Tender Notice UGVCL / IT / 221 / 2019

Tender enquiry for annual maintenance contract of servers.

UGVCL invites tender for the annual maintenance contract of servers. Tender papers & specifications may be received from IT Section, R&C Office, UGVCL, Mehsana. Tender fee to be paid along with submission of 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 superintending Engineer (IT & EMC), Uttar Gujarat Vij Company Ltd., Corporate Office, Visnagar Road, Mehsana: 384 001 (N.G). "Courier service or hand delivery" will be not allowed. This tender is invited in two bid system i.e. Technical bid and Price bid for "Annual maintenance contract of servers" Experienced contractors of OEM partners who has executed work of similar nature and magnitude successfully.

1	Tender No.	UGVCL / IT / 221 / 2019
2	Description:	Annual Maintenance Contract of Servers
3	Quantity	As per Schedule "B"
3	Estimated Cost:	Rs 5,00,000.00 with GST
4	Tender fees:	Rs. 500 + Rs.90(18% GST) = Rs.590
5	EMD:	Rs. 5000/- (1% of estimated value)
6	Security Deposit	5% of contract Value
8	Validity of tender:	90 days from the date of opening of Bid
9	Last date of online receipt of tender on www.nprocure.com	25.06.2019 up to 16.00 hrs.
10	Last Date of physical submission of tender	On or before 29.06.2019 up to 15.00 hrs. by registered post or speed post only
10	Date of opening of technical bid of tender & verification of documents	01.07.2019 at 16.00 hrs. (Tentative, if possible)
11	Date of opening of Price Bid	08.07.2019 at 16.00 Hrs. (Tentative, if possible)

The Tender should be strictly submitted by RPAD / Speed Post Only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained. No tender shall be accepted / opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the UGVCL shall not assume any responsibility for late receipt of tender.

❖ **Prequalification Requirement:**

For better vendor selection in Annual Maintenance Contract of servers tender Notice No. UGVCL/IT/221/2019, we have to add following Eligibility Criteria to participate in the Tender and should enclose supporting documents for fulfilling the Eligibility in the Technical Bid.

❖ This invitation for bids is open to Original Equipment Manufacturers or their Registered/Authorized Suppliers/Distributors/ Dealers/ Authorized Sales & Service Partners.
   - Authorization letter from the OEM (if OEM is not participating) to quote the bid shall be enclosed with the bid.

❖ The company or tenderer should have good strength of service engineers in the relevant field of quoted item. However, the firm should have at a minimum of 5 certified Engineers.
   - List of technical staffs shall be submitted (Name, Designation, Salary Details and Date of joining the Firm, EPF Number & Area of expertise and responsibilities)

❖ Bidder should have an Annual Turnover is greater than Rs. 1 Crores in the previous three Audited years.
   - Annual Report including Balance Sheet and Profit & Loss accounts for the last three audited years shall be submitted. The report should highlight the turnover of the company.

❖ Bidder should have valid sales tax/TIN/Service Registration Number.
   - Valid Documents for TIN/Service Registration Number shall be submitted.

❖ The Tenderer must have completed/ongoing such AMC in the Government/Semi Government/PSU's in the last two years. Proof of such contract must be furnished at the time of submission of bid.

1. <u>One sealed envelope for "Technical bid":</u>

All the relevant documents as per requirement of the tender to be submitted physically along with the Tender Fee, EMD in one envelop with heading of **"Technical Bid for UGVCL / IT / 221 / 2019"**. This technical bid shall be opened at date and time mentioned in the tender notice, if possible. Technical bid will be opened first and subject to evaluation based on the qualification criteria contained in the individual bid document. Price bids of bidders who are assessed and declared as substantially technically responsive on evaluation of the technical bid will be opened for further commercial evaluation.

The Earnest Money Deposit and tender fee will be accepted by cash or Demand Draft on any Nationalized Bank payable at "MEHSANA" & drawn in favor of "UTTAR GUJARAT VIJ COMPANY LIMITED". Tender without EMD and tender fee shall be outright rejected. Two separate demand draft for Tender fee and EMD should be submitted with technical bid.

The above Sealed envelopes are put in one sealed envelope with heading of "**Tender Notice No: UGVCL / IT / 221 / 2019 for** Annual Maintenance Contract of Servers.

2. Price bid

The Bidders are requested to submit online price–bid on www.nprocure.com. No physical covers is required for price bid.

UGVCL rights to give separate order of tender on basis of schedule-B.

