



No. Estt-GD/Audit/Quotation/EPABX/2018-19/946 Dated: 25.02.2019

To

computer cell
(website)

Subject: Quotations for Annual Maintenance of EPABX.

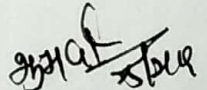
Sealed quotations are invited for the Annual Maintenance of EPABX (TADIRAN FLEXICOM-400) system exchange installed in the office of Pr. A.G. (Audit), H.P.Shimla. The clauses and conditions of AMC are specified in the agreement. The terms of agreement can be downloaded from the official website of the office aghp.cag.gov.in/PAG

The items of EPABX for which the Annual maintenance is required are detailed in the table below:-

Sr.No	Item of EPABX	Year of Purchase
1	TADIRAN FLEXICOM-400 exchange system equipped with 130 extensions	2009
2	Graphical Digital Console	2009
3	PRI Line Card	2017
4	Caller ID Display Card	2017

Terms and Conditions of AMC

- The Authorised Dealer Certificate of TADIRAN FLEXICOM is mandatory
- The period of AMC will be for one year from date of agreement
- All the quotations should be submitted In Room No 128, Gorton Castle Building personally or through registered post by 8th March 2019 till 3 P.M
- Sr. DAG (Admn) has the right to reject any quotation without any reason
- The envelope containing quotation should have written "Quotations for AMC of EPABX"


Audit Officer
Estt (GD)

ANNUAL MAINTENANCE CONTRACT FOR THE YEAR 1-1-19 to 31-12-19

1. This document together with the documents attached hereto duly signed by -----
----- (hereinafter referred to as Firm) and Pr.Accountant
General (Audit), Himachal Pradesh, Shimla-171003 (hereinafter referred to as
CUSTOMER) constitutes the entire binding CONTRACT entered into by and conditions
specified in this document and in Annexure-A.

2. This CONTRACT shall remain in force for a period of one year commencing from -
----- to -----.

3. EQUIPMENT AND CHARGES

The firm's obligation towards maintenance shall be limited only to the Equipment
listed in Table below -- for which customer shall pay the FIRM the Annual Maintenance
Charges of Rs. ----- (Rs. ----- Only). These charges include GST @ 18%.

Sr.No	Item of EPABX	Price	Year of Purchase
1	TADIRAN FLEXICOM-400 exchange system equipped with 130 extensions	5,55,000	2009
2	Graphical Digital Console	23,920	2009
3	PRI Line Card	65000	2017
4	Caller ID Display Card	55000	2017
	Total	698920	

4. MAINTENANCE SERVICES

4.1 This includes maintenance of FLEXICOM 400 EPABX system equipped with 105 extensions or more if increased in future, OP console & telephone sets and all items included in table above. The break down maintenance of the equipment will be carried out at customer's request. The FIRM shall carryout preventive maintenance as required periodically during the normal working hours of the customer's office. The customer shall arrange to procure spare parts and consumables as recommended/supplied by the Company at an additional cost as and when required. Necessary guidance shall be provided in this regard by the authorized personnel of the FIRM.

4.2 The firm's obligation or maintenance services are limited only to the equipment list in clause 3 above including equipment added to this CONTRACT under clause-6 and do not include any obligation towards maintenance of any other attachments or accessories or external works.

4.3 The service engineer would be reporting to In-charge Establishment-GD Section within 8 hours of the maintenance call and attend problems under his direction. The service engineer should respond to all telephone calls made by AAO (In-charge) Establishment-GD Section.

4.4 The firm/Service engineer in writing may give reasons for non-rectification of fault to CUSTOMER within 48 hrs.

5. **OBLIGATIONS OF THE DEPARTMENT**

The CUSTOMER will pay to the firm the Annual Maintenance Charges of Rs. -----
------(Rs.----- Only) in half yearly installments after the completion of each half.

6. **ENHANCEMENT/UPGRADATION OF EQUIPMENT**

The CUSTOMER shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance from being performed or unreasonably increase the Contract's cost. Wherever any changes of enhancement in the equipment results in an adjustment or maintenance charges, the same shall be payable from the date of installment of the additional features. All engineering changes generally adopted by the firm for the equipment similar to that covered by this CONTRACT shall be made in the equipment at no cost of the CUSTOMER.

Individual items of equipment and repair and maintenance service charges for such equipment may be added to or withdrawn from Annexure-A of this Contract by mutual written consent of both the parties.

7. **EASY ACCESS AND CO-OPERATION**

7.1 To enable the FIRM to discharge their obligations under this CONTRACT, CUSTOMER shall give the FIRM full easy access to the equipment without charge.

7.2 For necessary consultation during trouble shooting of faults, customer shall make available to the FIRM appropriate staff familiar with Customer's programme and operation of the equipment.

7.3 If at Customer's site, while carrying out maintenance of instruments etc. the CUSTOMER shall provide, on request, suitable space and safe custody without charge.

8 MOVEMENT OF EQUIPMENT

8.1 Where any equipment (or) part thereof is required to be moved, the Firm will take necessary permission from CUSTOMER before the movement of the same.

8.2 The CUSTOMER shall provide the facilities for moving the equipment; otherwise, all charges in respect of moving the equipment shall be paid by the customer. However, the FIRM will bear the charges in respect of shifting the equipment from the CUSTOMER's place as desired by the FIRM for replacement/repair and from FIRM's place to the CUSTOMER's place. The charges for moving stand by machines will also be borne by the FIRM.

8.3 Maintenance during the movement of the equipment or any part thereof shall continue to be looked after by the FIRM.

9. TERMINATION OF CONTRACT

9.1 The contract shall be terminated automatically if CUSTOMER fails mutually agreed payment of additional charges claimed by the FIRM to carry out repairs or replacement necessitated by the causes such as misuse, neglect or accident on the part of CUSTOMER or any third party, or because of damage caused due to an act of God or natural calamity.

9.2 Either the FIRM or CUSTOMER at their option may terminate this contract at any time by giving thirty days' notice to the other party.

9.3 On termination of this contract in both of the above cases, neither party shall be entitled to get any compensation or benefits from the other party except that penalties levied as per clause 10 and CUSTOMER shall immediately make all the payments due to the FIRM that are still outstanding at that time.

10. PREVENTIVE MAINTENANCE

Preventive maintenance will be done monthly. However, fault response time will be 24 hours and rectification time will be 48 hours from the time of reporting fault. The successful bidder shall have to deposit performance security 10% of the Annual Contract Price ^{of the successful bidder} in shape of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, and Bank Guarantee from a Commercial bank

11. FORCE MAJEURE

The FIRM shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this CONTRACT if the failure or delay result from any of the following.

"Act of God, refusal of permission or other Government act, fire, lightening, explosions, accident , industrial dispute and the like which render it impossible or impractical for the FIRM or any other cause or circumstances of whatsoever nature beyond FIRM's control."

12. LIABILITY AND INDEMNITIES

The FIRM represents and warns that the repair and maintenance service/produce hereby sold do not violate or infringe in upon any patent, copyright, trade secret or other property right of any other person or entity. The FIRM agrees that it will, and hereby does, indemnify CUSTOMER from or arising out of any breach or claimed breach of this warranty.

13. CONFIDENTIALITY

The FIRM acknowledges that all material and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof consist of confidential and proprietary data, whose disclosure to or use by third party will be damaging or cause loss to department. The FIRM agrees to hold such material and information in strict confidence, not to make use thereof other than for the performance of this CONTRACT, release it only to the employees requiring such information and not to release, or disclose it to any other party. The FIRM shall take appropriate action with respect to its employees to ensure that the obligation of non-use and non-disclosure of confidential information under this CONTRACT are fully satisfied.

14. ASSIGNMENT

The CUSTOMER (or) the FIRM shall not assign this contract or any part thereof without written consent between the parties.

15. JURISDICTION AND ARBITRATION

In case of any dispute or any differences if arising out at any point of time between the parties in respect of this agreement, the same will be resolved by mutual discussion. If not resolved by mutual discussion, then in accordance with the subject to the provision of the Indian Arbitration Act, 1940 and only Court at Shimla shall have jurisdiction in all matters arising out in respect of this CONTRACT.

In witness whereof the said ----- hereunto set their hands and seal at SHIMLA this day of -----.

Sr. Dy. Accountant General (Admin)
Office of the Pr Accountant General (Audit)
H.P. Shimla-171003

M/s -----

