

**Subject: Comprehensive Annual Maintenance Contract for Digital EPABX System (Model-TOPAZ 1232) installed at NPIU Project office, EdCIL House, 4<sup>th</sup> Floor, 18A, Sector 16A, Noida.**

Dear Sir,

We have a NEC ASPILA-TOPAZ make EPABX Exchange in operation at our NPIU Project Office in Noida. This exchange was under AMC from 05.06.2014 to 04.06.2015. You are requested to submit your offer on or before **3.00 PM on 06/10/2015**, addressed to Asst. Manager (Admin.), EdCIL India Limited, Plot No. 18A, Sector 16A, Noida-201301 in a sealed envelope, super scribing "**C-AMC of Digital EPABX System for NPIU**". Interested firms may also download the tender from the EdCIL's website: <http://www.edcilindia.com>.

**Scope of Work and Terms & Conditions:**

**1. Part A:**

To maintain NEC ASPILA-TOPAZ Exchange having the configuration of:

- a) 30 intercom instruments
- b) 09 analog trunks with 32 extension
- c) System expandable to trunk lines 27 & extension expandable upto 72,
- d) Extension Phone
- e) PBT with CLI facility
- f) Display & speaker phone
- g) Abbreviated dialing for 1000 Nos.
- h) 3-5 hrs battery back up
- i) Operator Console
- j) Main distribution frame

Contd./2-

**PART-B**

Service and Maintenance of all wiring work throughout the office premises along with all Cabling Work, (Indoor/ Outdoor/Underground), all the job work for all the Extensions of the ASPILA-TOPAZ Digital ISDN EPABX System and other accessories, etc.

**PART-C**

Regular Servicing/Maintenance/ Programming of MDF, IDF, Crone Boxes, DBS, Leads, Rocket Boxes, etc. for all extension nos. of entire Office and essential Extension Numbers at Institute, residential campus, etc

2. This is a comprehensive AMC. All spares required for maintenance and fault rectification of the Exchange systems and Key Phones are to be arranged by the successful tenderer, at his cost and the spares should be of standard make. No part of the exchange shall be excluded from the contract coverage including consumables like fuses. Replaced parts removed from the system become the property of the successful tenderer.
3. Breakdown calls should be attended to within time period, as shown below:  
Breakdowns reported should be attended to on the same day (not exceeding 24 hours). If the breakdown of any kind in the PCB card(s) or PSU or Wiring or Programming is not rectified within 24 hours of reporting, then a deduction @ of Rs.300/- per day will be implied.
4. Preventive maintenance is to be carried out once a month. Service is to be rendered on all working days of EdCIL India Ltd. If required, service is to be rendered on public holidays also.
5. If any instrument or system is required to be repaired at service provider's site, the successful tenderer has to arrange for transportation, free of cost.
6. Programming of the telephone instruments and / systems is to be done by the successful tenderer, as directed from time to time or as & when required.
7. Offers received from tenderers who are blacklisted/ banned/ debarred by any Government organization/ CPSEs/ Court will be rejected. The tenderer should submit a declaration that they are not blacklisted/ banned/ debarred by any Government organization/ CPSEs/ Court.

Contd.3/-

7. The tenderer is advised to inspect the site and ascertain the quantum of work involved before quoting and no claim will be entertained on this account after award of the work. The rates quoted should be valid for 120 days from the date of the opening of the quotation.
8. The successful tenderer has to ensure safety of technicians/ personnel engaged by him for this work. The successful tenderer is fully responsible in case any untoward incident/ accident happen while working and will arrange for insurance, if any. The tenderer will comply with the provisions of all acts, statutes, rules, regulations etc., of the Central and State governments. And if necessary get himself duly registered as required by the said acts, statutes, rules, regulations etc.,
9. This service contract is offered for the present site of installation only. The contract is not transferable. In the event of the customer transfers or sells the system, the contract will become null and void without any refund/ payment of any amount for the unexpired period.
10. Your representative will carry an Identity Card whenever he visits the installation for preventive maintenance/ repairs.
11. Child Labour is strictly prohibited.
13. Earnest Money Deposit (EMD) of Rs. 1,000/- (Rupees One thousand only) by Demand Draft only drawn in favour of EdCIL (India) Limited' Payable at Delhi/Noida. **Any bid received without EMDs will be summarily rejected.** However, Bidders registered with DGS&D, NSIC or MSEs are exempted from payment of EMD. The EMD shall be returned within 30 (Thirty) days to the unsuccessful tenderers after the award of the work. The EMD of the successful tenderer to whom the contract is awarded will be returned after the C-AMC period of one year. The EMD amount will be refunded by cheque only.
14. C-AMC charges will be paid quarterly on pro-rata basis, if the service rendered is satisfactory during that quarter and on receipt of Invoice, along with Service Reports. Taxes and any other deductions will be recovered from the C-AMC amount as per rules. Service Tax will be reimbursed on submission of proof of payment to relevant authorities.
15. In the event of EdCIL deciding to withdraw from the contract before the completion of the contract period, payment will be made only for period of service rendered satisfactorily.