Any technical questions, information & clarification that may be required pertaining to this inquiry should be referred to Superintending Engineer (IT & EMC), Uttar Gujarat Vij Company Ltd. Regd. & Corporate Office , Visnagar Road Mehsana -384001.

The UGVCL reserves the rights to reject any or all tenders or accept any tender without assigning any reason thereof.

Chief Engineer (OP)
UGVCL, MEHSANA

1. Scope of the Services:

During the term of this Agreement THE BIDDER agrees to maintain the EQUIPMENT in good working order and for this purpose will provide the following repair and maintenance services.

- THE BIDDER shall provide the services to UGVCL. The scope of work involves Comprehensive Annual Maintenance work for the servers as mention in Schedule "B". Comprehensive Maintenance Service covering supply and cost of the Spares. The term 'maintenance' shall also include rectification of all hardware and software problems/defects and also include cost of all parts/repairs/replacements necessary for the proper maintenance/functioning of the aforesaid systems. No extra charges for any general wear and tear/spare parts, etc. shall be liable to be made by the UGVCL.
- The specification of the all servers are as mention in Schedule-B.
- THE BIDDER shall diagnosis / correct any faults and failures in the EQUIPMENT and shall repair or replace defective parts of the EQUIPMENT on all working days (i.e. 24x7). Comprehensive Maintenance Service covering supply and cost of the Spares including all taxes, repair and maintenance of EQUIPMENTS and associated peripherals, associated hardware. The breakdown/remedial maintenance shall include Repair/Replacement of faulty parts and any other components as required, without any additional cost. Unserviceable / not repairable parts of the EQUIPMENT need replacement THE BIDDER shall replace such parts, at no extra cost to UGVCL, with new same parts or those equivalent or higher to new parts in performance. THE BIDDER shall further ensure that the EQUIPMENT is not down more than 24 hours in any case whether it is a minor or major problem. The BIDDER has to maintain the records for replacement of all new spares machine wise separately with old and new Serial Number. The Bidder have to attend and rectify the minor complaints on the same day.
- The compliance to the call will be certified by user Dept / IT Department on call to call basis for which THE BIDDER will have to arrange for triplicate call report booklet, which will be signed by the user of THE OFFICE. THE BIDDER shall intimate the status of complaints pending / rectified for each complaint and also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on a monthly basis to THE OFFICE.
- Any defective parts withdrawn from the EQUIPMENT and replaced by THE BIDDER shall become the property of THE BIDDER; and the parts replacing the withdrawn parts shall become the property of THE OFFICE.
- **Support Levels SERVER:**

Operating System Support	:	Installation, Update or Upgrade, Troubleshooting and Rectification
Hardware Support	:	Resolution time of replacement of spares or Standby Provision within 24 hrs.
Support Window	:	24X7 supports
Response	:	Response time for any complain should be maximum 4 hours from the time of registering the complaint by any of the way; i.e. SMS / Email / Telephone call by UGVCL authorized person.
Onsite maintenance	:	Problem resolution by Restore/repair/replacement/User Assistance/installation of updates / patches on time Consumption.

- Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.
- Preventive Maintenance must be carried out periodically for quarterly between 1st to 10th.
- Servers can be Blade/Rack/Tower type Servers and shall include server racks, CPU unit, motherboard, RAM memory, monitor, power supply, RAID cards, different types of internal and external storage- including SAN/NAS/DAT type storage as applicable, various types of keyboard & Mouse, KVM switches, speakers, c-moss battery, network cards, power cords and adaptors and all other components, parts, assemblies, sub-assemblies and peripherals attached to the servers etc.
- The contractor shall provide complete support for configuring /upgrading/updating all Operating Systems running on these Servers, e.g. SUN Solaris, Red Hat Linux versions, different versions of Windows 2000/2003/2008 or any other latest Server operating systems, or any other applicable versions of Standard Server based Operating Systems installed on the servers.
- All the latest software patches and Service packs will be loaded/implemented on the Servers in consultation with the IT in charge.
- The Server's clock, if required, will be synchronized with the external standard clock.
- Daily monitoring of Servers for the Server connection and troubleshooting, resolving server operational problems like system 'hang', hard disk crash, peak CPU duty cycle, network connection failure etc.
- Reinstallation/ Managing/ configuration, monitoring and maintenance of any arrangement for Microsoft Active Directory/ Domain Controller/ Similar domain arrangement/ Windows Workgroup/ Similar Workgroup, if and when deployed and installed by the OWNER at a subsequent date shall have to be done by the contractor.
- Creating/modifying/deleting users and groups-Adding, removing users and other routine server management tasks shall have to be done by the contractor.
- Installation, Reinstallation & configuration of any office automation software and any other software's & utilities, as per requirements.
- Installation of bug fixes, updates, upgrades and patches of OS and other Software, as and when provided by OWNER or OEM or application owner.
- Downloading of various upgrades, bug fixes, updates, OS patches, Service packs, Security patches of OS and other System Software from OEM Web sites/provided by OWNER, as and when released, and installation of the same. These Patches shall be installed only after checking the same in the test environment.
- Monitoring of resources like CPU utilization, memory utilization, disk space usage, swap utilization, average load, Systems network traffic etc. vis-a-vis thresholds using various Server Management tools available on servers. If required Contractor may need to procure, deploy and maintain appropriate software tools for the same, without any additional cost implication to the OWNER.
- Restoration of operation of Servers back after any failure using backup data.
- Recovery of data in case of Hard Disk or System crash-In case of Hard Disk failure, the contractor shall make all attempts possible to retrieve the data & transfer to new Hard disk using available tools.
- Changing the system configuration parameters and re- organization the Disk space etc. and keeping the records in the change management tool.
- Support for installation & smooth running of various applications and services running on these Servers. It shall also include regular monitoring and necessary preventive and corrective action to avoid break in services and various applications running on the servers.
- Hardware Monitoring & other warnings, system alerts in Syslog like CPU Panics & SCSI fatal error etc.

