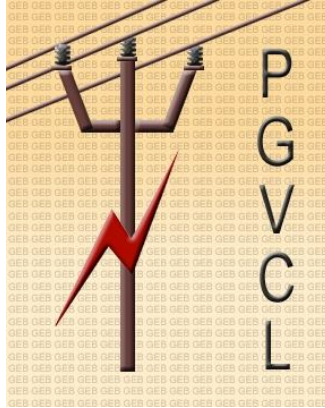


# PASCHIM GUJARAT VIJ CO. LTD

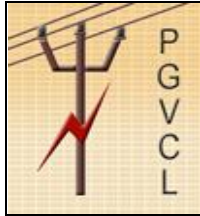
REGD CORPORATE OFFICE, NANA MAVA MAIN ROAD, LAXMINAGAR, RAJKOT-360004



## TENDER DOCUMENT

Annual Maintenance Contract (AMC) for  
IT equipment supplied under RAPDRP Part-A in  
PGVCL, UGVCL and DGVCL

**TENDER No. PGVCL/RAPDRP/IT/AMC/68**



## PASCHIM GUJARAT VIJ COMPANY LTD

Reg. & Corporate Office, "Paschim Gujarat Vij Seva Sadan"

Off. Nana Mava Road, Laxminagar, Rajkot - 360 004

CIN: U40102GJ2003SGC042908; Phone: (0281)2380425, 2380427; Fax : 2380428;

Email: info.pgvcl@gmail.com; Web site: www.pgvcl.com

### TENDER NO. PGVCL/RAPDRP/IT/AMC/68

Chief Engineer (Project), PGVCL invites "**On line Tenders**" for the Annual Maintenance Contract (AMC) for IT equipment supplied under RAPDRP Part-A in PGVCL, UGVCL and DGVCL. Tender Papers & Specifications may be **down loaded** from Web site <https://pgvcl.nprocure.com> (For view, download and online submission) and **PGVCL** web site [www.pgvcl.com](http://www.pgvcl.com) (For view & download only). Tender fee may be paid along with submission of tender in EMD cover, for respective tender. All the relevant documents of tenders to be submitted physically will be received only by Registered Post A.D. or Speed Post addressed to **The Chief Engineer (Project), PASCHIM GUJARAT VIJ COMPANY LTD., Regd. & Corporate Office, Nana Mava Main Road, Laxminagar Rajkot – 360004.** "NO COURIER SERVICE OR HAND DELIVERY" will be allowed.

Sr. No.	Description	
1	Tender No.	<b>PGVCL/RAPDRP/IT/AMC/68</b>
2	Tender Item	Annual Maintenance Contract (AMC) for IT equipment supplied under RAPDRP Part-A in PGVCL, UGVCL and DGVCL
3	Tender Fee in Rs. (non-refundable)	Rs. 7500 + GST 1350 = 8850
4	Estimated cost in Rs.	Rs. 1,07,49,295/-
5	Earnest Money Deposit amount in Rs.	Rs. 1,07,493
6	Pre-bid Meeting	29/06/2018 at 12:00 Hrs. at PGVCL Corporate Office, Rajkot
7	Online Preliminary, Technical & Price Bid i.e. Online (e-tendering) tender / offer submission last date (This is mandatory)	10/07/2018 up to 18:00 Hrs.
8	Relevant documents Physical Submission Last Date (By Registered Post A.D. or Speed Post only) (This is mandatory)	12/07/2018 up to 18:00 Hrs.
9	Date of Opening of Tender Fee & EMD cover documents physical as well as online (if possible)	13/07/2018 at 12:00 Hrs.
10	Date of Opening of Technical Bid physical as well as online (if possible)	16/07/2018 at 12:00 Hrs.
11	Date of Online Opening of Price Bid (if possible)	23/07/2018 at 12:00 Hrs.

**IMPORTANT:**

(1) All the relevant documents as per requirement of the tender are also to be submitted physically along with the Tender Fee and Earnest Money Deposit (EMD) in sealed cover on or before due date and time. All such documents should be strictly submitted by RPAD/speed post along with Tender only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.

(2) The EMD and Tender Fee (non-refundable) will be accepted by a) Cash (up to Rs. 10,000) at PGVCL Corporate Office, Rajkot / Cash Counter during office hours on working days or b) Demand Draft drawn on any Scheduled / Nationalized Bank and other banks authorized by latest GR of Government of Gujarat, circulated by GUVNL time to time, payable at Rajkot and in favour of "Paschim Gujarat Vij Company Limited".

Indian postal Order (IPO) and cheque are not acceptable. Tender without EMD and tender fee shall be outright rejected. Two separate demand drafts for Tender fee and EMD to be submitted in "Tender Fee and EMD" cover.

