding the warranty offer as per the RFP for the particular product.

30. REPEAT ORDER

Thane Municipal Corporation reserves the right to place a repeat order for additional requirement of Computers & Hardware at the negotiated price within 12 months of placing the order.

31. DELIVERY DOCUMENTS

- a) 3copies of the Vendor invoice showing goods description, quantity, unit price, and total amount.
- b) Railway / Lorry receipt/ Courier Receipt/Hand Delivery receipt (if applicable)
- c) LBT paid receipt (if applicable)
- d) Warranty Document mentioning 3 years comprehensive onsite warranty.
- e) License documents of Operating System in case of laptops and desktops

32. EXTENSION OF DELIVERY PERIOD

As soon as it becomes apparent to the vendor that the delivery date(s) stipulated in the Supply Order(s) cannot be adhered to, Vendor should apply for extension to the officer(s) who placed the supply order(s) giving reasons for the delay and also the date up to which extension is required. The Officer placing the Supply Order will consider such request and if he has no objection, extend the delivery date suitably.

33. RISK PURCHASE

In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the intender/buyer reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor.

34. TAXES AND DUTIES

Rate for supply of hardware under this tender should be inclusive of, all taxes, duties, LBT etc. and for (part 'A' of Annexure A) 3 years on site comprehensive warranty is mandatory.

35. PAYMENT TERMS

For Hardware / devices mentioned in of Annexure A, **95%** payment towards supply will be made by the TMC within 30 days of receipt at Head quarter after submitting Bill with supply of goods Challan to TMC. **5%** value of security deposit will be return to bidder after warranty period of the devices.

36. OPERATIONAL TRAINING

Not Applicable.

37. WARRANTY

For Hardware / devices mentioned in part 'A' of Annexure A, the Bidder shall provide comprehensive (physical damage, water damage and burnt part should be cover in comprehensive warranty) on-site warranty for a period of three years from OEM as on the date of installation and commissioning of equipment/s and software supplied.

The warranty shall cover the following

The bidder should attend the call within 4 hrs and get resolved. The equipments/products should be repaired and made operational within specified periods mentioned in warranty terms, failing which a replacement should be given till the equipment is repaired.

38. SUPPORT PLAN OF Bidder

Not Applicable.

39. PROTECTION AGAINST RISK OF OBSOLESCENCE

39.1 Service Support partner will make the spare parts for the systems available for a minimum period of three years from the time of acceptance of the system. However after 3 years comprehensive warrantee period, TMC will pay actual amount for Spares and Labour.

39.2 During the warranty period, if any of the machine's parts becomes unavailable in the market, the vendor will be bound to supply the next compatible higher version /configuration /family of the same part without any additional cost to Thane Municipal Corporation. In case, if multiple parts needs to be replaced due to compatibility issue, the same should be done free of cost to TMC.

40. INDEMNITY

Service Support partner shall indemnify, protect and save the indenter/ buyer 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 respects of all the hardware and software supplied by him.

41. PUBLICITY

Any publicity by the vendor in which the name of the indenter/buyer is to be used should be done only with the explicit written permission of the indenter/buyer. The vendors shall not make copy of award of contract at their own end. It will be seen as violation of the terms and condition of the contract.

42 ARBITRATION

42.1 The indenter/buyer and the Vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the any of the or part of the terms and conditions of the contract.

42.2 If within thirty days from the commencement of such negotiations, the indenter/buyer and the Vendor have been unable to resolve dispute amicably, either party may referred it for resolution to the Hon. Municipal Commissioner, TMC, as a sole arbitrator whose decision shall be final and binding on both the parties.

43. Survey and Information: Any survey to understand total requirement will be done by bidder at its own cost.

44. LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Civil Courts Thane only.

Annexure - A
Technical Specifications of the Hardware
Part "A"