- Provide support for Storage Management, such as: -Configuring disk arrays, RAID 5 etc. Configuring Veritas Clusters, Tape drives, NAS/SAN/DAS storage as available.
- Disk and file System cleanups & maintenance using System commands.
- Automation of disk cleanup operations.
- Adding new file systems, Logical volumes and correcting file system inconsistencies.
- Provide support for following activities: -
    - I. File level and share level access control.
    - II. Security updates and OS Patch management.
    - III. Hot Fixes and service packs for OS.
    - IV. Group and system policies implementation.
    - V. OS specific DLL corruption handling.
    - VI. Share & access point controls.
    - I. Verify logs in event logger and periodically clean up log files.
    - II. Take backups of the server file systems and verifying the all system backups by periodically restoring the same.
    - III. Ensure that Network Servers are kept virus/worm/Spy ware free. Contractor shall be required to arrange downloading latest anti- virus updates from the Internet & ensure its implementation immediately. The Owner will provide the licenses separately for the same at his own cost. Any other anti-virus and Spy ware tools with their updates.
    - IV. The contractor shall be responsible for upkeep of server racks and server rooms, maintenance of records / registers, logs, back-up and archival, and clearing of server logs.
    - V. The contractor shall check health of the batteries in Servers (CMOS/RAID) and ensure that they get replaced at appropriate time without any additional cost to the OWNER.

Network Devices:

- Troubleshooting of network problem from edge switches to the network devices (server or any network devices).
- Testing & troubleshooting of the UTP cables in case of any problem.
- Rectification of any problem in the UTP cable termination – RJ45/IO Box/ Patch cord will be covered under AMC.
- Assigning / resetting of network address to network devices.
- Diagnosing & troubleshooting problems related to slow speed in wired LAN related to server and other network devices.
- Enable working of a network point by replacing the existing UTP cable (including terminations at both ends) with necessary related works to upkeep & maintenance of the link, joining of cable using coupler/connectors, re-punching of IO box/ replacing of faulty with new IO box, re-crimping of RJ45, replacing faulty patch cords with factory made patch cords (CAT-6), etc.
- Damage/ cut of UTP & OFC cable (partial or full) due to fire, digging, rodent and any accidental damage will be covered under AMC manage, configure & troubleshooting for almost 100 % availability of present switches & routers and further addition of active elements if any.
- Network Administrator with operators will manage, configure, troubleshoot & resolve complete LAN issues as per contract.
- Restoration of connectivity of node with the Server. Rectification of fault in LAN points, I/O ports, Patch cord and RJ-45 connectors. Splicing of Optic fiber cabling as and when required, Crimping Cat

5, 5e, 6 cables. Maintenance of LIU's, I/o ports SC/SC, SC/ST, LU/LC cables etc. laying of Cat 6 cables between two points, capping/ casing as and when required Maintenance of the cables, I/o ports, rack dressing of each network rack with testing and labeling.