**One Covers for Tender Fee & EMD and Technical Bid should be separate with marking as "Tender Fee and EMD" and second "Technical Bid". Both these covers should be put in one cover. Please mark your envelope "Tender Bid for AMC of RAPDRP IT equipment".**

(3) Any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

(4) Bidder has to submit Certified Copy of PF, PAN and GST Registration Certificate.

(5) Pre-bid queries should be sent before 2 days of pre-bid meeting.

(6) Vendor registration is not mandatory for this RFP.

(7) PGVCL reserves the right to split the contract into two or more bidders.

(8) PGVCL reserves the right to accept any bid or reject any or all bids or cancel / withdraw tender or re-invite bids without assigning any reason. The decision of PGVCL in this regard shall be final and binding and PGVCL shall bear no liability whatsoever for such decision.

Likewise, the respective DISCOM reserves the right to forfeit the Security Deposit and / or cancel the work order awarded, at any point of time during the contract period, without assigning any reason thereof.

(9) The Price Bid is to be submitted ONLINE only where as Technical Bid is to be submitted in both the forms i.e. Online as well as Physical.

(10) Any deviation in tender bid with tender terms and conditions will disqualify the bidder.

(11) The tenderer should go through all the clauses before submitting the tender.

**Bidders are requested to submit price bid (Schedule - B) online only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price bid will be considered for evaluation.**

Note: Bidders should be in touch with websites <https://pgvcl.nprocure.com> & [www.pgvcl.com](http://www.pgvcl.com) for information regarding revision/corrigendum/Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regards and also not published in newspaper.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the CHIEF ENGINEER (Project), PASHCHIM GUJARAT VIJ COMPANY LTD., LAXMI NAGAR, NANA MAVVA MAIN ROAD, RAJKOT-360004 or email address [itsect.pg@gebmil.com](mailto:itsect.pg@gebmil.com).

**CE (Project)**  
**PGVCL Corporate Office, Rajkot**

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## **SECTION-I: INSTRUCTIONS TO BIDDERS**

- (1) The PGVCL Corporate Office, RAJKOT shall award the LOA / LOI for Annual Maintenance Contract (AMC) for RAPDRP IT equipment installed in various offices of power distribution companies (DISCOMs) PGVCL, UGVCL and DGVCL for comprehensive (inclusive of Spare parts) maintenance.
- (2) The locations of said DISCOMs are mentioned in **Annexure A**. However, the locations are subject to change and contractor will be bound to provide service at changed locations.
- (3) Equipment quantities are mentioned in **Annexure B**. The said quantities may vary during the contract period. The Bidders shall specifically note that the quantities mentioned in the Tender are likely to vary as per the actual requirement / work involved. As such, the successful Bidders shall have to execute the work at the same rates of the order for the changed (decreased / increased) quantities, if any, without any extra compensation whatsoever.
- (4) Specifications of equipment are mentioned in **Annexure C**.
- (5) The list of all Circle Offices of all PGVCL, UGVCL and DGVCL is mentioned in **Annexure D**.
- (6) Tender fee is Non-refundable.
- (7) Tenderer should offer their Annual Maintenance Charges for the said equipment subject to the terms and conditions mentioned in this tender document.
- (8) It should be clearly understood that PGVCL will not reimburse any cost incurred by you for the preparation of offer, site visit, collection of information, or, if you are selected, for contract, meeting or negotiations.
- (9) Bidders should observe a high standard of ethics during the selection process and in the execution of this contract.
- (10) The Bidders are forbidden from furnishing their own printed / typed commercial and other terms and conditions.
- (11) The Bidders shall specifically note that the Tenders are invited on ITEM RATE basis only. However, tender evaluation will be done on Total Tender Amount with tax (GST, etc).
- (12) Bidder has to participate and quote rates for all items mentioned in Annexure B.

## **SECTION-II: QUALIFYING REQUIREMENTS**

1. The contractor should replace faulty parts with original parts from OEM for network equipment, line printers, kiosk, online UPS and servers. It is mandatory for the Bidder to attach notarized undertaking to this effect.

<b>Notarized undertaking for replacement of faulty parts with OEM parts attached (Y/N)</b>	<b>Date of undertaking</b>

2. The Bidder should have an annual turnover above INR 1 crore during last 3 financial years from IT Solutions / Infrastructure certified by C.A.

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Annual turnover above INR 1 crore (Y/N)</b>	<b>Annual Turnover (INR)</b>
1	2017-18		
2	2016-17		
3	2015-16		

3. The Bidder must have minimum five years of experience in providing Annual Maintenance Services in – Computers, Servers, network equipment (Routers, Switches, etc.), online UPS, various types of Printers & Peripherals etc. equipments. Relevant Work orders needs to be attached.