Sr. No.	ITEM	Description	Brand Name
1	Desktop	Desktop : 4 th Gen. Core i3-xxxx Processor, 4GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 18.5"+ LED Monitor, 3 Years Onsite Warranty.	Lenovo/HP/DELL/HCL/Acer/Asus
2	Desktop	Desktop : 4 th Gen. Core i5-xxxx Processor, 8GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 18.5"+ LED Monitor, 3 Years Onsite Warranty.	Lenovo/HP/DELL/HCL/Acer/Asus
3	All In One Desktop	All In One : 4 th Gen. Core i3-xxxx Processor, 4GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 20"+ Screen, 3 Years Onsite Warranty.	Lenovo/HP/DELL/HCL/Acer/Asus
4	All In One Desktop	All In One : 4 th Gen. Core i5-xxxx Processor, 8GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 20"+ Screen, 3 Years Onsite Warranty.	Lenovo/HP/DELL/HCL/Acer/Asus
5	Laptop	Laptop : 4 th Gen. Core i3-xxxx Processor, 4GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 14 / 15.6"+ LED Screen, 3 Years Onsite Warranty.	Lenovo/HP/DELL/HCL/Acer/Asus
6	Laptop	4 th Gen. Core i5-xxxx Processor, 8GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 15.6"+LED Screen, 3 Years Onsite Warranty.	Lenovo/HP/DELL/HCL/Acer/Asus
7	Dot Matrix Printer	24-Pin, 136 column, impact dot matrix, wide carriage, Print Speed : cps@10cpi, High Speed Draft 480, Draft 360, LQ (24-pin) 120, Print Head Life : 400 million strokes / wire, column technology printer, Handles up to 5 part forms (1 original + 4 copies), Interface choices of both parallel & USB/Flexible paper paths (front, rear and bottom)	Epson/TVS/Wipro/LIPI
8	Line Matrix Printer	Line Matrix Printer6620: 2000 Lines Per Minute, Fastest Line Printer, Enhanced Reliability, Improved Print Quality, Plug & Print Compatibility, Embedded Microchip, Robust remote printer management, Multi-Lingual Printing Capability	Lipi

		Line Matrix Printer 6600HD Series : Clear and Precise Quality, Lowest Cost Laser Replacement, Longer Lasting Ink, Unmatched Reliability, Direct EPR Connection	
9	LED Monitor	Display Size 18"-20"	HP/LG/Dell/Acer/Samsung/Lenovo
10	LED Monitor	Display Size 21"-24"	HP/LG/Dell/Acer/Samsung/Lenovo
11	LED Monitor	Display Size 25"-32"	HP/LG/Dell/Acer/Samsung/Lenovo
12	LED TV	Display Size 40"	Sony/LG/Samsung/Videocon
13	LED TV	Display Size 50"	Sony/LG/Samsung/Videocon
14	Projector	Brightness 3000 Lumens with HDMI connection	Panasonic/Sony/Hitachi/ Benq
15	Biometric Attendance System	Facial detection, GPRS/Sim card facility, USB, RFID Card reader, Thumb impression detection, Sim card for each Biometric machine & Its appropriate GPRS services for each device, including SIM card monthly charges for 3 years period, The web based licensed software/Application for 10000 users, MAF from the OEM supplier company to support for 3 years required.	Zk teco/ ESSL/Real time/3m cogent / or similar
16	Antivirus	Features: Automatically scans external storage device, protects USB drives from autorun infections, Anti Malware functions, silent firewall and IDS/IPS assurance, Intrusion detection and prevention, AntiSpyWare, Anti-Rootkit, Firewall protection, Self-protection, Browsing protection, Zero-time protection, privacy protection, Flash drive protection, Entertainment Mode, Emergency Disk, Boot time scan, Provides cloud based web protection, Detects and removes potentially unwanted applications(PAUs) Subscription validity: 3 Years Should be compatible with the following Operating Systems: Windows XP Home/Professional/latest SPs (32-bit	e-scan/symantec/quickheal

		and 64-bit) Windows 7 Home Premium/Home Basic/Professional/Enterprise/Ultimate (32-bit and 64- bit)	
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Part "B"

