

LIMITED TENDER ENQUIRY UNDER RULE NO.162 OF GFR, 2017

National Mission for Clean Ganga

(Ministry of Jal Shakti)

Department of Water Resources, River Development & Ganga Rejuvenation)

1st Floor, Major Dhyan Chand National Stadium

India Gate, New Delhi-110002

Telephone: +91-11-23072900-01; Fax: +91-11-23049567

Website: www.nmcg.nic.in

RFP for Comprehensive Annual Maintenance Contract for Panasonic Voice Server, EPABX System, Fax Machines, Intercom

Tender No. : Ad-25/1/2020-GA NMCG

Issued on : June 17, 2020

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National Mission for Clean Ganga
(Ministry of Jal Shakti)
(erstwhile M/o Water Resources, River Development & Ganga Rejuvenation)
1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi-110002

Tender No.: Ad-25/1/2020-GA NMCG

Dated: June 17, 2020

I. NOTICE INVITING TENDER (NIT)

National Mission for Clean Ganga is the planning, financing, monitoring and coordinating body for implementation of "Namami Gange Programme". NMCG is mandated to ensure effective abatement of pollution and conservation of the river Ganga by adopting a river basin approach for comprehensive planning and management.

National Mission for Clean Ganga (NMCG) invites sealed Bids under two bid systems i.e., Technical Bid and Financial Bid from reputed and experienced agencies for "**Comprehensive Annual Maintenance Contract for Panasonic Voice Server, EPABX System, Fax Machines, Intercom**" for a period of two years which may be further extended subject to satisfactory performance and mutually agreed terms and conditions.

The interested bidders should submit their bids to Procurement Wing, National Mission for Clean Ganga, 1stFloor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 **on or before July 09, 2020 up-to 11:00 AM.**

Earnest Money Deposit (EMD) equal to Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Draft drawn on any scheduled bank in favor of 'National Mission for Clean Ganga' payable at New Delhi must be accompanied with the Bid application.

NMCG reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

Director General
National Mission for Clean Ganga

II. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and NMCG in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
3. The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the tender document.
4. **Preparation of Bids**
 - 4.1 **Language:** Bids and all accompanying document shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in matters of interpretation.
 - 4.2 **Form of Bid**

The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
 - 4.3 **Currencies of Bid and Payment**

The bidder shall submit his financial bid in Indian Rupees and payment under this contract will be made in Indian Rupees.
5. **Clarifications by Bidders**
 - 5.1 Bidders requiring any clarification on the tender document may contact NMCG in writing by e-mail/ post/ courier within such date as specified in the Schedule of Bidding Process set out in Clause 16.
 - 5.2 All correspondence for clarifications should be submitted as per clause reference in ascending order and as per the format attached at 'Annexure-A' to the following address in writing by email/post/courier:

Procurement Wing,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi-110002
E: Jitender@nmcg.nic.in
 - 5.3 NMCG shall endeavour to respond to the queries raised or clarifications sought by the Bidders. However, NMCG reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring NMCG to respond to any query or to provide any clarification.
 - 5.4 At any time prior to the Bid Due Date, NMCG may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the tender document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the website of NMCG (<https://nmcg.nic.in>) and CPP portal (<https://eprocure.gov.in/cppp/>) and shall be binding on Bidders and shall form part of the tender document.
 - 5.5 Bidders may note that NMCG may not entertain any deviations to the tender document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the

terms and conditions of the tender document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

- 5.6 Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- 5.7 No interpretation, revision, or other communication from NMCG regarding this solicitation is valid unless in writing. NMCG may choose to send to all Bidders whose Proposals are under consideration, in writing or by any standard electronic means such as Mail or by uploading on website(s) of responses, including a description of the enquiry but without identifying its source to all the Bidders.

6. Pre-Proposal Visit at O/o NMCG

- 6.1 Pre-Proposal visit, which would be restricted to one (1) per agency, may also be undertaken by Technical personnel(s) of interested bidders during in specified schedule only after obtaining pre-approval from NMCG. Visitor(s) must carry authorization letter and copy of NMCG's Approval.