<b>Sr. No.</b>	<b>Year</b>	<b>Work order attached (Y/N)</b>	<b>Name of client</b>	<b>Work order No.</b>	<b>Work order Date</b>
1	2017				
2	2016				
3	2015				
4	2014				
5	2013				

4. Satisfactory Performance Certificate for AMC Services (in English, Gujarati or Hindi language only) mentioned at Sr. No. 3 must be submitted for minimum 3 customers.

<b>Sr. No.</b>	<b>Satisfactory Performance Certificate for AMC Services attached (Y/N)</b>	<b>Name of client</b>	<b>Date of Certificate</b>
1			
2			
3			

5. Total Number of Computers, Servers, online UPS, line printers, routers and switches maintained must be minimum 10% of the quantity mentioned in Schedule B per year for last 3 years. Minimum maintained quantity of equipment mentioned in Schedule B per year for last 3 years must be 1000 units. Relevant Work orders needs to be attached.

Sr. No.	Year	Total number of computers maintained more than 10% quantity mentioned in Schedule B (Y/N)	10% of the quantity mentioned in Schedule B	Total number of computers maintained per year	Work order No.	Work order Date
1	2017		83			
2	2016					
3	2015					

Sr. No.	Year	Total number of Servers maintained more than 10% quantity mentioned in Schedule B (Y/N)	10% of the quantity mentioned in Schedule B	Total number of Servers maintained per year	Work order No.	Work order Date
1	2017		3			
2	2016					
3	2015					

Sr. No.	Year	Total number of Online UPS maintained more than 10% quantity mentioned in Schedule B (Y/N)	10% of the quantity mentioned in Schedule B	Total number of Online UPS maintained per year	Work order No.	Work order Date
1	2017		13			
2	2016					
3	2015					



Sr. No.	Year	Total number of Routers maintained more than 10% quantity mentioned in Schedule B (Y/N)	10% of the quantity mentioned in Schedule B	Total number of Routers maintained per year	Work order No.	Work order Date
1	2017		16			
2	2016					
3	2015					

Sr. No.	Year	Total number of Switches maintained more than 10% quantity mentioned in Schedule B (Y/N)	10% of the quantity mentioned in Schedule B	Total number of Switches maintained per year	Work order No.	Work order Date
1	2017		16			
2	2016					
3	2015					

Sr. No.	Year	Total number of Line printers maintained more than 10% quantity mentioned in Schedule B (Y/N)	10% of the quantity mentioned in Schedule B	Total number of Line printers maintained per year	Work order No.	Work order Date
1	2017		15			
2	2016					
3	2015					

Sr. No.	Year	Maintained quantity of equipment mentioned in Schedule B per year more than 1000 units (Y/N)	Name of Client	Work order No.	Work order Date
1	2017				
2	2016				
3	2015				

**6. Price bid will be opened for those bidders who qualify technical bid.**

### **SECTION-III: SCOPE OF WORK:**

1. Scheduled preventive maintenance (i.e. equipment servicing, equipment health checkup, cleaning hardware equipments with blower, etc.) once in three months OR “as and when required” basis is part of scope of work. Log book report should be submitted to respective circle office.
2. Service includes unscheduled, on call, corrective and remedial maintenance on 24 x 7 basis for CCC and DISCOM business hours basis for other offices.
3. Contractor will have to attend breakdown calls whenever reported, without any delay on receipt of information by email, over telephone or through Service desk and provide trouble ticket / reference number.
4. Service to set-right a mal-functioning of the system includes solution to hardware / software problems, any upgradation / migration, data backup & restoration in case of system formatting / replacement, protection against computer viruses, spyware, etc. in consultation with DISCOM FMS vendor and replacement of unserviceable parts. The firmware changes may not be covered in AMC / ATS.
5. Parts replaced must be compatible and preferably be new parts of original make or new parts equivalent in specification & functioning to the faulty parts. Sufficient stock of spares which are frequently needed or as advised by DISCOM should be kept on hand at some centralized key locations of each DISCOM (like Rajkot, Bhavnagar, Bhuj, Jamnagar, etc. of PGVCL) to minimize delay and downtime of equipment when replacement of parts is required.
6. The computers and printers are connected through LAN. Therefore, problems related to network, replacement of cables, connectors, crimping, LAN configuration, etc. need to be resolved.
7. Contractor will have to repair and / or replace faulty parts without charging any extra cost as and when required to run the system smoothly.
8. All the parts of equipment like but not limited to power cable, data cable, other cables, wires, connectors, rubber / plastic parts or assembly, ribbon mask, printer hammer bank, printer hammer cable, printer logic card, printer head, printer head cables, printer band, printer knob, printer gear mechanisms, printer sprocket tractor, dashboard, display panel, control buttons outer tray, printer shell, printer paper platen sensor, mechanical parts like fuser assembly, pickup assembly, image drum, image transfer kit, electronic parts, motherboard, network & other cards, RAM chips, SMPS, display monitor, hard disk, optical drives, keyboard, mouse, etc. are included in the AMC.
9. Any type of damage excluding physical damage (breakage) shall be covered under the AMC. Any failure or damage to any of the equipment under AMC due to any reason whatsoever except physical damage (breakage) shall be covered under the AMC and should be repaired / replaced by the contractor without charging any extra cost.
10. If any equipment becomes faulty for three times after repairing during a period of 30 days, the same should be replaced by a new / working unit by the contractor.

