

**HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.**  
**"A State Govt. Undertaking"**

No. HPSEBL/CE(Comm)/ CMP/ AMC/1/ 2014- 1696- Dated:- 16/06/2014  
1704

To

M/s Bits'n Byte,  
4, Ekant Niwas, Kaithu,  
Shimla-171001.

**Subject:-** Letter of Award for Annual Maintenance Contract (AMC) of Computer Hardware and associated peripherals installed at different locations within HPSEB Ltd. Head Quarter at Vidyut Bhawan, Shimla and offices located within Shimla for a period of three years.

**Reference:-** 1. Your offer No. Nil dated 25/02/2014 and letter dated: 03/06/2014

Dear Sir,

With reference to your offer under reference against bid No. HPSEBL/CE(Comm)/ CMP/ AMC/1/ 2014, HPSEB Ltd. is pleased to accept your offer for an amount of Rs 11,00,122/- + Rs. 1,35,975/- **Service Tax** at the current rate of 12.36%, which shall vary as per GOI policy from time to time. The amount is inclusive of 10.7% discount on original offer and 8% additional discount offered vide letter dated 03/06/2014 on total bid offer after negotiation on 03.06.2014 for a period of three years. The MAINTENANCE CONTRACT period shall be effective with effect from 1<sup>st</sup> July 2014 onwards as per clause No. 4.0 of Section-II of Bid Documents. The number, types and location of the hardware, software and LAN equipment to be maintained shall be as per **Annex-'A'**. The major terms and conditions shall be as given below.

**1.0 PAYMENT TERMS**

"90% payment (Quarterly basis) towards MAINTENANCE CONTRACT will be made within 30 days after the end of each quarter (the quarterly amount will be worked out by dividing the total MAINTENANCE CONTRACT amount by number of quarters) on submission of the following:

- a) Invoices in triplicate.
- b) Bank Guarantee (BG) equivalent to 10% of the total amount as of the value of total MAINTENANCE CONTRACT and its acceptance by Chief Engineer (Commercial), HPSEB Ltd., Vidyut Bhawan, Shimla-4 here in after referred to as HPSEBL, at the time of signing of contract. This BG shall be valid upto 3 months beyond the expiry of MAINTENANCE CONTRACT period in the form of irrevocable, valid & fully enforceable BG from Nationalized/ Scheduled Bank in favour of HPSEB Ltd. as per proforma attached at **Annex'B'**.
- c) Submission of certificate for satisfactory performance of services during the quarter of MAINTENANCE CONTRACT period as issued by the Superintending Engineer (IT, HPSEB Ltd., Vidyut Bhawan Complex, Shimla-171004 or his authorized representative.
- d) Submission of certificate of "No delay in attending" or in case of any delay "Deduction Certificate" to be enclosed as issued by the Superintending Engineer (IT), HPSEB Ltd., Vidyut Bhawan, Shimla-171004 or his authorized representative.

10% balance payment towards MAINTENANCE CONTRACT will be made on submission of satisfactory completion of MAINTENANCE CONTRACT and at the end of the service contract.

The payment to be made shall be. Rs. 82,509.85 per quarter + 10198.13 service tax @ 12.36% (calculated on 90% basis for 12 quarters) and 10% at the end of MAINTENANCE CONTRACT period i.e. Rs. 1,10,012.21 + 13597.51 service tax @ 12.36% along with final invoice for last quarter.

## 2. POSITIONING OF RESIDENT ENGINEER

- a) It is required that two qualified resident service engineer of the Contractor is positioned at IT Cell, O/O SE(IT), Vidyut Bhawan Complex, Shimla, **alongwith spares** to attend all the breakdown calls. The Service Engineer shall visit each respective office to co-ordinate/attend breakdown calls between 10 AM & 5 P.M. He will be solely responsible for logging as well as maintaining status of each call through call register. Amount will be deducted if any Service Engineer remains absent/leave without providing substitute. Depending upon the exigency of work they should also available on holidays as and when called for.
- b) The Contractor shall furnish names, designations, qualifications and experience, mobile numbers of all engineers deputed. The engineers shall be changed only after prior approval of the Superintending Engineer (IT) during maintenance period. The engineers may be assigned duties depending on requirement.
- c) The maintaining agency shall provide, at its cost, complete required tool kit (for hardware and software to the deputed engineers).

