

**Pimpri Chinchwad Municipal Corporation
Pimpri – 411 018**



**REQUEST FOR PROPOSAL (RFP)
FOR**

**Selection of Service Provider for Maintenance of Computer
Hardware, System Software and Maintenance of Network at
PCMC Offices**

OFFICE OF ADDITIONAL COMMISSIONER

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Tender Notice No. 3/2016-17

Price of the RFP document: Rs. 10,000/- (Non Refundable)



PIMPRI CHINCHWAD MUNICIPAL CORPORATION

PIMPRI , PUNE - 411018

Selection of Service Provider for Maintenance of Computer Hardware, System Software and Maintenance of Network at PCMC Offices

Tender Notice No.03 /2016-17

Pimpri Chinchwad Municipal Corporation (PCMC) intends to appoint a Service Provider for maintenance of computer hardware, network related work and system software at PCMC offices. The Successful Bidder will be selected based on the lowest fee payable by PCMC to the bidder after qualifying both Technical and Financial Criterion. More details about the bid submission procedure and the selection methodology are available in the Request for Proposal (RFP) document.

PCMC thereof invites bids from firms having experience as envisaged in the Request for Proposal (RFP) document. Interested Bidders may download the RFP document from the website of PCMC i.e. www.pcmcindia.gov.in from dt.01/06/2016, 2.00 p.m onwards. However, the Bidders shall pay Rs.10,000/- (Rupees Ten Thousand Only) towards the purchase of the RFP documents through the e-tendering system of PCMC while submission of Bid.

The bidders may contact Information & Technology Officer, PCMC on telephone nos. +91 (20) 67331110, 67331120, Fax: +91 (20) 27425600 for any further information/ clarifications.

ADVT.No.839 -

No.DIT/9/Kavi/398/2016

Date:- 31/05/2016

sd/-

Commissioner

Pimpri Chinchwad Municipal Corporation

Pimpri - 411018

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DISCLAIMER

Pimpri Chinchwad Municipal Corporation (PCMC) has taken adequate care in the preparation of the Request for Proposal (RFP). Nevertheless the Bidder should satisfy itself that the RFP is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received by this office, from any Bidder within five days from the date of issue of this document, it shall be considered that the issued document is complete in all respects and has been received by the Bidder.

Neither PCMC, nor its employees, consultants, advisors accept any liability or responsibility for the accuracy or completeness of, nor make any representation or warranty - express or implied, with respect to the information contained in the RFP, or on which the RFP is based, or any other information or representations supplied or made in connection with the selection process.

Neither PCMC nor its employees or consultants will have any liability to any Bidder or any other person under any law, statute, rules or regulations or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with any information contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of PCMC or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

Nothing in the RFP is, or should be relied on, as a promise or representation as to the future. In furnishing the RFP, neither PCMC, nor its employees, advisors undertake to provide the recipient with access to any additional information or to update the RFP or to correct any perceived inaccuracies therein.

PCMC or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.

PCMC reserves the right to reject any or all of the Bids submitted in response to the RFP at any stage without assigning any reasons whatsoever.

PCMC reserves the right to change any or all of the provisions of the RFP. Such changes will be intimated to all the Bidder.

PCMC reserves the right to change, modify, add to or alter the selection process including of evaluation criteria. Any change in the selection process shall be intimated to all Bidder.

1 SNAPSHOT

This section provides a snapshot of the RFP Document to the Bidder. The Bidder is expected to read the entire Document for details.

Name of the project	Selection of Service Provider for Maintenance of Computer Hardware, System Software and Maintenance of Network at PCMC Offices
Project description	
Hardware that needs to be covered	Repair / replace faulty hardware parts A list (schedule 2 of the part 2 of the RFP document) is provided which enlists details of the hardware
Contract period	1 (one) years from the date issue of work order.
Key dates	
Last date and time for submission	Dt.22/06/2016 3.00 PM.
Eligible entities	Companies registered under Companies Act, 1956/ Partnership Firms
Evaluation criteria (Technical and Financial)	
Technical	The Bidder shall have a minimum of 3 (three) years of experience with Central Govt./ State Govt./municipal corporation/Multi National Companies/ National and Schedule Banks from a single project in undertaking maintenance work of computer hardware and system software of a minimum contract value of Rs 35,00,000/-. The experience demonstrated should not be earlier than 1st April 2007.
Financial	Average annual turnover of Rs 1,00,00,000/- (Rupees one crore only) in the preceding 3 (three) financial years.
Bid Security amount	Rs.50,086/- (Rupees fifty thousand eighty six only)
Performance Security	Rs.2,50,428/- (Rupees two lakhs fifty thousand four hundred twenty eight only)
Estimated cost of the Project	Rs 50,08,564/- (Rupees fifty lakhs eight thousand five hundred sixty four only)
Bidding Parameter	Rs____/- (inclusive of all taxes including service tax) – Annual Fee payable by PCMC to the Service Provider
Payment to Service Provider	The payment to Service Provider as per the Fee quoted shall be made at the end of every 3 rd months in equal instalments.
Submission of Bid – Contents	
The following documents should be submitted through e-tender system of PCMC	

1	Covering Letter as per Section 6
2	Power of Attorney for the authorised representative as per Section 11
3	Description of the Bidding Company as per Section 7
4	Undertaking as per Section 10
5	Information format for technical capability as per Section 9 (and also attach the supporting documents as matter of proof)
6	Information format for financial capability as per Section 8 (and also attach the supporting documents as matter of proof)
7	Signed on each page of the Part 1 & 2 of the RFP document. The RFP document should be signed by the Authorised Representative as designated under Section 11 with the seal of the Bidder's company.
1	Commercial Proposal should be submit through online e-tender system of PCMC
PCMC contact details	
Address	Pimpri Chinchwad Municipal Corporation, Pimpri Chinchwad Municipal Corporation Main Building, Pimpri – 411 018 Maharashtra
Telephone	020 67331120
Fax	020 27425600, 67330000
Email	egov@pcmcindia.gov.in URL:-www.pcmcindia.gov.in

DEFINITIONS

Agreement/ Maintenance Agreement shall mean the Maintenance Agreement given in Part 2 of the RFP.

Bid/ Proposal shall mean as defined in the Clause 2.1 as submitted by the Bidder's in response to this RFP Document.

Bidder means a Bidding Company, as defined below that has submitted an RFP in response to this Document.

Bidding Company If the RFP for the Project is submitted by a single Business Entity, it shall be referred to as the "Bidding Company".

Bid Security/ EMD shall have a meaning as referred in Clause 3.9.1 of this Document.

Bid Validity Period shall mean a period of not less than 180 days from the last date for submission of the Proposal.

Business Entity shall mean a company incorporated under the Companies Act, 1956 OR a partnership firm registered under the Indian Partnership Act, 1932.

Commercial Proposal shall mean the information submitted as per Section 5 of this Document.

Contract Period shall mean a period of 1 (one) year commencing from the date of issuance of the work order.

Document /Request for Proposal means this Request for Proposal document

Letter of Award shall mean the letter issued by PCMC to the Successful Bidder and shall be as per terms mentioned in Clause 2.4.

Maintenance shall mean replacing or repairing faulty hardware as per the fault reported by the Project Officer

Performance Security shall have a meaning as referred in Clause 3.9.1 of this Document

Project Area shall mean PCMC Offices, Zonal and Ward Offices, PCMC's schools, hospitals, citizen facilitation centre etc .

Project Officer shall be the officer appointed by PCMC to oversee the working of the project.

Project shall mean Maintenance of Project Facilities in accordance with the provisions of this Agreement. The Service Provider also needs to undertake all the computer network management related activities including maintaining the servers in the server room

Project Facilities shall mean the list of equipments/ machineries listed in Schedule 2 of the Part 2 of the RFP document.

Successful Bidder The Bidder who interalia meets the following requirements (a) meets the technical and financial criteria and (b) who quotes *lowest Maintenance Fee* and adheres / consents to adhere to all other conditions laid by PCMC.

PROJECT BACKGROUND

1.1 BACKGROUND

Pimpri Chinchwad has witnessed a high population growth rate of around 100% in the last two decades. The population is estimated to reach about 17 lakhs by the year 2011. As the city continues to grow, the Pimpri-Chinchwad Municipal Corporation (PCMC), which is responsible for provision of infrastructure services, has to prepare to provide quality services to its citizens in all facets of infrastructure. The provision of quality infrastructure service requires adequate collection of user charges and other taxes from the users.

The vision of PCMC is to become a digitally governed corporation i.e. facilitating the citizen interaction with PCMC with e-governance facility. It has installed computers/ laptops, printers, networks, server facilities etc at all its offices. To facilitate regular upkeep and maintenance of this, PCMC invites proposals from Service Provider experienced in providing such type of services.

PCMC thereof invites bids from firms having experience as envisaged in this Request for Proposal (RFP) document. This RFP document details further the selection process, the minimum technical and financial eligibility criteria to qualify for undertaking this project, the process of bidding for this project and other terms and conditions.

1.2 SCOPE OF WORK

The scope of work of the Service Provider shall be as follows.

1. Maintain the Project Facilities installed in the Project Area
2. Supply and replacement of all defective parts / components of the Project Facilities
3. Undertake monthly cleaning of the Project Facilities.
4. Bear all cost of Maintenance of the Project Facilities.

The following shall not form scope of work of the Service Provider

- All consumables like paper, cartridges.

The Contract Period for providing the services in accordance with the scope of work shall be for a period of 1 (one) year.

In lieu of the services provided by the Service Provider, PCMC shall pay a fee quoted by Service Provider in the Commercial Proposal. The fee quoted by the Bidder shall be inclusive of all taxes including service tax. PCMC shall pay such fee at the end of every third month (from the date of commencement of work by the Service Provider and post issuance of work order by PCMC) in equal instalments.

The estimated the cost of providing such services as Rs 53,10,603/- (Rupees fifty three lakhs ten thousand six hundred three only)

The Agreement for the Project

PCMC will execute an Agreement with the Successful Bidder and if the Successful Bidder disagrees to any terms and conditions set forth in the Agreement, the Corporation will have the right to execute the Agreement with the next lowest Bidder.

The Successful Bidder will have to provide the performance security for the Contract Period, in the form of fixed deposit receipt (FDR) or bank guarantee (irrevocable) drawn towards "Commissioner, Pimpri Chinchwad Municipal Corporation" within **15 (fifteen) days** of acceptance of offer in the form of LoA. The FDR / bank guarantee should be issued by a nationalised or scheduled bank and should be payable at Pimpri. The Bid Security of the Successful Bidder (provided at the time of Bid submission) will also form part of performance security and is required to be maintained with the Corporation as performance guarantee till completion of the period of Agreement or termination of the Agreement.

2 DESCRIPTION OF THE SELECTION PROCESS

2.1 SELECTION PROCESS

The submission of Bids by interested parties in response to the RFP would be required to be as indicated below.

1: Technical and financial capability

2: Commercial Proposal/Bid

The Bids received would be subject to a prima-facie check for Responsiveness followed by a step-wise evaluation procedure as described below.

2.2 STEP 1: RESPONSIVENESS OF BID

The Bids submitted by Bidder shall be initially scrutinised to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

- a. Payment of Rs. 10,000/- (Rupees Ten thousand only) against purchase of RFP document through e-tendering by Electronic Banking System (EBS).It is not received by the due time and date as specified;
- b. Payment of Rs.50,086/- (Rupees fifty thousand eighty six only)as Bid Security through e-tendering by EBS.
- c. It is not received by the due time and date as specified;
- d. It does not contain sufficient information for it to be evaluated and/or is not in the formats specified;
- e. It is not signed and /or sealed in the manner and to the extent indicated in Section 3 of this RFP Document;

The Bid shall be considered to be substantially Responsive if it conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,

- a. Affects in any substantial way, the scope, quality, or performance of the Project, or
- b. Limits in any substantial way, inconsistent with the RFP Document, PCMC's rights or the Bidders' obligations under this Agreement, or
- c. Unfairly affects the competitive position of other Bidders presenting substantially responsive Bids.

A Bid once declared as "Non-responsive" and rejected, cannot be made responsive by the Bidder having corrected or withdrawn the non-conforming deviation or reservation.