7. Format and Signing of Bid

- 7.1 The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.
- 7.2 The Bidders shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions.
- 7.3 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by NMCG, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/singed by the person signing the bid.

8. Earnest Money Deposit (EMD)

- 8.1 The bidder shall deposit Earnest Money Deposit (EMD) for an amount of **Rs.10,000/-** (Rupees Ten Thousand only) in the form of Demand Draft issued by any scheduled bank in favor of 'National Mission for Clean Ganga' payable at New Delhi, along with the submission of the bid. The EMD will remain valid for a period of forty-Eight days beyond the final bid validity period. NMCG shall not be liable for payment of any interest on the EMD. If required by the NMCG, bidders will have to extend validity of their EMD.
- 8.2 Any tender not accompanied by EMD shall be rejected.
- 8.3 Bidder(s) who are registered with NSIC/MSME are exempted from furnishing the EMD. For such case, copy of the valid registration certificate must be enclosed with the bid.
- 8.4 The EMD shall be returned to unsuccessful Bidders after expiry of the final Bid Validity Period and latest on or before the 30th day after award of the contract.
- 8.5 EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity.
- 8.6 EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by NMCG.

9. Submission of Bids

- 9.1 The bidder shall submit their proposal under two bid system i.e. Technical Bid and Financial Bid, complete in all respect, in separate sealed envelopes are to be put into an outer envelope super-scribed "**RFP for Comprehensive Annual Maintenance Contract for Panasonic Voice Server, EPABX System, Fax Machines, Intercom**". The bidder shall submit EMD along with Technical Bid.

The sealed envelope should reach the address **Procurement Wing, National Mission for Clean Ganga, 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 on or before July 09, 2020 up-to 11:00 AM**. The Bids shall not be accepted beyond the stipulated date and time under any circumstances whatsoever.

9.2 Validity of Bid: The bid must remain valid and open for acceptance for a period of **120 days** from the date of opening of Bid.

10. Late and Delayed Bids:

10.1 Bids must be received not later than the date and time stipulated in the tender document. NMCG may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of NMCG and the bidder will be the same.

10.2 Any bid received by NMCG after the deadline for submission of bids, as stipulated above, shall not be considered.

11. Opening and Evaluation of Technical Bid

11.1 Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the appointed place and time.

11.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the tender document, whether these are compliance in all respects. Bids will be evaluated based on the information submitted by bidder. However, NMCG reserves the right to seek clarification/documents from the bidders, if NMCG considers it necessary for proper assessment of the bid.

12. Opening and Evaluation of Financial Bid

12.1 The Financial Bids of the technically qualified bidders i.e. bidders who meet the eligibility criteria set out in the tender document, will be opened in the presence of such bidders' representatives who choose to attend.

12.2 The Bidder who has quoted the lowest price shall be considered by NMCG as rank one Bidder and shall be considered as Preferred Bidder. The other bidders shall be ranked accordingly.

13. Right to accept any Bid and to reject any or all Bids

13.1 NMCG is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate/cancel the tendering process.

13.2 NMCG may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/ local bodies/ municipalities/ PSUs etc.

13.3 NMCG may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

14. Award of Contract

14.1 NMCG will award the contract to the Successful Bidder, whose bid has been found to be lowest quote bid, to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.

14.2 NMCG will communicate the Successful Bidder by email confirmed by letter transmitted by registered/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which NMCG will

pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.

- 14.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by NMCG in this regard.
- 14.4 The Successful Bidder will be required to execute the contract for the services within a period of 10 days from the date of issue of Letter of Award.
- 14.5 However, NMCG reserves the right to reject any or all the offers without assigning any reason whatsoever.

15. Performance Security

- 15.1 The Successful Bidder shall be required to furnish a Performance Security within 7 working days from the date of notification of award for an amount equal to 10% of the contract price in the form of Bank Guarantee from a Scheduled Bank in acceptable form in favor of 'National Mission for Clean Ganga' payable at New Delhi. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly.
- 15.2 Failure of the Successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security (EMD).

