



सत्यमेव जयते

आयुक्तकार्यालय

OFFICE OF THE COMMISSIONER

माल एवं सेवा कर, वडोदरा -II आयुक्तालय
Goods and Service Tax, Vadodara-II Commissionerate
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F.No. CEx/Comp-II/03/AMC/2015-16

Date:- 22.03.2018

Corrigendum to TENDER NOTICE

Tender Notice date: 20.03.2018

Last date for submission of Bid: 18:00 Hrs 26.03.2018

In reference to Tender Notice dtd 20.03.2018 [Last date of submission of Bid: 18:00 hrs of 22.03.2018] for “Comprehensive Annual Maintenance Contract” (C.A.M.C.) for period of one year from 01.04.2018 to 31.03.2019 for Maintenance of Network, Desktop Computers and its peripherals like Printers, Laptops, Scanners, Switches, Quick Heal Antivirus etc. In view of which the last date for the bid is shifted to 18:00hrs of Monday, the 26th March, 2018, and opening of the tender will be at 11:00 hrs of Tuesday, the 27th of March, 2018.

2. This is for information of all the bidders that para ‘Contract Period’ of Tender Conditions has been amended. The bidders are advised to take into account the Corrigendum before submission of their bids against this tender. If any bidder has already submitted his/her bid, then he/she should resubmit his/her bid taking into account following Corrigendum. For convenience and clarity, the revised Tender documents including the formats are being uploaded on the website.

Enclosed as above

(Manisha Saxena)
Additional Commissioner(Systems)
CGST Commissionerate, Vadodara – II
Vadodara

Copy to:

1. Notice Board, GST Commissionerate, Vadodara - II
2. Website Administrator , GST Commissionearte, Vadodara-II

Tender Conditions

Earnest Money: Tender documents must be accompanied with non-interest bearing Earnest Money of Rs. 30,000/- (Rs. Thirty Thousand only) in form of Demand Draft in favor of the Chief Accounts Officer, Goods and Service Tax, Vadodara-II, failing which tender will not be considered for opening of Financial Bid. Earnest money deposited by the unsuccessful bidder should be collected by them at the earliest, after finalization of the tender. Earnest money will be refunded to the successful bidder on the receipt of Performance Security.

Performance Security: The successful bidder will be wholly and solely responsible for any damage/levy/claim and will be liable to pay the said damage/levy/claim. In this context, the successful bidder shall deposit Rs. 50,000/- (Rs. Fifty Thousands Only) as performance security which is non-interest bearing in the form of Bank Draft / Bank Guarantee issued by a Nationalized Bank only drawn in favor of the Chief Accounts Officer, Goods and Service Tax, Vadodara-II payable at Vadodara.

Contract Period: For Financial Year 2018-19 i.e. effective from the date of awarding a contract to **31.03.2019**. Vendor has to appoint senior hardware/software engineers at each of the following locations:

- (i) GST Bhavan, Subhanpura, Vadodara,
- (ii) GST Bhavan Plot No.622, Near Shaily Engineering, GIDC Halol
- (iii) GST Bhavan, Plot No.C/4/9, Behind Roshan Cinema, GIDC, Ankleshwar

One common engineer be posted between these two locations:

- (iv) GST Bhavan, b/h Amidhara Township, opposite Gujarat Gas Company, and
- (v) GST Office 2nd Floor, R. K. Casta Building, Station Road, Bharuch

before 7 days of commencement of the contract, in order to take over the charge from the previous AMC vendor and resolve any problem. Service engineers must have 2 years work experience, also submit the details of name, contact numbers, work experience of service engineers provided to GST Commissionerate, Vadodara-II for all locations, as above. It should be ensured that minimum wages and all provisions of the Minimum Wages Act, 1948, as applicable, may be adhered by them in respect of engineers posted by them.

Service Assurance: The Service provider would put asset number on each of the system being maintained by them. These should correspond to the number(s) of equipment to be maintained in a separate register along with details of rooms/places where they are placed/located. If there is shifting of the equipment(s) under this AMC, the firm will have to make changes in record accordingly. Superintendent(Systems) would assist the firm in this task and the Service Provider should ensure that this is to be done under his supervision.

Preventive maintenance will be carried out on quarterly basis and special

cleaning of the Monitor, printer, key board, mouse etc., from outside with liquid cleaner should be done once in a month. A Preventive Maintenance Report (quarterly) and monthly cleaning reports of all the items installed at different locations would be submitted along with the quarterly bill of CAMC in the name of “The Commissioner, GST Commissionerate, Vadodara-II”, failing which an appropriate penalty would be imposed.

