

BID FOR

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
DIGITAL EPABX SYSTEM OF 650+ Lines**

NATIONAL INSTITUTE OF BANK MANAGEMENT

Nibm Post Office, Kondhwe Khurd, Pune 411 048

Telephone : 0091-20-26716000 (EPABX)

Fax No. : 0091-20-26834478

E-mail : nibmweb@nibmindia.org

Website : www.nibmindia.org

BID DOCUMENT : TWO BID SYSTEM

1. Bid Inviting Officer/Authority Designation and Address	The Director, NIBM NIBM Post Office, Kondhwe Khurd Pune 411 048 Tel. : 0091-20-2671600
2. a) Name of the work b) Place of Execution	a. Supply, Installation, Testing and Commissioning of Digital EPABX System of 650+ Lines b. NIBM Post Office, Kondhwe Khurd, Pune 411 048
3. a) Bid Documents obtainable from	a) www.nibmindia.org
4. Earnest Money Deposit	EMD of Rs. 10,000/- drawn in favor of NIBM Payable at Pune. Date Bank : RTG /NEFT details Amount in words
5. Last Date, Time and Place for submission of Bid	Date CAO/ / ESO / Purchase Section NIBM Post Office, Kondhwe Khurd Pune 411 048
6. Place, Date and Time of bid opening	Date CAO/ / ESO / Purchase Section NIBM Post Office, Kondhwe Khurd Pune 411 048
7. Other important criteria prescribed by the bid Inviting Authority	Subject to Terms & Conditions of Bid.
8. (a) Technical BID <ul style="list-style-type: none"> ➤ Company profile ➤ Eligibility Condition Compliance ➤ Technical Specification ➤ Technical Bid ➤ EMD ➤ Compliance to Terms and Conditions of contract ➤ Requirement of infrastructure at site for setting up of exchange. (b) Financial Bid	

Note : Bidder may visit NIBM Office premises for better understanding of infrastructure before submitting the bid.

Signature / Seal
Name / Designation
Company Address

COMPANY PROFILE

1. Name of the Organization	
2. Nature of the Organization (Govt. / Public/ Private / Partnership / Proprietorship)	
3. (a) Address of the Registered Office of the firm with Phone Number, Mobile No., Fax and E-mail (b) GST Reg. No. (c) Registration No. (Copy of Registration Certificate to be provided)	
4. Location of the factory / office with address	
5. Maintenance and service centre facilities in Pune and other areas and total number of Service Engineers available:	
6. Is your Company an original manufacturer of the equipments and related items? (Documentary evidence to be provided)	
7. What are your conditions for up-gradation of equipment's system after the warranty period?	
8. Mean down time In case of breakdown of the equipment	
9 Audited Financial Statement for last Financial Year. (2017– 2018) with Documentary Proof	
10. Minimum time required for Execution of the Purchase Order.	
11. Names of three firms preferably Government Agencies/ Autonomous body/ PSU where similar machines have been supplied (preceding Three years). The Copy of Work Order / copy of completion Certificate (Documentary evidence to be provided)	

Signature / Seal

Name / Designation

Company Address

(Authorised signatory only)