Sr. No.	ITEM	Description	Brand Name
1	UPS	1 KVA, with a power factor of 0.7 True on-line, double conversion topology with integral automatic bypass	APC/iBall /Schneider/ Luminous
2	UPS	5 KVA inbuilt battery with back up time of 5-6 mins on full load. SURTD5000XLI-CC	APC/iBall /Schneider/ Luminous
3	Switch & Router - Wifi	Compatible with LTE /HSPA +/HSUPA /HSDPA /UMTS/EVDO USB modems, tested in the field 3G/4G and WAN connection Backup guarantees an "Always-online" Internet connection Easy wireless security encryption at a push of the WPS button Bandwidth control allows administrators to determine how much bandwidth is allotted to each PC	D-Link/DGLink/Cisco
4	Dongal	USB WIFI Dongal With 4G Support With Unlimited DATA Download For 1 Years	Airtel / TATA / Reliance
5	Air Fibre Device	5.3 GHz	
6	HDMI Cable	10m	
7	HDMI Cable	20m	
8	VGA Cable	10m	
9	VGA Cable	20m	
10	Software	Latest PDF Professional	Nitro / Adobe Acrobat
11	Software	Microsoft Office standard 2013 SNGL OLP NL	Microsoft
12	Storage	Synology Ds414 with 6tb nas drive (2tb *3)	
13	Wireless Keyboard Mouse Set	Full Multimedia, Full Function	Microsoft/Logitech/iBall/Compaq

14	DDR 3	2 Gb RAM	Transcend
15	DDR 3	4 Gb RAM	Transcend
16	DDR 3	8 Gb RAM	Transcend
17	DDR 2	2 Gb RAM	Transcend
18	DDR 2	4 Gb RAM	Transcend
19	DDR 1	1 Gb RAM	Transcend
20	HDD	500 GB Internal HDD	WDD
21	HDD	1 Tb Internal HDD	WDD
22	External DVD Writer	Upto 64X, USB	Sony
23	HDD	1 TB External	WDD
24	HDD	2 TB External	WDD
25	Speakers	2.1 USB powered Speakers	Creative/Logitech
26	Headphone With Mic	Branded Head Phone	Any Standard Brand

All above rates should be valid for 1 year from date of work order. As and when needed TMC will give order considering above rates to selected Bidder. All the above rates should be inclusive all the taxes and levies.

ANNEXURE –B

TENDER OFFER FORM (TOF)

Tender Reference No.: _____ Date: _____ 2015

To:

Municipal Commissioner,
Thane Municipal Corporations
Thane.

Respected Sir,

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply of Computers, Laptops, Printers, Projectors (all with 3 years onsite comprehensive warranty), Antivirus & other Hardware For Thane Municipal Corporation** in conformity with the said tender documents.

We undertake, if our tender offer is accepted, to commence delivery within 45 days and to complete delivery of all the items and perform incidental and supervisory services as specified in the Contract within 60 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 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 180 days and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offers, together with your Written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive.

Dated this ____ day of _____ 2015

Signature: _____

(In the Capacity of:) _____

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

Annexure-C

DETAILS OF BIDDER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

1. Name of the Company
2. Postal Address& E-mail ID :
3. Communication address in Maharashtra
4. Type of Company
5. Telephone No. of Company
6. Fax No. of Company
7. Name of Contact Person
8. Contact Person Mobile No.
9. Year Turn Over of Company (Rs.) Profit of Company (Rs.)
 2012-2013
 2013-2014
 2014-2015
10. Whether direct manufacturer or authorized dealers -

Date: _____

Place: _____

Signature of the bidder

Annexure-D

Performance Statement (PS) (For a period of last one year)

Name of the Firm _____

Customer Name and address	Description of Order	Value	Date of Completion	Date of Completion (Actual)

(Submit all the mentioned Purchase Orders / Work Order showing values)

Date: _____

Place: _____

Signature of the bidder

Commercial Offer (Envelope - II)

Annexure – E

Part "A"