- Sub Contract of AMC, THE BIDDER will not allow to subcontract or permit anyone other than THE BIDDER personnel to perform any of the work, services or other performance required of THE BIDDER under this Agreement without the prior written consent of THE OFFICE.
- The maintenance service includes maintenance of accessories, attachments, equipment or other devices of server. Repair of damage resulting from accidents, natural disasters, fire, power fluctuation etc. are covered by the provisions of the contract.
- The above service consists of preventive and corrective maintenance and includes carrying out of the necessary repairs with original spare parts only. The Bidder is expected to repair / replace the item in case of any hardware failure, within 24 hours (next business day) after the defect has arisen.
- In case of non-availability of spares, the Bidder shall provide an equivalent system for use within the limits of downtime as provided in the contract till such spares/repair of the system is carried out without any additional charges. Failure to provide equivalent systems within the time frame allowed for downtime will attract penalty as indicated in the contract.
- Provision of equivalent systems include loading of necessary software's (OS & other general application software's), configuration of the system and making the system operational till such a time as the original system is restored to the satisfaction of the Owner.
- In case the system is to be repaired with parts other than original parts due to non-availability of original spare part, the Bidder should give proof of non-availability of original spare from OEM. The alternative spare part should be approved by the Purchaser before replacement. The supply of spares is the responsibility of Bidder.
- All replacements of defective parts of equipment's carried out during the above maintenance would be the property of Purchaser while the defective part becomes the property of Bidder.

- Within 07 days of such award of contract, the successful Tenderer, shall commence the services, covering the entire scope of work, under the contract after taking over the assignment from Current AMC provider, if any.

Service Engineer:

- The said personnel shall be well versed in solving day-to-day problems encountered in the hardware and software and shall be capable of installing the software. They shall all be equipped with maintenance kits comprising tool box, multi meter, one external hard disk drives, one pen drive, diagnostic software and external CD ROM/combo drives including device driver software and any other tools & tackles required for carrying out such services.

- Service Engineer should not duplicate the driver-software, nor share the product keys or license information available with this office, nor make them available for other use outside the purview of this office. All such software media if taken from the UGVCL library should be returned on day-to-day basis. The Service Engineer will maintain secrecy of the data and applications being used by the various user departments in UGVCL.

- Additional service engineer/s may have to be deployed on a particular day or during a particular period depending upon the number of pending complaints, multiple failures in a day -without any additional cost- required to maintain the systems in time.

- The travelling expenses of engineers will be borne by the firm
- Service Engineer deployed by your firm should be suitably qualified and trained for the job intended to be performed by them.
- Service Engineer should be conversant with local language "Gujarati" in addition, they should have working knowledge of Hindi, so as to interact with end users.
- Service Engineer should be extremely polite with employees and should be able to address end user IT Hardware issues.
- You shall provide the ID Cards to the Service Engineer. While on duty, ID card should be hung around his/her neck in such a way that it is easily visible.
- Co-Ordinator will have to be employed by the agency to ensure smooth working with different offices.
- The integrity of Service Engineer should not be doubtful.
- Serious action shall be initiated against the agency if any of the Service Engineer deployed by you misbehaves with any of the employee of UGVCL or gets into any act, which could hamper the image of UGVCL.
- The Service Engineer will conduct in a decent manner all the time. The service providers would be responsible for his/her good conduct, antecedents and any intentional damage caused to UGVCL by him/her.
- The Service Engineer will not involve in any altercation or quarrel with the employee of UGVCL. He/she will not use any abusive/unparliamentarily/threatening language. His/her behavior should always be courteous.
- The Service Engineer would be allowed to work provided him/her performance is of high quality. In case of non-performance, misconduct, misbehavior, doubtful integrity or any other reason, he/she would be taken out of the project and necessary suitable replacement acceptable to UGVCL will have to be provided by the bidder immediately.
- Person below the age of 18 years shall not be employed for the work.
- The Service Engineer will intimate MANAGER (IT), Corporate Office, UGVCL for each and every call attended by him.
- UGVCL will carry out independent checks, as required with respect of above.
- You shall provide services for the repair and maintenance of the equipment to be maintained during the normal working hours of the UGVCL viz. 10.30 A.M. to 6.10 P.M, Monday to Saturday excluding Sundays, 2nd/4th Saturdays and Gazetted holidays. However, in special circumstances, the Contractor may be required to provide such services on holidays also.
- Complaint (Call) Slips/Complaint (Call) Register: Call Slips/Fault register that should contain details (but not limited to) such as Sr. No. of equipment, Name of equipment, Name of end user with designation, Name of Office, Name of Section, problem details, replacement of parts (if any), call log date & time, call completion date & time, remarks, solution/remedial actions taken, user feedback etc. The call slip must be signed by responsible official of UGVCL.
- You will maintain Complaint Slip/Call Slip in triplicate. One copy of Call slip will be given to end user after attending and rectifying the fault. Call slip must be signed by the end user and his/her feedback must be taken after attending and rectifying the fault. Second copy of call slip duly signed by the end user is to be submitted with quarterly bill.
- The contractor will maintain all records of the complaints in a history sheet/Call Register. Details of all maintenance related jobs undertaken shall be entered into the history sheet/Call Register. All complaints shall be logged and counter signature of the end user/IT Staff shall be obtained on the complaint log sheet/ log book/ register after rectification of the defect. Xerox copy of Complaint register to be submitted to monthly basis to JP/M (IT), corporate Office, UGVCL,

