

**GOVT. OF NCT OF DELHI**  
**DEPARTMENT OF TRADE & TAXES**  
**FM BRANCH ROOM NO.1005, 10<sup>th</sup> FLOOR,**  
**VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002**  
**Ph. No. 011-23317757**

**NOTICE INVITING TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF COMPLETE EPABX INSTALLED IN THE DEPARTMENT OF TRADE & TAXES**

Online E-Tenders are invited for Two years under Two-Bid system for **Comprehensive Annual Maintenance contract of complete EPABX installed in the Department of Trade & Taxes** from reputed agencies having experience of similar type of work. Bid documents along with Terms and Conditions are available on the website <https://govtprocurement.delhi.gov.in> and can be downloaded there from. Hard copy of Bid Security / Earnest Money Deposit (E.M.D.) and all documents related to Technical Bid uploaded on e-procurement portal (except Financial Bid in **Annexure-C**) in sealed cover envelop super-scribed with tender for the work "**Comprehensive Annual Maintenance Contract of complete EPABX installed in the Department of Trade & Taxes**" must also be dropped in Tender box kept in FM Branch, Room No. 1005, 10<sup>th</sup> Floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002 on or before **03.00 PM on 22.10.2018 (Monday)**. Bids received after due date and time shall be rejected straightway. The Technical Bid as well as Financial Bid will be opened by the Purchase Committee, in Room No. 307, Chamber of Additional Commissioner (FM), Department of Trade and Taxes, Government of NCT of Delhi as per schedule mentioned below. The tenderers or their authorized representatives who wish to be present during the opening of the Technical and / or Financial Bids may be present at the scheduled dates, time and place.

The first requirement to participate in e-tender is to have digital signature and the registration of tenderers with Application Services Provider (ASP) i.e. NIC (National Informatics Center) which is mandatory. Willing agencies may visit website <https://govtprocurement.delhi.gov.in> and download Terms & Conditions. For any assistance regarding e-tendering, the prospective bidders may contact at NIC Help Desk, 6<sup>th</sup> Floor, Vikas Bhawan-II, Near Metcalf House, Civil Lines, Delhi-110054.

The Tender shall be accepted only through e-tendering portal i.e. <https://govtprocurement.delhi.gov.in>.

SCHEDULE OF TENDER

Estimated Annual cost (in Rs.)	Rs.8,30,000/-
Date of release of tender through e-procurement portal of Delhi Govt.	01.10.2018 (Monday)
Last date/time for downloading of tender document through e-procurement portal Delhi Govt.	22.10.2018 (Monday) upto 03.00 p.m.
Last date/time for submission / uploading the Tender documents through e-procurement portal Delhi Govt.	22.10.2018 (Monday) upto 03.00 p.m.
Last date/time for submission of EMD along with hard copy of Technical Bid in sealed cover in Facility Management Branch, Room No.1005, 10 <sup>th</sup> Floor, Vyapar Bhawan, New Delhi-02	22.10.2018 (Monday) upto 03.00 p.m.
Date and Time of opening of Technical Bid	22.10.2018 (Monday) at 03.30 p.m.
Date and Time of opening of Financial Bid	30.10.2018 (Tuesday) at 03.30 p.m.

In case, the day of bid opening happens to be a holiday, the bids will be opened on the next working day at the same time. The Department may at its discretion to extend the last date for the receipt of bid by amending schedule.

Corrigendum / amendment / modification in tender document, if any, will be published on e-procurement portal only.

Assistant Commissioner (FM)

**SCOPE OF WORK:**

1. The selected bidder will have to provide Comprehensive Annual Maintenance contract of complete EPABX of MATRIX Company Model No. ME 512 (02 no.) installed in the Department of Trade & Taxes for a period of Two years.
2. The Selected bidder will have to provide all consumables spare parts attached with EPABX of MATRIX Company Model No. ME 512 (02 no), Main Distribution Frames (MDF) (1000 Port -02 no), (Float Cum Boost Charger 02 no) etc. , Beetle Plan (1+1) ( 17 no. ) and repair 800 (Eight hundred) telephone instruments and also provide (i) line cord, (ii) coil cord and (iii) Rozzette required along with expert Service Engineer for maintenance work to ensure the smooth functioning / running of the EPABX.

**TERMS AND CONDITIONS:**

1. The estimated value of the contract is Rs.8,30,000/- approximately (Rupees Eight lacs Twenty thousand only) for Two (02) years.
2. The bid validity period of the tender is 120 days from the last date of submission of tender.
3. The bidder firm must have case specific Authorized Service Provider Certificate from M/s MATRIX Comsec Pvt. Ltd.
4. Number of Proposals:  
  
No bidder or its Associate shall submit more than one bid for the services. A bidder applying individually or as an Associate shall not be entitled to submit another bid.
5. If any bidder has any query / clarification, he/she may contact Sh. **Kuldip Chand**, Asstt. Commissioner (FM), Department of Trade & Taxes, GNCT of Delhi, F.M. Branch (Room No.1005), 10<sup>th</sup> floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002 for clarification / assistance between 10.00 a.m. to 3.00 p.m. on any working day before last date of uploading the tender documents.
6. Contacting the Department:  
  
(A) No bidder, in order to influence the bid process, shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.  
(B) Any efforts by a bidder to influence the Department's bid evaluation/ bid comparison or contract award decisions shall result in the rejection of the bidder's bid.
7. The bidder is expected to obtain all information that may be necessary for preparing the bid and entering into contract for himself/herself on their own responsibility.

8. Conditional tender / printed terms and conditions made by the bidder will not be considered and his/her/their tender shall be rejected straightway.

9. ELIGIBILITY CRITERIA OF BIDDERS:

The prospective bidder shall have to upload and to furnish the following documents valid as on date of bid along with their Technical Bid (**Annexure-B**). If the bidder fails to upload any of the following documents, the concerned bidder will be disqualified technically:

(A) The bidders shall have to deposit Bid Security / Earnest Money Deposit (E.M.D.) of an amount of Rs.24,900/- (Rupees Twenty Four thousand Nine hundred only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Bank in an acceptable form in favour of "**Commissioner, Trade and Taxes, New Delhi**" along with the Tender document. The Bid Security / E.M.D. must be remained valid for a period of **45 days** beyond the final bid validity period.

The bidders who are Micro and Small Enterprises (MSE) as defined in MSE procurement policy issue by Department of Micro, Small and Medium Enterprises (MSME) or who are registered with the Central Purchase Organization will be treated as exempted from depositing E.M.D./ Bid Security. In support of his/her/their claim, the bidder shall have to upload the Registration or / and exemption certificate as the case may be, issued by concerned Authority.

**The bid received without EMD/Bid Security shall be rejected straightway.**

(Note:Bank Guarantee shall be accepted after verification from the issuing bank).

(B) All registered agencies who are providing similar kind of services for at least last three consecutive years and having Average Annual Turnover of at least Rs.2,49,000/-(Rupees Two Lacs Forty Nine Thousand only) ( i.e. 30% of the estimated cost) for similar services during the last three financial years i.e for the year 2015-2016, 2016-2017 and 2017-2018 in the Books of Accounts, may submit the bids in the prescribed format. Average Annual Turnover should be certified by Chartered Accountant. The bidder should upload copy of Trading Account and Balance Sheet (with Profit & Loss statement) as well as certificate of Chartered Accountant, if the Trading Account and Balance Sheet are not audited.

(C) The firm participating in the tender must have minimum three years experience of similar works and must have to upload Experience / Satisfactory Performance certificate(s) as a proof of experience issued by any of the Departments /Autonomous Institutions / Universities / Public Sector Undertakings of the Government of India or Govt. of N.C.T. of Delhi or any other State Government or Public Sector Banks or Local bodies /Municipalities or Private or Public Ltd. Companies

**Note: In the Performance Certificate uploaded by agency, it must be**

**mentioned that the performance of the agency is satisfactory.**

- (D) Self attested copy of PAN card under Income Tax Act;
  - (E) Self attested copy of GST Registration Certificate;
  - (F) Self attested copy of case specific Authorized Service Provider Certificate from M/s MATRIX Comsec Pvt. Ltd.;
  - (G) Signed copy of Undertaking in Annexure-E.
  - (H) Duly filled and signed copy of Tender Form in Annexure –A.
10. E.M.D. of unsuccessful bidder's shall be returned after award of contract. **No interest will be paid by the Department on the EMD amount.**
11. E.M.D. of successful bidder shall be returned after award of contract and submission of Performance Security.
12. The Bid Security (E.M.D.) will be forfeited in the following conditions:
- (A) If at any stage, any of the information/declaration given by the bidder is found false.
  - (B) If the bidder withdraws his bid during the period of bid validity specified in the Terms and Conditions of tender document.
  - (C) If the bidder withdraws or amend its tender document or impairs or derogates from the Tender in any respect within the period of validity of its tender.
  - (D) If the successful bidder fails to deposit the required Performance Security within the specified period.
  - (E) In case of any lapse/default on the part of bidder in honoring of the Terms and Conditions of contract at any stage after submitting the tender.
  - (F) In case of final selection of bidder, if he fails to enter into the contract in accordance with the terms and conditions of the tender.
13. Right to reject any or all Proposals:
- Commissioner (GST / State Tax) reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposals, at any time without any liabilities or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.

#### 14 EVALUATION OF BIDS:

##### (A) Technical Bid Evaluation:

The Technical evaluation of bids would be carried out by the Purchase Committee on the basis of eligibility criteria fixed for bidders in this tender document as well as documents / information submitted by the bidder. In case any eligibility criteria is not fulfilled by any bidder and / or any required information /

documents are not uploaded alongwith Technical Bid in **Annexure-B** in e-procurement portal, the bidder will be disqualified technically.

(Note:- The Department can seek clarification on the documents uploaded by the bidder for verification.)

##### (B) Financial Bid:

- (i) The Financial Bids of only those bidders shall be opened who will be found technically qualified.
- (ii) The contract will be awarded to the bidder whose quoted rate is found to be the lowest in Financial Bid in **Annexure-(C)**, justified and who will found eligible and qualified to perform the services satisfactorily as per the terms and conditions of the tender document.
- (iii) The prices quoted in the tender should be inclusive of all taxes, duties & levies **but excluding GST as applicable**. The payment of GST will be made by the Department as claimed by the Contractor in the invoices, upto the extent applicable on such services and as per the rates notified by the government from time to time.
- (iv) If the amount quoted in Annexure-C of two or more bidders match, then the bidder will be selected by conducting lottery in the presence of both bidders. The decision of the department shall be final in this regard.
- (v) The rates quoted by the bidders will not be enhanced during the period of contract in any case.

##### 15 Award of Contract:

- (a) After selection, Letter of Offer shall be issued by the department to the selected bidder and the selected bidder shall have to deposit the Performance Security along with Acceptance Letter within 7 (Seven) days from the date of issue of Letter of Offer.

- (b) The successful bidder shall have to deposit Performance Security for an amount equal to 5% of Estimated Cost within 7 days from the date of issue of Letter of Offer by the Department. Performance Security must be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt and Bank Guarantee from a Commercial Bank or in an acceptable form in favour of **“Commissioner, Trade & Taxes, New Delhi”**. Performance Security must be remaining valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest shall be payable on this amount. The contract will be awarded only after depositing Performance Security.

**(Note:Bank Guarantee shall be accepted after verification from the issuing bank).**

- (c) Letter of Award shall be issued after submission of Performance Security by selected bidder.

#### 16 EXECUTION OF AGREEMENT

The selected bidder will be required to execute an Agreement on stamp paper of Rs.100/- (paid by selected bidder) in the form specified in **Annexure-F** within 7 days from date of issue of Award Letter. The selected bidder shall not be entitled to seek any deviation in the agreement.

#### 17 COMMENCEMENT OF ASSIGNMENT

The selected bidder shall commence the services within 7 days from the date of issue of Award Letter or such other date as may be mutually agreed.

#### 18 TERMINATION OF CONTRACT

Commissioner (GST / State Tax) reserves the right to terminate the contract if the selected bidder fails to deposit the Performance Security or fails to execute the agreement or fails to commence the work within stipulated period or is found to submit incorrect or is found enhanced meter reading of photocopiers' or the selected bidder is found blacklisted on previous occasions by any of the Departments / Institutions / Local Bodies /Municipalities/ Public Sector Undertaking / Private Company / or if the performance of the selected bidder is found unsatisfactory by forfeiting the contractor's Performance Security. Firm may be blacklisted and debarred for three years from participating in any tender of any department.

## 19 SUB CONTRACT DISALLOWED

The Contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

## 20 EXTENSION OF CONTRACT

- (a) The contract shall be awarded initially for a period of Two years from the date of award of contract. The Department reserves the right to curtail or to extend the validity of contract on the same rates and Terms & Conditions for a period of further One year from the date of expiry of contract or till award of new contract / new agency takes over work whichever is earlier at the discretion of the Department and on the basis of mutual acceptance of both parties.
- (b) If, the Contractor is of the view that no further extension of the contract be granted to him, the contractor **shall** notify the Department of its decision at least 3(three) months prior to the expiry of the contract. Upon issuance of such notice, the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the terms of the contract within which, the Department shall either appoint an alternative agency or create its own infrastructure to operate such services as are provided under the contract.
21. The goods for this contract shall be supplied by selected bidder from Delhi and against an Invoice issued from Delhi. The selected bidder or its authorized distributor, as the case may be, who supplies the goods must have GST Registration Certificate and carry a valid Goods & Services Tax Number (GSTN)
22. The firm shall indemnify and hold the department harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works / services under the contract provided by the firm.
- 23 The contractor shall raise a monthly Invoice (in triplicate) for amount due to it under the agreement after the completion of every calendar month.
24. The Department reserves the right to deduct TDS as per prevailing laws.
25. The Department reserves the right to deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates.
26. The contractor will work under overall supervision/direction of the Commissioner (GST /State Tax) and / or the any officer designated by him.

27. The agency is bound to provide service for Comprehensive Annual Maintenance of EPABX during the validity of the contract at the approved rate. If, the prices of any item are reduced due to any reason during the validity of the contract, the contractor will intimate the department regarding price reduction immediately and will charge at reduced rates instead of quoted price.

## 28. PENALTY

(A) The firm would take up any reported fault within 2 to 4 hours, failing which a penalty of Rs.100/- per hour will be imposed on the firm. As far as possible, the repairs would be carried out on site itself. However, in case, the equipment is taken to the workshop, the firm will provide a suitable replacement. In such case, the transportation, repairing, cartage & other charges will also be borne by the contractor.

(B) In case the contractor fails to commence / execute the work as stipulated in the agreement or renders unsatisfactory performance or does not meet the statutory requirements of the contract, the department reserves the right to impose the penalty as detailed below:

(i) 10% of cost of contract value and / or;

(ii) To get the job carried out from any other agency or from open market on contractor's risk. The difference, if any, will be recovered from the contractor and / or;

(iii) To cancel the agreement and / or;

(iv) The firm will be blacklisted for a period of three years and will be debarred from participating in future tenders in Government of NCT of Delhi and his Performance Security will also be forfeited, if warranted.

Penalty if any will be recovered from the bills to be paid to the contractor.

29. If any part is to be replaced by new one, the old removed part shall be handed over to the Department (F.M. Branch) under proper acknowledgement.

30. The firm shall provide only fully trained & equipped service engineers in the Department on all working days (including Saturday) to attend promptly the complaints of EPABX. If the Department requires on account of administrative exigencies, the said services shall also be provided on Sunday.

31. The selected bidder shall provide monthly preventive checkup service of EPABX with special cleaning of the machines from outside and inside with liquid cleaner and submit the cleaning report with monthly bill.



### 32 Dispute Resolution

- (a) Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Chief Secretary, Govt. of NCT of Delhi.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held in Delhi only.

### 33 JURISDICTION OF COURT:

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

- 34 Corrigendum / amendment / modification in tender document, if any, will be published on e-procurement Portal only.

ASSISTANT COMMISSIONER (FM)

Annexure-A

GOVT. OF NCT OF DELHI  
DEPARTMENT OF TRADE & TAXES  
FM BRANCH ROOM NO.1005, 10<sup>th</sup> FLOOR,  
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002  
Ph. No. 011-23317757

Affix self attested passport size recent photograph of the bidder/ authorized person of the firm
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### TENDER FORM

Subject: Tender for Comprehensive Annual Maintenance contract of complete EPABX installed in the Department of Trade & Taxes.

1	Name of firm / agency	
2	Correspondence address of the firm / Agency	_____
3	Telephone and mobile No. of the firm/ Agency	_____
4	Registration No. of the Firm/ Agency (if applicable)	_____
5	Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with.	_____ _____
6	Please specify as to whether Tenderer is sole proprietor Partnership firm. Name and Address and Telephone No. of proprietor /Directors/partners should specified.	_____ _____ _____
7	PAN No. issued by Income Tax Department.	_____
8	GST Registration No.	_____
9	Details of EMD.:	
(a)	Amount: Rs. _____	(Rupees in words _____)
(b)	FDR No. or DD No. or Bank Guarantee in favor of Commissioner (Trade & Taxes)	_____
(c.)	Date of issue	_____
(d)	Name of issuing authority:	_____
10	Declaration by the bidder: This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.	

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(Signature of the bidder)  
Name of the bidder (with seal)

## Annexure-B

GOVT. OF NCT OF DELHI  
DEPARTMENT OF TRADE & TAXES  
FM BRANCH ROOM NO.1005, 10<sup>th</sup> FLOOR,  
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002  
Ph. No. 011-23317757

PERFORMA FOR TECHNICAL BID

Subject: Tender for Comprehensive Annual Maintenance contract of complete EPABX installed in the Department of Trade & Taxes.

1. Name of the firm :
2. Address :
3. Name & Address of Prop./ :

Partner/Authorized signatory

(in case of Pvt./ Public Ltd. Company)

S.No.	Name of desired Documents	Whether copy of desired certificate / documents are enclosed	Enclosed At Page No.
1	EMD (in original) amounting to Rs.24,900/- in favour of "Commissioner, Trade & Taxes, New Delhi." or MSME Certificate.	Yes / No	
2	The bidder should upload copy of Trading Account and Balance Sheet as well as certificate Of Chartered Accountant, if the Trading Account and Balance Sheet (with Profit & Loss statement are not audited (Please see condition no.9).	Yes / No	
3	Experience / Satisfactory Performance Certificate of similar works issued by Govt. of India, Govt. of NCT of Delhi, any other state govt., Autonomous Institutions, Universities, Public Sectors Undertaking of Govt. of India or Govt. of NCT of Delhi or any other state govt., Public Sector Banks or Local Bodies / Municipalities / Public & Private Companies. (Please see condition no. 9)	Yes / No	
4	Self attested copy of PAN Card issued under Income Tax Act.	Yes / No	
5	Self attested copy of GST Registration Certificate.	Yes / No	
6	Self attested copy of case specific Authorized Service Provider Certificate from M/s MATRIX Comsec Pvt. Ltd.	Yes / No	
7	Signed copy of Annexure-D (Undertaking)	Yes / No	
8	Dully filled and signed copy of Annexure-B (Technical Bid Performa).	Yes / No	

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(Signature of the bidder)  
Name of the bidder (with seal)

ANNEXURE-C

GOVT. OF NCT OF DELHI  
DEPARTMENT OF TRADE & TAXES  
FM BRANCH ROOM NO.1005, 10<sup>th</sup> FLOOR,  
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002  
Ph. No. 011-23317757

PRICE BID / FINANCIAL BID

Subject : Tender for Comprehensive Annual Maintenance contract of complete EPABX installed in the Department of Trade & Taxes.

S.No.	Description	Amount for Two years (inclusive of all duties, levies & taxes except GST)
1	Comprehensive Maintenance Charges for complete EPABX of MATRIX Company Model No. ME 512 (02 no) along with Main Distribution Frames (MDF) (1000 Port (02 Nos.), Float Cum Boost Charger (02 Nos.) etc. and repair of 800 Nos. of telephone instruments alongwith all the accessories and components.	
2	Comprehensive Maintenance charges for , Beetle Plan (1+1) ( 21 Nos. ) Telephone instruments alongwith all the accessories and components installed in the personal branches' of Senior Officers of the Department.	
	Total =	

Signature of the bidder)  
Name of the bidder (with seal)

Note 1 : Please refer all Terms & Conditions and specifically mentioned in Point No.14(B) (iii) of tender document before quoting the rates.

Note 2 : The prices quoted in the tender should be inclusive of all duties, levies & taxes **but excluding GST as applicable**. The payment of GST will be made by the department as claimed by the contractor in the invoices, upto the extent applicable on such services and as per the rates notified by the government from time to time.

ANNEXURE-D

GOVT. OF NCT OF DELHI  
DEPARTMENT OF TRADE & TAXES  
FM BRANCH ROOM NO.1005, 10<sup>th</sup> FLOOR,  
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002  
Ph. No. 011-23317757

(UNDERTAKING ON LETTER HEAD) (to be uploaded on e-tender platform)

Subject : Tender for Comprehensive Annual Maintenance contract of complete EPABX installed in the Department of Trade & Taxes.

**UNDERTAKING**

1. I/We hereby agree to abide by all terms and conditions laid down in bid document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I / we do hereby undertake to provide required services to the department satisfactorily.
- 3 In case of non-compliance of any of the Terms and Conditions laid down in the Tender Documents, the Department may take necessary action against us as deemed fit under the provision of law.
4. Undertake that the Agency has not been blacklisted by any of the department / organizations of the Govt. of India / Govt. of NCT of Delhi / any Autonomous bodies public Sector Corporation / Private – Public Ltd. Company etc. and no criminal case is pending against the firm/agency.

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(Signature of the bidder)  
Name of the bidder (with seal)

## AGREEMENT

**This agreement is made at New Delhi on ..... day of ....**

2018 for a period of two years from the date of signing of this agreement between the President of India, represented by -----, Department of Trade & Taxes, GNCT of Delhi herein after referred to as “First party” which expression shall unless excluded by or repugnant to the context be deemed to include his/her successor in office and assigns on the first party

**And**

M/s \_\_\_\_\_ through **its Partner/Director.....which expression** shall unless excluded by or repugnant to the context shall include his representative administrator, executives and assign on the second party.

WHEREAS, The Department of Trade & Taxes, GNCT of Delhi requires the service for Comprehensive Annual Maintenance contract of complete EPABX installed in the Department of Trade & Taxes.

WHEREAS, the Department Trade & Taxes, Govt. of NCT of Delhi had invited bids from eligible suppliers through e-procurement system of Delhi Government to provide the service of Comprehensive Annual Maintenance contract of complete EPABX installed in the Department of Trade & Taxes.

AND WHEREAS, M/s. \_\_\_\_\_ has agreed to provide Comprehensive Annual Maintenance contract of complete EPABX installed in the Department of Trade & Taxes. as per the requirement and in accordance with the Terms & Conditions mentioned in tender document at the rates mentioned in Schedule of rates below, for a period of Two years from the date of signing of this Agreement as per requirement.

## SCHEDULE OF RATES:

S.No.	Description	Amount for Two years (inclusive of all taxes except GST)
1	Comprehensive Maintenance Charges for complete EPABX of MATRIX Company Model No. ME 512 (02 no) along with Main Distribution Frames (MDF) (1000 Port (02	

	Nos.), <b>Float Cum Boost Charger (02 Nos.)</b> etc. and repair of 800 Nos. of telephone instruments alongwith all the accessories and components.	
2	Comprehensive Maintenance charges for , Beetle Plan (1+1) ( 21 Nos. ) Telephone instruments alongwith all the accessories and components installed in the personal branches' of Senior Officers of the Department.	
	Total =	

The prices/ rates are inclusive of all taxes, duties & levies **but excluding GST as applicable**. The payment of Service Tax / GST will be made by the department as claimed by the Contractor in the invoices, upto the extent applicable on such services and as per the rates notified by the government from time to time.

#### **SCOPE OF WORK:**

1. The selected bidder will have to provide Comprehensive Annual Maintenance contract of complete EPABX of MATRIX Company Model No. ME 512 (02 no.) installed in the Department of Trade & Taxes for a period of Two years.
2. The Selected bidder will have to provide all consumables spare parts attached with EPABX of MATRIX Company Model No. ME 512 (02 no), Main Distribution Frames (MDF) (1000 Port -02 no), (**Float Cum Boost Charger 02 no**) etc. , Beetle Plan (1+1) ( 17 no. ) and repair 800 (Eight hundred) telephone instruments and also **provide (i) line cord, (ii) coil cord and (iii) Rozzette** required along with expert Service Engineer for maintenance work to ensure the smooth functioning / running of the EPABX.

#### **TERMS AND CONDITIONS:**

##### 1. COMMENCEMENT OF ASSIGNMENT

The selected bidder shall commence the services within 7 days from the date of issue of Award Letter or such other date as may be mutually agreed.

##### 2. TERMINATION OF CONTRACT

Commissioner (GST / State Tax) reserves the right to terminate the contract if the selected bidder fails to deposit the Performance Security or fails to execute the agreement or fails to commence the work within stipulated period or is found to submit incorrect or is found enhanced meter reading of photocopiers' or the selected bidder is found blacklisted on previous occasions by any of the



Departments / Institutions / Local Bodies /Municipalities/ Public Sector Undertaking / Private Company / or if the performance of the selected bidder is found unsatisfactory by forfeiting the contractor's Performance Security. Firm may be blacklisted and debarred for three years from participating in any tender of any department.

