

Tender Notice No: <u>MSNCO/065/2022</u> RFQ:67671 / PR No. 488628.

ADVERTISED TENDER

τo,

M/s _____

Name of Work:- Tender for Hiring of desktop with UPS and all in one LaserJet printer with refilling.

Estimate cost.	Rs. 72000/-			
Earnest Money.	Rs. 720/-			
Security Deposit.	10 % of Tender Value			
Relevant documents (By Registered Post A.D. or Speed Post only) submission date	On or before date 10/06/2022 Up to 18.00 Hrs			
Date of opening of Tender fee, EMD cover and Technical Bid physical as well as online(if possible)	Date 13/06/2022 up to 12.00 Hrs			
Type of Tender	Item Rate.			
Tender Fee	Rs. 100+18/-(18% GST)			
Time Limit	24 month			

Earnest money deposit will be accepted in cash or by demand draft on any schedule bank at Mehsana in favor of UTTAR GUJARAT VIJ COMPANY LIMITED, cheques or Bank guarantee will not be accepted.

Tender received only through RPAD/speed post will be accepted.

Account Officer (EXP) UGVCL, CO, Mehsana. Superintending Engineer UGVCL, CO, Mehsana.

Date : _____



Uttar Gujarat Vij Company Limited

CIN : U40102GJ2003SGC042906

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<u>SCHEDULE : B</u>

Sr. No.	Description of Work	Estimate Qty.	Tender rate in Figure	Number of month	Total
1	2	3	5		7
A	Hiring of desktop with UPS and all in one LaserJet printer with refilling	1	3000.00	24	72000.00
	Bidders offer(+/-) in % (B)				
	Grand Total (C) = $A + - (A^*B)$				
	Goods and service Tax D= C x GST % GST Rate:% SAC Code:				
	Grand Total including GST E= C + D				
	Final Offer in RS. =				
	Final Offer RS. In words				

The bidder shall quote firm price only. The price quoted will not be subject to any escalation till completion of work.

The above prices are inclusive of all taxes levies duties ,etc. except Goods and Service tax (GST). GST will be paid extra as applicable from time to time on a given taxable goods and /or services.

Signature of Contractor.

Superintending Engineer UGVCL, CO, Mehsana.

Date : _____

UGVCL

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Hiring of desktop with UPS and all in one LaserJet printer with refilling

1. Scope of the Services:

- provide new desktop which can work to register complain ,routine work of Ms office & New LaserJet network duplex printer with facility of print, scan, copy on rent basis at UGVCL Corporate office having specification in annexure –"A".
- On-site Technical/ Full support is available within **24 hours** to resolve the desktop/ printers issue maximum up to **48 hours**. If issue not resolves within 48 hours then agency has to put another printer of same standard/specification till problematic printers get repair and working found ok. The Supplier should ensure that support of service engineer available uninterrupted on 24 x 7.
- The desktop/printers will be supply and install with require software driver for OS like Win XP, Win7, and Win8, win10 or any other OS used by UGVCL
- UGVCL will pay only rental payment Approx 3000 Rs. Per month.
- Printers' cartridge must be refill/replace within 12/24 hours.
- All the parts of desktop & printers if damaged or non working parts must be repaired and replaced by agency without any financial implication to UGVCL.
- The quality of desktop & printing should be of very high standard and clearly readable and must be acceptable by user.
- Cost of transportation of desktop/ printer or parts for repairing is bare by supplier only.
- The contract will be for two year, can be extendable to two year based on satisfactory performance during the previous years.
- The Rates quoted by the agency shall be valid & fixed for a minimum period of two year from the date of contract.
- If the services provided by the agency not found to be satisfactory, the same can be terminated by UGVCL within fifteen days' notice. In such an eventuality, the security deposit submitted to the UGVCL by the agency will be forfeited.
- Permit an authorized representative of the agency/supplier at all reasonable times to enter upon premises where the Printers may be inspected, maintained, repaired or tested.
- Agency has to support all the general issue of printers like paper jam, paper settings etc. either physically or telephonic. Desktop problem like not open site, keyboard, mouse not working, formatting, site does not open etc.

Service Level Agreement & penalty :

• Consumables like printer head, Ink / Toner / Ribbon Cartridges Laserprinters, Batteries of UPS are include from the scope.

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2 Penalty :

- Every minor complaint should be attended within 48 Hrs. (two working days) and major complaint (jointly decided by Programmer /Jr. Input-output Ass. and service engineer of THE BIDDER) should be attended within 7 days from the date and time of complaint lodged and for each non-responsive event, failing which penalty shall be imposed as described.
- If THE BIDDER fails to resolve the complaint as per scope of work, for the each complaint penalty would be levied @ 10% of Quarterly Charges of the equipment per day after minimum time given to solve the complaints up to 3 days after that from the fourth day the Penalty would be levied @ 15% of Quarterly charges of the equipment per day from the date of complaint. The amount of such penalties shall be subject to a maximum limit of 25% of the annual contract value.
- If any EQUIPMENT under maintenance remains unrepaired as per scope of work, in such case UGVCL will be free to get it repaired from third party at THE BIDDER risk and cost. The amount so paid to the third party will be deduced from the amount due to THE BIDDER without any further intimation or correspondence in this matter. Sum of all recoveries levied during the quarter shall, however, be limited to the amount of quarterly bill.
- Delay in excess of 4 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.

3 Termination of Contract:

The company reserve the right to terminate the agreement by giving one month's notice in writing and no charges towards the unexpired period will be payable by the UGVCL.

4 Security Deposit :

Security deposit for <u>10%</u> of contract value in the form of DD or bank guarantee towards the performance of the contract in accordance with the terms and condition specified therein. The guarantee shall be valid up to 45 days after completion of the entire contract work. No interest shall be paid by UGVCL on security deposit.

5 Agreement :

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

6 Contractor's Liability:

The UGVCL does not accept any responsibility as regards 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

Date : _____

Save Energy for Benefit of Self and Nation UGJCL Uttar Gujarat Vij Company Limited

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this contract. You will have to submit the list of the person's along with their full permanent address and contact no. who are engaged by you for this work.

• During the performance of the contract, if the person(s) of THE CONTRACTOR meet with any accident which results into the death or injuries to the person(s) of THE CONTRACTOR or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of THE CONTRACTOR only. UGVCL will not be responsible in any way. Traveling expenditures and any other expenditure of your Engineers will be borne by THE CONTRACTOR.

7 Sub Contract of AMC :

• THE CONTRACTOR will not subcontract or permit anyone other than THE CONTRACTOR personnel to perform any of the work, services or other performance required of THE CONTRACTOR under this Agreement without the prior written consent of THE OFFICE.

8 Confidential and Proprietary DATA :

- THE CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.
- **9 Contract period** : The term shall be initially for a period of 2(Two) year from the date of receipt of order, after fulfilling the services of UGVCL and the period can be extended for a further period of one year or original order value 50% cost as mutually agreed.

10 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

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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 threat 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.

11 Default in performance by agency:

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

• The agency has failed to fulfill any rules/regulation within reasonable time.

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- The agency assigns the contract/ or subcontracts whole of works or part thereof.
- The contractor/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 recovered from bill.
- The UGVCL may after giving 10 days' notice to the contractor, terminate the contract. Any such expulsion and termination shall be without prejudiced to any other rights or powers of the UGVCL or the contractor 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 contractor until the works have been completed.
- The UGVCL reserve the right to reduce the quantity of contract.

12 Restriction/termination of contract :

The UGVCL reserves the right to the quantity of contract quantity without any financial implication. No compensation or financial benefit will be given in case of decrease of the quantity or contract value. The company UGVCL also reserves the right to terminate the contract after giving 10 days RPAD notice, during the execution of work. In such event UGVCL shall resort to action of getting the work done through other agency as stated in Clause No. 13.0

13 Arbitration :

• All matters, question, disputes, difference and / or claims arising out of and / or concerning and / or in connection and / or 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.

• However, in any case if the requirement of Arbitration is felt then the appointment of Arbitrator will be made by UGVCL only and the decision shall be bound by the decision taken by such appointed Arbitrator.

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• The equipment's which are not covered under the contract and which are still under the warranty at the time of the finalization of the contract but warranty period finishes during the period of the contract shall be covered under the contract on additional charges on Pro-Rata basis on the request of THE UGVCL for the period of contract.

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• During the period of contract, in any dispute arising between THE UGVCL and THE CONTRACTOR, the decision of THE UGVCL 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 UGVCL only and the decision of THE CONTRACTOR shall be bound by the decision taken by such appointed Arbitrator.

- All correction / addition / deletion shall require authorized countersign.
- The jurisdiction of any dispute will be **Mehsana.**

• 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 seven days. If you fail to acknowledge receipt of this order within the above mention period you will be deemed to have accepted the same on the terms and conditions set out therein.

14 Contractor's Undertaking :

• I/We have carefully read all the terms and conditions Contained in these order and am/are agreeable to the same.

Thanking You,

Date : _____