11. All the parts of all equipment are included in this Comprehensive Annual Maintenance Contract except the consumables viz. battery, ribbon / toner / ink (with refilling / replacement), ribbon cartridge, toner cartridge and ink cartridge. The rates of these consumables including transportation & installation should be mentioned by the bidder in the technical bid and should supply the same at the quoted rate during the contract period as and when required by DISCOM.

Sr.	Equipment	Make / Model	Consumable	Rate including all charges and tax (INR)
1	Line printer	Lipi T6306	Ribbon	
2	Line printer	Lipi T6306	Ribbon Cartridge	
3	5 KVA UPS	Numeric UPS 5000	Batteries	
4	600 VA UPS	HCL Powermate 600SL E	Batteries	
5	N/W Laserjet BW printer	HP Laser Jet 3015 DN	Toner	
6	N/W Laserjet BW printer	HP Laser Jet 3015 DN	Toner Cartridge	
7	A4 size inkjet printer	HP OJ 7000	Toner	
8	A4 size inkjet printer	HP OJ 7000	Toner Cartridge	
9	A3 size inkjet printer	HP OJ 8000	Toner	
10	A3 size inkjet printer	HP OJ 8000	Toner Cartridge	
11	10 KVA UPS	Emerson Super 400D	Batteries	
12	Information Kiosk laser printer	HP LaserJet 1015	Toner	
13	Information Kiosk laser printer	HP LaserJet 1015	Toner Cartridge	

12. In case of shifting of premises of any DISCOM office except CCC, contractor will have to provide the services for disassembling / disconnection of RAPDRP IT equipment at old location, transfer of equipment from old location to new location and assembling / installation of the same excluding setup of Local Area Network (LAN) at the new location. The rate (with GST) for the above activities to be carried by contractor including all types of charges like transportation, materials required if any, etc. shall be mentioned by the bidder in the technical bid. Tax will be paid by DISCOM separately as applicable from time to time.

<p><b>Rate with GST (INR) for disassembling / disconnection of RAPDRP IT equipment at old location, transfer of equipment from old location to new location and assembling / installation of the same excluding setup of Local Area Network (LAN) at the new location (per shifting)</b></p>

13. Any tools or materials required for maintenance work will not be supplied by DISCOM.
14. The material should be taken with proper documentation i.e. call report should be given for material taken and should have proper gate pass.
15. The successful bidder should submit monthly MIS of call logging, completed and pending calls.
16. After the award of AMC order by respective DISCOM and before the start of AMC, successful bidder will carry out the survey of RAPDRP IT equipment and intimate the details of faulty RAPDRP IT equipment to respective DISCOM. DISCOM will arrange to repair the same and thereafter inform AMC vendor accordingly followed by inclusion of said equipment in AMC.

#### **SECTION-IV: BID EVALUATION METHODOLOGY**

1. Bid price shall mean the bid price with tax quoted by each bidder in his bid for the complete scope of work i.e. sum total of amount quoted for all the items will be considered for comparison of price bids with tax.
2. If possible, bids will be opened as per the details prescribed in the event calendar.
3. First, the envelope marked 'Tender Fee and EMD" will be opened. Bids without EMD and Tender fee of required amount in prescribed form, will not be proceeded with further.
4. Next, the technical bid of the bidders who have furnished the requisite EMD and Tender fee will be opened.

## **SECTION-V: GENERAL CONDITIONS OF CONTRACT**

### **(1) Earnest Money Deposit**

E.M.D is payable by Cash (at PGVCL Corporate Office, Rajkot / Cash Counter during office hours on working days) up to Cash (Rs. 10,000) or Demand Draft drawn in favor of the Paschim Gujarat Vij Company Ltd. on any Scheduled / Nationalized Bank and other banks authorized by latest GR of Government of Gujarat, circulated by GUVNL time to time, payable at Rajkot.

- a) No Interest will be allowed against payment of EMD.
- b) The EMD shall be refunded to the unsuccessful bidders within 90 days of the award of Contract on request from the bidder. This amount would not attract any interest during the period of deposit.
- c) EMD of the successful bidder to whom LOA is issued will be returned after the said bidder provides the contract Security Deposit and signs the contract agreement.
- d) If the successful bidder fails to submit Security Deposit within 15 calendar days from the date of receipt of LOA or fails to sign the contract agreement, then the EMD amount (Bid guarantee) will be forfeited by the owner without any notice. Bidder will be disqualified for Award of contract.

