

# AMDAVAD MUNICIPAL CORPORATION



Invites

## E-TENDER

For

**PROVIDING COMPREHENSIVE FACILITY INCLUDING WORK-FORCE REQUIRED  
FOR SCANNING OF APPLICATIONS OF TAX DEPARTMENT AND E-SARKAR  
MODULE ALONG WITH REQUIRED COMPUTERS AND HIGH SPEED SCANNERS  
AT SEVEN ZONAL OFFICES OF AMDAVAD MUNICIPAL CORPORATION.**

**Tender No-AMC\_EGov\_2024/03**

### Important Dates

**Issue Date – 08-08-2024**

**Last Date & Time of Submission – 30-08-2024 16:00**

**Date & Time of Technical Bid Opening – 30-08-2024 16:30**

**TENDER Authored by –Computer (e-Governance) Department of AMC**

## 1. Invitation for the Tender and General Terms

### TENDER Notice and General Conditions

- 1.1. This TENDER Document is being issued to all the bidders, interested in participating in the Tender process for selection of a bidder for “Providing necessary Manpower along with required Hardware (Computer & high speed scanner) required for Scanning of applications of tax departments and operating E-Sarkar module at seven zonal offices of Amdavad Municipal Corporation”.
- 1.2. **Tender contract period shall be two year from the date of award of work-order. If successful bidder works satisfactorily then this contract can extend for one more year.**
- 1.3. Bidder agencies are advised to study this TENDER document carefully before submitting their proposals in response to the TENDER Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implication.
- 1.4. E-Tenders are invited by Amdavad Municipal Corporation, in two stage (1) Technical bid & (2) Commercial bid in the prescribed form for providing Hardware (Computer & high-speed scanner) & WORK-FORCE required for Scanning of applications of tax department and E-Sarkar module files at seven zonal offices of Amdavad Municipal Corporation from credible service providers with established track record. Tender is available on <https://tender.nprocure.com> & [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in) websites. All the amendments or corrigendum shall also remain available on the two links mentioned above. At time of opening Tender, first only technical bid will be opened. Commercial/financial bid of shortlisted Bidders shall be opened after evaluating technical bid.
- 1.5. At any time prior to the last date for receipt of bids, AMC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by an amendment, corrigendum or extend the timeline of the Tender at its sole discretion.
- 1.6. All bidders must submit **Bank details** and other details in the format depicted in **Annexure-6** with required documents.
- 1.7. If, during the Tender validity period, the Bidder withdraws his Tender, the Earnest Money Deposit shall be forfeited.
- 1.8. The Earnest Money Deposit (EMD) will be returned to the unsuccessful Bidders only after the decision is taken on this Tender item by the Municipal Commissioner. The earnest money deposit will be returned to the successful Bidder only after the submission of security deposit as per the prevailing rules and regulations of The Amdavad Municipal Corporation. The EMD shall be non-interest bearing and is refundable to unsuccessful Bidders.
- 1.9. The **bid should include all costs**—present and future—of all software licenses, assets, resources (computer, scanner & manpower) that the bidders may plan to use and any other foreseen or unforeseen incidental costs, regulatory burdens, tax rate change related liabilities and so on. This clause shall remain non-negotiable.
- 1.10. **Bidder must pay to manpower according to latest min wage rates as mandated by Labour Commissionerate, Government of Gujarat and shall comply with all the labour laws/circulars/notifications of Government of Gujarat/GOI. If bidder does not comply with them, strict action including penalties/termination/blacklisting shall be taken against the agency by AMC. Bidder shall have to produce the documents certifying the compliances related to all the labor laws of PF, ESIC, Shops and Establishment Act**

**2019 of Gujarat State, etc for the given month with the submission of invoices of the next month. i.e. compliance documents of November to be submitted with the submission of invoices of December.**

- 1.11. **Subcontracting & consortium** of the work is not permissible.
- 1.12. **All prices** (mentioned in this document or to be offered by the bidders) are to be mentioned in Rupees.
- 1.13. All prices should be uploaded as Commercial bid online on <https://tender.nprocure.com> web site only. No physical submission of commercial bid is allowed & tender will be rejected.
- 1.14. The bid should be inclusive of all taxes including GST – any change in tax structure by government of India or state government shall be borne by the bidder.
- 1.15. All disputes shall be subjected to Amdavad jurisdiction.

