



INSTRUCTIONS TO BIDDER

&

CONDITIONS OF CONTRACT

**Requirement of 10 Mbps Internet Leased Line (ILL) at
SCADA Office, Gandhinagar**

TENDER ENQUIRY NO: - UGVCL/IT-EMC/10 Mbps ILL/230/2020-21

UTTAR GUJARAT VIJ COMPANY LIMITED

MEHSANA



Requirement of 10 Mbps ILL at SCADA Office, Gandhinagar.

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| 1. Estimated cost | : | ₹ 9,43,000.00 |
| 2. Earnest Money Deposit | : | ₹ 7,500.00 |
| 3. Security Deposit | : | 10% of contract value |
| 4. Tender Fee | : | ₹ 500.00+GST(18%) = 590 |
| 5. Last date of online bidding | : | 24-02-2020 up to 17:00 |
| 6. Last date of receipt of tender | : | 27-02-2020 up to 15.00 |
| Physical bid | | By R.P.A.D. & Speed Post |
| 7. Date of opening of tender | : | 28-02-2020 at 16.00 (If Possible) |
| 8. Time limit of the work | : | Five years |

**Addl. Chief Engineer (P & RE),
Registered Office,
UGVCL, Mehsana.**



An open tender invited to provide 10 Mbps Internet Leased Line (ILL) at UGVCL, SCAD Office, Gandhinagar.

1. Terms & Conditions:

1. The tenderer should go through all the following clauses before submitting their tender.
2. Tender fee (Non-refundable) ₹ 590/- should invariably be paid by way of **Demand Draft**; otherwise offer will be ignored out rightly. **Indian postal Orders (IPO's) & cheques are not acceptable.** Demand Draft should be in the name of the "**Uttar Gujarat Vij Company Ltd.**" payable at **Reg. & Corp. Office, UGVCL , Visnagar Road, Mehsana - 384 001.**
3. There will be a three stage bidding process. The Bidder should submit the EMD and tender fee in separate sealed cover and tender documents in separate sealed cover and reach to this office not later than 3.00 p.m on due date as specified in the tender notice through **RPAD/Speed post** only. **No physical financial/price bid should be submitted.** The financial/price bid should be submitted on <https://www.nprocure.com> only. The tender should be highlighted "**Tender: UGVCL/IT-EMC/10 Mbps ILL/230**" on top of cover. 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.**
4. **Earnest Money Deposit:** E.M.D of ₹ 7,500/- is payable either by Demand Draft or in form of Bankers Cheque in favor of the **Uttar Gujarat Vij Company Ltd.** on any Scheduled / Nationalized Banks. It should contain Documents towards payment of Earnest Money Deposit (EMD) & Tender Fee may please be kept in the Technical Bid cover only.
5. No Interest will be allowed against payment of EMD.
6. 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.
7. EMD of the successful bidder to whom LOI is issued will be returned after the said bidder provides the contract Security Deposit and signs the contract agreement.
8. **Validities of the Offers:** The validity of the offers will have to be kept open for a period of 90 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.
9. **Prices:** Prices quoted shall be FIRM. The Bidder shall quote the price without tax. The taxes will be applied as per government prevailing rates.
10. Prices will be open of the technically qualified bidder.
11. In the event of any dispute regarding any clause of this contract, the decision of the undersigned shall be final and binding on the contractor.
12. The general terms & conditions of works contract prescribed by UGVCL shall be applicable in this case.
13. The work order will be issued subject to the same.
14. The quantities mentioned above may be increased or decreased while placing the order due to which order value may vary accordingly at the same rates.



15. Contractor should quote GST, PAN nos. in the tender. Other registration will also be required if taxes are claimed. TDS will be deducted as per rules. The certified copy of PAN in the firm's name is to be submitted along with tender bid.
16. The undersigned reserves the right to accept any or reject any or all bids without assigning any reason thereof and the decision of undersigned in this regard shall be final and binding. Likewise, the undersigned 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.
17. Compliance of law: The successful bidder will certify that he has complied with provision of industrial & Labor Laws including PF Act, ESI Act etc. as may be applicable.
18. Contractor will maintain complete confidentiality of UGVCL customers' information.

2. Security Deposit / Performance Guarantee:

1. If the successful bidder fails to submit Security Deposit / Performance Guarantee on ₹ 300/- stamp within 15 calendar days from the date of receipt of LOI 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. Within 15 days of receipt of notification of award from the employer, the successful Bidder, to whom the work is awarded, shall be required to furnish a Security Deposit for an amount equal to 10 % (Ten percent) in the form of 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 amount of earnest money shall be adjusted against the performance guarantee (Security Deposit).
3. The Performance guarantee will be returned to the tenderer without any interest after 90 days of the completion of contract period.
4. Security Deposit if paid will be returned on successful completion of the order and only after the performance Guarantee Condition is fulfilled.

3. Eligibility criteria:

1. The bidder may be a Government Organization / PSU / PSE / partnership firm or a limited company under companies act.
2. The bidder should have Unified License (UL) / Unified Access (UA) and ISP License with Category / Class A from DOT and should have fiber network in Gujarat and operational.
3. The bidder should have executed at least one similar project in any Government of India Institution or Private Sector.
4. The bidder should be in Core ISP business providing DDOS detection and mitigation services.
5. The bidder should have own access network for providing last mile connectivity.
6. The bidder should have 24*7 fully functional Customer Service Center / NOC and e-mail facility for complaints.

7. The bidders should have not been black listed / stop deal by any of Government Authority / Public Sector Undertaking (PSUs).
8. Bidder must have average turnover of ₹ 50 Lac in last 3 (three) financial years.

4. Scope of work and technical specifications:

1. The bidder should provide 10 MBPS dedicated 1:1 Leased Line
2. The uptime of Leased Line should be greater than 99.5%.
3. The bidder should provide 10 Real / Dedicated IP with bandwidth.
4. The lease line setup work should be done **One month** from the date of orders. Time factor is very essential. In case the installation work lease line functioning will not be delivered within the period stipulated in the order, penalty of ₹ 500/- plus GST per day will be deducted and maximum upto 10% of order value plus GST. The SLA penalty will be deducted separately as per SLA & Penalty clause no. 5. Due consideration will be given for reason absolutely beyond your control for which documentary evidence will have to be produced to the satisfaction of the competent authority of the Company.
5. Complains can be done by IT & EMC, UGVCL, EMC Office, Gandhinagar representative in the form of mail, Phone call, Letter or fax should be resolved within stipulated time. In case the restoration work lease line will not be delivered within the period stipulated in the order, you will liable to pay at the discretion of the competent authority, a penalty to the Company as per SLA mentioned. The successful bidder should provide phone nos., e-mail, escalation matrix and other details to log the complaints.
6. The bidder should provide monitoring tool for monitoring of bandwidth utilization, up time and MIS/KPI reports as per UGVCL requirement.

5. SLA & Penalty:

1. Assured 99.5% uptime at any point of time (Measured Monthly), followed by Service Lease Agreement.
2. 24*7 technical support online and onsite from helpdesk by qualified person.
3. Internet service provider will provide additional bandwidth on demand two or three times a month without any additional cost.
4. The uptime and penalty will be calculated as follows:

Measurement	Defination	Target	Penalty
Overall Availability	Availability = {1- [(Downtime)/(Total Time - Maintenance Time)]} *100.	>=99.5	NA
		Between 99.5% and 97.5%	For every 1% Degradation in the uptime there will be a penalty of 3% plus GST per degradation of Monthly Order Value
		<97.5%	For every 1% Degradation in the uptime there will be a penalty of 5% plus GST per degradation of Monthly Order Value

5. If 5 downtime incidents measured during the month, no payment will be given for that month (i.e. whole month will be considered as penalty).
6. Internet service provider will provide 10 Real & dedicated IP addresses with bandwidth
7. Internet service provider will sign an SLA –Service Lease Agreement with the customer, upon acceptance of purchase order.
8. Tariffs/Regulation will be same. No changes will be accepted during contractual period.
9. Any change or amend the regulatory terms and conditions can't be done at any time as and when necessary to comply with any statutory, legal or regulatory requirements.

6. Payment Terms:

Bandwidth service charges payment will be done quarterly after observation of SLA and penalty on monthly basis along with three months up time report. The agency will submit a bill at the end of work carried out during the quarter along with up time reports. Bill will be checked by Engineer-in-charge and proceed for payment as per procedures of UGVCL. Payment through Bank or Financial Institution on the strength of Power of Attorney to be executed by the supplier to that effect. Tenderer, while quoting, should specifically state any one mode of payment chosen by them. They should indicate the name of the Bank / Financial Institution to whom the payment is to be made. The payment will be released after fulfilling all requirement within 45 days.

7. Contract period:

The bidder should provide the ILL services up to 5 years. The services can be extended further with terms condition after observing the performance of agency and mutually consent from both side.

8. Termination of Contract:

UGVCL reserves the right to terminate the contract at any time without assigning any reasons, whatsoever by giving notice period of one month from the date of notice of termination of contract.

9. Force Majeure:

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

1. War and other hostilities (whether war be declared or not), invasion, Act of foreign enemies, mobilization, requisition or embargo.
2. 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.
3. Rebellion, revolution, insurrection, military or usurped power and civil war.
4. Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
5. 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.
6. 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.
7. 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.
8. 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.

10. 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.

11. GST:

- 1.1 The rates of Schedule B should be filled with GST.
- 1.2 The 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, misinterpretation of HSN/SAC Code etc.) over and above as charged in the invoice shall be borne by the contractor. However, any refund received by contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with the interest if any. Such refund along with interest needs to be passed on so-moto by contractor.
- 1.3 Further, the company has a right to recover the amount of GST along with the 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 contractor within the stipulated time limit.
- 1.4 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.
- 1.5 Input Tax Credit Benefit: In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to Company and you should inform such changes to Company from time to time.

12. Statutory Variation:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable 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 pass on to Company.

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

13. Statutory Deduction:

Income tax and GST TDS at source at the prevailing rates will be deducted from your bills in accordance with provisions of income tax laws and the certificate to that effect shall be issued to you.

14. Termination:

UGVCL reserves the right to terminate the contract if the service of contractor is found unsatisfactory. UGVCL reserves the right to forfeit the Security Deposit and / or cancel the work
Signature & Seal of tenderer



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.

15. Jurisdiction:

The contract shall be subject to Mehsana jurisdiction only.

16. General Terms:

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

17. Agreement:

The contractor shall do an agreement on the stamp paper of ₹ 300/- as per policy of UGVCL after issuance of LOA. Purchase Order will be issued after agreement and SD payment only. The format for agreement is attached herewith. The agreement paper should be purchased by contractor and submitted to the concerned.

SCHEDULE – B

Tender for Internet Lease line of 10 MBPS for SCADA Control Center, Gandhinagar

Sr. No.	Description	Unit	Qty.	Rate without tax (In ₹)	Applicable Tax (%)	Tax Amount (In ₹)	Final Amount with Tax (In ₹)
1	One time Installation & Commissioning Charges	No.	1				
2	Rental Charges for 5 years of 10 MBPS (1:1) Internet Leased Line Connectivity	No.	1				
Total :							

Total ₹ _____