

# VADODARA MUNICIPAL CORPORATION



## **TENDER DOCUMENT FOR Supply & Installation Conference Room Solution**

Director (IT)  
Information Technology Department  
Vadodara Municipal Corporation  
Khanderao Market Bldg., Palace Road  
Vadodara – 390 001

Tender No. 197/26-27

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The information provided by the bidders in response to this Tender Document will become the property of VMC and will not be returned. VMC reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by VMC. It should not be reused or copied or used either partially or fully in any form.

Seal of Bidder

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Signature of Bidder

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## PRELIMINARY DEFINITIONS

- 1 **"Act"** means Gujarat Provincial Municipal Corporation Act, 1947.
- 2 **"Tender Document"** shall mean this Tender Document and shall include Introduction, Invitation for Bids, Instructions to Bidders, Scope of Work, Technical Requirements Specifications, Functional Requirements Specifications and the terms and conditions and Schedules, Annexure or addendum hereto, as may be amended from time to time.
- 3 **"Bidder"** means Bidder /Consortium partner, in relation responding to this tender.
- 4 **"PROPOSAL"** shall mean Request for Tenders.
- 5 **"Maintenance"** shall mean and include ongoing production support and small software modifications, bug fixing, enhancements, online and onsite help, support services and adaptation to changed environments.
- 6 **"Data"** shall mean the information in relation to the VMC made available to the Bidder for the project.
- 7 **"Contract"** shall mean the agreement to be entered into between VMC and the successful Bidder.
- 8 **"Bid Document"** shall mean the document submitted by the Bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.
- 9 **"Authorized Representative"** shall mean any person/agency authorized by either of the parties.
- 10 **"Rates/Prices"** means prices of supply of equipment and services quoted by the bidder in the Commercial Bid submitted by him and/or mentioned in the contract.
- 11 **"Services"** means the work to be performed by the implementation partner pursuant to this contract, as detailed in the scope of work.
- 12 **"Site"** shall mean the location(s) for which the contract has been issued and where the service shall be provided as per agreement.
- 13 **"VMC"** means VADODARA MUNICIPAL CORPORATION including all the related departments/branches availing the service from the Bidder.

## Bid Invitation Notice

Sealed and super scribed tenders are invited from national recognized agency working with either state or central government or semi-government worth sound technical and financial capabilities and processing the required equipments for the below mentioned work. The firm must be well established since last five years in the same field.

### Important Information for Bidder

1	Name of Work	Tender for Supply & Installation of Conference Room Solution
2	Bid Type	Two Bid (Technical and Financial)
3	Tender Fee (Non-Refundable)	Tender Fee of INR 4,000/- (Rupees Four Thousand) by Demand Draft only
4	Tender Issue Start from	22/06/2026
5	Pre-Bid Queries by email	Bidders shall have to post queries by email to <a href="mailto:it-projects@vmc.gov.in">it-projects@vmc.gov.in</a> , on or before 30/06/2026 up to time 03:00 pm
5	Last Date for Submission	On or Before 07/07/2026 up to 16:00 Hrs.
6	Earnest Money Deposit (EMD)	EMD of INR 92000/- (Rupees Ninety two thousand only) shall be either in form of Demand Draft in favour of "Vadodara Municipal Corporation" from any nationalized/scheduled banks, payable at Vadodara OR Bank Guarantee issued by Nationalized Bank including IDBI Bank/Private Banks – Axis Bank, HDFC Bank and ICICI Bank along with banks mentioned in the GR of Finance Department of Government of Gujarat (GR No: EMD/10/2015/508/DMO dated 27.04.2016) only in favour of "Commissioner, Vadodara Municipal Corporation".
7	Tender Validity	120 Days after the date of financial bid opening prescribed by VMC
8	Opening of Technical Bid	On 07/07/2026 at 16:00 Hrs.
8	Date & Time of opening of Price Bid	Will be intimated to the qualified bidders at a later date.
9	Submission of Tender Fee, EMD and Technical Bid	In seal Should be superscripted on envelope the name of work and strictly by <b>Post RPAD/Speed Post (Any other mode is not allowed.)</b> before 07/07/2026 up to 16:00 Hrs. to Director (IT), Information Technology Department, Khanderao Market Bldg., Palace Road, Vadodara-390001

Conditional tenders are liable to be rejected. The Municipal Commissioner, Vadodara reserves the right to reject any one or all tenders without assigning any reason thereof.

**Director (IT)**

VMC, Vadodara.

## **INSTRUCTIONS TO BIDDERS**

- 1 Bidders who wish to participate in this tender will have to register on website <https://tender.nprocure.com/>
- 2 Digital Certificate: Bidders who wish to participate in on line tenders will have to procure /should have legally valid digital Certificate as per Information Technology Act 2000 using which they can sign their Electronics bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions a Division of GNFC Ltd., who are the licensed Certifying Authority by Govt. of India.
- 3 All bidders should be Digitally Signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted:  

(n)code solutions  
A division of GNFC  
301, GNFC Infotower, Bodakdev,  
Ahmedabad - 380 054 (India)  
Tel: +91 26857316/17/18 Fax: +91 79 26857321  
E-mail: nprocure@gnvfc.net  
Mobile: 9327084190, 9898589652
- 4 The tender document can be downloaded from website <https://tender.nprocure.com/>.
- 5 Bidders who already have a valid Digital certificate need not procure a new digital certificate.
- 6 Bidders can prepare & edit their offers numbers of items before tender submission date & time. After tender submission date & time, bidder cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
- 7 Bidder shall submit their offer i.e. Commercial Bid in Electronic format on above mentioned website & Date shown above after digitally signing the same.
- 8 Rates submitted without digitally signed will not be accepted.

- 9 Rates in physical form will not be accepted in any case.
- 10 Bidders are advised to study the RFP document carefully before participating. It shall be deemed that the bidder has submitted his bid after their careful study and examination of the RFP document with full understanding of all the clauses in the entire body of the RFP and its implications. Bidders are also recommended to visit VMC and understand the requirements to allow them to propose the best fit solution.
- 11 Bids are to be submitted as per enclosed format only. Attach the certificates, brochures & other documents asked for in the RFP document. Provide additional supportive documents, wherever necessary.
- 12 This RFP document is non-transferable.
- 13 VMC shall not be responsible for any postal delay about non receipt / non delivery of the documents.
- 14 The Bidder shall bear all costs associated with the preparation and submission of its bid and VMC shall in no event or circumstance be held responsible or liable for these costs, regardless of the conductor outcome of the bidding process.
- 15 VMC shall make efforts to respond to any request for clarification of the RFP document in the pre bid meeting on the date, time and venue mentioned in the datasheet. Such response/clarification shall be to the extent possible be made in writing. The bidders would be required to submit their queries to VMC in writing atleast by the date and time mentioned in the data sheet. Queries not submitted within this deadline may not be taken up at the Pre Bid Meeting.

The queries must be submitted on the company letter head and in the following format. The queries must be sent either through in Person or scanned copy attached in email (it-projects@vmc.gov.in). Query sent through email should be brought in original during Pre bid meeting.

<b>Sr. No.</b>	<b>RFP Section No.</b>	<b>RFP Clause No.</b>	<b>Reference/Subject</b>	<b>Clarification Sought</b>

The queries not adhering to the above mentioned format shall not be responded to.