The Bids of "Responsive" Bidder shall be evaluated in the following steps:

2.3 STEP 2: EVALUATION OF TECHNICAL AND FINANCIAL CAPABILITY

At this stage the technical and financial capability of the Bidder in undertaking the Project would be assessed. The Bidder would be evaluated on parameters as defined in Clause 4.1 and Clause 4.2 (criteria for evaluating technical and financial capability) and the Bidder found to be technically and financially qualified would be eligible for the next stage of the selection process.

The Commercial Proposal of the Bidders not found to be technically and financially qualified would not be opened and discarded from this selection process.

2.4 STEP 3: EVALUATION OF COMMERCIAL PROPOSAL

Evaluation of the Commercial Proposals would be undertaken as detailed in Section 5. A ranked list (in the ascending order of the price quoted viz, H1, H2.....Hn) of the Bidders based on the results of the evaluation would be prepared.

Subsequent to this process, the Letter of Award (LoA) would be issued to the Successful Bidder by PCMC. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution of the Agreement. PCMC will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be returned within 30 (thirty) days without interest on the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into an Agreement within 15 (fifteen) days from date of issue of the LoA.

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, PCMC reserves the right to

- a. call for fresh Bids OR
- b. take any such measure as may be deemed fit in the sole discretion of PCMC, including annulment of the bidding process.

2.5 MILESTONES AND TIME TABLE

<i>Milestones</i>	<i>Time and Dates</i>
Sale of RFP	<i>01/06/2016</i>
Receipt of queries till	<i>04/06/2016</i>
PCMC response to queries latest by	<i>08/06/2016</i>
Last Date and time of Submission of Proposal	<i>22/06/2016 Upto 3.00pm</i>
Opening of Technical Proposal	<i>23/06/2016(if possible)</i>
Opening of Commercial Proposal	<i>24/06/2016(if possible)</i>

In order to meet the above target dates, the Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. PCMC shall adhere to the above schedule to the extent possible. PCMC, however, reserves the right to modify the same and the intimation to this effect shall be given to all the Bidders.

3 PROCEDURES TO BE FOLLOWED

3.1 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, can be addressed to:

To

The Chief Information & Technology Officer,
Pimpri Chinchwad Municipal Corporation,
Pimpri – 411018
Maharashtra

It may kindly be noted that all the Clarifications should be faxed to 020-27425600/67331509 [Kind attention Chief Information & Technology Officer.

3.2 AMENDMENTS TO THE RFP

At any time prior to the last date for Receipt of Bid as indicated in the RFP time schedule, PCMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidders, amend the RFP by the issuance of Addenda.

Any Addendum thus issued would be in writing and sent to all the Bidders who have received and acknowledged the RFP Document and shall be binding upon them. Bidders shall promptly acknowledge receipt thereof to PCMC.

In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, PCMC may, at its discretion, change the last date for receipt of Bid.

3.3 SUBMISSION OF THE BID

3.3.1 E-tendering System

The complete process of tendering shall be managed through the e-tendering system of PCMC. The Bidder will have to be registered with the Computer Department of PCMC for participating in the bidding process for the tender. The detailed procedure for registration is detailed in Section 12 . After the submission of the required documents and payment of the registration fee, the Bidder shall be issued a key within seven (7) days using which the Bidder can participate in the tender submission online. More details about the e-tendering system operation are available at http://www.pcmcindia.gov.in/e_tender.asp. For resolving the queries associated with the e-tendering registration with the stores department of PCMC, please contact Stores Officer, PCMC.

3.3.2 Technical and financial capability

The Bidder shall upload the following Documents for technical and financial capability evaluation through the e-tendering system.

- a. Covering Letter as per Section 6
- b. Description of the Bidding Company as per Section 7
- c. Description of financial capability as per Section 8

- d. Description of technical capability as per Clause 4.1 and Section 9
- e. Format for undertaking as per Section 10
- f. Format for Power of Attorney for Authorised Representative as per Section 11
- g. Declaration of non association or disclosure of association with PCMC officers or PCMC or its Advisors and Consultants as per Section.
- h. Signed and sealed copy on each page of the RFP Document. The Document should be signed by the Authorised Representative with the seal of the Bidder.

3.3.3 Commercial Proposal

The Bidder shall fill in the online format of Commercial Proposal. The Commercial Proposal shall only be accepted through the e-tendering system.

3.3.4 Submission of the Bid

If any of the documents (scanned .PDF format) mentioned in Clause 3.3.2 is not being accepted by the e-tendering system, then the same can be submitted in person and not by registered post/courier, by placing it in a sealed outer envelope or a box, with the following inscription:

To,

The Additional Commissioner,
Pimpri Chinchwad Municipal Corporation,
Pimpri - 411018
Maharashtra

“Proposal for Selection of Service Provider for Maintenance of Computer Hardware, System Software and Maintenance of Network at PCMC Offices”

“Submitted by: Name, Address and Contact Phone Number(s) of the Authorised representative of Bidder”

If the envelopes are not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and liable for rejection. PCMC assumes no responsibility for the misplacement or premature opening of the Proposal submitted if the same is not in accordance with the prescribed format.

PCMC shall not be responsible for any delay in submission of the Bids. Any Bid received by PCMC after the deadline for submission of the Bids stipulated in Clause 2.5 shall be deemed to be non-responsive and will be rejected.

3.4 INITIALLING OF THE BIDS

Each page of the documents mentioned in Clause 3.3.2 should be initialled by the Authorised Representative of the Bidder.

3.5 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. No hard copy of the RFP will be sold by PCMC. The bidder has to download the copy from PCMC

website www.pcmcindia.gov.in .

2. Subletting of work is not allowed or permitted. Failure to comply with this provision will result in termination of agreement & forfeit of performance security.
3. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain the Covering Letter as per the specified formats may be considered Non-responsive and may be liable for rejection.
4. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid Non-responsive.
5. Bidders may note that PCMC will not entertain any deviations to the RFP at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents. Any conditional Bid shall be regarded as Non-responsive and would be liable for rejection.
6. The Bid and all related correspondence and documents shall be written in the English language only. Supporting documents and printed literature furnished by the Bidder along with the Bid may be in any other language, provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English will not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
7. No change in, or supplementary information to a Bid shall be accepted once submitted. However, PCMC reserves the right to seek additional information from the Bidders if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by PCMC, may be a ground for rejecting the Bid.
8. The currency for the purpose of the Bid shall be the Indian Rupee (INR).
9. The Bids shall be evaluated as per the criteria specified in this RFP Document.
10. The Bidder should designate one person ("Authorised Representative,") authorised to represent the Bidder in its dealings with PCMC. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The covering letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the entity thereof.
11. PCMC reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
12. PCMC also reserves the overriding right to reject any Bid pursuant to any change in the composition of the Bidding Company without ascribing any reasons whatsoever.
13. PCMC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
14. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. PCMC reserves the right to vet and verify any or all information submitted by the Bidder. If any claim made or

information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by PCMC, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of PCMC and if PCMC is adequately satisfied.

15. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. PCMC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

16. The Bidder may carry out Project site visit at any time at their cost. The Bidder would be granted permission by PCMC for visit of the Project Site on receipt of a formal written request, reasonably in advance of the proposed date of visit.

17. Legal jurisdiction pertaining or related to this RFP shall be at Pimpri Court only.

3.6 BIDDER'S RESPONSIBILITY

The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidders own risk. It shall be deemed that prior to the submission of Proposals, the Bidder has:

1. Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP Document
2. Received all such relevant information as it has requested from PCMC; and
3. Made a complete and careful examination of the various aspects of the Project
4. PCMC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.7 BIDDER'S RESPONSIBILITY

The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk. It shall be deemed that prior to the submission of Proposals, the Bidder has:

1. Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP Document
2. Received all such relevant information as it has requested from PCMC; and
3. Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - a. Bidders own validation of the Project Site and location of Project Facilities
 - b. Clearances obtained by PCMC for the Project; and
 - c. All other matters that might affect the Bidder's performance under the terms of this RFP Document.
- d. PCMC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.8 VALIDITY OF TERMS OF THE BID

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days from the last date for submission of the Bid. Non-adherence to this requirement

will be a ground for declaring the Bid as Non-responsive. However, PCMC may solicit the Bidders' consent for extension of the period of validity. Such request for extension shall be made by PCMC in writing. The Bidder agrees to reasonably consider such a request and shall send its response in writing. A Bidder accepting PCMC request for extension of validity shall not be permitted to modify his Bid in any other respect.

3.9 FEES AND DEPOSITS TO BE PAID BY THE BIDDER

3.9.1 Bid Security and Performance Security

1. Bidders are required to submit a Bid Security for an amount equal to Rs.53,106/- (Rupees fifty three thousand one hundred six only). The Bid Security shall be submitted through the e-tendering system of PCMC.
2. Bids of Bidder(s), who fail to furnish the above Bid Security, shall be liable for rejection by PCMC as Non-responsive.
3. Subject to the other clauses of this Clause 3.9.1, PCMC shall reserve the right to forfeit the Bid Security under the following circumstances:
 - a. If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity as per Clause 3.8 (or as may be extended).
 - b. If the Bidder, for the period of Bid validity:
 - i. In PCMC's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from PCMC in this regard.
 - ii. Refuses to accept the Letter of Award.

In the event that any Bidder is not found to be technically and financially qualified (i.e. for technical and financial capability), then the Bid Security of such Bidders can cease to be in force and its financial bid shall not be opened. The Bid Security in such cases shall be returned to the respective Bidder within 30 (thirty) days from such cessation without interest.

The Bid Security of the unsuccessful Bidder will be returned after 30 (thirty) days without any interest, following the signing of the Agreement by the Successful Bidder.

The Bid Security of the Successful Bidder shall be required to be maintained till the signing of the Agreement.

3.10 CONSEQUENCES OF NOT ADHERING TO THE PROCESS

The consequences of not adhering to the specific procedures laid hereinabove will lead to rejection of the Proposal.

3.11 RIGHT TO REJECT THE PROPOSAL

PCMC is not bound to accept any of the Proposals submitted. PCMC reserves the right to reject any or all of the Bids submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever. Any Bidder shall have no cause of action or claim against PCMC or its officers, employees, successors or assignees for rejection of their RFP.

4 TECHNICAL AND FINANCIAL CAPABILITY EVALUATION

Qualification will be based on the assessment of the technical and financial capability of the Bidders. The Bidders would be evaluated on eligibility criteria as defined in Clause 4.1 and Clause 4.2. The Bidders found to be technically and financially capable (i.e. fulfil both the technical and financial eligibility criteria) would be eligible for the next stage of the selection process.

4.1 MINIMUM ELIGIBILITY CRITERIA: TECHNICAL CAPABILITY

The Bidder shall satisfy the following criteria to qualify for the Project.

- a) The Bidder shall have a minimum of 3 (three) years of experience with Central Govt./ State Govt./municipal corporation/Multi National Companies/ National and Schedule Banks from a single project in undertaking maintenance work of computer hardware and system software of a minimum contract value of Rs 35,00,000/- (Rupees thirty five lakhs only). The experience demonstrated should not be earlier than 1st April 2007.

The Bidder should furnish the details of experience and furnish evidence to support its claim as per Section 9.

The Bidder shall also provide the CVs of all the employees. The minimum qualification criterion has been provided in Section 9.

4.2 MINIMUM ELIGIBILITY CRITERIA: FINANCIAL CAPABILITY

The Bidder shall satisfy the following criteria to qualify for the Project.

- a. The Bidder shall have an average annual turnover of at least Rs 1,00,00,000/- (Rupees one crore only) from services during the preceding 3 (three) financial years. Please provide details as per Section 8 sign and certified by the Chartered Accountant.

4.3 EVALUATION PROCESS

A Bidder qualifying on both the technical and financial capability criteria would be considered technically and financially capable. Only those Bidders who are found to be technically and financially capable would be considered for further evaluation.

4.4 TECHNICAL AND FINANCIAL CAPABILITY INFORMATION FORMATS

The information formats for submission of the technical capability information are detailed in Section 9. The Bidder is required to submit completion certificates/ agreements/ work orders along with any other supporting documents as proof for the technical eligibility criteria. The above-mentioned documents must be provided for the entity eligible to be evaluated under the technical capability.