### **(2) Dispute**

In the event of any dispute regarding any clause of this contract, the decision of respective DISCOM shall be final and binding upon the contractor. The work order will be issued subject to the same.

### **(3) Damage**

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. DISCOM will not be liable in any case.

### **(4) Transportation and communication**

The contractor has to bare transportation and communication required for the maintenance work. No extra charges shall be paid for the same.

### **(5) Essential Registration**

Contractor should quote PAN, GST Registration No. in the tender. Other registration will also be required if taxes are claimed. TDS and other taxes will be deducted as per rules. The certified copy of PAN and GST Registration in the firm's name is to be submitted along with tender bid.

### **(6) RPFC Rules**

The contractor will be required to follow the rules prescribed by RPFC. Certified "True Copy" of PF Registration Certificate should be invariably included with tender bid along with other documents failing which will account for outright rejection of the tender bid.

### **(7) Delay in bid submission**

Please note that any bid received after the due date and time will not be accepted and the offer will be ignored out rightly. No late tender / delayed tender shall be considered and no any further communication in the matter will be entertained.

### **(8) Confidentiality**

Contractor will maintain complete confidentiality of DISCOM customers' information.

### **(9) Taxes**

The Bidders shall quote price with tax for services under the contract. Tax must be specified separately and will be paid as applicable from time to time.

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.

#### **(10) Corrections in Bid**

The Bidders shall specifically note that any overwriting or corrections or manuscript in the bid shall be ignored and will not be considered authentic unless same are signed and Bidder's Stamp / Seal is affixed.

#### **(11) Interpretation of tender terms**

In case of any doubt or interpretation of the terms and condition, the decision of the Chief Engineer (Project), Paschim Gujarat Vij Company Ltd., Rajkot will be final and binding upon the Bidders and no dispute in this regard will be entertained.

#### **(12) Validities of the Offers**

The validity of the offers will have to be kept open for a period of 120 days from the date of opening of technical bids. In case if finalization of the tender is likely to be delayed, the tenderers will be asked to extend the same without change in prices or any terms & conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will be made.

#### **(13) Security Deposit:**

- a) Within 15 days from the date of receipt of LOA / LOI from PGVCL, the successful Bidder shall be required to furnish a Security Deposit for an amount equal to 5 % (Five percent) of the DISCOM contract price towards the faithful performance of the Contract in accordance with the terms and conditions specified therein.
- b) The Security Deposit is payable to respective DISCOM by any of the two options: (a) Demand Draft drawn in favor of the respective DISCOM on any Scheduled / Nationalized Bank and other banks authorized by latest GR of Government of Gujarat, circulated by GUVNL from time to time, payable at respective DISCOM location or (b) Bank Guarantee from any Scheduled / Nationalized Bank and other banks authorized by latest GR of Government of Gujarat, circulated by GUVNL from time to time. The guarantee should be valid up to 90 days after successful completion of the entire contract work.

- c) In the case of Bank Guarantee, successful Bidder should undertake to renew the guarantee one month before the expiry of the validity date failing which respective DISCOM will encash the Bank Guarantee.
- d) The Security Deposit will be returned to the contractor without any interest after 90 days of the completion of contract period.

#### **(14) General Terms**

The general terms & conditions of works contract prescribed by respective DISCOM shall be applicable in this case. The work order will be issued subject to the same.

#### **(15) Commercial terms**

Below documents must be submitted:

- a) Audited Accounts of last three years of the firm audited by Chartered Accountant.
- b) Documents related tax registration (PAN, GST, etc.)
- c) A list of the Partners / Directors with the permanent as well as present address, phone & fax numbers and other details like their relationship, if any with employee of Gujarat DISCOMs should be furnished along with the tender
- d) Tenderer should specifically mention in the offers and should indicate in Block letters the name of the Partners / Proprietor / Directors who is / are the signing authority.
- e) Declaration regarding blacklisting / stop deal by GUVNL and subsidiary companies
- f) The Bidder should submit copies of GST registration, PAN, etc. certificates.
- g) PF Registration Certificate

#### **(16) Statutory Variation**

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to PGVCL account subject to the claim being supported by documentary evidence.

However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to PGVCL.