- 16 At any time before the deadline for submission of bids, VMC 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 amending, modifying and/or supplementing the same and the document shall be available on the internet. It is the responsibility of the bidders to look for the same.

In the event of any amendment, VMC reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment in to account while preparing their bids.

- 17 The Bidder shall quote price in clear terms. Breakup should abide by the Format for Commercial Bid. The rates quoted should be inclusive of GST and all other taxes. All prices shall be for delivery of services at VMC's premises up to the satisfaction of VMC or their representatives (if any).
- 18 The Commercial Bids should strictly conform to the formats to enable evaluation of bids and special care may be taken that the bid shaving any hidden costs or conditional costs will be liable for rejection.

The price components furnished by the Bidder will be solely for the purpose of facilitating the comparison of bids by VMC and will not in any way limit VMC's right to contract on any of the terms offered.

## **Scope of Work and Eligibility Criteria:**

### **Scope of the Work:**

VMC has central conference room at Khanderao market building, palace road, Vadodara. VMC requires CCTV camera base solution for Conference room with 5 Years of Warranty inclusive of their installation charges. The technical specifications required may be referred in "Annexure -B".

### **Eligibility Criteria:**

#### **The Bidder should**

1. Experience of having successfully supply of Windows License during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
  - Bidder should submit three completed work costing not less than the amount equal to 40% of the estimated cost
  - Or
  - Bidder should submit two completed work costing not less than the amount equal to 50% of the estimated cost
  - Or
  - Bidder should submit one completed work costing not less than the amount equal to 80% of the estimated cost
2. The bidder company has average annual turnover during last 3 years, ending 31st march of the previous financial year, should be at least INR 15.35 lacs, company has to produce Turnover certificate from Chartered Accountant or Income proof for last 3 years.
3. Provide Professional Tax paid receipt, for local vendor and for non-local vendor any of below proof required Company Registration Proof or Profession Tax Proof or Shop & Establishment Proof or Property Tax Proof at their office location.
4. Have GST registration, if applicable. Chartered Accountant certified would be required for the non-applicability of the same.
5. Back to back Warranty letter from OEM (Letter Require)
6. Be authorized distributor/dealer/ channel partner/Gold-Silver Partner of such manufacturer.

#### **Note:**



1. Provide the copies of work order mentioning against which point it should be considered for evaluation. Work Order documents fulfilling the qualifications as above should be mentioned against each Point.
2. The Bidder must attach valid documents in support to their Pre-Qualification as mentioned above. Without proper supporting documents, the bid proposals are liable to be rejected. The technical proposal should be submitted in hard copy.

# **Prequalification criteria and Bid Evaluation**

## **1 Period of Validity of Bids:**

- 1.1 Bids shall be valid for 120 days after the date of financial bid opening prescribed by VMC. Any Bid valid for a shorter validity period shall be rejected by VMC as non-responsive bid.
- 1.2 In exceptional circumstances, VMC may solicit the all Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be permitted to modify its bid/rates.

## **2 Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and VMC shall be in English or Gujarati language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English or Gujarati language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

## **3 Bid Security**

- 3.1 The bidder shall provide a true copy of the receipt issued by VMC against purchase of this tender Document, as part of the bid.
- 3.2 The successful bidder shall have to pay Security as per the rules of VMC prevailing at the time of the contract assignment
- 3.3 Security of the successful bidder will be discharged from VMC only after successful completion of the Contract and the Warranty Period.
- 3.4 The EMD Amount paid shall be forfeited:
  - 3.4.1 If a Bidder withdraws its bid during the period of Bid validity,
  - 3.4.2 Or if a successful Bidder fails:
    - a) to sign the Contract in the assigned time; or
    - b) to furnish the Performance Security in the assigned time.

#### **4 Period of Validity of Bids**

- 4.1 Bids shall be valid for 120 days after the date of bid opening prescribed by VMC. Any Bid valid for a shorter period shall be rejected by VMC as non-responsive.
- 4.2 In exceptional circumstances, VMC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.

#### **5 Format and Sending of Bid**

- 5.1 The Technical Bid and Financial Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. Written power-of-attorney accompanying the bid shall support the latter authorization. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature, failing which bid shall be rejected.
- 5.2 Any interlineations, erasures or overwriting shall be valid only if they are signed by the person or persons signing the bid. However the bidder should note that it is in their interest to avoid overwriting and if some corrections are required, they should be made by striking out the incorrect part with one simple line/words/figures and then writing the correct line/words/figures on top of the incorrect line duly signed by the bidder near the corrected portion.
- 5.3 Before filling in any of the details asked for, Bidders should go through the entire bid document and get the required clarifications; if any, from VMC before bidding.
- 5.4 The bidder has to submit the "Technical Bid" and the "Financial Bid" in two separate envelopes. Technical Bid and Financial Bid must not be in the same envelope and there should not be more than one Financial Bid in the envelope. The bid envelopes should be submitted strictly as stated below.

<b>Envelop No.</b>	<b>Content</b>	<b>Super Scribing as ...</b>
Env-Main	Env-01 & Env-02	Tender for Supply & Installation of Conference Room Solution PRO No. : 197/26-27

Env-01	Technical Bid	Technical Bid for Supply & Installation of Conference Room Solution (Env-01)
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5.5 The main envelop super scripted with "Tender for Supply & Installation of Conference Room Solution (Env-Main)"; should contain:

- This Tender Document duly filled with information wherever asked for.
- Demand Draft of EMD from nationalized bank only, in favour of the "Municipal Commissioner, Vadodara".
- Demand Draft of non-refundable Tender Form Fee (if the Tender Form is downloaded from website of VMC) from nationalized bank only, in favour of the "Municipal Commissioner, Vadodara".
- Copy of certificate of GST Registration of the Company.

Etc.

5.6 The envelope super scripted with "Technical Bid for Supply & Installation of Conference Room Solution (Env-01)"; should contain:

- Information with sufficient proofs of experience of undertaken/done.
- Photocopies of all the documents as mentioned in Technical Bid are to be enclosed. All the pages should be properly stamped, initialled by the authorized official and all pages should be serial numbered, placed and properly indexed. If the information written in the Technical Bid mismatches with the information contained in the referred enclosure's page sheet of Tender proposal or no enclosures are attached or referred, then it will be considered as NON-RESPONSIVE.

5.7 All envelopes shall also indicate the name and address of the Bidder to be returned unopened in case it is declared "late".

5.8 If the outer envelope is not sealed and marked as stated above, VMC will assume no responsibility for the Bid's misplacement or premature opening.

5.9 Bids should be sent through either **Registered OR Speed post only**. Telex, cable, e-mailed or facsimile bids will be rejected.

5.10 The EMD of unsuccessful bidders shall be refunded without interest within three months of the finalization of the Tender.

5.11 Envelope containing Financial Bids of only those bidders who qualify on the basis of evaluation of Technical Bid will be opened in the presence of

the qualified bidders' representatives at pre-specified time, date and place, which will be communicated to the qualified bidders well in advance. Financial Bids of technically unqualified bidders shall be returned unopened.

5.12 VMC Reserves the right:

- To terminate the offer or Letter of Intent (LOI) or agreement and to forfeit the EMD/Security Deposit of the successful bidder on submission of false information/mis-guidance/non-acceptance or non-compliance of offer in full or part at any stage.
- To seek any clarification or verify the credentials or documents submitted by the bidder, which are deemed to be necessary to decide this Tender.
- To accept or reject any or all offer(s) in part or full without assigning any reason thereof, before the award of the contract.