The information required for the financial capability as detailed in Section 8 have to be certified by the Statutory Auditor. The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organisation abroad.

The Bid must also be accompanied by the audited annual financial statements to be evaluated for financial capability for the last three financial years.

In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the audited annual financial Statements for five years preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as Non-Responsive.

5 COMMERCIAL PROPOSAL EVALUATION

Only those Bidders who are found to be technically and financially capable would be considered for opening of the Commercial Proposal.

5.1 EVALUATION OF COMMERCIAL PROPOSAL

The Commercial Proposal evaluation seeks to select the Bidder offering the best commercial terms.

The Commercial Proposals of the qualified Bidders would be evaluated on the basis of the lowest fee in Indian Rupees payable by Pimpri Chinchwad Municipal Corporation for undertaking the entire scope of work detailed in this RFP document.

The fee quoted by the Bidder in the Commercial Proposal through the e-tendering system shall be inclusive of all cost for undertaking the project including the cost of remuneration of all experts and manpower deployed by the Bidder for the project, all out of pocket expenses, profits including all taxes and rates including Service Tax or any other replacement/ substitution of Service Tax.

The Commercial Proposals would be ranked in ascending order of the fee quoted, with the Bidder quoting the lowest fee being ranked first and the Bidder quoting the second lowest ranked as second and so on.

The Bidder offering the lowest fee would be preferred as a Bidder who subsequently be designated as the Successful Bidder after signing the Agreement.

The fee quoted should not have any conditionality attached or deviations as indicated in the RFP Document. Bids with conditions attached shall be treated as Non-responsive and liable for rejection at the discretion of PCMC.

In the event that two or more Bidders have the same lowest fee in the Commercial Proposal, PCMC may invite fresh Commercial Proposals from such Bidders. This process shall be repeated for three times if similar situation arises. However, even after taking such repeated steps the situation remains unchanged then the Bid selection would be settled through drawing of lots among the tied Bidders.

5.2 COMMERCIAL PROPOSAL: SUBMISSION

The Bidder shall quote the fee only through the e-tendering system of PCMC.

6 FORMAT OF THE COVERING LETTER

(The covering letter is to be uploaded by the Bidder. To be provided on the Company's letterhead)

Date:

Place:

To
The Addl. Commissioner
Pimpri Chinchwad Municipal Corporation,
Pimpri
Maharashtra

Sub: Selection of Service Provider for Maintenance of Computer Hardware, System Software and Maintenance of Network at PCMC Offices

Dear Sir,

Please find enclosed our Bid in respect of the project, "**Selection of Service Provider for Maintenance of Computer Hardware, System Software and Maintenance of Network at PCMC Offices**" in response to the *Request for Proposal* ("RFP") Document issued by the PCMC dated ----, 2011.

We hereby confirm the following:

1. The Bid is being submitted by _____ (*name of the Bidder*) who is the Bidder, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by PCMC and in any subsequent communication sent by PCMC. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from PCMC.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. We confirm that our Commercial Proposal does not contain any Conditions.
5. The Bidder satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
6. A Power of Attorney from the Bidder authorising the undersigned as the Authorised Representative who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc., in respect of the Project is included as a part of the Proposal.
7. We confirm that our Bid is valid for a period of 180 days from the last date of submission of the Bid.

For and on behalf of :

Signature :

(Authorised Representative and Signatory)

Name of the Person :

Designation :

7 DESCRIPTION OF THE BIDDER

Details of Bidder:

Name of the Bidding Company	
Address of the Registered/ Head Office of the Bidding Company	
Contact Number:	
Certificate of Incorporation / Commencement Certificate (if any)/	Submission of copy of the Certificate of Incorporation / Commencement Certificate (if any)

8 INFORMATION FORMAT FOR FINANCIAL CAPABILITY

Average Turnover (Rs in Lakhs)	Turnover (Rupees in Lakhs)*		
	31/03/2015	31/03/2014	31/03/2013

*As per audited annual financial statements of latest completed financial year

These above calculations have to be certified by the Statutory Auditor. The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organisation abroad.

Along with the format and calculations the Bidder needs to submit audited annual financial statements for the last three years from 31st March 2012.

The Bidder shall provide the audited annual financial statements (*with schedules*) as required for this RFP. Failure to do so would be considered as a Non-Responsive bid.

9 INFORMATION FORMAT FOR TECHNICAL CAPABILITY

Experience of the Bidder and Supporting documents

Qualification Criteria	Bidders Experience	Supporting Documents
<p>The Bidder shall have a minimum of 3 (three) years of experience with Central Govt./ State Govt./municipal corporation/Multi National Companies/ National and Schedule Banks from a single project in undertaking maintenance work of computer hardware and system software of a minimum contract value of Rs 35,00,000/-.</p> <p>The experience demonstrated should not be earlier than 1st April 2007.</p>	<p>1) Project Name and details of services provided:</p> <p>2) Project authority: Central Govt./ State Govt./municipal corporation/Multi National Companies/ National and Schedule Banks</p> <p>3) Project Cost:</p> <p>4) Start date of project:</p> <p>5) End date of project:</p>	<p>Only sales contract for computer hardware & system software shall not be considered as relevant experience.</p>
Qualification Criteria	Role	Qualification with number of years of experience
<p>List of employees employed by the company along with their qualification</p>	<p>Network Administrator</p>	<p>B.E in Computer Science or equivalent with Network management experience CCNA/MCSE certified with 2 years. . Experience shall be counted after the completion of Degree or Equivalent Certification.</p>

	Technicians staff	B.E/ Diploma in Computer Science or equivalent. with 1 year experience . Experience shall be counted after the completion of Degree or Equivalent Certification.
	Support staff (printer repairs)	Basic understanding of the hardware/software printer repairs

Supporting documents

The Bidder should provide details of only those projects undertaken by it under its own name. Project experience of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the experience. The independent auditor issuing the certificate should clearly indicate his / her membership assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organisation abroad.

10 FORMAT FOR UNDERTAKING

(To be executed on a Non-judicial Rs. 100 Stamp Paper as per the Stamp paper Act prevailing in the State of Maharashtra)

The information/ Documents submitted by us are true to our knowledge and if the information/ Documents so furnished shall be found to be untrue or false, the Bid shall be liable to be disqualified and our Bid security accompanying the Bid will be forfeited.

Also we are aware that if the information/ Document furnished are found to be untrue or false during the currency of contract, then our contract is liable to be terminated.

We hereby declare that we have made ourselves thoroughly conversant with the specifications, conditions laid by Pimpri Chinchwad Municipal Corporation ("PCMC") for this Bid and we have understood the same before submitting this Bid.

We hereby certify and confirm that in the preparation and submission of our Bid for the proposals listed below, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or in kind to any person or agency in connection with the instant proposals.

We agree that the amount of Bid Security shall be liable to be forfeited by PCMC, should we fail to abide by the stipulation to keep the offer open for a period of not less than 180 days from the date fixed for opening the same and thereafter until it is withdrawn by us by the notice in writing duly addressed to the authority opening the Bid.

Bidder _____

Address _____

Dated the _____ day of _____ 2016

Signature of Bidder

Witness

Address _____

Dated _____ day of _____ 2016

Signature of Witness

11 FORMAT OF POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

(On the Stamp Paper of min. Rs. 100 as per the Stamp paper Act prevailing in the State of Maharashtra)

Power of Attorney

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project **Proposal for Selection of Service Provider for Maintenance of Computer Hardware, System Software and Maintenance of Network at PCMC Offices**, including signing and submission of all Documents and providing information / responses to Pimpri Chinchwad Municipal Corporation ("PCMC"), representing us in all matters before PCMC, and generally dealing with PCMC in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____ (Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *In case of Bidders who are not resident in India, the Power of Attorney may be submitted on plain paper attested by any authorised officer of the Embassy of India and duly stamped by the Registration Department of the Government of Maharashtra.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter Documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter Documents and Documents such as a resolution/ power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *In case an authorised Director of the Bidder signs the Proposal, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.*

12 REGISTRATION PROCESS FOR E-TENDERING

Procedure of registration & submission of bid through E-Tendering system

A. Registration Process

For participating in the e-tendering process, the Bidder shall register with the Computer Department of the PCMC. Each registered Bidder will receive a permanent digital key through which the Bidder can participate in the Bid process. It requires minimum 7 (seven) days for receiving the digital key after verification of required documents. The registration process will be carried out through the Central Stores Department of PCMC.

The Bidders shall contact Chief Information & Technology Officer, PCMC main building, Pimpri-18 for completing the registration within the stipulated time. The Bidder shall contact Mr. N.D. Poman, Chief Information & Technology Officer, Information & Technology department, 4th Floor, PCMC main building, Pimpri -18, for any technical query regarding receiving of digital key after submission of registration document.

Following is the list of formats required to be filled for registering with PCMC for participating in the Bid through e-tendering system. The forms are also available for download at http://www.pcmcindia.gov.in/e_tender.asp

1. Fill-up the registration form format (refer below in this Section 13) duly stamped (company seal) and signed by the person under whose name the company has to be registered.
2. Fill-up the certificate application attestation form (refer below in this Section 0).
3. Fill-up the letter of employment (refer below in this Section 14). This should be on the company's letterhead.
4. Fill-up the signature verification letter (refer below in this Section 15). It should be either on company's or banker's letterhead.

All the true copies to be submitted should be signed by the person under whose name the company is to be registered and should carry the company's seal. The person under whose name the company is to be registered is not required to be physically present to complete the registration process, if all the required original documents for registration are shown during the registration process. The photograph of the individual on the form should be partly stamped with the company's seal. Please note that Bidder has to use the standard formats mentioned herein wherever specified to do so. Any deviation from the format specified will result in rejection of the application for registration.

Following is the complete list of supporting documents required for registration process in addition to the forms mentioned above.

1. Original and true copy of the Pan Card of the company.
2. Original and true copy of the Service Tax or Vat Registration number of the company.
3. Original and true copy of the Pan Card of the individual under whose name the company is to be registered.
4. Original and true copy of Certificate of Incorporation or registration of the company.
5. Five passport size photographs of the individual under whose name the company is to be registered. This will be counted separate than the one pasted and stamped on certificate application attestation form.

6. Original and true copies of any three ID proof mentioned in point 5 (a) and (b) under instruction to applicant of certificate application attestation form (refer below in this appendix point B).
7. Original and true copy of residential address proof of the individual under whose name the company is to be registered. The acceptable documents are mentioned in point 5 (a) and (b) under instruction to applicant of certificate application attestation form (refer below in this Appendix 'B').
8. Letter of authorization on company's letterhead mentioning the name of the person under whom the Bidding Company is to be registered. The letter should be signed jointly by the company's director and the individual. The letter should carry company's seal. (no standard format is specified).
9. Registration charges of Rs 3000/- (Rupees three thousand only), cash or DD in favour of "The Commissioner, Pimpri Chinchwad Municipal Corporation" payable at Pimpri.

B. Bid Submission

A step-by-step procedure with the help of screen shots has been illustrated below to facilitate the bidding through e-tendering system. The Bidder may contact e-Governance Department for resolving the technical difficulty in bidding for the Project. PCMC shall not be held responsible for any errors or mistakes arising out of the bidding.

Step 1 - Select the Tender and Make Payment

Note: The respective figures for "tender form fee", "EMD amount", "total tender amount", "paid amount", "total amount to pay" shall appear on the screen. The Bidder is not required to fill in this information. The Bidder has to select the tender by clicking the drop down "Tender no." and thereafter click the tab "Make Payment".

STEP 2 - Click on "Show Tender" tab and click on "Open" tab to Bid for the tender

Tender List					
Vender Name: <input type="text" value="Dummy For Medical Ritesh Dist"/>		Registration No: <input type="text" value="MED125"/>			
Payment Not Made					
Tender No.	Date Of Submission	Department	Value	Stage	
Payment Made Successfully					
Tender No.	Date Of Submission	Department	Value	Sign Docs	Stage
Dummy Tender 2/2010-11	28/10/2010	ENGINEERING	493395.00		Open
MyComputeTender	16/10/2010	ENGINEERING	5900.00		Open

After payment is made successfully, the bidder shall select the tender and click on "Open" tab for entering the bid for the tender.