Sr. No.	ITEM	Description	Unit Price
1	Desktop	Desktop : 4 th Gen. Core i3-xxxx Processor, 4GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 18.5"+ LED Monitor, 3 Years Onsite Warranty.	
2	Desktop	Desktop : 4 th Gen. Core i5-xxxxx Processor, 4GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 18.5"+ LED Monitor, 3 Years Onsite Warranty.	
3	All In One Desktop	All In One : 4 th Gen. Core i3-xxxxx Processor, 4GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 20"+ Screen, 3 Years Onsite Warranty.	
4	All In One Desktop	All In One : 4 th Gen. Core i5-xxxxx Processor, 4GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 20"+ Screen, 3 Years Onsite Warranty.	
5	Laptop	Laptop : 4 th Gen. Core i3-xxxxx Processor, 4GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 14 / 15.6"+ LED Screen, 3 Years Onsite Warranty.	
6	Laptop	4 th Gen. Core i5-xxxxx Processor, 4GB RAM, 1TB Hard Disk Drive, Windows 8.1 Professional, 15.6"+LED Screen, 3 Years Onsite Warranty.	
7	Dot Matrix Printer	24-Pin, 136 column, impact dot matrix, wide carriage, Print Speed : cps@10cpi, High Speed Draft 480, Draft 360, LQ (24-pin) 120, Print Head Life : 400 million strokes / wire, column technology printer, Handles up to 5 part forms (1 original + 4 copies), Interface choices of both parallel & USB/Flexible paper paths (front, rear and bottom)	
8	Line Matrix Printer	<p>Line Matrix Printer 6620: 2000 Lines Per Minute, Fastest Line Printer, Enhanced Reliability, Improved Print Quality, Plug & Print Compatibility, Embedded Microchip, Robust remote printer management, Multi-Lingual Printing Capability</p> <p>Line Matrix Printer 6600HD Series : Clear and Precise Quality, Lowest Cost Laser Replacement, Longer Lasting Ink, Unmatched Reliability, Direct EPR Connection</p>	

9	LED Monitor	Display Size 18"-20"	
10	LED Monitor	Display Size 21"-24"	
11	LED Monitor	Display Size 25"-32"	
12	LED TV	Display Size 40"	
13	LED TV	Display Size 50"	
14	Projector	Brightness 3000 Lumens with HDMI connection	
15	Biometric attendance system	Facial detection, GPRS/Sim card facility, Wifi/LAN, USB, RFID Card reader, Thumb impression detection, Sim card for each Biometric machine & Its appropriate GPRS services for each for 3 years period, The web based licensed software/Application for 10000 users, MAF from the OEM supplier company to support for 3 years required.	
16	Antivirus	Features: Automatically scans external storage device, protects USB drives from autorun infections, Anti Malware functions, silent firewall and IDS/IPS assurance, Intrusion detection and prevention, AntiSpyWare, Anti-Rootkit, Firewall protection, Self-protection, Browsing protection, Zero-time protection, privacy protection, Flash drive protection, Entertainment Mode, Emergency Disk, Boot time scan, Provides cloud based web protection, Detects and removes potentially unwanted applications(PAUs) Subscription validity: 3 Years Should be compatible with the following Operating Systems: Windows XP Home/Professional/latest SPs (32-bit and 64-bit)→ Windows 7 Home Premium/Home Basic/Professional/Enterprise/Ultimate (32-bit and 64→ bit)	

Part "B"

Sr. No.	ITEM	Description	Unit Price
1	UPS	1 KVA, with a power factor of 0.7 True on-line, double conversion topology with integral automatic bypass	

2	UPS	5 KVA inbuilt battery with back up time of 5-6 mins on full load. SURTD5000XLI-CC	
3	Switch & Router - Wifi	Compatible with LTE /HSPA +/HSUPA /HSDPA /UMTS/EVDO USB modems, tested in the field 3G/4G and WAN connection Backup guarantees an "Always-online" Internet connection Easy wireless security encryption at a push of the WPS button Bandwidth control allows administrators to determine how much bandwidth is allotted to each PC	
4	Dongal	USB WIFI Dongal With 4G Support With Unlimited DATA Download For 1 Years	
5	Air Fibre Device	5.3 GHz	
6	HDMI Cable	10m	
7	HDMI Cable	20m	
8	VGA Cable	10m	
9	VGA Cable	20m	
10	Software	Latest PDF Professional	
11	Software	Microsoft Office standard 2013 SNGL OLP NL	
12	Storage	Synology Ds414 with 6tb nas drive (2tb *3)	
13	Wireless Keyboard Mouse Set	Full Multimedia, Full Function	
14	DDR 3	2 Gb RAM	
15	DDR 3	4 Gb RAM	
16	DDR 3	8 Gb RAM	
17	DDR 2	2 Gb RAM	
18	DDR 2	4 Gb RAM	
19	DDR 1	1 Gb RAM	
20	HDD	500 GB Internal HDD	
21	HDD	1 Tb Internal HDD	
22	External DVD Writer	Upto 64X, USB	
23	HDD	1 TB External	
24	HDD	2 TB External	
25	Speakers	2.1 USB powered Speakers	
26	Headphone With Mic	Branded Head Phone	

Please note that a unit price should be quoted considering all the terms and conditions of Tender inclusive of all the taxes and levies.