## 3. SPARES STOCK

The Contractor shall stock sufficient spares required for the maintenance of the computers and peripherals locally at **IT Cell, Shimla** so that efficient services could be provided in accordance with the scope of the work. The Contractor shall provide spare parts, assemblies and subassemblies, which develop defects or break-down during the period of MAINTENANCE CONTRACT. The department will provide only consumable items such as printer ribbons, printer heads toners for laser-jet printers, inkjet cartridges and UPS batteries only. All spare parts replaced shall be of original equipment manufacturer/supplier.

## 4. PERFORMANCE GUARANTEE:

The firm shall submit Bank Guarantee (BG) equal to 10% of contract amount subject to its acceptance by HPSEB Ltd. at the time of signing of contract. This BG shall be valid up to 3 months beyond the expiry of MAINTENANCE CONTRACT period in the form of irrevocable valid & fully enforceable B from Nationalised/ Scheduled Bank in favour of HPSEB Ltd.

## 5. CHANGE OF QUANTITY

During the execution of the contract, HPSEB Ltd. reserves the right to increase or decrease quantities of items under the contract but without any change in unit price and other terms & conditions. Such variation shall not be subject to any limitations for the individual items but the variation in all such items under the contract shall be limited to  $\pm 30\%$  of the contract price as awarded.

6. The base unit rates, as identified in the contract shall remain **FIRM** during the currency of the contract. The service tax indicated is at the current rates of 12.36% and shall vary as per GOI policy from time to time.

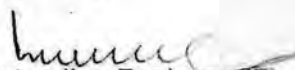
*Handwritten signature*

7. Superintending Engineer (IT) on behalf of HPSEB Ltd. shall execute the Contract Agreement. The Contract Agreement (**Annex-'C'**) shall be executed within 30 days of the issue of this letter of award.
8. Location wise detail attached may vary depending upon the actual conditions /shifting due to diversion/allotment or shifting of office/rename/change of offices.
9. HPSEB shall not bear any Income Tax liability.
10. The service tax as applicable as per notifications of GOI shall be applicable during the currency of the contract and shall be paid accordingly against service tax number of the firm
11. At the time of expiry of contract all the equipment under maintenance shall be handed over in working condition so that handing over of MAINTENANCE CONTRACT to next successful bidder takes place in a smoother manner. The firm shall provide services for 10 working days from the date of expiry of the contract for smooth transfer of the MAINTENANCE CONTRACT to the new contractor without any extra cost. In this connection, any equipment which is noted as in non-working condition till the last hour of the MAINTENANCE CONTRACT period should be rectified by the outgoing MAINTENANCE CONTRACT Contractor without any extra cost to the department.
12. **Jurisdiction:** The laws applicable to the contract shall be the laws in force in India. The Courts of Shimla shall have exclusive jurisdiction in all matters arising under this contract.
13. Other terms & conditions will remain same as per Section-II of the tender specifications No. CE(Comm)/CMP/AMC/1/2014.

**Please acknowledge the receipt of this communication.**

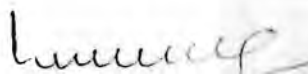
Yours faithfully,

**Encls: Annex-'A', 'B' & C"**

  
Superintending Engineer (IT),  
HPSEB Ltd., Vidyut Bhawan,  
Shimla-171004.

**Copy forwarded to the following for information please:**

1. All the Chief Engineer (P&M/Project/MM/SO&P/OP-South), HPSEB Ltd., Shimla-4.
2. The Chief Accounts Officer, HPSEB Ltd., Shimla-4.
3. The Executive Director (Pers.), HPSEB Ltd., Shimla-4.
4. The Under Secretary (General) HPSEB Ltd., Shimla-4.

  
Superintending Engineer (IT),  
HPSEB Ltd., Vidyut Bhawan,  
Shimla-171004.

