

Surat Municipal Corporation (SMC)

Bid for Annual Maintenance Contract for Dell Rack Servers [DC-ISD-SERVER-AMC-02-2023]

Online Bid Start Date

November 28, 2023

Online Bid End Date
(Last Date of Online Submission of Bids)

December 08, 2023

Last Date of Physical Submission of Bid Fee & EMD in Hard Copy

December 15, 2023

Information Systems Department (ISD)
Surat Municipal Corporation
Muglisara, Surat-395003



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1. Notice Inviting Bid



Surat Municipal Corporation (SMC)

Muglisara, Surat – 395003, Gujarat. www.suratmunicipal.gov.in







Bid for **Annual Maintenance Contract for Dell Rack Servers** for Surat Municipal Corporation (SMC) is invited online on https://smctender.nprocure.com from the bidder meeting the basic eligibility criteria as stated in the bid document.

Bid Fee (Non-refundable)	•	Rs. 1,062/- (Rs. 900/- + 18% GST) (by DD or Banker's Cheque only)
EMD	•	Rs. 10,000/- (by DD or Banker's Cheque only)
Online Bid Start Date	•	28/11/2023
Online Bid End Date (Last Date of Online Submission of Bids with all necessary documents as per tender document requirement in soft copy)	•	08/12/2023 upto 18:00 hrs.
Submission (in Hard Copy) of Bid Fee and EMD	•	In sealed envelope strictly by RPAD/Postal Speed Post on or before 15/12/2023 upto 18:00 hrs. to the Chief Accounts, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat.

• Bidders have to submit Price bid and Technical Bid online along with all necessary documents as per tender document requirement in electronic format only on https://smctender.nprocure.com website till the Last Date & time for Online Submission.

The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.

Deputy Commissioner Surat Municipal Corporation

2. Key Events & Dates

	Toward Butto
Event	Target Date
Notice Inviting Tender	DC-ISD-SERVER-AMC-02-2023
Bid Availability	Start from 28/11/2023 upto 08/12/2023 upto 18:00
	hrs. at https://smctender.nprocure.com
Bid Fee	Bid Fee of Rs. 1,062/- (Rs. 900/- + 18% GST) by Demand Draft or Banker's Cheque of any scheduled/nationalized bank payable at Surat in favour of Surat Municipal Corporation.
EMD	Rs. 10,000/- by Demand Draft or Banker's Cheque of any scheduled/nationalized bank payable at Surat in favour of Surat Municipal Corporation.
Online Bid Start Date	28/11/2023
Online Bid End Date	On or before 08/12/2023 upto 18:00 hrs.
(Last date for Online Submission of Bids	
along with the documents as mentioned	
in 4.6)	
Submission (in Hard Copy) of Bid Fee and	In sealed envelope strictly by RPAD/Postal Speed
EMD	Post on or before 15/12/2023 upto 18:00 hrs. to
	the Chief Accounts, Surat Municipal Corporation,
	Muglisara, Surat – 395003, Gujarat.
Opening of Technical Bids	To be decided and communicated later
Opening of Price Bids	To be decided and communicated later

3. Eligibility Criteria

The bidder interested in being considered for "Bid for Annual Maintenance Contract for Dell Rack Servers" at SMC should fulfill the following minimum criteria:

- **3.1.** The bidder should be in operation for at least 3 years as on bid start date and must have local office in Surat.
- **3.2.** A Bidder should be authorized channel partner/service provider of OEM and must be authorized by OEM through MAF (Section 9, Part C) for services they have offered. It will, however, be preferred that the Original Equipment Manufacturer (O.E.M.) quotes directly.
- **3.3.** The agency bidding for Annual Maintenance Contract for Dell Rack Servers must have a track record of successful installation, configuration and/or maintenance of server at minimum 5 different companies/ organizations in last 3 years as on bid start date.
- **3.4.** The bidder should furnish Bid Fee and an Earnest Money Deposit (EMD) as per Clause No. 4.4.
- **3.5.** The bidder should not be black-listed / debarred by any of the Government or Public Sector Units in India as on the date of the submission of the tender.

4. Instructions for the Bidder

4.1. Availing Bid Documents

Blank bid documents can be downloaded from the web site https://smctender.nprocure.com upto the date and time mentioned in the Online Bid Invitation Notice DC-ISD-SERVER-AMC-02-2023.