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

## **SECTION-VI: SPECIAL CONDITIONS OF CONTRACT**

### **(1) Service Level Agreement (SLA) and Penalty**

- a) For CCC, any type of fault should be attended and resolved within 4 hours in any case. If part is faulty then it should be resolved within 24 hours with part replacement. Failing this will attract penalty as per below table. If the equipment remains faulty for 10 days after the allowed call resolution time, DISCOM may consider the termination of the order. Successful vendor should keep critical / mandatory parts for CCC at CCC location of respective DISCOMs.
- b) Service call should be attended within 8 DISCOM business hours and solved within 12 DISCOM business hours if no parts are to be replaced, within 18 DISCOM business hours, if the replacement parts are available locally and 32 DISCOM business hours if replacement parts are to be procured from out of station. In case the resolution is not possible after 32 business hours, the contractor must provide standby equipment with equivalent specification and functionality with required configuration until the issue in original equipment is completely resolved to the satisfaction of DISCOM. The standby equipment should be provided for all RAPDRP IT equipment except Touch screen kiosk (Information kiosk) and IDMS along with automatic token dispenser machine. This duration will be considered from the date and time of call. Failing to fulfill the above time limits will attract penalty as per below table. If the equipment remains faulty for 20 days after the allowed call resolution time, DISCOM may consider the termination of the order. The penalty shall be calculated by DISCOM which shall be binding to the contractor.

#### **PENALTY TABLE**

<b>Sr. No.</b>	<b>Equipment</b>	<b>Penalty per day (INR)</b>
1	Layer II Switch	500/-
2	Router	500/-
3	5KVA UPS	500/-
4	IP Phone	100/-
5	Desktop + 600VA UPS	100/-
6	N/W Laserjet BW printer	100/-
7	A4 size inkjet printer	100/-
8	A3 size inkjet color printer	100/-
9	Line printer	500/-
10	IBM server	500/-
11	CISCO server	500/-
12	Gateway router	500/-
13	10 KVA UPS	500/-
14	Network rack	100/-
15	IDF/MDF floor mount server rack	100/-
16	Hand set	100/-
17	Head set	100/-
18	Touch screen kiosk (Information kiosk)	100/-
19	IDMS along with automatic token dispenser machine	100/-

## **(2) Contract period**

The contractor shall undertake the Annual Maintenance Contract for the period of one year commencing from the date that will be decided by respective DISCOM after the issue of work order. The AMC period of one year may be extended for a period of one year with same rates for the second year (to be applied to increased or decreased quantity of equipment, if any) with other terms & conditions of the contract remaining same subject to satisfactory performance of the contractor and **at the discretion of respective DISCOM which shall be binding to the contractor.**

In case there is spillover of work beyond the contract period, DISCOM can continue to avail services of AMC Agency with mutual agreement between them. All the existing commercial terms and conditions will apply (to increased or decreased quantity of equipment, if any) for such extended period of engagement.

## **(3) Payment Terms**

The agency shall submit the bill at the end of each quarter for the work carried out during the said quarter to Superintending Engineer of respective Circle Office of DISCOM. Contractor should submit advance stamp receipt with every bill. Bill will be checked by the concerned and processed for payment as per procedures of DISCOM. The payment will be made within 30 days from the date of submission of required documents/details. Payment will be made quarterly by A/C payee cheque on receipt of Advance receipt from the contractor after observation of SLA and penalty deduction. Maintenance charges are payable quarterly for tendering the service satisfactorily for related quarter. Along with quarterly bill, the contractor will be required to submit copies of documents like Fault Attended Register (Call sheet). Payment of services shall be made on the basis of cost quoted on quarterly basis.

## **(4) Coordination with FMS Vendor**

Successful bidder will have to interact & coordinate with Facility Management Services (FMS) vendor of respective DISCOM under the RAPDRP project and IT as well as other staff located at various offices of respective DISCOM. Successful bidder should provide technically sound coordinator for each DISCOM at location decided by respective DISCOM.

## **(5) Local Office**

The successful bidder must have full-fledged offices with Service Centres at Ahmedabad, Rajkot and Surat. Please attach the copy of any of one of the following: Property tax bill / Electricity Bill / Telephone Bill / G.S.T. Registration / Lease agreement. If currently, the bidder is not having the offices at above locations, it is mandatory for the successful bidder to establish the offices in the said locations before commencement of the contract failing which the contract will be liable for termination.

## **(6) Service Team**

The Bidder must have the team of 50 qualified service engineers in Gujarat. The bidder should produce the list of all service & resident engineers with full name, employee's technical qualification & P.F. code number. The bidder has to submit the Copy of P.F. Registration of Organization & last deposited Challan / P.F. Return of their employees with documentary proof.

**(7) Documentation**

Contractor shall have to maintain fault register that should contain details (but not limited to) such as Sr. No. of equipment, Name of equipment, Office, Section, problem details, replacement of parts (if any), call log date & time, call completion date & time, remarks, etc. and the fault attendance report for each visit must be signed by responsible officer of DISCOM.

**(8) Spares**

Sufficient spare parts which are frequently needed or as suggested by DISCOM, should be kept on hand so that the necessary replacement as and when required may be carried out with minimum delay.

**(9) Quantity and Rate**

The quantities mentioned in this tender document may be increased or decreased while placing the order. The rate quoted by the bidder will remain firm during the contract period. No other charges will be payable. Statutory deduction will be made as per applicable rules. All other statutory liabilities towards the contract will be on the part of contractor.

