

INSTITUTE FOR DEFENCE STUDIES AND ANALYSES

No 1 Development Enclave, Rao Tula Ram Marg Delhi Cantt., New Delhi – 110010 Advertisement No. IDSA/IT/AMC/Audio/2017

QUOTATION FOR Comprehensive Onsite Annual Maintenance Contract for maintenance of Audio/Visual Equipment

MEMORANDOM OF WORK IN BRIEF

1	Name of work	Comprehensive Onsite Annual Maintenance Contract for maintenance of Audio/Visual Equipment at IDSA
2.	Earnest Money	Rs. 10,000/- in form of Bank Guaranty/DD/FDR
3.	Validity period	180 days
4.	Security Deposit	10 % of contract value in form of cash/Demand Draft
5.	Period of Contract	One year
6.	Last date of Submission of Tender	April 20, 2017
7.	Mode of Sending	In sealed cover by post or by directly dropping in the tender box kept at IDSA Reception
8.	Description essential to be made on sealed cover	Tender for CAMC for Audio/Visual Equipment at IDSA
9.	Submitting Tender	The envelope shall be addressed to:- Assistant Director (Admin) Institute for Defence Studies and Analysis No 1, Development Enclave Rao Tura Ram Marg New Delhi-110010

Sd/-Assistant Director IDSA

INSTITUTE FOR DEFENCE STUDIES AND ANALYSIS

No1, Development Enclave, Rao Tula Ram Marg, New Delhi-110010

Advertisement No. IDSA/IT/AMC/Audio/2017

TENDER DOCUMENT For Comprehensive Onsite Annual Maintenance Contract for maintenance of Audio/Visual Equipment at IDSA

Sealed quotations are invited from qualified service providers for providing Comprehensive Annual Maintenance Contract (CAMC) for maintenance of Audio/Visual Equipment at IDSA.

Interested service providers may submit technical and financial bids separately in envelopes superscribed, "Technical bids- Audio/Visual Equipment" and "Financial bids- Audio/Visual Equipment" respectively inside an envelope superscribed "Tender – CAMC for Audio/Visual Equipment at IDSA". The financial bids of technically qualified bidders will be opened in presence of their representatives.

The company should have experience of provide annual maintenance of similar nature for at least five years with Government Departments/ Public Undertaking/ Autonomous Body/ Corporate / Private in Delhi the total annual value of which should not be less than Rs. Three lakhs. Details of work done in the last three financial years along with the name and address of the clients and work award contract should be provided.

Technical bid should contain all the document listed in **Annexure B** in the prescribed format.

The Financial Bid will be quoted at **Annexure E** considering scope of work (**Annexure A**) and the equipment installed in various places (**Annexure C**).

The bids are to be submitted in sealed envelopes at the following address on or before **April 20, 2017, 4:00 pm**:-

Assistant Director (Admin)

Institute for Defence Studies and Analysis

No 1, Development Enclave

Rao Tura Ram Marg

New Delhi-110010

The tender box will be opened in presence of the participants at **4:30 pm** on the same day. The date of opening of financial bids will however be communicated later on, well in advance, to the technically qualified bidders only, for making their presence on the day.

Earnest Money Deposit

The bidders are required to deposit **along with their technical bid** a sum of Rs. 10000/-(Rupees ten thousand only) in the form of bank draft from Nationalized bank in favour **of IDSA, New Delhi** towards earnest money. In case of unsuccessful bidders, the same will be returned to them (within four working days).

Nature of Work

As given in the scope of work categorized as Annexure A

Mode of payment

Payment shall be made on Quarterly Basis on production of bills in duplicate duly verified by System Administrator.

Security Deposit (Refundable)

Upon the acceptance of bid, the bidder shall be required to enter into an appropriate agreement with IDSA incorporating the endorsed terms and conditions given at **Annexure D**, inter aila, in accordance with law. All expenses and statutory/regulatory levies in this regards shall be borne by the bidder. An amount equivalent to 10% of contract value will be deposited by the successful bidder as a Security Deposit in the form of Bank Guarantee/Bank Draft (Interest free).

Indemnity

The company shall indemnify, and keep indemnified IDSA fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of the AMC. The decision of the Director General, IDSA in this regard shall be final and binding. Director General, IDSA reserves the right to cancel any tender in full or in part without citing any reason.

Interested vendors may conduct survey and for further information, if desired, may contact (Phone 011-26717983 Ext 7332).

Upon acceptance of bid, no sub-letting/transfer would be allowed by the operator except with the prior written permission of Director General, IDSA

Standard force-majeure conditions would apply.

Sd/Col A. K. Chugh (Retd)
Assistant Director

SCOPE OF WORK

Introduction:

Institute for Defence Studies and Analyses (IDSA) is a premier strategic and security studies think tank in India and is fully funded by the Ministry of Defence. IDSA is situated on Rao Tula Ram Marg, near USI and approx. 1 Km from R&R Hospital.

