

## PUNJAB STATE TRANSMISSION CORPORATION EMITTED

Regd. Office: PSEB, Head Office, The Mall, Patiala-147001 Corporate Identity Number: U40109PB2010SGC033814 O/o DGM/IT, PSTCL, Head Office, The Mall, Patiala

Email id: dgm-it@pstcl.org Website: www.pstcl.org

To

The Director.

Department of Governance Reforms, Punjab

D-241, Industrial Area, Phase VIIIB,

Sector 74. Mohali, Punjab.

Memo No: 345

/IT-1143

Dated: 06 09 18

Subject:

Contract Agreement for Implementation of GePNIC in PSTCL.

Reference:

Deptt of New & Renewable Energy, Govt of Punjab, memo no. 3/41/2011-EB4/3618 dtd 18-12-17, Deptt. of Governance Reforms, Govt. of Punjab, memo no. DGR/SSM(P)/GePNIC/2017/43/6124-26 dtd 30-11-17 and Minutes of Meeting regarding Implementation of GePNIC in PSTCL (Copy attached) held on dated 19/07/2018 in DGR.

In response to various communications received by PSTCL to implement Government e-Procurement system of NIC (GePNIC) in PSTCL and subsequently a meeting held with Senior. System Manger (DGR), the Board of Directors in PSTCL has decided to go ahead with e-tendering services provided by GePNIC.

Accordingly, PSTCL hereby agrees with the following rates, terms and conditions to go ahead with the on-boarding process of GePNIC.

## 1. Scope of work: As per Annexure-I

### 2. Schedule of Prices

Sr. No.	Particulars	Rate
1.	e-tender hosting & processing fee(per tender) Paid by PSTCL	Rs.7000/- (GST extra as applicable)
2.	e-tender hosting & processing fee (per tender) Paid by bidder	NIL.
3.	Registration fee for PSTCL to register on GePNIC portal.	NIL
4.	Annual Registrations charges for Vendors	Rs 2000/-(GST extra as applicable)

### 3. Taxes & duties

- i. GST shall be paid as applicable from time to time.
- ii. TDS as applicable from time to time
- iii. The DGR shall be issued the requisite certificate required for claiming any refund from Income Tax Department if eligible for the same.

#### 4. Terms of Payment

A monthly invoice will be raised to the respective Tender Inviting Authority (TIA) indicating no. of tender invited in the preceding month along-with processing fee, as per para (2) above, for releasing the payment in favour of Punjab State e-Governance

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Society (PSeGS) - Implementing agency through Cheque or RTGS/ NEFT etc. in account no. 37254151898 IFSC SBIN0003246 of State Bank of India. Sector 7, Chandigarh. The payment shall be released within 45 days of the receipt of invoice.

5. Security Deposit

DGR being a Government agency, no security is required to be submitted by DGR.

# 6. Roles & Responsibilities of the Service Provider

**Application Software** i.

DGR will provide the services of the application software for the eprocurement process with the technical assistance of NIC.

**Technical and Telephonic Support** 

The telephonic support shall be available24x7. The support shall also be available for all the vendors and if vendors while submitting the bids encounter technical issues, support to resolve the same will be available through help desk with the technical assistance of NIC.

7. Service level agreement and penalty

a. In case of delay in publishing/updation the tender/corrigendum in time a penalty amounting Rs. 200/- per day will be deducted from tender hosting & maintenance charges.

b. In case the tender is scrapped without opening of the bids, no tender processing

fee shall be payable to DGR.

8. Contract duration

The duration of contract shall be 1 year from the date of acceptance of contract. However, PSTCL can at any time or in the event of default on the part of the service provider can withdraw from using the services of GePNIC. The contract can be extended after 1 year with the approval of the competent authority.

9. Training

DGR will arrange training with the technical assistance of NIC. in addition to the startup training to PSTCL officers/officials and vendors free of cost, as and when required. The number of officers/officials shall be decided mutually. There will be two no. one day workshop at two different cities and the venue of training and projector for the training shall be arranged by PSTCL.

10. Secrecy & Security

DGR shall not collect any personal or business information when conducting an online enrolment, bid submission etc. or any other transaction on site and does not give, share, sell or transfer any personal information to a third party unless required to do so by law.

The GePNIC shall have adequate security measures in place to protect against the loss, misuse and alteration of information. High level of security has to be ensured so that there is a trustworthy access control technology and authorization policy in place. Security has to be maintained not only of the data that is stored on the server but also of the information that is in transit, e.g. the bid documents or the bid figures being sent to the server by the vendor.

The e-procurement process and the policies that are implemented for the security of the data and communication have to comply with the Information Technology Act, 2000 so that the transactions and disputes (if any) arising there from, are admissible in the Court of Law. Non-repudiation has to be taken care of within the purview of the Law for the assurance to the organization and the vendors.



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Information Technology Act, 2000 has well defined provisions for documents submitted online, electronic records and digitally signed documents.

# 11. Correspondence

All correspondence shall be ordinarily addressed to O/o Dy. General Manager/IT, PSTCL. Patiala, but the correspondence related to tender publication shall be addressed to concerned offices.

# 12. Acknowledgement

Please acknowledge the receipt of this contract agreement and send the copy of the same to O/o Dy. General Manager/IT.

Dy. General Manager/IT PSTCL, Patiala

CC: Copy of the above is forwarded to the following for information and necessary action please:-

- 1. Sr.PS to Director/F&C, PSTCL, Patiala
- 2. PS to Director/Admin., PSTCL, Patiala
- 3. Sr. XEN to Director/Technical, PSTCL, Patiala
- 4. CE/HIS&D, PSTCL, Patiala
- 5. Dy. Secy./General. PSTCL. Patiala
- 6. AO/Cash, PSTCL, Patiala



### Annexure-1

### Scope of Work

- a. To provide e-tendering/procurement facility for the PSTCL along with implementation, customization as finalized by Government of Punjab and NIC.
- b. Online vendor/contractor registration, provision of uploading attachments.
- c. Online publications of tenders of all types & corrigendum with document uploading facilities.
- d. Online tender submission, opening and assistance/support for tendering, cancellation of tenders etc.
- e. Providing complete backup of each tender to the concerned office after completion of tender process.
- f. Online Communication through messaging with Vendors and authorities issuing Tenders.
- g. Integration of payment gateway for the financial transactions by Vendors/PSTCL.
- h. Mapping of Bank Accounts: The Bank accounts of each location/division shall be mapped on the GePNIC portal within two week time.
- i. Mapping of Digital Signature certificate: After activating the users (officers), Digital Signature certificate (DSC) of the officers should be mapped. Class-2 or Class-3 Digital Signature Certificate (DSC) can be mapped.
- j. Encryption methodology like SSL must be deployed while communicating with the payment gateway over public network. The bidder should be able to make the Earnest Money Deposit (EMD) & document fees payment online. EMD shall remain deposited in the GePNIC common pool until the award of contract. The EMD of the successful bidders shall be transferred to the bank account of the concerned office. The EMD's of the unsuccessful bidders shall be refunded after the approval of PSTCL only.

Dy. General Manager/IT

PSTCL, Patiala