



**Sardar Sarovar Narmada Nigam Limited, Gandhinagar**  
(Wholly Owned By Government of Gujarat)

**Bid for Annual Maintenance Contract  
of LAN hardware and associated systems  
of Sardar Sarovar Narmada Nigam Ltd,  
Head Office, Gandhinagar**

Last Date of Receipt of Bid : 16.04.2018, 05.30 PM

Date of Opening of Bid : 17.04.2018, 12.00 AM

**Bid Processing Fee: Rs. 1000/-**

# Bid for Annual Maintenance Contract of LAN hardware and associated systems

As per AMC G.R. vide no. LAN-2004-927-DST dated 30.07.2004, 22.02.2006, 24.03.2006 & 20.10.2009 of Department of Science & Technology, Govt. of Gujarat; Office of the General Manager(HP),MITS, Sardar Sarovar Narmada Nigam Ltd, Head Office, Gandhinagar (herein after referred to as "SSNNL") for their requirement of Annual Maintenance Contract for LAN Hardware & Associated systems (herein after referred to as "AMC") intend to invite your offers (technical cum commercial) in sealed bids as specified in **Annexure-A**.

## Eligibility Criteria for the bidder:

1. The bidder should have a total sum of turnover of **Rs. 5 Crore (Minimum)** in the last three financial years. The copies of Audited Annual Accounts/Profit & Loss Accounts for last three years shall be attached along with the bid. **(Form no. E-1)**
2.
  - (a) The bidder must have **one office in Gujarat**. Please attach the copies of any **two** of the following: Property tax bill for last year / Electricity Bills for last one year / Telephone Bills for last one year / VAT-C.S.T. Registration / Valid Lease Agreement. **(Form no. E-2a)**
  - (b) The bidder must have **at least five service centers with one service center in Ahmedabad or Gandhinagar**. Please attach the copies of any **two** of the following: Property tax bill for last year / Electricity Bills for last one year / Telephone Bills for last one year / VAT-C.S.T. Registration / Valid Lease Agreement. In case the bidder is providing after sales support through Franchisee and/or Service Provider, then the undertaking duly signed by the bidder & the franchisee and/or Service Provider shall be attached with the bid for after sales support. In such case also, the Bidder has to submit the above mentioned supporting documents. **(Form no. E-2b)**
3. The bidder must have **at least 25 customer reference sites** of computer hardware maintenance in Gujarat. Customer references & Purchase orders must be attached along with the bid. **(Form no. E-3)**

**The terms and conditions are as follows:**

  - 1 Your sealed bids shall reach at Office of The General Manager(HP), MITS, 8<sup>th</sup> Floor,Block No-12,New Sachivalaya, Sector-10, Gandhinagar on or before **17.30 Hrs. 16.03.2018 by RPAD or Speed Post**.
  - 2 The bid is non-transferable.
  - 3 The original bid document itself duly signed (all pages) by the authorized signatory needs to be included as a part of the technical bid.
  - 4 Bidder has to carry out Comprehensive Preventive & Corrective maintenance of LAN hardware and associated systems after doing site visit as listed in **Annexure-A**.
  - 5 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the office will in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
  - 6 The bidder has to submit the **service tax no., permanent account number & copies of the income tax return for the last three years. (Form T-1)**
  - 7 **Service Engineer**
  - 7.1 The bidder must have the team of **25 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 no. 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. **(Form T-2)**
  - 7.2 **Bidder has to depute 2 skilled dedicated resident engineers who can attend and repair with troubleshooting all net-enabled environment problems across 9 floors of Block No. 12, New Sachivalaya Campus, Gandhinagr. The Engineer Should have Two years of this kind of experience (Experience certificate should have to produce)**

- 7.3 **The CV of the Resident Engineer shall be got approved from SSNNL prior to deployment of his service. Such Resident Engineer duly approved by SSNNL, shall not be changed/substituted without written approval of SSNNL.**
- 8 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 9 Amendment of Bidding Documents
- 9.1 At any time prior to the deadline for submission of bids, THE OFFICE may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
- 9.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 9.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids THE OFFICE, at its discretion, may extend the deadline for the submission of bids.
- 10 **Bid Currency:** Prices shall be quoted in Indian Rupees only.
- 11 **BID Processing Fee & EMD :**
- 11.1 You have to remit **Rs. 1000/- (Rupees One Thousands only)** as BID processing fee at the time of submitting of the bid. BID processing fee must be in the form of Demand Draft in the name of Sardar Sarovar Narmada Nigam Ltd, Gandhinagar payable at Ahmedabad/Gandhinagar along with the covering letter.
- 11.2 You have to remit **Rs. 4,250/- (Rupees Four Thousands Two Hundred Fifty only)** as **E.M.D. (2% of estimated order value)** at the time of submitting of the bid. E.M.D. must be in the form of Demand Draft in the name of Sardar Sarovar Narmada Nigam Ltd, Gandhinagar payable at Ahmedabad /Gandhinagar along with the covering letter.
- 12 Any bid not containing EMD as mentioned above will be rejected by the office as non-responsive.
- 13 Unsuccessful bidder's E.M.D. will be discharged/returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity as prescribed by THE OFFICE.
- 14 In exceptional circumstances, THE OFFICE may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- 15 Successful bidder has to submit **Performance Bank Guarantee @ 50% of total order value (incl.GST)** within 15 days from the date of signing of contract for the duration of one year from **any Nationalized Bank including the Public Sector Banks authorized by RBI or Commercial Banks of Gujarat or Co-operative Bank of Gujarat (operating in India having Branch at Ahmedabad /Gandhinagar) as per the G.R. no. EMD-SD/102006/108/DMO Dated 30.3.2012 issued by Finance Department (The draft of Performance Bank Guarantee is attached herewith)**. The same can be further extended for further period of one year.
- 16 Successful bidders will have to sign the contract for 1 year upon receiving the confirmed order with THE OFFICE within 15 working days. (The draft is attached herewith).SSNNL can extend the contract for further one year at the same rate, terms and conditions. However, THE OFFICE will review the performance of THE BIDDER after one year and THE OFFICE will have right to terminate the contract if the performance is found not satisfactory.

- 17 The successful Bidder's E.M.D. will be discharged upon the Bidder signing the Contract, and furnishing the performance bank guarantee as mentioned above.
- 18 The E.M.D. may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity
  - (b) In case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract as mentioned above or
    - (ii) To furnish performance bank guarantee as mentioned above or
    - (iii) If the bidder is found to be involved in fraudulent practices.

19 Termination of Contract

The OFFICE may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:

- 19.1 If the Bidder, in the judgment of the OFFICE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;"

- 19.2 If the bidder does not start performing the contract within stipulated time period
- 19.3 If the bidder stop performing the contract or withdraw the activity to perform the contract
- 19.4 If the bidder breaches any terms & conditions of the contract or do not perform the contract in whole or part
- 19.5 If the bidder do not follow the written instructions given by THE OFFICE
- 19.6 If the bidder do not perform the contract up to the satisfactory level even after regular feedback from THE OFFICE
- 19.7 In the event that the bidder shall cease conducting business in the normal course, or wind up, make a general assignment or the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors.

20 **Bidder shall sign and write page no. on all the papers. (in page no./total page no. format)**

- 21 Late Bids - Any bid received by THE OFFICE after the deadline for submission of bids prescribed by THE OFFICE will be rejected and/or returned unopened to the Bidder.

22 Modification and Withdrawal of Bids

- 22.1 The Bidder may modify or withdraw its bid after the submission, provided that written notice of the modification or withdrawal is received by THE OFFICE prior to the deadline prescribed for submission of bids.
- 22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by fax but followed by the signed confirmation copy, post marked not later than the deadline for submission of bids.
- 22.3 No bids will be allowed to be modified subsequent to the deadline for submission of bids.

- 22.4 No bid will allowed to withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
- 23 **Evaluation of Bids:**
- 23.1 EMD & Bid Processing Fee and Technical Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.
- 23.2 The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. Bid Processing Fee and such other details as GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
- 23.3 If require the committee at their discretion may ask to the bidders for the clarifications as part of technical evaluation.
- 23.4 After technical evaluation being carried out, the commercial bid of the technically qualified bidders will be opened in the presence of the representative of the qualified bidders. Financial evaluation will be carried out next. L1 bidder will be called for negotiation before awarding of AMC.
- 24 The Contract will be awarded to Overall L1 bidder. However, **the contract may be split among more than one bidder at the discretion of THE OFFICE at lowest rates.** The bidder with overall competitive quote will be given preference.
- 25 Price, EMD and bid terms and condition validity will be of 90 days from the due date of the tender.
- 26 Bidders are required to quote item-wise for all inventories as mentioned in Annexure A. Incomplete bids will be treated as non-responsive and will be rejected.
- 27 **Penalty Clause:**
- 27.1 If the bidder fails to perform as per Scope of work, then a sum equivalent to 0.5 % of the annual contract value shall be deducted from the payment for each calendar week of delay or part thereof for each non-responsive event.
- 27.2 The amount of such penalties shall be subject to a maximum limit of 20% of the annual contract value.
- 27.3 Delay in excess of 20 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- 27.4 In case of absence of service Engineer without reasonable cause and prior permission, Rs. 200/- per day will be deducted from the final payment if bidder has not make alternative arrangement.
- 28 **Scope of Work**
- 28.1 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 service:
- a) THE BIDDER shall correct any faults and failures in the EQUIPMENT and shall repair and replace worn or defective parts of the EQUIPMENT during THE Office's normal working hours on all working days. In cases where unserviceable parts of the EQUIPMENT, including printer bands, print heads etc. need replacement THE BIDDER shall replace such parts, at no extra cost to THE OFFICE, with brand new parts or those equivalent to new parts in performance. THE BIDDER shall further ensure that the EQUIPMENT is not down at any time for want of spare parts. Each and every components including plastic parts, fuser assembly of Laser printer, printer heads, breakdown due to power conditions, rodents etc. are covers under the contract. Consumables like Floppy Disks, CDs, DATs or any removable storage media, Ink/Toner/Ribbon Cartridges of Inkjet/Laser/Dot Matrix printers, Batteries of UPS are excluded from the scope.

- b) THE BIDDER agrees that special arrangements may be made by THE OFFICE to have such maintenance service provided outside the hours specified in 28.1(a) above.
- c) THE BIDDER shall provide repair and maintenance service, in response to oral including telephone notice by THE OFFICE and such services should be available for a period of 10 hours from 10 a.m. to 8 p.m. on all working days. However, due to any reason if THE OFFICE will remain open on any public holiday then THE BIDDER has to provide service on the request of THE OFFICE.
- d) THE BIDDER shall ensure 24 hours response time (i.e. total time taken by THE BIDDER between registering the complaint and attending the complaint).
- e) THE BIDDER shall ensure break down call time of 48 hours (i.e. total time taken by THE BIDDER between registering the complaint and rectifying the fault). This time includes time taken to reach the site, diagnose, repair/replace the faulty component/module/device & network equipment that are covered under the contract.
- f) THE BIDDER shall ensure Spares availability. In case, it is not possible to repair some equipment or not possible to repair at site and has to be taken out for repairs, THE BIDDER shall provide a suitable replacement as Standby arrangement within 24 hours so that the work is not hampered. The packing/unpacking, transportation, loading/unloading, connection/disconnection, configuration/re-configuration and any associated activity with the repair and maintenance shall be the sole responsibility of THE BIDDER. THE BIDDER shall provide ink cartridges for substitute/standby printer, till original printer is restored after repair. However, if standby arrangement has been made then it shall be replaced with original or functionally equivalent equipment within next 15 working business days. **In case if THE BIDDER is not in the position to repair the original equipment, then THE BIDDER has to provide the functionally equivalent equipment. In this case the original equipment is the property of THE OFFICE.**
- g) THE BIDDER shall ensure that the mean time between failures (including any malfunctioning, breakdown or faults) in the EQUIPMENT or any part thereof) is not less than 4 months (i.e. once the EQUIPMENT or any part thereof get repaired/replaced then the same will not get failure within 4 months).
- h) **Preventive Maintenance:** THE BIDDER shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, **virus cleaning**, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, checking and testing of UPS batteries and necessary repairing of the EQUIPMENT) **once within the first fifteen days of the commencement of the maintenance period and once within the first fifteen days of every subsequent month, during the currency of this Agreement**, on a day and at a time to be mutually agreed upon and inform the representative of THE OFFICE about any necessary steps to be taken like back up of data or purchase of consumables like Print cartridges and/or batteries of UPS etc. Notwithstanding the foregoing, THE BIDDER recognizes THE OFFICE's operational needs and agrees that THE OFFICE shall have the right to require THE BIDDER to adjourn Preventive Maintenance from any scheduled time to a date and time, not later than fifteen working days thereafter.
- i) All engineering changes generally adopted hereafter by THE BIDDER, for equipment similar to that covered by this Agreement, shall be made to the EQUIPMENT at no cost to THE OFFICE.
- j) Qualified maintenance engineers totally familiar with the EQUIPMENT shall perform all repair and maintenance service described herein.
- k) **Deputed resident engineers should be having adequate knowledge regarding troubleshooting of computer C.P.U., computer monitor, printer repairs, scanner repairs and related peripherals.**
- l) **Resident engineers should be equipped with all necessary tools and accessories [like blowers, screw openers, thinners etc] required for hardware troubleshooting at site location.**

- m) **Appropriate call register and ticket handling status system should be in place to log and track troubleshooting activity.**
  - n) **Sardar Sarovar Narmada Nigam Ltd. is having board room resided at floor #1 and committee room resided at floor #3 wherein meetings are handled on regular basis included with projector base presentation connected with computer machine. Spontaneous support is required to carry out any hardware troubleshooting for the concern area.**
  - o) THE BIDDER shall maintain at THE OFFICE's site, a written maintenance and repair log; and shall record therein each incident of EQUIPMENT malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the EQUIPMENT together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. THE OFFICE shall use the same log for recording the nature of faults and failures observed in the EQUIPMENT, the date and time of their occurrence and the date and time of their communication to THE BIDDER.
  - p) THE BIDDER shall maintain the operating system software on the desktop clients, as per the terms of the purchase order/agreement related to this EQUIPMENT.
  - q) **THE BIDDER shall also maintain the system health against virus attack which includes cleaning of viruses from desktop.**
  - r) In case if THE BIDDER is not able to repair the original equipment, THE BIDDER shall supply the new substitute of same specifications or of higher specifications of reputable brand, with prior approval of THE OFFICE. In case, if THE OFFICE found the substitute of lower quality or cheaper substitute than the difference between genuine substitute of reputable brand and the one used by THE BIDDER has to be paid by THE BIDDER.
  - s) Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.
- 28.2 Any worn or 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.
- 28.3 THE BIDDER's maintenance personnel shall, subject to clause 28.1(j) herein, be given access to the EQUIPMENT when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.
- 28.4 THE EQUIPMENT shall not be shifted to an alternate site and installed thereat during the currency of this Agreement without prior written notice to THE BIDDER. However, if THE OFFICE desires to shift the EQUIPMENT to a new site and install it thereat urgently, THE BIDDER shall be informed of the same immediately. THE OFFICE shall bear the charges for such shifting and reinstallation and THE BIDDER shall provide necessary assistance to THE OFFICE in doing so. This Agreement, after such shifting and reinstallation, would continue to be binding on THE BIDDER and THE OFFICE, provided that the two parties may agree to amended charges for the maintenance services after such an event.
- 28.5 THE OFFICE shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, and dust to within the acceptable limits required for equipment similar to that covered by this Agreement.
- 28.6 No terms or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, or waiver of, or excuse for any other, different or subsequent breach.
- 29 If in any month, THE BIDDER does not fulfill the provisions of clauses 28.1(c), (d), (e), (f), (g), (h), (i), (k), (m), (n), (o), (q) and (r) the proportionate maintenance charges for that month will not be considered payable by THE OFFICE. In such event THE BIDDER will credit the proportionate maintenance charges for that month to THE OFFICE against future payments if due, or refund the amount forthwith to THE OFFICE on demand by THE OFFICE.

- 30 THE BIDDER shall provide all working mobile nos. of the contact person(s) to THE OFFICE for the satisfactory performance of the contract.
- 31 THE BIDDER will not 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.
- 32 THE OFFICE shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase THE BIDDER cost of performing repair and maintenance service.
- 33 THE BIDDER agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at THE OFFICE's premises and externally for materials belonging to THE OFFICE.
- 34 During the performance of the contract, if the person(s) of THE BIDDER meet with any accident which results into the death or injuries to the person(s) of THE BIDDER or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of THE BIDDER only. THE OFFICE will not be responsible in any way.
- 35 THE BIDDER shall follow all the regulations of Government of Gujarat and Government of India. THE BIDDER shall have any and all responsibilities of all the person(s) employed for the performance of the contract.
- 36 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.
- 37 THE BIDDER represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. THE BIDDER agrees that it will, and hereby does, indemnify THE OFFICE from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.
- 38 The charges payable by THE OFFICE to THE BIDDER for the repair and maintenance services described herein, are indicated in "Annexure "A attached; and unless provided for elsewhere herein, no additional charges shall be claimed by THE BIDDER during the contract period.
- 39 THE BIDDER shall submit to THE OFFICE their invoice(s) for payments due in accordance with this AGREEMENT. The terms of such invoice(s) is that they shall be payable as indicated in Annexure 'A'.
- 40 All of the prices, terms, warranties and benefits granted by THE BIDDER herein are comparable to or better than the equivalent terms being offered by THE BIDDER to any of its present customers. If THE BIDDER shall, during the term of this Agreement, enter into arrangements with any of its customers providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed to provide the same to THE OFFICE.
- 41 **Payment:** 25% of annual charges will be paid in advance upon furnishing the PBG, Rest 75% of annual charges will be paid at the end of year or upon renewal of the PBG for second year whichever is later.
- 42 THE OFFICE reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 43 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.
- 44 The quantities mentioned in the bid document are based on the records of THE OFFICE. THE BIDDER has to ensure the details mentioned in Annexure-A during the site visit. THE BIDDER may communicate to THE OFFICE in case of deviation found



- to THE OFFICE prior to the submission of the bid. No communication in such case will be entertained after the submission of the bid.
- 45 The equipments 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 OFFICE for the period of contract. **Meanwhile during the period of AMC contract, if there required to remove/condemn some equipment, then the same will be removed on pro-rata basis.**
- 46 All correction/addition/deletion shall require authorized countersign.
- 47 During the period of contract, in any dispute arising between THE OFFICE and THE BIDDER, the decision of Head 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.
- 48 The jurisdiction of any dispute will be **Gandhinagar**.
- 49 Force Majeure Shall mean and be limited to the following:
- a) War / hostilities
  - b) Riot or Civil commotion
  - c) Earthquake, flood, tempest, lightening or other natural physical disaster.
  - d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER.

The BIDDER shall advise THE OFFICE by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, THE OFFICE reserves the right to cancel the order.

Completion period may be extended to circumstances relating to Force Majeure by the THE OFFICE. Bidder shall not claim any further extension for completion of work. THE OFFICE/GoG shall not be liable to pay extra costs under any conditions.

BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere.

**It will be prerogative of THE OFFICE/GoG to take the decision on force major conditions and THE OFFICE/GoG decision will be binding to the bidder.**

Your bid should reach at our office on or before **17:30 Hours, 16.04.2018** as mentioned below:

There shall be 3 sealed envelopes in the sealed main cover with the heading "**Bid for Annual Maintenance Contract of LAN Hardware and Associated Systems of Sardar Sarovar Narmada Nigam Ltd, Head Office, Gandhinagar** (herein after referred to as "SSNNL")"

1. A separate envelop with the heading "**E.M.D. & Bid Processing Fees for Annual Maintenance Contract of LAN Hardware and Associated Systems of "Sardar Sarovar Narmada Nigam Ltd., Gandhinagar Head Office"** containing the E.M.D. & Bid Processing Fees in the form of Demand Draft in the name of "**Sardar Sarovar Narmada Nigam Ltd, Gandhinagar**".
2. Technical bid should be submitted in separate sealed covers, properly marked. Each and every page of the bid must be signed and stamped by the bidder.

3. Financial bid should be submitted in separate sealed covers, properly marked. Each and every page of the bid must be signed and stamped by the bidder.

**Office of the Dy.General Manager(MITS), Sardar Sarovar Narmada Nigam  
Ltd, Head Office, Gandhinagar Phone No. 079-23252423,23252422**

**Note:** The compliance statement to the bidder's eligibility criteria along with the supporting documents shall be included in the technical bid. The non-compliance in any of the eligibility criterion may lead to disqualification of the bidder.

## **Annexure-A**

**The equipment to be covered under AMC:  
Equipment in working conditions:**

<b>Sr. No.</b>	<b>Item with configuration</b>	<b>Make &amp; Model</b>	<b>Qty. in No.</b>	<b>Year of Purchase</b>
1	CPU INTEL@I3-2120, (3M Cache,3.3. GHz,18" LED TFT Monitor	SIS	88	2012
2	CPU AMD PHENON II X2 560 3.3GHz,7MB Cache,2 GB,320 sata,18.5" LED TFT Monitor	SIS	13	2012
3	CPU AMD PHENON II X3 720 ,2.81 GHz,1.5 mb L2 Cache , 6MB L3 Cache , 2 GB,320 sata,18.5" LED TFT Monitor	SIS	37	2010
4	Samsung ML-2851ND Printer	Samsung	15	2009-10
5	Samsung ML-2581N Printer	Samsung	20	2010
6	Samsung scx 3401	Samsung	70	2012
7	HP LJ 1022	HP	30	2005-06
8	HP Color LJ 2600	HP	4	2008-09
9	HP LJ 5100 TN	HP	1	
10	A4 Scanner Canon Lide 100,etc	Cannon	40	2009-10
11	Scanner A/3 GT 15000	Epson	2	

**\*Note:- Machines may be excess or less from the figures shown in Annexure-A. Actual figures may be verified by agency. For AMC Cost Calculation as well as for payment purpose the actual machines will be considered.**

## SECTION 1

### ELIGIBILITY CRITERIA

**Form No. E-1: Financial strength of the bidder**

Name of the applicant	Turnover (Rs. in Lacs)		
	2014-2015	2015-2016	2016-2017
<b>Grand Total</b>			

**Note:** Please enclose the Audited Annual Accounts/Profit & Loss Accounts for the last three financial years.

**Form No. E-2a: Office in Gujarat**

Sr. No.	Address	Contact Person	Contact nos.	Type of supporting document attached
1				
2				

**Note:** Please fill this form and submit the supporting.

**Form No. E-2b: Service Support Details**

Sr. No.	Location	Type of Service Center	Contact Person	Contact telephone no. & Address	No. of engineers
1					
2					
3					
4					
5					

**Note:** You have to mention minimum 5 service centers as per eligibility criterion. Submit the supporting documents.

Form No. E-3:

Customer References

Sr. No.	Name of the Organization	Contact Person	Contact telephone no. & Address	Period of AMC	Services covered under AMC	Page No.
1						
2						
3						
4						
.						

**Note:** Please enclose the copy of orders received from the customers or the copy of the agreement signed or Customer references.

## SECTION 2

Form No. T-1: Service Tax no. & Permanent Account no. Detail

Name of the Applicant	Service Tax Number	Permanent Account Number	P. F. Registration Number

**Note:** Please enclose the copy of Service Tax no., Permanent Account no. (PAN) & P.F. Registration of your Organization issued by Authorized Department. Also submit the copies of the income tax return for the last three years.

Form No. T-2 List of Qualified Engineers

Sr. No.	Name of Engineer	Technical Qualification	Experience in no. of Years	PF Code No.
1				
2				
3				
.				

**Note:** Bidder has to submit the list of at least 25 qualified service engineers in Gujarat with full name, employee's technical qualification & P.F. code no. Also submit the copy of last deposited Challan/P.F. Return of your employees with documentary proof.

**SECTION 3**  
**Financial Format**

**Form No. F1:**

**AMC charges**

Sr. No	Item	Qty (Unit)	Unit AMC Charges per year (In Rs.) (Without tax)	AMC Charges / Total Amount per year (In Rs.) (Without tax) (b)x(c)	Tax (as applicable) (In Rs.)	Total cost (In Rs.) (d)+(e)
(a)	(b)	(c)	(d)	(e)	(f)	(f)
1	CPU INTEL@I3-2120, (3M Cache,3.3. GHz,18" LED TFT Monitor SIS	88				
2	CPU AMD PHENON II X2 560 3.3GHz,7MB Cache,2 GB,320 sata,18.5" LED TFT Monitor SIS	13				
3	CPU AMD PHENON II X3 720 ,2.81 GHz,1.5 mb L2 Cache , 6MB L3 Cache , 2 GB,320 sata,18.5" LED TFT Monitor SIS	37				
4	Samsung ML-2851ND Printer	15				
5	Samsung ML-2581N Printer	20				
6	Samsung scx 3401	70				
7	HP LJ 1022	30				
8	HP Color LJ 2600	4				
9	HP LJ 5100 TN	1				
10	A4 Scanner Canon Lide 100,etc	40				
11	Scanner A/3 GT Epson 15000	2				
			Total			

**Performance Bank Guarantee**  
(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.  
Date:

To  
<< >>

Dear Sir,

1. WHEREAS ..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, ..... (hereinafter referred to as "the Agreement for Annual Maintenance Contract for LAN Hardware and associated systems of <<Name of the Department>> ("The Office")) for the Government of Gujarat ("GoG").

AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

2. WHEREAS we \_\_\_\_\_ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Government of Gujarat ("GoG") the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to GoG under the terms of their Agreement dated \_\_\_\_\_. Provided, however, that the maximum liability of the Bank towards GoG under this Guarantee shall not, under any circumstances, exceed \_\_\_\_\_ in aggregate.

3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GoG in that behalf and without delay/demur or set off, pay to GoG any and all sums demanded by GoG under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GoG to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention Mr \_\_\_\_\_.

4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of \_\_ months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually be decided by the bidder & GoG.

The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
  
- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder and the Bank.



5. The BANK also agrees that GoG at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and not withstanding any security or other guarantee that GoG may have in relation to the Bidder's liabilities.
6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GoG or any other indulgence shown by GoG or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of .....

Witness

(Signature)

(Name)

(Official Address)

(Signature)

Bank Rubber Stamp

(Name)

Designation with Bank Stamp

Plus Attorney as per Power of

Attorney No.

Dated:

**AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT OF  
COMPUTER HARDWARE INCLUDING PERIPHERALS**

THIS AGREEMENT made this DD.MM.YYYY by and between <<**Name of the Office**>> (hereafter called "THE OFFICE") which expression shall include its successors and assigns  
AND

**Vendor Name** having its head office at **Address** incorporated under the companies act.1956 and registered at Ahmedabad.(hereafter called "THE BIDDER")which expression include its successor and its assigns.

Whereas THE BIDDER has agreed to provide and THE OFFICE has agreed to accept from THE BIDDER repair & maintenance services for computers including peripherals (hereafter called EQUIPMENT) as mentioned in Annexure A hereto, as amended from time to time, subject to **Payment Authority** for paying charges to the company on the following terms & conditions:

**You are requested to mention the terms & conditions of the bid here.**

In consideration of the premises it is agreed between the parties as follows:

General:

1. Marginal notes and headings are for guidance only and are not indented to be read or constructed as part of this Agreement.
2. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representative of both parties.
3. Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledge that it has read this Agreement, understands it and agrees to be bound by it.
4. Words importing the singular include the plural and vice versa.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.

Seal of the company affixed in the presence of

The company's representative and  
Signed by the duly authorized representative

THE BIDDER by its representative