To reject the proposal if the bidder is directly or indirectly engaged in corrupt, fraudulent, collusive or coercive practices while competing the Tender and to blacklist the bidder for future transactions.

- 6** To reject the proposal if the bidder is directly or indirectly engaged in corrupt, fraudulent, collusive or coercive practices while competing the Tender and to blacklist the bidder for future transactions.

**7 Disqualifications**

A Bidder shall be disqualified and Bids will not be considered if

- a) The Bid documents submitted are incomplete and/or ambiguous in any respect.
- b) Non-compliance of provisions and requirements of the Bid documents.
- c) Any or all correction(s) or pasted slip(s) is/are not initialled, authenticated by the Bidder.
- d) The Bid documents are not submitted in the manner specified in the bid document.
- e) Eligibility criteria are not met with.
- f) Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will result in a disqualification.

**8 Late Bids**

Any bid received by VMC after the deadline for submission of bids prescribed by VMC, will be rejected and/or returned unopened to the Bidder.

## **9. Opening of Technical Bids:**

VMC will open all Technical Bids of those bidders who have submitted the EMD, Tender Fee and submit all eligibility criteria documents.

## **10. Technical Proposal - Evaluation Criteria**

- a) The Bidder shall duly fill in all the information specified in the pre-qualification criteria specified below. In the event of any additional information required by the VMC other than that specified in the pre-qualification criteria, the Bidder to the VMC shall duly submit such information in the prescribed time. It shall be expressly agreed herein by the bidder that he has read and understood the complete Tender Document and other documents / requirements and shall comply with the same.
- b) Tendering authority may ask the bidder for a Post-Bid Technical demonstration confirming the specifications of tender to qualify the technical bid, which would be evaluated by the Evaluation committee.
- c) Based on the results of the Technical evaluation, VMC shall then proceed to open and evaluate the **Commercial Bid**. The Commercial evaluation will take into account the information supplied by the Bidders in the Commercial Bid, and the same shall be evaluated in accordance with the evaluation criteria specified in the proposal.

## **11. Opening of Commercial Bids:**

Commercial Bids will be opened and compared after the technical evaluation has been completed for those Bidders whose Technical Bids reach the minimum standard needed for the task.

## **12. Announcement of Bids:**

The Commercial Bids will be opened, in the presence of Bidder's or their representatives who choose to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders. In the event of the specified date of Bid opening being declared a holiday for VMC, the Bids shall be opened at the appointed time and location on the next working day.

The Bidders/Bidder's representatives present at the Commercial Bid opening shall sign a register evidencing their attendance.

The name of Bidder, bid prices, total amount of each Bid, alternative prices (if any), etc. shall be announced by the VMC at the Commercial Bid opening.

### **13. Clarification of Bids:**

To assist in the evaluation, comparison and an examination of bids, VMC may, at its sole discretion, ask the Bidder for a clarification of its bid including breakdown of unit rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, VMC reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

### **14. Financial Evaluation**

- i. Financial bid will be evaluated only for the bidders who succeed in TQ
- ii. All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- iii. The Financial bids for the technically qualified bidders shall be opened on the notified date and time. They will be reviewed to determine whether the financial bids are substantially responsive or not. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- iv. The bidder quoting the lowest price to VMC shall be the Successful Bidder (L1) for the Project.
- v. Bidders shall be ranked L1, L2, and L3 etc. in increasing order quoted by them in their financial bid.
- vi. Any bidder who is quoting unreasonable price to become lowest bidder (abnormally low bids) shall be disqualified and EMD will be forfeited as per the procurement guideline of GoI, GoG and decision of commissioner, VMC.
- vii. The VMC would have the right to review the Proposals and seek clarifications where necessary. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted.
- viii. Financial Proposals of Bidders who do not qualify the eligibility criteria will not be opened and will be returned unopened.
- ix. The Proposal should be unconditional and any conditionality attached with the proposal may result in the rejection of the Proposal.
- x. The Financial bids for the technically qualified bidders shall be opened on the notified date and time. They will be reviewed to determine whether the financial bids are substantially responsive or not. Bids that are not

substantially responsive are liable to be disqualified at Authority's discretion.

- xi. Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.
- xii. If L1 bidder fails to submit the Security Deposit or Performance Bank Guarantee (PBG) and align the agreement as per the timelines and requirement defined in this RFP, L2 bidder will be invited for negotiations. In this case, L2 bidder will be asked to match the prices of L1 bidder. Final decision of awarding the project to L2 bidder will depend upon the mutually agreed price between both the parties (bidder and Authority).

### **Financial Evaluation - Summary**

The tender shall be evaluated through a two-stage process comprising Technical Evaluation and Financial Evaluation. Only those bidders who are found technically qualified and responsive to all eligibility, technical, and commercial requirements specified in the tender document shall be considered for the opening and evaluation of the Financial Bid. Any bid found to be technically non-responsive shall be rejected and shall not be considered for further evaluation.

The L1 bidder shall be determined based on the lowest total evaluated price quoted in the Financial Bid, calculated on the basis of the applicable rate contract / price schedule / BoQ. The quoted prices shall be inclusive of all costs such as supply, transportation, insurance, installation, testing, commissioning, statutory taxes, duties, levies, and any other incidental charges required for successful execution of the work as per the tender terms.

In the case of a rate contract, work orders shall be issued on a location-wise or requirement-wise basis during the contract period at the approved L1 rates. Vadodara Municipal Corporation (VMC) reserves the right to seek price justification for abnormally low bids, negotiate with the L1 bidder if required, or reject any or all bids without assigning any reason, in accordance with applicable procurement rules.

## **15. Award of Contract**

### **VMC's right to accept any Bid and to reject any Bid or all Bids**



Notwithstanding anything stated herein, VMC reserves the right to accept full or part of the Bid or reject any Bid, and to cancel/annul the bidding process and reject all Bids at any time before the award of the Contract, without assigning any reason and thereby without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidder's of the grounds for VMC's action/decision.

**16. Notification of Award**

**Notification to Bidder**

The Bidder whose Bid has been accepted shall be notified of the award by the VMC prior to the expiration of the period of validity of the proposal, by registered letter or by fax. This letter (hereinafter the "Letter of Acceptance") shall state the sum that VMC shall pay the Bidder in consideration of the execution, completion and maintenance of the work as prescribed by the Contract (hereinafter the "Contract Cost") in accordance with Payment Terms. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within Seven (7) days from the receipt of the Letter of Acceptance.

**17. Signing of agreement**

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and VMC shall promptly and in no event later than 7 days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. VMC shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

**18. Expenses for the Contract**

All incidental expenses of the execution of the Contract shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the VMC.

**19. Failure to abide by the Contract**

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of VMC with such penalties as specified in the Bid Document and the Contract.

## **20. Termination of Contract Termination for Default**

VMC may, without prejudice, to any other remedy for breach of Contract, by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason if

- The qualified Bidder fails to deliver any or all of the obligations within the time period(s) specified in the Contract, or any extension thereof granted by VMC.
- The qualified Bidder fails to perform any other obligation(s) under the Contract.