16. Schedule of Bidding Process

NMCG would endeavour to adhere to the following schedule:

S. No	Activity Description	Date
1.	Issue of Tender	17.06.2020
2.	Pre-proposal Visit*	Up-till 24.06.2020 till 5:00 PM
3.	Last Date for Submission of Queries	Up-till 27.06.2020 till 5:00 PM
4.	NMCG response to Queries	02.07.2020
5.	Last Date for Submission of Bids	09.07.2020 at 11:00 AM
6.	Date for Opening of Technical Bids	09.07.2020 at 11:30 AM
7.	Date for Opening of Financial Bids	To be notified later

*Only one visit shall be allowed per Agency

III. ELIGIBILITY CRITERIA

- i. The bidder should be Indian company/ partnership firm/ proprietary Firm registered under the respective act of India;
- ii. The bidder shall be service provider with minimum experience of seven (7) years in maintenance/ repair/ system recovery etc. in similar/ Panasonic systems for govt. Ministries or Departments/ Private/ Public Sector. Copy of work order/ completion shall be attached.
- iii. The bidder should have successfully completed at least three (3) contracts of maintenance/ repair/ system recovery etc. in the field of telecommunication instruments for Govt. Ministries or Departments/ Private/ Public Sector during last three years. Copy of work order/ completion certificate shall be attached.
- iv. The average annual turnover of the Bidder during last three Financial years (FY2016-17, F.Y.2017-18 and F.Y.2018-19) should be more than Rs.4,00,000/- (Rupees four lakhs). Copies audited balance sheet and profit & loss account statement/ CA Certificate for the last three financial years should be submitted along with technical bid.
- v. The bidder should be duly registered with relevant tax authorities such as PAN, GST, etc. and documentary for such registration shall be furnished.

Bidders are requested to submit the Documentary proof such as work orders/ completion certificates/ extract of contract should be submitted along with the Technical Bid.

IV. SCOPE OF SERVICES

1. Details of equipment to be covered under AMC detailed out below:

Description of Items	Total Qty.
Panasonic Business Communications Voice Server KX-NS-1000 with equip 150 extn, Digital IP Extn, with complete digital/IP base handset/DF, Voice server/Panasonic keyboard set with complete Accessories (Make Panasonic Voice Server)	01
Fax machine	05
Panasonic Digital phone	126

2. AMC includes Regular Servicing/ Maintenance/ Programming of telephone set/ fax machines/ EPABX System/ intercom as per above details. The work shall include laying of new lines and replacement of Wire cables etc. for intercom.
3. The Annual Maintenance Contract (AMC) shall start from the date on which the charge of the maintenance contract is taken over by the service provider. The contract shall be valid for a period of two years initially which can be extended at mutual consent basis on the same rates and existing terms and conditions.
4. The rate quoted shall remain in force for the full period of contract. No demand for revision of rates on any account whatsoever shall be entertained during the currency of the contract.
5. The AMC shall be Comprehensive. The maintenance contract shall cover replacement of a part or all parts (genuine/branded) by the contractor free of cost, as and when required. This shall include lying of new cable line and replacement of broken cable wires.
6. During the validity of the contract, the company will render preventive maintenance services of the equipment at the frequency of at least once in every month. The equipment will be thoroughly cleaned, tested, repaired and kept in working condition all the time. In case the machine is idle for replacement of the parts, the company will replace the parts in reasonable time which in any case will not be more than 24 hours from the registration of complaint.
7. If system is to be taken to the Service Station/Workshop for repairs etc. with the permission of the National Mission for Clean Ganga, the company will provide standby system. NMCG will not pay any charges for standby system and will not be responsible for any damage occurred in the standby system.
8. The contractor will attend to all the calls from NMCG on all days. The urgent, immediate and unavoidable calls are also to be attended before and after the usual office time and even on holidays. However, the reasonable time would be allowed for the specific jobs on the merits of the jobs. NMCG reserves the rights to decide any job as urgent or unavoidable depending upon the nature and venue of the job. The Service Provider is liable to take the maintenance job in the holidays due to urgency of work/instruction of the In-Charge, Telecom of this Office.
9. All maintenance/repair/programming work has to be attended within 24 hours of the complaint by the NMCG. After that period of time Rs.200/- penalty per day will be charged. Further, in case the service provider fails to attend the complaint, and due to urgency the services of an outside vendor is availed by the NMCG on payment basis, the service provider will be liable to reimburse the amount to NMCG.

