

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH
GOREGAON (EAST), MUMBAI**

TENDER DOCUMENT

FOR

Annual Maintenance Contract of Telephone System (Including Instruments & cabling) at IGIDR

NIT No.: IGIDR/Tender/2023/ED/18 Date: 05.07.2023

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

Gen. A.K. Vaidya Marg, Film city Road, Santosh Nagar, Goregaon (East), Mumbai-400065.

Telephone: 022 6909 6200/502/9920153014. Fax: 022 6909 6399.

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI

Notice Inviting Tender

“NAME OF THE WORK: “Annual Maintenance Contract of Telephone System (Including Instruments & Cabling) at IGIDR” at INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065.”

1. IGIDR invites bids from vendors/contractors of repute for the following work:

Name of work	Estimated Contract Value (Rs.)	EMD (Rs.)	Period of Contract
(1)	(2)	(3)	(4)
Annual Maintenance Contract of Telephone System (Including Instruments & Cabling) at IGIDR	3,50,000.00 (With GST)	Rs. 7,000.00	1 Year

The tenders are being invited for the work as mentioned above. IGIDR MUMBAI reserves its right to award the work to the successful bidder.

2. Bidder has to deposit Earnest Money of **Rs.7, 000.00** (Rupees Seven Thousand only) along with the bid.
3. The tender bids in two bid systems are invited through two separate Emails to tender@igidr.ac.in : “**Email-1: EMD and Pre-qualification/Technical Bid**” and “**Email-2: Financial bid**”. The subject of the email should be mentioned as “**Email-1: EMD and Pre-qualification/Technical Bid for Annual Maintenance Contract of Telephone System (Including Instruments & Cabling) at IGIDR**” and “**Email-2 Financial bid for Annual Maintenance Contract of Telephone System (Including Instruments & Cabling) at IGIDR**” respectively. All the bid documents should be attached as a PDF document or zip file and the financial bid file should be protected with a password.
4. The last bid submission date shall be till **26.07.2023 end of the day**.
5. The Institute reserves the right to reject any prospective application without assigning any reasons whatsoever.
6. Before quoting the rates, the bidder should inspect the site and understand the nature and scope of the work.

REGISTRAR

SECTION 'A'

Letter of Offer

Date _____

To,
The Registrar,
Indira Gandhi Institute of Development Research,
Gen. A.K. Vaidya Marg, Film city Road,
Goregaon (East), Mumbai- 400065.

Subject: Tender for “Annual Maintenance Contract of Telephone System (Including Instruments & Cabling”
Reference: Tender Advertisement No. IGIDR/Tender/2023/ED/18 dated 05.07.2023

Dear Sir,

With respect to your above-mentioned tender, I / We hereby submit my / our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

I/We have deposited **NEFT/DD/FDR/BG** of **Rupees Seven Thousand only** or MSME exemption Certificate as earnest money to the IGIDR, which will not bear any interest. Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the IGIDR.

I / We have carefully gone through the terms and conditions prescribed, and I / We accept the same without any alterations/modifications.

Yours faithfully,

Signature

Name & seal of bidder

**To be submitted on company/firm letterhead with sign and stamp on it.*

SECTION ‘B’
GENERAL INSTRUCTIONS TO BIDDERS

Email tender bids should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065.