The Service provider shall be responsible for taking back up data and programme available in PC before attending the fault and shall also be responsible for reloading the same. The backup is to be returned to the users, under acknowledgement from the user. In case data is lost, the firm shall be responsible for recovering the same at their cost.

TERMS AND CONDITIONS:

- 1. The Service Provider agree to provide the following services under the contract to keep the Internet Facility and P.C. including all parts of PC like Picture Tube and all parts of Monitor / LCD / LED Screen, Speakers, spike guard, Modems, Laptops, regular updating of Anti-Virus, UPS (including below 1 KVA UPS battery), CD-Writers, Combo Drives, Scanners, CVT/Line Conditioners, HUB, Switches and Printers (including plastic parts, printer head, Teflon coating of laser printer), Network Server (Internet/Intranet sharing, Quick heal firewall settings to restrict/provide the use of internet at all the stations) in good working order. Details of the Assets are as mentioned below.

(Details of the Assets)	
Total No. Of Desktop	232(Approx)
Total No. Of Printers	172(Approx)
Departmental Laptops	20(Approx)
Scanners	12
Network Printers	13
DG Set	4
Routers & Switches	30(approx.)
Note: These are the assets available at the time of Tender publication. Assets are likely to increase. The details of assests are available with the office.	

- 2. The maintenance service includes Preventive maintenance and breakdown maintenance of Computers and its peripherals, problems related to hardware and software including formatting, installation, backup, removal of Virus Operating System viz. Windows XP, Windows-7, Windows-8,. Windows-10, Unix, and Networking System. It also includes any type of software related problem in the machines/pen/hard drives of Vadodara-II Commissionerate which are under warranty period. Further, for any problem in intranet/internet connectivity from

Computer Cell to other offices of Vadodara-II, only CAT-6 cable will be supplied by GST Commissionerate, Vadodara-II, in cases where new connection/link has to be created. The maintenance of existing network, including replacement of existing cables will be in the scope of the vendor.

3. The Service provider shall check all the items to be covered under AMC within three days of receipt of information from this office regarding acceptance of the quotation and submit a report showing the detailed configuration of the items to be placed under AMC. On the basis of that report, as endorsed by the officer, the service provider will prepare separate log book for the items placed under the AMC.
4. The AMC shall include replacement and installation of the defective/damaged parts/components free of cost with latest-version products of same make and configuration compatible with the existing machines, including all networking equipment and cables which needs repairs or replacement. In case any particular brand/model is not available, the same shall be replaced with equivalent parts/components with existing or higher configuration. The replaced parts/components should have the proper warranty period of at least one year. In case any of the items or parts thereof are required to be taken outside the office for repair from where they are installed, the same is also required to be done and reinstalled free of cost. The said items or parts thereof are required to be taken to the outside workshop for repair only with proper permission of the competent authority and would be at the company's own risk and expenses. In case the said items are taken to the workshop, the firm should provide a standby for the same so that the office work remains unaffected till such time.
5. The Maintenance service by the Service provider shall include quarterly on-site preventive maintenance of all items to be placed under AMC. Special dust cleaning of the Monitors, LCD / LED Screens, Printers, Scanners, Key Board, Mouse etc. from outside with liquid cleaner should be done once in every fifteen days. A preventive Maintenance Report (Quarterly) and cleaning report monthly of all the items installed in the Commissionerate should be submitted along with the quarterly bill of AMC. The quarterly payment will be made strictly on the basis of satisfactory report of the users. The preventive maintenance shall include, among others:
 6. Cleaning of all equipment/components/parts using vacuum air, brush and soft muslin clothes.
 7. Checking of power supply source for proper running and safety of equipment.

