



## Paschim Gujarat Vij Co. Ltd.

Regd. & Corporate Office,  
“Paschim Gujarat Vij Seva Sadan”  
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CIN : U40102GJ2003SGC042908

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### **TENDER NOTICE No. PGVCL/IT/CCTV-AMC/67**

#### **SCHEDULE – A**

The PGVCL Corporate Office, RAJKOT shall award the Comprehensive Annual Maintenance Contract (CAMC) for CCTV and equipment of PGVCL Corporate Office, RAJKOT to the tenderer for comprehensive (inclusive of Spare parts) maintenance. Tenderer should offer their Annual Maintenance Charges for the CCTV and equipment (quantity mentioned in “Schedule B”) subject to the following terms and conditions:

#### **Terms & Conditions**

1. **Scope of Service:** Scheduled preventive maintenance once in three months and / or “as and when required” basis. Service includes unscheduled, on call, corrective and remedial maintenance on 24 x 7 basis, i.e. contractor will have to attend breakdown calls whenever reported, without any delay on receipt of information verbally or over telephone/email. Service to set-right a mal-functioning of the system includes solution to hardware / software problems, etc. and replacement of unserviceable parts. Parts replaced will either be new parts or parts equivalent/higher in specification / functioning to the faulty parts. Problems related to network, replacement/repairing of cables, connectors, electrical and all CCTV items like power points, DVRs, Cameras SMPS etc. etc. need to be solved. Contractor will have to repair and / or replace faulty parts free of cost as and when required to run the system smoothly.

**Exclusions: All type of wires, cables, PVC pipe, and UPS battery**

2. **Service Levels & Penalty:** Service call should be attended within 24 hours and solved after attended within 12 hours if no parts are to be replaced, within 48 hours, if the replacement parts are available locally and 96 hours if replacement parts are to be procured from out of station. This duration will be considered from the date and time of call. Failing to fulfill the above time limits will attract penalty Rs.100 per day of delay up to a maximum of 10 days. Once the maximum is reached, PGVCL may repair/replace at party’s risk and cost and also consider the termination of the order and no payment will be made by PGVCL to party, i.e., deposit, Quarterly payments etc.
3. **Payment Terms:** Payment will be made quarterly by A/C payee cheque on receipt of Advance receipt from the contractor. Maintenance charges are payable quarterly for tendering the service satisfactorily for related quarter.
4. The PGVCL reserves the right to terminate the contract if the service of contractor is found unsatisfactory and in that event, the amount paid as Security Deposit shall be forfeited and damage occurred on account of contractor’s fault shall also be recovered from the contractor.

5. In the event of any dispute regarding any clause of this contract, the decision of the undersigned shall be final and binding on the contractor.
6. The general terms & conditions of works contract prescribed by PGVCL shall be applicable in this case. The work order will be issued subject to the same.
7. The charges should be inclusive of cost of spares and incidental charges. This includes electronic parts, connectors, DVRs, HDDs etc. and excluding consumables like Wires, Cables, PVC pipes, UPS batteries.
8. **Agreement Period:** The tenderer shall undertake the Annual Maintenance Contract for the period of one year commencing from the date of acceptance of order. The CAMC period of one year may be extended with same rates (to be applied to increased or decreased quantity of Camera & equipment, if any), terms and conditions on the discretion of PGVCL looking to the performance of the party. The contractor shall do an agreement on the stamp paper of Rs. 100/- as per policy of PGVCL. The agreement paper should be purchased by contractor and submitted to the undersigned.
9. **Experience of work:** "Satisfactory CCTV CAMC Services Certificate" (not older than 6 months) from minimum 2 parties to which the CAMC services have been provided by the tenderer must be provided.
10. During the contract period, if any harm / damage occur to any person / property due to the AMC work, the contractor shall be responsible for the compensation for the said harm / damage to the concerned person / property. PGVCL will not be liable in any case.
11. **Taxes:** The Bidders shall quote rate without GST for services under the contract. Taxes must be specified separately and will be paid as applicable from time to time. TDS and any other tax will be deducted as per rules. The certified copy of PAN and GST in the firm's name is to be submitted along with tender bid.

**Goods and Service Tax (GST):**

The F.O.R. Destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services. The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST(Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).

You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid /

reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

#### INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

12. Bid Evaluation: Tender evaluation will be done Inclusive of all taxes.

Signature of Vendor with Stamp

Chief Engineer (Project)  
PGVCL, Corporate Office, Rajkot.