4.2. Addenda & Corrigenda

If required the Addenda and Corrigenda will be issued and the same will **form the part of the original bid documents** and shall override any contradicting effects in the original bid document.

4.3. Submission of Price Bid and Technical BID

The price bid and the technical bid containing all the relevant supporting documents must be submitted online only on https://smctender.nprocure.com on or before the last date of submission of the bid. No documents except the Bid Fee, EMD and Affidavit to be accepted in hardcopy. It is advised to keep the softcopy of the relevant documents ready and upload the same in advance on https://smctender.nprocure.com with respect to this tender to avoid issues if any.

All the relevant softcopy should invariably follow the (n)Code portal's specific requirements pertaining to file types, file size, file name length, etc.

- o **File Types:** Files with only .pdf, .doc, .txt, .xls, .ppt, .pps, .png, .gif, .jpg, .zip, .rar extension can be uploaded.
- File name: It should not be more than 70 characters. Special Characters Like (' % @ < > : * ? | & ~ ^) are not permitted.
- o **File size:** Single file size should not be more than 3 MB.

The bid document (duly signed and stamped) in hard copy shall be submitted by the successful bidder upon intimation from SMC.

4.4. Bid Fee & Earnest Money Deposit (EMD)

- The bidder should pay non-refundable **Bid Fee of Rs. 1,062/- (Rs. 900/- + 18% GST)** and **EMD of Rs. 10,000/-** by separate Demand Draft or Banker's Cheque of any scheduled/nationalized bank payable at Surat in favour of Surat Municipal Corporation.
- Failure to submit Bid Fee and EMD as required shall lead to the bid being rejected summarily.
- **4.5.** The bid should be filled in legibly, clearly indicating the figures and its value in words too.

4.6. Online Submission of the Technical Bid:

The bidder will be required to upload the **duly signed**, **stamped and notarized color scanned copy** of below mentioned documents in the same order of sequence online on smctender.nprocure.com during e-tendering process.

1. Scan copy of Tender (Bid) Fee

- 2. Scan copy of EMD
- 3. Scan copy of Solvency certificate
- 4. Scan copy of work order / Completion certificate / Contract clearly indicating years in operation as well as quantity
- 5. Scan copy of Proof of address for Service Center in Surat
- 6. Scanned copy of Bid Format given in Section 9, Annexure to Technical Bid
 - A. Bidder's Details (signed and stamped page no. 22, 23 and 24)
 - B. Information of Authorized Signatory / Contact Person (signed and stamped page no. 25)
 - C. Authorization Letter from OEM (on OEM's letter head, Page No. 26)
 - D. Performa of Compliance letter (on Bidder's letterhead, Page No 27 and 28)
- 7. Scan copy of PAN card
- 8. Scan copy of company registration with local body and state government/central government
- 9. Scan copy of GST Registration Certificate
- 10. Scan copy of duly signed addendum and Corrigendum, if any.
- 11. Scan copy of any other document not mentioned above but required to be attached as per the tender requirement (Optional).
- 12. Authorization Letter as per Clause-4.25 (mandatory in case tender signatory is other than Owner/Partner/MD/Director/Company Secretary) (Optional)
- 4.7. Demand Draft for E.M.D. & Tender (Bid) fee shall be submitted in electronic format through online mode (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening of the bid. Accordingly offer of those shall be opened whose E.M.D. & tender (bid) fee is received electronically. However, for the purpose of realization of D.D. bidder shall send the D.D. in original through RPAD / Speed post as per Clasue-4.10 below so as to reach to Chief Accountant, SMC within 7 days from the last date of online submission of the bid as per tender notice. Penaltative action for not submitting D.D. in original to shall be initiated and action shall be taken for abeyance of registration and cancellation of Etendering code for one year. Any documents in supporting of bid shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately.
- 4.8. All documents must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
- 4.9. All documents must be notarized with clearly-displaying stamp, number and name of the notary.
- 4.10. Sealing, marking and submission of the Bid Fee and EMD:

Following documents shall only be submitted in Hard Copy to Surat Municipal Corporation by the bidder:

- Earnest Money Deposit (EMD)
- Tender Fee.

The "Bid Fee and EMD" shall be put in an envelope containing Bid Fee and Earnest Money Deposit (EMD) and shall be super scribed as "Bid Fee and EMD"

The envelope must be sealed and super scribed and must be sent as under:

Details to be mentioned on sealed envelop				
Tender Details	То,			
Notice No.: DC-ISD-SERVER-AMC-	The Chief Accountant,			
Bid Fee and EMD for Annual	Surat Municipal Corporation,			
	Mahanagar Seva Sadan,			
Maintenance Contract for Dell Rack	Gordhandas Chokhawala Marg,			
Servers	Muglisara, Surat - 395 003,			
Last Submission Date: 15/12/2023	Guiarat, INDIA.			

The envelope containing Bid Fee and EMD must be sent <u>strictly by Postal Speed Post or Registered Post AD</u> only so as to reach on or before 15/12/2023 up to 18:00 hrs. Bids received in any other manner or mode (like courier, in person, etc.) will not be considered. SMC won't be responsible for postal delays.

TECHNICAL BID & PRICE BID

The technical bid & price bid must be submitted online on https://smctender.nprocure.com. It should not to be sent physically, if submitted physically the bid shall be rejected.

- **4.11.** The bidder will be bound by the details furnished to SMC, while submitting the bid or at subsequent stage. In case, any of such documents furnished by the bidder is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable to legal action besides termination of contract.
- **4.12. Late Bids:** Bids not reaching on or before the specified time limit will not be accepted.
- **4.13. Conditional Bids:** All the terms and conditions mentioned herein must be strictly adhered to by all bidders. Conditional tenders shall not be accepted on any ground and shall be subject to rejection without assigning any reason.

4.14. Withdrawal of Bids

Bid once filled in, submitted shall not be allowed to be withdrawn till the validity of the bid remains in force or else the EMD shall be liable for forfeiture.

4.15. Period of Validity

The offer should be valid for acceptance for a minimum period of **120 days** from the date of opening of the Price Bid. If required, SMC may request the bidder to have it extended for a further period.

4.16. Language of Bids

The bids prepared by the bidder shall be in the English language. The supporting documents in language other than English/Hindi/Gujarati must have its English translation (which is to be duly attested by the bidder), for purposes of interpretation of the bid, the English translation shall govern.

4.17. Right To Accept or Reject Any Bid or All Bids

SMC reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for SMC's action.

4.18. Firm Prices & Bid Currency

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. Prices shall be expressed in Indian Rupees (INR) only.

4.19. Costs to be Borne by Bidder

All costs and expenses (whether in terms of time or money) incurred by the bidder in any way associated with the development, preparation and submission of the bid, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SMC, will be borne entirely and exclusively by the bidder.

4.20. Acceptance of Terms & Conditions

The bidder will, by taking participation in the bidding process and submitting the bid documents, be deemed to have thoroughly read, studied and understood the bid documents including scope of work, the terms and conditions, instructions, etc. referred there in and the same are acceptable to the bidder.

- **4.21.** All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. However, the interlineations, erasures or overwriting, if any, in the Technical Bid Application must be attested by the person authorized to sign the bids.
- **4.22.** It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.
- **4.23.** The agency will be bound by the details furnished by him/her to SMC, while submitting the bid or at subsequent stage. In case, any of such documents furnished by the agency is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable to legal action besides termination of contract.
- **4.24.** The participation in the online tendering process implies that the bidder have thoroughly read, studied and understood the instructions of the Bid documents, Scope of work, formats as well as the terms and conditions referred there in and the same are acceptable to the bidder.

4.25. Authorized Signatory

For the purpose of submission of the bid, the bidder may be represented by either the Principal Officer (MD/ Company Secretary) or his duly Authorized Representative, in which case he/she shall submit a certificate of authority along with the technical bid. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative or the principal officer.

- **4.26. Arithmetical errors will be rectified on the following basis. If there is a discrepancy** between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 4.27. Disqualifications: A Bidder shall be disqualified and Bids will not be considered if
 - a) Hardcopy envelop does not show on it the reference of bid number and description as denoted and thus gets opened before due date(s) of opening specified in Notice Inviting Bids.
 - b) The Price Bid and Technical Bid is submitted physically which leads to revelation of prices before the due date of opening of the Price Bid.
 - c) The Earnest Money Deposit (EMD) & Bid fee is not deposited in the manner specified above.
 - d) The Bid documents are not in a language as per Clause.
 - e) The Bid documents are not signed affixing stamp by the authorized signatory.
 - f) The Bid documents submitted are incomplete and/or ambiguous in any respect.
 - g) Non-compliance of provisions and requirements of the Bid documents.
 - h) Any or all correction(s) or pasted slip(s) is/are not initialled, authenticated by the Bidder.
 - i) The Bid documents are not submitted in the manner specified in the bid document.
 - j) Eligibility criteria are not met with.
 - k) Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will result in a disqualification.

5. Indicative list of Documents to be submitted

Following documents shall be submitted in soft copy online on https://smctender.nprocure.com by the bidder so as to ascertain the claims made. Following is the indicative list of documents that are to be submitted.

#	Description of Requirement	Proof Required to be Submitted	
1.	The bidder should be in operation for at least 3 years as on bid start date and must have local office in Surat.	 Copy of work order / Completion certificate/ Contract / performance certificate issued by client specifying clearly Bidders Name, details of Work, Time Period with Date of issue of respective document. Office Address proof in form of Telephone Bill/Utility Bill/Shops & Establishment Certificate/Property Tax Bill/ or any valid document issued by Government indicating office address. 	
2.	A Bidder should be authorized channel partner/ service provider of OEM and must be authorized by OEM for services they have offered. It will, however, be preferred that the Original Equipment Manufacturer (O.E.M.) quotes directly.	Certificate from OEM clarifying status and authorization letter as per MAF given in Section – 9, Manufacturer's Authorization Form	
3.	The agency bidding for Annual Maintenance Contract for Dell Rack Servers must have a track record of successful installation, configuration and/or maintenance of server at minimum 5 different companies/ organizations in last 3 years as on bid start date.	Copy of work order / Completion certificate / Contract	
4.	The bidder should not be black-listed / debarred by any of the Government or Public Sector Units in India as on the date of the submission of the tender.	Self-declaration / Undertaking by bidder	
5.	EMD & Bid Fee	As per clause 4.4	
6.	Solvency Certificate amounting 20% of the consideration of the Contract from a scheduled/nationalized bank.	Solvency Certificate as per Clause No. 7.7	



7.	Acceptance of terms and conditions	Self-declaration / Undertaking by bidder
8.	Undertaking letter as per Form 'A'	On OEM's letter head as per Section- 9
9.	The compliance letter as per Form 'B'	On Bidder's letter had as per Section- 9
10.	Goods & Service Tax Registration Nos.	Copy of the Goods & Service Tax (GST) Registration Certificate duly notarized

^{*} Note: Additional documents other than above if any, required for supporting the claims made by the bidder should be attached.



Surat Municipal Corporation (SMC)

TECHNICAL BID

Bid for Annual Maintenance Contract for Dell Rack Servers [DC-ISD-SERVER-AMC-02-2023]

Online Bid Start Date

November 28, 2023

Online Bid End Date (Last Date of Online Submission of Bids)

December 08, 2023

Last Date of Physical Submission of Bid Fee & EMD in Hard Copy

December 15, 2023

Information Systems Department (ISD)
Surat Municipal Corporation
Muglisara, Surat-395003

Technical Bid

TECHNICAL BID

6. Scope of Work

- **6.1.** The bidder shall be required to provide 3 years comprehensive on-site support for Dell PowerEdge R730 rack Servers. The AMC must be 24*7 back-to-back from OEM.
- **6.2.** This comprehensive maintenance contract shall cover proactive, preventive, breakdown maintenance of all hardware & software support for the Servers at different premises of Surat Municipal Corporation (SMC) within the city limit.
- **6.3.** The bidder shall be responsible of configuring, maintaining and troubleshooting the server/storage hardware as well as necessary installation/reinstallation of operating system under the scope of the contract.
- **6.4.** The duration of the maintenance period shall be 3 years from the date of issuance of the Work Order.
- **6.5.** Equipment under AMC is being used for running business critical applications and hence the proper maintenance must be ensured so as to avoid any downtime.
- **6.6.** The bidder shall be required to hand over all the equipment in working condition with inventory report at the time of completion/termination of the Contract, otherwise the equipment, found faulty, shall be rectified from any external agency and whole replacement/repair cost will be borne by the bidder only.

