



ICAR -INDIAN AGRICULTURAL STATISTICS INSTITUTE.
(An ICAR's autonomous body under Department of
Agriculture Research and Education (DARE),
Ministry of Agriculture and Farmers Welfare, Govt. of India)
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F.No.No. 04(03)/2018–19-EMU.

Tender for Comprehensive Annual Maintenance Contract (AMC) of EPABX (NEC) System

1. Sealed tender are invited from reputed firms/ agencies for **Comprehensive Annual Maintenance (AMC)** of this Director's **IP based EPABX System (NEC)** in IASRI New Delhi office along with **IP based EPABX System (NEC)** etc for a period of one year as per the terms and conditions enclosed.
2. The rate should be quoted for comprehensive maintenance inclusive of replacement of parts. The contractor may also quote rates per meter for laying of cables, adaptor for phone etc separately in the financial bid.
3. The validity of tender must be at least 90 days from the date of opening of quotation. The details of the **EPABX system** are given in **Annexure I**. The technical bid has to be filled in **Annexure II**. The financial bid has to be quoted in **Annexure III**. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and super scribed "**Tender for Comprehensive Annual Maintenance Contract of EPABX (NEC) System.**"
4. Incomplete or unsigned tender are liable to be summarily rejected. The bid should be accompanied by Earnest money in the form of a Demand Draft of **Rs. 10,000/- (Rupees Ten Thousand Only)** drawn on any nationalized bank in favour of "**Director IASRI , New Delhi**" and payable at New Delhi.
5. Successful tenderer will have to deposit a performance security of 10% amount of contract value in the form of Fixed Deposit Receipt (FDR), B.G. in favour of Director, IASRI, New Delhi within a week of award of work. Performance security will be returned after 30 days of expiry of contract completely handover of system satisfactorily and not to immediately after expiry of contract.
6. If you are interested in doing the job, as per the terms and conditions, you may send your sealed quotation, duly super scribed "**Tender for Comprehensive Annual Maintenance Contract of EPABX (NEC) System**" and addressed to the undersigned and should be dropped in the tender box kept in IASRI New Delhi or alternatively send by post so as to reach this Director Office not later than 1.00 p.m. on **05.10.2020**. Quotations received after the stipulated date / time shall not be entertained.
7. The technical bid will be opened by the committee constituted for the purpose on the same day at 3.00 P.M. in Room No..... IASRI New Delhi in the presence of the tenderers or their representative who may like to be present.

Yours faithfully,

ASSISTANT ADMINISTRATIVE OFFICER
C.P.S.

ANNAXURE-1

S. no.	Descriptions	Unit price (Rs.)	Qty.	Amount (Rs.)
1	AMC for NEC make EPABX SYSTEM NO OF EXTENSION-304 NO OF TRUNKS-20 NO OF CONSOLE WITH DSS-01 NO OF DIGITAL PHONE-5 NO OF ONLINE UPS-01		01 Job	
2	Annual Maintenance Contract for cable maintenance from EPABX MDF TO USER end as per mentioned Item no.1			
	Basic total			
3	GST Extra @ 18% or as applicable at the time of billing			

Rates for each item (Supply & installation) which are not covered in the Annual Maintenance Contract (AMC) for major repair and new work.