16. Renewal of this contract after its expiry will be at the discretion of EdCIL India Ltd.
17. The tenderer should quote the rates in the proforma enclosed herewith.
18. Evaluation criteria will be based on the total quoted price to be arrived at, as indicated in the Price Blank" enclosed herewith. „Price preference/ Price matching" will be extended to participating MSE, if any, quoting price within the price band of L1+15% and the work will be awarded to the MSE by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE, under Section 11 of the Micro, Small and Medium Enterprises Development Act 2006 (MSMED Act.).
19. Arbitration and Settlement of Disputes:  
EdCIL and the supplier shall make every effort to resolve amicably by direct informal negotiation any difference or dispute arising between them under or in connection with EdCIL order.  
  
If after thirty (30) days from the commencement of such informal negotiations, EdCIL and the supplier have been unable to resolve amicably the dispute; either party may require that the dispute be referred for resolution to the formal mechanisms as specified here under:
  - a) Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitrations & Conciliation Act,1996 and the award made in pursuance thereof shall be binding on the parties. The arbitrator shall be the Chairperson and Managing Director, EdCIL or any other person appointed/nominated by him.
  - b) The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the service provider is specifically directed by EdCIL to desist from working in this behalf.
  - c) The venue of arbitration shall be in Delhi.
  - d) The language of proceedings shall be in English.
  - e) The Law governing the substantive issues between the parties shall be the Laws of India.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitration shall be deemed to have commenced on the date of the arbitrator issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

**The Last date for submission of offer is 03.00 PM on 06/10/2015 and the tenders will be opened at 04.30 PM 06/10/2015 on the same day.** If the last date for tender submission is declared a holiday for any reason, then, the next working day will be the due date for submission. Late offers will not be considered.

- 20. TERMINATION FOR INSOLVENCY:** EdCIL may at any time terminate the Contract Agreement by giving a written notice to the awarding firm, without compensation to the firm, If the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to EdCIL.
- 21. FORCE MAJEURE :** (i) Should any force majeure circumstances arise, each of the contracting parties shall be excused for the non-fulfillment or for the delayed fulfillment of any of its Contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.

(ii) Force Majeure shall mean fires, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lock-outs beyond the control of either party.

Thanking you,

Yours faithfully,

(Sushanta Dey)  
Asst. Manager (Admin.)

## **Technical Requirements**

### **Firm Details:**

### **Eligibility:**

1. The Firm should be registered under the Company's Registration Act. Enclose the necessary papers to this effect.
2. The firm should have atleast three years experience of having C-AMC of such system (Proof to be attached).
3. The firm should have a minimum turnover of Rs.three lakhs per annum during the last three years. (Proof to be attached)
4. Date of establishment of firm
5. Name and telephone no. of contact person
6. Name and telephone no. of owner of firm
7. Total no. of experience in this area (attached proof)
8. PAN No. :
9. Service Tax No. :
10. TIN No. :

Authorized Signature  
(With rubber stamp)

**SCHEDULE OF RATES (Financial Bid)**

<b>Ser. No.</b>	<b>Job Description</b>	<b>Charges Per Month (Rs.)</b>	<b>Annual Charges (Rs.)</b>
1.	Comprehensive AMC of NEC ASPILA-TOPAZ Exchange:  a) 30 intercom instruments b) 09 analog trunks with 32 extension c) System expandable to trunk lines 27 & extension expandable upto 72, d) Extension Phone e) PBT with CLI facility f) Display & speaker phone g) Abbreviated dialing for 1000 Nos. h) 3-5 hrs battery back up i) Operator Console j) Main distribution frame		
3.	Total Comprehensive Charges (excluding Taxes)		