## **General Obligations for Bidder**

- 1.16. The Tender form is to be completed by ink or by typewriting without alteration or modifications. Changes if any must be initialed/signed by the person signing the Tender.
- 1.17. Additional pages must be serially numbered and all the annexures and attachments should be sent in a chronological order.
- 1.18. The Bidder shall be deemed to be disqualified if complete information, as called for, in the technical bid and commercial bid, is not provided.
- 1.19. Any Tender containing vague and indefinite expressions shall not be considered.
- 1.20. Bidders must furnish all technical data, descriptive literature, leaflet and supplementary description, current specification in **English language only**. They may point out any special features and advantages of the solution(s) offered by them.
- 1.21. No modification can be done in Tender once it is submitted to Amdavad Municipal Corporation.
- 1.22. While Tenders are under consideration, Bidders and their representatives or other interested parties shall refrain from contacting by any means to any persons or representatives of Amdavad Municipal Corporation on matters relating to the Tenders under study. If necessary, e-Governance department may be requested for clarification on Tender terms/clauses in writing through the contact e-mail provided in this document.
- 1.23. Drawings, data and descriptive literature as required in the specification must be submitted with the Tenders and shall include sufficient detailed performance information to allow evaluating the items that can ensure soundness, reliability, serviceability and efficiency. If drawings, data and/or literature are submitted that would require modification to meet the specifications, these modifications should be clearly indicated. Failure of information to show that the item offered conforms to the specifications may result in rejection of the Tender.
- 1.24. Any incidental expenses like – payments of stamp duties, fees, cess or any other expense which is part of contract signing, taking legal recourse and so on shall not be reimbursed by AMC.
- 1.25. Conflict of interest clause – the bidder should not have their relatives or they related to AMC in a way that may influence the process. No relatives of the bidders should be working in AMC as permanent employees (class/group 2 and above) or be related to elected body in power at the time of application of Tender.
- 1.26. All data and information related to AMC shall be deemed to be confidential and without prior permission of AMC, it shall not be shared with any third party.

## Bid Submission Process

1.27. Bidder shall register with the <https://tender.nprocure.com> for facilitating them in submission of the bid documents on the e-Tendering website; In case, any of the bidders is not registered, they will have to get the registration completed on their own.

1.28. **Online submission of Bids:** The Bidder shall complete the Financial Bid furnished as per the format mentioned in the commercial bid section on <https://tender.nprocure.com> .

**1.28.1. Financial bid shall be submitted only in electronic format on <https://tender.nprocure.com> ; no physical copy of financial bid shall be submitted. In case, financial bid is submitted along with the technical bid in physical, the bid shall be rejected.**

### 1.29. Physical Submissions

1.29.1. Bidder will have to submit the **technical bid physically** with all necessary documents asked in tender document including annexures. All documents along with the TENDER copy should be signed by competent person of the bidding firm.

1.29.2. Hardcopy of the technical bid should be sealed in one envelop and labeled "Technical Bid". "EMD" and "Tender fee or the Bid processing fee" should be sealed in second independent envelop and then both of them shall be sealed in one bigger Envelope.

1.29.3. **Bidder shall ensure that the physical copy of "Technical bid, EMD and Bid processing fee" is delivered either by hand delivery or Registered Post or Speed Post only.**

1.29.4. Any Tender submission with incomplete documents or in any manner, if it does not adhere to TENDER conditions/terms/clauses with regard to submission requisites is liable to be rejected.

1.29.5. Draft of Tender fee & EMD, Copy of Tender shall be duly signed and stamped on each pages of Tender and technical bid must be submitted in one sealed cover and shall super scribe "Tender No- AMC-TAX-APPLICATION-SCANNING-2022-23-11" with bidder/company's name and address, contact number of office and mobile number. Failing to do so, tender bid of the respective bidder shall not be entertained.

1.30. Cover of above said items will be submitted in the office of the – **"Tender Officer, Central Record Department, Amdavad Municipal Corporation, B Block, Mezzanine Floor, Sardar Patel Bhavan, Danapith, Amdavad - 380001"** through Hand delivery or Speed Post or Registered Post. No other mode of submission shall be considered for acceptance.

1.31. **Tender fee for Tender Document is Rs. 2,400/- (Rupees Twenty Four Hundred Only)** which shall be in favor of "The Municipal Commissioner, Amdavad" in a form of demand draft of any bank given in **Annexure-7** located in Amdavad city. Cheques will not be accepted in any circumstances. Tender fee is non-refundable.

1.32. **EMD for the Tender is Rs. 3,00,000 (Rupees Three Lakhs only)** which shall be in favor of "The Municipal Commissioner, Amdavad" in a form of Demand Draft or Bank Guarantee (which should be valid for six months from the last date of bid submission) of any bank given in **Annexure-7** located in Amdavad city.

1.33. Tender form not accompanied by Tender Fee and Earnest Money Deposit shall be rejected as non-responsive.

1.34. Any Tender offer received by AMC after the deadline for submission of Tender offer prescribed by AMC, pursuant to the clause above, shall be rejected.

## Post-Bid Submission Process

1.35. Bidders who qualified in technical qualification of tender shall become eligible for opening of

their commercial/financial bids.