TECHNICAL SPECIFICATIONS

Sr. No.	Item Description	Quantity Required
1.	<p>Hardware</p> <p>NEC / KAREL / CISCO / MATRIX / ALKATEL (Brochure shall be attached)</p> <ul style="list-style-type: none"> ▪ Exchange - Digital ISDN Key Telephone System equipped with ✓ 650 Extensions, 25 P & T lines with 2 PRI DECT IP, ISDN Digital EPABX System Expandable up to 1000 lines. ✓ 24 IP Digital Extensions ✓ Conference Call Facility ✓ Call Forwarding ✓ Voice Mail Facility ✓ Caller ID ✓ Auto Call back ✓ Call Transfer ✓ Call hold ✓ Tone Dialing ✓ Massage on incoming calls ▪ MDF - 700 pairs (Extension) ▪ MDF -25 pairs (P & T Lines) ▪ Operator Console - with DSS CONSOL for 60 Keys ▪ UPS – as per equipment requirement with 3 Hrs. back-up, Exide / ▪ Luminas make Installation , Testing and Commissioning ▪ Software's- Conference Call, Call back, Call Forwards, Voice Mail, Call Transfer, Call Forward Conditional including hopping, Call Pick Up group & Individual. ▪ Site requirement: Required infrastructure at site for setting up of exchange (Please specify in Technical Bid) 	One Unit with required software and other accessories
2.	<p>Per Unit cost of Basic table telephone instrument with Caller ID facility and Speaker Phone Total telephone Set requirement (1) IP Phone (2) Beetle Model No 71</p> <p>Separate quotes for both brands has to be mentioned with brochure.</p>	Each
3.	<p>3.1 Comprehensive AMC (For 1year during warranty) Covering of existing Cabling upto Exchange room</p> <p>3.2 Comprehensive AMC (For 1 year Post warranty) EPBAX /Console / Telephone Instruments/Cabling</p> <p>3.3 Comprehensive AMC (For 3 years Post Warranty) EPBAX / Console / Telephone Instruments/Cabling</p>	<p>1 yr.</p> <p>1 yr</p> <p>3 Yrs.</p>

- Bids of firm quoting for Brands other than those specified above will not be considered and will be summarily rejected.
- Any Component not specified above but required for successful installation is deemed to be included.
- NIBM reserves right to award contract separately to successful bidder on item no 1, 2 & 3

Signature / Seal
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Company Address
(Authorised signatory only)

STATEMENT OF COMPLIANCE OF ELIGIBILITY CONDITION

Sr. No.	Items	Compliance – YES / NO
1.	Fulfill Basic Technical Specifications of the equipment (Annexure- B)	
2.	Average minimum Turnover – 2 crores in the last 3 financial years (IT Services and/or in Supply of electronic office Equipment's). (Enclosed documentary evidence for same)	
3.	Checked site conditions for infrastructure requirement including existing cabling.	
4.	Quoted for comprehensive AMC for cabling for first year during warranty (EPBAX system and instruments under warranty of 1 year)	
5.	Quoted for comprehensive AMC after 1 year warranty for covering Cabling , EPBAX System , Telephone Instruments	
6.	Minimum Experience – Should have been working in the IT Services and/or in Supply of electronic office Equipments assignments for a minimum Last 06 Financial years. (Enclosed documentary evidence for same)	
7.	EMD of Rs. 10,000/- drawn in favor of NIBM Payable at Pune Date Bank : RTG /NEFT DETAILS Amount in words	
8.	The Bidder should have a record of at least 5 Nos of work award of similar capacity installation in Maharashtra and completion against said awards at reputed institutions / organizations with appropriate service back-up in Pune for all types of related works. Proof to be enclosed. (Purchase copy)	
9.	Income Tax PAN (Copy of IT - PAN Certificate)	
10.	Service Tax Registration No (Proof of document)	
11.	GST Registration (Proof of GST Registration Certificate)	
12	Acceptance of Terms and Conditions	

Scrutiny of Bids will be in three stages as under:

(a) Eligibility Criteria:

NIBM will first scrutinize the eligibility of the bidders as per “qualification criteria” of the RFP based on the documents submitted. The offers of bidders who fulfill the above eligibility criteria will be taken up for further scrutiny, i.e. technical evaluation. The decision of NIBM in this regard shall be final and no further correspondence in this regard will be entertained.

A committee will evaluate proposals against the mandatory criteria as detailed herein. Proposals meeting all the mandatory criteria will then be assessed and scored against the evaluation criteria. Subject to the result of technical evaluation being satisfactory, it is the intent of NIBM to call for a discussion to showcase the bidder capability to implement the solution. This includes review of organization history, organization competency to execute similar projects, etc. The Bidder may be requested to give a demonstration of the similar projects executed.