**(10) Sub-contract**

There should not be any sub-contracting adopted by successful bidder. No subcontractor will be allowed. The successful bidder has to provide the AMC services with sole responsibility.

## **SECTION-VII: LEGAL TERMS AND CONDITIONS**

### **(1) Jurisdiction**

The contract shall be subject to Rajkot, Mehsana and Surat jurisdiction for PGVCL, UGVCL and DGVCL respectively.

### **(2) Arbitration**

All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the MD of respective DISCOM, for that purpose, who shall be a retired High Court Judge or retired District and Sessions Judge, and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the arbitration shall be governed by the provisions of Indian Arbitration & Conciliation Act 1996 as amended from time to time and the rules made there under.

### **(3) Compliance of law**

The successful bidder will certify that provisions of industrial & Labor Laws including PF Act, ESI Act etc. as may be applicable has been complied with by the bidder.

### **(4) Force Majeure**

Force Majeure means any circumstances beyond the control of the parties including.

- a) War and other hostilities (whether war be declared or not), invasion, Act of foreign enemies, mobilization, requisition or embargo.
- b) Ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) Rebellion, revolution, insurrection, military or usurped power and civil war.
- d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- e) Neither party shall be considered to be in default nor in breach of his obligations under the Contract to the extent is that performance of such obligations prevented by any circumstances of Force Majeure that arise after the date of the Notification of Award.
- f) If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.
- g) Upon the occurrence of any circumstances of Force Majeure the Contractor shall endeavor to continue to perform his obligations under the contract so far as reasonably practicable. The Contractor shall notify the Engineer-in-charge of the steps he proposes to take including any reasonable alternative means for performance, which is not

prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer-in-charge.

- h) If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the contractor may by reason thereof, having been granted an extension of Time for Completion of the works, either party shall be entitled to serve upon the other, 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall still continue, the Contract shall terminate.

#### **(5) Termination**

Respective DISCOM reserves the right to terminate the contract if the service of contractor is found unsatisfactory. Respective DISCOM reserves the right to forfeit the Security Deposit and / or cancel the work order awarded, at any point of time during the contract period, without assigning any reason thereof and damage occurred on account of contractor's fault shall also be recovered from the contractor. Contractor(s) will not be entitled for any compensation / damages / losses, whatsoever, on account of such termination of the Contract.

#### **(6) Agreements**

The contractor shall do an agreement on the stamp paper of Rs. 100/- as per policy of respective DISCOM after issuance of LOA / LOI within 15 days. Purchase Order will be issued by respective DISCOM only after the said agreement and payment of Security Deposit. The format for agreement is attached herewith. The agreement paper should be purchased by contractor and submitted to the concerned DISCOM.

**CE (Project)**  
**PGVCL Corporate Office, Rajkot**

**SECTION-VIII: CHECK LIST FOR DETAILS REQUIRED TO BE FURNISHED BY THE BIDDERS**

(TO BE SUBMITTED IN PHYSICAL FORM IN SEAL COVER OF "Technical Bid Cover")

<b>Sr. No.</b>	<b>Description</b>	<b>Submitted</b>
1	Tender Fee DD / original money receipt if paid in cash is kept in "EMD & Tender fee Cover"	<b>(Yes / No)</b>
2	Earnest Money Deposit DD / original money receipt if paid in cash is kept in "EMD & Tender fee Cover"	<b>(Yes / No)</b>
3	The certified copy of balance sheet + P & L for last three years duly audited / certified by Chartered Accountant along with CA certificate for turnover is kept in "Technical bid Cover"	<b>(Yes / No)</b>
4	The copies of the orders and certificates of similar work done in last five years are kept in "Technical bid Cover"	<b>(Yes / No)</b>
5	Details of Technical staff available with the company for execution of work	<b>(Yes / No)</b>
6	The following covers as stated hereunder are placed separately and submitted in physical form under sealed cover as "MAIN COVER". This "MAIN COVER" is contained with following two separate covers as under: Cover-1 containing "EMD & Tender fee documents" Cover-2 Containing "Technical Bid documents" Sealed MAIN COVER containing above two covers are sent in physical form by RPAD / Speed post only.	<b>(Yes / No)</b>
7	The copies of registration with sales tax / VAT / CST Number, Permanent Account Number (PAN), GST No., and PF registration no. are kept in "Technical bid Cover".	<b>(Yes / No)</b>
8	Whether the Bid is submitted on Item Rate basis as called for	<b>(Yes / No)</b>
9	Whether the Price Bid is submitted ON LINE only.	<b>(Yes / No)</b>
10	Copy of this tender / offer duly signed with seal on each page of tender / offer documents is submitted and kept in "Technical bid cover"	<b>(Yes / No)</b>
11	No deviation certificate is submitted	<b>(Yes / No)</b>
12	Rates are quoted for consumables	<b>(Yes / No)</b>
13	Rates are quoted for activity related to shifting of premises of DISCOM office	<b>(Yes / No)</b>
14	Index is provided for bid documents with page numbers	<b>(Yes / No)</b>



**SECTION-IX: FORMAT FOR AGREEMENT**

(on Non-judicial stamp paper of Rs.100/- duly Notarized)

**A G R E E M E N T**

THIS AGREEMENT made on this ..... day of ..... Two thousand .....