- 1.36. Commercial bid of bidders who qualified in technical qualification of tender will be opened, the Tender with lowest bid from above list, which qualifies both technically and financially, will be selected for award of the contract. *Municipal Commissioner, Amdavad Municipal Corporation, however, reserves the right to reject any or all Tenders without assigning any reason before the signing of the contract or before the start of the actual work*
- 1.37. Once the successful bidder is declared, award of **contract** will be done from AMC as soon as possible. The selected Bidder for award of the contract shall sign an agreement on the government stamp paper of Rs. 300/- within 15 days from receiving order from AMC. The format for the agreement is shown in **Annexure-4**.
- 1.38. The contract signed by both the parties shall be considered as the acceptance of the offer and obligations thereof.
- 1.39. The selected Bidder shall have to pay the Security Deposit as per the prevailing rules and regulations of The Amdavad Municipal Corporation which at present stands at the rate of **5 (five)** percent of the consideration of total estimated invoice/bid value of the contract within 15 days from receiving order from AMC by Demand Draft payable at Amdavad in favor of Municipal Commissioner, Amdavad of any bank given in Annexure-7 having branch in Amdavad city only.
- 1.40. In case, the successful Bidder wishes to offer Security Deposit in the form of **Bank Guarantee**, the same should be in from of a bank guarantee of any bank given in **Annexure-7** having branch in Amdavad city only for 27 months period from date of work order. The Bank Guarantee shall be as per the enclosed format **Annexure-5** or in the format acceptable to AMC on stamp paper of Rs. 300/-.
- 1.41. In case the successful bidder fails to deliver on the objective requirements mentioned in the Scope of Work at any point of time, AMC reserves the right to offer the work to the next bidder i.e. L2, and in case he or she also refuses, then to the next bidder and so on, at a price which was agreed by the L1.

## Summary of Important Dates and Information

S. No	Information	Details
1.	TENDER No.	<b>Tender No-AMC_EGov_2024/03</b>
2.	Tender Issue Date	08-08-2024
3.	Non-refundable Tender Processing Fee	<b>Rs.2400/-</b> (Rupees Twenty-Four Hundreds Only)
4.	E.M.D.	<b>Rs.3,00,000/-</b> (Rupees Three Lakhs Only)
5.	Last date and time for submission of proposals (Physical Technical bid and Commercial bid Online on <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> )	30-08-2024 till 4:00 pm
6.	Opening of Technical Bids	30-08-2024 at 4.30 pm
7.	Addressee and Address at which bid proposal in response to TENDER notice is to be submitted	Tender Officer, Amdavad Municipal Corporation Sardar Patel Bhavan, Mezzanine Floor, Block-B, Danapith, Amdavad-380001
8.	Bid validity period	180 days
9.	Contact Detail	Assistant Manager (E-governance Department) E-mail Id:- Danapith@ahmedabadcity.gov.in

## 2. Qualification of the Bidder

### Pre-Qualification criteria

- 2.1. The Bidder should have annual turnover of at least Rs. 30 lakhs (Rs. Thirty Lakhs) in at least one of the last three financial years. CA certificate validating the turnover should be attached along with the bid. The Bidder should fill & submit these details on a separate sheet in the required format as per annexures given in this TENDER.
- 2.2. Bidder should have successfully completed similar works of scanning, data entry or any other work experience of Software or IT industry during last three years ending on March 31, 2024 as depicted below:
  - 2.2.1 Three similar completed works costing not less than the amount equal to 40 lakhs.  
(Multiple Orders of Single site/firm can be considered).  
Or
  - 2.2.2 Two similar completed works costing not less than the amount equal to 50 lakhs.  
(Multiple Orders of Single site/firm can be considered).  
Or
  - 2.2.3 One similar completed work costing not less than the amount equal to 80 lakhs.  
(Multiple Orders of Single site/firm can be considered).

**Above experience certificates should also categorically mention that all the labour laws have been complied to for the employed workforce under the said project/s.**

- 2.3. The bidder should have a registered office in Amdavad and the proof of the same in form of any of the following namely, corporate tax, property tax, light bills, telephone bills etc. to be submitted along.
- 2.4. The bidder should be ready to deploy the requisite manpower and resources as required in the document to successfully execute the project and one designated techno-admin official who is resident of Amdavad shall be provided. The bidder should have a valid GST number linked to the entity it represents. A copy of the same to be attached with the Tender application.
- 2.5. The bidder shouldn't have been disqualified or blacklisted from any government or semi-government entity or urban or rural local body.
- 2.6. **Bidder should have been registered with all the government agencies related to the compliance of labour laws like ESIC, EPFO etc. and documents certifying that are to be submitted. The documents for the same shall be submitted within the technical bid.**
- 2.7. The bidder should have a clean history of ethical conduct and shouldn't have a tainted past wherein they or any of their team members were convicted of any financial or civil or criminal offence.

### 3. Scope of Work

#### Scope of Usage

- 3.1. Successful bidder shall deploy minimum 14 sets of computer systems, high speed scanner (with minimum 70 PPM scanning speed) & manpower who scan the application received for Tax application of AMC and upload the same in Software module of AMC (2 sets at each zonal office is to be deployed).
- 3.2. In short Bidder will be responsible right from receiving the application from Tax department, scanning the attached documents, making document wise Pdf and uploading the same in the software module of AMC
- 3.3. If required, than bidder must supply more set with manpower per location at the location given by E-Governance department at same price discovered in tender for each location on monthly basis.
- 3.4. **All third-party licenses and rights (if they are required at all) have to be purchased by the successful bidder.**