(b) Technical Evaluation:

NIBM will scrutinize the offers and will determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per Annexure- F. The technical evaluation will be done on the basis of the information provided in the “Bidder’s Information” format along with supporting documents. The bidder will have to give presentation tentatively on 1 Week of Jan 2019, on the following points as a part of the technical evaluation:-

- i. Solution offered and Details of the Technical specifications
- ii. A template of NIBM index page and PGDM main page (vendor may use pictures from the current website or few relevant dummy pictures).
- iii. Implementation Methodology
- iv. Implementation Period
- v. Deliverables
- vi. Project plan
- vii. Demonstration of any of the similar project carried out in the past.

Technical evaluation will be done on the following aspects:

- i. Scrutiny/Verification of relevant Documents : 30 Marks
- ii. Presentation by the bidder covering the above-mentioned points: 70 Marks

The commercial bid of the technically short-listed bidders will be opened and the bidders will be ranked as L1, L2, L3, etc. on the basis of their prices offered (final offered price will be calculated on the basis of the instructions contained in this document in this regard).

There would be a weight-age of 70% to the Technical score and 30% for the Commercial price. The maximum marks (Total score) for Technical and Commercial proposals would be 100. It would be normalized as under for each bidder:-

$$\text{Total Score} = 0.7 \times T(s) + 0.3 \times F(s)$$

Where;

$$F(s) = (LP / BP) \times 100$$

where:

- T(s) stands for technical score out of 100 for the bidder.
- F(s) stands for percentage of a bidder's commercial price compared to the lowest quoted price among the bidders whose commercial bids are opened.
- BP stands for Bidder's price.
- LP stands for lowest price among all the bidders.

The proposals will be ranked in terms of Total Scores arrived at as above. The proposal with the highest Total Score will be considered first for award of contract and will be invited for price and contract negotiation.

The bidders who qualify in technical evaluation will only be short listed for commercial evaluation. The decision of NIBM in this regard will be final.

(c) Commercial Evaluation:

NIBM will open and scrutinize the commercial offers of the technically qualified bidders only. The Commercial bids will have to be submitted in the format as per **Annexure-F**. Commercial bids should not have any alteration or overwriting. NIBM may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder. The calculation arrived by NIBM will be final and will be binding on the bidders. If any cost item in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero cost item and the same is offered to the NIBM free of any charge.

Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, NIBM may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. E-mail would be considered as an accepted mode of communication.

No Commitment to Accept Lowest or Any Tender

NIBM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received, or incomplete offers, without assigning any reason whatsoever. NIBM reserves the right to make any changes in the terms and conditions of purchase. NIBM will not be obliged to meet and have discussions with any bidder, and or to listen to any representations. NIBM reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NIBM in this regard is final and no further correspondence in this regard will be entertained.

Signature/Seal
Name/Designation
Company Address
(Authorised signatory only.)

TECHNICAL BID

Sr. No.	Item Description	Quantity Required
1.	<p>Hardware</p> <p>NEC / KAREL / CISCO / MATRIX / ALKATEL (Brochure shall be attached)</p> <ul style="list-style-type: none"> ▪ Exchange - Digital ISDN Key Telephone System equipped with ✓ 650 Extensions, 25 P & T lines with 2 PRI DECT IP, ISDN Digital EPABX System, expandable up to 1000 lines ✓ 24 IP Digital Extensions ✓ Conference Call Facility ✓ Call Forwarding ✓ Voice Mail Facility ✓ Caller ID ✓ Auto Call back ✓ Call Transfer ✓ Call hold ✓ Tone Dialing ✓ Message on incoming calls ▪ MDF - 700 pairs (Extension) ▪ MDF –25 pairs (P & T Lines) ▪ Operator Console - with DSS CONSOL for 60 Keys / one HP branded 15 PC based operates console ▪ UPS –(Back up of 3 Hrs.),p, Exide / Luminas make Installation , Testing and Commissioning ▪ Software's- Conference Call, Call back, Call Forwards, Voice Mail, Call Transfer, Call Forward Conditional including hopping, Call Pick Up group & Individual. ▪ Site requirement: Required infrastructure at site for setting up of exchange (Please specify in Technical Bid) 	<p>One Unit with required software and other accessories</p> <p>Complete System</p>
2.	<p>Per Unit cost of Basic table telephone instrument with Caller ID facility and Speaker Phone Total telephone Set requirement (1) Item Code : SX (2) Beetle Model No 71</p> <p>Separate quotes for both brands has to be mentioned with brochure.</p>	Each
3	<p>3.1 Comprehensive AMC (For 1 year during warranty) Covering of existing Cabling</p> <p>3.2 Comprehensive AMC (For 1 year Post warranty) EPBAX / Console / Telephone Instruments/Cabling</p> <p>3.3 Comprehensive AMC (For 3 years Post Warranty) EPBAX / Console / Telephone Instruments/Cabling</p>	<p>1 yr.</p> <p>1 yr</p> <p>3 Yrs.</p>

- Bids of firm quoting for Brands other than those specified above will not be considered and will be summarily rejected.
- Any Component not specified above but required for successful installation is deemed to be included.
- NIBM reserves right to award contract separately to successful bidder on item no 1, 2 & 3

FINANCIAL BID

Sr. No.	Item Description	Qty.	Unit Cost (Rs.)	All Taxes & Duties	Total Cost (Rs.)
1.	Hardware (With one year warranty) ❖ NEC / KAREL / CISCO / MATRIX / ALKATEL. <ul style="list-style-type: none"> ▪ Exchange - Digital ISDN Key Telephone System equipped with ▪ 650 expandable to 25 P &T with provision of 24 Digital IP ready system video conferencing 2 PRI Line, expandable up to 1000 lines. ▪ 650 Ext – expandable up to 1000 extensions ▪ Conference Call Facility ▪ Call Forwarding ▪ Voice Mail Facility ▪ Caller ID ▪ Auto Call back ▪ Call Transfer ▪ Call hold ▪ Tone Dialing ▪ Message on incoming calls ▪ MDF - 700 pairs (Extension) ▪ MDF – 25 pairs (P &T Lines) ▪ Operator Console - with DSS CONSOL for 60 Keys one HP branded 15 PC ▪ UPS –(Back of 3 hrs.) , Exide / Luminas / appropriate capacity ore reputed brand ▪ Installation , Testing and Commissioning ▪ Software's- conference Call, Call back, Call Forwards, Voice Mail, Call Transfer, Call Forward Conditional including hopping, Call Pick Up group & individual ▪ Site requirement: Required infrastructure at site for setting up of exchange 				
2.	Per Unit cost of Basic table telephone instrument with Caller ID facility and Speaker Phone Total telephone Set requirement (1) Item Code : SX (2) Beetle Model No 71				
3	3.1 Comprehensive AMC (For 1 year during warranty) Covering of existing Cabling 3.2 Comprehensive AMC (For 1 year Post warranty) EPBAX /Console / Telephon Instruments/Cabling 3.3 Comprehensive AMC (For 3 years Post warranty) EPBAX / Console / Telephone Instruments/Cabling	1 yr. 1 yr 3 Yrs.			

- Comprehensive AMC shall cover : Change & maintenances of spare parts of EPABX, CONSOL / Cable / Telephone Instrument. – Bider may visit NIBM Office Premises before quoting
- In case of taxes and duties applicable for different items are differernt please indicate the same accordingly.
- NIBM reserves right to award contract separately to successful bidder on item no. 1,2 & 3
- Any Component not specified above but required for successful installation is deemed to be included in quoted price for the system

Signature / Seal

Name / Designation

Company Address

(Authorised signatory only)

TERMS AND CONDITIONS OF CONTRACT

Supply, Installation, Testing & Commissioning of 650 line Digital EPABX System

1. DUE DATE AND TIME

Sealed Bid under **TWO BID System**, are invited by the Director NIBM from the reputed manufacturing concerns or Original Equipment Manufacturer their Agents/Authorized dealers & suppliers for **Supply Installation , Testing & Commissioning of a 650+ Line DIGITAL EPABX SYSTEM** of the specified Brands only and meeting the basic Technical Specifications as stipulated in

“Annexure – B”. The duly filled in bid forms containing the Technical Bid and financial Bid should reach to the Director NIBM, on or before **14:00 Hrs.** on **-26/12/18** . Bids received after Last date and time will be summarily rejected.