Annexure-I

Form of Technical Bid Submission Letter

To
The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: RFP for Comprehensive Annual Maintenance Contract for Panasonic Voice Server, EPABX System, Fax Machines, Intercom

I/ We, the undersigned, offer to provide Annual Maintenance Services for Panasonic Voice Server, EPABX System, Fax Machines, Intercom to National Mission for Clean Ganga. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the RFP, for your evaluation and consideration.
 - (b) We submitted the EMD of Rs. 10,000/- (Rupees Ten Thousand only) in accordance with the RFP Document. The EMD in the form of Demand Draft is enclosed.
- Or
- We are submitting the copy of the registration under NSIC/MSME for claiming exemption on EMD submission.
- (c) I/We have read carefully the terms and conditions of RFP document attached hereto and hereby agree to abide by the said terms and conditions.
 - (d) The bid is unconditional.
 - (e) I/We undertake that documents submitted are genuine/ authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
 - (f) We shall make available to the NMCG any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
 - (g) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between NMCG and us subject to the modifications, as may be mutually agreed to, between NMCG and us.
 - (h) We agree to keep this bid valid for acceptance for a period of 120 days from the date of opening the bid.

We understand that the NMCG is not bound to accept any tender that the NMCG receives.

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Annexure-II

Information on Bidder's Organization

S. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment (Copy of firm registration certificate to be submitted)	
5.	Details PAN registration (enclose copy)	
6.	Details GST registration (enclose copy)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-III

Bidder's Authorization Certificate

To

The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: RFP for Comprehensive Annual Maintenance Contract for Panasonic Voice Server, EPABX System, Fax Machines, Intercom

Dear Sir,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with RFP No.____ dated _____.

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under:

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Verified Signature:

Seal of the Organization:

Date:

Place:

Note: Please attach the board resolution / valid power of attorney in favor of person signing this authorization letter.

Annexure-IV

Performa for Affidavit
(on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s.____ do hereby solemnly affirm that our firm namely, M/s____ has not been blacklisted/debarred by any government organization/PSU/Autonomous body and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of bid.

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure-V

Similar Nature of Work Experience / Contracts

Details of projects successfully completed by the bidder in the last seven years:

S. No.	Description of Project / Scope of the work	Details and number of system handled	Name of the Client	Contract value (INR)	Contract Period	
					From	To
1.						
2.						
3.						
...						

Note:

- Copies of supporting documents such as Work Order/contracts/LoAs/completion certificate to be attached.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-VI

Financial Information of Bidder's Organization

S. No.	Parameters	FY 2016-17	FY2017-18	FY2018-19
1	Annual Turnover generated from Annual Maintenance Service (in Rupees).			
Average Turnover				

Note:

- The above information should be submitted along with certificate from the Chartered Accountant (CA) verifying Bidder's financial information as above.
- Copies of the audited balance sheet and profit and loss account for the above financial years must be attached.

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure-VII

Form of Financial Bid Submission Letter

To
The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: RFP for Comprehensive Annual Maintenance Contract for Panasonic Voice Server, EPABX System, Fax Machines, Intercom

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the tender document, I/ we, the undersigned, offer to provide the Services with regard to annual maintenance contract for the sum of Rs.....(Rupees) excluding of applicable taxes in accordance with the Price quoted as part of Financial Bid attached herewith and made part of this Bid.