**BETWEEN**

..... (Name of the Company), having Registered Office at ..... and represented by ..... (Name and designation of the Authorized Officer (herein after called “The Contractor”, which expression where the context so requires or admits shall include his legal heir, administrators, executors, assignees and legal representatives) of the ONE PART.

**AND**

..... (Name of the Company), having Registered Office at ..... and represented by ..... (Name and designation of the Authorized Officer (here in after called “The Purchaser / purchaser Company”, which expression where the context so requires or admits shall include his administrators, executors, authorized person, assignees and legal representatives) of the OTHER PART.

WHEREAS, the contractor willingly submitted bids for the Tender No.....of the Purchaser company for the providing Manpower on contract Basis to carry out PGVCL Centralized Customer Care Center related activities of PGVCL for 12 Months and as per delivery instructions provided in the Acceptance of Tender (AT) / Letter of Acceptance (LOA) issued vide No.....dtd..... by the Purchaser company at the accepted respective prices or rates mentioned against the said items / materials.

AND WHEREAS THE PURCHASER Company has accepted the tender for the providing Manpower on contract Basis to carry out PGVCL Centralized Customer Care Center related activities of PGVCL for 12 Months for the total sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) \*including / excluding taxes upon the terms and subject to the conditions herein mentioned in the agreement.

AND WHEREAS, a list is made out in the “SCHEDULE” hereunder written and all of which said documents of the Schedule are deemed to form part of this agreement and included in the expression “the Supply” wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSES AS UNDER AND IT IS HEREBY AGREED AND DECLARED THAT:-

- (1) The Contractor has accepted the Terms and Conditions set out in the Tender Notice No. .... dtd. .... as well as in the form of Acceptance of Tender (AT) / Letter of Acceptance (LOA) No. .... dtd. .... which will hold good & valid during the period of this Agreement.
- (2) The Contractor shall do and perform for all supplies and things in this agreement mentioned and described or which are implied therein or therefrom respectively or are reasonably necessary for the in-time and in manner supplies as mentioned and subject to the general / commercial terms & conditions and stipulations contained in this agreement.
- (3) In consideration of the due provision, executions, completion of the providing of Manpower, as agreed to by the contractor as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the contractor under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement.
- (4) In respect of the said Tender as per the terms & conditions of this Agreement, the contractor has deposited amount in DD or has provided valid Bank Guarantee of Rs. .... (Rupees .....only) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.
- (5) Upon breach by the contractor of any of the conditions of this Agreement, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the contractor and also to claim reasonable compensation / risk & cost purchase for the loss occasioned by the Purchaser Company due to failure of the contractor to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Purchaser.
- (6) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving ONE MONTH'S NOTICE IN WRITING without compensating the contractor.
- (7) This Agreement shall remain in force till the expiry of satisfactory performance of the providing Manpower during Guarantee / Warranty period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.

- (8) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.
- (9) If subject to the circumstances beyond control i.e. Force Majeure conditions, the contractor fails to deliver the materials, the same shall be governed as per the Tender Documents.
- (10) The agreed value, extent of providing Manpower, delivery dates and other relevant matters may be altered by mutual agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general / commercial terms & conditions of the agreement and the agreement so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.
- (11) The following is the Schedule forming part of this agreement as provided herein above:

### **SCHEDULE**

List of documents:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

In witness whereof the parties hereto have set their hands and seals this day, month and year first above written.

Place:

Date:

1. Signed, Sealed and delivered by :

**(Signature with Name, Designation & official seal / stamp)**

For and on behalf of M/s. \_\_\_\_\_ (Contractor)

(Complete Name, Address of the authorized person of the contractor with Authority letter or Board's Resolution in case of company)

In the presence of Name, full Address & Signatures:

i) \_\_\_\_\_  
\_\_\_\_\_

ii) \_\_\_\_\_  
\_\_\_\_\_

2. Signed, Sealed and Delivered by :

**(Signature with Name, Designation & official seal / Stamp)**

For and on behalf of \_\_\_\_\_ (Purchaser),  
(Complete Name, Designation & Location / Address of the authorised officer as per  
DOP of the Purchaser Company)

In the presence of Name, Full Address & Signature:

i) \_\_\_\_\_  
\_\_\_\_\_

ii) \_\_\_\_\_  
\_\_\_\_\_

**ON STAMP PAPER OF RS.100/-**