#### Functional Requirements

1. The basic scope of this Tender is to provide yearly basis rate for providing Computer, high speed Scanner (Minimum speed of 70 PPM) & manpower at seven zonal office for high speed scanning work of application in required part in PDF format per application of tax department & any department for E-sarkar module. Upload them in module given by E-Governance department application wise.
  - a. On receiving work order from AMC, vendor will setup scanning facility as mentioned above at seven zonal offices of AMC.
  - b. The vendor will be required to setup and install all necessary equipment and infrastructure to carry out the allotted work on its own expense.
  - c. The vendor should provide enough equipment so as to complete the scanning work application wise provided by the tax/e-governance department/any department for E-sarkar. Delay in the completion of work will attract penalty to the vendor.
  - d. The Tax/E-governance department/Zone will provide space, electricity, lan connectivity, module in which scanned application will be uploaded & training to manpower how to scan application in part & upload scanned application in module to the vendor; all other necessary setup shall have to be done by the bidder on its own.
  - e. Entire operation is to be carried at seven zonal offices locations provided by related departments of Amdavad Municipal Corporation in Amdavad. If required than more location will be added.
2. Tax applications would be scanned at the department premises and the vendor shall be responsible for collecting them from different units of the department to carry out the scanning work. The documents would be received in lots as agreed mutually between the vendor and the department. The vendor shall provide sign-off on number of documents received from the department.
3. The vendor shall maintain a note of the Tax application document details in a register while collecting these documents. The log register should contain at least the following details :
  - a. No of the Tax application document / any other documents collected.
  - b. Collected from (AMC's Official).
  - c. Date of Collection.
  - d. Expected date of return.
  - e. Returned to (AMC's Official).
  - f. Returned by (Vendor representative).
  - g. Actual date of return.
4. After collection of documents by the vendor, it would be the responsibility of the vendor to maintain and return the documents in their original form to the End User Department. Any damage to the documents collected shall make the vendor liable for the same.



5. The vendor shall check for the number of Tax application documents/ any other documents in a file in presence of the representative of End User Department.
6. The vendor shall be responsible for removal of unwanted dust, removal of tags, pins, threads, rubber bands etc. and sorting & numbering of pages in the document file in the correct order.
7. The vendor will carefully unfold and flatten the documents to eliminate creases and wrinkles.
8. The vendor shall take special care in preparing the documents which are too old and that may not be in good physical condition and as very delicate they may not be directly image- captured. This may include (but not limited to) pasting of torn pages, straightening of pages, rebinding of files that cannot be image-captured directly. Some documents which are folded at the edges may even require ironing to straighten them. Documents should be prepared such that normal scanner can scan it.
9. The vendor shall take extreme care towards handling of documents so that their chronology is not disturbed or to maintain the sequence of records in the files. For example, Multi-page documents that must be kept together (e.g., a letter with an attachment)
10. Scanning of tax application/ documents for e-sarkar module:
  1. Scanning of tax application/ documents for e-sarkar module refers to the process where an electronic device such as a scanner is used for creating a digital representation of document in PDF format. The image obtained can be uploaded in module given by E-Governance department. Minimum 40 applications or 1000 pages must be scan by each manpower/set per day.
  2. Hence at each locations having 2 set of Manpower with computer scanner should scan at least 80 application or 2000 pages per day at each zone
  3. The size of documents may vary (A4/Legal/Letter).

Document Size	Type of Image Capturing	Resolution of Image Captured
A4/Legal/Letter	Colour	600 – 1200 dpi

11. The scanned tax application documents/ documents for e-sarkar module in required part shall be converted into PDF or other necessary format & uploaded in to given module in different part of application. All the pages of a application have to be stitched together to generate an exact replica of the physical file.
12. The vendor will be responsible for quality assurance and will go through all documents to see if they are complete and legible. The vendor will undertake Quality Assurance processes for all aspects of processing and post-processing of records including scanning; upload in given software module and return. The vendor's staff will perform quality control to ensure that each page is fully rendered, properly aligned, and free of aliasing/ distortions. When necessary (e.g., poor scanning of an illustration), the staff will re-scan from the original document and upload again it.
13. The vendor shall perform following image enhancement activities:
  1. The vendor shall ensure that the quality of scanned application is enhanced to the optimum level.
  2. The vendor shall perform skew/de-skew activities on the scanned document to make the image straight.
  3. The vendor shall carry out cropping and cleaning of images like removal of black noises around the text, providing equal margins around the text.



4. In case the documents are not legible, the vendor shall scan the documents at a higher resolution or in Gray scale. No extra payment shall be made for the same.
5. No document shall be scanned more than once if it is scanned properly and no blank pages shall be deleted if they are part of file. The blank page in a file is a page that is entirely blank, or has only page number, or has only rubber stamp.
6. The vendor will deploy skilled manpower resources for all the above mentioned activities within the specified time.
7. Post scanning tax application/ documents for e-sarkar module :
  - a. After scanning, the physical document would be pinned together/ tagged in the same form as it was given for image-capturing by the individual units of any department. At the end of the process all paper documents will be returned in their original form to the department.
  - b. Each page shall be serially arranged and shall be counted while giving the documents back to the department.
  - c. The vendor is required to produce report in No of tax application scanned/ documents for e-sarkar module, no of pages scanned application/ documents for e-sarkar module wise, no of pages file wise & total no of pages scanned in one working day excel or PDF format & submit the report to zonal tax department on daily basis.