I / We undertake that the prices are in conformity with the said Bidding document. The quoted price is inclusive of all cost likely to be incurred for executing this work. The prices are exclusive of applicable taxes i.e. GST as mentioned in the financial bid.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 120 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

Yours faithfully,

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-VIII

Comprehensive Annual Maintenance Contract

S. No.	Description of Items	Total Qty.	Charges for 2 years (INR)
1	Panasonic Business Communications Voice Server KX-NS-1000 with equip 150 extn, Digital IP Extn, with complete digital/IP base handset/DF, Voice server/Panasonic key board set with complete Accessories (Make Panasonic Voice Server)	01	
2	Fax machine	05	
3	Panasonic Digital phone	126	
<i>Applicable Tax</i>			
Total Amount (including taxes)			
(Rupees... ..)			

I/We have read & understood the all terms and conditions of the tender and I/we are quoting our rates after having understood the scope of work.

(Signature of Owner/Authorized Representative)

Name of firm with Seal

Date:

Place:

Annexure- IX

Form of Bank Guarantee for Performance Security

To
National Mission for Clean Ganga
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

WHEREAS _____ [Name and address of the firm] (hereinafter called the "AMC Vendor") has undertaken, in pursuance of Letter of Award/Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that AMC Vendor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give AMC Vendor such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of AMC Vendor up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from AMC Vendor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and AMC Vendor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of AMC Vendor or of the Bank.

"This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove:

- A. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____).
- B. This bank guarantee shall be valid upto _____.
- C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)

Date

DRAFT CONTRACT for Comprehensive Annual Maintenance Contract for Panasonic Voice Server, EPABX System, Fax Machines, Intercom at National Mission for Clean Ganga (NMCG)

between

National Mission for Clean Ganga

And

M/s _____

Dated: _____ 2020

I. CONTRACT

THIS AGREEMENT (hereinafter called the “Contract”) is made on the day of the month of _____, 2020 between

National Mission for Clean Ganga (NMCG), a society registered under the Societies Registration Act 1860, having its office at 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 (hereinafter called “Client” or “NMCG” which expression shall, unless excluded by or repugnant to be context be deemed to include its administrators, successors and assigns) of the one part

And

M/s _____ a company within the meaning of the Companies Act, 2013 and having its Registered Office at _____ (hereinafter call the “AMC Vendor”, which expression shall include its successors and permitted assigns and substitute s) of the Other Part.

WHEREAS the AMC Vendor has agreed to provide, and the Client has agreed to accept from the AMC Vendor, Comprehensive Annual Maintenance Contract for Panasonic Voice Server, EPABX System, Fax Machines, Intercom installed in the office of NMCG on the following terms and conditions:

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The following Appendices:
 - Appendix A: Letter of Award (LoA) issued by NMCG
 - Appendix B: Copy of Financial Bid Letter submitted at the time of Bidding
2. The mutual rights and obligations of NMCG and AMC Vendor shall be as set forth in the Contract, in particular:
 - a) the AMC Vendor shall carry out and complete the Comprehensive Annual Maintenance Contract for Panasonic Voice Server, EPABX System, Fax Machines, Intercom in accordance with the provisions of the Contract; and
 - b) NMCG shall make payments to the AMC Vendor in accordance with the provisions of the Contract.
3. No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

All other terms and conditions of the RFP document, clarifications, corrigendum and addendum if any shall form integral part of this Contract.

For and on behalf of
National Mission for Clean Ganga

For and on behalf of
{Name of the AMC Vendor}

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II. General Terms and Conditions

1. GENERAL PROVISIONS

1.1. **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "AMC Vendor" means the firm/agency that will provide Comprehensive Annual Maintenance Contract for Panasonic Voice Server, EPABX System, Fax Machines, Intercom to NMCG under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.
- (e) "GC" means these General Conditions of Contract.
- (f) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (g) "Government" means the Government of India.
- (h) "Party" means the "NMCG" or the "AMC Vendor", as the case may be, and "Parties" means both of them.
- (i) "Services" means the work to be performed by AMC Vendor pursuant to this Contract, as described in Appendix A hereto.
- (j) "In writing" means communicated in written form with proof of receipt.