If the Bidder is in material breach of the representations and warranties contained in this Contract upon receipt of the notice of default, the Bidder shall, within a period of ten (10) working days thereof, vacate the premises of VMC and return all Intellectual Property of the VMC. The disputes, if any, shall be decided by the Municipal Commissioner, VMC whose decision shall be final and binding on the Parties.

## **21. Termination of Contract Termination for Default**

Termination of Contract VMC may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the SI and as it deems fit, terminate the contract either in whole or in part in the following ways.

- Termination by Default: for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule.
- Termination for Convenience: VMC by written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for VMC's convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.
- Termination for Non-Performance: If the SI fails to deliver any or all of the project requirements / operationalization / go-live / performance parameters (PERFORMANCE STANDARDS) of the project within the time frame specified in the contract; or

If the SI fails to perform any other obligation(s) under the contract.

- Termination for Insolvency proceedings: The Department may at any time terminate the contract by giving written notice to the bidder(s), if the bidder(s)

becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder(s), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. Bidder agrees to handover all requisite data in terms of code, documents, etc. along with requisite to the office of the VMC identified team in this case.

Prior to providing a notice of termination to the SI, VMC shall provide the SI with a written notice of 30 days instructing the SI to cure any breach/ default of the Contract, if VMC is of the view that the breach may be rectified.

On failure of the SI to rectify such breach within 30 days, VMC may terminate the contract by providing a written notice of 30 days to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to VMC. In such event the SI shall be liable for penalty/liquidated damages imposed by the VMC. The Security Deposit or performance Guarantee shall be forfeited by the VMC.

### **Consequences of Termination**

- In the event of termination of this contract, VMC is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to VMC and/ or succeeding vendor, as may be required, to take over the obligations of the SI in relation to the execution / continued execution of the requirements of this contract.
- In the event of termination of this contract, VMC shall have ownership over entire volume of delivered & installed software and hardware irrespective payment made to successful bidder.
- In the event of the SI being unable to service the contract for whatever reason, VMC would evoke the PBG/Deposits. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG/Deposits shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual

obligation(s) for which the Bidder is in default.

- VMC shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement

All plans, drawings, specifications, designs, reports, other documents prepared by the Vendor and materials for which part delivery payment is made in the execution of the contract shall become and remain the property of VMC and before termination or expiration of this contract the SI shall deliver all such documents, prepared under this contract along with a detailed inventory thereof, to VMC.

## **22. Termination for Insolvency, Dissolution, etc.**

Either party may at any time terminate the Contract by giving one month written notice. If the qualified Bidder becomes bankrupt or is otherwise adjudged insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to VMC.

In case the qualified bidder terminates the Agreement, it shall pay all the dues, if any, outstanding as at the end of the termination and facility will revert to VMC and VMC shall not be liable for payment of any compensation or damages of whatever nature and at the discretion VMC and on such terms and conditions, may continue till its validity. In such case, the qualified bidder will also require to provide all passwords, hard wares, software details and their manual to the VMC.

## **23. Termination for Convenience**

VMC reserves the right to terminate by prior written one month notice, the whole or part of the Contract. The notice of termination shall specify that termination be for VMC's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective. Upon termination of this Contract, VMC shall have the right to enter into an agreement with any third party for the Project and Maintenance and shall in no way be answerable to the Bidder for such acts. The Earnest Money Deposit and/or Performance Guarantee given to the VMC by the Bidder shall be confiscated.

## **24. Corrupt or Fraudulent Practices**

- 1) VMC requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, VMC defines for the purposes of this provision, the terms set forth as follows:
  - a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the VMC official in the procurement process or in contract execution; and
  - b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of VMC, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive VMC of the benefits of the free and open competition;
- 2) VMC shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices. Also, in such case, the deposits will be forfeited and the bidder will be blacklisted for doing any business with VMC for the period decided by the authority.

## **25. Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, the VMC's interpretation of the clauses shall be final and binding on all parties.

VMC may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

## **26. Any further correspondence may please be done at below stated address:**

Director (IT)  
**Information Technology Department**  
Vadodara Municipal Corporation  
Khanderao Market Bldg., Palace Road  
Vadodara - 390 001.

## Terms and Conditions of VMC

1. The **Tender will be** considered as **rejected if** (a) it is not accompanied by a D.D. for EMD **and** all the other documents asked, (b) Tender is not submitted in this prescribed Tender Form of VMC (**returning all the pages in**); with the stamp & signature of the authority on all the pages therein OR (c) tender contains vague & indefinite expressions and quoted with conditional rates.
2. VMC reserves the rights to accept or reject any/all Tenders without assigning any reasons.
3. **Printed terms and condition** of the Tender will not be considered as forming part of the Tender and offer. Cancellation of or not agreeing with any terms and conditions of VMC will not be entertained in any circumstances.
4. Modification and Withdrawal of Bids
  1. No bids will be allowed to be modified subsequent to the final submission of bids.
  2. No bid will allowed to withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
5. The selected Bidder for award of the assignment, (a) will sign an agreement on the Govt. stamp paper to be purchased by the bidder as per the prevailing rules and regulations of VMC and (b) will have to pay the security deposit, @ 3 % of the order value by D.D.
6. In case of non-receipt of Bid Processing fees and EMD as mentioned above within prescribed time, the bid will be rejected by VMC as non-responsive.
7. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and VMC in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
8. VMC is not responsible for delay, loss or non-receipt of tender documents sent by the post.
9. Selected bidder should not black listed in any Government/Semi Government or ULB.
10. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially

responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

11. **The Security Deposit** will be returned only after successful supply of the items and the E.M.D. will be returned only one year after completion of the warranty period.

**Security Deposit**

The successful bidder will be required to place **Security Deposit @ 3%** of the consideration of the Contract by Demand Draft or Banker's Cheque Payable at Vadodara in favour of the "Municipal Commissioner, Vadodara" of any scheduled/nationalized bank **within 15 days** from the date of notice of award of contract, 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.

12. About quoting the rates.....

- (a) Please quote your rates strictly on website viz. <https://tender.nprocure.com/> (e-Tendering Process) only. The rates quoted anywhere else will be rejected and any justification for the same by any bidder will not be considered in any circumstances. Doing so by any bidder will lead to disqualification of the tender.
- (b) Rates for all the items should be on a fixed and firm price basis for door delivery at destination; including packing, forwarding, freight, insurance, installation, supervision, etc.

13. **Quantity Variation**

1. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limit of  $\pm 50\%$ .
2. Payment for additional quantities within the variation limit shall be made at tender rates.
3. No claim shall be entertained or become payable for price variation of additional quantities.