## Support

1. The Successful Bidder will provide support for troubleshooting and enhancements during the contract period. Enhancement would include inclusion of all new browser/handset/devices/mobile platform OS released in the market within 12 months of the launch and also new market/industry related functionalities.
2. All required support & services for implementation, smooth operation and maintenance of all the hardware components
3. The Successful Bidder will have to include version upgrade and enhancements in services on account of industry dynamics as a part of the Annual Maintenance. Any development work of such type will be carried out by the technical team of Successful Bidder at no extra cost.

## 4. Implementation Schedule

### Major Timelines

- 4.1. **Award of contract** – No timeline is there for the award of work-Order, but it will be done at the earliest. If Award of Contract is not done after six months from the date of opening of financial bid, the Tender shall stand cancelled automatically and the successful bidder will have a right to claim EMD back.
- 4.2. Within 15 days of receiving the Work Order, the successful bidder will have to make the System live at all locations.
  - 4.2.1. In case, the successful bidder fails to make the System live within 15 days after award of the contract, AMC reserves the right to forfeit Earnest Money Deposit/Security Deposit. The decision of Municipal Commissioner shall be final in this regard and any grievances related to this shall lie with Municipal Commissioner alone.
  - 4.2.2. The solution thus provided by the bidder should be accompanied by a declaration and certification from the successful bidder that the System work without procurement of new third-party licenses and software etc.

## 5. AMC Scope and Responsibilities during Implementation

### Specific Responsibilities

- 5.1. AMC will provide place to work and sit for deployed hardware (computer & high speed scanner) manpower and lan connectivity to the successful bidder.
- 5.2. E-Governance department shall be the nodal agency to oversee implementation of the project/work and for any issues, Manager, E-Governance will be the nodal officer to whom issues should be escalated in writing.
- 5.3. AMC shall be responsible for providing contact details – via the e-Governance department – of the concerned officials in respective tax departments and zones.
- 5.4. AMC shall provide software module in which PDF of tax application will upload & give training to manpower how to scan tax application in different part & upload them in software module/e-sarkar module.

## 6. Support Terms and Obligations of the Successful Bidder

### Terms and Conditions

- 6.1. The successful bidder has to provide all the contact details (both phone numbers and email IDs) of all the team members with suitable escalation chart of officials from the lowest to the highest, including management persons in the format given in the Annexure-3.
- 6.2. Post exit period, till completion of two year from date of Go-Live & if extend for two more year, the successful bidder should provide support physically/remotely/virtually on written request of AMC through email.

## 7. Service Level Agreement

### General Terms

For Scanning Tax applications, Hardware supplied by the bidder should have a monthly uptime of at least 99.95%. Upon issuance of award of contract, the bidder needs to deploy the resources with required skills and experience within a period of 2 weeks from the intimation by the E-Governance Department.

Sr. No	Service	Expected Level	Penalty in case of breach
1	Deployment of personnel after receiving formal intimation of award of work from the E-Governance Department	Within 2 weeks from formal intimation.	10% of the monthly payment.
2	Solve the problem of resource (Computer/ scanner/ absenteeism of manpower) on the complaint of User Department/ E-Governance Department	Within one working day from formal intimation.	Rs. 500/- per complaint per day.

3	Breach of any clause stipulated in the Non-Disclosure Agreement	No breach permissible	Depending on the severity of the breach financial implications may be levied and/or termination may be invoked. Adequate opportunity shall be offered to the system integrator to put forward its stand.
4	Non-compliance with regard to anything related to Labour laws like PF, ESIC, Minimum Wage Rates, working hours etc.	No breach permissible	Penalty amount to two times the monetary value of non-compliance or more than that as deemed to be appropriate by authority.  Three instances of Non-compliances shall make the agency liable to be terminated from that point of time itself.

## 8. Payment Terms

### Payment Milestones and Other Terms

- 8.1. EMD shall be released as soon as the successful bidder submits Security Deposit.
- 8.2. Payments will be done on monthly basis after the bill is produced with Satisfactory Work Certificate from Tax Department of related Zone or Location.

## 9. Penalty Terms

### Penalty Rates

- 9.1. These provisions will be attracted for all aberrations and violations of SLAs, violations of intellectual property rights, causing inconvenience to AMC by behavior of the successful bidder which causes public embarrassment, violation of privacy of data and so on. Imposition of penalty shall be discretion of AMC subject to conditions and limits mentioned in this section as well as general terms in this document.
- 9.2. Maximum penalty for above cannot be more than 30 (thirty) percent of the total project cost quoted by the successful bidder.
- 9.3. Penalty amount shall be recovered from monthly payment. In case pending payments is not left than penalty will be recovered from bid security.

## 10. Disqualification

### Disqualification Conditions

- 10.1. Even though the Bidders meet the required criteria, they are subjected to be disqualified if Bidder or any of its constituent partner(s), director(s) have made misleading or false representation in the forms, statements, and/or attachments submitted; or - Been blacklisted by

Central Govt. organization / State Govt. organization / AMC / Any Municipal Corporation / ULB/ Jilla Panchayats etc.

- 10.2. Even though the Bidder meets the required criteria, they are subjected to be disqualified if, any of the directors, partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
- 10.3. Even though the Bidder meet the required criteria, they are subjected to be disqualified if, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.