1. Bidder has to deposit Earnest Money of **Rs.7, 000.00** (Rupees Seven Thousand only) through NEFT/DD/FDR/BG to “INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI” Account No. 010220100010001, IFSC code: BKID0000102, Branch name: IGIDR, Bank Name: Bank of India and UTR number with a screenshot of the transaction should be included in the part of the tender document towards Earnest money.
2. The bidders registered under MSME are exempted from submission of EMD, but they should submit the necessary copy of the MSME certificate for exemption.
3. The tender bids in two bid systems are invited through two separate Emails to tender@igidr.ac.in “**Email-1: EMD and Pre-qualification/Technical Bid**” and “**Email-2: Financial bid**”. The subject of the email should be mentioned as “**Email-1: EMD and Pre-qualification/Technical Bid for Annual Maintenance Contract of Telephone System (Including Instruments & Cabling) at IGIDR** and “**Email-2: Financial bid for Annual Maintenance Contract of Telephone System (Including Instruments & Cabling) at IGIDR**” respectively. **All the bid documents should be attached as a PDF or zip file.**
4. All the required documents should be scanned and merged into a single PDF file or zipped into a single file and attached to the respective emails. **The Financial bid should be attached as a PDF document protected with a password, and the password to be shared at the time of the financial bid opening through an online meeting. The vendor should keep their password securely with them and be required to give it only when asked in an online meeting for financial bid opening.**
5. The bids will be received by 26.07.2023 end of the day. Each copy of the tender document is under their stamp and signature. No tender will be accepted after 26.07.2023 end of the day under any circumstances whatsoever.
6. The Email bid with the subject “EMD & Pre-qualification/Technical Bid for Annual Maintenance Contract of Telephone System (Including Instruments & Cabling) at IGIDR” shall be opened by the tender opening committee on the next day **27.07.2023 at 02:00 pm**, through online meeting platform. The link to the meeting will be shared with participating bidders. If the Government declares a holiday on the day of opening the bids, the bids will be opened on the next working day at the same time.
7. The Email bid with the subject “Financial bid for Annual Maintenance Contract of Telephone System (Including Instruments & Cabling) at IGIDR” of only qualified bidders will be opened. Institute shall

inform the date of opening of the price bid to the qualified bidders. The Institute shall notify the date of the financial bid opening and link for online meeting to the qualified bidders. **The bidders should provide the password of the financial bid PDF file during the opening of the financial bid. If the bidder can NOT give a password for a financial bid at the opening, their bid shall be rejected.**

8. The tender bid shall remain valid for acceptance by the Institute for Three months from the date of opening of the bid, which period may be extended by mutual agreement, and the bidder shall not cancel or withdraw the tender during this period.
9. The bidder must use only the tender forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the tender form made by the bidder shall not be valid and shall be treated as null and void.
10. The tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Institute in its discretion.
11. Rates should be quoted in figures and words in the specified columns. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Institute's option. No advice whatsoever, especially on any change in rate specifications after the opening of the tender, will be entertained.
12. Each Page of the Tender document should be stamped and signed by the authorized person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the General Conditions of the contract. General specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.
13. A tender that is not accompanied by EMD will not be considered. The EMD will be returned to the bidder if their tender is not accepted by the Institute but without interest. The EMD paid by the successful bidder shall be held/encashed by the IGIDR as security for the execution and fulfillment of the contract. No interest shall be paid on this deposit. The EMD of the successful bidder may be converted into Performance Security Deposit. The security deposit of the successful bidder will be forfeited if they fail to comply with any of the conditions of the contract. No interest will be paid on Security Deposit withheld by the Institute.
14. Tenders incomplete in any form will be rejected outright; conditional offers will not be accepted.
15. Institute does not bind itself to accept the lowest or any bid and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
16. On receipt of intimation from the IGIDR of the acceptance of his/their tender, the successful vendor/contractor shall be bound to sign the formal Contract and within seven days thereof, the successful vendor/contractor shall sign an agreement and the Schedule of Conditions but the written acceptance by Indira Gandhi Institute of Development Research and the Contractor so, whether such

formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for the execution of the agreement shall be borne by the successful vendor/contractor.

17. No bidder will be allowed to withdraw after submission of the tender: otherwise, the EMD submitted by the bidder would stand forfeited. In case the successful bidder declines the offer of a contract (or refuses to acknowledge or execute the contract within 15 days of award of order), for what-so-ever reasons, their EMD will be forfeited.
18. **The intending bidder can obtain any clarifications regarding the tender document, scope of work, etc., if any, by contacting Mr. Amit Gaikwad (Estate Officer) by email amitg@igidr.ac.in or mobile – 022 6909 6507 or from the Estate Department of the Indira Gandhi Institute of Development Research, Goregaon, Mumbai-400 065 on any Institute`s working day.**

I/We hereby declare that I/we have read and understood the above instructions which will remain binding upon me/us.