4. Repeat orders for extra items or additional quantities may be placed within 3 years of the original request order. The Unit Rate mentioned in the Commercial bid formats shall be used for the purpose of "Repeat Orders" for respective items. However, based on the market trends, VMC retains the right to negotiate the Tender rate and/or request better specifications based on market and technological scenario. Delivery or completion period may be proportionally increased.
14. Both legal and equitable title to the material, equipments and software covered by the contract shall pass on to the VMC. In case of requirement, the Softwares registration liability will rest only on the Bidder. Such registration must be done under the name of Director-IT, Vadodara.
15. In case the item supplied and commissioned by the contractor does not meet the performance requirements, the contractor shall be liable to pay to the VMC, actual damages or compensation as assessed by it.
16. All documents, correspondence, decision and orders concerning the contract shall be considered as confidential and/or restricted in nature by the bidder and shall be not divulge allow to access to them by any unauthorized persons.
17. **Amendment of Bidding Documents (Corrigendum)**
  1. At any time prior to the deadline for submission of bids, VMC may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
  2. The Corrigendum/amendment to the tender, if required any, will be published on <https://tender.nprocure.com/> and [www.vmc.gov.in](http://www.vmc.gov.in) without any notice being published in the newspaper. Thus, Bidder must check above websites periodically during tender process.
  3. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids VMC, at its discretion, may extend the deadline for the submission of bids.
18. **Fraud and Corruption**

In case of Fraud and Corruption by bidder and/or manpower deputed for this service, VMC shall retain all rights to lodge Police Complaint/ FIR against bidder under various provisions of Indian Penal Code and any other penal law inforce including Information Technology act and Prevention of Corruption act.
19. In case the item supplied and commissioned by the contractor does not meet



the performance requirements as per specifications and documents, the contractor shall be liable to pay to the VMC, actual damages or compensation as assessed by it.

## **20. Taxes & Duties**

- a) The taxes if applicable shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) Revision of taxes, if any and as applicable, shall be handled as per Clause "Change in Laws & Regulations" of this chapter.
- e) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

## **21. 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 VMC, 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 VMC may recover the amount due, from any other payable dues with VMC 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 VMC shall be liable for the same.

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

**Vadodara Municipal Corporation GST No. is 24AAALV0111B1ZU**

22. **Penalty Clause:**

1. The amount of such penalties shall be subject to a maximum limit of 10 % of the purchase order value.
2. Penalty for any delay in supply and/or installation of equipment's at the specified locations will be deducted from the payment, @ 0.5 % of the total value of the purchase order per week of such delay or part thereof. If the delay is beyond tolerance period of VMC, then the purchase order and agreement will be cancelled, the deposits of EMD & SD will be forfeited and the bidder will be blacklisted for doing any business with VMC for the period as decided by the VMC authority.
3. **During the Warranty Period, maintenance and support time will be for round the clock round the year (as said 7x24).** If the complaints are not attended promptly and if the items are not successfully repaired within 48 clock hours. The penalty of INR 500/- per day of such delay will be charged, and the same will be deducted from the deposits. Also, if the delay in repairing is beyond tolerance period of VMC, then standby printers with proper specifications as per requirement shall have to be provided and installed with configuring them as per requirement of their usage.

4. VMC may make third party inspection of, if items Found Duplicate then, penalty will be deducted from the payment, @ 2 % of the total value of the purchase order and the bidder should replace new one.
23. The assignee will have to carry out the work beyond VMC's & Bidder's normal working hours and on holidays too, without any extra charges. The engineers should be available & approachable round-the-clock (24X7) through telephone.
24. Insurance shall be the responsibility of the bidder, who shall provide coverage for all items, against transit risks, incident to acquisition transport and door delivery of equipment up to destination. The coverage shall be as to allow complete replacement of any item lost or damaged. In case of damage or loss in transit up to destinations of door delivery, it shall be the responsibility of the bidder to initiate and pursue the claim with insurance company. The bidder shall take immediate steps to replace the damaged equipment/parts.
25. The ordered items should be processed and packed suitably as per slandered commercial practice. The bidder shall insert in each box, a packing list fully item-wise to show the box number, contents, gross and net weight and cubic measurements. One copy of the packing list should accompany the dispatched documents sent to consignee.
26. Materials used for the manufacture of the equipment of be furnished, shall confirm to the relevant International/Indian Standards. The design and workmanship shall be of superior quality so as to ensure satisfactory operation of the equipment. The design and production of equipment shall be in accordance with modern practices. All similar component parts of similar equipment shall be interchangeable with one another.
27. Both legal and equitable title to the material, equipment and software covered by the contract shall pass on to the VMC. In case of requirement, the software's registration liability will rest only on the Bidder. Registration must be done under the name of "Municipal Commissioner, Vadodara.
28. The device shall have minimum 5 Years onsite comprehensive warranty, after their complete installation. Additional warranty for further period will be treated as additional qualification.
29. During the Warranty Period, in case the fault cannot be rectified at the premises and the system/equipment needs to be taken out of the premises, Vender shall provide a standby system/equipment of similar/equivalent configuration till the

original system/equipment is replaced after rectification.

30. In case of failure of devices in warranty period, loss which occurs, due to device failures will payable by Bidder
31. In case of failure, replacement of devices and working as it is within 3 hours.
32. Support (telephonic, email, onsite) to be provided for resolution of any issues. The response time to be 4 hours with the resolution time of 2 working days.
- 33.. Maintenance services shall consist of on-sight quarterly preventive AND breakdown/corrective maintenance of the items with replacements of new one.
34. Complete Installation (with complete wiring, accessories, civil work etc.) with existing items is under bidder's scope.
35. VMC may go for third party inspection for quoted model of items. The payment for third party inspection will be in bidder's scope.
36. The selected bidder shall depute representatives (a) to supervise the unloading and transportation, so as to prevent any damages due to mishandling in these operations and (b) for installation of equipment's at the specified locations. The supervisory representatives shall be fully responsible for the respective operations and will give test before handling over the equipment's. The bidder free of all charges shall provide this service of the supervisory representatives.
37. A vendor is unconditionally bound to VMC's All Terms & General Conditions.
38. All the documents and data given by the bidder should be verified by VMC.
39. The selected Bidder or his employees will not disclose the content of documents to any person and allow its unauthorized use. The selected bidder should not also disclose the above to any of its existing or future clients.
40. All documents, correspondence, decision and orders concerning the contract shall be considered as confidential and/or restricted in nature by the bidder and shall be not divulge allow to access to them by any unauthorized persons.
41. Other than stated charges in tender, bidder will not claim any extra charges.

## **PAYMENT**

- (a)** No advance payment will be made.
- (b)** All payments shall be made in Indian rupees.
- (c) Mode of Billing and Payments**
  - i. The Bidder shall submit the invoices in duplicate to the client on firms printed bill forms indicating the work done for which payment is sought.
  - ii. **If the progress is not satisfactory and according to the agreed work program/schedule the payment may be withheld until such times the Bidder rectifies the required shortfall.**
  - iii. The Bidders shall thereupon promptly make any necessary corrections, and upon completion of such correction, the foregoing process shall be repeated.
- (d)** All payments under this contract shall be made to the accounts of the Bidders with the Bidders Banker.
- (e)** Suspension of payments: VMC may at any time during the term of the Contract, issue a written notice of suspension and suspend all payments to the qualified Bidder under the Contract, if the qualified Bidder fails to perform any of his obligations under this Contract. The VMC shall, prior to the suspension of the payments, request the qualified Bidder to remedy such failure within a period of 15 days from the date of issue of such notice of suspension. The notice of suspension shall specify the nature of the failure. In the event the Bidder does not rectify the failure within the specified time prescribed, the VMC shall have the right to terminate the Contract.