Taking/handing over

I. On hand inventory of assets has to be done by the vendor along with one person from the UGVCL IT within 10 days of award of work. At the time of taking over the machines under AMC, the vendor should take note of the following:

II. Machines which are working will straight away come into AMC from the date of signing of contract.

III. For the machines which are non-working, vendor will advise the parts to be repaired/ replaced so as to make these machines functional. UGVCL will get these repairs/replacements done on their cost from the vendor for which payment on actual basis would be made. After these repairs/replacements, the machines would come under AMC.

IV. AMC will cover the entire configurations of the machine as per clause 1(ii). At the time of taking over of the assets under AMC, responsibility of AMC of these functional parts automatically get transferred to the vendor.

V. Non-working and obsolete machines would not be covered under AMC and would be advised for condemnation. No payment would be made for these.

VI. The Contractor shall provide services for minimum ten working days beyond the date of expiry of the contract without any extract cost so that all the equipment under maintenance contract is handed over to the next contractor.

VII. In contract Rectified/repaired by the Contractor within the next ten working days failing which the equipment shall be got rectified from alternative sources and the cost thereof shall be deducted from the respective quarter payment.

VIII. The payment for last quarter would, however, be made only on successfully handing over the server in a condition and status not less than that in which they were taken over, to the next year's contractor. However, if the defects, shortcomings noticed during next year's Handing over/Taking over are not set right by the successful bidder of this tender then the same will be done by the UGVCL through other means and cost towards that would be deducted from the last quarter bill to be paid to them.

2. Total Value of the work Order:

The total estimated value of the work is approx. Rs. 5, 00,000/- with GST as shown in schedule B. As per Schedule – "B" all these servers should be maintain for the one year. Prices are firm and with applicable taxes.

3. Security Deposit:

- Within 15 days from the date of issue of Letter of Acceptance from the UGVCL, shall be required to furnish a Security Deposit for an amount equal to 05 % (Five Percent) in the form of cash or bank guarantee of the total contract price towards the performance of the Contract in accordance with the terms and conditions specified therein. The guarantee shall be valid up to 90 days after completion of the entire contract work.
- The Performance guarantee (SD) will be returned back without any interest on successfully completion of contract period.

4. EARNEST MONEY DEPOSIT: (E.M.D.):

EARNEST MONEY DEPOSIT: (E.M.D.) 'EMD COVER DOCUMENTS' CONTAINS THE FOLLOWING: The following documents as stated hereunder out of 8 documents mentioned here under of commercial terms and condition of tender are required to be submitted in physical form under Seal cover of "EMD/Technical Documents Cover".

[1] Tender fee amount by way of demand draft or photo copy of money receipt of tender fee (self-certified), if tender fee paid in cash at corporate office of UTTAR GUJARAT VIJ COMPANY LTD. This is mandatory.

[2] Earnest Money Deposit (E.M.D) amount by way of demand draft and/or valid Bank Guarantee in original OR copy of money receipt, if EMD paid in cash at Corporate Office of UTTAR GUJARAT VIJ COMPANY LTD. This is mandatory.

a) If the EMD amount is more than Rs.1 Lac, it should be paid either by Demand Draft or Banker's Cheque or Bank Guarantee. Otherwise it should be paid either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by Demand Draft or Banker's Cheque or pay order only. Payment of EMD by RTGS/NEFT/on line shall be encouraged.

b) The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI (SSI/ MSME Part-II/ Udyog Aadhaar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible in the tender if they take part in the tender indirectly either through dealer, agents, distributors or other intermediators.

c) The Certificates should indicate the manufacture of items offered. In case of Udyog Aadhar Memorandum, it should indicate the manufacture of related group of items.

d) The MSME firms has to submit valid duly attested copies of SSI/ MSME Part-II/ Udyog Aadhaar Memorandum) or CSPO / NSIC / DGS&D Registration Certificates in EMD Cover to avail benefit of MSME unit for EMD payment. The documents required for MSME is mediatory to avail benefit of MSME unit.