Annaxure-2

S.No.	Description of Items	Unit	Rate per unit in figure
1	2 Pair PVC cable for Telephone (Delton/DKE/ISI)	01 mtr.	
2	5 Pair PVC cable for Telephone(Delton/DKE/ISI)	01 mtr.	
3	10 Pair PVC cable for Telephone(Delton/DKE/ISI)	01 mtr.	
4	20 Pair PVC cable for Telephone(Delton/DKE/ISI)	01 mtr.	
5	10 Pair J/F Armored cable(Delton/DKE/ISI)	01 mtr.	
6	10 Pair J/F Unarmored cable(Delton/DKE/ISI)	01 mtr.	
7	20 Pair J/F Armored cable(Delton/DKE/ISI)	01 mtr.	
8	20 Pair J/F Unarmored cable(Delton/DKE/ISI)	01 mtr.	
9	1 Inch PVC conduits/pipe(ISI)	01 mtr.	
10	¾ Inch PVC conduits/pipe(ISI)	01 mtr.	
11	MDF 20 PAIR(PVC) (Make-Krone)	01 no.	
12	MDF 20 PAIR(METAL) (Make-Krone)	01 no.	
13	MDF 50 PAIR(PVC) (Make-Krone)	01 no.	
14	MDF 50 PAIR(METAL) (Make-Krone)	01 no.	
15	MDF 100 PAIR(METAL) (Make-Krone)	01 no.	
16	MDF 200 PAIR(METAL) (Make-Krone)	01 no.	
17	Digging of Hard Soil with laying Charges	01 mtr.	
18	Digging of Soft Soil with laying Charges	01 mtr.	
19	Telephone I/O Box with face plate and accessories(ISI)	01 no.	
20	Line Cord /Coil cord for Telephone	01 no.	

Note:- The rates should be exclusive of GST and will be paid as applicable.

Date: _____

Signature of the Bidder with date

Place: _____

(Name of the Firm/Agency Seal)

Annexure 3

1. Name and Address of Bidding Firm :
2. Name and Designation of the person signing the bid :
3. Capacity in which bid is signed by the bidder (Proprietor / Partner / Director) :
4. Telephone Number (Mobile / Landline) :
5. Earnest Money Deposit Details :
6. GST Registration Certificate No. :
7. PAN Number (Copy enclosed) :
8. **Copy of authorization from OEM or national partner :**
9. Terms & conditions mentioned in the Invitation of bid are Acceptable / Not Acceptable :
10. Deviation in Terms & conditions Specification (if any) :

with date

Date: _____

Place: _____

Signature of the Bidder

(Name of the Firm/Agency and stamp)

Annexure 4

Financial Bid

S. no.	Descriptions	Unit price (Rs.)	Qty.	Amount (Rs.)
1	AMC for NEC make EPABX SYSTEM NO OF EXTENSION-304 NO OF TRUNKS-20 NO OF CONSOLE WITH DSS-01 NO OF DIGITAL PHONE-5 NO OF ONLINE UPS-01		01 Job	
2	Annual Maintenance Contract for cable maintenance from EPABX MDF TO USER end as per mentioned Item no.1			
	Basic total			
3	GST Extra @ 18% or as applicable at the time of billing			

Rates for each item (Supply & installation) which are not covered in the Annual Maintenance Contract (AMC) for major repair and new work.

Annaxure-5

S.No.	Description of Items	Unit	Rate per unit in figure
1	2 Pair PVC cable for Telephone (Delton/DKE/ISI)	01 mtr.	
2	5 Pair PVC cable for Telephone(Delton/DKE/ISI)	01 mtr.	
3	10 Pair PVC cable for Telephone(Delton/DKE/ISI)	01 mtr.	
4	20 Pair PVC cable for Telephone(Delton/DKE/ISI)	01 mtr.	
5	10 Pair J/F Armored cable(Delton/DKE/ISI)	01 mtr.	
6	10 Pair J/F Unarmored cable(Delton/DKE/ISI)	01 mtr.	
7	20 Pair J/F Armored cable(Delton/DKE/ISI)	01 mtr.	
8	20 Pair J/F Unarmored cable(Delton/DKE/ISI)	01 mtr.	
9	1 Inch PVC conduits/pipe(ISI)	01 mtr.	
10	¾ Inch PVC conduits/pipe(ISI)	01 mtr.	
11	MDF 20 PAIR(PVC) (Make-Krone)	01 no.	
12	MDF 20 PAIR(METAL) (Make-Krone)	01 no.	
13	MDF 50 PAIR(PVC) (Make-Krone)	01 no.	
14	MDF 50 PAIR(METAL) (Make-Krone)	01 no.	
15	MDF 100 PAIR(METAL) (Make-Krone)	01 no.	
16	MDF 200 PAIR(METAL) (Make-Krone)	01 no.	
17	Digging of Hard Soil with laying Charges	01 mtr.	
18	Digging of Soft Soil with laying Charges	01 mtr.	
19	Telephone I/O Box with face plate and accessories(ISI)	01 no.	
20	Line Cord /Coil cord for Telephone	01 no.	
	Basic Total		

Note:- The rates should be exclusive of GST and will be paid as applicable.