## **FORCE MAJEURE**

### **1. Force Majeure:**

- 1.1 Force Majeure Event: A Force Majeure Event shall mean occurrence of any of the events like acts of God, exceptionally adverse weather conditions, earthquake, cyclone, flood, volcanic eruption or fire or landslide, strikes or boycotts (other than those involving the Bidder or their respective employees/representative or attributable to any act or omission of any of them) interrupting supplies and services, an act of war, riot, terrorist or military action, industry wide or state wide or India wide strikes or industrial action which prevent execution of pick up stand / queue shed, which prevent the Parties from performing its obligations under this Agreement.
- 1.2 If the Bidder is rendered wholly or partially unable to perform its obligations because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event only and not due to other reasons whatsoever.
- 1.3 The Bidder affected by a Force Majeure Event shall notify VMC in writing of the occurrence of the Force Majeure Event as Soon as reasonably practicable of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

### **2. Dispute Resolution:**

- (i) In the event of any dispute arising with regards to the terms & conditions or interpretation of any clause of the agreement signed with the selected Bidder, the "Municipal Commissioner, VMC" shall be the sole arbitrator under the Indian Arbitration Act 1940 and whatever decision given by the "Municipal Commissioner, VMC" shall be final and binding on both the parties.
- (ii) Any dispute arises with regards to any terms and conditions of the agreement signed with the selected Bidder; it shall be solely subject to the

jurisdiction of the Vadodara courts.

### **3. Suspension and termination:**

- 3.1 If the Bidder shall be in Breach of any of the tender conditions, VMC, shall be entitled in its sole discretion and without prejudice to its other rights and remedies including its right of Termination hereunder, to suspend all or any of the rights of the Bidder including the Bidder's right. Such suspension by VMC shall be by a communication in writing to the Bidder and shall be effective forthwith upon the issue thereof to the Bidder.
- 3.2 If the Bidder makes remedy and rectify such cause, diligent then VMC efforts to shall allow the Bidder reasonable time and opportunity for such remedy or rectification.
- 3.3 The suspension of the rights of the Bidder by VMC pursuant to Clause 3.1 above shall be revoked by VMC forthwith upon the Bidder having remedied the Breach during such suspension period to the satisfaction of VMC unless in the meantime, the Bidder has been Terminated or debarred by VMC.

### **4. Damages for Breach of Agreement:**

- 4.1 In the event of Bidder being in material default and such default is cured before Termination, the Bidder shall pay to VMC as Damages, an amount of ₹ 2,00,000/- (Two Lacs only) per month or for part thereof, till such default is cured, in one instance within 30 (thirty) days of receiving the demand.
- 4.2 In the event of the Bidder being in default in the due and faithful performance of its obligations and failing to remedy such default within the specified period, VMC shall be entitled to forfeit the performance security and appropriate the same as damages for such default. Upon such encashment and appropriation of the performance security, VMC shall grant a period of 15 (fifteen) days to the Bidder to provide fresh Performance Security and the Bidder shall within the time so granted furnish to VMC such Performance Security failing which VMC shall be entitled to Terminate this Agreement.

## **5. Termination**

- 5.1 Bidder Event of Default the following events shall constitute an event of default by the Bidder (a "Bidder Event of Default") unless such Bidder Event of Default has occurred as a result of VMC Event of Default or a Force Majeure Event.
- 5.2 In case the Bidder terminates the Agreement, it shall pay all the dues, if any, outstanding as at the end of the termination and facility will revert to VMC and VMC shall not be liable for payment of any compensation or damages of whatever nature and at the discretion VMC and on such terms and conditions, may continue till its validity. In such case, the Bidder will also require to provide all passwords, hard wares, software details and their manual to the VMC.



## MISCELLANEOUS

**Execution of the Agreement:** It shall be the responsibility of the Licensee to get the Agreement executed on the non-judicial stamp paper of appropriate value under the Indian Stamps Act 1899 and registered if required under law, at its own cost and expenses under the Indian Registration Act 1908.

**Standards:** The services provided under the Contract between the VMC and the successful Bidder on stamp paper shall conform to the standards mentioned in the Technical Specifications. Where no applicable standards are mentioned, such standard shall be the latest issued by the competent institution governing that standard.

**Standard of Performance:** The qualified bidder shall implement the work perform its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry.

**Confidentiality:** The qualified Bidder, their personnel and their contractors hereby agree and undertake that during the term of the Contract, and thereafter, the Bidder agrees as follows:

- To maintain as confidential all Information (hereinafter defined), using such high degree of care as is appropriate to prevent any unauthorized use or disclosure, in any manner;
- Not to disclose, directly or indirectly, in any manner whatsoever, any Information to anyone;
- Not to make use of any Information which includes the results of any activities performed by the Bidder or any other data garnered by the Bidder, in any manner, directly or indirectly, for his own purposes or the benefit of anyone or any other entity other than the VMC;
- That the Information is the sole property of the VMC and that all rights, title and interest to the Information are held and owned by the VMC (and/or its affiliates) and disclosure or obtaining or procurement of the Information by him does not give him any rights or license as to the Information nor does it create any interest in his favour in such Information.

Any proprietary or confidential Information, including but not limited to what is stated above, relating to the tender document and/or Contract and/or VMC's business or operations shall be disclosed only with the prior written consent of VMC. For the purposes of this tender document and the Contract, the term "Information" shall be interpreted and construed as including any trade secret, technical information, know-how or confidential, or proprietary information in the possession or control of the VMC, whether such information pertains to the VMC or any third party and whether such information is protected under any laws or not and shall include the following:

- any information relating to the VMC's technology, processes, use of materials, data, archives, resources of any nature whatsoever and in any form whatsoever including inventions, discoveries, concepts, know-how, trademarks, copyrights, techniques, designs, schematics, specifications, drawings, diagrams, layouts, methods of processing and operational procedures;
- all information and other data that may be developed or designed by the VMC and/or any of its affiliates;
- information that describes the VMC's services, products and strategies, including but not limited to, processes, research and experimental work product administration and management;
- information relating to the VMC's (and/or any of its affiliates) existing or planned businesses or business initiatives, organization, marketing activities and materials, reports, studies, organizational restructuring plans, and financial information;
- confidential information and material of any third parties with which or whom the VMC conducts business or in respect of which the VMC has confidentiality and non-disclosure obligations;
- any information, as described above, procured, obtained or contained in any proposals, plans, information memoranda or correspondences maintained by the VMC or provided to any personnel including the Bidder;
- any document, agreement, correspondences, letters, records, working papers, specifications, lists of customers, lists of suppliers, drawings, notes, studies, manuals, schedules, test results or other documents,

computer print-outs, computer readable information or emails relating to the business of the VMC, whether internal or with any third party, which are not available for public view;

- any other information pertaining to or related to the VMC or its affiliates, associates or group companies, customers and suppliers, including, but not limited to, information related to overseas operations, including transaction processes, operations information.
- Rights in the Confidential Information
- All ownership and Intellectual Property Rights in the confidential information shall remain vested in the VMC.
- All passwords should be handed over to the Director (IT) or an officer who will be responsible as and when he asks.
- The ownership of all passwords, hardware base locking system (if any developed by the Bidder), keys will be solemnly of the Vadodara Municipal Corporation. There will not be any right of the Bidder on it in any form.

**Jurisdiction:** The Bidder will not, unless otherwise provided in the Agreement, directly or indirectly sell, transfer or assign sublet or otherwise part with the use whole or part of sites and facilities under this agreement to any person or party in any manner whatsoever.