Also take note that, if the EMD be paid by way of Bank Guarantee, the validity of Bank Guarantee must be for 6 Months from the date of submission of the bid for this tender.

[3] The Copy of valid vendor registration letter of tender item/s issued by GUVNL or its any subsidiary company OR the copy of receipt of the fees paid towards vendor registration. The complete guideline for registration of vendors & Vendor development policy is attached herewith as APPENDIX-1. This is mandatory.

Note: The bid will be rejected out rightly, if the above mandatory documents i.e. (At Sr. No.: [1] to [3]) are not submitted in physical form in "EMD Cover Documents".

Moreover, the following documents (for Technical Evaluation) are also required to be submitted in physical form in "EMD/Technical Documents cover".

[4] Drawing/s of each item of tender duly signed & stamped of the bidder as per technical specification / requirement of tender documents.

[5] The Copy of valid Bureau of Indian Standard (BIS) license Or copy of application of renewal (applied before expiry of license) of such license along with photo copy of license (expired) and copy of money receipt / acknowledge of BIS, if license expired at the time of bidding, duly notarized. This is mandatory wherever applicable as per technical specification / requirement of tender documents.

[6] Valid Type test report of tender item/s, not older than 7 years, from any Govt. approved laboratory or laboratory as per tender requirement / technical specification, duly notarized.

[7] List of orders of tender item/s, executed / under execution, which are received by bidder in last five years (five years from the date of publishing of the tender), from GUVNL (Formerly GEB) or their subsidiary companies viz. MGVCL/DGVCL/UGVCL/PGVCL/GETCO/GSECL should be submitted in physical form in "EMD Cover Documents". The details of list of such order/s should cover the details of Order placing company, Date of order, Name of item/s of order, Item wise qty. of order, status of supplies etc. However, the copies of any such orders along with performance reports issued by purchaser should be uploaded by bidder in technical stage of online tender. Please note that these details are required for deciding performance / experience / status of bidder.

[8] The Copy of High-Quality ISO certificate duly notarized

The documents mentioned under [4] to [8] are required for technical evaluation of bid hence bidder should submit the same along with the "EMD/Technical Documents cover" in physical form.

8.1 All the Bidders shall be required to pay EMD, except those who are exempted as per Industries & Mines Department, GoG New Purchase Policy Resolution No. SPO/102015/691093/CH dated 03/06/2016 for Small and Micro Scale Industries.

8.2 In cases, where EMD need not to be paid, valid exemption Certificates duly notarized has to be produced / attached in place of EMD documents as per the Tender Terms and Conditions. 8.3 The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI (SSI/ MSME Part-II/Udyog Aadhaar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediates.

8.4 The Certificates should indicate the manufacture of items offered. In case of Udyog Aadhar Memorandum, it should indicate the manufacture of related group of items.

8.5 Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD. Further, Over & above mentioned in clause No.8.3 to 8.5, bidders who are exempted as per Gujarat state purchase policy-2016 will be eligible for exemption from payment of EMD.

8.6 Participants not covered under these categories mentioned at Clause No. 8.3 will have to pay EMD compulsory, as prescribed below, failing which the "Bid" will be treated as "Disqualified Bid" and

automatically stand as "Rejected Bid" at the time of opening of Preliminary / Technical Bid. Bidder have to submit detailed break up of EMD amount against item/s offered by them in EMD cover in following format:

Sr. No	Offered item in tender	EMD Amount for MSME (GB & OGB) Units in Rs.	EMD Amount for Non-MSME units in Rs.

8.7 Any basic document with regard to EMD will not be acceptable after closing time of On-line bid of Tender.

8.8 If the EMD amount is more than Rs.1 Lac, it should be paid either by Demand Draft or Banker's Cheque or Bank Guarantee. Otherwise it should be paid either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by Demand Draft or Banker's Cheque or pay order only. Payment of EMD by RTGS/NEFT/on line shall be encouraged.

8.9 EMD of the unsuccessful Tenderers if paid in Cash / Demand Draft / Banker's Cheque will be returned within 15 days from the date of placing of the order to the successful Tenderer through RTGS / NEFT for credit to his Bank Account. The Bidder shall have to give details of his Bank Account with a Cheque duly cancelled. No claim for refund of EMD without original Money Receipt shall be entertained by the COMPANY. The details of refund of EMD by RTGS with transaction No. should be informed to respective bidder by letter/ e-mail etc.