2. BID SUBMISSION:

Each bid should be submitted in two parts, viz

- Technical
- Financial

The technical and financial proposal must be submitted in two separate sealed envelopes indicating clearly on envelopes as “TECHNICAL BID” and “FINANCIAL BID”, followed by the nomenclature of the assignment, **“Bid for Supply, Installation, Testing and Commissioning of 650 Line Digital EPABX System”**.

Financial bid to include a warning “DO NOT OPEN WITH THE TECHNICAL BID.” The envelopes containing the Technical and Financial Bid shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address. Sealed bid containing both Technical & Commercial Bids should be addressed and sent to the Director, NIBM, NIBM Post Office, Kondhwe Khurd, Pune 411 048, by **Registered Post/Speed Post , as to reach in by or before 14:00 Hrs.26/12/18**. Bids received without seal will not be considered.

3. SUPERSCRPTION

The Technical Bid duly filled in and signed must be put in sealed cover superscribed as **“Technical Bid”** along with the **Earnest Money Deposit of Rs.10,000/-** Drawn in favor of NIBM, Payable at Pune.

The Commercial Bid must be duly filled with signature of authorized signatories and must be put in a sealed cover separately, superscribed as **“Financial Bid”**.

4. EARNEST MONEY DEPOSIT

Technical Bids furnished without EMD money will be rejected. EMD of the unsuccessful bidders will be returned within two weeks after the selection of the successful bidder and award of contract. The **EARNEST MONEY DEPOSIT** amount held by the NIBM, till it is returned to the bidders, would not earn any interest thereon. EMD of the awarded bidder will be returned only after the successful completion of the installation, Testing & commissioning of equipment at site and certification by the NIBM.

5. SCOPE OF WORK

Supply, installation, testing and commissioning of EPABX system at NIBM Campus, which includes centralized Network Management system along with operator console, MDF boxes, cables etc.

The bidder shall also provide comprehensive **training** on various operation and maintenance aspects of EPABX system to NIBM representatives/operators/ staffs .The training shall be conducted for 2 days at site i.e. in NIBM campus.

The bidders must fulfill the eligibility conditions and also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid. The NIBM will consider the Financial Bid of the bidder who are eligible and qualify in the Technical Bid. Financial Bid of bidder who fails to qualify in the Technical Bid will not be considered.

Signature / Seal

Name / Designation

Company Address

(Authorised signatory only)

6. DESCRIPTION CRITERIA FOR SUBMISSION OF BID:

1. The Bidder should be able to supply equipment meeting the desired Technical Specifications of the equipment to be supplied
2. The Bidder should submit the **latest Income Tax and Commercial Tax Clearance** Certificates>Returns.
3. The Bidder should be able to furnish EMD for Rs. 10,000/- drawn in Favor of NIBM payable at Pune 411 048
4. The Bidder should be able to furnish documents in support of Income Tax, PAN, Service Tax Registration, GST Registration and company registration certificate.
5. Bidder should be willing to accept all the Terms and Conditions.
6. Quote shall be mentioned separately in each section for EPBAX and for Basic Table Telephone instruments.
7. NIBM reserves right to award contract separately to successful bidder on item no 1, 2, 3, and 4. mentioned in Technical specification

Eligibility criteria for submission of bid:

- a) The Bidder should have a record of at least 5 Nos of work award of similar capacity installed in Maharashtra state and completion against said awards at reputed institutions / organizations with appropriate service back-up in Pune for all types of related works.
- b) The Bidder should have at least three years' experience and focus on related business, as on date 26/12/18 and a minimum average annual turnover Rs. 2 crores in the last three financial years. (Proof of Last three yrs. Balansheet may be submitted)
- c) Minimum Experience – Should have been working in the IT Services and/or in Supply of electronic office office Equipment's assignments for a minimum 3 years.

Evaluation as per the method of Least Cost Selection for EPBAX /Comprehensive AMC and Instruments

- The bidders will be technically shortlisted based on the Fulfillment of Technical Specification and Eligibility criteria.
- The financial proposals of only technically shortlisted bidders will be opened and will be ranked in terms of their total evaluated cost.

The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3, etc. The least cost proposal (L-1) will be considered for award of contract. Evaluations will be based on documentary evidence submitted by the agency and presentation if any before Selection Committee with respect to evaluation / selection criteria.

7. DETAILS TO BE FURNISHED AND MODE OF PRESENTATION

The Bid should contain particulars like name and addresses of the Bidder, The rate exclusive of excise duty, custom duty, clearing and forwarding charges, surcharge, GST, freight, insurance for delivery, delivering up to the point, of the equipment and such other levies that may be applicable.

- a. The rates should be valid for **One Hundred and Twenty Days (120 days)** from the date of the opening of the bid for acceptance.
- b. The rate should be quoted for each item with specification and model, if applicable, and should be indicated clearly both in words and figures. Any scoring or overwriting should be attested by the Bidder with full signature. The rate quoted should be firm and should not be subject to any variation clauses.
- c. The NIBM shall not pay any increase in duties, taxes and surcharges on account of any revision by the Government at the time of supply and installation.
- d. Supply of the equipment and other accessories shall be as per the agreed specifications and according to the delivery and installation schedule.

Signature / Seal

Name / Designation

Company Address

8. OPENING OF BIDS

Bids received up to **14:00 Hrs.** On **-26/12/18** will be opened by an authorized Procurement Committee (**Date of opening will be informed on mail**). in the presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders will be allowed to attend the proceedings on after production of the letter of authority from the original Bidder.

9. EARNEST MONEY DEPOSIT

- a. In case of successful Bidder, The Earnest Money Deposit will be returned only after successful completion of the supply of installation, testing and commissioning of equipment at site and certification by the user.
- b. If the Bidder fails to act according to the bid or backs out when his bid is accepted, his EMD will be forfeited by the NIBM.

10. SUPPLY AND INSTALLATION OF EQUIPMENTS

- a. The supply and installation of equipment's and other accessories should be made strictly in accordance with the specifications given in the Technical and Commercial Bid. The supply and installation should be as per the delivery schedule to be sent by the NIBM along with the placement of order. The equipment hardware should be installed in the premises of the NIBM at the cost and risk of the Bidder.
- b. The material or goods are to be guaranteed for a period of at least one-year after installation and commissioning against manufacturing defect covering spare parts and bad workmanship. The warranty period specified, will commence from the date of handing over the equipment after running and carrying out successfully the tests prescribed by the NIBM to its satisfaction.
- c. Documents such as Testing certificates, operation manuals, user manuals and circuit diagrams and other relevant materials shall be provided by the Bidder along with equipment, free of cost. Warranty and software's given by OEM shall be passed by supplier to NIBM.
- d. If the supply, installation , Testing & commissioning of the systems are not effected before the specified period as indicated in the purchase order, the NIBM shall have the authority to cancel the order and/or to take any such action which it may deem fit in the circumstances.
- e. If any manufacturing or other technical defects are found within warranty period from the date of installation, commissioning and handing over the system to the NIBM authorities, the same will have to be rectified or replaced free of cost by the supplier.
- f. During the warranty period, if due to manufacturing and other technical defects of the equipment supplied, the system is down and if it is not restored in working condition within 24 hours, the supplier shall be liable for a penalty of one percent per week during breakdown period from the 10% which will be retained during the warranty period as performance guarantee and will be paid after the successful completion of the warranty.
- g. The warranty will cover all the materials and goods supplied by the supplier under this contract irrespective of the fact whether these have been manufactured by the supplier or not.
- h. In case of failure by the Bidder to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials being delivered without a correct invoice in duplicate, the Director NIBM or anyone duly authorized by him shall have power to reject any such goods or materials so rejected or not delivered unless the supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the bidder over the contract price together with all charges and expenses attending the purchase shall be recoverable by the NIBM from the supplier.
- i. The successful Bidder shall supply licensed versions of the equipment systems. The NIBM will not be held responsible for any consequences arising of patent right problems.
- j. It is mandatory for Successful Bidder to submit original equipment manufacturing certificate.
- k. The bidder price will include any additional Item / manual features required not specifically mentioned but required for successful Installation, Testing and Commissioning the system shall be responsibility of the bidder and are deemed to be included in the quoted amount.

Signature / Seal

Name / Designation

Company Address

11. PAYMENT OF COSTS

The terms of payments for purchase of equipment's:

- a. 30% of the total cost of equipment's will be paid on installation, on commissioning 30 % at the time handing over of the Equipment's after testing all the software and fulfilling the technical specifications and 30% after training to employee . The testing that should be carried out for commissioning the material supplied and the satisfactory working of the systems would be certified by the NIBM.
- b. The balance 10% will be retained during the warranty period as performance guarantee and will be paid after the successful completion of the warranty. Alternatively if the Bidder gives irrevocable Bank guarantee in lieu of the balance 10%, the NIBM shall reserve the right to accept the same.

12. FORFEITURE OF EARNEST MONEY DEPOSIT

If the accepted bidder fails to act according to the bid conditions or backs out after his tender has been accepted, his Earnest Money Deposit will be forfeited by the NIBM. The successful Bidder shall not assign or make over the contract, the benefit of burden thereof to any other person or persons or body corporate. He shall not underlet or sublet to any person/s or body corporate for executing the contract or any part thereof.

13. ACCEPTANCE AND WITHDRAWALS

The final acceptance of the bid is entirely vested with **NIBM which reserves the right to accept or reject** any or all the bid without assigning any reason whatsoever. There is no obligation on the part of the NIBM to communicate with rejected firms. After acceptance of the bid by the NIBM, the firm shall have no right to withdraw its bid or claim higher price. Bid with **incomplete information** will be summarily rejected.

- a) At any time prior to the deadline for submission of bid, NIBM may, for any reason whether its own violation or in response to clarifications requested by bidders, modify the tender document by issuance of an Addendum/Corrigendum.
- b) Any Addendum/Corrigendum will be uploaded in the website of NIBM one week prior to last date of submission and bidders are advised to see the website. The addendum then issued will be a part of the tender and any bid without Addendum, if any, will not be considered.

14. POST WARRANTY

The post warranty annual maintenance charges (AMC) would be applicable for the specified period mentioned in Technical Specification after satisfactory completion of the warranty period offered by the vendor. The annual maintenance charges agreed would be decided as per the basic price of the equipment.

The AMC payable from the date of completion of warranty in 50% advance against invoices/bill to be preferred by the vendor and remaining 50% at the completion of AMC. The vendor would provide comprehensive maintenance of the EPBAX, Cabling, and CONSOL, which shall include preventive maintenance and breakdown maintenance at the location specified by the CDC. The maintenance shall also include replacement of all parts of equipment's associated with EPABX system. The equipment which is down should be restored in good working condition **within 24 hours**. Otherwise the supplier shall be liable for a **penalty of 1% per week** of the breakdown period on the total price of the system. The NIBM reserves the right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfillment of terms of contract.

15. PENALTY FOR NON-FULFILMENT OF CONDITIONS

The supplier agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the supplier shall pay as penalty of an amount equivalent to 1% (One) percent of total value of equipment or an amount equal to the actual loss incurred by the purchaser whichever is greater.

All judicial matters subject to settlement in Pune.

Signature / Seal

Name / Designation

Company Address

(Authorised signatory only)

16. AGREEMENT

- a. The successful Bidder should execute an agreement for the fulfillment of the contract within fifteen days from the date of acceptance of the tender.
- b. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the NIBM and recovery of any consequential loss from the successful Bidder.

17. GENERAL

The NIBM may, at its discretion, extend the deadline for submission of proposals or cancel the requirement in part or in whole. The NIBM reserves the right to reject any or all Bids without assigning any reason thereof.

The Firms while sending their bids should enclose a copy of the conditions stipulated duly certified and attested by them in token of accepting the bid conditions that they understood and accepted them in full. Bids received without the certified copy of the conditions shall be rejected summarily.

I/We have gone through the terms and conditions and will abide by them as laid down above.

Signature / Seal
Name / Designation
Company Address
(Authorised signatory only)