6.7. Single Point of Contact

- Agency will nominate one senior person as the Single Point of Contact (SPOC) for the purpose of receiving the complaint and resolution of the same. The mobile no. of the same will be shared with the end users as well. The nominated SPOC must interact cordially with the end user. S/he will carry out necessary activities to resolve the problem as per the response and resolution time.
- **6.8.** The bidder shall depute only such individuals as are skilled and experienced in the works to be executed under the contract. The SMC has all the rights to reject the services of any engineer and can ask for a change, if not found fit.
- 6.9. The successful bidder shall ensure maximum uptime for the product/service. The call must be attended within 2 hour and problem to be resolved within 8 working hours from first intimation. In case any part is required to be replaced, it is to be replaced within 12 working hours from the initial intimation. Failing which will attract a penalty of 1% of the yearly AMC cost of the product per day for upto 2 days beyond which penalty would be levied at 5% of the yearly AMC cost per day, upto maximum of 10% of the total awarded bid value and it will be deducted from the amount payable and/or security deposit.

- **6.10.** The bidder shall be required to carry out preventive and corrective maintenance of all hardware including replacement of defective parts, installation/reinstallation and configuration of OS and other tools during contract period.
- **6.11.** The bidder shall be required to repair the faulty component/equipment at the earliest or within the problem resolution time. However, if any component/equipment gives continuous trouble, the bidder shall replace the same with the new compatible component/equipment of the same or higher configuration without any additional cost to the purchaser.
- **6.12.** The bidder must integrate hardware and software components along with rest of the IT infrastructure at SMC to make the system integrated and fully functional.
- **6.13.** In case if breakdown/ maintenance work is required to be carried out during non-working days/ hours, the bidder shall attend the task(s) during this period at no extra payment.
- **6.14.** The bidder or its staff must work closely and coherently with other agencies working for SMC for IT related activities.

7. Terms and Conditions

- **7.1.** Prices to be quoted should be inclusive of all Central/State taxes, levies, custom duties, Transportation, handling charges F.O.R. SMC premises packing, forwarding, transit losses, insurance, loading and unloading and all other breakage, leakage, losses shall be borne by the agency.
- **7.2.** If the bidder is not the OEM, he will be required to submit "Authorization Letter from OEM" (as per **Form 'A'**) in soft copy online on https://smctender.nprocure.com on the OEM's Letter Head. An authorized signatory of the O.E.M. should sign this undertaking.
- **7.3.** The bidder has to submit the "Self-Declaration" as per the Performa of Compliance Letter (as per **Form 'B'**) in soft copy online on https://smctender.nprocure.com on its letter head duly signed by the authorized signatory.
- **7.4.** The right to reject accepts any/all bid(s) without assigning any reason thereof is reserved.

7.5. Security Deposit

The successful bidder will be required to place **Security Deposit** @ **5%** of the consideration of contract by Demand Draft or Banker's Cheque Payable at **Surat** in favour of **Surat Municipal Corporation** of any scheduled/nationalized bank within 10 days from the date of notice of award of contact, failing which a **penalty** @ **0.065%** of the amount of security deposit will be imposed for delay of each day. The EMD placed may be considered for conversion towards the security deposit and amount falling short of the required amount shall be payable. Security Deposit will be released only after successful completion of the contract period.

7.6. Agreement, Undertaking and Surety

The Awardee i.e. the selected agency will have to enter into an Agreement and submit an Undertaking and surety with SMC for annual maintenance contract for computer hardware and peripherals on a Rs.300/- stamp paper (or of appropriate amount) of Government of Gujarat at the agency's own cost within 10 (ten) days period from the date of Notice of Award. No claims for payments will be entertained without completion of this process.

7.7. Solvency Certificate

Along with the technical bid documents, the bidder should submit Solvency Certificate amounting 20% of the consideration of the Contract from a scheduled/nationalized bank. The Solvency Certificate should be valid and should not be older than one year from the bid start date.

- **7.8.** No interest shall be paid on **Earnest Money Deposit** and/ or **Security Deposit** placed.
- **7.9.** Any offer/bid not meeting the terms and conditions mentioned hereinabove will be liable for rejection without assigning any reason thereof.