8.10 EMD will be returned to the successful Bidders, only on their submission of Performance Guarantee towards execution period (i.e. Security Deposit) against order released on them.

8.11EMD will be encased & forfeited (i) if the tender, which it covers, is withdrawn during the validity of the offer and (ii) the Tenderer fails to furnish / deposit the Performance Guarantee towards Execution Period (security deposit).

5. Submission of Bills and Payment:

Vendor has to submit your quarterly bills in triplicate to mentioning i.e. copy of service tax no form ST-2, VAT, Pan no etc. and all preventive maintenance checking reports of specific quarters and all supporting documents to the S.E. (IT & EMC), RO, UGVCL for payment & N.A., if you are late or not submitting the bills within time limit, Company is not responsible for late or non-payment of the bills. Income tax and other taxes are to be deducted from your bills as per income tax act. The bill will be checked by Programmer/Manager (IT) and will further proceed to payment to Dy.C.A.O and from passing & payment observing for militias. Payment will be made within 30days after deducting TDS & GST TDS through NEFT/RTGS.

6. Taxes

Income tax, TDS and GST TDS will be deducted as per rules.

7. 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 within the original contractual delivery period. The amount 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 SGSCT Act, 2017and 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 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.

8. 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 COMPANY's 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 COMPANY.

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

9. Contract period:

The term shall be initially for a period of 01 (One) year from the date of commencement order and after fulfilling the services of UGVCL and the period can be extended for a further period of one year as mutually agreed.

10. Penalty:

- Every call/service request will have to be attended within 4 hours from the complaint lodged and resolve the issue otherwise penalty imposed as per penalty table.
- The Guaranteed uptime performance requirement is **99%** for each servers/items mentioned in **Schedule-B**. If bidder is not able to maintain same, penalty charges levied as mentioned in below penalty table. Nonpayment of penalty amount may result in to encashment of Bank Guarantee.

  Uptime is defined as below:

$$\text{Up Time (\%)} = \left(\frac{\text{Total no. of hours in month - Downtime of servers/items in hours}}{\text{Total no. of hours in the month}} \right) \times 100$$

➢ **Penalty Table**

Up time (%)	Penalty of Total quarterly bill amount in (%)
<=99 %	3 %
<=98 %	5 %
<=97 %	8 %
<=96 %	10 %

- Penalty plus applicable GST would be levied as per penalty table from your quarterly bill amount, if equipment under your maintenance remains unrepaired, after 48 hours UGVCL will be free to get it repaired or purchase from outside other party at your risk and cost. The amount so paid to the other party will be deduced from the amount due to you without any further prior intimation or correspondence in this matter. Sum of all recoveries levied during the quarter shall, however, be limited to the amount of quarterly bill.

11. Default in performance by Agency:

If the Bidder is not executing the works in accordance with the contract or is neglecting to perform his obligations, the UGVCL may give notice to the Bidder. The notice will be issued on occurrence of any event described hereunder.

- The agency has failed to fulfill any rules/regulation within reasonable time.
- The agency assigns the contract or subcontracts whole of the works or part thereof.
- The Bidder/agency becomes bankrupt insolvent, has a receiving order made against him or compounds with his creditors, or carried on business under a receiver, trustee or manager of the benefit of his creditors or goes into liquidation.
- Any other instance which violate the terms and conditions of this order.
- During this period, any work carried out by outside agency, such expense should be recover from your Bill.

The UGVCL may after giving 10 days' notice to the Bidder, terminate the contract. Any such expulsion and termination shall be without prejudiced to any other rights or powers of the UGVCL or the Bidder under the contract. The employer may upon such termination complete the work himself.

The UGVCL shall not be liable to make any further payment to the Bidder until the works have been completed.

12. Restriction / Termination of Contract:

- The company reserve the right to terminate the agreement by giving 10 days' notice in writing and no charges towards the unexpired period will be payable by the UGVCL.
- Delay in excess of 05 days will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- Penalty shall be charged three times during the contract period during one year is a sufficient cause to terminate the contract.

13. Liability:

The UGVCL does not accept any responsibility as regards of Factories Act. Workmen Compensation Act, Minimum Wages Act or any other acts of rules, which is concerned with the labors. You will be fully responsible for the persons/labors engaged by you, for any activities to be completed as per scope of this contract.

14. Agreement:

As per company's rule an agreement on stamp paper of appropriate value is to be done in the prescribed form within 10 days from the receipt of the order.