Place:

Signature of the bidder with seal

Date:

SECTION 'C'
SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. Permission if any, required from the local bodies shall be obtained by the successful bidder at his cost.
3. The successful bidder shall employ adequate number of persons as agreed to by the Institute for satisfactory fulfillment of his contractual obligations as per this agreement and shall provide adequate number of persons with appropriate training and experience, at its own expense, for the proper discharge of the responsibilities entrusted to them.
4. The successful bidder shall decide the mode and manner of work to be done by his workmen.
5. The successful bidder shall execute a necessary agreement with the Institute within 07 days of issuance of the work order/declaration as the Successful Bidder, whichever is earlier.
6. The successful bidder shall use only approved brand materials if any are required.
7. The work has to be carried out with the least inconvenience to the community members.
8. The successful bidder has to obtain permission from the local authorities as per the existing local bye-laws for such works, and the charges/fees, if any, must be borne and paid by the contractor.
9. The successful bidder should have a valid labour license from Labour Commissioner wherever the number of laborers engaged is 50 or more.
10. The successful bidder should ensure to fulfill all the statutory norms or applicable labour laws from time to time and indemnify the Institute for any claim in this regard.
11. The successful bidder shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only upon producing the photo pass issued by the Institute.
12. The successful bidder has to line up the candidates/staff to be deputed for the said contract in the Institute, and the Institute reserves the right to select the candidates from the same. Any workers absorbed from the existing workmen if any are deemed to be selected candidates.
13. The successful bidder has to transfer the payment of wages to his labour/staff to their respective bank account only before the 07th day of every month. The contractor shall attach a copy of the bank statement for salary transfer to his labours/staff to be furnished along with the next month's bill.

14. Any damage caused to the Institute's properties shall be made good by the contractor at their own cost.
15. The successful bidder shall carry out the work strictly following the specification details, scope of work, and instructions of the Institute In Charge.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Date :

Signature of the bidder with seal

SECTION 'D'
TERMS AND CONDITIONS

Upon the declaration of an intending vendor/bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions forming part of the Formal Contract to be executed with the Institute.

1. The successful bidders shall not assign the sub-contract. He shall not sublet any portion of the contract except with the written consent of the IGIDR. In case of breach of these conditions, the IGIDR may serve a written notice on the Contractor rescinding the contract.
2. In all matters of dispute arising on the work, the matter shall be referred to **The Registrar, Indira Gandhi Institute of Development Research, Goregaon** for a decision.
3. In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of the Arbitration and conciliation act, 1996, or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator appointed by the Institute. The place of arbitration shall be Mumbai, and any award, whether interim or final, shall be made and deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in English, and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law. The arbitral tribunal's award shall be final, conclusive, and binding upon the Successful Bidder and the Institute.

4. Insurance Clause:

The Contractor shall be responsible for all injury to the person, animals, or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or any nominated sub-contractors employees, whether such injury or damage occurs from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract.

5. Performance Security Deposit:

The successful bidder will have to deposit a Performance Security Deposit (PSD) @ **5%** of the total value of the contract amount for one Year, subject to the revision at the time of placing the work order, within 15 days of receiving the formal order. The performance security will be furnished in the form of an account payee Demand Draft/Fixed Deposit Receipt or Bank Guarantee from a commercial bank drawn in favour of "The Registrar, Indira Gandhi Institute of Development Research, Mumbai" payable at Mumbai. The performance security should remain valid for 60 days beyond the completion date of all the contractual obligations of the service provider. If the successful bidder submitted the MSME certificate instead of

EMD, they need to deposit the PSD amount. This deposit shall be forfeited in case the contractor fails to discharge its duties/commitments or whose contract is terminated prematurely.

6. Payment Terms:

The payment shall be made to the contractor after the successful completion of the month within seven days of invoice submission, along with supporting documents.

7. Tenure of Contract:

The initial contract period shall be for **one** Year from the date of issue of the work order, which can be extended for further two years based on the review of the performance of the successful bidder yearly on the same rates (quoted rates), terms & conditions.

8. The contractor should submit the following documents within seven days of issuance of a work order.

- a. Workmen Compensation Policy for all the employees/workers to be deputed on the site as per the workmen compensation act, which should also cover hospitalization. The Institute would reimburse the amount paid towards the Workmen Compensation Policy after submission of the Policy document and payment receipt.
- b. Contract agreement of Rs.100/- stamp paper duly notarized (Draft enclosed along with Tender).
- c. Police verification and medical of the personnel/ labors to be engaged and deployed on-site.
- d. Documents of staff included mentioning their bio-data, Xerox of Aadhar & Pan Card, One Photograph, etc.

9. Notice to Correct:

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works according to the Contract terms, the Institute may notify the Contractor requiring him to make good such failure and remedy the same within a specified reasonable time.

10. Termination Clause:

10.1. Without prejudice to any other remedy available to the Institute, in case of default on the part of the contractor in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the contractor commits substantial breach of his obligations and such breach is not corrected within 15 (fifteen) days from the date of receipt of the notice specifying the breach, by the contractor, the Institute may terminate this contract by giving a 30(thirty) days written notice of intended termination to the contractor.

10.2. In the event of this Contract being terminated, the Institute shall be liable to make payments of the amount due under this Contract up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor subject to clause 10.5 hereunder.

- 10.3. Notwithstanding anything contained herein above, the Institute may terminate this contract at any time by giving one month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to the Institute under this Contract. The Contractor may terminate this Contract at any time by giving two months' notice to the Institute without assigning any reason thereof.
- 10.4. Forthwith on the expiry or earlier termination of this Contract, the Contractor shall, return to the Institute all materials and equipment, belonging to the Institute with regard to this Contract. The Institute shall also intimate to the Contractor a time when it can collect its equipment stored in the Institute and the Contractor shall collect the same. In the event that the Contractor does not collect its equipment by the appointed time, the Institute shall not be liable for the same thereafter.
- 10.5. Forthwith on the expiry or earlier termination of this Contract, the Institute shall determine the costs of execution, cost of remedying any defects (if any) and the cost of completion of the work (if required). The Institute shall be entitled to recover from the Contractor the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the Contractor.
- 10.6. On the earlier termination of this Contract due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by the Institute.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Signature of the bidder with seal

Date :

SECTION 'E'
QUALIFICATION CRITERIA

- **Minimum Qualification Documents to be submitted by the bidder along with qualification Bid:**
 - a) The bidder should have a minimum of 03 years experience providing similar services.
 - b) The bidder should be registered with the appropriate registration authorities. Copy of Registration in Shop & Establishment or Certificate of Incorporation or affidavit/partner deed in case of a firm shall be submitted.
 - c) Copy of Registration of Goods & Service Tax and PAN
 - d) The bidder shall have an average annual turnover of **Rs. 5.00 Lakh** for similar services only in the last three financial years (i.e., FY2019/2023, FY2020-21 & FY2021-22). The bidder should submit the audited balance sheet, P & L account statements, or CA certificate for the turnover amount of the last three financial years duly certified by CA. If the audit for FY2022-23 is not done, the bidder should submit a provisional turnover certificate from the CA.
 - e) The bidder should have an experience in the successful completion of contracts for telephone services/maintenance in any organization during the last seven years ending till previous month in various organizations either of the following.
 - i) at least 01 similar work of value not less than **Rs. 2,80,000.00** or
 - ii) at least 02 similar works of value not less than **Rs. 1,75,000.00** or
 - iii) at least 03 similar works of value not less than **Rs. 1,40,000.00**
- (Bidder should submit a copy of Work orders/completion certificates of completed works).**
- f) The bidder should submit a List of two clients along with the name and contact details of the representative.
 - g) The bidder should have either the Registered Office or one of the Branch Offices located in the territory region of MMRDA.
 - h) The bidder should not be blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency (Submit Undertaking As per **Annexure-A**).

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice for the purpose. All

documentary proof must be listed on the letter pad of the company duly stamped and signed by the authorized person of the agency and attached as PDF file, to be submitted along with the qualification bid (Email-1).

- Information to be furnished by the bidder:

Sr. No.	Item	Information to be filled by Bidder
1	Name of the bidder	
2.	Address	
2	Telephone Number: Office /Residence: Mobile Number: Fax No. Email address-	
3	Details of Registration (number & date)	
4	Month and Year in which the firm/company was formed/ incorporated.	
5	Type of organization (Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.)	
6	Enclose a copy of the partnership deed, Articles of Association or MOA, or Affidavit (in case of firm)	
7	Average Annual Turnover of Last Three Financial Year (attached audited balance sheets & profit & Loss account statements)	FY 2019-20 FY 2020-21 FY 2021-22
8	Bank Account Details	Bank Name: Account Number: IFSC Code:

SECTION 'F'
TECHNICAL BID

Name of Work: Annual Maintenance Contract of Telephone System (Including Instruments & Cabling)

1. Schedule of Manpower Deputation:

The successful bidder is supposed to depute one skilled telephone lineman for eight hours in the Institute from Monday to Saturday, from 09:00 am to 05:00 pm, to look after the maintenance and services mentioned below in the scope of work. And also need to arrange to attend to the complaints on holidays if required. However, the duty of 8 hours may be scattered as per the requirement of the Institute. The linemen should have experience minimum of 3 years in maintaining telephone instruments, telephones, lines, cabling, etc. The telephone linemen should have an aged below 50 years.

2. Equipment under AMC:

Approximately 250 Nos. of extension lines/numbers (with the instrument) are distributed among the office and residential quarters through a cabling network, including different junction boxes, panels, etc. on the campus.

3. Scope of Work:

1. Attending breakdown/troubleshooting calls regarding extension, telephone cable, instrument, and junction box faults.
2. The routine servicing should include cleaning telephone instruments, testing spare telephone instruments, junction boxes at various locations on the campus, etc.
3. Corrective and preventive maintenance of about 250 Nos. of intercoms.
4. The successful bidder should take all the required/necessary precautions and observe all the essential safety measures during work progress to cause the least inconvenience to the occupants.

• **Materials and Articles:**

1. In the event of the successful bidder purchasing any materials and/or items with the sanction of the Institute, the amount shall be reimbursed by the Institute to the successful bidder on the production of the necessary bill and satisfactory certification of the material received.
2. The successful bidder shall be responsible for its use and has to maintain and upkeep the same in proper order.
3. In respect of raw materials, the successful bidder shall maintain the proper register and give an account of the raw materials consumed and the balance returned to the Institute.

Date:

Signature of the bidder with seal

SECTION 'G'

Articles of the Agreement

This deed of the agreement made and executed this.....day of..... Two Thousand Twenty Three (2023)

BETWEEN

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, a Society established by the Reserve Bank of India and registered under the Societies Registration Act, 1860 and located at General Arun Kumar Vaidya Marg, Goregaon (E), Mumbai- 400065- (hereinafter referred to as “the Institute/ IGIDR” (which expression shall, unless it is repugnant to the context of the meaning thereof, be deemed to mean and the trustee or trustees for the time being, the survivor or survivors of them and assigns) of the ONE PART;

AND

....., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at hereinafter referred to as “**the contractor**”,(which expression shall, unless it is repugnant to the context or meaning thereof, include its successor-in-title) of the Other part;

WHEREAS the IGIDR being desirous of awarding the contract for the Annual Maintenance Contract of Telephone System (Including Instruments & Cabling) at its campus situated at Gen. A.K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400065, issued a Tender for Annual Maintenance Contract of Telephone System (Including Instruments & Cabling) (herein referred to as AMC) at IGIDR bearing Ref. No. NIT No. IGIDR/Tender/2023/ED/xx Date: 2023 (hereinafter referred to as “**the Tender**”) inviting bids for the same.

AND WHEREAS after having studied the terms of the Tender and upon understanding the requirements of IGIDR with respect to the same, the contractor submitted its quotation and financial bid on 6th March 2023, and based on the representations made by the Contractor, IGIDR issued its Work Order bearing Ref. No. W.O. IGI/ED/2023/xx dated 2023 to (hereinafter referred to as “the Work Order”)

AND WHEREAS the Parties have thought it expedient to put forth the terms and conditions in writing as hereinafter appearing.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. TERM

This agreement shall be valid for one year from 2023 unless terminated as per the terms and conditions stated under this agreement. If the performance of the Contractor is found satisfactory by IGIDR, this agreement may be extended by IGIDR for further period of 02 years on yearly basis at the same rates of fees as stated in the Work Order (except revision of wages as per minimum wage act) and on same terms and conditions as stated herein.

2. PAYMENT TERMS AND PERFORMANCE SECURITY DEPOSIT:

2.1 Subject to the Contractor performing its services and obligations under this Agreement, IGIDR shall pay to the Contractor an aggregate sum of Rs.-/- (Rupees only) per month for the services rendered by

the Contractor and upon the submission of certified invoice and supporting documents under this agreement. The amount is inclusive of all and applicable GST.

2.2 The Contractor shall raise an invoice on IGIDR and IGIDR shall release the payment within 10 (ten) days upon submission of certified invoice with supporting documents. IGIDR shall make applicable deductions or withholdings of taxes as prescribed under income Tax Act, 1961 or other applicable laws out of the payments to the Contractor. TDS certificates shall be issued on a quarterly basis. Any dispute with an invoice shall be brought to the notice of the Contractor within 7 (seven) working days from the date of receipt of such invoice. Even in such case, where both IGIDR and the Contractor have acknowledged a dispute, IGIDR shall release payments pertaining to the undisputed portion of the invoice.

2.3 The Contractor has deposited with IGIDR a Performance Security Deposit (PSD) of Rs. (Rupees only) being @ 5% of the total value of contract for one Year.

2.4 The Performance Security Deposit shall remain valid for a period of further 60 (sixty) days from the date of completion of all the contractual obligations of the Contractor, fails to discharge its duties/commitments or whose contract if this agreement is terminated prematurely.

3. SCOPE OF THE CONTRACTOR'S WORK

3.1 Schedule of Manpower Deputation:

The successful bidder is supposed to depute one skilled telephone lineman for eight hours in the Institute from Monday to Saturday, from 09:00 am to 05:00 pm, to look after the maintenance and services mentioned below in the scope of work. And also need to arrange to attend to the complaints on holidays if required. However, the duty of 8 hours may be scattered as per the requirement of the Institute. The linemen should have experience minimum of 3 years in maintaining telephone instruments, telephones, lines, cabling, etc. The telephone linemen should have an aged below 50 years.

3.2 Equipment under AMC:

Approximately 250 Nos. of extension lines/numbers (with the instrument) are distributed among the office and residential quarters through a cabling network, including different junction boxes, panels, etc. on the campus.

3.3 Scope of Work:

1. Attending breakdown/troubleshooting calls regarding extension, telephone cable, instrument, and junction box faults.
2. The routine servicing should include cleaning telephone instruments, testing spare telephone instruments, junction boxes at various locations on the campus, etc.
3. Corrective and preventive maintenance of about 250 Nos. of intercoms.
4. The successful bidder should take all the required/necessary precautions and observe all the essential safety measures during work progress to cause the least inconvenience to the occupants.

4. CONTRACTOR'S REPRESENTATIONS AND COVENANTS AND RIGHTS

4.1 The workers shall have good character and be well behaved. He shall furnish in writing the names, age, residential addresses, qualifications, specimen signature or thumb impression and photograph of all workers whom it proposes to employ for the purpose of this agreement before they are so employed and the IGIDR will be at liberty to forbid the employment of any person whom it may consider undesirable. The workers engaged by the contractor shall be under the general discipline of IGIDR and shall conform to such directions as may be issued by the IGIDR in respect of points of entry or routes of entry to and from the premises and in respect of the use of toilet and wash basin/rooms.

4.2 The Contractor shall carry out the work as per the instructions issued by the IGIDR authorities from time to time and submit work schedule for their approval or any other agency within the campus by the employees of the Contractor, appropriate amount shall be deducted from its invoice.

4.3 In the event of any or all workers failing to attend the job and the Contractor failing to provide the services, appropriate amount shall be deducted from its invoice.

4.4 It is specifically agreed by both the parties that neither the Contractor nor any of the workmen engaged by the Contractor, shall at any time claim any benefit of employment, lien on employment or permanency of employment with the IGIDR, by virtue of having worked as the contractor and its workmen having worked as its contract workmen as per this agreement.

4.5 The contractor shall take out necessary insurance cover at its own cost, the premium amount of which will be reimbursed to the Contractor by IGIDR as per the norms followed.

In case of the workmen, engaged by the Contractor, meets with fatal accident or injury arising out of or in the course of their employment, then the Contractor shall be responsible for the payment of compensation as may be determined under the provisions of appropriate law.

5. IGIDR'S COVENANTS AND RIGHTS

5.1 In case of default by the contractor in payment to any workmen and to any Government authority in breach of contract of employment or breach of any statutory provisions (if applicable), the IGIDR shall be, at all times, entitled to recover the said amount from the contractor as debit payable by the contractor to the IGIDR and the contractor will be liable for the debt of such amount to the IGIDR.