STEP 3 - Insert quote

You have made payment successfully - 1.0 ,you can bid & submit this tender

Tender Name:
Tender Open Date: 31/08/2011
 Tender Close Date: 31/08/2011
 Tender Close Time: 15.00

Tender Value: .00 Bid Value: Difference:

Bidder Name:
 Tipping Tender:

Enter rate in 'Rate' field As Per Tender Conditions

Item Name	Quantity	Product No.	Company	Rate	Amount
1 <input checked="" type="checkbox"/> Tipping Fee For First Year (Rs per metric Tonne) We agree that the above Tipping Fee Shall be inclusive fo all taxes and duties including services tax.	1			<input type="text" value="25"/>	<input type="text" value="25"/>

I have read all terms & codbions from Tender Document/Tender Form/B1 form & Schedule B for Civil.I accept all these terms & conditions.

Note: The Bidder after making the payment and clicking on the "Open" tab shall view this screen. The Bidder has to click on "Bid" tab and then fill in the rate under "Rate" tab. The system shall automatic all calculate the Amount. The bidder has to then click on "Save" tab followed by "Sign" tab and finally "Submit Tender" tab. Only after the "Submit Tender" tab is clicked, the bid is accepted by the e-tendering system. In case the bidder wants to change its bid before clicking on the "Submit Tender" tab and before the final date of submission, the bidder has to click on "Cancel" tab and repeat the process from Step 2.

More details about the e-tendering system operation is available at http://www.pcmcindia.gov.in/e_tender.asp

13 CORPORATION REGISTRATION FORM FORMAT

(Copy should be submitted in person for registration along with attested (i.e with company seal and signed by Authorised Representative of the Bidder) true copy. Original document should be carried for verification during registration)

PIMPRI CHINCHWAD MUNICIPAL CORPORATION

PIMPRI – 411018.

APPLICATION FOR E-TENDERING REGISTRATION

NAME OF DEPARTMENT: Addl.Commissioner (PCMC) _

- 1) Applicant / Firm/Company Name _____
- 2) Owner/Partner/ Name of Director _____
- 3) In case of Partnership Firm Registration Certificate No. _____
- 4) In Case of Company Reg. Certificate No _____
- 5) Office Address _____
- 6) Correspondence Address _____
- 7) Tel. Nos _____ Office _____ M.No _____
- 8) Registration for Which Dept. _____ Grade _____
- 9) Works executed in the last three years from date of Registration. Attach proof of work as annexure.
- 10) A) Shop Act License Validity From Dt. _____ To _____
B) Service Tax Registration No Validity From Dt. _____ To _____
C) Pan Card No _____

Note :- 1) This application is available on Corporation's web site www.pcmcindia.gov.in

2) Registration valid upto 31st March of every year

Date :-

Place :-

Applicant Signature

(For office use only)

Undertaking for registration with PCMC

I _____(Bidding company representative) on behalf of my firm _____(Name of bidding firm) have submitted the following attested true copy of required documents for registration with PCMC to participate in e-tendering process.

1. Pan card of the company.
2. Service tax registration or vat registration of company.
3. Residence proof and pan card of the individual on whose name the bidding company should be registered. Following documents are accepted as address proof: a) Telephone bill b) electricity bill c) passport d) bank passbook e) voter's card.
4. Authorization letter on company's letterhead mentioning the name of the person under whom the bidding company has to be registered.
5. Five passport size photograph of the person under whom the Bidding Company is to be registered.
6. Certificate of incorporation or registration of the company.
7. True copy of three ID proof should be submitted. The acceptable documents are Passport, pan card, licence, ration card and election card.

Declaration

I have enclosed all the certified photo copies of documents required for registration along with the registration form. I know that if any document is found false/fraudulent after giving registration by Pimpri Chinchwad Municipal Corporation, I will be responsible to be prosecuted by Pimpri Chinchwad Municipal Corporation as per the provision of Indian Penal Code. I also agree that in the tender, if special documents are required or demanded by Pimpri Chinchwad Municipal Corporation for the efficient execution of tender work, I will submit certified true copies of the special documents by way of scanning the same or PDF files as attachment while submitting the tender online. I also agree that original document will be produced to the registering authority for verification of certified photocopies on the day of submitting the registration form.

Name and Signature of the applicant

Certificate Application Attestation Form

Instructions to Applicant

1. **Print out** this Form after completing it as required
2. **Place a copy of your latest passport-size photograph on the top right corner**
3. Bring this Form to your banker for attestation.
 - a) You are responsible for all fees charged by the banker
4. Instruct the banker to read the instructions below and complete the Acknowledgment.
5. Obtain copies of three forms of ID's
 - a) One widely recognized, government issued Photo-ID such as

- Passport
- Driving License
- Income Tax Identity (PAN) Card
- Voters ID card
- Service Identity Card issued to its employees by State/Central Government

- b) Two other ID's which are nationally valid and which need not necessarily be photo-ID's such as

- Passports
- Driving Licenses
- Income Tax Identity (PAN) Cards
- Voters ID card
- Service Identity Cards issued to its employees by State / Central Government
- Ration Card
- Photo Credit Cards / Debit card
- Bank / Kisan / Post Office Passbooks
- Pension Documents such as Ex-Servicemen's Pension Book / Pension Payment Order
- Ex-Servicemen's Widow / Dependent Certificates
- Medclaim or similar insurance cards
- Student SSC / HSC / graduation / post graduation degrees
- Birth certificate
- School leaving certificate
- Electricity bill
- Mobile / Telephone bill

You will need to:

- a) Make a copy of each of the 3 forms of ID's
- b) Have the copies Notarized / attested by a Notary Public or Class 3 Gazetted Officer or your Banker

6. **Make and retain a copy** of the completed form in a secure location. You will need to reference your name and e-mail address as listed below should you have a question regarding this certificate application.

7. If your Organization Name is to be included in the certificate then:
 - a) Submit Proof of Right to do Business document

- b) Submit the Letter of Employment
- c) Submit the Signature Verification Letter

Instructions to Banker

The document you are attesting is part of the enrolment process for a Safes crypt Digital ID. Safes crypt requires that the personal identity of the applicant be validated. If you would like more information about Digital IDs or the enrolment process please visit Safes crypt at www.safescrypt.com.

1. Complete the Acknowledgment in the Certificate Application Attestation Form.
2. The Applicant must hold a valid account in your bank.
3. You may retain a copy of the completed Certificate Application Attestation Form
4. In this context, the Banker is the Branch Manager of the bank where the applicant holds a valid bank account. The banker can also be any other employee of the same bank of a grade equal to or higher than the Branch Manager.

Certificate Application Attestation Form

Applicant Personal Data (as entered on the Online Enrollment Form) with the latest passport photograph:

Full Name _____

E-mail Address _____

Phone Number _____

Postal Address _____



Applicants Signature

Date _____

.....

Banker to Complete the Following Section

Acknowledgment

The Applicant personally presented himself to me, the Banker, for the purpose of identity verification.

Signature and photograph of Mr./Mrs./Ms. _____ who maintains an account with this Bank, as appearing above, is hereby attested, with reference to the records maintained by the Bank.

Bank Manager's Signature: _____

Bank Manager's Name: _____

Bank Manager's official code number: _____

Bank Name and Address: _____

Banks Official Phone number: _____

(Place Bank Seal/Stamp to the right)

14 LETTER OF EMPLOYMENT

Instructions

The Letter of Employment is to be submitted when the Certificate Applicant requires the name of his Organization to be displayed in his certificate. This letter should accompany the POR Document and the Signature Verification Letter. This letter is to be:

1. In the prescribed format only and printed on the letterhead of the Organization in the Certificate Request
2. Completed and Signed by the Authorized Signatory of the Organization, who attested the other documents
3. The Authorized Signatory must affix:
 - The Organizations seal on the document
 - His signature and full name
 - His official telephone number and e-mail id, so that Safes crypt may contact him in this regard
4. Only a hard copy is valid and must be filed. However, the order can be processed with a faxed copy provided the original will be couriered to us at the earliest.
5. Submit all documentation to Safe Script either through the Safe Script authorized agents.

<< To be Printed on the Company Letter Head >>

Letter of Employment

Certificate Applicant Information

First Name: _____

Last Name: _____

Email ID: _____

I, (Name of the Authorized Signatory) _____, certify that on (Date) _____,
(Name of the Certificate Applicant) _____ is an employee of our organization
(Organization Name) _____ and that the Applicant's Employee ID is (Employee ID)
_____. I acknowledge by my signature, that the Applicant information in this document is
complete and accurate as per our office records.

(Signature of Authorized Signatory)

(Company Seal)

Details of Authorized Signatory

Full Name: _____

Organization Name: _____

Designation: _____

Email Address: _____

Phone Number: _____

15 SIGNATURE VERIFICATION LETTER

Instructions

The Signature Verification letter is required to verify the identity of the Authorized Signatory who attested the POR document, Telephone Bill and Letter of Employment. This letter is to be:

1. In the prescribed format only and preferably on the letterhead of the Organization in the Certificate Request
2. Completed and Signed first by the Authorized Signatory of the Organization who attested the other documents
3. Completed and Signed lastly by the Organizations official Banker
 - The Banker is the Branch Manager of the bank where the Organization has a valid bank account. The banker can also be any other employee of the same bank of a grade equal to or higher than the Branch Manager.
 - The Banker must affix;
 - (1) His official seal on the document
 - (2) His signature and full name next to his official seal on the document
 - (3) His official telephone number, so that Safes crypt may contact him in this regard
4. Only a hard copy is valid and must be filed. However, the order can be processed with a faxed copy provided the original will be couriered to you at the earliest.

To be printed on letter head of organization/banker

Signature Verification Letter

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that (Name of the Organization) with the Office at (Address of the Organization) is maintaining a bank account (A/c No.) with our Bank (Bank Name), and operating that account in the normal course of its business/activities. Mr./Ms./Mrs..... is the authorized signatory for the operation of the account. His /Her signature as appearing below is duly attested (as per the records available with the bank).

(Signature of the Authorized Signatory)

(Signature of the Branch Manager)

Name : _____

Name : _____

Designation: _____

Designation : _____

Phone No: _____

Date: _____

(Bank Seal)

16 FORMAT FOR SEEKING CLARIFICATIONS REGARDING RFP

Clause Reference with page number in the RFP document	Clarification needed on the Clause	Reason/Remarks

PART 2 – MAINTENANCE AGREEMENT

This Maintenance Agreement is mutually agreed and entered into on this ____ day of ____, Two Thousand and ____ at Pimpri.

BETWEEN

Pimpri Chinchwad Municipal Corporation (hereinafter referred as "Corporation"), having its principal office at Pimpri Chinchwad Municipal Corporation main building, Pune Mumbai Road, Pimpri - 411018 and represented by Shri _____, the Additional Commissioner for the city of Pimpri Chinchwad Municipal Corporation (hereinafter called the "Additional Commissioner" in which expression are included unless such inclusion is inconsistent with the context, his successor or successors for the time being holding the office of the Municipal Commissioner and in view of the powers delegated to the Additional Commissioner by the Commissioner vide his Order no. / Admin/l/ws/730/92 dated 25.08.92, of ONE PART.

AND

_____, a company incorporated under the provisions of the Indian Companies Act, 1956/ partnership firm registered under the Indian Partnership Act, 1932, having its registered office at _____, hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

WHEREAS,

- A. Pimpri Chinchwad Municipal Corporation (Corporation) requires service provider for maintenance of computer hardware, system software and network services at PCMC.
- B. For this purpose Corporation had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto received proposals from several Bidders including the Service Provider for implementing the Project.
- C. Corporation, after evaluating the aforesaid Proposals, accepted the Proposal submitted by the Service Provider M/s. _____ for maintaining the Project.
- D. Thereafter Corporation had issued a Letter of Award (LOA) bearing No. ____ dated ____ to the Service Provider and which has been acknowledged by Service Provider's letter bearing No. ____ dated ____.
- E. The Service Provider shall have to maintain computer hardware, system software and network services at PCMC within stipulated time as per the applicable rights accrued therein from this Agreement. The Service Provider shall the right to provide the services for a Contract Period of 1 (one) years from the date of issuance of work order.
- F. Corporation has executed this Agreement to assign to the Service Provider, stating its obligations with regard to Maintenance of the Project Facility.
- G. The Corporation confirms the receipt of the following from the Service Provider:
 - a. FDR dated ____ for an amount of Rs. (Rupees only) as Performance Security, for the performance of the obligations of the Service Provider under this Agreement.