8. Ensuring that the covers, screws, switches etc. are firmly in place in respect of all equipment.
9. Regular scanning of all types of virus and elimination of the same.
10. Shifting of equipment within the building and/or with the other Offices located at Halol, Ankleshwar, Bharuch, R K Casta as and when required.
11. The Service provider would submit monthly attendance sheet of engineers duly signed by Superintendent(Systems) of each location. In case the vendor fails to submit PM reports and attendance sheet of service engineers' penalty will be charged without any intimation from quarterly charges.
12. This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities.
13. At each location of GST Commissionerate, Vadodara-II, the Service Provider will keep record of machine/parts/software-virus related problem including the nature of failure, date and time of booking the complaint (at mutually agreed location) when the machine was repaired and the total downtime. This record will be signed by the vendor's Service Engineer and representative of GST Commissionerate, Vadodara-II. This can be done either through the complaint MIS or through complaint register.
14. To monitor the maintenance activity and to discuss other related matters, a monthly meeting between Superintendent(Systems)/Systems Manager and the service provider will be held at GST Commissionerate, Vadodara-II on every 5th of the relevant month.
15. Any damage to the hardware when the hardware gets burnt due to site problem would not be covered under this contract and it will be discussed mutually on case to case basis.
16. The Service provider for AMC shall ensure a fully functional system in respect of the items mentioned. It will be the Service provider's obligation to provide on-site corrective and remedial maintenance services on call from respective sites and to set right the malfunctions of the systems within reasonable time.
17. Promptness in responding to snags, reported to Service provider by user, is the essence of this agreement and the repair/restoration of the items and parts thereof shall be made in minimum possible time so that office work of the concerned section is not affected. The Service provider shall provide repair and maintenance service in response to the oral/telephonic information by the concerned formations of this office within 2 hours of being intimated. Service provider shall

make satisfactory arrangements to receive complaint

18. The Service Provider should provide the telephone nos. fax, e-mail ID, mobile nos. to ensure proper connectivity. The address of the workshop with telephone nos. and fax nos. in Vadodara should also be furnished in detail.
19. This office reserves the right to utilize the services of the Service Engineer posted at all the 5 locations.

B. SERVICE ASSURANCES:

Maximum acceptable downtime will be one work day (24 hours) excluding holidays, for all equipment covered under this tender.

C. PENALTY:

Penalty for not completing the calls after the time limit as indicated in "Service Assurances" will be as follows:

- (i) Rs. 100/- per working day subject to maximum of 25%, of the AMC charge of that particular C.P.U. (with Mouse, Keyboard), Monitor, Printer, switches, hubs, Modem and subject to the cumulative amount of penalty per C.P.U., Monitor, Printer, for each complaint. The total penalty per annum not exceeding the value of A.M.C. charges. This amount can be adjusted in the quarterly amount payable by GST Commissionerate, Vadodara-II. If vendor provides and install a stand by equivalent/higher capacity in respective GST office within the time limit as indicated in "Service Assurance", no penalty will be charged.
- (ii) Rs. 50/- per working day subject to maximum of 25% of the AMC charge of that particular CVT/Line conditioner, UPS, CD-Writer, Scanner and any other hardware/software related problem covered under CAMC, for each complaint, and subject to the cumulative amount of penalty for each equipment for the contract period not exceeding the value of A.M.C. charges. This amount can be adjusted in the quarterly amount payable by GST Commissionerate, Vadodara-II. If Vendor provides and installs a stand by equivalent/higher capacity in respective GST office within the time limit as indicated in "Service Assurance", no penalty will be charged.
- (iii) Penalty for non-attendance of service engineer Rs. 100/- per day per location, and not attending duty more than 3 days in the month Rs. 1000/-, more than 7 working days it will be charged Rs. 2,000/- more than 20 days it will be charged Rs. 3000/-, and not attending location for entire month penalty will be charged Rs. 5,000/- (i.e. Rs. 200 daily wages * 25 working days) per location per month. Penalty for not submitting Monthly Call/PM Reports on prescribed date penalty will be Rs. 2,000/- per location per month. This amount can be adjusted in the quarterly amount payable

by GST Commissionerate, Vadodara-II.

2. Wherever the CPU, Printer, etc. cannot be repaired at site within the specified time limit, the vendor will have the option to provide an alternate equipment of matching specification which will be replaced within the period of maximum 3 days (with the new equipment of same make/model) as the original one. But in case of C.P.U., the original CPU or higher configuration should be restored. Failing to fulfill the above condition, penalty clause will apply.

3. Penalty for downtime of the hardware/software related problem will be calculated from the complaint register of each location. If vendor fails to rectify the problem within 3 working days, GST Commissionerate, Vadodara-II will repair/ purchase/ solve the software problem from other local vendor without any intimation, installation of that part will be the responsibility of CAMC vendor. This amount can be adjusted in the quarterly amount payable by GST Commissionerate, Vadodara-II.

D. PAYMENT:

1. The Comprehensive Annual Maintenance Charges per CPU, Monitor, Modem, Printer etc. at a flat rate irrespective of the location, would be as per details in Annexure-C. The implementation of comprehensive AMC is centralized. The payment will be released quarterly. For equipment where the warranty/CAMC is already in force as on the date of acceptance of letter by the party, the CAMC will begin from the next day of the expiry date of the warranty/CAMC. For the purpose of contract, quarters synchronize with the three months after the commencement of Comprehensive AMC.