TERMS & CONDITIONS

1. Bids should be valid for a minimum period of ninety days after the due date. Tender should be addressed by designation and the sealed envelope containing the tender is to be addressed by name to officer signing this enquiry.
2. The bidder must be a reputed manufacturer, National distributors. Or his authorized partners. copy of authorization ink sign may be enclosed. If incomplete in these respects the quotation is liable to be rejected. (Copy Enclosed)
3. The bidder should have at least Five years experience in AMC of KTS systems of similar configuration to Govt. Department/PSUs/reputed Organization. (Copy Enclosed)
4. The bids must reach the undersigned on or before the due date i.e. **05.10.2020 by 1.00 PM** Bids received after due date and time are liable to be rejected. Technical bids shall be opened on the same day.
5. **GST REGISTRATION/PAN**/last three year ITR copies/Non-Black listing certificate attached should be submitted along with your tender. If incomplete in these respects the tender is liable to be rejected.
6. Bidder shall sign all pages of tender and drawing forwarded with the tender.
7. Each tender must be accompanied with Earnest Money Deposit for **Rs.10,000/-** shall be in the form of Demand Draft/Pay Order in the name of **Director, IASRI New Delhi**. Tender's received without Earnest Money Deposit are liable to be rejected. However, firms who are registered for supply of items in question with DGS&D / NSIC should invariable accompany the tender failing which bids may be rejected.
8. Earnest Money is liable to be forfeited and bid is liable to the rejected, if the bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of the tender.
9. The Earnest money of all the unsuccessful bidders will be returned as early as possible after the expiry of the period of the bid validity and after issue of the purchase order. No interest will be payable by the Directorate on the Earnest Money Deposit.
10. The rates should be quoted in Indian Rupees for delivery at premises of the IASRI. All prices should be fixed and should not be subject to escalation of any description. The rates must be excluding of GST, which shall be paid by the IASRI separately as applicable. However, these would be considered at the time of evaluation.
11. All disputes are subject to the jurisdiction of court in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with laws of India.
12. The IASRI reserves the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever.
13. **ARBITRATION:** In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then the Director will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The Arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to

arbitration under the Indian Arbitration and conciliation Act, 1996 or of any modifications or reenactment there of including the rules framed there under.

Assistant Administrative Officer

Checklist of Technical bid Document-

1. PAN No.
2. Goods & Service Tax (GST) Registration No
3. Details of EMD / tender cost.
4. OEM Authorization (NEC make) EPABX system letter address to the Director IASRI, New Delhi.
5. Complete details i.e. work order letters of two similar contracts of providing similar services in Delhi state with Govt., PSUs & Ministries only, where the services are provided by the Agency for last 7 year

MAINTENANCE AGREEMENT

1. This maintenance Agreement is made at New Delhi for the period of one year from ____ to ____ between the ICAR- Indian Agricultural Statistics Research Institute represented by duly authorized and competent officer **Director ICAR-Indian Agricultural Statistics Research institute Library Avenue, Pusa, New Delhi - 110012** hereinafter referred to as "First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns on the one part and _____ acting through its authorized representative _____ only authorized by the company with its registered office at _____ which expression shall unless excluded by or repugnant to the context shall include its representative administrator executive and assign on the second party.

2. Whereas the first party which has the EPABX System shown in this Agreement thereof and is now desirous of availing the Comprehensive Maintenance Services for its EPABX System installed at Indian Agricultural Statistics Research Institute, New Delhi. And whereas _____ has agreed to perform the said maintenance services of the EPABX System as mentioned in this agreement and limited to the EPABX System covered by this agreement. Now, therefore, it is hereby mutually agreed as follows:

3. Termination by default:

- a. Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to vendor, terminate the Contract in whole or part:
- b. If the vender fails to provide service/rectify the fault within the time period specified in the contract or any extension thereof granted by the Institute.
- c. If the vender fails to perform any other obligation (s) under the Contract.
- d. In the event the Institute terminates the Contract in whole or in part, the Institute may procure, upon such terms and in such manner, as it deem appropriate, services similar to those undelivered for any excess costs for such similar services. However, the vender shall continue the performance of the Contract to the extent not terminated.