1.2. Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India, for time being in force as amended from time to time.

1.3. Subletting:

The AMC Vendor shall not subcontract or permit anyone other than the personnel engaged by them to perform any of the work, services or other performance required to be performed by the AMC Vendor under this Contract without the prior written permission of the Client.

1.4. Notices:

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post/e-mail to such Party at the address specified in the SC.

1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

2. Contract Period

2.1 The contract shall remain valid for a period of two years i.e., from __ 2020 to __ 2022 subject to satisfactory performance services at all times and may be extended for another one-year period as may be mutually agreed depending on satisfactory performance of the services by

AMC Vendor. Any of the Parties may terminate this agreement by giving 2 (two) months advance notice in writing served on the other Party. The RFP Document dated 17 June, 2020 shall be treated as part and parcel of this Agreement.

- 2.2 Upon termination or after expiration of this Agreement, each party shall forthwith return to the other all papers, material and other properties of the other held by each for the purposes of execution of this Agreement. In addition, each party will assist the other party, in the orderly termination of this agreement on the transfer of all aspects hereof tangible and intangible, as may be necessary for the orderly, non-disrupted continuation of business of each party.
- 2.3 Individual items of the equipment, and repair and maintenance service charges for such of the equipment, may be added to or withdrawn from the asset data given in Scope of Work of this Agreement by mutual written consent of both parties; provided always that such consent is not unreasonably withheld.

3. Scope of Work

- a) Details of equipment to be covered under AMC detailed out below:

Description of Items	Total Qty.
Panasonic Business Communications Voice Server KX-NS-1000 with equip 150 extn, Digital IP Extn, with complete digital/IP base handset/DF, Voice server/Panasonic keyboard set with complete Accessories (Make Panasonic Voice Server)	01
Fax machine	05
Panasonic Digital phone	126

- b) AMC includes Regular Servicing/ Maintenance/ Programming of telephone set/ fax machines/ EPABX System/ intercom as per above details. The work shall include laying of new lines and replacement of Wire cables etc. for intercom.
- c) The Annual Maintenance Contract (AMC) shall start from the date on which the charge of the maintenance contract is taken over by the service provider. The contract shall be valid for a period of two years initially which can be extended at mutual consent basis on the same rates and existing terms and conditions.
- d) The rate quoted shall remain in force for the full period of contract. No demand for revision of rates on any account whatsoever shall be entertained during the currency of the contract.
- e) The AMC shall be Comprehensive. The maintenance contract shall cover replacement of a part or all parts (genuine/branded) by the contractor free of cost, as and when required. This shall include lying of new cable line and replacement of broken cable wires.
- f) During the validity of the contract, the company will render preventive maintenance services of the equipment at the frequency of at least once in every month. The equipment will be thoroughly cleaned, tested, repaired and kept in working condition all the time. In case the machine is idle for replacement of the parts, the company will replace the parts in reasonable time which in any case will not be more than 24 hours from the registration of complaint.
- g) If system is to be taken to the Service Station/Workshop for repairs etc. with the permission of the National Mission for Clean Ganga, the company will provide standby system. NMCG will not pay any charges for standby system and will not be responsible for any damage occurred in the standby system.

- h) The contractor will attend to all the calls from NMCG on all days. The urgent, immediate and unavoidable calls are also to be attended before and after the usual office time and even on holidays. However, the reasonable time would be allowed for the specific jobs on the merits of the jobs. NMCG reserves the rights to decide any job as urgent or unavoidable depending upon the nature and venue of the job. The Service Provider is liable to take the maintenance job in the holidays due to urgency of work/instruction of the In-Charge, Telecom of this Office.

4. Contract Value

- 4.1 The total value of providing Comprehensive Annual Maintenance Contract for Panasonic Voice Server, EPABX System, Fax Machines, Intercom for two years is as per Financial Bid submitted by the AMC Vendor and is Rs. _____ (Rupees _____ only) ("Contract Price").