### 3. SUB CONTRACT DISALLOWED

The Contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

### 4 EXTENSION OF CONTRACT

(a) The contract shall be awarded initially for a period of Two years from the date of award of contract. The Department reserves the right to curtail or to extend the validity of contract on the same rates and Terms & Conditions for a period of further One year from the date of expiry of contract or till award of new contract / new agency takes over work whichever is earlier at the discretion of the Department and on the basis of mutual acceptance of both parties.

(B) If, the Contractor is of the view that no further extension of the contract be granted to him, the contractor **shall** notify the Department of its decision at least 3(three) months prior to the expiry of the contract. Upon issuance of such notice, the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the terms of the contract within which, the Department shall either appoint an alternative agency or create its own infrastructure to operate such services as are provided under the contract.

5. The goods for this contract shall be supplied by selected bidder from Delhi and against an Invoice issued from Delhi. The selected bidder or its authorized distributor, as the case may be, who supplies the goods must have GST Registration Certificate and carry a valid Goods & Services Tax Number (GSTN)

6. The firm shall indemnify and hold the department harmless from and against all claims, damages, lossess and expenses arising out of or resulting from the works / services under the contract provided by the firm.

7. The contractor shall raise a monthly Invoice (in triplicate) for amount due to it Under the agreement after the completion of every calendar month.

8. The Department reserves the right to deduct TDS as per prevailing laws.

9. The Department reserves the right to deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates.

- 10 The contractor will work under overall supervision/direction of the Commissioner (GST /State Tax) and / or the any officer designated by him.
11. The agency is bound to provide service for Comprehensive Annual Maintenance of EPABX during the validity of the contract at the approved rate. If, the prices of any item are reduced due to any reason during the validity of the contract, the contractor will intimate the department regarding price reduction immediately and will charge at reduced rates instead of quoted price.

## 12. PENALTY

- (a) The firm would take up any reported fault within 2 to 4 hours, failing which a penalty of Rs.100/- per hour will be imposed on the firm. As far as possible, the repairs would be carried out on site itself. However, in case, the equipment is taken to the workshop, the firm will provide a suitable replacement. In such case, the transportation, repairing, cartage & other charges will also be borne by the contractor.
- (b) In case the contractor fails to commence / execute the work as stipulated in the agreement or renders unsatisfactory performance or does not meet the statutory requirements of the contract, the department reserves the right to impose the penalty as detailed below:
- (i) 10% of cost of contract value and / or;
- (ii) To get the job carried out from any other agency or from open market on contractor's risk. The difference, if any, will be recovered from the contractor and / or;
- (iii) To cancel the agreement and / or;
- (iv) The firm will be blacklisted for a period of three years and will be debarred from participating in future tenders in Government of NCT of Delhi and his Performance Security will also be forfeited, if warranted.

Penalty if any will be recovered from the bills to be paid to the contractor.

13. If any part is to be replaced by new one, the old removed part shall be handed over to the Department (F.M. Branch) under proper acknowledgement.
14. The firm shall provide only fully trained & equipped service engineers in the Department on all working days (including Saturday) to attend promptly the complaints of EPABX. If the Department requires on account of administrative exigencies, the said services shall also be provided on Sunday.
15. The selected bidder shall provide monthly preventive checkup service of EPABX with special cleaning of the machines from outside and inside with liquid cleaner and submit the cleaning report with monthly bill.

16. Dispute Resolution

(a) Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Chief Secretary, Govt. of NCT of Delhi.

17 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.

18. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held in Delhi only.

19 JURISIDICIION OF COURT:

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

20 The following documents shall be deemed to be form, be read and constructed as a part of this agreement, viz. award letter, acceptance of award of contract, scope of services, all terms and conditions of tender documents, notice inviting tender, bill of quantities, addendums (if any) and other documents also form part of this Agreement.

Signature of the Contractor-----  
Name of signing Person -----  
Address Agency-----  
Seal of Agency

Witness on behalf of Agency  
(1) Signature of witness-----  
Name of witness -----  
Address of witness -----

(2) Signature of witness-----  
Name of witness -----  
Address of witness -----

For and on behalf of the President of India  
(Department)  
Signature of Signing Officer-----  
Name of Signing Officer-----  
Seal of Signing Officer