**Waiver:** The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not in future be construed as waiver or a relinquishment of such terms, provisions, option, right or remedy but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

**Modification of Agreement:** Any modification/alteration to the terms and conditions of the Agreement shall be made by mutual consent in writing to be effective and binding

In the event that any clause/s mentioned in the Agreement is held to be void or not valid or not enforceable the said clause/s shall be deemed not to have been a part of the Agreement and the existence of such clause/s shall not invalidate or nullify the

Agreement and it shall continue to be in force uninterrupted and be binding on the parties hereto.

### **Supplier / Bidder's Obligations**

The Bidder is obliged to work closely with the VMC's staff, act within its own authority and abide by directives issued by VMC.

The Bidder will abide by the job safety measures prevalent in India and will free VMC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold VMC responsible or obligated.

The Bidder is responsible for managing the activities of its personnel and will hold himself responsible for any misdemeanors.

The Bidder will treat as confidential all data and information about the VMC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of VMC.

### **Patent Rights**

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 VMC's country, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and VMC is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. VMC will give notice to the Bidder of such claim, if it is made, without delay.

## **Delays in the Bidder's Performance**

- (a) Delivery & implementation of the software and performance of the services shall be made by the Bidder in accordance with the time schedule specified by VMC in the contract document.
- (b) If any time during performance of the contract, the Bidder should encounter conditions impeding timely delivery & implementation of the software and performance of the services, the Bidder shall promptly notify VMC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, VMC shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the Bidder and VMC, shall be at no extra cost to VMC.
- (c) Except as provided under the clause of Force Majeure, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of a penalty pursuant to the related penalty clause, unless an extension of time without the application of penalty was agreed upon in advance by VMC.

## Declaration by the Bidder

1. Particulars of D.D. attached against EMD: \_\_\_\_\_  
\_\_\_\_\_
2. Particulars of D.D. attached against Tender fee: \_\_\_\_\_  
\_\_\_\_\_
3. Validity Period of the Tender (*Minimum 120 days*): \_\_\_\_\_ Days.
4. Delivery Period (maximum 35 days): \_\_\_\_\_ Days.

***The above Terms & Conditions of VMC are acceptable to us***

\_\_\_\_\_  
**Signature of the Authority of Bidder**

\_\_\_\_\_  
Seal/Stamp of the Company

Name & Designation: \_\_\_\_\_

Mobile : \_\_\_\_\_ Email: \_\_\_\_\_

Landline No. : \_\_\_\_\_ Fax: \_\_\_\_\_

Bidder's Ref. No.: \_\_\_\_\_ Date: \_\_\_\_\_

## **ANNEXURE-A**

### **Anti-Blacklisting Certificate**

(On a Letterhead of the company)

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

We further confirm that we are aware that our Application for the captioned Project would be liable for of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2026.

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Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

## **Annexure - B**

### **Specifications & Quantity of requirement**

The proposed VC system should be standard based with separate camera system and HD audio video Interfaces. The system must be based on ITU standards & hardware based. No PC/software based solution will be accepted.		
S. No	Features	Specifications
1	Package	Full HD codec, 4k camera, Omnidirectional Microphone and Touch Screen/Panel. Codec, Camera and Omnidirectional Microphone should be from same OEM.
2	Video Standards	Latest video standards H.264, H.265 or higher.
3	Video Frame Rate	Should support 60 fps with 1080p resolution.
5	Video Features	<p>Ability to send and receive two live simultaneous video sources in a single call, so that the image from the main camera and PC or document camera can be seen simultaneously.</p> <p>Should support H.239 and BFCP protocols</p> <p>The system must have the ability to pair with laptop for sending content without any wires to the VC system.</p> <p>Must support Miracast and Apple Airplay.</p>
6	Video Input	<p>Should have at least 1 x HDMI inputs to connect Full HD camera.</p> <p>Must have 2 additional HDMI inputs to connect two laptops/PC/Camera for presentations supporting up to 4K30fps Resolution including 1080p60fps.</p> <p>Must have the 3 x RJ45 input ports in the codec for directly connect the 3 AVoIP Cameras. 1 x AVoIP camera to be proposed from day one with the Ethernet Cat5e connectivity cable of 3mtr from same VC OEM.</p> <p>Should support the ability to view and share presentations at a resolution of 1080p30, 4K 15 fps</p> <p>The device must be supplied with a presentation cable from the same VC OEM for seamless connectivity. The length of the cable must be at least 8 mtrs. with 4K resolution.</p> <p>Must have at least 1 USB -C input for Content Sharing @1080p30fps, 4K 15 fps</p>
7	Video Output	<p>Should have at least 2 no.'s of HDMI output to connect Full High Definition display devices for both Video and Content. (Dual Monitor Support). The codec should support up to 4K60fps resolution.</p> <p>It is desirable to have a third HDMI input so that a dedicated can be provided on the table for the chairperson to view the content.</p> <p>When not in a VC call, it should be possible to view presentation from two laptops on each of the screen so that users can collaborate.</p>
8	Audio standards supported	G.711, G.722, G.722.1, 64 kbps MPEG-4 AAC-LD standard must be supported..
9	Other Desirable Audio features	Noise Reduction, Automatic Gain control, Acoustic Echo Canceller, Active Lip synchronization on every mic input
10	Audio Inputs	<p>Should support 8 IP Omnidirectional Microphones via PoE (Audio over IP) for directional voice pickup. Three IP tabletop microphones should be provided day one. If required external PoE switch to connect IP tabletop microphones that should be provided day one from the same VC OEM.</p> <p>The pickup of the microphones should be about 10 feet from the microphone.</p> <p>The device must support the ability to connect a ceiling microphones such as a Seinheiser or Shure Tile microphone using AES67 or Dante.</p> <p>Echo Cancellation for every input must be available.</p>
11	Audio Outputs	Should support audio output
12	Camera	<p>The camera should support Presenter tracking. The camera should support 4K UHD resolution</p> <p>The PTZ camera must have a Pan range: +/- 170 degrees, Tilt range: -20 degrees to +90 degrees</p> <p>The PTZ Camera must have at least 10X optical Zoom and 5 X digital Zoom or higher.</p> <p>The PTZ Camera should have interface to connect HDMI or RJ45 (Video over IP).</p> <p>Video Conference Camera and Codec should be controlled using same touch panel.</p>
13	Network Interfaces	1 LAN /Ethernet--10/100/1000 Mbps full duplex
14	Bandwidth	H323/SIP up to 6 Mbps point-to-point.