Annexure-F

BID SECURITY FORM (BSF)

Whereas _____(hereinafter called "the Bidder") has submitted its tender offer dated _____ for the **Supply of Computers, Laptops, Printers, Projectors (all with 3 years onsite comprehensive warranty), Antivirus & other Hardware For Thane Municipal Corporation** KNOW ALL MEN by these presents _____ that WE _____ of _____(hereinafter called the Bank:) are bound upto _____(hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assign by these presents. Sealed with the Common Seal of the Said Bank this _____ day of _____ 2015

THE CONDITIONS of this obligation are :

1. If the bidder withdraws its tender during the period of tender validity specified by the bidder on the Tender Form ; or
2. If the Bidder, having been notified of the acceptance of its tender by the purchaser during the period of tender validity :

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 3 years from the date of execution of the contract(means from dd-mm-yyyyto dd-mm-yyyy) and any demand in respect thereof should reach the Bank not later than the above date

(Signature of the Bank)

Annexure-G

DRAFT CONTRACT FORM

This AGREEMENT is MADE at this day of Two thousand ____ Between _____ (hereinafter called "the Contractor") of the one part and the The Commissioner, Thane Municipal Corporation, Thane (hereinafter called "the corporation ") of the other part.

WHEREAS the contractor has tendered to the Corporation for supply to the Thane Municipal Corporation Thane (hereinafter called "The Commissioner") of the articles specified in the schedule A (attached) as per delivery instructions given in the acceptance of tender at the respective prices or rate mentioned opposite to the said articles in the column provided for the purpose and whereas such tender has been accepted and the contractor has deposited with the Commissioner the sum of Rs. _____. (Rupees _____ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____, which will hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Commissioner may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Corporation to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Commissioner which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the corporation.
3. Upon the determination of this agreement whether by effluxion of time or otherwise The said deposit shall after the expiration of 3 Years from the date of such determination be returned to the contractor but without interest and after deducting the sum due by the contractor to the Corporation under the terms and conditions of this agreement.
4. This agreement shall remain in force until the expiry of the date of delivery of materials but not withstanding herein or in the tender and acceptance forms contained the Corporation shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at anytime upon giving one months notice in writing without compensating the contractor.

5. In witness whereof the said _____ hath set his hand hereto and Commissioner of Thane Municipal Corporation has on behalf of the Corporation has affixed his hand and seal thereto the day and year first above written.

6. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned the Supplier hereby covenants with the Purchaser to provide the goods and Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

7. The Purchaser hereby covenant to pay the supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

8. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the stores in accordance with the conditions mentioned in the A/L, the The Commissioner of Corporation shall at his option been titled either:

(a) to recover from the contractor as agreed liquidated damages or by way of penalty a sum not exceeding 1/2 % of the price of the supplies which the contractor has failed to deliver as aforesaid for each week or part of a week during which the delivery of such supplies may be in arrears, or(b) to purchase elsewhere, after giving due notice to the contractor on the amount and at the risk of the contractor the supplies not delivered or others of a similar description (where other exactly complying with the particulars are not in the opinion of the The Commissioner which shall be final readily procurable) without canceling the contract in respect of the consignment not yet due for delivery.

Witness :Bidder

1.

2.

Annexure-H

SECURITY DEPOSIT FORM

To:
Thane Municipal Corporation,
Thane

WHEREAS _____(Name of Supplier) hereinafter called "the Supplier" has undertaken, purchase of Contract No. _____ dated, _____ 2016 to **Supply of Computers, Laptops, Printers, Projectors (all with 3 years onsite comprehensive warranty), Antivirus & other Hardware For Thane Municipal Corporation** hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of _____ as afore said, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2016

Signature and Seal of Guarantors

Date _____

Address: _____

Annexure-I

SELF DECLARATION FORM FOR NOT HAVING PENDING CASES

To:
Municipal Commissioner,
Thane Municipal Corporation,
Thane.

Dear Sir,

We are not black listed and also we do not have any pending cases in Government Sector, private sector or any ULBs.

Signature of Bidder

Business Address

Place:

Date: