



ESTD : 2009

અભિયાન્ત્રિકીજ્ઞાનમ્ જનકલ્યાણમ્

Government of Gujarat

સરકારી ઇજનેરી કોલેજ પાલનપુર

જગણા, પાલનપુર-અમદાવાદ હાઈવે, પાલનપુર -૩૮૫૦૧૧, જિલ્લો- બનાસકાંઠા, ગુજરાત, ભારત

GOVERNMENT ENGINEERING COLLEGE PALANPUR

JAGANA, PALANPUR-AHMEDBAD HIGHWAY, PALANPUR – 385011, DIST – BANASKANTHA, GUJARAT, INDIA

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Phone- (02742) 220005,220006

GOVERNMENT ENGINEERING COLLEGE PALANPUR

Ahmedabad-Palanpur Highway, Palanpur, Gujarat 385001

Phone No. 02742 220 005

**Bid for Annual Maintenance Contract of
Computer Hardware and Associated Peripherals
of GOVERNMENT ENGINEERING COLLEGE, PALANPUR**

Last Date of Receipt of Bid : 13-02-2019 till 17:00 hours

Date of Opening of Bid : 16-02-2019 on 14:00 hours

Bid Processing Fee: Rs. 1500/-

અભિયાન્ત્રિકીજ્ઞાનમ્ જનકલ્યાણમ્

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; **GOVERNMENT ENGINEERING COLLEGE PALANPUR** (herein after referred to as "THE OFFICE") for their requirement of Annual Maintenance Contract for Computer Hardware and Associated Peripherals (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 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 / GST 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 / GST 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. Failing the same may lead to the rejection of the bid. **(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)**
4. Valid GST& PAN in the name of firm (copy to be enclosed with tender document).
5. It is mandatory for the Bidder who want to participate for this tender inquiry, must do complete site survey / understanding during site visit and check complete existing Hardware i.e. weather complete PC is in working condition or required support / Service / replacement / repair. Cost for same if required must be included in the commercial bid by bidder. Further extra claim will not be accepted by the OFFICE. Also it is mandatory to submit survey report copy to the OFFICE before bid Submission and take an **acknowledgement receipt** of the same from the OFFICE.

Site visit Acknowledgement receipt issued by institute must be attached in tender bid document during final bid submission.

The systems can be inspected by the bidders on all working days during the working hours from the Date of advertisement to 13/02/19.

Note: Without submission of Site visit Acknowledgement receipt in Technical Bid cover the BIDDER will be disqualified.

(Signature of Authorized Signatory with Company Seal)

The terms and conditions are as follows:

- 1 Your sealed bids should reach Government Engineering College, Palanpur Ahmedabad-Palanpur Highway, Palanpur, Gujarat 385001 on or before 13-02-2019 till 17:00 hours
- 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 You have to carry out Comprehensive Preventive & Corrective maintenance of Computer Hardware and Associated Peripherals 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 **GST No., permanent account number & copies of the income tax return for the last three years**. Non submission of the same will lead to rejection of the bid. **(Form T-1)**
- 7 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 these employees** with documentary proof. Non submission of the same will lead to rejection of the bid. **(Form T-2)**
- 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 You have to remit **Rs.10000/- (Rupees Ten Thousand 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 Principal **GOVERNMENT ENGINEERING COLLEGE PALANPUR** 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** within 15 days from the date of signing of contract for the duration of one year from **any Public Sector Banks or from five Private Banks namely: 1) ICICI bank, 2) AXIS Bank, 3) HDFC Bank, 4) IDBI Bank or 5) Kalupur Commercial Co-Op Bank**

- operating in India (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) 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 any thing of value of 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 breach 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 email 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 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 10% 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.

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 from 10 a.m. to 6 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.
- 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, 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) 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.
- l) 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.
- m) THE BIDDER shall also maintain the system health against virus attack which includes cleaning of viruses from desktop.**
- n) 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.
- o) 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), (g), (h) and (i), 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.
- 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 PRINCIPAL 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 **PALANPUR.**
- 49 Force Majeure Shall mean and be limited to the following:
- War / hostilities
 - Riot or Civil commotion
 - Earthquake, flood, tempest, lightening or other natural physical disaster.
 - 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.

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अभियान्त्रिकीज्ञानम् जनकल्याणम्

Your bid should reach at our office on or before till **17:00 hours, 13-02-2019** as mentioned below:

There shall be 3 sealed envelopes in the sealed main cover with the heading "**Bid for Annual Maintenance Contract of Computer Hardware and Associated Peripherals of GOVERNMENT ENGINEERING COLLEGE PALANPUR**"

1. A separate envelop with the heading "**E.M.D. & Bid Processing Fees for Annual Maintenance Contract of Computer Hardware and Associated Peripherals of GOVERNMENT ENGINEERING COLLEGE PALANPUR**" containing the E.M.D. & Bid Processing Fees in the form of Demand Draft in the name of "**Principal GOVERNMENT ENGINEERING COLLEGE PALANPUR**".
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.

PRINCIPAL
GOVERNMENT ENGINEERING COLLEGE PALANPUR
Ahmedabad-Palanpur Highway, Palanpur, Gujarat 385001
Phone No. 02742 220 005,

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.

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Annexure-A

The equipments to be covered under AMC:

| Sr. No. | Item description | Make | Unit | Qty. | Year of Purchase | Location in Institute | Remark |
|------------------|--|---------|------|------|------------------|---|---------------|
| LAPTOP | | | | | | | |
| 1 | HP probook Laptop 6470B | HP | Nos. | 2 | 2013 | Account MGP ARC | Comprehensive |
| COMPUTERS | | | | | | | |
| 2 | SIS AGILE DAG 2277 DESKTOP Computer | SIS | Nos. | 30 | 2010 | MECH-3 ELE-2 CIVIL-2 MIN- GEN-3 ADMIN-5 LIB-6 T&P-8 GTU-1 | Comprehensive |
| 3 | Acer VERITRON M200-H61 DESKTOP Computer | ACER | Nos. | 100 | 2013 | MECH-30 ELE-30 CIVIL-18 GEN-10 ADMIN-2 LIB-7 T&P-3 | Comprehensive |
| 4 | Acer VERITRON M200-H61 DESKTOP Computer | ACER | Nos. | 85 | 2014 | MECH-8 ELE-8 CIVIL-20 MIN-40 ADMIN-6 LIB-3 | Comprehensive |
| PRINTERS | | | | | | | |
| 4 | SAMSUNG ML 1666 COLOUR | SAMSUNG | Nos. | 4 | 2011 | ADMIN-1 MECH-1 GEN-1 ELE-1 | Comprehensive |
| 5 | SAMSUNG SCX-4623 FN MF | SAMSUNG | Nos. | 3 | 2011 | ADMIN-2 CIVIL-1 | Comprehensive |
| 6 | HP LASER JET PRO M1136 MF PRINTER | HP | Nos. | 2 | 2013 | ADMIN-1 GTU-1 | Comprehensive |
| 7 | HP LASER PROFESSIONAL P1106 PRINTER | HP | Nos. | 1 | 2013 | W/S-1 | Comprehensive |
| 8 | Samsung ML 2161 Printer | SAMSUNG | Nos. | 2 | 2014 | | Comprehensive |
| PROJECTOR | | | | | | | |
| 10 | SONY DX 120 PROJECTOR | SONY | Nos. | 3 | 2013 | MECH-1 CIVIL-1 ELE-1 | Comprehensive |

| Sr. No. | Item description | Make | Unit | Qty. | Year of Purchase | Location in Institute | Remark |
|---------------|--|-------|------|------|------------------|-----------------------|---------------|
| UPS | | | | | | | |
| 11 | 5KVA UPS XSIS 1 HOUR with battery backup | XSIS | Nos. | 1 | 2011 | GTU | Comprehensive |
| 12 | ARROW 5KVA/60MIN Arrow 5KVA online UPS(with buy back option if batteries are required to be replaced.) | ARROW | Nos. | 1 | 2013 | GTU | Comprehensive |
| SERVER | | | | | | | |
| 13 | ACER SERVER AT-350 | ACER | Nos. | 1 | 2011 | SERVER ROOM | Comprehensive |



ESTD : 2009

अभियान्त्रिकीज्ञानम् जनकल्याणम्

SECTION 1

ELIGIBILITY CRITERIA

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

| Name of the applicant | Turnover (Rs. in Lacs) | | |
|-----------------------|------------------------|-----------|-----------|
| | 2017-2018 | 2016-2017 | 2015-2016 |
| Grand Total | | | |

Note: Please enclose the Audited Annual Accounts for the last three financial years. Failing the same may lead to the rejection of the bid.

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. Failing the same may lead to the rejection of the bid.

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. Failing the same may lead to the rejection of the bid.

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. Failing the same may lead to the rejection of the bid.

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. Non submission of the same will lead to rejection of the bid.

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 | | | | |
| 4 | | | | |

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 these employees with documentary proof. Non submission of the same will lead to rejection of the bid.

SECTION 3

Form No. F1:

Financial Format

| Sr. No. | Item | Qty. | Unit AMC Charges per year (In Rs.) (Without tax) | Total AMC Charges per year (In Rs.) (Without tax) (b)*(c) | Tax (as applicable) (In Rs.) | Total cost (In Rs.) (d)+(e) |
|--------------------|------|------|--|---|------------------------------|-----------------------------|
| | (a) | (b) | (c) | (d) | (e) | (f) |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| . | | | | | | |
| . | | | | | | |
| . | | | | | | |
| Grand Total | | | | | | |

अभियान्त्रिकीज्ञानम् जनकल्याणम्

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 Annual Maintenance Contract of Computer Hardware and Associated Peripherals of Education Department ("GOVERNMENT ENGINEERING COLLEGE PALANPUR") 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 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)

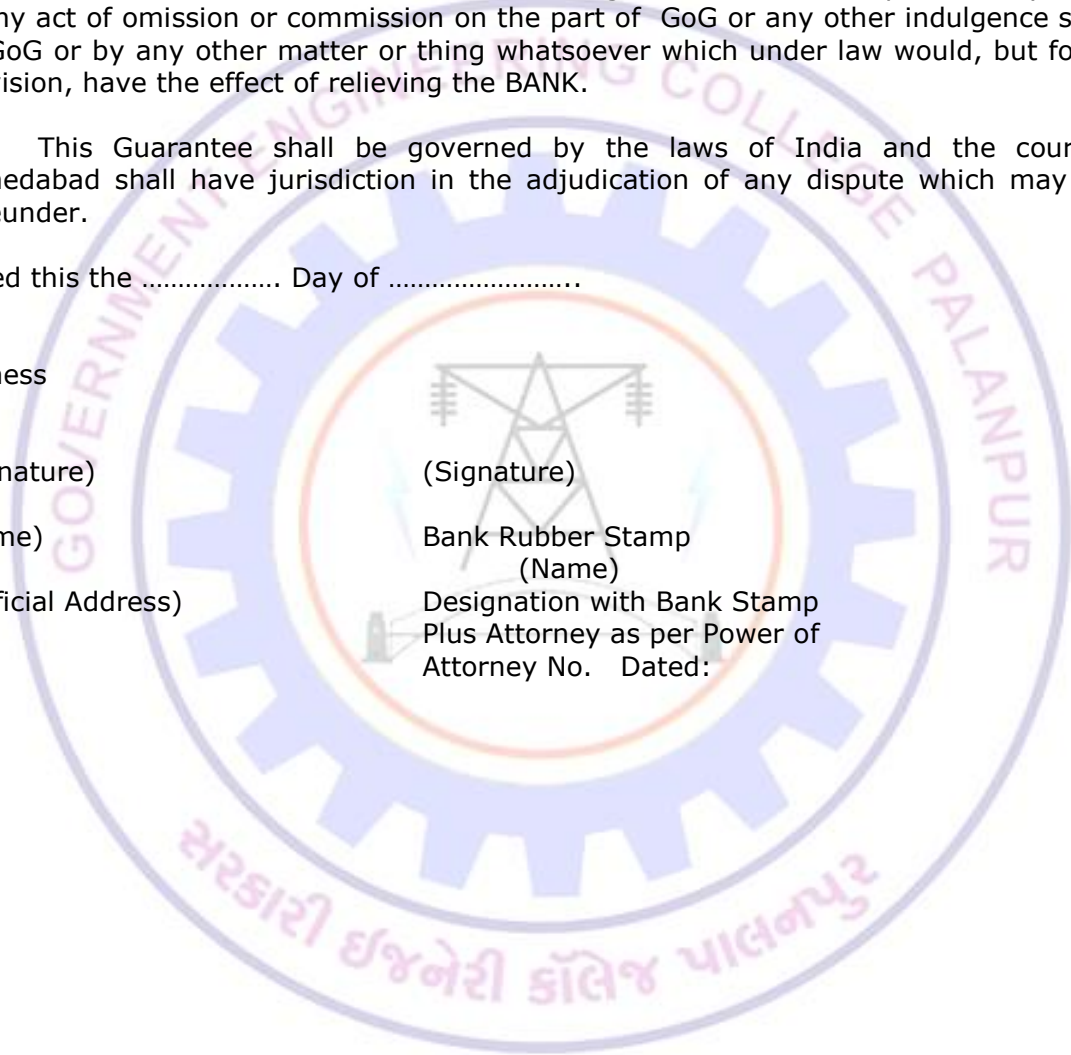
(Name)

(Official Address)

(Signature)

Bank Rubber Stamp
(Name)

Designation with Bank Stamp
Plus Attorney as per Power of
Attorney No. Dated:



ESTD : 2009

અભિયાન્ત્રિકીજ્ઞાનમ્ જનકલ્યાણમ્

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

THIS AGREEMENT made this DD.MM.YYYY by and between **GOVERNMENT ENGINEERING COLLEGE PALANPUR** (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