2. The vendor will submit quarterly bill along with the downtime statement within one week of completion of the quarter. GST Commissionerate, Vadodara-II will reconcile this and release the payment within 4 weeks after bill will submitted. GST Commissionerate, Vadodara-II (Hdqrs. office) will arrange to get the data from all locations in the Commissionerate to reconcile the penalty for all equipments in the Commissionerate under comprehensive AMC with the vendor. However, if due to any reasons, GST Commissionerate, Vadodara-II (Hdqrs. office) is unable to reconcile the penalty amount, 80% of the total amount will be released. The balance 20% payment will be released after reconciling the penalty amount.

E. CALL REQUISITION AND COMPLETION:

1. The vendor has to give the Telephone Nos., Mobile Nos. while submitting the quotation. Completion of calls will be certified by the concerned GST officer. In case the concerned GST officer is not available, his nominee will sign.

2. The vendor will prepare the call Job Card in triplicate. They will be signed by an

officer of GST and the vendor. One copy will be given to the user and one will be submitted to the concerned controlling officer. Third copy will be retained by the vendor.

F. REVISION OF MAINTENANCE CHARGES:

1. Changes or enhancement in systems features may necessitate revision of the specified minimum maintenance charges and shall be covered by an addendum to this contract.

G. FORCE MAJEURE:

1. The vendor shall not be liable or deemed to be in default of any delay or failure in performance stated herein under resulting directly or indirectly from causes beyond its reasonable control and if the vendor is prevented from performing its function under this instrument for a period longer than three months, the vendor's liability ceases under this contract and then both the parties shall discuss the course of action to be taken afterwards.

H. GENERAL PROVISIONS:

1. This agreement shall supersede any and all previous communications, both oral and written and the provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both parties hereof.

I. ARBITRATION CLAUSE:

1. In case of any dispute, following arbitration clause will apply:
 - (i) Any question, dispute or difference arising under the contract, shall be referred to the arbitrators – The Commissioner, CGST Commissionerate, Vadodara-II and authorized person of the vendor or in case, they are being unable or unwilling to act as arbitrators, they may appoint some other person to act on their behalf. The awards of the arbitrators shall be final and will be binding on both the parties to this contract.
 - (ii) The arbitrators shall be entitled to extend the time of arbitration and award by comment of the parties from time to time. The venue of arbitration shall be Vadodara and the expense of arbitration will be at the discretion of the arbitrators. Subject as aforesaid, the Arbitration Act, 1940 and the rules there under, any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this condition.

Note:

- (i) The Vendor should have appoint specially trained engineers for the items specified in the conditions already provided to you.
- (ii) They, should undertake the work only with the help of their own engineers and should not allot the work to any sub-contractor, a declaration of this effect should be submitted along with the acceptance letter.

Annexure *A'

Technical Bid Form for Comprehensive Annual Maintenance Contract (CAMC)
(To be given on Company Letter Head)

Sr.No	Required information	Particulars
1	Name, Address and Telephone Numbers of Agency/firm. (both landline and mobile telephone numbers are to be provided)	
2	Name and telephone numbers of the owner of the Agency/Firm (both landline and mobile telephone numbers are to be provided)	
3	Details of Permanent Account Number (PAN) (enclose copy)	
4	Service Tax Registration Number (If Any) (Enclose Copy)	
5	Name, address, contact details and specimen signature(s) of authorized signatory/signatories	
6	List of Government Organizations (both central and state) where C.A.M.C. for the Computer/ Printers have been provided (copies of contract letters (both past and present) are to be enclosed)	
7	Details of the Demand Draft enclosed with the Bid.	

I hereby certify that the above furnished information is correct. I also certify that I have read-and understood the technical conditions. I understand that furnishing false information will disqualify my firm from further bidding process.

Signature:

Name of Authorized Signatory:

Seal/Stamp:

Date:

Annexure 'B'

(To be given on Company Letter Head)

Financial Bid for the AMC

- 1 Name of the Bidder :
- 2 Address :
- 3 Telephone Mobile No. :
- 4 Annual Rate of AMC :

Date:

Signature:

Name and Designation:

(With Stamp)



TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,
The Commissioner,
CGST, Vadodara-II
Subhanpura, Vadodara

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site namely: www.gstvdr2.gov.in. as per your advertisement, given in these website.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to 12 (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Signature of the Bidder

(with Official Seal)