15	<b>Network Capabilities</b>	Packet Loss Based Down speeding
16	<b>H.323/ IP Features</b>	QoS—Diff Serve
		IP adaptive bandwidth management (including flow control)
		Auto Gatekeeper discovery
		Auto Network Address Translation( NAT) support
		Standards based- Packet Loss Recovery feature
		System should support IPv4 and IPv6 from day one.
		Should support URI Dialing
		Support for H.245 DTMF tones in H.323
17	<b>Menu Control</b>	Password protected system menu
18	<b>Encryption of video call</b>	ITU-T standards based Encryption of the video call
		Call should be encrypted end-to-end on IP
		Should support Standards-based: AES Encryption via Automatic key generation and exchange. The same should be available in a call with Video with presentation (dual video)
		Ability to manually turn encryption ON/ OFF should be there.
19	<b>Management</b>	System Management using HTTPS and SSH
20	<b>Directory services</b>	Should support Local and Global directories
		Should support LDAP and H.350 protocols for directory transfer.
21	<b>Multipoint Capability</b>	Should support built-in multi conference capability to connect at least 1+3 sites at 720p30fps in a continuous presence mode. This should be available by adding a license key in future*
		All sites must be visible in a continuous presence mode with rate matching and transcoding such that different sites may connect at different speeds and protocols and still maintain a resolution of at least 720p
22	<b>User Interface</b>	In order to provide a good user experience, the unit must be equipped with an intuitive Touch Screen/Panel for controlling the VC unit.
		Must have ability to browse the directory, search a contact, Enable / disable speaker tracking, change layouts, mute/ unmute, increase-decrease volume.
		The user should have the ability to select between two presentation sources such as a fixed PC and a laptop from the user interface. Users should also have the ability to share presentation wirelessly.
		The Touch Interface should be able to provide Room information such as display Room Temperature, humidity, air quality, ambient light etc.
		Must have the capability to integrate with external control systems to control Blinds, Lights, air conditioning using the API's . The User interface must have the necessary icons for controlling the external devices
23	<b>USB Passthrough</b>	It should be possible to connect the Codec (directly or via external device) to a PC/Laptop and Make use of Camera, Mic and Display to work with any Soft Client applications such as Webex, Zoom, MS Teams, Vido, etc. The system should be supplied with 9 mtrs. single USB 3.0 cable from the same OEM for USB Pass-thru mode for seamless functionality.
24	<b>Cloud Integration</b>	It should be Possible to natively register the VC system with Microsoft Teams Room. . USB Pass-Thru mode functionality should also be available when the system is running in Microsoft Teams Room / Zoom Room mode.
25	<b>Cloud Interoperable</b>	The solution must support H.323 and SIP calls and be capable of joining meetings on major platforms such as Microsoft Teams, Zoom Rooms, Webex, and Google Meet, enabling cloud-based video calling features and experiences. Any licenses required to activate these features must be included and provided from day one.
26	<b>Warranty</b>	The complete solution should be from the same OEM with 5 years support and warranty from day of supply & Installation..

**A. Network DSP**

Sr. no.	Parameter	Description
1	Type	Should be digital - Dante protocol supported
2	Analog I/O	1x 2-ch Analog audio In; 1x 2-ch Analog audio out; 2 x Mic input on XLR port
3	Digital I/O	1x RJ45 for Dante- 16 in x16 out ; 1x USB2.0; Bluetooth 4.2; SIP/VoIP
4	Input/out port technology	Should support various Input /output of USB, VoIP,, analog, and Bluetooth
5	Frequency Response	Frequency Response 20Hz to 20 Khz
6	Latency	Should be less than 10 ms
7	USB Audio	Should support USB audio for software based VC application integration
8	Functionalities	Auto recognition over network, Auto Tuning/mixing of connected sources, Adaptive Echo Canceller, Noise Reduction, Dereverberation, Automatic Gain Control.
9	Operating Temperature	0 - 40 °C
10	Power	Should support PoE+(IEEE 802.3at), PoE(IEEE 802.3af)
11	Accessories	All required cables and accessories
12	Certification	CE/UL/FCC and Teams/Zoom software based video conference system

**B. Speakers**

Sr. no.	Parameter	Description
1	Type	Full range column array type powered speakers, Should be digital - Dante protocol supported
2	Components (LF/HF)	Minimum 1.5 inch x 16 nos. of full range drivers.
3	Digital I/O	1x RJ45
4	Frequency Range	80Hz to 20 Khz
5	Coverage	minimum 150° (H) x 25° (V)
6	Output power	Should be more than 100 dB Peak SPL
7	Protection circuit	Clip limiting, Over current/voltage protection, Under current/voltage protection
8	Design	Should be slim design with paintable grill to match with room aesthetic
9	Operating Temperature	0 - 40 °C
10	Power	Should support PoE+(IEEE 802.3at), PoE(IEEE 802.3af)
11	Accessories	All required cables and accessories
12	Certification	CE/UL/FCC

## **ANNEXURE-C**

### **On letterhead of Bidder**

**Sub: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division**

**Ref: Tender No.**                      /26-27

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfills all requirements in this regard and is eligible to be considered for procurement for Tender No.                      /25-26.

<b>Sr. No.</b>	<b>Item Category</b>	<b>Quoted Make &amp; Model</b>
1	Video Conference System Full HD codec, 4k Vision camera, Omnidirectional Microphone and Touch Screen/Panel. Codec, Camera and Omnidirectional Microphone with 5 Years Warranty	
2	Table Microphone Pro (w/11m cable), Microphone Array for table with 5 Years Warranty	
3	Cloud Subscription license for Video conference system with 5 Years Warranty	
4	Line Array Speaker (2 Nos.) • 16 x 1.5 inch (3.75 cm) full-range speaker units with neodymium magnets 8 port Full POE switch for Speaker (1 No.), Mic & DSP (1 No.) Connectivity Wide horizontal dispersion for uniform SPL over a wide area The vertical coverage can be selected from two modes, Normal and Wide Slim design complements any interior décor Available in basic black or white Enclosures can be painted to match surroundings Wall mount bracket supplied, Remote Conference Processor central audio signal processor of the ADECIA conferencing solution with 3 Years Warranty	

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise VMC reserves the right to take legal action on us.

(Signature)

Authorized Signatory of **M/s <<Name of Company>>**

## **Annexure-D**

### **Financial Bid Format**

<b>Sr. No.</b>	<b>Description</b>	<b>Qty</b>	<b>Rate/Unit with all the taxes</b>
1	Video Conference System Full HD codec, 4k Vision camera, Omnidirectional Microphone and Touch Screen/Panel. Codec, Camera and Omnidirectional Microphone with 5 Years Warranty (Rate should be inclusive of All Taxes) (VMC may ask for rate bifurcation)	1	0
2	Table Microphone Pro (w/11m cable), Microphone Array for table with 5 Years Support and Warranty (Rate should be inclusive of All Taxes) (VMC may ask for rate bifurcation)	3	0
3	Cloud Subscription license for Video conference system with 5 Years Warranty (Rate should be inclusive of All Taxes) (VMC may ask for rate bifurcation)	1	0
4	Line Array Speaker (2 Nos.) • 16 x 1.5 inch (3.75 cm) full-range speaker units with neodymium magnets 8 port Full POE switch for Speaker (1 No.), Mic & DSP (1 No.) Connectivity Wide horizontal dispersion for uniform SPL over a wide area The vertical coverage can be selected from two modes, Normal and Wide Slim design complements any interior décor Available in basic black or white Enclosures can be painted to match surroundings Wall mount bracket supplied, Remote Conference Processor central audio signal processor of the ADECIA conferencing solution with 3 Years Warranty (Rate should be inclusive of All Taxes) (VMC may ask for rate bifurcation)	2	0

Note: (1) Rates should be **Rate/Unit with all the taxes**. VMC may ask for bifurcation of rates with taxes (2) All the cabling will be in bidder scope. (3) Total rate should be consider on above table

\_\_\_\_\_  
**Signature of the Authority of Bidder**

\_\_\_\_\_  
 Seal/Stamp of the Company

Name & Designation: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Landline No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Bidder's Ref. No.: \_\_\_\_\_ Date: \_\_\_\_\_