## DETAIL OF HARDWARE

Sr. No.	Description	Quantity (No./Sets)
<b>A. Computer Systems/Laptop</b>		
	HCL(Pentium)	11
	HP (5750)	65
	HP (2480 )	8
	HP (7400)	2
	HP (5800)	5
	HP (1024)	1
	HP(Server Bio Metric )	1
	Acer (Power Series )	7
	Acer (7800 )	2
	Dell (620 DX )/Simplex	66
	Wipro	7
	Compaq (Desk Pro )	4
	IBM laptop	6
<b>B. Printers/Scanner</b>		
	HP LaserJet (1022 )	23
	HP LaserJet (1505 )	19
	HP LaserJet (1566)	39
	HP LaserJet (P1007)	3
	HP LaserJet (3015 )	1
	HP ColorJet (3600)	1
	HP LaserJet (M 1213nf)	1
	HP LaserJet (1020)	2
	<b>Multifunction Printers</b> Panasonic (KXMB 1900 )	41
	<b>Dot Matrix Printers</b> EPSON	31
	<b>Dot Matrix Printers</b> Wep (1070 )	21
	<b>Dot Matrix Printers</b> TVS	2
	HP ScanJet (5590)	3

*hmm*



<b>C.UPS</b>		
	UPS (4.2 KVA) EMARSON Make	1
	UPS (3 KVA) On Guard	2
	UPS (2 KVA ) Delta Power	15
	UPS (2 KVA ) Tata libert	8
	UPS (2 KVA ) On Guard	6
	UPS (1 KVA ) GE Digital Energy	2
	UPS (1 KVA ) Delta Power	8
<b>D. LAN/WAN Networking Hardware</b>		
	DES 3226 (Layer 2 Managed Switch ) 24 port	5
	DES 3526 (Layer 2) 24 port	7
	DES 3528(Layer 2) 24 port	3
	DES 1024D (Simple)	1
	Jack Panel CAT-6 24 PORT D-LINK MAKE	14
	Rack 6 AU	9
	Rack 9 AU	1
	8 Port Switch	21

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**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**  
**(To be stamped in accordance with Stamp Act)**

Ref.....

Bank Guarantee No.....

Date.....

To

Chief Engineer(Commercial),  
Himachal Pradesh State Electricity Board Ltd.,  
Vidyut Bhawan Complex,  
Shimla (HP)-171004

Respected Sir,

In consideration of Himachal Pradesh State Electricity Board Ltd., (herein after referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with registered/Head office at.....(hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract by issued of Owner's Letter of Award No.....dated.....and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.....dated Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to..... being (%) (percent\*) of the said value of the Contract to the Owner.

We..... (Name & Address) having its Head Office at.....(hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any all monies payable by the Contractor to be extent of.....as aforesaid at

any time up to.....\*\* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner 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 Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities).

Notwithstanding anything contained herein above our liability under this guarantee is restricted to.....and it shall remain in force upto and including..... and shall be extended from time to time for such period (not exceeding one year), as may be desired M/s.....on whose behalf this guarantee has been given.

The Bank hereby undertake not to revoke this guarantee without the consent of the Principal in writing

Dated this.....day of.....20.....at.....

Signature and seal of Guarantors

.....

Date.....20....

.....

.....

Address:.....

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CONTRACT FORM

THIS AGREEMENT made the .....day of ....., 20..... between .....(Name of HPSEB Ltd. of .....(Country of HPSEB Ltd.) (hereinafter called "the HPSEB Ltd.") of the one part and ..... (Name of Firm) of ..... (City and Country of Firm) (hereinafter called "the Firm") of the other part:

WHEREAS the HPSEB Ltd. invited Bids for certain Goods and ancillary services viz., ..... (Brief Description of Goods and Services) and has accepted a Bid by the Firm for the supply of those goods and services in the sum of ..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the HPSEB Ltd.'s Notification of Award.
3. In consideration of the payments to be made by the HPSEB Ltd. to the Firm as hereinafter mentioned, the Firm hereby covenants with the HPSEB Ltd. to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The HPSEB Ltd. hereby covenants to pay the Firm in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Firm are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE MAINTAINED	UNIT PRICE	TOTAL PRICE
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TOTAL VALUE: