



Himachal Pradesh Technical University

(A State Government University)

VPO Daruhi, Teh& Distt. Hamirpur (H.P.) – 177001

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Tender No: - Himtu-4 (Estate)A-14/2022(AMC-EPABX)-2567

Date- 20-05-2023

TENDER DOCUMENT

FOR

Comprehensive Annual Maintenance Contract (CAMC) for EPABX telephone communication system make Alcatel Omni PCX e-communication appliance Installed in HP Technical University, Hamirpur (HP).

Himachal Pradesh Technical University, VPO – Daruhi, Distt. Hamirpur (H.P)

Price: Rs. 300/- only.

Document can be downloaded from www.himtu.ac.in.

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SECTION-I

Notice Inviting Tender

1. Himachal Pradesh Technical University, Hamirpur (HPTU) invites sealed tenders for “**Comprehensive Annual Maintenance Contract (CAMC) for EPABX telephone communication system make Alcatel Omni PCX e-communication appliance Installed in HP Technical University, Hamirpur (HP)**” from EPABX firms/agencies for a period of one year, which can be extended on year to year basis up to three years including base year on the same terms and conditions and same rates mutually agreed upon between both the parties.
2. Prices quoted should be F.O.R. destination, inclusive of all levies and GST.
3. Bidders shall have to deposit EMD of **Rs. 10,000/-** (Rupees ten thousand only) in the form of Demand Draft/ Banker Cheque from any nationalized or public sector bank or scheduled commercial bank drawn in favour of “**Finance Officer, HPTU, Hamirpur 177001**” along with the bid.
4. The bid document can be had from the Purchase Officer, Himachal Pradesh Technical University, VPO Daruhi, Teh& Distt. Hamirpur –177001 (H.P.) on payment of Rs.300/- (Rupees three hundred only) non-refundable in the form of crossed demand draft/banker’s cheque from any scheduled bank in Hamirpur drawn in favour of the “Finance Officer, HPTU, Hamirpur-177001”.The bid document is also available on HPTU Website: www.himtu.ac.in. In case of using the downloaded bid document, demand draft/ bankers’ cheque of Rs. 300/- in favour of “Finance Officer, HPTU, Hamirpur 177001” from any scheduled bank payable at Hamirpur should be enclosed.
5. The Tenders, complete in all respects, should be submitted in a prescribed form along with supporting documents in a sealed envelope super scribing “**Tender for Comprehensive Annual Maintenance Contract (CAMC) for EPABX telephone communication system make Alcatel Omni PCX e-communication appliance Installed in HP Technical University, Hamirpur (HP)**” addressed to Purchase Officer, Himachal Pradesh Technical University, Hamirpur-177001(H.P.)”and must reach on or before **12 June 2023 up to 01 PM**. The tender will be opened on the same day at 3.00 P.M.
6. The terms & conditions of the tender are enclosed along with the format for the price bid.

-Sd-
Purchase Officer
H.P. Technical University
Hamirpur 177 001 (H.P.)

SECTION-II

Instruction to Bidders

1. **Definitions**

- (a) “The Purchaser’ means the HPTU Hamirpur.
- (b) “The bidder” means the individual or firm who participates in this tender and submits bid.
- (c) “The supplier” means the individual or firm supplying the goods/services under the contract
- (d) “The contract price” means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligation.

2. **Eligible Bidders**

This invitation for bids is open to Original Equipment Manufacturer (OEM) or its Registered Supplies Reseller (RSR) of the tendered equipment or other Firms/ experienced agencies providing AMC of EPABX telephone communication system as given in **Annexure-I**.

- Copy of Registration/Authorization certificate/ RSR Agreement/Certificate shall be enclosed with the bid.
- The Bidder must have a Permanent Account Number (PAN). A copy of PAN is to be submitted.
- The Bidder must have a valid **GST Registration Certificate**. A copy of that is to be submitted.
- The bidder should have successfully provided AMC of EPABX telephone communication system to any public/private enterprise during last 5 years.

3. **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. **The Bid Document**

The Bid Documents include:

- (a) Notice Inviting Tender (Section I)
- (b) Instructions to Bidders (Section II)
- (c) Terms and Conditions of the Contract (Section III)
- (d) Format for Bid Form (Annexure I)
- (e) Price Schedules (Annexure II)

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. **Clarifications of Bid Documents**

In case the prospective bidders need any clarification regarding any terms and conditions of the tender, firm may write to the **Purchase Officer, Himachal Pradesh Technical University, Hamirpur-177001 (H.P.)**, well in time to ensure that required clarification in writing may reach to the said firm before the last date for submission of bid.

6. **Amendment of Bid Document**

No amendment is allowed after submission of bid.

7. **Bidder Details Form**

The bidder details form (**Annexure-1**) is to be submitted complete in all respect along with the required documents.

8. **Bid Security/EMD**

Bidders shall have to deposit bid security of Rs. **10,000/-** (Rupees ten thousand only) in the form of Demand Draft / Bankers Cheque from any nationalized or public sector bank or scheduled commercial bank drawn in favour of "Finance Officer, HPTU, Hamirpur 177001" along with the bid.

9. **Period of Validity of Bids**

The validity period of the bid will be **180 days** from the date of opening of tender documents, which may be extended by the bidders for such period as may be requested by HPTU. The bidders shall ensure that timelines are adhered to and any bids received later than the specified time and date shall not be entertained.

10. **Period of Contract**

The contract will be valid for a period of **One year** from the date of contract agreement, which can be extended on year-to-year basis up to three years including base year on the same terms and conditions and same rates mutually agreed upon between both the parties. However, HPTU may terminate the contract at any time by giving 30 days advance notice without assigning any reason.

11. **Format for Signing of Bids**

(a) All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the Authorized Signatory of firm may be attached.

(b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person/persons signing the bid.

12. **Rejection of Incomplete and Conditional Tenders**

The incomplete and conditional tenders will be rejected straightway. Quoting unrealistic rates will be treated as disqualification.

13. **Withdrawal after Submission of Bids**

No bidders will be allowed to withdraw after opening of the tender.

14. **Tenders Received after the Last Date**

Tenders received after the closing date and time prescribed in the tender enquiry shall not be accepted under any circumstances.

15. **Documents/Certificates**

The Tendering firms/agencies are required to submit the photocopies of following documents:

(a) Registration certificate as per existing norms (indicating the legal status—company/partnership firm/proprietorship concern, etc.);

(b) Copy of GST Registration Certificates & PAN Card;

(c) Copy of income tax returns filed for last one financial year;

(d) Proof of experience in AMC to any public/private enterprise during last 10 years. The successful completion certificate of work done should be enclosed.

- (e) Earnest money deposit (EMD) by means of demand draft of **Rs.10, 000/-** (Rupees ten thousand only) from a nationalized or public sector bank or scheduled commercial bank.

16. Submission of Bids

The bid prepared by the bidder shall comprise of

- (a) **The Technical bid**
 - (b) **Financial bid.**
- (a) The technical bid, complete in all respects, should be submitted in a prescribed form along with supporting documents in a sealed envelope super scribing **“Tender for Comprehensive Annual Maintenance Contract (CAMC) for EPABX telephone communication system make Alcatel Omni PCX e-communication appliance Installed in HP Technical University, Hamirpur (HP) “addressed to the Purchase Officer, Himachal Pradesh Technical University, Hamirpur (H.P.) -177001 (H.P.), and must reach on or before 12 June 2023 upto 01:00 PM.**
 - (b) The Financial bid should be submitted in a separate sealed envelope superscribing **“Price Bid for Comprehensive Annual Maintenance Contract (CAMC) for EPABX telephone communication system make Alcatel Omni PCX e-communication appliance Installed in HP Technical University, Hamirpur (HP)“**. The tender will be opened on the same day at **3.00 P.M.** Sealed Tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by telegram/fax/email or any other mode will not be considered.
 - (c) The Earnest Money Deposit (EMD) of **Rs.10, 000/-** (Rupees ten thousand only), refundable (without interest), should be necessarily accompanied with the technical Bid of the service provider in the form of demand draft/banker Cheque drawn in favour of the **Finance Officer, HPTU, Hamirpur 177 001 (H.P.)**, failing which the tender shall be rejected summarily. In the event, the successful bidder fails to sign the agreement with HPTU for provision of services as sought in the tender, subsequent to bid being accepted ,the EMD is liable to be forfeited.
 - (d) The successful bidder who is awarded the contract shall be required to deposit a security deposit **of 10 % of the** contract price in the form of Fixed Deposit/Bank Guarantee from any scheduled commercial bank drawn in favour of the **“Finance Officer HPTU, Hamirpur-177001 (H.P.)”** or FDR duly pledged in the favour of **“Finance Officer HPTU, Hamirpur-177001 (H.P.)”**. The security deposit will be forfeited for breach of terms and conditions of agreement or unsatisfactory performance.
 - (e) Each folio of tender documents and every supporting document attached with it shall be signed by the intending tenderer or such person on his behalf as is

legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.

SECTION-III

TERMS AND CONDITIONS

1. A log book shall be maintained in which the engineer shall record all the complaints made. They shall attend to all the complaints received immediately as follows:
 - (i) Attending to any number of breakdown calls during normal working hours.
 - (ii) Major faults within 72 hours by replacement method, with the available spares, on explicit and clear orders of Purchase Officer.
 - (iii) The replacement of components, assemblies shall be as per manufacturer's instructions and under the orders of Purchase Officer.
 - (iv) The firm shall maintain the equipments and shall use genuine/original components for replacement wherever needed. Until and unless written order of the Purchase Officer is conveyed, the original specification/characteristics/features shall not be changed or modified under any circumstances.
 - (vi) The firm shall also be responsible for deployment of necessary staff for regular maintenance of all hardware/software. Each equipment has to be inspected/maintained once in **03 months regularly**. A register shall be maintained showing the inspection/maintaining of each equipment and shall be produced to the Purchase Officer for verification, after the job.
 - (vii) The schedule of preventive maintenance shall be as follows:
 - remedial maintenance of the equipment at the users request and preventive maintenance periodically.
 - Attend to any number of breakdown calls during normal working hours on all working days. Major breakdown calls within 72 hours.
 - Routine inspection and general checking of units/equipments.
 - includes repair and free replacement of parts, spare parts(electrical/mechanical/electronics)
 - cover the warranty of all the hardware and software related to EPABX system installed at users end.
 - efficient and fault free working of the equipment.
 - Batteries to be covered under AMC.

The AMC is awarded initially for a period of one year and may be further extended up to three years including base year on year-to-year basis in accordance with the requirement of the HPTU with the same terms and conditions and same rates on mutual agreement. The firm would put a unique number on each of the system/unit/set being maintained by them. The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/assemblies/components will be withdrawn from the contract. The decision of Purchase Officer regarding non-availability and obsolescence of Technology will be final. Withdrawal of such systems shall be communicated to the agency and equivalent maintenance charges shall be deducted accordingly. HPTU reserves the right to increase or decrease quantities any time. Accordingly, the charges will be increased/decreased on pro rata basis.

viii) Only genuine original parts of the brand shall be fitted/replaced, if needed, by the firm, with the prior consent of Purchase Officer for verification of the original parts and its price therein. If not satisfied, the purchase Officer shall be free to provide the said part for replacement.

ix) During the time of awarding AMC to the successful bidder, the minor repairs already prevailing in the EPABX system have to be borne by the successful bidder itself. Only in case of major faults and repairs if any, the bidder shall be liable to charge extra charges for that repairs/faults on manufacturer market cost basis and that too after consent, verification and satisfaction of Purchase Officer. The tenderer is advised in his own interest to visit the site of the work on any of the working days from 10 AM to 5 PM prior to last date of submission of bid and acquaint himself with all local conditions, means of access to the work, nature of work etc. No extra cost shall be payable for non-awareness of site/equipment condition/ extra repairs, nature of job and likewise constraints to the successful bidder.

x) In case of equipment getting damaged due to negligence on part of bidder, the cost of equipment will be recovered from bidders.

2. Rates/ Prices:-

- (a) The rates should be quoted in Indian Rupees only in words as well as in figures inclusive GST as applicable.
- (b) Rates quoted by the firm should be valid for at least one year. Rates valid for a shorter period shall be rejected as non-responsive.
- (c) No claim for compensation or loss due to fluctuations in prices or any other reasons/ causes will be entertained during the period of contract.
- (d) In case of discrepancy between the amounts in figures and words, the amount in words will only be considered for the purpose.
- (e) Rates should be quoted for free delivery at the HPTU office, and no transportation or other charges shall be payable.
- (f) The rates should be filled in carefully after considering all aspects of works as described in the Chapter “**Terms & Conditions of the Contract**”. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the ground that the tenderer had not understood the work envisaged by this contract for AMC in H.P. Technical University, Hamirpur. Any overwriting should be avoided and in case of a mistake, the mistake should be clearly cut, and the correction should be signed in full by the tenderer or his authorized signatory.
- (g) The tenderer will have to submit an analysis of rates if called upon to do so by the university.
- (h) Purchase Officer, H.P. Technical University, Hamirpur reserves the right to re-tender or modify the terms and conditions of the tender as well as the right to negotiate the rates with the lowest tenderer i.e., L1.

3. Penalty:-

- (a) It will be the responsibility of the successful bidder to maintain/ repair the units/equipments. as soon as the call received from HPTU. If fault/repair is not resolved in stipulated period i.e 72 hours from the call received from HPTU, a penalty of Rs.100/- (Rupees one hundred only) per day shall be recovered from bidder.

4. Settlement of Disputes

Any matter relating to the selection of vendor for entering “Comprehensive Annual Maintenance Contract (CAMC) for EPABX telephone communication system make Alcatel Omni PCX e-communication appliance Installed in HP Technical University, Hamirpur (HP)” shall be governed by the Laws of Union of India. In any case, if a dispute arises, the decision of Vice Chancellor, HP Technical University, Hamirpur shall be final and binding on both the parties i.e. bidder and HPTU. Any further dispute shall be subject to the exclusive jurisdiction of courts at Hamirpur.

5. Purchasers Rights

- (a) HPTU reserves the right to accept/reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
- (b) HPTU reserves the right to relax/withdraw any of the terms and conditions mentioned in the bid document before awarding tender.
- (c) HPTU reserves the right to cancel Tender Document without assigning any reasons.
- (d) HPTU reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.
- (e) If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted.

6. Basis of Awarding the Contract.

The contract shall ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms & conditions.

7. Acceptance of Tender: -

- (a) The authority for acceptance of the tender documents and tendered rates will rest with the Purchase Officer, H.P. Technical University, Hamirpur who does not commit himself to accept the lowest or any other tender, nor does he undertake to assign reasons for its decision in the matter.
- (b) Acceptance of Tendered rates will be communicated through a letter as soon as possible.
- (c) All the tender documents submitted by the tenderer shall become the property of the Purchase Officer, H.P. Technical University, Hamirpur and he shall have no obligation to return the same to the tenderer.

8. Execution of Contract Document: -

- (a) The tenderer whose tender is accepted shall be required to appear in the O/o Purchase Officer, H.P. Technical University, Hamirpur in person or through duly authorised representative to execute the contract documents within 7 days of the date of issue of communication from O/o Purchase Officer, H.P. Technical University, Hamirpur and start the work w.e.f date mentioned in such communication. Failure to do so shall constitute a breach of the contract.

9. Guarantee/Warranty

- (a) Guarantee of the replaced parts must be at least one year from the date of installation.
- (b) In the event of replacement any defects arise in parts replaced, the firm/bidder has to replace the same free of cost.

10. Mode of Payment

For AMC: -

- (a) Payment shall be released on quarterly basis on submission of invoice by successful bidder on completion of each quarter after deducting penalty, if any. Taxes will be deducted as applicable. Payment will be made direct to the supplier account through NEFT/Cheque. No request for other mode of payment will be entertained.

Schedule of Payment :-

- (a) 25 % after end of 1st quarter.
- (b) 25 % after 2nd quarter.
- (c) 25% after 3rd quarter.
- (d) 25 % after 4th Quarter on completion of one year.

11. Miscellaneous

- (a) In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice. HPTU reserves the right to terminate this contract at any point of time with 15days' prior intimation to the contractor.
- (b) The bidders will be bound by the details furnished by the firm to the HPTU, while submitting the tender or at subsequent stage. In case, any of such documents furnished by firm is found to be fictitious at any stage, it would be deemed to be a breach of terms and conditions of contract making the firm liable for rejection of tender and subsequent legal action.
- (c) All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, transportation, etc. will be allowed. All these are to be borne by the bidder only. The firm shall ensure that it will supply genuine products only.
- (d) The bidder should give undertaking that the firm /agency has not been blacklisted by Centre/Departments of H.P. Govt./ PSU/University.
- (e) HPTU shall not be responsible to any cause of accident/casualty happened to the operation staff of the bidder during the execution of the work. All the

mandatory safety standards and protocols have to be maintained by the bidder itself at their own cost.

- (f) No claim on basis of “Force Majeure” be made against HPTU by the bidder during the execution of the contract and thereafter.

BIDDER DETAILS FORM (Technical Bid)

“Comprehensive Annual Maintenance Contract (CAMC) for EPABX telephone communication system make Alcatel Omni PCX e-communication appliance Installed in HP Technical University, Hamirpur (HP) “

Sr. No.	Description	Information
1	Name of bidder	
2	Registered Address and Telephone No. of bidder	
3	Registration certificate details as per existing norms (indicating the legal status/company/partnership firm/ proprietorship etc.	
4	Detail of EMD Deposited	
5	GST No. (Copy to be enclosed)	
6	PAN No. (Copy to be enclosed)	
7	Copy of IT return of the previous year	
8.	Proof of Experience in AMC as also defined in Section-II “ Instructions to Bidders ” point no 15 (d) .	
9.	Black - listing Undertaking	
10.	Undertaking regarding acceptance of tender terms and conditions.	



Himachal Pradesh Technical University

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Annexure -II

Financial Bid

Sr. No.	Description	Unit	Amount
1.	Comprehensive Annual Maintenance Contract (CAMC) for EPABX telephone communication system make Alcatel Omni PCX e-communication appliance for voice and commissioning of caller ID phones having incoming and outgoing memories quipped for 1 PRA, 10 analog Trunks, 10 Digital extensions, 290 Analog Extensions, Integrated Voice mail with all control cards and standard feature, Premium Desk Phones (1 no), Premium desk Phones (without PBT instruments- 4 nos) including remedial maintenance of the equipment and preventive maintenance , routine inspection and general checking of units, repair and free replacement of parts and spare parts , warranty of all hardware and software related to EPABX system, Batteries to be covered under AMC ; for Admin Building, H.P Technical University, Daruhi, Hamirpur .	1 year	

ANNUAL MAINTENANCE CONTRACT

This Maintenance Contract is made at Hamirpur on dated _____ for the period of one year from to _____ between the Purchase Officer, HP Technical University, Hamirpur on behalf of the HP Technical University, Hamirpur 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 party and M/s _____ Vendor Name, acting through owner/ representative Sh _____ only authorized by the company/Firm vide resolution number _____ dated (copy annexed to this maintenance agreement) with its registered office at _____ which expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the second party.

Whereas HP Technical University has the EPABX telephone communication system make Alcatel Omni PCX e-communication appliance shown in this Agreement hereof and is now desirous of availing the Annual Maintenance Contract for its EPABX telephone communication system make Alcatel Omni PCX e-communication appliance installed at HP Technical University, Daruhi, Hamirpur.

And whereas M/s _____ has agreed to perform the said Annual Maintenance services of the EPABX telephone communication system covered by this agreement. Now therefore, it is hereby mutually agreed as follows:

1. SCHEDULES TO THE AGREEMENT:

The following schedules form an integral part of this agreement:

1. However during the currency of the agreement, the department is at liberty to add to or delete from, this schedule any numbers of telecom appliances if so warranted. In case of addition of work, services will be performed; the same will be done on already agreed and settled rates for the main **contract of maintenance**.