In terms of the Letter of Award, the Parties hereto are required to enter into the Maintenance Agreement being these presents to record the terms, conditions and covenants.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

“Affected Party” shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 9.

“Agreement” shall mean this Maintenance Agreement with its recitals and schedules, and includes any amendments hereto made in accordance with the provisions hereof.

“Applicable Law” means and includes any statute, law, bye-law, rule, regulation, ordinance, judgment, order, decree, injunction, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Agency having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

“Applicable Permits” shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Service Provider under Applicable Law, in connection with the maintenance of the Project.

“Appointed Date” shall mean the date of the signing of this Agreement.

“Conditions Precedent” shall have meaning as ascribed under Article 3.

“Bank Account” shall mean A/C no. _____ of the Bank, Pimpri.

“Contract Period” shall mean 1 (one) years from the Appointed Date.

“Dispute Resolution” shall mean the procedure as mentioned Article 12.

“Emergency” shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facilities or which poses an immediate threat of material damage to any of the Project Facilities.

“Encumbrance” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facilities.

“Financial Year” shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

“Force Majeure” or “Force Majeure Event” shall mean an act, event, condition or occurrence as specified in Article 9 of this Agreement.

“GoM” shall mean the Government of Maharashtra.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence, prudence, integrity and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of a project similar to that of the Project.

“Government Agency” shall mean Government of India (GoI), GoM, Corporation or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Parties, the Project Facilities or any portion thereof, or the performance of

all or any of the services or obligations of the Service Provider under or pursuant to this Agreement.

“Letter of Award” shall mean the letter issued by the Corporation to the successful bidder.

“Material Adverse Effect” shall mean a material adverse effect on (a) the ability of the Service Provider to exercise any of its rights to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement and / or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“Maintenance” shall mean repairing or replacing the Project Facilities

“Parties” shall mean the parties to this Agreement and “Party” shall mean either of them, as the context may admit or require.

“Performance Security” shall mean the deposit provided by the Service Provider as a guarantee for the performance of its obligations and is in accordance with Article 5.1.1.

“Person” shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, trust, unincorporated organisation, government or government body or any other legal entity.

“Preliminary Notice” shall mean the notice intended for termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

“Project Area” shall mean PCMC Offices, Zonal and Ward Offices, PCMC’s schools, hospitals, citizen facilitation centre and at Octroi Naka.

“Service Provider” shall mean any Company/Firm with whom the Service Provider has entered into / may enter into any material contract in relation with the Maintenance for the Project Facilities.

“Project” shall mean Maintain the Project Facilities installed in the Project Area, supply and replacement of all defective parts / components of the Project Facilities of the Project Facilities bearing all cost of Maintenance of the Project Facilities.

“Project Agreement” means this Agreement.

“Project Facilities” shall mean the list of equipments/ machineries listed in Schedule 2 of this Agreement.

“Proposals/ Request for Proposal (RFP)” shall mean the Request for Proposal Document, issued by Corporation dated _____ 2015.

“Rupees” or **“Rs.”** refers to the lawful currency of the Republic of India.

“Standards of Reasonable and Prudent Service Provider” means the standards, practices, methods and procedures expected from a person seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of undertaking under the same or similar circumstances and conditions including the conditions as contemplated by the Basic Documents.

“Stipulated Time” shall mean the time period stipulated in the Annexure ---- **“Tax”** shall mean

and includes all taxes, fees payable to the Corporation, stamp duty, cesses, levies that may be payable by the Service Provider under Applicable Law.

“Termination” shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement whichever is earlier, but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

“Termination Date” shall mean the date specified in the Termination Notice as the date on which Termination occurs.

“Termination Notice” shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- d. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. the words "include" and "including" are to be construed without limitation;
- f. any reference to day, month or year shall mean a reference to a Gregorian calendar day, month or year respectively;
- g. the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- h. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- i. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- j. the damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;
- k. any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates;
- l. in case of any conflict or discrepancy in the articles/ clauses in the body of the Agreement and those in the schedules, the articles/ clauses in the body of the Agreement shall prevail.

2 GRANT AND ACCEPTANCE OF MAINTENANCE RIGHTS

2.1 Grant of Maintenance Rights

Subject to and in accordance with the terms and conditions set forth in this Agreement, Corporation hereby grants and authorises the Service Provider to Maintain the Project Facilities as and when asked and to exercise and enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this Agreement ("Maintenance Rights").

2.2 Period of Maintenance Rights

The Maintenance Rights hereby granted for the Project are for a maximum period of 1 (one) year till the Termination Date, whichever is earlier, commencing from the date of issuance of the work order by PCMC to the Service Provider.

2.3 Acceptance of Maintenance Rights

In consideration of the rights, privileges and benefits conferred upon the Service Provider, and other good and valuable consideration expressed herein, the Service Provider hereby accepts the Maintenance Rights and agrees and undertakes to perform / discharge all of its obligations in accordance with the provisions hereof.

2.4 Applicable Permits

The Service Provider shall obtain and maintain the Applicable Permits and adhere to Applicable Law in such sequence as is consistent with the requirements of the Project. The Service Provider shall be responsible and shall be in compliance with the terms and conditions subject to which Applicable Permits have been issued.

3 CONDITIONS PRECEDENT

3.1 Responsibilities of the Service Provider

The Service Provider shall fulfil the following conditions precedent within 45 days from the Appointed Date:

- (a) The Service Provider shall have provide a Performance Security in favour of Corporation for a sum of Rs. /- (Rupees only) in the form of FDR from a scheduled or a nationalised bank for the Project at the time of signing of the Agreement as per format mentioned under
- (b) The Service Provider shall also have received the applicable permits and clearances from concerned authorities under relevant laws applicable.

3.2 Responsibilities of Corporation

Corporation shall fulfil the following conditions precedent within 45 days from the Appointed Date:

- (a) Corporation shall maintain a register of the Project Facility. The list shall have to be authenticated by the concerned Head of the Department of the Corporation.
- (b) Corporation shall provide support to the Service Provider in obtaining timely approvals, permissions and authorisations for performance of obligations for the project.

3.3 Cost of satisfying the conditions precedent

The cost of satisfying the above conditions precedent shall be borne by the respective Parties responsible for satisfaction of the Conditions Precedent.

3.4 Non- fulfilment of the Conditions Precedent

- (a) In case of non-fulfilment of the Conditions Precedent attributable to reasons beyond the control of the Service Provider or Corporation, the period for satisfaction of Conditions Precedent may be extended by the discretion of the Corporation.
- (b) If any of the conditions precedent contemplated in Article 3.1 and 3.2 has not been satisfied in full or has not been waived, within the time stipulated or from such extended time that the Parties may agree upon, then and in such event either party shall have the right to terminate this Agreement by giving 30 days notice in writing to the other party, given at any time thereafter, but prior to such conditions precedent being satisfied or waived, and if the conditions precedent are not satisfied or waived within such notice period, upon expiry of such notice, this Agreement shall terminate.
- (c) If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in Article 3.1, the Service Provider shall not be compensated in any manner whatsoever, the Performance Security shall be released to the Service Provider after deducting necessary charges.
- (d) If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in Article 3.2 and Article 3.1 (a), then Corporation shall release the Performance Security.

4 PROJECT OFFICER

The Corporation shall nominate a Corporation official for being in charge of all the monitoring activity at the Project Facilities shall act as the Project Officer. Such Project Officer shall be stationed at the head office of the Corporation.

The Project Officer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation of the Project. Broadly the role of the Project Officer during the Contract Period is to monitor, in accordance with Good Industry Practice, the Maintenance activities undertaken by the Service Provider so as to ensure compliance with the Service Provider's Obligations as mentioned in this Agreement.

The Project Officer shall, in the ordinary course, maintain a record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:

- a. Inspections undertaken and notices/ instructions issued to the Service Provider;
- b. Maintain a record all the problems reported
- c. Direct the Service Provider Operator to rectify the problems
- d. Force majeure events;
- e. Maintenance of records with time taken to resolve a problem
- f. Attendance register of Service Provider's employees
- g. Breaches and defaults by the parties
- h. Fine the Service Provider Operator in accordance with the Conditions of this Agreement
- i. Certify the payment after deducting fines to the Service Provider Operator at the end of every month
- j. Ensure that the employees of the Service Provider Operator are as per the minimum requirement as stated in the RFP.

Corporation shall be liable to bear the cost of the Project Officer's activities in respect to the provisions mentioned under the Agreement.

5 SERVICE PROVIDER'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Service Provider shall have the following obligations:

5.1 Financial Obligations

5.1.1 Performance Security

- (a) The Service Provider shall, for due and punctual performance of its obligations hereunder relating to the Project and deliver to Corporation, simultaneously with the execution of this Agreement, a FDR from a scheduled or nationalised bank acceptable to Corporation, in favour of “Commissioner , Pimpri Chinchwad Municipal Corporation, in the form as set out in, (“Performance Security”) for a sum of Rs. 2,59,336/- (Rupees two lakhs fifty nine thousand three hundred thirty six only).. All charges, fees, costs and expenses for providing the Performance Security in the form of a FDR shall be borne and paid by the Service Provider.
- (b) The Service Provider agrees that the Performance Security shall be kept valid for a period of 1 years and 6 months one year and six months only) from the Appointed Date.

Provided that if the Agreement is terminated due to any event other than an Service Provider Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to Corporation’s right to receive amounts, if any, due from the Service Provider under this Agreement, be duly discharged and released to the Service Provider.

5.2 Operational Obligations

5.2.1 Project Implementation

- a. The Service Provider shall deploy staff for the following roles -
- . • Network Administrator
 - . • Technicians staff
 - . • Support staff (printer)
- a. The number of employees for various roles has been specified in the
- b. The Service Provider shall select engineers only after getting written approval from PCMC.
- c. All the employees shall be local residents (proof of residence)
- d. Minimum educational requirement of employees –

Role	Qualification	Experience in years
Network Administrator	B.E in Computer Science or equivalent with Network management experience, CCNA/MCSE certified	Two years
Technicians staff	B.E/ Diploma in Computer Science or equivalent.	One year
Support staff (printer)	Basic understanding of the hardware/software printer repairs	one year

(Engineers qualification must be B.E./ Diploma (Computers/ Electronics) with at least 2 years experience. This condition shall be strictly followed. Interview of engineers with proof of original documents will be taken in the office of Additional Commissioner. Two Network Engineer must

be B.E.(computer/electronics/E&Tc) CCNA/MCSE certified with 2 years experience for handling more than 500 computers network. Engineers working on this system must have own vehicle and mobile phone)

- e. Maintain the Project Facilities installed in the Project Area
- f. Supply and replacement of all defective parts / components of the Project Facilities
- g. Bear all cost of Maintenance of the Project Facilities.
- h. The Service Provider Operator needs to provide on-site support in the server room of PCMC office 24 hours throughout the year
- i. Preventive maintenance should perform once in every month with air blower. The schedule of preventive maintenance would be provided by Project Officer.
- j. The Service Provider shall bear the cost of any repair/ replacement of the Project Facility
- k. After resolving the reported fault, the Service Provider Contractor needs to submit a service report stating the fault and rectification methodology adopted. It would be cross checked by the Project Officer
- l. The Service Provider shall maintain the Project Facilities in accordance with the standards of reasonable and prudent Service Provider, do all such acts, deeds and things necessary and expedient including, without limitation obtaining all the approvals required for the operation and maintenance of the Project Facilities in accordance with Applicable Law.
- m. For the avoidance of doubt, it is hereby clarified that the Service Provider shall be responsible for the Project Facilities, and shall ensure that no damage or loss is caused to the Project Facilities;
- n. Attend to all the reported complaints in stipulated time as per Annexure ---