## **11. Software Licenses, Data Rights, Intellectual Property and Privacy**

### **Intellectual Property Rights**

- 11.1. In case of all software registrations (License of software required registration – if any) liability will rest only on the successful bidder to get it registered in the manner prescribed and pay for it. The cost for the same has to be factored in the bid itself and not to be billed separately.
- 11.2. Registration of such licenses should be done under the name of The Municipal Commissioner, Amdavad Municipal Corporation.
- 11.3. If any copyright, trademark or any other intellectual property rights violation is done by the successful bidder, the liability for the same will rest on the successful bidder alone. Even if such a discrepancy is noted in future, so long as the application remains in operation, the successful bidder only shall be responsible for such liabilities which have arisen due to action of the bidder.
- 11.4. All data and information related to AMC shall be deemed as confidential and without prior permission, it shouldn't be shared with any third party.
- 11.5. The Successful Bidder shall indemnify AMC against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 11.6. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and AMC is required to pay compensation to a third party resulting from such infringement, the successful bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees.

## **12. Dispute Resolution and Arbitration**

### **Dispute Resolution**

- 12.1. If there is a dispute regarding interpretation of any clause or section of the TENDER, the sole right to clarify and interpret it shall lie with the Municipal Commissioner of AMC. It is advised that document should be read carefully before participate in bid.
- 12.2. Any notice given by one party to the other pursuant to this contract shall be sent in writing and confirmed in writing to the party's address. If there is any change in address of either party, it should be informed to the other party immediately and if a notice is not served due to change in address; it shall be the responsibility of the other party which changed the address. A notice which is served electronically over official emails provided by either party shall have equal value and force.
- 12.3. AMC and the successful bidder shall make every effort to resolve dispute amicably by direct negotiation in case of any disagreement or dispute arising between them or in connection with any of the terms & conditions of the contract or part of the terms & conditions of the contract or touching to interpretation of any or part of the terms & conditions of the contract.

## Arbitration

- 12.4. If, after thirty (30) days from the commencement of such informal negotiations, AMC and the successful bidder have been unable to resolve amicably a contract dispute, the dispute will be referred for arbitration to an arbitrator to be appointed by mutual consent whose decision will be final and binding on both the parties. The proceedings shall be conducted in Amdavad and as per Indian Arbitration & Reconciliation Act, 1996. The language of the proceedings shall be in English only. The award of such a processes shall be binding on both the parties.

## 13. Force Majeure

### Terms and Conditions

- 13.1. The supplier shall not be liable for forfeiture of his performance security, liquidated damages, or termination for default if and to the extent that his delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 13.2. For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of the Government in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 13.3. If the Force Majeure situation arises, the supplier shall promptly notify AMC in writing of such conditions and the cause thereof. Unless otherwise directed by AMC in writing, the supplier shall continue to perform their obligations under the Contract as far as it is reasonably practical, and shall use reasonable alternative means for performance not prevented by the Force Majeure.
- 13.4. A Force Majeure clause may be invoked by AMC also, especially in the situation which has acute financial stress on AMC and AMC may decide to wind up the project at a stage as it desires.

## 14. Exit Plan

### Transition Period Responsibilities of the Successful Bidder

- 14.1. All passwords and records have to be handed over to AMC e-Governance department.

### Transition Period

- 14.2. The last installment of the payment will be given only after successful transition is complete and a Successful Exit Certificate to this effect is issued by Deputy Municipal Commissioner (e-Governance).

## Annexure-1

### COVERING LETTER SPECIMAN

**From:**

To

Municipal Commissioner  
Amdavad Municipal Corporation,  
Sardar Patel Bhavan, Danapith Amdavad - 380001.

**Subject:** Tender for Providing Hardware (Computer & high speed scanner) & WORK-FORCE required for Scanning of application of tax department at seven zonal offices of Amdavad Municipal Corporation.

Respected Sir,

We hereby offer to supply the visitor pass management system and its features listed in the TENDER as well as various Annexures, as per specification attached herewith and those which shall be discussed and will be agreed upon during the implementation phase. Our quotations are shown in the attached Tender Schedule and Annexures. We will supply the designated solution at the prices quoted through online mode in the format desired) and in full compliance with the terms and conditions.

A receipt of the Tender fee of Rs. 2400/- (Rs. Twenty-Four Hundred only) Non- Refundable and Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rs. Three Lakhs Only) paid in the form of D.D. of the \_\_\_\_\_(name of the nationalized bank) is attached herewith separately.