2. A log book shall be maintained in which the engineer shall record all the complaints made. They shall attend to all the complaints received immediately as follows:
- (i) Attending to any number of breakdown calls during normal working hours.
 - (ii) Major faults within 72 hours by replacement method, with the available spares, on explicit and clear orders of Purchase Officer.
 - (iii) The replacement of components, assemblies shall be as per manufacturer's instructions and under the orders of Purchase Officer.

- (iv) The firm shall maintain the equipments and shall use genuine/original components for replacement wherever needed. Until and unless written order of the Purchase Officer is conveyed, the original specification/characteristics/features shall not be changed or modified under any circumstances.
- (vi) The firm shall also be responsible for deployment of necessary staff for regular maintenance of all hardware/software. Each equipment has to be inspected/maintained once in **03 months regularly**. A register shall be maintained showing the inspection/maintaining of each equipment and shall be produced to the Purchase Officer for verification, after the job.
- (vii) The schedule of preventive maintenance shall be as follows: - remedial maintenance of the equipment at the users request and preventive maintenance periodically.
- Attend to any number of breakdown calls during normal working hours on all working days. Major breakdown calls within 72 hours.
 - Routine inspection and general checking of units/equipments.
 - includes repair and free replacement of parts, spare parts (electrical/mechanical/electronics)
 - cover the warranty of all the hardware and software related to EPABX system installed at users end.
 - efficient and fault free working of the equipment.
 - UPS and batteries to be covered under AMC.

The AMC is awarded initially for a period of one year and may be further extended up to three years including base year on year-to-year basis in accordance with the requirement of the HPTU with the same terms and conditions and same rates on mutual agreement.

viii) Only genuine original parts of the brand shall be fitted/replaced, if needed, by the firm, with the prior consent of Purchase Officer for verification of the original parts and its price therein. If not satisfied, the purchase Officer shall be free to provide the said part for replacement.

ix) During the time of awarding AMC to the successful bidder, the minor repairs already prevailing in the EPABX system have to be borne by the successful bidder itself. Only in case of major faults and repairs if any, the

bidder shall be liable to charge extra charges for that repairs/faults on manufacturer market cost basis and that too after consent , verification and satisfaction of Purchase Officer. The tenderer is advised in his own interest to visit the site of the work on any of the working days from 10 AM to 5 PM prior to last date of submission of bid and acquaint himself with all local conditions, means of access to the work, nature of work etc. No extra cost shall be payable for non-awareness of site/equipment condition/ extra repairs, nature of job and likewise constraints to the successful bidder.

x) In case of equipment getting damaged due to negligence on part of bidder, the cost of equipment will be recovered from bidders.

3. RATES/ PRICES:-

- (a) The rates should be quoted in Indian Rupees only in words as well as in figures inclusive GST as applicable.
- (b) Rates quoted by the firm should be valid for at least one year. Rates valid for a shorter period shall be rejected as non-responsive.
- (f) No claim for compensation or loss due to fluctuations in prices or any other reasons/ causes will be entertained during the period of contract.
- (g) In case of discrepancy between the amounts in figures and words, the amount in words will only be considered for the purpose.
- (h) Rates should be quoted for free delivery at the HPTU office, and no transportation or other charges shall be payable.
- (i) The rates should be filled in carefully after considering all aspects of works as described in the Chapter “**Terms & Conditions of the Contract**”. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the ground that the tenderer had not understood the work envisaged by this contract for AMC in H.P. Technical University, Hamirpur. Any overwriting should be avoided and in case of a mistake, the mistake should be clearly cut, and the correction should be signed in full by the tenderer or his authorized signatory.
- (j) The tenderer will have to submit an analysis of rates if called upon to do so by the university.

- (k) Purchase Officer, H.P. Technical University, Hamirpur reserves the right to re-tender or modify the terms and conditions of the tender as well as the right to negotiate the rates with the lowest tenderer i.e., L1.

4. PENALTY:-

- (b) It will be the responsibility of the successful bidder to maintain/ repair the units/equipments as soon as the call received from HPTU. If fault/repair is not resolved in stipulated period i.e 72 hours from the call received from HPTU, a penalty of Rs.100/- (Rupees one hundred only) per day shall be recovered from bidder.