5.3 General Obligations

The Service Provider shall at its own cost and expense:

- a. obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times;
- b. shall not do or permit any activity on the Project Area which may be nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises adjacent or in and around the vicinity.
- c. the stamp duty payable in respect of this Agreement shall be borne by the Service Provider. Also the registration charges payable in respect of this Agreement and the duplicate thereof shall be borne by the Service Provider. The Service Provider shall retain the duplicate of this Agreement and the original shall remain with the Corporation. The Maintenance Agreement shall be registered at the applicable jurisdiction area, where such registration is under the provision of the Indian Registration Act.
- d. ensure and procure that any contract relating to the Project, entered into by the Service Provider for implementing the Project in accordance with this Agreement contains provisions that would entitle a nominee of the Corporation to step into such contract/s at the Corporation's discretion, in place and substitution of the Service Provider, pursuant to the provisions of this Agreement;
- e. procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- f. make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and

shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies the Corporation against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Corporation be treated as employer in this regard;

- g. be responsible for all the health, security, environment and safety aspects of the Project at all times;
- h. In case of any accident during the working time of any engineer/agency's staff , PCMC will not be responsible for any type of claim. The agency has to make a promissory note on Rs.500/- stamp paper for the said condition.
- i. It is compulsory for the agency to follow Labour Welfare Act, specially related with salary/wages, insurance, P.F./ESI etc.
- j. upon receipt of a request thereof, afford access to the Project Facilities to the authorised representatives of Corporation for the purpose of ascertaining compliance with the terms and conditions of this Agreement;

5.4 No Breach of Obligations

The Service Provider shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- a. Force Majeure Event, subject to Article 9;
- b. Corporation Event of Default;
- c. Compliance with the instructions of the Corporation or the directions of any Government

Agency other than instructions issued as a consequence of a breach by the Service Provider of any of its obligations hereunder.

6 CORPORATION'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Corporation within its purview shall:

- a. where appropriate provide on best effort basis necessary liaison to the Service Provider in securing Applicable Permits;
- b. Observe and comply with all its obligations set forth in this Agreement

7 MAINTENANCE FEE

7.1 Maintenance Fee

The Maintenance Fee shall be paid to the Service Provider in accordance with the Fee quoted by the Service Provider in the Commercial Proposal. The amount due shall be paid after deducting the fines, if any.

7.2 Mechanism of Payment

The Corporation shall pay the Service Provider the payments at the end of every 3rd (third) month in equal instalments of the quoted fee, on the Service Provider submitting the necessary invoice to the Corporation. The Corporation after validation of the invoice shall release the fee to the Service Provider.

8 INDEMNITY

- a. The Service Provider agrees to indemnify and hold harmless Corporation and its officers and employees (each a "Corporation Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages,

liabilities, costs (including reasonable attorneys' fees and disbursements) and expenses (collectively, "Losses") to which Corporation Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from:

- i. any mis-statement or any breach of any representation or warranty made by Service Provider or
 - ii. the failure by Service Provider to fulfil any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Service Provider or
 - iii. any claim or proceeding by any third party against Corporation arising out of any act, deed or omission by the Service Provider.
For the avoidance of doubt, indemnification of Losses pursuant to this article shall be made in an amount or amounts sufficient to restore each Corporation Indemnified Party to the financial position it would have been in had the Losses not occurred.
- b. Any payment made under this Agreement pursuant to an indemnity or claim for breach of any provision of this Agreement shall be net of applicable Taxes.

9 FORCE MAJEURE

9.1 Force Majeure Event

Force Majeure shall mean any event or circumstance or combination of events or circumstances set out below that materially and adversely affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances pertains to the Project or has a direct effect on the operations on the Project Site, which are not within the affected Party's reasonable control, and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money;

- a. earthquake, flood, inundation and landslide
- b. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- c. fire caused by reasons not attributable to the Service Provider or any of the employees of the Service Provider for purposes of the Project;
- d. acts of terrorism;
- e. strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Service Provider
- f. war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay caused by the events mentioned in this sub clause for which no offsetting compensation is payable to the Service Provider
- g. action of a Government Agency having Material Adverse Effect including but not limited to
 - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project / Project Facilities or any part thereof or of the Service Provider's rights in relation to the Project,
 - ii. any judgement or order of a court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings which is non-collusive and duly prosecuted by the Service Provider, and
 - iii. any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Service

Provider's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgement or order of a Governmental Agency or of any contract by which the Service Provider as the case may be is bound.

- h. early termination of this Agreement by Corporation for reasons of national emergency or national security.

9.2 Exclusions from Force Majeure Event

Force Majeure shall expressly not include the following conditions, except to the extent resulting from a Force Majeure:

- a. Unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts or consumables for the Project;
- b. A delay in the performance of any Service Provider or supplier
- c. An indirect effect on the operations of the Project
- d. Non- performance resulting from normal wear and tear typically experienced in a Project of this kind; and non- performance caused by, or connected with, the non-confirming party's (a) negligent or intentional acts, errors or omission (b) failure to comply with any of the Laws of India, or (c) breach of, or default under this Agreement.

9.3 Notice of Force Majeure Event

- a. As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the Corporation if applicable and the other party of the same setting out, inter alia, the following in reasonable detail:
 - i. the nature and extent of the Force Majeure Event;
 - ii. the estimated Force Majeure Period;
 - iii. the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - iv. the measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
 - v. any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- .b. As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall along with the Corporation if applicable meet and hold discussions in good faith and where necessary conduct physical inspection / survey of the Project Facilities in order to:
 - i. assess the impact of the underlying Force Majeure Event,
 - ii. to determine the likely duration of Force Majeure Period and,
 - iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.
- c. The Affected Party shall during the Force Majeure Period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the other Party may reasonably require.

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9.4 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations

under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. due notice of the Force Majeure Event has been given as required by the preceding Article 9.3;
- b. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities / as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- d. when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;
- e. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- f. any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

9.5 Termination due to Force Majeure Event

a. Termination

If a Force Majeure Event, excluding events described under Articles 9.1 (g) and 9.1 (h), continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.

Notwithstanding anything inconsistent contained in this Agreement, if a Force Majeure Event is an event described under Articles 9.1 (g) or 9.1 (h), and the same subsists for a period exceeding 365 days, then either Party shall be entitled to terminate this Agreement. Provided that the Corporation may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Articles 9.1 (g) or

9.1 (h).

b. Termination Notice

If any Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding sub clause (a), it shall issue Termination Notice setting out;

- i. in sufficient detail the underlying Force Majeure Event;
- ii. the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- iii. the estimated Termination Payment including the details of computation thereof and;
- iv. any other relevant information.

.c. Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- i. the Termination Payment, if any, payable by the Corporation in accordance with the following sub clause (d) is paid to the Service Provider on the Termination Date and
- ii. the Project Facilities are handed back to the Corporation by the Service Provider on the Termination Date free from all Encumbrance.

.d. Termination Payment

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Service Provider by the Corporation in accordance with the following:

- a. If the Termination is due to a Force Majeure Event, described under Articles 9.1(a) to 9.1(h), no Termination Payment shall be made by the Corporation to the Service Provider but, the Service Provider shall be entitled to receive, the Performance Security. Provided the Corporation shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Corporation from the Service Provider as on the Termination Date.

9.6 Liability for other losses, damages etc.

Save and except as expressly provided in this Article 9, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

10 EVENTS OF DEFAULT AND TERMINATION

10.1 Events of Default

Event of Default shall mean either Service Provider Event of Default or the Corporation Event of Default or both as the context may admit or require.

a. Service Provider Event of Default

Any of the following events shall constitute an Event of Default by the Service Provider ("Service Provider Event of Default") unless such event has occurred as a result of one or more reasons set out under No Breach of Obligations mentioned under Article 5.4

- a. Service Provider is not able to replace or rectify the fault as reported by Project Officer, even after extending deadlines in consultation with Project Officer.
- b. The Service Provider is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 (sixty) days from the date of Preliminary Notice, subject to Article 10.2;
- c. Any representation made or warranty given by the Service Provider under this Agreement is found to be false or misleading;
- d. A resolution for voluntary winding up has been passed by the shareholders of the Service Provider;
- e. Any petition for winding up of the Service Provider has been admitted and liquidator or provisional liquidator has been appointed or the Service Provider has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of Corporation, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under this Agreement;
- f. A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance from the Service Provider and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
 - i. The Service Provider has abandoned the Project Facilities;
 - ii. The Service Provider has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
 - iii. The Service Provider has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 (ninety) days.

b. Corporation Event of Default

Any of the following events shall constitute an event of default by Corporation ("Corporation Event of Default"), when not caused by an Service Provider Event of Default or Force Majeure Event:

- a. The Corporation is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Service Provider;
- b. The Corporation has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- c. Any representation made or warranties given by the Corporation under this Agreement has been proved to be false or misleading.

10.2 Termination due to Event of Default

a. Termination for Service Provider Event of Default

- i. Without prejudice to any other right or remedy which Corporation may have in respect thereof under this Agreement, upon the occurrence of a Service Provider Event of Default, Corporation shall be entitled to terminate this Agreement in the manner as set out under Article 10.2 (a)(ii)
- ii. If Corporation decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Service Provider. Within thirty (30) days of receipt of the Preliminary Notice, the Service Provider shall submit to Corporation in sufficient detail, the manner in which it proposes to cure the underlying Event of Default if any (the "Service Provider's Proposal to Rectify"). In case of non-submission of the Service Provider's Proposal to Rectify within the said period of 30 (thirty) days, the Corporation shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.
If the Service Provider's Proposal to Rectify is submitted within the period stipulated thereof, the Service Provider shall have further period of 30 (thirty) days to remedy / cure the underlying Event of Default ("Cure Period"). If, however the Service Provider fails to remedy / cure the underlying Event of Default within such further period allowed, Corporation shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security, if subsisting.

b. Termination for Corporation Event of Default

- i. Without prejudice to any other right or remedy which the Service Provider may have in respect thereof under this Agreement, upon the occurrence of Corporation Event of Default, the Service Provider shall be entitled to terminate this Agreement by issuing Termination Notice.
- ii. If the Service Provider decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to Corporation. Within 30 (thirty) days of receipt of Preliminary Notice, Corporation shall forward to the Service Provider its proposal to remedy/ cure the underlying Event of Default ("Corporation Proposal to Rectify"). In case of non submission of Corporation Proposal to Rectify within the period stipulated therefore, Service Provider shall be entitled to terminate this Agreement by issuing Termination Notice.
- iii. If Corporation Proposal to Rectify is forwarded to the Service Provider within the period stipulated therefore, Corporation shall have further period of 30 (thirty) days to remedy / cure the underlying Event of Default. If, however Corporation fails to remedy / cure the underlying Event of Default within such further period allowed, the Service Provider shall be entitled to terminate this Agreement by issuing Termination Notice.

c. Termination Notice

If a Party having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub article (a) or (b), it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default;
- ii. the Termination Date which shall be a date occurring not earlier than 60 (sixty) days from the date of Termination Notice;
- iii. the estimated termination payment including the details of computation thereof; and,
- iv. any other relevant information.

d. Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- i. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;
- ii. the termination payment, if any, payable by Corporation in accordance with the following sub - article (f) is paid to the Service Provider on the Termination Date; and
 - .iii. the Project Facilities are handed back to Corporation as instructed by Corporation, by the Service Provider on the Termination Date free from any Encumbrance along with any payment that may be due by the Service Provider to the Corporation.

e. Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same. Provided that the Party in breach shall compensate the other Party for any direct costs / consequences occasioned by the Event of Default, which caused the issue of Termination Notice.

f. Termination Payments

- i. Upon Termination of this Agreement on account of Service Provider Event of Default, Service Provider shall not be entitled to receive any termination payment from Corporation and the Performance Security shall be invoked by the Corporation.
- ii. Upon Termination of this Agreement on account of the Corporation Event of Default, Corporation shall release the Performance Security if subsisting.
 - Provided the Corporation shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Corporation from the Service Provider as on the Termination Date.