- **7.10.** Bid once filled in, submitted shall not be allowed to be withdrawn till the validity of the bid remains in force or else the EMD shall be liable for forfeiture. The agency is expected to examine the Bid Document carefully. Failure to furnish all information required as per the Bid Document may result in the rejection of the bid
- **7.11.** The liability as to any damages and/or loss otherwise to any movable or immovable properties, assets during loading, unloading or otherwise during the contract period, whether knowingly or unknowingly done or occurred shall be made good forthwith to the SMC by the Awardee agency upon a communication made therefore.
- **7.12.** The total penalty could be up to 10% of the Consideration of Contract and the decision of the SMC shall be treated as final in such cases.
- **7.13.** The bidder shall indemnify SMC from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - any negligence or wrongful act or omission by the bidder or any third party associated with bidder in connection with or incidental to this Contract; or
 - any breach of terms as stated in the bid document, the bidder's Bid and the Contract with the bidder
 - any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.
- **7.14.** Prices to be quoted in Indian Rupees and should be inclusive of all Central/State taxes, levies, Transportation, handling charges F.O.R. SMC premises packing, forwarding, transit losses, insurance, loading and unloading and all other breakage, leakage, losses shall be borne by the bidder.

Notes

- a) Surat Municipal Corporation does not hold "C" or "D" certificate under the Sales Tax laws.
- b) Surat Municipal Corporation is a "Local Self-Government" and the procurement of products, materials, goods, articles is going to be solely used, utilised for public amenities and purposes and also for relief to the poor through its various departments including public hospitals, health centers, dispensaries, maternity homes, pathological laboratory, filaria/malaria, chemical and bacteriological laboratories, Medical college and secondary and primary education schools. Hence, benefit of exemption, concession etc., if any, in Central/State taxes, levies etc. shall be passed on to the SMC.

7.15. TAX LIABILITY

GST (Goods & Service Tax) has come in existence from 1st July 2017. Contractor / Successful Bidder is bound to pay any amount of GST prescribed by the Govt. of India as per the Terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed / recovered separately by SMC, subject to the submission of Original Receipt / Proof of the amounts actually remitted by the Successful Tenderer / Contractor to the Competent Authority along with a Certificate from Chartered Accountant of Contractor / Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful Bidder / Contractor, failing which SMC may recover the amount due, from any other payable dues with SMC and decision of Municipal Commissioner shall be final and binding on the Contractor / Successful Bidder in this regard. Further, the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit / Performance Guarantee Amount.

If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor/Successful Bidder Only, in no case SMC shall be liable for the same.

The contractor will submit the invoice to the SMC having GSTIN of SMC mentioned therein and the taxes shall be shown separately on the face of the invoice so as to claim as ITC by SMC.

7.16. In case, the awardee i.e. the selected bidder fails to provide service in time or the performance of such service is not found upto the mark or found of an inferior quality visà-vis specifications, the earnest money deposit and/or security deposit will be forfeited at once.

7.17. Terms of Payment

The payment shall be given on quarterly basis. The bidder shall raise quarterly bill of its charges for maintenance during the first week of a quarter for previous quarter completed satisfactorily.

- **7.18.** It should be noted that the lowest rate(s)/price(s) will not be the sole criterion for accepting bid for any of the goods but emphasis will be given to the quality of the products and even the readiness to offer innovative technology thereof.
- **7.19.** Should the awarded bidder fail to deliver the scope of work in due time, SMC reserves the right to get the work done from third party at the bidder's risk and cost including the replacement of faulty components/equipments.
- **7.20.** In case of continued failure or short-falls from the established standard, the contract shall be terminated and no payments will be made nor will any damages be paid to the agency besides forfeiting Security Deposit.

- **7.21.** The contract shall be governed by the Laws in India and shall be subject to the jurisdiction of Surat.
- **7.22.** The agency shall depute only such individuals as are skilled and experienced in the works to be executed under the contract. The SMC has all the rights to reject the services of any engineer and can ask for a change, if not found fit.
- **7.23.** The bidder/ its personnel shall not divulge or disclose to any person, any details of office, operation process technical know-how, administrative/ organizational matters as all are confidential/secret in nature.
- **7.24. Back-office Support:** Additional support as and when needed shall be provided from offsite competent staff of the bidder for specialized repairs, maintenance, configuration and consultation with no extra cost.
- **7.25. Force Majeure**: The bidder shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay is the result of an event of Force Majeure. "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the End customer in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, earthquake, floods, epidemics, quarantine restrictions. The bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and feasible.

Declaration: I / We have thoroughly read, studied and understood the instructions of the bid documents, formats as well as the terms and conditions referred to hereinabove and the same are acceptable to me/us.