6. INDEMNITY

The Contractor shall indemnify and keep harmless the IGIDR from any claim, damages, compensation, actions, losses, costs, charges, expenses, demands of whatsoever nature raised by an employee of the Contractor engaged for the purpose under the Workman's Compensation Act, Employer's Liability Act or other Acts of a like nature respectively in force or under any circular, Directions, notices, instructions issued by the various competent authorities from time to time so far as it relates to the employees of the said Contractor. In case the Contractor contravenes any provision of any law or in case of breach of any of the representations and covenants of the Contractor under this agreement and the Institute suffers any loss or damage or harm due to any acts or omission of the Contractor, the Contractor shall indemnify and keep the Institute indemnified in this regard.

7. TERMINATION

7.1 It is agreed, Without prejudice to any other remedy available to IGIDR, in case of default on the part of the Contractor in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the contractor commits substantial breach of it's obligations and such breach is not corrected

within 30 (thirty) days from the date of receipt of the notice specifying the breach, by the Contractor, the Institute may terminate this contract by giving a 30(thirty) days written notice of intended termination to the Contractor.

7.2 In the event of this agreement being terminated, IGIDR shall be liable to make payments of the amount due under this agreement up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor.

7.3 Notwithstanding anything contained herein above, IGIDR may terminate this agreement at any time by giving 1 (one) month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to IGIDR under this Agreement. The Contractor may terminate this Contract at any time by giving 2 (two) months' notice to IGIDR without assigning any reason thereof.

7.4 Forthwith on the expiry or earlier termination of this agreement, the Contractor shall, return to IGIDR all materials and equipment, belonging to the IGIDR with regard to this agreement.

7.5 Forthwith on the expiry or earlier termination of this Contract, the IGIDR shall determine the costs of execution, cost of remedying any defects (if any) and the cost of completion of the work (if required). The IGIDR shall be entitled to recover from the Contractor the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the Contractor.

7.6 On the earlier termination of this Contract Agreement due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by IGIDR.

8. WAIVER:

No forbearance, indulgence or relaxations by any Party at any time to require performance of any provision of this agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this agreement.

9. ASSIGNMENT:

The Contractor shall not assign or otherwise deal with all or any of its rights and obligations under this agreement without the prior written consent of IGIDR. In case of breach of this condition, the IGIDR may serve a notice in writing on the Contractor rescinding this agreement.

10. SEVERABILITY:

If any clause of this agreement is found to be unenforceable under the applicable law, then that clause shall be deemed to be deleted as if it never formed part of the agreement as long as such unenforceability subsists. However, the parties shall, to the maximum extent possible strive to achieve the commercial meaning of such deleted clause to the maximum extent possible under the applicable law.

11. AMENDMANT:

This agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties.

12. DISPUTE:

12.1 In the event there is any dispute arising in respect of the work, the dispute shall be referred to The Registrar, Indira Gandhi Institute of Development Research, Goregaon for a decision. The decision of The Registrar, Indira Gandhi Institute of Development Research, Goregaon with regard to any dispute arising out of this agreement shall be final.

12.2 In the event that the Contractor disagrees or is not satisfied with the decision made by The Registrar, Indira Gandhi Institute of Development Research, Goregaon, the dispute shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of a Sole Arbitrator to be appointed by IGIDR. The seat of Arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The Arbitration Proceedings shall be conducted in the English language and any Award or Awards shall be rendered in the English Language. The procedural law of the Arbitration shall be the Indian Law. The Award of the Arbitrator shall be final, conclusive and binding upon the Contractor and IGIDR.

13. GOVERNING LAW AND JURISDICTION:

The law governing this agreement shall be the laws of India and the Courts of Mumbai shall have the exclusive jurisdiction and irrespective of the place of the cause of action and rights and liabilities of the Parties hereto.

14. STAMP DUTY:

The Parties agree that stamp duty payable on this agreement shall be borne and paid by the Contractor alone.

IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hands and seals the day, month and Year first above written.

Signed, sealed and delivered

For and on behalf of
IGIDR

for and on behalf of
M/s.

Name

Name

Designation

Designation

Counter-signed by:
In the presence of witnesses:

1.

1.

2.

2.

ANNEXURE - A

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTERHEAD WITH REGARD TO BLACKLISTING/ NON-DEBARMENT BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
The Registrar
Indira Gandhi Institute of Development Research
Film City Road, Santosh Nagar,
Goregaon (East),
Mumbai – 400 065.

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For M/s _____

Authorized Signatory

Date:

**To be submitted on company/firm letterhead with sign and stamp on it.*