5. SETTLEMENT OF DISPUTES

Any matter relating to the selection of vendor for entering “Comprehensive Annual Maintenance Contract (CAMC) for EPABX telephone communication system make Alcatel Omni PCX e-communication appliance Installed in HP Technical University, Hamirpur (HP)” shall be governed by the Laws of Union of India. In any case, if a dispute arises, the decision of Vice Chancellor, HP Technical University, Hamirpur shall be final and binding on both the parties i.e. bidder and HPTU. Any further dispute shall be subject to the exclusive jurisdiction of courts at Hamirpur.

6. EARNEST MONEY: -

The Earnest Money Deposit (EMD) of Rs.10000/- (Rupees ten thousand only), refundable (without interest), should be necessarily accompanied with the Price Bid of the service provider in the form of demand draft/Cheque drawn in favour of the **Finance Officer, HPTU, Hamirpur 177 001 (H.P.)**, failing which the tender shall be rejected summarily. In the event, the successful bidder fails to sign the agreement with HPTU for provision of services as sought in the tender, subsequent to bid being accepted, the EMD is liable to be forfeited. The earnest money is an undertaking by the tenderer that the tenderer will not back out from his offer or modify the terms and conditions thereof in the manner not acceptable to the Purchase Officer, H.P Technical University, Hamirpur. Should the tenderer fail to observe or comply with the said stipulation, the entire amount is liable to be forfeited. The EMD of unsuccessful bidders will be returned within 15 days of opening of tenders without any interest and that of successful bidder will be retained till the deposit of security deposit as per clause 7 below.

7. SECURITY DEPOSIT: -

The successful bidder who is awarded the contract shall be required to deposit a security deposit of **10 % of the** contract amount in the form of demand draft/Bankers Cheque from any scheduled commercial bank drawn or FDR fully pledged in the favour of “**Finance Officer HPTU, Hamirpur-177001 (H.P.)**” within 3 days (Three days) from date of communication of award of

contract of tender. If he declines or fails to remit the amount towards security deposit, the entire amount of earnest money deposit will be forfeited. The security deposit will be forfeited for breach of terms and conditions of agreement or unsatisfactory performance.

8. PAYMENT TERMS: -

Payment shall be released on quarterly basis on submission of invoice by successful bidder on completion of each quarter after deducting penalty, if any. Taxes will be deducted as applicable. Payment will be made direct to the supplier account through NEFT/Cheque. No request for other mode of payment will be entertained.

Schedule of Payment :-

- (a) 25 % after end of 1st quarter.
- (b) 25 % after 2nd quarter.
- (c) 25% after 3rd quarter.
- (d) 25 % after 4th Quarter on completion of one year.

9. RIGHT TO TERMINATE: -

Purchase Officer reserves the right to terminate the Annual Maintenance Contract at any time; after giving due notice of one month without assigning any reason. The Contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of contract that would be paid to them as per the terms and conditions of the contract.

10. THE AGREEMENT:-

1. This document with Schedule 1 hereto signed by both the parties shall constitute the entire agreement binding on both the parties.
2. This agreement has been executed in the English language in two originals and each party has retained one original.

In witness whereof each of the parties hereto has caused this agreement to be executed as on the day, month and the year first above written.

First Party

Second Party

Name:

Designation:

(Rubber Seal)

(In presence of)

Witness - I

Witness - II

Name:

Designation:

(Rubber Seal)

(In presence of)

Witness – I

Witness - II

UNDERTAKING

1. I HAVE GONE THROUGH AND UNDERSTOOD THE TERMS AND CONDITIONS OF THE TENDER DOCUMENTS AND I ACCEPT THE SAME.
2. MY FIRM HAS NOT BEEN BLACKLISTED BY CENTER/STATE GOVT./PSU/UNIVERSITY FOR THIS JOB .

Signature of Tenderer

Note: - The term AMC and CAMC in the tender document stands for one thing and their literal meaning is same **i.e., Comprehensive Annual Maintenance Contract.**