Place	Signature of Authorized Person
i iacc	Signature of Authorized Ferson

Date Designation

Seal/ Stamp Name



8. TECHNICAL SPECIFICATIONS

Details of Hardware to be covered under AMC

Sr. No.	Description, Make, Model and Technical Specification ②	Qty.
1.	Server: PowerEdge R730 rack Servers	3
	 2U Rack Mountable 	
	2 Nos. X Intel® Xeon® E5-2680 v4 2.40GHz, 30MB Cache, 12 Core	
	 Intel C610 Series Chipset Motherboard 	
	■ 16GB X 12 Nos. = 192GB ECC DDR4 RDIMM Memory	
	 4 Nos. X 2.5" 600GB 6Gbps 10k RPM Hot Swappable SAS drives 	
	 SAS RAID Controller supporting RAID 0,1 and 5 with 1 GB Cache memory with battery backup 	
	 4 Nos. of 1 GBPs Ethernet ports with support of TCP/IP, Wake on LAN, Failover, Fault Tolerance 	
	 2 Nos. of Single port 8 Gb OFC HBA for redundancy to connect with SAN Storage/SAN Switch 	
	 Internal DVD Writer 	
	■ 750W Hot Swappable High Efficiency Redundant Power Supplies (1+1) capable to provide necessary power for	
	fully loaded server with India Power Cord.	
	Dell iDRAC Enterprise License	
	Service Tag No 8V47N62, 97YJX52, 97Z5N62	



Surat Municipal Corporation (SMC)

Annexure to Technical BID

Bid for Annual Maintenance Contract for Dell Rack Servers [DC-ISD-SERVER-AMC-02-2023]

Online Bid Start Date

November 28, 2023

Online Bid End Date (Last Date of Online Submission of Bids)

December 08, 2023

Last Date of Physical Submission of Bid Fee & EMD in Hard Copy

December 15, 2023

Information Systems Department (ISD)
Surat Municipal Corporation
Muglisara, Surat-395003

Annexure to Technical Bid

9. ANNEXURES TO TECHNICAL BID

All the documents listed below shall be annexed to the bid in the prescribed formats along with the necessary supporting documents to ascertain the claims made by the bidder.

A. Bidder's Details

1	Details of responding firm/o	company		
a.	Name			
b.	Address			
C.	Telephone		Fax:	
d.	Website			
e.	Are you a Manufacturer / Authorised dealer / Sub dealer / Service Provider /			
f.	Any other Income Tax Number [PAN]			
g.	Goods & Service Tax (GST) No.			
2	Details of Contact Person			
a.	Name			
b.	Designation			
C.	Address			
d.	Telephone No.			
e.	Mobile No.			
f.	Fax No.			
g.	E-mail			
3	Details of Authorized Signat	tory		
a.	Name			
b.	Designation			
C.	Address			
d.	Telephone No.			
e.	Mobile No.			
f.	Fax No.			
g.	E-mail			



4	Information about responding firm / Company				
a.	No. of years of operation in India				
b.	Turnover (figures as per last	Yr1 (20)		
	three audited balance sheets	Yr2 (20)		
	are to be provided)	Yr3 (20)		
C.	Address of Head Quarter/Head Office				
d.	Address of Registered Office				
e.	Main Office in Gujarat				
f.	Office in Surat				
5	Forum of Business				
	The Forum Of Business You This Bid As?	Yes/ No	Registration (submit attested certificates)	Details copies of	Validity Date
Sole Proprietor? (Registration Number under Shops and Establishment Act.)					
Hindu Ur	ndivided Family?				
Partnership Firm?					

Public Limited Company under The Companies Act?		
•		
Private Limited Company under The		
Companies Act?		
State Govt. owned Undertaking/		
Corporation / Enterprise?		
· ·		
Central Govt. owned Undertaking/		
Corporation / Enterprise?		
Co-operative Society?		
Association of Persons?		
Any Other? Please Specify.		

Place:	Signature of Authorized Person:

Date: Designation:

Company stamp: Name:

B. Information of Authorized Signatory / Contact Person

Name	Recent Passport Size
Address	Photograph
Phone No.	
Fax No.	
Mobile No.	Signature
Email	
Web Address	Capacity/Designation
Name	Recent Passport Size
Address	Photograph
Phone No.	
Fax No.	
Mobile No.	Signature
Email	
Web Address	Capacity/Designation

C. Manufacturer's Authorization Form

MAF: FORM – A

(To be submitted online on OEM's letterhead duly signed by its Authorized signatory)

Date:

Tο

The Deputy Commissioner, Surat Municipal Corporation, Muglisara, Surat- 395 003

Sub.: Authorization to a channel partner/service provider for Bid for Annual Maintenance Contract for Dell Rack Servers [DC-ISD-SERVER-AMC-02-2023]

Dear Sir.

Please refer to your Notice Inviting Bid for Annual Maintenance Contract for Dell Rack Servers. << Name of the bidder>>, who is our reliable << Specify Status like authorized distributor/ dealer/ channel partner / implementation partner / Systems Integrator / Service Provider>> is hereby authorized to submit a bid, the purpose of which is to deliver the scope of work/services specified in the bid referred above for the goods manufactured by us.

We hereby extend our full warranty and service support, with respect to the services offered by the <<name of the bidder>>. For this purpose, we will ensure and provide <<Name of the bidder>> necessary spares and support. If <<Name of the bidder>> fails to maintain the machines for any what-so-ever reason or the tie up between our Company & <<Name of the bidder>> breaks down subsequently, we shall make alternative arrangements for honouring the OEM standard warranty terms during contract period.

Yours very truly,	
Name:	
Designation:	
Company:	

D. Self Declaration

FORM – B

Performa of Compliance letter

(To be submitted online on Bidder's letterhead duly signed by Authorized signatory)

To, Date:

The Deputy Commissioner, Surat Municipal Corporation, Muglisara, Surat- 395 003

Sub: Compliance with the bid terms and conditions, specifications and Eligibility Criteria

Ref: Bid for Annual Maintenance Contact for Dell Rack Servers [DC-ISD-SERVER-AMC-02-2023]

Dear Sir,

With reference to above referred bid, I, undersigned << Name of Signatory>>, in the capacity of << Designation of Signatory>>, is authorized to give the undertaking on behalf of << Name of the bidder>>.

I/We the undersigned, hereby submit our proposal along with the necessary documents. The information/documents furnished along with the above application are true and authentic to the best of my/our knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

I/We have thoroughly & carefully read, studied and understood the Bid documents including the technical specification, terms and conditions, instructions, etc. referred there in and the same are acceptable to our firm/company.

We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document, moreover the items bided are not end of life items.

We hereby confirm that we have obtained back-to-back 24*7 AMC for 3 years for Dell PowerEdge R730 rack Servers from OEM and all the components/parts/assembly/software which we shall replace/supply shall be original components/parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software shall be used.

I/We also state that our company is not black-listed / debarred by any of the Government or Public Sector Units in India as on the date of the submission of the tender.

Further, I/we agree to abide by all the terms and conditions as mentioned in the bid document. We have also noted that SMC reserves the right to consider/ reject any or all bids without assigning any reason thereof.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of SMC for disqualification will be accepted by us.

Thanking you,

For

- <<Name of the bidder>>
- <<Authorized Signatory>>
- <<Stamp of the bidder>>



Surat Municipal Corporation (SMC)

Price BID

Bid for Annual Maintenance Contract for Dell Rack Servers [DC-ISD-SERVER-AMC-02-2023]

Online Bid Start Date

November 28, 2023

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December 15, 2023

Information Systems Department (ISD)
Surat Municipal Corporation
Muglisara, Surat-395003

Price Bid



[Note: Must be submitted online, not to be sent physically]

PRICE BID

Item	Description	Quantity	Duration	Unit rate per year	Tax	Unit rate per year	Amount inclusive	Amount inclusive
No.			of AMC	exclusive of all	(%)	inclusive of all	of all taxes for 3	of all taxes for 3
			(In Year)	taxes (In Figure)		taxes (In Figure)	years (In Figure)	years (In Words)
Α	В	С	D	E	F	G=E + (E*(F/100))	H=G * D * C	I
1.	Server: Dell							
	PowerEdge R730	3	3					
	rack Servers							

Note:

- 1. The rates (Quoted in Unit Rate Column) should be exclusive of all taxes. The applicable taxes should be quoted separately in Tax column in Price Bid.
- 2. The L1 evaluation will be done exclusive of taxes.
- 3. The taxes at prevailing rate will be considered for payment purpose.

Place:	Signature of Authorized Person:
Date:	Designation:
Company stamp:	Name: