

रक्षा लेखा प्रधान नियंत्रक (पेंशन) द्रौपदीघाट इलाहाबाद -२११०१४
PRINCIPAL CONTROLLER OF DEFENCE ACCOUNTS (PENSIONS)
DRAUPADI GHAT ALLAHABAD – 14



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Tender Document

REQUEST FOR PROPOSAL

FOR
SUPPLY INSTALLATION TESTING COMMISSIONING
DOCUMENTATION TRAINING AND MAINTENANCE OF
IP PBX SYSTEM AT Pr.CDA (P) ALLAHABAD

Date of Publication – 09 May 2019

DISCLAIMER

This document has been prepared by Telephone Exchange, Admin IV Sn, on behalf of Principal Controller of Defence Accounts (Pensions) Allahabad known as PCDA(P). The information is provided to prospective Bidders, who are interested to Bid for providing IP PBX at PCDA(P) Allahabad. This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party. The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While PCDA have taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. Further PCDA(P) do not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein. PCDA(P) reserves the right not to proceed with outsource of the Service or to change the configuration of the Service, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the requirement of service further with any respondent. No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

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Request for proposal (RFP) for Procurement, Installation, Testing, Commission, Certification, Documentation, Training and Maintenance of Communication server as IP PBX system as per technical specification and scope of work on turnkey basis at Principal Controller of Defence Accounts (Pensions) Draupadi Ghat Allahabad – 211014

Introduction

Principal Controller of Defence Accounts (Pension) Allahabad in short PCDA(P) Allahabad, under the administrative control of Controller General of Defence Accounts, Ministry of Defence, Govt. of India has a long and chequered background with a glorious past since 1938. This office is responsible for Pension sanction of Defence Pensioners (including Defence Civilians of ARMY, Navy, Air Force, Coast Guard, Border Roads, GREF, MES, OFB, DAD and others) under the administrative control of Ministry of Defence, Govt. of India and their disbursement through various Pension Disbursement Agencies. This office is also responsible for the Accounting and Auditing of the defence pension. This office has to establish a well equipped IP PBX system for its day to day operations.

Instructions for the Bidders

1. Tenders have been invited from a reputed, well established and financially sound Indian firms having minimum experience of three years in the relevant work with technical competence and organizational capacity in supply, installation and Maintenance of a IP PBX system for Govt./ PSUs / Listed private firms and having minimum average annual financial turnover during last three consecutive financial years [2015-2016, 2016-2017, 2017-2018] not less than Rs. 70(seventy) lakhs.
2. The objective of the tender enquiry is to enter into contract / Service level agreement (SLA) between the Principal Controller of Defence Accounts (Pensions) say as PCDA(P) the “BUYER” and “VENDOR” to Establish and Maintain a IP PBX System at BUYER’s site. The vendor would provide the required machineries and personnel as per the requirements of the Buyer. The agreement would outlines the scope of work, stakeholder’s obligations and general term and conditions of all services covered as they are mutually understood by the stakeholders.
3. The warranty of the equipments will be for 36 months from the date of successful installation and handover of system to the buyer effective in award of contract/supply order. The period of the contract may further be extended by year on year basis up to 02 years on same term and conditions after the completion of contract, if this office is satisfied with the present arrangement and on written consent by the service provider, or may be curtailed/ terminated before the contract period owing to need of services/deficiency or substandard services by the selected Company/ Firm/Agency. This office, however, reserves right to terminate the initial contract at any time after giving one month notice to the selected service providing Company/Firm/ Agency. Bids in sealed cover are invited for supply of items listed in Part II of this RFP.

4. Summary of Important Dates, contact information and Instructions :-

Sl no.	Description	Values
1	Tender Reference	AN/IV/TE/2019 Dt. 08.05.2019
2	Name of Department / Office	Pr. Controller of Defence Accounts (Pensions) Draupadi Ghat Allahabad – 211014
3a	Date of Issue / Publication of RFP	09/05/2019
3b	Date of receipt of RFP by hand at Admin Sn on payment of tender Fee of Rs.NIL/-	10/05/2019 to 29/05/2019
4	Pre Bid meeting/presentation by the Vendor (If necessary)	24/05/2019 at 11 AM
5	Last Date and Time for Submission of Bid	31/05/2019 Upto 1300 hrs
6	Manner of Depositing the Bids	By Hand to be dropped at Tender Box or by Post received to this office on or before the scheduled last date and time of submission of Bids. [No Bid would be accepted by email / Fax]
7	Date of Opening of Technical Bid	31/05/2019 on 1600 hrs
8	Location of Submission of Bid	“ Tender Box ” Marked as Supply, Installation Commission and Maintenance of IP PBX System placed in chamber of Group Officer (Admin) PCDA(P) Allahabad
9	Validity of Bid	90 Days beyond the last date of submission of Bid
10	EMD Amount and Exemption	Rs. 1,00,000.00/- (fixed) [in the form of Demand Draft or Bank Guarantee in favour of PCDA(Pensions) Allahabad payable at Allahabad] EMD may be exempted for the same category of service registered at NSIC/DGS&D/ MSME.
11	Validity of EMD	EMD should be valid up to 45 Days beyond the date of opening of Bid.
12	Date of Opening of Commercial Bid	07/06/2019 on 11 AM
13	Bid to be addressed to and Postal address for sending the Bid / queries -	TENDER BID FOR IP PBX SYSTEM AT PCDA (P) ALLAHABD To, Principal Controller of Defence Accounts (Pensions), Draupadi Ghat Allahabad – 211014, Uttar Pradesh, India
14	Name/designation of the contact personnel to seek clarification	Sri Samar Bahadur Singh, SAO/Admin IV Sri Ram Ji Mishra, SAO / EDP Centre
15	Telephone numbers of the personnel	0532 – 2420496, 0532 -2420427
16	Fax number	0532-2421869
17	Address of Communication for any other query	Sri Rajeev Ranjan Kumar, IDAS Joint Controller [Admin] O/o PCDA (Pensions) Draupadi Ghat, Allahabad – 211014

Note :-

- i. **The Bid Document is not transferable. Bids without relevant documents as specified in this RFP, shall be summarily rejected.**
- ii. **Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.**

- iii. *The Bidder may depute their representatives, duly authorized in writing, to attend the opening of Bids on the date and time. This event will not be postponed due to non presence of vendor representative. The vendor representative must carry the authority letter and a photo ID to substantiate their identity. One agent cannot represent two bidders or quote on their behalf in a particular tender enquiry. Such quotes would be rejected.*
- iv. *The information provided by the bidders in response of this RFP document will become the property of the PCDA(P) and will not be returned, PCDA(P) reserves the right to amend, rescind, or reissue this RFP and all amendments, advised to the bidders and such amendments will be binding on them.*

4. Definitions : The following terms shall be interpreted as indicated:

- a) **“PCDA(P)”** means Principal Controller of Defence Accounts(Pensions).
- b) **“Contract”** means the agreement entered into between the PCDA(P) and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- c) **“Vendor”** is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by PCDA (P).
- d) **“Contract Price”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- e) **“Equipment”** means all the hardware / software and / or services which the Vendor is required to supply to the PCDA (P) under the Contract;
- f) **“Services”** means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract;
- g) **“TCC”** means the Terms and Conditions of Contract contained in this section;
- h) **“Project”** means supply, installation, testing and commissioning of IP PBX & services with 3 years Warranty.
- i) **“Project Site”** means the office of the PCDA(P) where the equipment is to be supplied, installed and commissioned.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the PCDA(P) shall be binding and final on the Bidder.

5 This RFP is divided into five Parts as follows:

- a. Part I – Contains **General Information and Instructions** for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- b. Part II – Contains **Scope of Work and Eligibility Criteria** and essential details of the items/services required, Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- c. Part III – Contains **Standard Conditions of RFP**, which will form part of the Contract with the successful Bidder.
- d. Part IV – Contains **Special Conditions applicable to this RFP** and which will also form part of the contract with the successful Bidder.
- e. Part V – Contains **Evaluation Criteria and Formats** for Bids.

6. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

7. Important information and enclosures are indexed above to assist you in preparing your Technical and Commercial offer:

Part I – General instruction [Section A]

- 1. Last date and time for depositing the Bids:** 31st May 2019 13:00 Hrs (IST)
The sealed Bids (both Technical and Commercial, in case two bids are called for) should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder. **The Bids are to be submitted in two parts in separate sealed envelope under one sealed envelope** in the following manner:-
 - Part – I A: The RFP Copy submitted with Co-Seal authorized signatory.
 - Part – I B: Technical Bid along with relevant documents and Earnest Deposit money (EMD) in one sealed envelope marked **“Technical Bid”** and
 - Part – II: Commercial Bid – in another sealed envelope duly marked **“Financial Bid”**.

Note: - if the EMD is not received or is not in order/ valid exemption , the Technical bid will be rejected.

- 2. Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as **“Supply, Installation Commission and Maintenance of IP PBX System”** or sent by registered post at the address given above so as to reach in this office by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery / non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. (unless they have been specifically called for by these modes due to urgency).
- 3. Time and date for opening of Bids:** Technical Bid is scheduled to be opened on 31st May 2019 at 16:00 Hrs. (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer). Date of opening of Financial Bid is scheduled on 07th June 2019 at 11:00 Hrs whereas date and time for opening of financial bids would be intimated on or after approval of Technical Bid by CFA or date scheduled mentioned whichever is later.
- 4. Location of the Tender Box:** Chamber of Joint Controller (Admin) PCDA(Pensions) Allahabad. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be treated as invalid.
- 5. Place of opening of the Bids:** Conference Hall (Sangam Sabhagar), PCDA (P) Allahabad. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of bidder’s representative.
- 6. Two-Bid system:** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. In case of change in opening date of the Commercial Bid the same will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
- 7. Forwarding of Bids –** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details of company profile like TIN number, VAT/GST No., Bank address with NEFT Account if applicable, etc and Name of Proprietors, complete postal, Telephone, Fax & e-mail address of their office. Please refer para 4(b) Part II of this RFP.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be published on PCDA(P) website <http://pcdapension.nic.in>.
9. **Amendment of RFP:** At any time prior to the date of submission of Bids the purchaser may, whether at his own initiative or in response to a clarification requested by a prospective Bidder, may modify bid documents by amendments. The amendments shall be notified in writing to all prospective bidders and will be published on GOI e-publication portal <https://eprocure.gov.in/epublish/app> or on <http://pcdapension.nic.in>.
In order to afford prospective bidders a reasonable time to take the amendments into account in preparing their bids, the purchaser may, at his discretion, extend the deadline for submission of bids.
10. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in forfeiture of Bidder's Bid security.
11. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
13. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
14. **Validity of Bids:** The Bids should remain valid till 90 Days from the last date of submission of the Bids. A bid valid for shorter period can be rejected by the purchaser, as being nonresponsive. In exceptional circumstances the purchaser may request the consent of the bidder for an extension to the period of bid validity. Such requests shall be in writing. The bid security provided shall also be suitably extended. A bidder accepting the request and granting extension shall not be permitted to modify the bid.
15. **Late Bids:** Any Bids received by PCDA(P) after the deadline for submission of bids prescribed by PCDA(P) will be rejected and / or returned unopened to the bidder.
16. **Agents of Bidder:** The Bidder may depute their representatives, duly authorized in writing, to attend the opening of Bids on the date and time. This event will not be postponed due to non presence of vendor representatives. The vendor representatives must carry the authority letter and a photo ID to substantiate their identity. One agent cannot represent two bidders or quote on their behalf in a particular tender enquiry. Such quotes would be rejected.

17. Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of its bid. PCDA(P) will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

18. Bid Security :

- 18.1. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of ` 1,00,000/- only along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request).
- 18.2. **Validity of the Bid Security:** The bid security i.e EMD (Earnest Money Deposit) is normally to remain valid for a period of forty-five days beyond the award of contract or up to bid validity period whichever is later.
- 18.3. **Refund of Bid Security to Bidders:** EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.
- 18.4. **Exemption from Submission of Bid Security:** Bid security is not required to be obtained from those firms who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), MSME (Ministry of Micro, Small & Medium Enterprises) or concerned Departments or Ministries of the Government of India for same service category. A valid exemption certificate in support may be enclosed.
- 18.5. **Forfeiture of the Bid Security:** The bid security/earnest money will be liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of his tender. No separate order is required for forfeiture of Bid Security which follows on default and should be credited at once to the Government Account.

19. Other Information:-

- (a) Tender can only be submitted for all the items mentioned at Part II of RFP.
- (b) Tender submitted for single item will not be accepted.
- (c) Conditional bids shall not be considered and will be out-rightly rejected at the very first instance.
- (d) The tendering Company/Firm/Agency is required to enclose photocopies of the documents, duly self-attested, as per the requirements of Technical Bid as given in the Enclosure-IV, failing which their bids would be summarily / out rightly rejected and will not be considered any further.
- (e) All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency.
- (f) The quotations should be given in a two bid system, the Technical and Commercial bids.

20. Fraud and Corrupt Practices, Legal and financial Terms:

The definition of fraud and corrupt practices, legal and financial terms are explained in section "B" and section "C" of this Part of RFP. The terms are not exhaustive but illustrative only and have not limited to legal or financial bindings on the buyer.

Part I : General Instruction [Section B]

FRAUD AND CORRUPT PRACTICES:

- i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Office may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of this Office under Clause (i) herein above, if an Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by this Office during a period of 2 (two) years from the date such Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice as the case may be.
- iii. This organization has zero tolerance for crime/atrocities against women/children and this must be ensured during operation under the activities included in SOR [Schedule of Requirement].
- iv. For the purposes of this clause (i) the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt practice" means
 - (I) the offering, giving, receiving, or soliciting, directly or indirectly, of any value to influence the actions of any person connected with the Bidding Process or
 - (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) "undesirable practice" means
 - (I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
 - (II) having a Conflict of Interest; and
 - e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Part I : Legal and Financial Instruction [Section C]

A. LEGAL:

- i. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, and any other Laws/ Taxes/ Acts/ Rules etc. governing the matter/ issues etc. If at any point of time it is noticed that the Contractor is not meeting out/violating any procedures/taxes/ Acts/ Rules then that will be met out, out of the Performance Security Deposit made by the contractor. Any litigation on the violation of laws in deployment of the workers or payment of their wages/compensation will be solely handled by the Contractor/Agency/Firm at no cost to the Government of India.
- ii. The Service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office of the Principal Controller of Defence Accounts, (Pensions) Allahabad to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii. The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.
- iv. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.
- v. In case, the tendering Agency fails to comply with any statutory provision/ taxation liability under appropriate law and as a result thereof the Office is put to any loss/ obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- vi. The Service Provider will solely be responsible for any legal case/dispute raised by his workers deployed in the PCDA(P) Office and the Government of India will in no way be responsible for any such dispute and the Service Provider will indemnify the Government of India against any such legal costs/disputes.

B. FINANCIAL:

- i. Bids, offering rates which are lower than the minimum wages (as applicable for the Central Govt. of India) for the pertinent category would be rejected.
- ii. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd, IDBI or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available on MoD website or can also be provided on request).
- iii. In case of breach of any terms and conditions stipulated in the contract, the performance security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.
- iv. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Office of the Principal Controller of Defence Accounts (Pensions), Draupadi Ghat, Allahabad - 211014. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated /appointed by the Principal Controller of Defence Accounts (Pensions), Draupadi Ghat, Allahabad.
- v. The Office of the Principal Controller of Defence Accounts (Pensions), Draupadi Ghat, Allahabad reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any of the problems encountered at any stage.

Part II (A) – Scope of Work and Eligibility Criteria

1. Schedule of Requirements – List of items / services required is as follows:

Sl no.	Description of Item	Qty
01	Procurement, Installation, wiring, Testing, Commission, Certification, Documentation, Training and Maintenance of Communication server as IP PBX system as per technical specification and scope of work on turnkey basis at PCDA (P)	01 Job [Qty of Main and Auxiliary systems as per technical specification and Bill of Material (BOM) enclosed in Bid]

2. Scope of the supply ,Works and Service -

- 2.1 Design, Manufacture and supply of the equipment at PCDA(P) after factory acceptance test procedure as per prevailing standard and approved by QAP.
- 2.2 Installation, commissioning, testing and acceptance of the IP PBX at PCDA(P). This includes transport, material handling, man power, integration of the system with the existing systems, connection to the field cabling through MDF, installation and configuration of the system, software, stations, customization, etc.
- 2.3 Installation, testing, commissioning and acceptance of the auxiliary systems like UPS along with the battery units, telephone sets, etc. This includes battery full discharge test using external electrical load other than the system.
- 2.4 Preparation and implementation of the voice numbering plan and corporate directory plan.
- 2.5 Arrange for training program of operation and control, working features, functions, Preventive maintenance and software programming for day to day functioning of IP PBX, Call data recording and System Management software and brief training for various phones and exchange features.
- 2.6 All equipment / material shall be covered under an onsite comprehensive warranty of 3 years from the date of final acceptance or final installation of the system at PCDA(P) site. The warranty shall include free replacement of the faulty systems including service charges.
- 2.7 The vendor shall give the statement that they shall provide the comprehensive annual maintenance (i.e. including replacement of defective parts) for the system during the warranty period.
- 2.8 **System should support caller ID with name facility on the E1 line between two exchanges.**
- 2.9 *Provide all the required technical support and service as per Service level agreement enclosed in Part IV of this RFP. The agreement would remain valid until superseded by a revised agreement mutually endorsed by the stakeholders. The main stakeholders associated with the SLA would be*

1	Service Provider	3	Paying Authority
2	Buyer	4	Audit Authority

2.10 **Wiring:**

Wiring from the record section to DPTI building shall be made through overhead / underground OFC. Further, laying of Ethernet cabling within DPTI premises and some others locations as directed by the PCDA (P) is required to be carried out through conduit pipe. The auxiliary items, to be used, are as per specification mentioned in the RFP. For this purpose, vendors are suggested to carry out the inspection of the site and access the quantity of items to be utilized for successful completion of the wiring work before participating in the contract.

3 **Maintenance support**

- 3.1 The authorized vendor/original equipment manufacturer (OEM) shall guarantee the maintenance support for at least seven years from the date of completion of warranty period.
 - 3.2 The rates for next five years Manufacturer backed AMC support shall be submitted by the bidder after warranty period. The service support including spares shall be guaranteed with mutual consent for minimum seven years. The offers for longer shall be preferred.
 - 3.3 Undertaking has to be submitted by vendor to have Comprehensive Annual Maintenance contract (i.e. including replacement of defective parts with service charges) for the system for next seven years after warranty period.
 - 3.4 Vendor shall submit the mechanism of the service support in the form of the flow diagram starting from the lodging of the complaint to the fault rectification along with the organisation and skilled manpower strength of their service centre from where the engineer must reach on site, PCDA(Pensions), within 12 hours.
- 4 **Important note to the vendor** – Vendors are requested to visit the Admin Sn and EDP Centre with prior approval on contact number of Sr. AO(Admin) or SAO (EDP) between 10:30 to 17:00 Hrs on all working days to discuss and understand the existing systems, data/ applications etc and to plan/propose data/application migration activity before they submit their Technical/Financial offers against this tender. To provide all necessary Make/Model required making the solution work strictly as per technical specifications. The specifications given are minimal. Bidders can quote equivalent or higher technical specifications to meet the PCDA (P)'s requirements. However no weight age would be given for higher configurations.

5 **Objective and Goals:**

The objective of this agreement would be to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goal of the agreement would be

- i) Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- ii) Present a clear, concise and measurable description of service provision to the customer
- iii) Establish Terms and Conditions for all the involved stakeholders.
- iv) To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons.

Thus, the agreement will act as a reference document that both the parties have understood the aforementioned terms and conditions and have agreed to comply by the same.

6 **Contents of Technical and Functional Proposal:** Vendor to submit Technical bid in the format given as Enclosure – 1 and Enclosure - 2 which shall contain the followings. If necessary the information may be furnished in a separate sheet in addition to the enclosures so that no information would remains unanswered.

6.1 **Eligibility Criteria:**

1. The vendor must be a company registered under Indian Companies Act, 1956 or 2013.
2. The bidder should be a single party Proprietor / Partnership / Regd. Company or firm / co-operative society and no consortium is allowed. Company Profile must be attached as per Performa enclosed below.
3. The firm should have a PAN/TAN/TIN number. Copies of **PAN of the firm** should be attached along with Technical Bid.
4. The firm should have a GST Number. Copies of GSTN of the firm should be attached along with Technical Bid. Tax element would only be reimbursed after production of Tax paid certificate/challan along with the Bill.
5. The bidder should be a Listed, well established and financially sound firm having experience of establish, running and maintenance of IP PBX system with technical competence and organizational capacity of supply installation and maintenance of IP PBX system with an average annual turnover of not less than Rs 70 (seventy) lakhs in the last 03 years.
6. The firm must not be blacklisted by any Government Department or PSU.
7. The firm should have executed at least one orders of similar nature (Supply, Installation, Configuration, Commissioning and maintenance of IP PBX System with capacity of 200 ports or more at Central / State Govt. Department / PSUs. Copy of purchase order and Proof of satisfactory completion services from the clients should be attached.
8. Vendor should have well established service / support centre with trained / certified manpower in providing warranty support / post warranty maintenance support service. Vendor to mention full address of technical support centre with contact details of responsive engineers.
9. Vendor to submit EMD of Rs. 1,00,000.00/- (Rupees One Lakh only). EMD should be by way of Demand Draft in favour of PCDA(Pensions) Allahabad payable at Allahabad. Technical Bid without EMD is liable to be rejected. EDM should be put in a separate cover duly marked “EMD for SITC of IP PBX System at PCDA(P) Allahabad under the cover of Technical Bid.
10. The successful bidder will have to deposit an amount equal to 10% of the order value toward performance guarantee by way of Demand Draft or Bank Guarantee within 30 days from the receipt of work order. No interest will be paid on the performance Guarantee. Performance Guarantee will be valid up to 60 days beyond the date of warranty. However, the amount of Performance Guarantee will be refunded to the vendor within 30 days after of the warranty period (36 months) from the handing over of the site by the vendor and fulfillment of all contractual obligations.
11. Condition of prior turnover and prior experience in public procurement to all startups (whether MSEs or otherwise) may be relaxed as per Ministry of finance department of expenditure procurement policy division vide OM No. F.20/2/2014-PPD(pt) dated 25th July 2016 subject to meeting of quality and technical specifications of the items required in compliance of work at schedule of requirement.

Company Profile:

The following essential details **on a separate sheet** of paper along with supporting documents are required to be attached with bidding documents by the bidder.

Sl.No.	Description	Vendor's Response
i)	Name of the Firm along with address and contact numbers for communication (e.g. Telephone Number (Landline), Fax, postal address, email IDs, website address etc.	
ii)	Year since when in Business [Valid legal entity]	Certificate of Incorporation and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP/ Udyog Adhar
iii)	Main Business Base	
iv)	Name and contact numbers of CEO/Proprietor	
v)	Clientele list	
vi)	Details of past experience in Supply, Installation, Testing, Commissioning and Maintenance of an IP PBX System Central/ State Government Departments of India/ PSU/ Banks / Listed Private Firms in last three years with contract amount and duration of each work.	Completion certificates from the client or uploaded copy of certificate at company website by the service provider. The completion certificate shall mention the value of contract. Please enclose details in separate sheet
vii)	Annual turnover of the last three years [Extract from Audited / Certified financial statements and balance sheets for the last three years as per financial year of participating Service Provider or certificate from Chartered Accountant and authorized signatory may be enclosed.]	(in INR) 2015-16 - 2016-17 - 2017-18 -
viii)	Details of PAN/TAN/ TIN & Service Tax/GST No./ISO9001/ISO27001 [copy of certificates may be enclosed in support]	PAN/TAN/TIN: GST/Service Tax No. ISO:
ix)	Details of Bank Solvency Certificate issued on or after 01.01.2019 addressed to "Principal Controller of Defence Accounts (Pensions) Allahabad"	Name of Issuer Bank: Company A/C NO .: Type of A/C : Solvency Limit:
x)	Whether blacklisted by any Govt./PSU	If Yes, please enclose details

6.2 Warranty and operational Maintenance – The vendor

- i) Vendor shall submit authorization letter / certificate from competent authority of the original equipment manufacturer (OEM) for supply, installation, testing, commissioning and maintenance supports for the offered system in India against this tender.
- ii) The firm should provide OEM software and warranty support for the hardware and software for 03 years from the date of installation and successful handover the site to Buyer.
- iii) The firm to provide upgrades and updates for various software released by OEM from time to time without any extra cost to PCDA(P) during the warranty.
- iv) It will be the responsibility of the vendor to resolve any performance related issues with liaison to OEM.
- v) At the time of installation and commission, incase if it is found that some additional hardware accessories/software items with licenses are required to complete the proposed configuration, then the vendor is required to supply such items to ensure the completeness of the configuration at no cost to PCDA(P). Vendor should ensure the completeness of the list of deliverables vis-à-vis the proposed configuration, in order to such discovery during installation.

6.3 Escalation Matrix:

- i) The vendor should provide Escalation matrix for Service and support (S & S) issues along with the names and contact numbers of the S & S Engineers.

6.4 Technical Compliance statement:

- i) The vendor has to submit a technical compliance statement for the items / services mentioned under section 2 “Scope of Work /Services”.
- ii) Acceptance to all technical as well as commercial terms given in the tender documents.

7 Export clearance certificate:

The authorized vendor or the OEM shall submit a letter of assurance stating that in case a purchase order is placed on the vendor, there will be no problem in supply the equipment to PCDA(P) as the end-user due to any export restrictions by the exporting country(s). This letter shall also confirm that all the hardware and registration of licensed software will be on the name of the end user i.e PCDA(P). The said letter of assurance shall be submitted along with technical bid, failing which vendor's offer shall not be considered by PCDA(P).

8 Content of Financial Proposals:

- (i) Vendor to submit priced financial bid in the format given as Enclosure – 3 and enclosure -4 (Bill of Material – BOM) only.
- (ii) Vendor shall quote item-wise rates (per unit cost and total cost) as per the given configuration and bill of the quantity (BOQ).

9 Payment Schedule and conditions:

- (i) The Payment Procedure shall be in as specified in the General Terms and Conditions of Buyer after successful installation and hand over of site to the Buyer.
- (ii) PCDA (P) reserves the right to make suitable deduction for imposition of penalty in case the service is not provided as per the service level agreement as mentioned in Annexure –“1” of this RFP.
- (iii) Production of submission of Taxes (GST and others) and other due to Government against this supply.

- (iv) All payments will be made subject to deduction of TDS as per Income Tax Act 1961, and other taxes if any as per Government of India rules and regulations notified / amended from time to time.

10 Completion Period:

All supplies, installation, testing, commissioning and services in this tender shall be completed within two months from the date of purchase order. However vendor is advised at the earliest in PCDA(P) interest. The schedule Time period to complete the work is as below -

Sl No.	Item of Work	Time Period (T) from the Purchase Order in week	Remarks
1	Preparation of Voice numbering Plan and corporate directory Plan	T + 1	The plan must be accepted and approved by the Buyer PCDA(P)
2	Supply of Items (including Auxiliaries) as per Bill of Material	T + 4	LD Clause will invoke for the delayed Item of supply as per rule
3	Cable routing and termination of all interface cables Telephone sets	T + 5	LD Clause will invoke for the delayed work as per rule if the delayed work would go beyond T + 10
4	Installation and Commission of IP PBX	T + 7	
5	Installation, Testing , commission and acceptance of all Telephone sets and auxiliary system like FCBC UPS along with the battery units and others at site	T + 10	
6	Detailed documentation of the system interfaces and MDF wiring as a part of main documentation	T + 12	
7	Arrangement of training program of operation, control, maintenance and fault identification as per scope of work	T + 12	

11 **Other Miscellaneous**

The client will be responsible for the maintenance of the hardware, but any damage to the equipments / software by the technicians or Engineers of the vendor would cause recovery at market price of the damaged equipments from the seller or seller would be liable for replacement of equipment of same / higher make and model at the earliest so that services may be re-instated within minimum possible time.

12 **General Technical terms and conditions**

a. Working Conditions

- (i) Vendor shall arrange adequate accident insurance coverage of his personnel. PCDA(P) shall not be responsible for any liability arising out of any accident/injury caused to vendor's personnel while executing the work.
- (ii) The vendor's persons while working at PCDA(P) shall strictly follow the security and safety rules and regulations.
- (iii) Vendor shall arrange all materials and tool kits in sequence of work schedule to execute the work.
- (iv) Transportation of all materials, tools and manpower to and from work places is to be arranged by the vendor.
- (v) To the extent possible the work shall be carried during normal working hours of PCDA(P) office i.e. 9:30 AM to 6:00 PM, Monday to Friday. Prior permission will be required to work on Saturday, Sunday or holidays and beyond office hours on working days.
- (vi) During erection, commissioning & maintenance of the system vendor has to arrange his own accommodation for his personnel. PCDA(P) guest house can be arranged with prior approval of the Accommodation - in charge at PCDA(P) subject to the availability of rooms on chargeable basis as per PCDA(P) rules.

b. Warranty:

- i) All equipments/materials shall be covered under an on-site comprehensive warranty of three years from the date of the final acceptance of the system. The warranty shall include free replacement of the faulty parts.
- ii) Vendor shall deploy a qualified service engineer at PCDA(P) for three months after successful handover of the site and send qualified engineer for fault rectification during the warranty period as per scope of work and services.
- iii) During the warranty period, the supplier shall maintain an uptime of 99% or more. In case of lesser availability, the warranty will be extended by one month for each 1% of shortfall in availability of the complete system.

c. Training:

- (i) The vendor shall organize the following training programs without additional charges.
 - (ii) Training shall be provided to minimum two **person** for system configuration/programming and System Management software at PCDA(P) site. Similarly, on the job training shall also be provided during installation and commissioning of the system at the site.
 - (iii) Up to 500 Users shall be trained in batches for use of telephone instruments and their features, system features etc. at the time of installation of the offered system.
- d.** If desired, the vendor may visit the proposed location for the system at PCDA(P) site (with prior appointment) to understand the room layout, cable fibre route and scope of the supply, works and services.
- e.** The equipment should have UL/CE/CSA safety certification. The equipment and installation must also comply with the electrical safety standards. A copy of these certificates shall be enclosed with the technical bid.

- f.** The proposed system (including all interfaces, protocols and software) shall be approved by the Telecommunication Engineering Centre (TEC) of Department of Telecommunications. The offer shall include the copy of necessary valid certificates / approvals.
- g.** Vendor shall furnish all technical specifications in detail for the proposed system as well as the bought out systems. Additional and relevant information can also be submitted along with the proposal as a reference documents.
- h.** Vendor should submit the list of the supporting standard recommended by the CCITT (ITU-T) for echo cancellation, voice compression, ISDN, User interface, Network Interface (Private and public network), IP telephony.
- i.** The vendor shall be responsible for any loss or damage during transportation, handling, installation and commissioning of the system. In case of any damage the vendor will repair replace the same at his own cost.
- j.** The vendor shall submit the equipment layout plan with dimension, time slot calculation (shelf/ carrier wise and cabinet wise), power consumption requirements and details of the accessories for the proposed system.
- k.** The offered system shall have built-in self-fault diagnosis and audio-visual alarm annunciation devices to provide the first hand information regarding the malfunctioning.
- l.** When the system goes down due to any reason (say power failure or some other fault), the system should have auto restart capability to automatically reload the system software after system power is restored/fault rectified.
- m.** Vendor shall provide the details of the system power supply distribution bus and it's over voltage and over current protection for the various parts and its identification.
- n.** Vendor shall provide information about all the software updates time to time and carry out the updates free of cost during warranty period.
- o.** The technical description of the functioning of the offered system with the help of the block diagram showing the main parts of the system shall be submitted along with the technical bid.
- p.** If the offered product has capacity higher than the specified and similarly the offered product has more than specified features, facilities and functions, then such product will be acceptable. However the additional capacity, features, facilities and functions will not get any weightage in the technical and price evaluation.
- q.** During the pre-dispatch tests, if found that the equipment is not as per the technical offer of the vendor, the equipment will be rejected by PCDA(P).

Part II (B) – Technical Specifications of Items

A. Product Highlight

- Open Source IPPBX 1000 Extension.
- Connect with various interfaces like PRI, Analog(PSTN), GSM, VOIP.
- Three year Comprehensive Warranty with suitable protection for High/low Voltage, Surge and Lightning.

B. Product Features

<ul style="list-style-type: none"> • Automated Attendant • Black List • Blind transfer • Call Details Record. • Call Forward on No Answer • Call Forward Variable • Call Monitoring • Call Parking • Call Queuing • Call Recording • Call Retrieval • Call Routing (DID & ANI) • Call Snooping • Call Transfer Call Waiting • Caller ID • Caller ID on Call Waiting 	<ul style="list-style-type: none"> • Database Store / Retrieve • Database Integration • Dial by Name • Direct Inward System Access • Distinctive Ring • Distributed Universal Number Discovery (DUNDi™) • Do Not Disturb • Fax Transmit and Receive • Music On Transfer • Flexible Extension Logic • Interactive Directory Listing • Interactive Voice Response (IVR) • Local and Remote Call Agents • Music On Hold • Caller ID Blocking • Conference Bridging
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C. Product Details

Web based Company Receptionist	<p>Company receptionist manages the incoming and out going calls from a Web interfaces.</p> <ul style="list-style-type: none"> • Calls in queue, pick which calls to answer • Active Calls Show the list of active calls and engaged extensions. • Availability, IP Phone/soft phone status like off-hook, on-hook, ringing. • Call Park. • Drag and Drop call transfer. • Voicemail transfer. • Call Toggle – Allows the operator to shift between calls.
Call Queue	<ol style="list-style-type: none"> 1. Music on Hold per queue. 2. Caller Experience - Let the caller hear the phone ring instead of listening to music on hold.
IVR (Interactive Voice response)	<ol style="list-style-type: none"> 1. Ringing Options - Ring All, Round Robin, Fewest Calls, Least Recently Called, Random, and In Order. 2. Extension Dialing - Allow the callers to dial an extension at any time. 3. Send to Voice Mail.
Call Control	<ol style="list-style-type: none"> 1. Call Transfer - you can easily transfer incoming calls or active calls to another extension. Set the transfer rules for incoming calls so you can check the call first, then transfer, transfer without checking, or send the call straight to voicemail. 2. Call Pick up - You can set up Call Pickup groups so some employees can pick up calls ringing on other extensions by dialing a short code on their own phones. You determine who has this permission and which calls they can pick up. 3. Do not disturb. 4. Hold - Put a call on Hold using the button on your IP phone, or from the Switchboard. You can customize the Music on Hold that plays until you resume the call. 5. Call Parking - Put a call on Hold using the button on your IP phone, or from the Switchboard. You can customize the Music on Hold that plays until you resume the call. 6. Parallel Ringing. 7. Follow me.

Voice Mail & Voice mail To e-mail	<ol style="list-style-type: none"> 1. Voice Mail Set up. 2. Voice Mail Access. 3. Voice mail to email or to any email client.
Voice Recording	<ol style="list-style-type: none"> 1. Automatically record calls coming in, going out, or even internally, based on the settings you define
Conferencing	<ol style="list-style-type: none"> 1. 3 way conferencing from the IP Phone. 2. Meet me conference- With a Meet Me Conference Center, each of your phone extensions can have its own conference room. 3. Dial-in Conference. 4. Dia-out Conference
Faxing	<ol style="list-style-type: none"> 1. Out going fax. 2. Incoming Fax.
Distributed Office setup	<ul style="list-style-type: none"> • Connects Multiple Offices through MPLS or VPN. Branch offices can be added to the IP server through an INTERNET connection.
Paging/PAS	<ol style="list-style-type: none"> 1. Dial a code to connect to a separate overhead paging and announcement system. 2. Dial a code and connect directly to a built-in one-way announcement speaker on one or more phones
Multi Trunking	<ol style="list-style-type: none"> 1. Connect with PRI ISDN E1, T1. 2. Connect with Analog/PSTN/CO Lines. 3. Connect With GSM Trunk.
SIP Trunking	<ol style="list-style-type: none"> 1. Ready to use the sip-trunking and as well the SIP Client, 2. Create Multiple VOIP accounts.
Call Routing	<ol style="list-style-type: none"> 1. Location Based routing. 2. DID Based Routing.
Barge IN & Listen	<ol style="list-style-type: none"> 1. Barge in: Barge in on both channels. The manager channel is joined onto the spied-on and bridged channel, and all parties can hear each other. 2. Listen: Monitor an agents call/ Extensions. The manager can hear both the spied-on and bridged channels, but they cannot hear the manager.
Whisper	<ul style="list-style-type: none"> • Whisper to the agent. The manager can hear both the spied-on and bridged channels, and the spied-on channel (agent) can also hear the manager, but not the bridged channel, hence “whisper.”
Reports	<ul style="list-style-type: none"> • Complete report on day to day, weekly reports, Monthly report, Extension wise report,
Third party Integration	<p>Connects to any 3rd party Integration Like,</p> <ol style="list-style-type: none"> 1. CRM. 2. ERP. 3. SMS. 4. Click to Call.
Multi Phones Connectivity	<p>Connect with different Phones Like:</p> <ol style="list-style-type: none"> 1. IP PHONE. 2. Analog Phone 3. Soft Phone 4. Smart Phone (Mobiles). 5. DECT phones

D. Video Conferencing

Record and Playback	Video conferencing solution can record your meetings / lectures for later playback.
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Integrated VoIP	Video conferencing supports voice over IP (VoIP) conferencing. All your users need, are speakers and a microphone to participate. The system should have free application for PC/Laptops for Direct Point to point and 3 way Video conferencing through Video Phones.
Presentation	The presenter can upload any PDF presentation or Microsoft office document to present, zoom, pan, and keep participants in sync.
Desktop Sharing	Go beyond slides. The presenter can broadcast their desktop for all participants to see. Works on Mac, UNIX and PC
Web Cam	Multiple users can share their webcam at the same time. There is no built-in limit on the number of simultaneously active webcams
Chat Module	

E. Technical specification

Hardware details.	
Server:	Rack mountable Server, 8-16GB RAM, 1TB HDD, Quad Core Xeon Processor. The system should have Embedded server in the IPPBX system with 2000 SIP extensions
Codecs:	ADPCM, G.711(A-Law & u-Law) G.722, G.723.1 (pass through),G.726, G.729 , H.264 (through purchase of a commercial license), GSM, iLBC, Linear,LPC-10 Speex
PRI card:	T1 / E1 port with LEC module or LEC in built. The system should have inbuilt PRI interface as well as PRI connectivity through external PRI media Gateways which also does load balancing on Server and reduces failure risk and thus reduces risk for server getting crashed.
Temperature:	Operational Temperature : 0-45° C & Storage temp. : -10° C to 60° C
<p>Protocol</p> <ul style="list-style-type: none"> • ISDN: PRI DSS 1 (Q931, National variant) • VoIP: SIP, H.323, MGCP, SCCP, IAX2 • Mobile: GSM 850/1800/1900 MHZ channels. <p>Note:- The protocol used in the IPPBX is optional and would support to the hardware</p>	
<p>Interfaces</p> <ul style="list-style-type: none"> • Network interface: 2X Ethernet 10/100/1000 base-RJ-45 • ISDN: PRI interface (optional) • Mobile (Optional) : 4/8 channel GSM/Volte , SIP interface support 2G/3G/4G and Volte • FXO & FXS 	
<p>Software</p> <ul style="list-style-type: none"> • Open source protocol 	

Additional Information

Key Note

1000 Ext. +Video Conf. +IVR +Voice Mail +Fax +IP-PBX (Open source software)

F. System Redundancy: - The system should be provided with 100% Duplicated control unit in Hot standby mode. The servers shall be provided in hot-standby mode in such a manner that if one server fails the second server shall be able to take the complete load of calls automatically (without any manual intervention) without dropping any existing calls (IP, TDM& PRI). System should be providing Geographical redundancy using Client Server based

architecture. The basic system should be capable of achieving its ultimate capacity (1000 Lines) without the need of adding / Upgrading CPU. The following duplication should be provided with the system for:-

- Common control
- Switching Network (TDM/PCM) Bus
- Power supply duplication upto control section
- Tones
- Main and standby memory
- The system should provide complete set of control cards in duplication mode. In case of failure of one processor card, the duplicated card should take over immediately with the current database, on which the system is working, without the disconnection of established calls.

G. Boss-Secretary feature subscribers.

1. Call by name and number from the & IP station
2. Call forwarding to extension or hunting group, voice mail, operator, paging, etc.
3. Call Forwarding (Internal and External) – no answer / busy/immediate/follow-me/fixed/variable
4. Call Park
5. Call Pickup from any extension (individual and in a group).
6. Call transfer
7. Camp on busy extension/line
8. CLI on the selected terminal.
9. Choice of supervisory tones or voice announcements.
10. Class of service changeover by station/operator/administration.
11. Controlled private call by pin code.
12. Digit suffixing / prefixing – For the incoming calls, either from other exchanges or trunk, it shall be possible to insert/suppress at least 6 number or more of digits.
13. Direct Inward Dialling supporting DP/DTMF/MIXED
 - a. Direct inward dialling (DID) on CO line
 - b. Direct inward dialling (DID) on 2Mbps ISDN / R2MFC link
 - c. Direct outward dialling (DOD) on 2Mbps ISDN / R2MFC link.

H. Public switched networks connectivity:

- a. Analog CO trunks
- b. Analog DID R2MFC
- c. DID R2MFC/ISDN
- d. ISDN Basic rate interface access
- e. ISDN Primary rate interface access

I. IP phone set

IP/SIP Telephone stations should support:-

- a. 802.1x for authentication, Support both SIP & H.323 IAX2 protocol; Standards-based codec support: G.711, G.729.QoS (Internal to the station and priority to the voice signal) Fixed or dynamic assignment of the IP address by customer DHCP AES for voice content encryption.
- b. Monochrome LCD Display 3 lines or more
- c. Remote power feed per the 802.3af standard (PoE) and local 120/230V feed
- d. Multi-key / Multiple-number stations - This function should allow a user with a station that is assigned only one number, to simultaneously establish several outgoing or incoming calls. Each station key can be programmed for a different extension number, to permit easy differentiation of incoming calls.
- e. Hard buttons for messages, call history, home, navigation cluster, contacts, headset, volume, mute, speaker, Automated attendant
- f. Context-sensitive keys associated to the display – These contextual keys are linked to

- the context displayed on the screen to directly activate functions. Shall have Message waiting indicators.
- g. Shall have integrated alphabetic/alphanumeric keyboard for functions such as text messaging and dial by name.
 - h. Open to applications: The system shall support an IP Soft phone application that allows the users to manage their calls from a PC.
 - i. Support for basic Sipping features like 3-way conferencing
 - j. Support Dual 10M/100M/1000M auto-sensing Ethernet ports, so that one LAN point able to feed both IP Phone and PC in series.
 - k. Support popular telephony features including 3 line indicators, full-duplex hands free speakerphone, voicemail, etc. It should also support for displaying user's status like busy, available, logout etc.
 - l. Security Features: It should include following features- Image / Device / File / Signalling authentication, Media encryption, Signalling encryption
 - m. Programmable buttons min 16 keys for speed dialling boss/secretary feature, camp on, second call activation.

J. Video Phone Specification:

- Video phone should be from the same OEM of Call Manager / Communication Server
- 7" 1024 x 600 capacitive adjustable touch screen
- 720p30 HD video call
- 2 mega-pixel HD camera with privacy shutter
- Built-in Bluetooth 4.0+ EDR for headsets
- Built-in Wi-Fi (Dual-band:2.4GHz, 802.11a/b/g/n)
- USB ports (2.0 compliant) for media and storage applications
- Up to 16 SIP accounts
- Three-way video conferencing
- HD voice: HD handset, HD speaker
- Audio codec: G.722, G.711 (A/μ), G.729AB, G.723,G.726, iLBC, Opus
- DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO
- Full-duplex hands-free speakerphone with AEC
- VAD, CNG, AEC, PLC, AJB, AGC Video Features
- 1080p@30fps Full-HD Video call
- Video codec: H.264 High Profile, H.264, VP8
- Phone lock for personal privacy protection
- Field of view (FOV): 70.2°
- Adjustable camera
- Screensaver and Wallpaper
- LED for call and message waiting indication
- Caller ID with name, number and photo
- 16 VoIP accounts
- Android 5.1.1 or higher
- One-touch speed dial, hotline
- Call forward, call waiting, call transfer
- Group listening, emergency call
- Redial, call return, auto answer, break in, silent monitor, conference
- Ring tone selection/import/delete
- Three-way video conferencing
- Onscreen keyboard
- Busy Lamp Field (BLF)
- auto firmware upgrade from telephone server
- Local phonebook up to 1000 entries
- Key programming should be from Telephony server administration web
- 27 one-touch DSS keys

- feature keys: message, headset, mute, hold, transfer, video, redial, speakerphone
- Volume control keys
- Dual-port Gigabit Ethernet
- 1x RJ9 (4P4C) handset port
- 1x RJ9 (4P4C) headset port
- IPv4/IPv6
- SIP v1 (RFC2543), v2 (RFC3261)
- Call server redundancy
- SRTP
- Transport Layer Security (TLS)
- Operating humidity: 10~90 percent
- Operating temperature: -10~40°C

K. System Administration

1. The Exchange (Switch) management system software shall be based on latest open platforms running under Unix/Linux, providing multiple graphical applications offering a consistent and friendly graphical user interface (GUI). This system shall integrate all applications needed for complete telephone system administration such as:
 - a. System configuration and subscriber management application
 - b. Performance application in text as well as graphical format
 - c. Built in fault diagnosis and audio-visual alarm system
 - d. Offer user-friendly access to the various proposed services
 - e. Be protected by an overall access code and offer several secondary access codes
 - f. Provide the overall management of the system
 - g. Provide all menus in English language
 - h. Enable printout of information via printing software
 - i. Provide the TCP/IP based LAN connectivity
 - j. Traffic measurement facilities such as
 - i. Overall internal traffic of the installation
 - ii. Traffic of one attendant position
 - iii. Traffic of attendants groups
 - iv. Trunk group traffic
 - v. Traffic per external trunk
 - vi. Traffic per normal user
 - vii. Traffic per user group
 - viii. Traffic per mobile DECT user
 - ix. Traffic per private link, proprietary protocol
 - x. Traffic per private link, QSIG protocol
 - xi. Traffic per private link, DPNSS protocol
 - xii. Virtual private network traffic per direction
 - xiii. User traffic observation facilities
 - xiv. Presented calls
 - xv. Number of calls answered
 - xvi. Number of calls abandoned

2. The call billing/accounting and Call Data Recording software should support the following features:-
 It should possible to have a centralized accounting system. The IP PBX system in the network should send all the call Data Records to the Accounting system via LAN/Q-SIG interface for accounting. Necessary work station hardware for IP PBX interface with licensed OS and Office 2013 software should be supplied for the system. The Data recording software should process all data and keep the data in its own database for later reference.

3. The system should generate Call data Records (CDR) for all connected lines including:
 - i. Date, Time & Duration of the call
 - ii. Calling Party number & Called party number

- iii. Type of calls (incoming/outgoing/ inter-node/local/public/private)
- iv. Node number and trunk group identity.

L. Factory Acceptance Test

Factory acceptance test report may be provided on demand to the inspection board.

M. Installation and commissioning of the system

Vendor shall submit the pre requisite for preparation of telephone exchange room, UPS and battery room, total power supply requirement and Air Conditioner requirement for the system along with their offer. PCDA(P) will provide the equipment room for the installation as per the pre requisite. Vendor shall make all the arrangement for installation and commissioning of the system along with the accessories in accordance with the schedule of the PCDA(P). The system operation and acceptance test shall be conducted for on site for the final acceptance and certification. The vendor and PCDA(P) teams shall work out the detail of the test and test procedure after placement of the purchase order. The fixing hardware, tools & tackles etc. required for installation of equipment's, accessories, ups and battery, electrical equipment etc. shall be arranged by the vendor. The vendor may visit to site and prepare the installation layout in consultation with SAO (EDP), PCDA(P) after allotment of the purchase order.

N. Battery system

The vendor shall supply the sealed maintenance free (SMF) Lead Acid battery banks with suitable closed iron rack with gate; vertically stackable type capable of providing back up power supply to the offered system and accessories for 12 Hrs considering the system is fully expanded and operating with peak traffic at full load. Vendor shall supply the battery system with non-corrosive metallic stand along with stackable mounting accessories. The battery stand should be anchored with the floor. The full load discharge test will be carried out at the site and therefore vendor shall arrange the external electrical load to conduct this load test. The vendor shall clearly mention type; make, size and capacity of the battery back up. Vendor shall submit the detail specification of the batteries along with the performance versus the temperature characteristics from the original equipment manufacturer (OEM).

The Recommended makes: Amaron / Exide / Luminous

O. Physical Dimension and Environmental condition:

The vendor shall specify the number of the cabinets, the physical dimension of each cabinet, weight of the each cabinet and the layout scheme (Plan and elevation view) for the offered system and accessories.

The offered system shall work satisfactorily under following environmental conditions:

- a. Temperature 5° to 45° Centigrade
- b. Humidity 50%RH to 85%RH

Tests will have to be conducted by the vendor to confirm satisfactory operation of the system. Electromagnetic Interference shall be as low as possible; however the vendor shall provide all the required protection against electromagnetic disturbances generated by lightning, fluorescent lamps, synthetic coatings, radio waves, etc.

P. Documentation

Vendor shall submit the equipment wise three sets of each of the following documents (Bound manuals as a hard copy as well as soft copy on CDs) which shall includes the system descriptions, installation and commissioning procedure, system programming, operating procedure, step by step fault diagnosis and fault rectification, circuit diagram etc. with Full material supply.

- a. Main system manual
- b. System programming manual
- c. FCBC manual
- d. UPS manual
- e. Battery manual
- f. Operator attendant console manual
- g. Remote unit manual

- h. Workstation and operations of the administrator
- i. Operation of the metering device and traffic monitoring
- j. Installation recommendations
- k. Operating manual for each type of IP Phone instrument (Single copy only)
- l. Remote access device manual
- m. Qualification tests manual
- n. Set of the type approval certificates
- o. Set of software licence etc
- p. End documents consist of the following
 - i. Set of PO copies and shipping release
 - ii. List of the make and models for all the major components.
 - iii. Acceptance deviations
 - iv. Design concession if any
 - v. Set of all the test certificate
 - vi. Reduced size of all the drawing

Q. Fault diagnosis and software loading tools

The vendor shall provide the fault diagnosis, fault analysis, fault correction and software loading tools for the offered system. This tool shall capable to take on line back up of entire database and reload the system software along with database in case of the software failure. The tools shall be loaded on PC equipped with required hardware interface and the licence software. The vendor shall supply all anti virus software updates at free of cost for at least three years.

R. Configuration required for the system

SPECIFICATION OF IP PBX SYSTEM:

Speed path & Technology	Digital PCM-TDM with VoIP support
SIP (session initiation Protocol)	Support different system and devices from Different manufacturers.
Control	Stored Program Control (SPC)
System capacity	1000 Ports

Signal condition	
DTMF	As per CCITT Rec.
Decadic dial inter Digital internal Pulse ratios	10PPS 800msec Programmable
FLASH time	40 msec. to 1620 msec
DC loop resistance	Local extension -1200 ohms including tel. instrument
Environmental conditions	
Temperature	+5 to +40 Degree centigrade
Relative Humidity	5% to 85% RH non condensing

S. Voice and Data Gateway :

- ❖ Gateway should support CO interface FXO to connect analog PSTN and PRI lines.
- ❖ Licenses for the same should be on the Main Server Only. Voice Processing – Voice codecs:G.711,G.729A,G.723.1,GSM,iLBC;
- ❖ Echo cancellation:G.168 with 64ms echo tail;
- ❖ Dynamic jitter buffer; voice activity detector(VAD); and comfort noise generator(CNG)
- ❖ Fax Processing–T.30, T.38 fax relay
- ❖ Gateway Configuration–Web based user interface from system administration web
- ❖ Remote Provisioning – HTTP/Web; Remote Configuration; Remote Software Upgrade, Alarm, Performance Data
- ❖ User Features–Caller ID, Call Forward, Call Transfer, Call Forking, Hotline, CRBT, Do-not-Disturb, Speed Dialing.
- ❖ Protocol - SIP(RFC3261,etc.),MGCP(RFC3435),3GPP TS24.228,TS24.229
- ❖ Standards – Caller-ID Detection (FSK/DTMF), Configurable Call progress tone plan
- ❖ Primary and Backup – The Gateway can be configured and controlled in Server Clusters
- ❖ Ethernet Connector–RJ-45,10/100/100auto sensing. The Gateway should function as a Self-Survivable unit when the Ethernet connectivity at gateway end breaks.
- ❖ Power Input–Dual 220 V AC for duplication

- ❖ Non-Operating Temperature: -10 to 60°C; Humidity: 5% to 90% (Non condensing)
- ❖ Operating Temperature: 0 to 40°C; Humidity: 10% to 90%(Non condensing)
- ❖ Power Consumption – 125 Watt (max.)
- ❖ Dual Gigabit Ethernet
- ❖ Central Processor – FREESCALE Power QUICC MPC8247
- ❖ LED Indicators – Power, System Status, Network Status, Line Status
- ❖ Gateway size should not be more than 2U in size

T. FXO Gateway:-

Physical-

- Telephone interface – Rj11
- Ethernet Interface – Rj45 10/100/1000 Base STP/UTP

Voice and Fax –

- G711A/U Law, G723.1, G729.A/B
- Comfort noise generation (CNG)
- Voice Activity Detection (VAD)
- Echo Cancellation (G.168)
- Adaptive (Dynamic) Jitter Buffer
- T.38/Pass-through/Modem FAX mode, 14 Kbps
- DTMF mode : Signal / RFC2833/ INBAND

FXO Port –

- Busy Tone detention
- No current take out stitches detection
- Voice interrupted detection
- Up to Two stage dialing
- PSTN exterior port polling
- Polarity reversal
- FAS (Fake Billing Correction)

Network Features:-

- NAT (Rout and Bridge)
- Static IP, PPPoE, DHCP
- DHCP Server
- MAC Address clone
- Static Dynamic ARP

U. PRI CARD:-

- Optical Hardware Echo Canceller- PRI Gateways with Fibre to Ethernet Converter must be used for this feature as an additional (if required).
- Voice Platform : Open source software and would support to the hardware.
- Framing Type : T1 / E1
- Operating System : Linux / Window

V. Uninterrupted Power Supply :-

This includes supply of UPS with following features:-

Modes of operation- Online, On-battery, Bypass & Maintenance or service, Input supply- 240VAC, 50 Hz single phase, Output supply- Required for system or 230V AC, 50 Hz Battery back-up- 12 Hrs with short circuit, overload, over temperature and low / High voltage control, DC low / High voltage trip.Capacity : 10 KVA, Technology : PWM with IGBT, double conversion, Isolation Transformation : Galvanic isolation through inbuilt transformer at UPS output. Output Wave form : Pure Sine wave.

Vendor should submit technical specifications of UPS with original equipment manufacturers (OEM) catalogue.

W. Auxiliary Item / Accessories used for wiring or integration of Telephone sets

- **Fiber Media Convertor – Type** – Unmanaged / managed L2 type , **Interface** – Auto MDI / MDI-X **Data rate:**10/100Mbps, **Number of fibers:** 2, **Wave length**(Transmit /receive) – 1310/1310nm (Multi / single mode fiber) ISO 9001 Certified.
- **Cat 6 Cable – Conductor Material** – Bare Copper, **Type** – Cat 6 U/UTP **Conductor Diameter** – 0.57 mm (23 AWG) **Conductor count** - 8, **Maximum DC Resistance** – Max 100 Ohm/Km, **Internal Cross Separator** - Yes **Conductor Insulation Material** – Polyethylene, **Conductor Stranding** – Solid, **Length** – 305.0 Mtrs **Standard** – ISO/IEC: 11801 Latest, **Colour** – White, **Cable Jacket Material** – LSZH (Low Smoke Zero Halogen)

- **Patch Panel** : **Material** - steel, **Height** – 2U, **Modular Plug fitting(Rj45)** - for individual Ports for loaded, **Patch Panel Suitability** – Cat 6U/ UTP **Cable Management** – Rear Side, **Rj45 port** -24 ports loaded
- **Patch Cord** : **Conductor Material** – Standard Copper, **Type** – Cat 6 U/UTP **Conductor Diameter** – 24 to 26 AWG **Modular Plug** – Rj45, **Colour** – Blue, **Conductor Insulation Material** – Polyethylene, **Length** – 1.0 Mtrs **Termination / Connection Type** – Insulation Piercing Connection (IPC) **Cable Jacket Material** – LSZH (Low Smoke Zero Halogen) **UL Marking on Cable** - Yes
- **Network Switch** : Type – Managed, 1G copper port – 08, Technology : PoE Warranty – 03 Years

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. The main contract is expected to continue for thirty six months (36 months) from the date of signing of the contract. However the contract may be extended or curtailed at the discretion of the PCDA(P), depending on the performance of the firm. PCDA (P) reserves the right to terminate the contract with immediate effect if the services are found to be unsatisfactory without assigning any reason.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available on MoD website and can be provided on request).
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or

foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

- 6. Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
- 7. Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 8. Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods/services and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **0.5%** of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the value of delayed stores / services.
- 9. Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-
 - (a) The Seller is declared bankrupt or becomes insolvent.
 - (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (c) As per decision of the Arbitration Tribunal.

In the event that his agreement is terminated for any reasons, each party shall forthwith hand over to the other party/PCDA(P) all documents, material and any other property belongs to such other party under this agreement.

Upon any termination of this agreement, PCDA(P) shall be liable to the service provider for payment of the cost of termination including the fees for the services rendered till date of termination. However if the service provider fails to give one month's notice in writing for termination of the agreement, then one month's wages etc and any amount due to them from PCDA(P) shall be forfeited.

- 10. Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
- 11. Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 12. Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates, irrespective of the fact of infringement of any or all the rights mentioned above.
- 13. Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. Taxes and Duties

- a) In respect of Foreign Bidders: All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.
- b) In respect of Indigenous bidders.
- i) **General**
1. If Bidder desires to ask for excise duty /GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
 2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
 3. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
 4. If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
 5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be

reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

ii) Sales Tax /Service tax / VAT/GST:

1. If it is desired by the Bidder to ask for Sales tax /service tax/ VAT /GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax /service tax/VAT/ GST will be devolved upon the Buyer.
2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

iii) Octroi Duty & Local Taxes:

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

15. Pre-Integrity Pact Clause: An “Integrity Pact” would be signed between the Ministry of Defence/Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request).

The essential elements of the Pact are as follows:

- a. A pact (contract) between the Government of India (Ministry of Defence) (the authority or the “principal”) and those companies submitting a tender for this specific activity (the “Bidder”);
- b. An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by each Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- e. The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.

- f. Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
 - i. Denial or loss of contracts;
 - ii. Forfeiture of the Bid security and performance bond;
 - iii. Liability for damages to the principal and the competing Bidders; and
 - iv. Debarment of the violator by the Principal for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior and compliance program for the implementation of the code of conduct throughout the company).

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd, IDBI or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of signing of this contract. Performance Guarantee will be valid up to 60 days beyond the date of warranty. However, the amount of performance Guarantee will be refunded to the vendor within 30 days after completion of the warranty period (36 months) from the handing over of the site by the vendor and fulfillment of all contractual obligations. The specimen of PBG is given in Form DPM-15, enclosed to Part-IV of this contract.

2. Service Level Agreement:

The service level is attached in Annexure “1” and would be followed strictly.

3. Payment terms and conditions:

The payment will be made as per the following terms, on production of the requisite documents:

- 3.1. 50% of the cost of supplied store will be payable on supply of store at site and rest payment will be done on successful installation and hand over of site to the PCDA(P).
- 3.2. PCDA(P) reserves the right to make deduction from the contractor's bill, if the services (i.e PM and Fault rectification) is not provided as per SLA.
- 3.3. All payments will be made subject to deduction of TDS as per Income Tax Act 1961, and other taxes, if any, as per Government of India rules.
- 3.4. Payments to the service provider would be strictly on certification of the officer in charge Admin Section for his/her satisfactory services and deputation of manpower at Telephone Exchange enclosed in the invoice / bill submitted by the service provider.
- 3.5. The taxes and levies as applicable shall be paid by the Service provider. However reimbursement for the same will be made in arrears on production of documentary evidence to the effect that the same has been deposited in the concerned account.
- 3.6. 85% of the total amount will be released after successful installation and handing over of the site (after adjusting the earlier paid amount, if any) and balance 15% will be kept as guarantee toward maintenance of IP PBX system during the warranty of contract. The same would be released in 12 installment on quarterly basis subject to satisfactory maintenance service by the engineer and technicians deputed at site as per SLA (enclosed in Annexure – 1 of RFP)
- 3.7. Additional 10% may be kept as performance guarantee if the PGB is not submitted within 30 days of work Order and would be released after submission of the PBG or after 60 days from the expiry of warranty period of 36 months whichever is earlier.

4. Advance Payments: No Advance payment will be made.

5. Paying Authority:

(Name and address, contact details of the Paying Authority).

The Sr. Accounts Officer O/O Principal Controller of Defence Accounts (Pensions)
Allahabad, Draupadi Ghat, Allahabad- 211014

The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- i. Ink-signed copy of pre receipted invoice / Seller's bill in duplicate.
- ii. Ink-signed copy of contingent bill in triplicate.
- iii. Copy of Contract / Supply order under delegation of powers (with the first Bill only).
- iv. Satisfactory Completion Certificate (format enclosed in Annexure -2) issued by the office of PCDA (P).
- v. Copy of Performance Bank Guarantee / Indemnity bond where applicable.
- vi. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code etc duly vetted by the Bank.
- vii. Challan / Voucher copy for having deposited GST and other tax (Amounts) for the last Bill.

Part V – Evaluation Criteria & Price Bid issues

Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the experience of services provided as mentioned in the part II of the RFP with Government agencies / PSUs / Private agencies registered with Indian Registrar of Companies and Average Annual Turnover of three consecutive financial Year (2015-2016, 2016-2017 and 2017-18). The compliance of Technical and commercial bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- c. The Lowest Bid will be decided upon the evaluation criteria as below:

1. Technical Bid:

1.1 Preparation of bid:

- (a) The Technical bid shall be prepared by the bidder in the following Model Response Format enclosed.
 - i. Firm should be a PAN/TAN/TIN holder. A copy of the PAN / TIN and GSTN/Service Tax number of the firm to be submitted. certified copy of Income Tax return of the firm for the last three financial year should be enclosed
 - ii. Firm should have been registered with company of registrar. A copy of registration be enclosed in support.
 - iii. Standing of Bidder: The firm should have at least three years working experience of running a IP PBX System. Self certificate in support to be enclosed.
 - iv. The minimum three work orders of the firm should be worth more than Rs 20 (twenty) lakh for the last three years from GOI/PSUs/listed private firms in a financial year. A copy of the work orders to be enclosed.
 - v. Declaration about fraud and corrupt practices.
 - vi. Performance Certificates for the last three years indicating that the same nature of work has been done satisfactorily by the firm is to be given.
 - vii. Letter of acceptance of Standard and Special condition of RFP mentioned at Part III and Part IV of this RFP, which will formulate a part of contract agreement with the successful bidder.
 - viii. Availability of two telephone lines (one landline No. is a must).
- (b) An Earnest Money Deposit to be submitted with Tender by way of either a Crossed Demand Draft in favour of The Principal Controller of Defence Accounts (Pensions), Draupadi Ghat, Allahabad – 211 014 or in a EMD format enclosed at Annexure 6 .

Note : **if the EMD is not received or is not in order/ valid exemption , the Technical bid will be rejected..**

1.2 Opening of Technical Bids

Board of Officers (TEC : Tender Evaluation Committee) duly constituted by the PCDA(Pension) Allahabad will open all technical bids in the first instance, if the EMD is submitted as per requirement in the presence of bidders' representatives, who choose to attend, at the time, and date specified in the 'Invitation for Bids'. The bidder or bidders' representatives present there shall sign a register evidencing their attendance.

1.3 Clarification of Bids

- (a) During evaluation of the bids, PCDA (P) may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- (b) No Bidder shall contact PCDA(P) on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of PCDA (P), it should be done in writing.
- (c) Any effort by a Bidder to influence PCDA(P) in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

1.4 Evaluation and Comparison of Technical Bids

- (a) The Technical Bid evaluation will be done on the basis of evaluation criteria mentioned above.
- (b) A substantially responsive bid is the one which conforms to all terms and conditions of the bid documents without material deviations. Deviations from or objections or reservations to critical provisions like Bid Security, Warranty & Guarantee, Applicable Law, Taxes and Duties and non-submission of documents such as valid Agency Agreement and technical literature should be deemed to be a material deviation.
- (c) PCDA (P) shall evaluate substantially responsive bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether essential documents such as the technical literature and Agency Agreement have been furnished, whether the bid documents have been properly signed, and whether the bids are generally in order.
- (d) The bidders short-listed by PCDA(P) based on evaluation of their technical bids may be called for detailed discussions with a team selected by PCDA(P) for the purpose, at a specified date, time and venue, if needed
- (e) The main objective of the TEC is to prepare technical matrix showing how the technical parameters of bids received compare with the parameters mentioned in the tender document. If the offers conform to essential parameters they should be accepted.
- (f) The TEC would prepare a compliance statement bringing out the extent of variations and differences, if any, in the technical characteristics of the tendered item(s) offered by various vendors with reference to schedule of requirement and compliance or noncompliance with the essential parameters. If considered necessary, the TEC may invite those vendors who meet essential parameters for technical presentation/clarification.
- (g) The TEC report would be prepared. The following aspects should be kept in mind by the TEC:
 - i. The basic profile/character of technical offer must not be permitted to be changed.
 - ii. Opportunity for revision of minor technical details should be accorded to all vendors in equal measure to ensure fair play.
 - iii. No extra time would be given to any vendor to modify his offer to make it quantity requirement compliant.
 - iv. Original commercial quotes must remain firm and fixed and no loading/unloading in price would be permitted during TEC's discussion with the vendor.
 - v. No conditional offer would be accepted which is not in conformity with the specifications mentioned in the schedule of requirement.

- (h) The TEC would not be authorized to discuss commercial aspects of the case. However, the TEC would prepare a compliance statement in respect of commercial terms and conditions, such as bid security, warranty, etc., included in the technical bid as per the schedule of requirement.

2. Financial Bids

2.1 **Preparation of Bid:** The Commercial / Financial bid shall be prepared by the bidder in the following Model Response Format enclosed

2.2 Opening of Financial Bids

- a) Board of Officers or CNC (Commercial Negotiation Committee) as required, duly nominated by the PCDA(Pension) Allahabad will open the Financial Bids of only those bidders who have been found to be technically qualified.
- b) In case, where it may not be practicable to incorporate all possible details in the technical specification(s), thereby requiring elaborations/clarifications during technical discussion, submission of revised commercial bids consequent upon discussion during TEC/CNC would be necessary. If the original price bids have not been opened, equal opportunity to all technically acceptable vendors would be given to give their revised commercial bids in a sealed cover. The CNC would take into account the revised commercial bids to arrive at L1. Before calling for revised commercial bids where original price bids have not been opened, approval of CFA would invariably be taken.
- c) The Financial Bids of the technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date, time and venue indicated in the "Invitation for bids".
- d) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Vendor does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, whichever is the higher of the two will be treated as the bid price.
- e) Trivial errors such as omission to (i) enter the rates in words, (ii) initial any alteration in rates or (iii) sign both the tender and the schedules(s) may be corrected, initialed and dated both by the officers opening the tenders and signed and dated by subsequently by the tenderer.
- f) The evaluation and comparison of responsive bids shall be done on the prices of the goods / services offered exclusive of all levies & taxes, as indicated in the price schedule of the Bid document.

3 Award of Contract

3.1 Criteria for determining Lowest Bid:

- a) The lowest bid would be decided on the basis of rates quoted by the firms in total as per enclosure – 3 and 4 exclusive of all levies and taxes and it would be decided on the basis of basic cost of the items.
- b) The Comprehensive AMC charges after the warranty period as required by the buyer would be indicative only and there would be no role in deciding the award of contract. The same should be quoted in separate sheet and the rate would be in term of percentage w.r.t. the cost of items covered under AMC.

3.2 Award Criteria

Subject to the signing of contract, Principal Controller of Defence Accounts (Pensions) will award contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be

technically, commercially and financially acceptable and whose services or scrutiny of personnel have been type- approved / validated by PCDA(P). The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

3.2 Waiver of QRs/parameters:

There will be no waiver of parameters as this may result in denial of opportunity to firms which could have met the revised essential parameters, had this been reflected in the proposal ab initio. This is particularly relevant in single vendor/resultant single vendor cases where waiver of essential parameters after issue of proposal and receipt of tenders would be prejudicial to the interest of other firms which might have submitted their bids as per the revised parameters but could not because of the essential parameters mentioned in the proposal.

3.3 Pre-bid conference:

To obviate the possibility of the proposal fetching no response, resulting in a single vendor situation or resulting in generation of limited competition, technical specifications should be firmed up in a pre bid conference in two-bid tender, particularly where the goods/services to be procured are not available commercially off-the-shelf or are of complex and highly technical nature. No fresh commercial bids will be invited after opening of technical bids.

3.4 PCDA (P)'s Right to accept or reject any Bid or all Bids:

PCDA (P) reserves the right to accept or reject any bid in part or full, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidders of the grounds for PCDA(P)'s action.

3.5 Notification of Award

- (a) Prior to the expiry of the period of bids validity, PCDA(P) will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted . Thereafter the bidder will have to submit performance security as mentioned in part IV of RFP.

(b) The notification of Award will constitute the formation of the Contract.

3.6 Signing of Contract

At the same time as PCDA(P) notifies the successful Bidder that its bid has been accepted, PCDA(P) will send the Bidder the Contract. The bidder will sign the same and return it to PCDA(P). No material deviations in the contract shall be allowed.

BID FORM (Technical Bid)

(To be submitted on the firm's letter head and signed by an authorized person.)

To,

The Group Officer (Admin Sn),
O/o The Principal Controller of Defence Accounts (Pension)
Draupadi Ghat, Allahabad – 211 014

Ref: Bid document No. AN/IV/TE

Dated: .05.2019

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for the said work as per the schedule of requirements and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to provide the said services in accordance with the schedule specified in the bidding documents.

If our bid is accepted, we will submit a bank guarantee equivalent to 10% of the contract price for fourteen months for the due performance of the Contract, in the form prescribed by the Principal Controller of Defence Accounts (Pension)

We agree to abide by this bid for a period of One hundred and twenty days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

WE DECLARE

1. That we are equipped with adequate Techniques and manpower for undertaking the said services for PCDA (P).
2. That we hereby offer to supply the services at the prices and rates mentioned in the Financial Bid.
3. That we enclose herewith the complete Technical Bid as required by you.
4. We have carefully read and understood the terms and conditions of the bid/ tender documents and the conditions of the contract applicable to the bid document and we do hereby undertake to provide services as per these terms and conditions.
5. Certified that the bidder is:
a sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

or

a partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

or

a company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorised to sign the bid document)

6. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this,.....day of.....2019

Signature of Bidder

Details of enclosures:

Full Address :.....
.....
.....

Telephone No :.....

Address :.....

Fax No :.....

E-mail :.....

Contact Person:.....

COMPANY SEAL

Vender Qualification criteria and EMD requirement.

Sl no.	Requirement	Vendor Response		
1.	EMD – Earnest money deposit of Rs 1,00,000/- To be enclosed	Bank Name DD. No Date :		
2.	Firm should be a PAN/TAN/TIN holder: Please enclose a copy of PAN no of the firm.	PAN:		
3	Firm should have a registered firm with company of registrar: Mention registration No. and GSTN number. Copy of the registration be enclosed	Regd No. PF No. ESIC No. GSTN No.		
4.	Company Profile Attached in given format at Para 6(b) of Part II of RFP.	Attached		
5.	Escalation Matrix of Service and Support (S&S) engineers. Please refer para 6(d) Part II of RFP.	Attached		
6.	Standing of Bidder - The firm should have at least three years working experience of successful installation of IP PBX System having minimum of 200 port in Government sector /PSUs / Listed Private firms doing Govt / PSUs Business. (Satisfactory Performance Certificates from at least three buyers to be enclosed in support).	Sl no.	Name of Buyer	Certificate No. & Date
		01		
		02		
		03		
7.	The minimum three work orders of the firm should be worth more than Rs 20 (twenty) lakh for the last three years.	Sl no.	Name of buyer	Amount of work order
		1.		
		2.		
		3.		
8.	Certified copy of I.T. return filed for the last 3 years [AY2016-17, AY2017-18 & AY2018-19] of the Agency.	Attached		
9.	Declaration about fraud and corrupt practices	Attached		
10.	Letter of acceptance of standard and special condition of RFP, which will formulate a part of Agreement.	Attached		
11.	Warranty and operational maintenance reproducing all points given at para 6(c) Part II of RFP at company pad.	Attached		
12.	Self-Certificate of Technical specification of the EAPBX system and auxiliaries as mentioned in Part II(B)of this RFP may be enclosed in support of acceptance of all technical specifications of the Bill of Material in the RFP. If any deviation / shortfalls, it may be recorded in a separate sheet.	Attached		

Note :- Technical Bids should be filled in all respect. Deviations if any, shall be mentioned with proper justification. Technical offer shall include detailed architecture drawing (with network level connectivity and system level connectivity) of IP PBX system.

Bidder Form (Financial Bid)

(To be submitted on the firm's letter head and signed by an authorized person.)

To,
The Group Officer (Admin),
O/O The Principal Controller of Defence Accounts (Pension)
Draupadi Ghat, Allahabad – 211 014

Ref: Bid document No. **AN/IV/TE**

Dated: .05.2019

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the financial bid for supply of services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to SITC of IP PBX System at the prices and rates mentioned in the Commercial Bid.

We do hereby undertake that, in the event of acceptance of our bid, the SITC of IP PBX System shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services. SITC of IP PBX System shall be executed by our trained and experienced staff who will report to the site in their uniform prominently displaying their photo identity card bearing full address, telephone no company stamp with signature of the authorised CFA.

We enclose herewith the complete Financial Bid as required by you. This includes:

- (a) Bid Letter
- (b) Price Schedule (Schedule to tender enquiry, quoting rates, duly signed & stamped.)
- (c) Statement of deviations from financial terms and conditions, if any.

We agree to abide by our offer for a period of 120 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

Certified that the bidder is:-

a sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor.

OR

a partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

OR

a company and the person signing the bid document is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document)

We do hereby undertake, that, in the event of our bid found technically and financially acceptable, and until formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated thisday of2019

Signature of Bidder

List of enclosures

Full Address:
.....

Telephone No.

Fax No. :

E-mail :

Contact Person :

Company Seal

Financial Bid Format

Financial Bid

Rates for carrying out Procurement, Installation, Testing, Commission, Certification, Documentation, Training and Maintenance of Communication server as IP PBX system as per technical specification and scope of work on turnkey basis at PCDA (P)

(Amount in Rs.)

Sr No.	Description	Unit	Quantity	Unit Rate	Total Price	Rate of GST	GST Amount	Total Amount
1.0	Supply and Installation of IP PBX system with voice and data gateway for 1000 ports . The following capacities shall be equipped and programmed in the system as per technical specifications: a) IP gateway card (1+1 spare) suitable for 500 IP extensions/trunks in combination of both with license b) 04 Port PRI gateway with echo cancellation c) 24 Port FXO/ FXS Gateway with SIP Trunk license for CO trunk circuits compatible with integrating paging system. d) Hot standby server with redundancy of all control cards & power supply units, interface cables, related software programming e) 2*100 Mbps or higher redundant optical fibre ports and other accessories required for interlinking communications servers f) System management software and Call Billing/Accounting & Call data recording software g) System management interfaces for local remote maintenance and related software programming h) External/internal music interface with Audio CD Player i) Minimum 5 party add on conference facility j) 12 port Auto attendant system for all extensions k) Emergency transfer facility for all CO lines l) Three years warranty after successful Commissioning of the system with deployment of one service engineer and one line man.	No.	01					

Sr No.	Description	Unit	Quantity	Unit Rate	Total Price	Rate of GST	GST Amount	Total Amount
2.0	IP/SIP Video Phones as detailed in the specifications with AC power adopter	No.	5					
3.0	IP/SIP Phones as detailed in the specifications	No.	450					
4.0	IP/SIP PoE Phones as detailed in the specifications	No.	45					
5.0	Installation, Integration , commissioning of IP PBX	Whole Job	01					
6.0	10 KVA online UPS along with installation wiring and maintenance for 3 Yrs	No.	01					
7.0	SMF Lead Acid Battery with suitable closed iron rack with gate.	No.	As per UPS input					
8.0	Overhead OFC and Internal Cat6 conduit Wiring for 64 no. of port including network accessories including managed PoE switch and other items.	No.	01					

Consolidated amount (In words): _____

Note :-

1. *The system shall be complete in all respect and shall not be limited to the BOM. All necessary hardware and software shall be supplied as a package to meet the specification requirement and trouble free operations. All the items required for commissioning of PBX system up to telephone instruments is in the scope of vendor. Therefore list down all such material in the BOM without fail.*
2. *All the network components shall be of industrial grade and of reputed make.*
3. *Price Bid shall be duly filled. Unit price of all individual items are STRICTLY to be mentioned, falling which offer is likably to be rejected.*

I/We hereby offer to carry out Supply, Installation, commissioning and comprehensive Maintenance at the prices and rates mentioned above in the Commercial Bid. Further I/We hereby also offer to carry out this service on the same price, terms and conditions for a further period of 12 months if the same is extended to me /us after successful completion of the work.

Income tax, Education Cess, Higher Education Cess or other Taxes and cess as notified by G.O.I. will be deducted on source from the invoice as per statutory rule.

Company Seal

Signature

Date: / /2019

[Authorised Signatory]

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with the Stamp Act)

Ref :

Bank Guarantee No. :

To
The Principal Controller of Defence Accounts (Pensions)
Draupadi Ghat, Allahabad – 211 014

Dear Sir,

Whereas you have entered into a contract No. _____ dated
__/__/2019 (hereinafter referred to as the said Contract) with M/s _____,
hereinafter referred to as the “seller” for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (10%) of total Contract value amounting to Rs. _____/-only (In words Rupees _____ only to secure its obligations to the President of India. The amount is liable to be forfeited / adjusted on the happening of any of the following:

1. If the Vendor withdraws his contract during the period of contract specified by the Vendor on the bid form.
2. If the Vendor, having been accepted the Award of contract and:
 - (a) fails or refuses to execute the contract within the stipulated time.
 - (b) fails or refuses to provide the satisfactory services.

2. _____ We the bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligor on behalf of the seller that, in the event that the President of India declares to us that the goods / services have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of Rs. _____ only (In words Rupees. _____ only).

3. _____ Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

4. _____ We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

5. _____ In no case shall the amount of this guarantee be increased.

6. _____ This guarantee shall be irrevocable and shall remain valid for 14 months from the date of acceptance of Contract or until all the conditions of services and documentation have been supplied according to the contractual obligations under the said contract. If any further extension of any guarantee is required, the same shall be extended to such required period on receiving instructions from M/s on whose behalf this guarantee is issued.

7. _____ Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

8. _____ This
 guarantee shall be a continuing guarantee and shall not be discharged by and change in
 the constitution of the Bank or in the constitution of M/s _____

In witness whereof the bank through its authorized officer, has set its hand and stamps on
 this day of, 2019.

Witness

(1) Signature.....	(2) Signature.....	
Name	Name	
(in Block Letters)	(in Block Letters)	
Designation	Designation.....	(Designation
with Stamp)	(Designation with Stamp))
Address	Address	
.....	
.....	
.....	

BID SECURITY FORM (EMD)

Whereas (hereinafter called the “Bidder”)..... has submitted its bid dated .../.../2019 (Date of submission of bid) for the execution of work (Name of work) (hereinafter called the “Bid”)

KNOW ALL PEOPLE by presents that WE(name of bank)..... of(Name of the country)...., having our registered office at(Address of Bank) , are bound unto(Name of Purchaser)..... (herein after called “the Purchaser”) in the sum of INR for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 2019

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of Authorized Officer of the Bank) _____
 Name and Designation and code [_____]
 Of authorised Officer / Branch Manager

Seal, Name & address of the Issuing Branch

Name and Address of Bidder _____

Model ECS Mandate Format

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

Credit Clearing Mechanism:

Sl No.	Description	Value
1	Customer's name	
2	Particulars of Bank Account :	
(a)	Bank name	
(b)	Branch name	
(c)	Address of Bank Branch with PIN Code	
(d)	Account number as appearing on Cheque Book	
(e)	Account Type (Saving/Current/Cash)	
(f)	09 Digit code MICR	
(g)	IFSC code	
(h)	Ledger number	
(i)	Ledger Folio number	
(j)	Telephone numbers	

Note:- Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.

3. Declaration / Date of Effect

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

Dated - / / 2019

(.....)

[Name & Signature of A/C Holder]

Bankers Certificate

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp and Date

Signature
Authorized Official/Branch Manager

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

I/We certify that last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority on a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part. We declare that-

- (a) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt, fraudulent, coercive or restrictive practices as defined in Part – I Section-B of General Instructions for tender of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprises on any Government, Central of State; and We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section-B of the terms and conditions of the documents, no person acting for us or on our behalf has engaged in any corrupt, fraudulent, coercive, or any other undesirable practices.
- (b) I/We certify that in regard to matters other than security and integrity of the country, we or any of our associates have not been convicted by a Court of law or indicated of adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.
- (c) I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of law. I/we hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account
- (d) I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/ Employees.
- (e) This is to certify that I/We before signing the special terms and conditions have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves abide by the said terms and conditions.
- (f) I/We will abide by the Minimum Wages Act, Contract Labour Act etc. as applicable from time to time for the workers employed. The number of persons employed will be adequate to provide quick and efficient service. The capacity of the machinery deployed will be well sufficient to perform the respective tasks of pipe erection.
- (g) I/We shall provide quality services to the Buyer with amenities as mentioned in the said terms and conditions.
- (h) I / We agree that I / We have no objection if enquiries are made to our clients to verify the facts submitted by us.

DECLARATION

I/we also certify that the above information is true and correct in every respect and in any case at a later date it is found that any details provided by us are incorrect, any contract given to the above firm may be summarily terminated and I / We are liable to be debarred and blacklisted.

Company Seal
Date

(Signature of Authorized Signatory)
Named rubber stamp of authorized signatory

:

Format of Letter of acceptance of standard and special condition of RFP, which will formulate a part of Agreement. The letter should be clearly typed on the letter head of the bidder Firm / Company in original ink signed by the authorized signatory

**To,
The Principal Controller of Defence Accounts (Pensions)
Ministry of Defence, Government of India
Draupadi Ghat , Allahabad – 211014**

Sub :- Letter of Acceptance

Ref :- RFP No. AN/IV/TE

Dated : /05/2019

I / We (Name of Firm) _____ hereby having registered office at _____ declares that

I/We declare that the system shall be complete in all respect and shall not be limited to the BOM. All necessary hardware and software shall be supplied as a package to meet the specification requirement and trouble free operations.

I/ We have gone through the terms and conditions mentioned in this RFP and accepts the standard and special conditions mentioned there in which would formulate a part of agreement, if the award of contract has been awarded to us. All the conditions would be binding on us during the execution of contract.

I/We have agreed to deploy the manpower as per their qualification and experience to carry out the above work and have a well established human resource management to handle deployment and other issues.

I/We have a technical and financial capacity of develop, Install, Commissioning and maintenance of IP PBX System with well established after sale service mechanism to resolve the grievances/service request as per buyers requirement and would be abide to provide as per the “Service Level Agreement” mentioned in the proposal.

(Signature of Authorized Signatory)

Date :

Named rubber stamp of authorized signatory

Company Seal

SPECIMEN FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

Solvency Certificate

No. _____

Date: / /2019

**To,
The Principal Controller of Defence Accounts (Pensions)
Ministry of Defence, Government of India
Draupadi Ghat , Allahabad – 211014**

This is to certify that to the best of our knowledge and information that Ms/Sri. having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... only (Rupees). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

Bank's Stamp and Date

(Signature)
Authorized Official/Branch Manager

NOTE: - In case of partnership firm, certificate to include names of all Partners as recorded with the Bank.

Proforma for Self-Certificate for acceptance of technical specification of the IP PBX system and its auxiliary items

To,
The Principal Controller of Defence Accounts (Pensions)
Ministry of Defence, Government of India
Draupadi Ghat , Allahabad – 211014

Sub :- Certificate for acceptance of technical specification of the IP PBX system
and its auxiliary items

Ref :- RFP No. AN/IV/TE

Dated : /05/2019

**I / We (Name of Firm) _____ hereby having registered office
at _____ declares that**

**I/ We have gone through the terms and conditions mentioned in this RFP and accepts
that the technical specification of the IP PBX system and its auxiliary items are as per
technical specification mentioned in the RFP. If any deviation is found at any stage I /
We would liable to reject the item and would supply the new of the same or higher
specification without any extra cost to Buyer.**

Company Seal

(Signature of Authorized Signatory)

Date :

Named rubber stamp of authorized
signatory

Check List for Bid/Tender Submission

The following check-list must be filled in and submitted with the Technical Bid/Tender document:

Sl No.	Description	Vendor Response	Page or Index no.
1	Has this bid document been issued to you / downloaded from the official site of PCDA(Pensions) Allahabad www.pcdapension.nic.in ?	Yes/No	
2	Have you attached the Technical Bid and commercial Bid in separate envelope placed under One envelope clearly mentioning the RFP no. and date?	Yes/No	
3	Have you submitted EMD /Exemption certificate?	Yes/No	
4	Have you submitted PAN/TAN/TIN/ along with documentary proof?	Yes/No	
5	Have GSTN submitted along with documentary proof?	Yes/No	
6	Have you submitted Registration no. of company along with documentary proof?	Yes/No	
7	Have You submitted the company profile on company pad? (including clientele list)	Yes/No	
8	Have you submitted necessary documents in proof of a. turn over b. Performance c. Experience? If exempted under clause 6.1 (Eligibility criteria of RFP), necessary certificates must be enclosed in support.	Yes/No Yes/No Yes/No	
9	Have you submitted Acceptance letter as per RFP? (including SLA)	Yes/No	
10	Have You submitted Escalation Matrix of the S&S and IT department?	Yes/No	
11	Have you submitted Declaration about fraud and corrupt practices?	Yes/No	
12	Have you attached copies of relevant work orders from Govt. Department / PSUs/ Listed private firm?	Yes/No	
13	Have you submitted the Bids on original memos of Company, duly signed and stamped on each page?	Yes/No	
14	Have you submitted a copy of IT returns for last three Years?	Yes/No	
15	Have attached documents related to all requirement are self attested?	Yes/No	
16	Have you attached Bank solvency certificate?	Yes/No	
17	Have You submitted certificate for acceptance of technical specification of the IP PBX system and its auxiliary items?	Yes/No	
18	Have You Submitted any other relevant document necessary for this RFP to submit additional information?	Yes/No	

Signature of Bidder

ANNEXURE -1

SLA/Warranty Term and condition

1. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor, that may develop under normal use of the supplied products in the conditions prevailing in India.
2. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of installation or 39 months from date of delivery, whichever is earlier.
3. Licences/Latest Updates of the System Software/off-the-shelf Software will be provided to the PCDA(P) as per the general conditions of sale of such software.
4. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
5. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport. The engineer must reach on site, PCDA(Pensions), within 12 hours for rectification of the fault after lodging of the complaints.
6. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
 - a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
 - b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 09.30 A.M. to 6.00 P.M. on all working days (viz. Monday to Friday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the PCDA(P), with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at PCDA(P)'s premises or at the premises of The VENDOR.
 - c) The VENDOR shall ensure that faults and failures are set right within 6 (six) hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.
 - d) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made available at no cost to the PCDA(P).

- e) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
 - f) The PCDA(P) shall maintain a register in which, the PCDA(P)'s representative shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the PCDA(P)'s official. The original of the field call report shall be handed over to the PCDA(P)'s official.
 - g) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of PCDA (P).
 8. The VENDOR's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
 9. However if PCDA (P) desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. The PCDA(P) shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to PCDA(P) in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.
 10. PCDA (P) shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
 11. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
 12. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the PCDA(P).

13. Preventive maintenance (PM)

The service provider has to be carried out preventive maintenance on monthly basis. Activities not limited to the following should be carried out during the preventive maintenance:-

- (a) Checking of all equipments (i.e Server, router, Modems, Switch, IP Phones and Head Phone etc.)
- (b) Checking of the power supply, earthing and connectivity among equipments and proper dressing of cables connected to server, router, modems, switch, IP Phones and others.
- (c) Cleaning of the equipments / accessories.
- (d) Any other Job relating to servicing / maintenance.
- (e) Vendor will be liable to penalize 0.5 % of the held up amount (i.e 15% of the total cost of the contract) if the PM work is not done in that particular month subject to maximum of 10%. The amount will be deducted from the next Bill due.
- (f) Vendor shall maintain a systematic record of preventive maintenance and rectification / repairs duly vetted by the authorized person by PCDA(P) in an approved format. Reports carried out for Preventive maintenance and rectification / repairs has to be submitted to the officer in charge Admin Sn on quarterly basis for records and carry out necessary studies.

14. Breakdown Maintenance Service / Service level Agreement (SLA)

Not less than 99% of the serviceability of the IP PBX would be ensured on each quarter basis. In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide corrective measures / maintenance service to make the equipment/system serviceable. The vendor has to ensure that all the complaints lodged at / by the AN Sn (Telephone Exchange), PCDA(P) are attended to and rectified within the shortest possible time. Test for correct functioning of equipment(s) / Systems will not be limited to diagnostic but will also include complete integration testing and corrective action, if required. Standard Operating Procedure (SOP) for resolution of complaints and restore the service a standard operating procedure will be as below:-

Sl no.	Service Level	Complain Resolution time
1	Maximum Response time of Complaint. Complaint would be conveyed to service provider through any of the medium (i.e from Oral, Telephone, email, Fax, Letters etc.)	06 Hours
2	First level diagnostic and resolve time if possible without lodging complaint to OEM service Centre	24 Hours
3	Resolve and response time of errors if call log to OEM Services in case of Licenses/ software errors and minor rectification of Hardware errors of OEM server, Gate way Cards, Switch, IP Phones and others	72 Hours
4	Major Rectification / Replacement of Hardware if needed including complete integration testing and corrective action	120 Hours

If the complaints / call is not resolved within the resolution time frame of SLA or no standby equipment(s) is / are provided by the vendor, recovery / compensation will be invoked as per rate mentioned at para 11 of this RFP.

Exclusion : The service do not cover maintenance services required to repair damage to equipment arises out of natural calamities / accidents such as Fires, Floods, Windstorms, Riots, Strikes, rodents and acts of state / enemy or any other events beyond the control of service provider.

The supplier shall not assign in whole or in part, the obligations to perform under the contract to any third party.

15. Recovery / Compensation:

15.1. In case of resolution of complaint(s) beyond SLA

Sl no	Description	Compensation
1	Non Response of complaint beyond SLA time of 06 Hours.	Up to 24 Hrs - NIL Beyond 24 Hours to 72 Hrs – Rs. 100/- per day Beyond 72 Hours – Rs.10/- per Hour from the date and time of lodge of complaint or fraction thereof limited to Rs 500/- per day
2	Non lodging of complaint to OEM if the error could not be resolve by service provider beyond 24 Hours.	Rs 250/- Per day
3	Non resolution of complaint/ reinstating IP PBX Service beyond SLA time frame of 72 Hours. (excluding the errors which require rectification/replacement of hardware)	Rs.500/- Per day
4	Non Replacement / Non repair of damaged Hardware beyond SLA time frame of 120 Hours. (including complete integration testing and corrective action)	Rs. 750/- Per day

For Individual IP phone

Sl no	Description	Compensation
1	Non Response of complaint beyond SLA time of 06 Hours.	Up to 24 Hrs - NIL Beyond 24 Hours- Rs. 20/- per day for normal IP phones Rs. 50/- per day for Video IP phones

Note :- The compensation amount may be waived off in full or part by the PCDA(P) if the vendor will be able to justify his reason that was beyond his control with a details of efforts made by his company to honor the SLA.

15.2 In case of damage of equipment(s):

- (a) Outside the PCDA(P) premises : whenever any equipment is taken out of the premises of PCDA(P) for repair or other purposes, the transportation and safe custody of such equipment will be service provider's responsibility. In case of any loss / damage to equipment or part there of (including plastic parts) will be noticed by users on return PCC,PCDA(P) is liable to make recoveries equal to the market price of that equipment through BG (Bank Guarantee / Security deposit) of the company or through MRO and others mutually agreed by both the parties.
- (b) Within the PCDA(P) premises : In case of damage or loss of the equipment(s) due to reasons beyond the control of the PCDA(P), like Theft, Fire etc the service provider should be in a position to supply standby equipment(s) with same of higher configuration till the time the PCDA(P) arranges new equipment.
- I. In case of supply of such standby equipments, the AMC charges for the lost / damaged equipment will be paid to the service provider on the approved rates on pro-rata basis for the duration for which the equipment worked at PCDA (P).
 - II. In case the service provider fails to make such arrangement the AMC charges for the loss / damaged equipment(s) for the remaining AMC period will not be paid by the PCDA(P). The AMC for the loss / damaged equipment(s) shall cease immediately.

16. Method of Complain booking / Call log: complaint(s) will be booked through e-mail / Telephone / Oral or by writing etc. The downtime / breakdown period will be reckoned from the date and time of lodging of the complaint by the authorized officials /Telephone Exchange, PCDA(P) Allahabad.

Complaint resolution :-

- (a) Record of down time of equipment(s) will be maintained by the PCDA(P) and will be binding on both the parties.
- (b) All reports of complaint resolution / closure will be timed stamped and submitted to Telephone Exchange, PCDA(P) by the representative of vendor for signature by the authorized official of PCDA(P).

17. Conditions of deployment of personnel by Service provider:

- 17.1. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category in Annexure "A" Scope of Work (SOW) and schedule of requirement (SOR).
- 17.2. The persons deputed by the service provider must be at least ITI / three year diploma holder from reputed institute and have suitable experience of functioning of IP PBX System.
- 17.3. The persons supplied by the Service provider should not have any Police records/criminal cases against them. The Service provider should make adequate inquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the Service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details,

previous work experience, proof of residence and recent photograph and a certification to this effect submitted to PCDA (P). The Service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

- 17.4. The Service provider shall engage necessary persons as required by this PCDA (P) from time to time. The said persons engaged by the Service provider shall be the employee of the Service provider and it shall be the duty of the Service provider to pay their salary every month. There is no Master & Servant relationship between the employees of the Service provider and PCDA (P) and further that the said personnel of the Service provider shall not claim any absorption / employment with PCDA (P).
- 17.5. The Service provider's personnel shall not claim any benefit/compensation/absorption/regularization of services from/in this PCDA (P) under the provision of Industrial Disputes Act 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the personnel to this effect shall be required to be submitted by the Service provider to PCDA (P).
- 17.6. The Service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how (i.e IP addresses, router and switch configuration or network design), security arrangements, and administrative/organizational matters as all are of confidential/secret nature.
- 17.7. The Service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of PCDA (P). The Service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 17.8. The persons deputed by the Service provider shall not be below the age of 18 years and they shall not interfere with the duties of the employees of PCDA (P).
- 17.9. PCDA (P) may require the Service provider to dismiss or remove from the site of work, any person or persons, employed by the Service provider; who may be incompetent or for his/ her/their misconduct and the Service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to the PCDA (P) because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 17.10. The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- 17.11. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking & loitering without work.
- 17.12. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
- 17.13. The Service provider shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by him and PCDA(P) shall not be a party to any dispute arising out of such deployment by the Service provider. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of PCDA(P).

- 17.14. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 17.15. That the service provider will be wholly and exclusively responsible for payment of salary to the persons deployed / engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time. The Service provider should ensure payment to the Service engineers not below the minimum wages as per Minimum Wages Act, 1948 as revised to the skilled/unskilled workers should strictly be adhered to. Other conditions of the above Act will also be applicable. PCDA (P) shall not incur any liability for any expenditure whatsoever on the persons employed by the service provider on account of any obligation.
- 18. Penalty Clause:** If the Service provider fails to resolve the OEM complaint / repair or replace the faulty parts of the equipment within 15 days of Call Log other than force measure during the entire period of agreement, then the **Service provider will be liable to penalized as below.**
- (a) Up to 2nd Instance – Written Warning along with imposition of recovery /compensation cited at para 11 Part IV of RFP.
- (b) Third Instance – Forfeiture of PBG, submitted as “Performance Guarantee” and other due to PCDA(P). Termination of contract and Black listing of Firm.
- 19. Proprietary rights:** Any programs, data or other materials furnished by PCDA (P) for use by Service Provider in connection with the Services performed under this Agreement shall remain the sole property of PCDA (P). All such materials shall be returned to PCDA (P). Rights in all other programs, data or other materials shall belong to and vest in PCDA(P).
- 20. Independent contractors:** In the performance of this Agreement, the service provider together with its staff, is acting as an independent contractor and not as an employee or agent of PCDA(P) or any other organization connected with PCDA(P).
- 21. Dispute Resolution:** Any dispute or differences arising out of or in connection with this Agreement, which is not resolved amicably within 15 days of the dispute or difference coming to the notice of both the Parties, shall be resolved by arbitration of a single arbitrator. Both the Parties shall appoint the arbitrator mutually. In case of disagreement on the choice of the arbitrator, the Parties shall agree upon the arbitrator appointed by the President of the Indian Council of Arbitration. The award of the arbitrator shall be final and binding on the Parties. The arbitration shall be conducted in accordance with and be governed by the Rules of the Indian Council of Arbitration. The language of arbitration shall be English and the venue of arbitration shall be Allahabad, India.
- 22. Waiver:** The failure by either Party at any time to require performance of the other Party of any provision of this Agreement shall in no way affect the right of such Party thereafter to enforce the same provision, nor shall the waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.
- 23. Force Majeure:**
- Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within **(07 days)** of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the

party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

24. CONFIDENTIALITY:

- 24.1 The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to PCDA(P) will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. the 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 are fully satisfied. In the event of any loss to the PCDA(P) in divulging the information by the employees of the VENDOR, the PCDA(P) shall be indemnified. The VENDOR agrees to maintain the confidentiality of the PCDA (P)'s information after the termination of the agreement also.
- 24.2 The VENDOR/ PCDA(P) will treat as confidential all data and information about the VENDOR/ PCDA(P)/Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

25. Transition Clause:

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the PCDA(P) at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the PCDA(P) shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the PCDA(P), at no extra cost to the PCDA(P), for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty on demand to the PCDA (P), which may be settled from the payment of invoices for the contracted period.

--@#@#@#--

ANNEXURE - 2

PROFORMA OF CERTIFICATE TO BE ISSUED BY THE PCDA(P) AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE SYSTEM

Date:

M/s.

Sub: Certificate of commissioning of Solution

1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

a) Bid No. _____ dated _____

b) Description of the Solution _____

c) Quantity _____

d) Date of commissioning _____

e) Date of acceptance test _____

2. Details of products not yet supplied and recoveries to be made on that account:

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
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3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Product.

4. The Vendor has fulfilled his contractual obligations satisfactorily*
or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

- (a)
- (b)
- (c)

5. The amount of recovery on account of non-supply of Products is given under Para No. 2.

6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

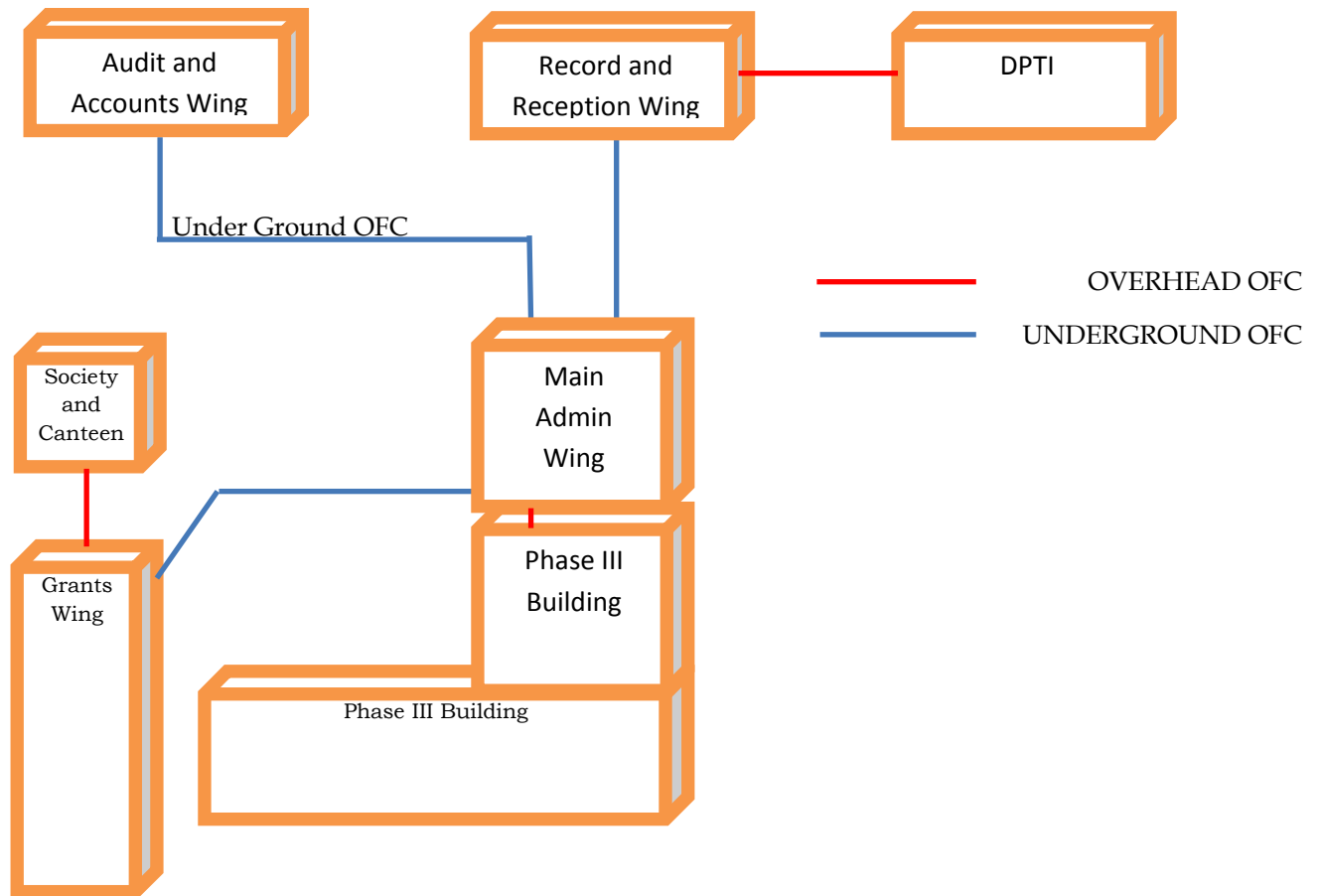
Name _____

Designation with stamp _____

* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- (b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the Vendor as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

Proposed Layout



1. Wiring from the IP PBX (EDP DATA CENTRE – Phase III Bldg) to various locations of the office is done through underground OFC. Wiring of Overhead OFC between Record wing and DPTI is under the scope of work.
2. Installation and commission of IP PBX and Phone sets within premises will be on buyers LAN. Internal wiring for IP Telephone sets at DPTI and some other places is under the scope of work.