10.3 Rights of Corporation on Termination

- a. Upon Termination of this Agreement for any reason whatsoever, Corporation shall upon making the Termination Payment, if any, to the Service Provider, have the power and authority to:
 - .i. enter upon and take possession and control of the Project Facilities forthwith;
 - ii. prohibit the Service Provider and any person claiming through or under the Service Provider from entering upon / dealing with the Project Facilities;
 - iii. shall have the right over the payments which are liable to be paid to Corporation as per the terms of this Agreement.
- b. Notwithstanding anything contained in this Agreement, Corporation shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Service Provider/ Service Provider in connection with the Project, and the hand back of the Project Facilities by the Service Provider to Corporation shall be free from any such obligation.

10.4 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those

relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

11 HANDBACK OF PROJECT SITE

11.1 Ownership

Subject to the terms of the Agreement, the ownership of the Project Facilities, including all improvements made therein by the Service Provider, shall at all times vest with the Corporation.

11.2 Service Provider's Obligations

- i. The Service Provider shall on the date of expiry or termination of the Contract Period, hand back vacant and peaceful possession of the Project Site with all the Project Facilities to the Corporation free of cost and in good operable condition as per terms of this Agreement and Service Provider agrees that the Corporation shall not be required to issue any notice to the Service Provider for handover upon such termination or expiry of the Contract Period.
- ii. At least (2) two months before the expiry of the Contract Period, the Service Provider should notify all the occupants and users in the Project Facilities about the date of the expiry of the Agreement and the hand back of the Project Facilities to the Corporation and shall notify Corporation's rights and powers as mentioned under Article 11.3 after the expiry of the Contract Period.
- iii. At least (2) two months before the expected expiry of the Contract Period, a joint inspection of the Project Facility shall be undertaken by Corporation and Service Provider. The Corporation shall, within 45 (forty five) days of such inspection prepare and furnish to the Service Provider a list of works/ jobs ("Project Facility Hand back Requirements"), if any, to be carried out. The Service Provider shall promptly undertake and complete such works/ jobs at least three months prior to the expected expiry of the Contract Period and ensure that the Project Facility continues to meet such requirements until the same are handed back to the Corporation.
- iv. The Corporation shall, within 45 (forty five) days of the joint inspection undertaken under preceding sub-article prepare and furnish to the Service Provider a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to the Corporation.
- v. The Service Provider hereby acknowledges Corporation's rights specified in Article 10.3 and Article 11.3 enforceable against it upon the expiry and Termination and its corresponding obligations arising there from. The Service Provider undertakes to comply with and discharge promptly all such obligations.

11.3 Corporation's Rights

- i. The Corporation shall have exclusive possession and control of the Project Facilities after the expiry of the Contract Period or the termination of Agreement. For the purpose of clarity, Contract Period shall expire on 12.00 am on the expiry date or termination date of the Agreement.
- ii. It is expressly agreed that upon the expiry or termination of the Contract period the Service Provider and any person claiming through or under the Service Provider are prohibited from having access to Project Facilities and dealing with or any part thereof and the Corporation shall be entitled to prevent any such access or entry;
- iii. The Corporation shall immediately after the expiry date or Termination of the Contract Period shall have the right to evict the Service Provider/ Occupants/ End users/ from the Project Facilities without any further notice to any such persons and the Corporation shall be entitled to forcefully remove any such persons and their materials from the project site and such persons shall not be entitled make any to claim any damages as a result of any action by the Corporation.

12 DISPUTE RESOLUTION

12.1 Amicable Resolution

- a. Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.
- b. The Parties may refer such Dispute to the Corporation, for amicable settlement. Upon such reference, the Parties shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to the coordination committee in accordance with the provisions of Article 12.2 below.

12.2 Resolution through coordination committee

- a. Procedure Subject to the provisions of Article 12.1, any Dispute which is not resolved amicably shall be finally settled by the coordination committee which shall comprise of the Additional Commissioner and City Engineer of Corporation and the representative of the Service Provider. The coordination committee shall chaired by the Commissioner of Corporation. The place of resolution shall be at Corporation building at Pimpri. The decision of the Commissioner shall be final in such matters.
- b. English Language The request for resolution, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- c. Enforcement of Award The Parties agree that the decision or award from the Commissioner shall be final and binding upon the Parties.

12.3 Performance during Dispute

Pending the submission of and/or decision on a Dispute and until the award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

13 REPRESENTATIONS AND WARRANTIES

13.1 Representations and Warranties of the Service Provider

The Service Provider represents and warrants to Corporation that:

- a. it is duly organised, validly existing and in good standing under the laws of India;
- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- d. it has the financial standing and capacity to undertake the Project;
- e. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Service Provider's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g. there are no actions, suits, proceedings or investigations pending or to the Service Provider's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute Service Provider Event of Default or which individually or in the

- h. aggregate may result in Material Adverse Effect; it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- i. it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j. subject to receipt by the Service Provider from Corporation of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Service Provider in and to the Project Facilities shall pass to and vest in Corporation on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Service Provider;
- k. no representation or warranty by the Service Provider contained herein or in any other document furnished by it to Corporation or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- l. no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Service Provider to any person to procure the Development Rights.
- m. Without prejudice to any express provision contained in this Agreement, the Service Provider acknowledges that prior to the execution of this Agreement, the Service Provider has after a complete and careful examination made an independent evaluation of the Project Site and the information provided by the Corporation, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to
 - arise or may be faced by the Service Provider in the course of performance of its obligations hereunder, such examination/ review having included but not limited to the following:
 - i. the form and nature of the Project Site, including the sub-surface conditions,
 - ii. the hydrological and climatic conditions,
 - iii. the extent and nature of the work and materials necessary for the execution and completion of the works, and the remedying of any defects, and
 - iv. the means of access to the Project Site
- n. The Service Provider also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that Corporation shall not be liable for the same in any manner whatsoever to the Service Provider.

13.2 Representations and Warranties of Corporation

Corporation represents and warrants to the Service Provider that:

- a. Corporation has the full power and authority to grant the Development Rights;
- b. Corporation has taken all the necessary action to authorise the execution, delivery and performance of this Agreement;
- c. This Agreement constitutes Corporation's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d. There are no suits or other legal proceedings pending or threatened against Corporation in respect of the Project Site / Project Facilities.

13.3 Obligation to Notify Change

In the event that any of the representations or warranties made / given by a Party ceases to be true or stands changed, the Party who had made such representation

or given such warranty shall promptly notify the other of the same.

14 MISCELLANEOUS

14.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Pimpri shall have jurisdiction over all matters arising out of or relating to this Agreement.

14.2 Waiver

- a. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - iii. shall not affect the validity or enforceability of this Agreement in any manner.
- b. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Agreement.

14.3 Survival

Termination of this Agreement

- a. shall not relieve the Service Provider, the Corporation of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

14.4 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

14.5 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Corporation:

Authorised Representative
The Corporation

If to the Service Provider:

Authorised Representative,

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- i. in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and
- ii. in the case of any communication made by telex or facsimile, when transmitted

properly addressed to such telex number or facsimile number.

14.6 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

14.7 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

14.8 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

14.9 Counterparts

This Agreement may be executed in six counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED For and on behalf of Corporation by:

(Signature)
(Name)
(Designation)

For and on behalf of SERVICE PROVIDER by:

(Signature)
(Name)
(Designation)

In the presence of:

- 1)
- 2)

SR. NO	SPECIFICATION	QTY
1	HP LESARJET 2420 DN PRINTER	5
2	HP DESIGNJET 500 PLOTTER COMPUTER DEPARTMENT	1
3	P-IV , 3.0 GHZ 256 MB RAM, 80 GB HDD,15 "SVGA DIGITAL COLOUR MONITOR" CD ROM R/W DRIVE, KEYBOARD, MOUSE, (YCMH DEPT) IBM MAKE	10
4	EPSON LQ 300 DOT MATRIX PRINTER (YCMH Hospital)	10
3	TVS PROTON 80 COL DOT MATRIX PRINTER	2
5	LAPTOP Intel core 2 Deo T5300 process Centrino Intel 945 gm chipset, intel graphics Gma 950, 1 GB RAM , DVD Drive, 120 GB HDD, 15 "TFT ,(Make Dell)	5
6	1 KVA OFFLINE 30 MINUTES BACKUP AKURDI, PCMC. PIMPRINAGAR, SANGVI, KIWALE, CHIKHALI, PIMPRI WAGHIRE, KIWALE, PIMPRI WAGHIRE, BHOSARI, PIMPRINAGAR, PHUGEWADI, DAPODI, SANGVI, NIGADI, CHINCHWAD, PCMC, MOSHI, MOSHI, TALWADE, CHINCHWAD, NIGADI, CHAROLI, THERGAON, THERGAON, BHOSARI, CHINCHWAD, BHOSARI, AKURDI	34
7	1 KVA OFFLINE 30 MINUTES BACKUP Y.C.M.H	11
8	10 KVA ONLINE UPS	4
9	2 KVA UPS (4 HOUR BACKUP) YCMH DEPARTMENT	1
10	SERVER CONFIGURATION SPECIFICATIONS: (Rack Mounted)	
	1.) Central Oracle Database Server	
	Single Intel MP Xeon 2.0 Ghz processors (4 Way Server)	1
	400 Mhz Front Side Bus	
	256KB on-die L2 cache	
	1 MB L3 Cache	
	Memory	
	- 1 GB ECC DDR SDRAM	
	- Multiple single bit memory error correction	
	- Scalable to 16 GB ECC DDR SDRAM	
	- 2 way Interleaved	
	Slots:	
	- Hot Plug and Hot Add PCI - X slots	
	- 1 nos. 64 bit / 133Mhz PCI	
	- 5 nos. 64 bit / 66Mhz PCI	
	- Additional 12 PCI-X slots using RXE	
	4U rackmountable	
	Integrated 1000Mbps Ethernet Card	

	Integrated Ultra160 SCSI Controller	
	1.44MB FDD, CDROM drive, CD Read Write drive	
	2 nos.370W Hot Swap Power Supplies	
	6 nos. Hot Swap Redundant Cooling Fans	
	Ports: 2 USB, 1 Keyboard, 1 Mouse, 1 Video	
	Systems Management with following features	
	- Alert on LAN	
	- Automatic Server Restart	
	- Server Management Software and dedicated service processor	
	- Integrated Remote Supervisory Adapter	
	- Component level quick Diagnostics	
	- Predictive Failure Analysis on hard drives,fans,CPU,	
	L4 cache, fans, memory, VRMs and operating system	
	- Wake on LAN	
	Additional	
	2.0GHz Xeon 1MB L3 cache Upgrade Processor	1
	Additional 512MB ECC DDR SDRAM	6
	73.4GB Hot Swap, 10k rpm Ultra160 SCSI HDD	6
	370W Redundant Power Supply	1
	Dual Channel Ultra160 SCSI RAID Controller	1
	External 20/40GB DDS/4 DAT	1
	29" Flat screencolor monitor (Samsung/LG)	1
	SCSI Storage Device with RPS	1
	Monitor Sharing card, KVM Switch (for 8 servers) with cables	1
	Keyboard,Mouse+B76+B109	1
	Norton Anti-virus with CD latest version	1
	Biometric device for logging to server (Thumb Impression)	1
	IBM, HP, DELL Make (with all accessories same brand)	
11	2.) Disaster Recovery Server	
	Single Xeon 2.4 GHz	1
	533 Mhz Front Side Bus	
	512KB Full speed cache	
	512MB 266 Mhz ECC SDRAM DIMM with facility to detect multibit error and correct 4bit error on single DIMM	
	Memory upgradeable to 8 GB	
	8 MB AGP Video Memory	
	Ultra320 Mbps SCSI Controller	
	36.4GB Hot Swap Ultra320 SCSI HDD, 10K rpm	
	1.44 MB FDD	
	CD ROM drive	
	CD Read Write drive	