	Bank name DD No.
Tender Fee Rs. 2400/- (Rupees Twenty-Four Hundred only)	
EMD Rs. Rs. 3,00,000/- (Rs. Three Lakhs Rupees Only)	

Yours faithfully,

Date: \_dd/\_mm/\_yyyy

Signature of Bidder (Including title and capacity in which Tender application is being made)

## Annexure-2

### 1. GST No. & PAN No.\*:

*\*Attach the copy of a document showing this GST & PAN number belongs to you.*

### 2. Bank Account Details\*:

Account number –  
Name of account-

Bank Name and Branch Address –  
IFSC Code–  
MICR Code-

*\* A cancelled cheque or certified bank account statement should be attached.*

### 3. Financial strength of the bidder:

Sr no.	Financial Year	Turnover (Rs. in Lakhs)
1	2021-22	
2	2022-23	
3	2023-24	
	Total	

*\*Attach the copies of the most recent financial statements.*

### 4. Permanent office\* address details:

Permanent Address as per official record	Contact Person Name and Designation in Organization	Email ID	Contact Numbers

*\*Attach the copies of the most recent Property tax bills or Electricity Bill or Telephone Bill or lease agreement of the place where office is located.*

### 5. Correspondence address\* of Amdavad and Staff for the Project:

Correspondence Address as per official record	Contact Person Name and Designation in Organization	Email ID	Contact Numbers

*\*Attach the copies of the most recent Property tax bills or Electricity Bill or Telephone Bill or lease*



agreement of Amdavad where office is located (if available).

**6. Experience Details\*:**

Sr no.	Year/ Period	Previous Experience (details of work executed)	Work Order Award Date	Completion Date	Name and Contact of Officials where work was executed
1					
2					
3					

**7. List of documents related to compliance of labour-laws to be submitted**

Sr no.	Particular Name
1	Registration certificate of EPFO
2	Registration certificate of ESIC

Signature of Authorized Representative of the Bidder

Name

Designation

Company's Stamp

# (Commercial Bid Form)

(Strictly to be submitted in online mode only )

## Annexure – 3

Sr. No.	Item	Total Amount per month per Location for one set (In Figures in Rupees Excluding GST) (A)	No of Locations (B)	Total Amount per month for seven zones with 2 sets at each zone and one for CNCD Dept (In Figures in Rupees Excluding GST) (C) = (A) x (B)	Total Amount for two years for seven zones with 2 sets at each zone and one for CNCD Dept (In Figures in Rupees Excluding GST) (D)= (C)x24	GST in % (E)	Total Amount for two years for seven zones with 2 sets at each zone and one for CNCD Dept (In Figures in Rupees (F) =(D) + ((D) x E/100)
1	Providing Hardware (Computer & high speed scanner) required for Scanning of application of tax department.		15				
2	Providing WORK-FORCE required for Scanning of application of tax department.		15				
Total							

**Notes:**

- i) Lowest total Amount per month for seven Locations shall define lowest bidder i.e. L1.
- ii) If AMC asks bidder to provide (Computer & High-Speed Scanner & WORK-FORCE) at other than above mentioned locations, Bidder must provide above facility as required (Computer & High-Speed scanner & WORK-FORCE) at price discovered in commercial bid.
- iii) If AMC asks bidder to provide services (Computer & High-Speed Scanner & WORK-FORCE) for one more year after completion of two years contract, Bidder shall have to work at discovered prices in the above price bid.
- iv) Bidder must pay to manpower according to latest min wage rates as mandated by Labour Commissionerate, Government of Gujarat and shall comply with all the labour laws/circulars/notifications of Government of Gujarat/GOI. If bidder does not comply with them, strict action including penalties/termination/blacklisting shall be taken against the agency by AMC.
- v) In the commercial bid under “providing WORK-FORCE required for Scanning of application of tax department” for one set (unit) per month, Bidder must have to enter amount equal to or more than Rs 17752/- ( that is --the minimum wage rate + PF-employer contribution+ ESIC charges as currently mandated by Government of Gujarat and respective authorities of PF and ESIC ) in A2.

Signature of Authorized Representative of the Bidder

Name  
Designation  
Company's Stamp

# Schedule C (Other Specimen and Forms)

## Annexure – 4

### CONTRACT AGREEMENT

THIS AGREEMENT made on the \_\_ (date) \_\_ day of \_\_ (month) \_\_, 2021 between the Amdavad Municipal Corporation (purchaser); of Sardar Patel Bhavan, Danapith, Amdavad-380001 (Address) hereinafter "the Purchaser" of the one part and \_\_\_\_\_ (Name of Supplier) of \_\_\_\_\_ (Address of Supplier) hereinafter called "the Supplier":

WHEREAS the Purchaser has desired to purchase Visitor Pass Management System with *total solution (Hardware, Software, Manpower) including Central Database* and has accepted a bid by the Supplier for the development and supply of the same services in the sum of Rs. \_\_\_\_\_ (the Contract Price in Words and Figures) hereinafter "*the Contract Price*."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the various sections of the TENDER and as per their general usage.

2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

2.1 The Technical Bid Forms and the Commercial Bid Schedule submitted by the Bidder;

2.2 Various terms and conditions of the bid as mentioned in the TENDER

2.3 The Purchaser's Notification of Award

3 In consideration of the payments to be made by the Purchaser to the Supplier as herein after mentioned, the Supplier hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the 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.

5 Particulars of the Visitor Pass Management System which shall be developed and provided by the Supplier are as enlisted in the enclosed annexure of this contract.