4. Applicable Law:

- a. The contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of Court in Delhi.

5. Taxes and Duties:

- a. Vendor shall be entirely responsible for all taxes, duties, license, fees etc. Incurred until delivery of the contracted services to the Institute. No tax or duty will be payable by the Institute unless specified by the vender in the price bid.

6. Security & Payment:

- a. The successful bidder will have to deposit Security Deposit equal to 10% of the total value of the contract further reduced to the extent of Earnest Money Deposit which will be accordingly adjusted and also execute the contract within 30 days from the date of placement of order. If the firm fails to provide services to the satisfaction of the Institute as per the order during contract period, the contract will be cancelled and the Security Deposit will be forfeited or Bank Guarantee revoked. The Security Deposit will be released after completion of the contract to the satisfaction of the Institute. Additional Security money needs to be deposited in case more items are added in the AMC in future.
- b. The Firm will have to sign an Agreement with the Institute on a non-judicial stamp paper of appropriate value before taking over the contract.
- c. Maintenance charges will be paid on quarterly basis after deduction of penalty after completion of the quarter. The payment shall be released quarterly on satisfactory completion of assigned services. If calculation of penalty was not readily available, then 80% of the bill amount will be released provisionally. Income Tax and other taxes as per rules will be deducted from the bill as applicable from time to time.

7. Scope of service:

- a. Following services are covered under All in Service Contract to keep the system in good working order: -
- b. To make the equipment in working condition, if required. The firm may visit the site to analyse the status of installed items. No extra Payment will be made by IASRI to rectify the faults.
- c. Unscheduled on call corrective and remedial maintenance services to set right the mal functions of the systems including replacement of unserviceable parts.
- d. Where any items/parts/components need replacement, the same shall be replaced with same make, specification and brand of items/component/part. In case the brand/model has become obsolete, the same shall be replaced with equipment of the items/parts/components with approval of IASRI.
- e. Where the replacement of the entire system with a new one has been necessitated, the replacement of the entire system shall be provided within 14 days.
- f. This office will take no responsibility towards erratic power problems relating to the Electricity Boards or any other default situation of the nature beyond its control that may cause the systems to malfunction.
- g. Penalty will be charged for downtime of more 48 hours in the individual case of EPABX and its accessories, no penalty will be chargeable for the first 24 hours from the time of call/complaints and wherever an equivalent standby system has to be provided.
- h. In case of any event / pending/high workload, the firm will depute additional engineers to clear the backlog to maintain the uptime of the equipment. The firm will also provide the resources/ engineer/expert on any event at the institute.
- i. A register will be maintained by the firm/contractor/service engineer/ nodal officer of IASRI for booking the complaints and keeping record of the uptime of the items and to be certified by the Nodal officer, IASRI.
- j. The firm will honor complaints lodged by phone/email/fax/post or any other mode of communication. Counting of down time will start from the time of logging the complaint and will continue till the machine is properly repaired and a certificate to the same effect is obtained from the user. The firm shall maintain all the machines satisfactorily till the end of the AMC tenure and handover all inventory in good working condition to the next vendor, in case the AMC is not extended or is terminated.
- k. If any hardware is disposed-off during the period of Maintenance Contract for one or more reason, the proportionate charges will be deducted from the quarterly amount. If charges have been paid before the disposal of the system, then the proportionate amount is to be adjusted against the charges payable on remaining machines.
- l. The system is configured for 304 extensions . Any cable required for new extension will be paid extra. Replacement of faulty multi core cable, New Telephone and accessories will be paid at actual based on approved rate .
- m. A suitable voltage stabilizer will be provided by IASRI to ensure protection of system from voltage fluctuation. Defect in cabling and electrical installation is not covered by this contract.
- n. This contract will cover free replacement of components which may be necessary as a result of normal wear and tear during the period of contract however, contractor shall not be liable for any loss or damage arising out of fire, short circuit of electricity, accidental mishandling of the system or any natural calamity. Plastic Parts, UPS Battery and consumables does not included in AMC.
- o. The firm will not assign or sublet the contract or any part of it to any other agency. The penalty for non compliance shall be cancellation of the contract.