	1 X PCI 10/100/1000 Mbps Ethernet Controller	
	Ports: 2 serial, 2 USB, 1 parallel	
	Free Bundled softwares	
	Quick Installation Guide	
	System Management Software	
	Norton Server Anti-virus software 10 user license with CD	1
	Options	
	Additional 512 MB ECC SDRAM	1
	Additional 36GB Hot Swap Ultra320 SCSI, 10k rpm HDD	1
	External 20/40GB DDS/4 DAT	1
	17"color monitor	1
	Keyboard	1
	Mouse	1
	Biometric device for logging to server (Thumb Impression)	1
	IBM, HP, DELL Make (with all accessories same brand)	
12	4.) Exchange Server and Web Server	
	Single Xeon 2.4 Ghz	2
	512KB Full Speed L2 cache	
	533Mhz Front Side Bus	
	512MB 266 Mhz ECC SDRAM DIMM with facility to detect multibit error and correct 4bit error on single DIMM	
	- 1 GB ECC DDR SDRAM	
	Memory expandable to 8 GB	
	2 way interleaved memory	
	8MB AGP Video Memory	
	Dual Channel PCI Ultra320 SCSI Controller	
	36.4GB Ultra320 SCSI HDD, hot swap	
	2 x 350W Hot Swap Redundant Power supply	
	10/100/1000 Mbps Ethernet	
	1.44 MB FDD,CD ROM drive,CD Read Write drive	
	Slots:	
	4 x 64bit 100Mhz,1 x 32bit 33Mhz	
	Advanced Systems Management Processor	
	Pre Failure Alerts on CPU, Memory, Fans, VRMs	
	Norton Anti Virus with CD	
	Component level quick Diagnostics	
	System Managerment Software	
	Keyboard,Mouse	
	Additional 36.4GB Ultra SCSI HDD, hot swap	
	Ultra320 SCSI RAID Controller with 128MB cache	

	20/40 GB DDS/3 Internal DAT Drive	
	Biometric device for logging to server (Thumb Impression)	
	IBM, HP, DELL Make (with all accessories same brand)	
13	3 KVA 4 hours back up online UPS	5
14	6 KVA 4 hours back up online UPS	3
15	Wep HQ2600 High Speed Dot Matrix Printer	15
16	IBM Think Center A52, Intel P-IV, 256 MB RAM, 80 GB HDD,17" SVGA CRT Monitor	150
17	X3755 Opteron Dual Core x 2, 2x8220, 2.8 GHz, 32 GB RAM, 146 GB Hot Swap X 4,(IBM Make) ,with one DS 4700 Storage Model 72, 146.8 GB X 36 HDD	8
18	HP Desktop Computer P-IV 530 Processor 3GHz	40
19	HP LJ1320 Laser Printer	4
20	Laptop P-IV, 512 MB RAM,	4
21	Crystal XL 42 PLUS Scanner (computer Dept)	1
22	HP Plotter 800 ps 42"	1
23	Epson Printer LQ 300, 80 Col.	10
24	Epson Printer LQ 1150 dmp, 132 Col.	15
25	50 KVA ONLINE UPS(ADOR MAKE)	4
26	20 KVA ONLINE UPS(EMERSON MAKE)	2
27	20 KVA ONLINE UPS(EMERSON MAKE)	3
28	Thermal Printer Epson TM-T88IV	4
29	3 KVA ONLINE UPS(EMERSON MAKE)	17
30	3 KVA ONLINE UPS(EMERSON MAKE)	15
31	1 KVA ONLINE UPS(PUNKA MAKE)	60
32	0.5 KVA ONLINE UPS(EMERSON MAKE)	85
33	0.5 KVA offline UPS	300
34	LAPTOP, INTEL CORE 2 DEO T-5300, 1.73 GHz 1 GB RAM, INTEL GRAPHICS GMA 950, 120 GB HDD ,802.11 A/B/G WIRELESS GIGABIT LAN,1.3 MEGA PIXEL WEB CAM,, 2.24 KG WAIGHT, WIN VISTA BUSINESS, 14.1" SCREEN, (DELL MAKE)	25
35	LAPTOP, INTEL PENTIUM M740, 1.73 GHz,512 MB DDR II, 60 GB HDD, DVD R/W,WINDOWS XP, NVIDIA GE WITH 64 MB VRAM (HP MAKE)	4
36	DESKTOP COMPUTERS, INTEL CORE 2 DEO, E4400(2.0 GHz,1GB DDR2 RAM,160 GB RAM, 17" TFT COLOUR MONITOR, CD ROM,Optical Mouse,KEYBOARD, WINDOS XP.	150
37	Server, Quad-Core Intel Xeon, 2.13 GHz, 1x2 processors, 16 GB DDR II Memory, Disk bays total/hot swap Four 3.5" simpla swap or hot swap SATA hard disk drive /sas hard disk drive, Storage3.0 TB SATA HDD, DVD Combo drive, Raid support, 17" TFT Monitor, Microsoft win Server 2003. (DELL Make)	5
38	HP LASER PRINTER MFP 1120 (COMMISSIONER, STORE DEPT)	3
39	HP LASERJET LJ 1505 PRINTER	50
40	HP LASERJET 3050 PRINTER	35

41	XEROX PRINTER M-123	1
42	132 COL DOT MATRIX 1070 WEP PRINTER	15
43	EPSON 80 COL DOT MATRIX PRINTER LQ300+II	11
44	KONICA minolta 5550 Printer	1
45	DesKTOP , P-Iv, CORE 2 DEO,2 GB DDR II RAM, 160 GB HDD, DVD Writer,15" TFT WITH EXTENDA CARD FOR CONNECTING MULTIPLE KEYBOARD, MOUSE, KEYBOARD, WIN XP.(Assembled MAKE) UPS Numeric make 800 VA, Pinter HP DESKJET D 1560 Printer (Medical Dept RCH 25 Hospital)	25
46	IR 45 70 Digital Multi functional copier Printer (Prop Tax)	2
47	Plotter HP Design jet 800 PS 42"	1
48	Contex Scanner 42" Model no.GP67D	1
49	Cannon image class MF4570dn B/W Laser Printer	28
50	WEP PRINTRONIX P-7500N PRINTER	1
51	EPSON 80 COL DOT MATRIX PRINTER LQ300+II	6
52	Lab Barcode Printer Zebra TLP 2844	2
53	HP Laserjet 2055DN Printer	16
54	HP Laserjet 2055DN Printer	87
55	EPSON LQ 1150 II DOT MATRIX PRINTER	15
56	IR 3245 Digital Multi functional copier Printer Cannon Make (Admin,NagarSachiv)	2
57	HP Colour Laserjet CP2025DN Printer (Town Planning Dept)	2
58	HP Laserjet Printer 1566	25
59	HP Colour Laserjet CP1215 Printer (Election Dept)	1
60	DesktopIntel Core 2 Deo E 700/2.93 GHz/1GB?320 GB Sata HDD, DVD Writer, Windows7, 18.5" W TFT Win xp Acer Make	100
61	Kodak i1420 Series Scanner(A3)	2
62	HP Laerjet 1606DN Printer (YCMH)	26
63	10 KVA UPS (YCMH)	2
64	UPS 600 VA Offline (Champion Make)	100
65	Storage Thecus N4200 Processor	2
66	Cannon image class MF4045dn B/W Laser Printer	1
67	Scanner DR-310C (Cannon Make)	1
68	Kodak i1420 Series Scanner(A3)	1
69	Core 2Deo E5870 2.1 GHz, 320 GB HDD, 4 GB RAM, 14" Led Screen, Mouse , Keyboard Win 7 (Lenovo Make)	210
70	Intel Core2Duo E7500 2.93 GHz, 2 GB RAM, 320 GB HDD, 19 " TFT Monitor, Win 7 (Secondary School)	16
71	N Computing U170 USB Model, 16 " Monitor, keyboard, Mouse	160
72	UPS 1 KVA	16

73	UPS 0.5 KVA (YCMH)	93
74	Dell Precision T7500 Quad_core Intel Xeon 5500 Workstation (Dell Make) YCMH	3
75	Medical Grade Workstation Intel Core2Duo E7500 2.93 GHz 2 gB RAM, 320 GB HDD, 21" TFT Monitor, DVD R/W, Win 7 (YCMH)	1
76	Desktop Workstation Intel H57 Chipset motherboard, Intel core i3 550M 3.2 Ghz, 4 GB DDR 3 RAM, 500 GB HDD, 16X DVD ROM, 512 MB NVIDIA, 18.5" TFT Monitor, keyboard,Mouse, Win 7 (DELL Make)	100
77	Desktop Workstation Intel core i3 3.10 Ghz, H 61 Express Chipset ,4 GB DDR 3 RAM, 500 GB HDD, DVD RW, 512 MB NVIDIA, 18.5" TFT Monitor, keyboard,Mouse, Win 7 prof. pre loaded (LENOVO Make)	227
78	2 KVA UPS (APC Make) LBT Dept	15
79	Scanner DR-310C (Cannon Make)	2
80	UPS 600 VA Offline (Champion Make)	70
81	Laptop Lenovo G-510, Intel core i5 2120 Ghz, H 61 Express Chipset ,6 GB DDR 3 RAM, 1 TB HDD, DVD RW, 15.6" LED Display, Web Cam, Win 8 pre loaded (LENOVO Make)	1
82	Epson LX 300 + Printer Dot Matrix Printer (Epson Make)	5
83	Lenovo Thinkpad,Lenovo L 410 model, Intel Core2Due 2.20 GHz, CPU T 6670 @ 2.20 GHz, 4 GB Ram, 300 GB HDD,DVD R/W,HDMI,SATA Port,14 " Display, Win 7	200
84	Rack Mounted 2U Rack Server No of processor -2, Intel Xeon E5-2630(8 core) 2.30 GHz with 15 MB cache ,Intel Chipset, Memory - 4x8 GB,Internal storage - 4x300 GB SAS2.5 10K, Raid support - Raid controller card with 1 GB cache, (Make - IBM) YCMH Dept.	2
85	HP Laserjet M401DN Printer	54
86	Canon Laserjet 6300 DN Printer	20
87	Canon Laserjet 4870 DN Printer (Print,Scan,Copy,Fax)	30
88	Canon Colour Laser Printer (YCMH Dept)	1
89	Scanner DR-3010C, Duplex (Cannon Make)	1
90	Canon Laserjet 6300 DN Printer	8
91	image Class MF4820D Printer Canon Make YCMH Dept Blood bank	4
92	Epson FX 2175 132 Col Dot Matrix Printer YCMH Dept blood bank	1
93	TVS make Label Printer LP 44BU (USB port) YCMH Dept blood bank	1

Timelines and Requirements

A] List of spares to made available for replacement

- . • Hard drive
- . • CD / DVD ROM
- . • Key board / Mouse
- . • RAM
- . • Monitors
- . • Printer accessories like sleeves, fuser assembly, rollers etc...
- . • Lan cards

B] Repair work and there deadlines

- . • Monitor repair 2 day
- . • Printer repair 1 day
- . • UPS repair 2 days
- . • CPU repair 1 day
- . • Network connectivity 1 Hr.

All other repair to be complete max in 1 days' time

C] No. of staff to perform this work

- . • **Two** highly experienced **Network Administrator**
- . • **Sixteen experienced Technicians staff**
- . • **Two** experienced **Technicians staff (UPS repairs) •**
- . • **Two** experienced **Support staff (printer repairs)**

- . • (24 / 7 round the clock support should available for server room)
- . • Sunday will be the only weekly holiday for engineers

Penalties

The party of the FIRST PART(PCMC) shall maintain a separate attendance muster for Resident Engineers. Entries of incoming & outgoing engineer's shall be strictly recorded in the said muster as well as biometric attendance system(biometric machine/system will be provided by PCMC. The Resident Engineer shall report the field work report (F.C.R) to the head of Concerned Dept. of the party of the FIRST PART(PCMC), failing which will be charged Rs. 500/- as penalty for each day and said penalty shall be directly deducted from the bill payment of the party of the SECOND PART(vendor) & the party of the SECOND PART(vendor) Resident Engineer shall not be absent in any circumstances without prior intimation to the In charge of the computer dept. of the party of the FIRST PART(PCMC) & shall make an alternative person as Resident Engineer & the said Engineer shall attend and take necessary action for its fulfilment, failing which the above mentioned penalty shall be charged and recovered accordingly.