15. Arbitration:

All matters, question, disputes, difference and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either of both parties under this Contract be subsisting at the time of such dispute and whether or not this Contract has been terminated or purported to be terminated or completed, shall be referred to the Mutually Agreed Arbitrator under Indian Arbitration Act 1996. The Award of the Arbitrator shall be final and binding on the parties to this Contract.

16. Accidents:

You shall be liable for and shall indemnify the employer against all losses, expenses, or claims arising in connection with the death or injury to any person employed by the Bidders or employee of owner for this work; unless caused by any acts or default of the employer. You shall be liable for and shall indemnify yourself against all losses, expenses or claims arising in connection there with.

17. General:

Unless otherwise specified, you shall abide by all the specifications and terms and conditions of the tender documents. None of the conditions stated in your offer or subsequent letter shall be deemed to be accepted, unless stated specifically stated herein.

Please acknowledge receipt of this order and confirm you acceptance thereof within 10 days. If you fail to acknowledge receipt of this order within the above-mentioned period you will be deemed to have accepted the same on the terms and conditions set out therein.

18. Confidential and Proprietary DATA:

- THE BIDDER acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to THE OFFICE. THE BIDDER agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information, and not to release or disclose it to any other party. THE BIDDER agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this Agreement can be fully satisfied.

19. Contractor's Undertaking:

- I/We have carefully read all the terms and conditions contained in these Specifications and am/are agreeable to the same. In token therefore, I/We have laid our signature and seal hereunder on each page.

THE OFFICE reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.

THE OFFICE's Right to accept Any Bid and to reject Any or All Bids - THE OFFICE reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
All correction / addition / deletion shall require authorized countersign.

During the period of contract, in any dispute arising between THE OFFICE and THE BIDDER, the decision of THE OFFICE will be considered final.

However, in any case if the requirement of Arbitration is felt then the appointment of Arbitrator will be made by THE OFFICE only and the decision of THE BIDDER shall be bound by the decision taken by such appointed Arbitrator.
The jurisdiction of any dispute will be **MEHSANA**.

Tenderers should upload the following details/documents in technical stage of on-line tender.
Registration No./GST NO
Audited accounts and financial turnover of last three years
copy of order/s of tender work/items executed in public sector/private sector/semi govt/

Thanking you.

Chief Engineer (OP)
UGVCL, Mehsana

Schedule – "B"

- Servers may be shifted at Gandhinagar or Mehsana.

No	Details of Peripherals	No of Items.	Maintenance Charges	GST (%)	GST Amount	Total Amount	Location
1	Blade Chassis Enclosure Dell PowerEdge M1000e **SR. No: H3CGD2S**	1					GUVNL, Data Centre, Vadodara
2	Dell power connect (TM) M6220 Gigabit Managed Ethernet switch	2					
3	Dell Brocade M5424 FC8 Fiber Channel Switch (12 Ports + 2 x SFP)	2					
4	Blade Server Power Edge M610 Intel Xeon Processor E5640 2.66Ghz, 12MB Cache (32 GB Ram And 2*300 GB SAS HDD) SR. **No: 14CGD2S, 24CGD2S, 34CGD2S, 44CGD2S, J3CGD2S**	5					
5	Storage for Server Power Vault (TM) MD3620f (10*300 GB SAS, 12*1 TB NL-SAS) **SR. No: 329CD2S**	1					
6	IBM X3550, Intel ® Xeon quad core E5405(80W 2.0 GH /1333Mhz/12MB L2 ,146GB X 3 SAS HDD,8GB(4X2GB) RAM, (Upgraded 8 GB (2 x 4GB) RAM in 2 Server) **SR. No: 99N4287, 99N9129, 99N8481**	3					UGVCL, Corporate Office, Mehsana
7	IBM X3400, Intel ® Xeon quad core E5405(80W,2.0 GHz 1333Mh /12MB), 146GB X 4 SAS HDD, 8GB(4X2GB) RAM, (Upgraded 146GB x 4 SAS HDD and Raid Controller) **SR No: 99C0310,99B9567**	2					
8	HP ProLiant DL180G6 Intel@Xeon@ Processor E5504 (2.00 GHz, 4MB L3,12GB (6 X 2GB) RAM, 5 X 250GB 3G SATA 7.2K 3.5 MDL HDD) HP P410/256 Smart Array Controller, HP Slim SATA DVD-ROM for DL180 G6 2 X HP 460W CS HE Power Supply Kit	1					EMC Office, Gandhinagar
					Total Amount		

Rupees in figure:

Rupees in words:

Chief Engineer (OP)
UGVCL, Mehsana