8. **Equipment-** List and their CMAC charges of the EPABX SYSTEM& EPABX MDF TO USER end installed at the premise of first party will be application as below:

S. no.	Descriptions	Unit price (Rs.)	Qty.	Amount (Rs.)
1	AMC for NEC make EPABX SYSTEM NO OF EXTENSION-304 NO OF TRUNKS-20 NO OF CONSOLE WITH DSS-01 NO OF DIGITAL PHONE-5 NO OF ONLINE UPS-01		01 Job	
2	Annual Maintenance Contract for cable maintenance from EPABX MDF TO USER end as per mentioned Item no.1			
1+2	Basic total			
3	GST Extra @ 18% or as applicable at the time of billing			

9. **Payment:**

- a. Scheme – quarterly, on expiry of each quarter.
- b. Tax Deduction at source @2.2% or as applicable will be deducted from the bill.

10. **Penalty**

- a. In cases of downtime beyond those stipulated above, penalty will be automatically deducted from the quarterly payable amount.
- b. Penalty to be imposed will be subject to a maximum of total value of the contract. In case of the gross negligence and downtime, security deposited by the firm can be forfeited besides immediate cancellation of the contract.
- c. In case of intermittent failure and repeated failure the system will be considered continuously down and down time penalty clause will apply accordingly.
- d. The firm will respond to a site visit and commence repair work on the EPABX SYSTEM& EPABX MDF TO USER end within 24 hours of being notified of equipment malfunction. The firm will ensure making the faulty system usable within maximum 48 hours from the time complaint is lodged. If the equipment is beyond repair at the Institute, the firm will provide standby equipment. If any critical/important component of entire configuration is out of service for more than three days, the firm shall provide replacement till the component is repaired within a two weeks of time.
- e. If the firm fails to repair the EPABX SYSTEM& EPABX MDF TO USER end of provide standby equipment within 48 hours of the complaint, they will attract a penalty as per details given below:

S.No.	Equipment	Penalty per day /unit (Rs.)
1.	EPABX SYSTEM- In case of system down	1500.00
2	End User accessories	150.00

11. FORCE MAJEURE:

- a. The Indian Agricultural Statistics Research Institute or the second party, against the other , in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party.
- b. Has delayed the performance of its work as it was beyond its reasonable control and it has not due to negligence or default on its part.
- c. Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

12. SYSTEM AVAILABILITY

- a. In the event of any dispute as to whether the system downtimes due to damage caused by mishandling or system malfunctioning the issue will be referred Indian Agricultural Statistics Research Institute for a decision. The decision of the Indian Agricultural Statistics Research Institute will be final and binding upon both the parties.

13. ASSIGNMENT:

- a. The second party shall not assign this agreement or any part, thereof or any benefit there under without the written consent of Indian Agricultural Statistics Research Institute to any other party.

14. ARBITRATION

- a. In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the Arbitrator appointed by the Director. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.
- b. The parties shall continue to perform their obligations under this agreement during arbitration proceedings.
- c. The venue for arbitration will be New Delhi.

15. EXTENSION

The contract will be awarded for a period of One Year. However, the same will be extendable for the additional period of Two Years provided the Institute finds the service satisfactory. In case of exceptionally good service, the term can be further extended for additional quarterly or 2 years on year-to-year basis under similar terms and conditions.

16. THE AGREEMENT:

This document hereto signed by both the parties shall constitute the entire agreement binding on both the parties.

SECOND PARTY
For and on behalf of

M/s. _____

Name:

Designation:

In presence of

Witness - I

Name :

Address :

FIRST PARTY
For and on behalf of

Director
ICAR-IASRI, Pusa,
New Delhi-110012

Name:

Designation:

In presence of

Witness - II

Name :

Address