5. Payment Terms

Payment of AMC will be made quarterly in arrears after receipt and verification of bills within fifteen (15) days. Payment will be made only after certification for the satisfactory work done by the service provider. Necessary deductions on account of income tax and other deductions as per the provisions of the Contract and as required under the law shall be applicable. Documents such as log-book for services rendered, calls attended, other services performed during the quarter shall be submitted along with bills.

6. AMC Vendor's Obligations

- 6.1. The AMC Vendor is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 6.2. The AMC Vendor will be responsible for arranging and procuring all relevant permissions/road permits etc for transportation of the equipment to the location where services are to be rendered.
- 6.3. The AMC Vendor is obliged to work closely with the Client's staff and abide by directives issued by the Client.
- 6.4. The AMC Vendor will abide by the job safety measures prevalent in India and will free the Client from all demands or responsibilities arising from accidents or loss of life. The Vendor will pay all indemnities arising from such incidents and will not hold the Client responsible or obliged.
- 6.5. The AMC Vendor will treat all confidential all data and information about the Client, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Client.
- 6.6. If the AMC Vendor fails to provide maintenance services as agreed during the currency of Contract, the Client will serve minimum one month's written termination notice to the AMC Vendor specifying any such failure. The Client shall retain the right to recover from the AMC Vendor the damages suffered due to the negligence of the Vendor or its personnel.

7. NMCG's Rights

- (a) NMCG reserves the right to make changes within the Scope of the Contract at any point of time.
- (b) NMCG reserves the right to place work order(s) during any period up to 18 months from the effective date of contract taking into account the same unit price for individual items as mentioned in the Financial Bid. The right of refusal of not getting the work done lies with NMCG.
- (c) If NMCG does not procure any subject matter of procurement specified in the tender document/ Contract due to change in circumstances, AMC Vendor shall not be entitled for any claim or compensation.
- (d) Since the Contract is for Rate Contract for various items, thus orders for items as per required quantities may be placed on the rates and conditions given in the Contract which will be valid for 18 months from the effective date of Contract.
- (e) As per the requirements, from time to time, NMCG shall issue a work order to AMC Vendor for supply of various items in one or more categories. However, the Rate Contract does not guarantee AMC Vendor to receive any minimum/ committed number of work order(s) from NMCG.
- (f) The work order shall specify the quantity of various items to be supplied along with delivery schedule.
- (g) The Contract for the Supply (RC) can be repudiated at any time by NMCG, if the supplies are not made to his satisfaction after giving an opportunity to AMC Vendor of being heard and recording the reasons for repudiation.
- (h) Before accepting the supply of Goods, the Goods will be inspected by NMCG. AMC Vendor has to ensure that the Goods supplied are in conformity with the specifications specified in the contract and the same can be checked during period of the Contract at the cost of AMC Vendor.

8. Imposition of Penalty

All maintenance/repair/programming work has to be attended within 24 hours of the complaint by the NMCG. After that period of time Rs.200/- penalty per day will be charged. Further, in case the service provider fails to attend the complaint, and due to urgency the services of an outside vendor is availed by the NMCG on payment basis, the service provider will be liable to reimburse the amount to NMCG.

9. Security

The AMC Vendor agrees that the AMC Vendor and its personnel will at all times comply with all security regulations in effect from time to time at the Client's premises and externally for materials belonging to the Client.

10. Confidentiality

The AMC Vendor acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data whose disclosure to or use by third parties will be damaging or cause loss to the Client. The AMC Vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of the obligations under this Agreement, to release it only to employees requiring such information and not to release or disclose it to any other person. The AMC Vendor agrees to

take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this Agreement is fully satisfied.

11. Warranty

The AMC Vendor represents and warrants that the repair and maintenance service / products hereby sold do not violate or infringe upon any patent, copy right, trade secret or other property right of any other person or other entity.

12. Performance Security

AMC Vendor has furnished Performance Bank Guarantee No. _____ dated _____ amounting to Rs. _____/- (which is 10% of the total estimated value of the contract) and valid for a period of sixty (60) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Bank Guarantee shall also be extended by AMC Vendor accordingly.