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Purchaser) In the presence of \_\_\_\_\_

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Supplier) In the presence of \_\_\_\_\_

## Annexure – 5

### SPECIMEN OF BANK GUARANTEE / SECURITY DEPOSIT

1. In consideration of the Municipal Corporation, Amdavad (Gujarat) India (here in after called the Corporation) having agreed to exempt \_\_\_\_\_(here in after called the Firm) from the demand under the terms and conditions of the Tender Notice No. \_\_\_\_\_dated\_ for the supply of *Visitor Pass Management System, a total solution (hardware, software, manpower) with Central Database*" (here in after called the Tender) of Security Deposit for the fulfillment by the Firm on the terms and condition contained in the Tender of a bank guarantee for Rs.\_\_\_\_ We, Bank \_\_\_\_\_(here in after referred to as "the Bank") do hereby undertake to pay to the Corporation an amount not exceeding Rs. \_\_\_\_against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said Firm of any of the terms and conditions contained in said Tender.
2. We \_\_\_\_\_ the Bank do hereby undertake to pay the amount due and payable under this guarantee, without any demand but merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of any breach by the said Firm of any of terms or conditions contained in said Bidder by reason of the Firm's failure to fulfil their obligations towards their Tenders. Any such demand made of the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.
3. We, \_\_\_\_\_ the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the validity of the said dues Tender, and that it shall continue to be enforceable till all the dues of the Corporation, under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged or till the Corporation certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Firm and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing, on or before the \_\_\_\_\_, we shall be discharged from all liability under this guarantee thereafter.
4. We, \_\_\_\_\_ the Bank, further agree with the Corporation that the Corporation shall have the full liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Tender or to increase or decrease the quantity or to postpone or cancel the said Tender and forbear or enforce any of the terms and conditions relating to the said Tender, and we shall not be relieved from our liability by reason of any such variation or extension being given to the said Firm or for any forbearance, act or commission on the part of the Corporation or any indulgence by the Corporation to the said Firm or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. We, \_\_\_\_\_ the Bank, lastly undertake not to revoke this guarantee during its, currency, except with the previous consent of the Corporation in writing. Dated the (date) \_day of. \_\_\_\_\_(Month)\_\_\_\_2023 for \_\_\_\_\_the Bank.

## Annexure – 6

### PARTY/SERVICE PROVIDER'S ENROLLMENT FORM



## Amdavad Municipal Corporation

### Party / Contractor / Service Provider's Enrollment Form

**Party Code**

(for Office Use Only)

**AMC Reg. No.**

**Registration Class**

**Full name (Owner)**

**Full Name (Company)**

**Present Address**

**City**

**State**

**Permanent Address**

**City**

**State**

**Telephone (O)**

**Mobile**

**eMail ID - 1**

**eMail ID – 2**

**Type of Company**

(Tick Wherever Applicable)

☐

Company

☐

HUF

☐

Individual

☐

Firm

☐

Partnership

☐

Others (Pls. Specify)

**PAN No.**

**TIN No.**

**GST No.**

**PEC No.**

P.F. Reg. No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

E.S.I. No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Bank Account Detail**

Bank Name & BRANCH	A/C TYPE	Account No.	MICR No.	NEFT/RTGS No.

**Name & Signature of Applicant with Seal**

**FOR OFFICE USE ONLY**

ENTER BY						
EMP. NO.						
DATE						
DEPARTMENT						
SIGN OF EMPLOYEE						

**VERIFY BY**


**AUTHORISED BY**


**IMPORTANT INSTRUCTION**

1	Form to be Filled in BLOCK LETTERS ONLY.
2	ALL DATES SHOULD BE IN "DDMMYY" FORMAT
3	Please provide copy of Bank Account's Pass Book with sign & seal of company or Cancelled Cheque
4	Please provide copy of PAN No. & GST Registration Form with sign & seal of company
5	Please provide copy of E.S.I. No. & P.F. No. IF APPLICABLE with sign & seal of company
6	Please provide Documents Related to type of Company if Pvt. Ltd. submit company memorandum copy
For more information e-mail us at <a href="mailto:egovtender@ahmedabadcity.gov.in">egovtender@ahmedabadcity.gov.in</a> OR contact E-Governance Department	



## Annexure – 7

A. Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

➤ All nationalized Banks

B. Guarantees issued by following banks will be accepted as SD/EMD for the period up to March- 31, 2022. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

➤ Commercial Banks:-

1. RBL Bank
2. Axis Bank
3. ICICI Bank
4. HDFC Bank
5. Kotak Mahindra Bank
6. IndusInd Bank
7. DCB Bank
8. Tamilnadu Mercantile Bank
9. Ujjivan Small Finance Bank
10. A U Small Finance Bank
11. Federal Bank
12. Equitas Small Finance Bank
13. Bandhan Bank
14. Standard Chartered Bank
15. City Union Bank

➤ Co-operative and Rural Banks Of Gujarat :-

1. The Mehsana Urban Co-operative Bank Ltd
2. The Ahmedabad Mercantile Co-Operative Bank Ltd
3. Nutan nagrik Sahakari Bank Ltd
4. The Kalupur Commerical Co-operative Bank Ltd
5. Rajkot Nagarik Sahakari Bank Limited
6. The Gujarat State Co-Operative Bank
7. Sarswat Bank
8. Saurashtra Gramin Bank