13. Applicable Taxes & Duties for rendering services under the assignment

- a. The AMC Vendor will be entirely responsible for applicable GST, any other charges/ License fees etc. in connection with delivery of products and services at site including incidental services and commissioning.
- b. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the Contract Price.
- c. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Client shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Client as per the laws and regulation in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this Contract.

14. Assignment or Transfer of Obligation:

This Contract shall inure to the benefit of each of the parties and their respective successors and neither party shall otherwise assign the benefit or burden of this Contract to any others, without the previous written consent of the other party.

15. Force Majeure

- (a) Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- (b) If a Force Majeure arises, AMC Vendor shall promptly notify NMCG in writing of such condition and the cause thereof. Unless otherwise directed by NMCG, AMC Vendor shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the

Force Majeure event. AMC Vendor shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

16. Termination

- (a) **Termination on expiry of the Contract:** The Contract shall be deemed to have been automatically terminated on the expiry of the Contract period unless NMCG has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- (b) **Termination on account of Force Majeure:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in this contract.
- (c) **Termination on account of Insolvency:** In the event AMC Vendor at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then NMCG shall, by a notice in writing have the right to terminate the Contract and all AMC Vendor's rights and privileges hereunder, shall stand terminated forthwith.
- (d) **Termination for Default:** NMCG may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least thirty (30) days sent to AMC Vendor, terminate the Contract in whole or in part:
 - (i) If AMC Vendor fails to deliver any or all quantities of the Goods within the time period specified in the Contract or any extension thereof granted by NMCG; or
 - (ii) If AMC Vendor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - (iii) If AMC Vendor, in the judgement of NMCG, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract; or
 - (iv) If AMC Vendor commits breach of any condition of the contract.
- (e) **Termination for Delay:** AMC Vendor shall be required to render their AMC Service as per defined schedule in the work-order. If AMC Vendor fails to do so within 20 days, the Contract may be terminated by NMCG by giving thirty (30) days written notice unless NMCG has extended the period with levy of Liquidated Damages.
- (f) **Termination for Convenience:** NMCG, by a written notice of at least thirty (30) days sent to AMC Vendor may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for NMCG's convenience, the extent to which performance of AMC Vendor under the Contract is terminated and the date upon which such termination becomes effective.

17. Indemnity

AMC Vendor shall indemnify, protect and save NMCG/NMCG against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Goods as well as Services supplied/ rendered by him.

NMCG reserves the right to recover the cost towards any damage/loss caused due to the negligence on the part of AMC Vendor engaged.

18. Settlement of Disputes

- 18.1. **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot

be amicably settled within 60 days following the response of that party, Arbitration clause mentioned hereunder shall become applicable.

- 18.2. **Arbitration:** In the case of dispute arising upon or in relation to or about the contract between NMCG and AMC Vendor, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by NMCG and AMC Vendor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 18.3. Arbitration proceedings shall be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 18.4. The decision of a majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the NMCG and AMC Vendor. However, the expenses incurred by each party about the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award. Details of addresses of both the parties for Notices are as under:

Client:

Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi -110002

AMC Vendor:

19. Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be New Delhi only.

III. SPECIAL CONDITIONS OF CONTRACT

SCC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.4	<p>Addresses: NMCG: National Mission for Clean Ganga (Ministry of Water Resources, River Development & Ganga Rejuvenation), 1st Floor, Major Dhyan Chand National Stadium, Near India Gate, New Delhi -110002 Tel: +91-11-23072900/901; Fax: +91-11-23049567</p> <p>AMC Vendor: (Contact Persons name and contact details) </p>
2.	2	Effective date of contract.....
3.	3	The Contract Price is Rs. _____ (Rupees.....) exclusive of all applicable taxes and duties.
4.	9 (j)	<p>Account Details of AMC Vendor: Name and Address of the Beneficiary: Bank: Branch: Address of the Bank: Account Number: Account Type: RTGS/NEFT/IFSC CODE: MICR NO:</p>