Model of Operation

- The service provider shall furnish all the Equipment at high standards keeping in view the reputation of IDSA. Service provider will maintain the IDSA's all seminar Halls & Auditorium as also provide **one Service Engineer** for events being organized by the Institute.
- One Service Engineer with sufficient knowledge to operate and maintain A/V equipment's & Laptop connectivity to power point presentations have to be deployed on all working days from 0830 hrs to 1800 hrs and also on holidays as and when required. If the technician is unable to solve any glitches in the system then the company should be able to deploy qualified personals within a period of two hours of the notice of such inability. If the problem not solved within two days then we have to done it by outside and the total amount incurred on this will be borne by the CAMC provider.

1. Details of Seminar Halls:

The institute has 07 seminar halls has following facilities:

Auditorium - 175 seats
Seminar hall-II - 65 seats
Seminar hall-II - 65 seats
Seminar hall R. No.005 - 40 seats
Board Room No. 104 - 20 seats
Conference Room No. 105 - 20 seats
Conference Room No. 205 - 20 seats

2. Scope of Work:

1. Work Details

1.1. Comprehensive Onsite Annual Maintenance Contract for maintenance of Audio/Visual Equipment including LED/LCD, Plasma, Projector & Mic, Speaker, Power Supply, Mixers, DVD Recorder, Screen, digital equiliser, VGA Switcher, Amplifier, equalizer, Feed back suppressor, Wall Speaker, cord less mics, Bose system etc. installed at

IDSA (Auditorium, Seminar Halls, Room 005, 104, 105, 205)

3. Duration and Timings

- 3.1. The agreement shall come into effect from the day so specified in the work order and shall expire automatically after 12 (Twelve) months of the said date, unless otherwise terminated in accordance with these conditions.
- 3.2. It is however open to IDSA to extend the tenure of this agreement beyond the existing term of twelve months on such terms and conditions as may be mutually decided between the parties.

3.3. Deployment of staff

3.4. One Service Engineer with sufficient knowledge to operate and maintain A/V equipment's have to be deployed on all Government of India working days, and also on Saturday and Sunday if required from 0830 hrs. to 1800 hrs. If the technician is unable to solve any glitches in the system then the company should be able to deploy qualified personals within a period of two hours of the notice of such inability.

4. Spare Parts

4.1. The company would arrange for spare parts/accessories/fittings/fixtures from authorized dealers as and when required with prior permission from the System Administrator, IDSA and relevant payment shall be made along with the quarterly payment subject to the production of original bill(s). The System Administrator reserves the right to reject any spare parts which do not confirm to the correct standard/quality. Ensure you have the requisite spare parts for these mics viz. PCB, speaker etc.

5. **Indemnity**

5.1. The company shall indemnify, and keep indemnified, IDSA fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of the AMC. The decision of the Director General, IDSA in this regard shall be final and binding.

6. Responsibility of Contractor:

- 6.1. The contract will be on comprehensive onsite basis inclusive of repairs and replacement of spare parts including plastic parts (other than consumables like Projector lamps, Touch panel battery, Power adapters, Filters etc.), and reinstallation of Software and settings required without any extra payment.
- 6.2 The contractor shall have to depute one well qualified engineer having a minimum experience of **three years with recognized diploma** in the field of Audio and Visual equipment maintenance. The engineer should be well qualified to: Operate A/V equipment's Diagnose the problem and get adequate help from their company to resolve the problem at the earliest

Resolve small problems in-house. Connect laptop to projector and run presentations. The service engineer will sign the attendance register at 0830 Hrs on all working days and be available up to 1800 Hrs in the evening.

- 6.3 The service engineer will sign the attendance register at 0830 Hrs on all working days and be available up to 1800 Hrs in the evening.
- 6.4 The services of the engineers of the contractor may be required on non-working days or beyond office hours on working days on some occasions to meet emergency situation. The contractor shall ensure that on such occasions also the personnel are deputed without any claim.
- 6.5 The requirement of keeping one service engineer will be mandatory. If the engineer is required to take leave, a suitable replacement will have to be provided.
- 6.6 Preventive maintenance of all the AV equipment should be carried out at least once in every month.
- 6.7 Apart from the regular monthly preventive maintenance, additional 12 visits/preventive maintenance in a year for special occasions will be made during International/national conferences.
- 6.8 The vendor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part.
- 6.9 It shall be the responsibility of the vendor to make all the AV Systems work satisfactorily throughout the contract period and to hand over the systems in working condition to the Institute after expiry of the contract. In case any damage is found, the vendor is liable to rectify it even after the expiry of the AMC contract.
- 6.10 While taking any hardware out of the Institute's premises for repairs the vendor will have to arrange for temporary/standby replacement of the respective AV equipment.
- 6.11 Replacement of parts will be at the vendor's cost with original spares of the brand/make/model of the AV equipment or reputed makes with best quality spares. AMC vendor should keep sufficient spares at our office & at their office and should provide the replacement parts within a reasonable period and in no case more than 48 hours.
- 6.12 The firm shall furnish a bank guarantee or Bank Draft from a nationalized bank for a sum equivalent to 10% of AMC value in favour of IDSA, New Delhi valid till the end of the contract period towards security (Refundable Interest free). In case the contractor fails to comply any specified terms and conditions of the agreement, the security shall be

forfeited

- 6.13 The service provider has to provide all the material and manpower needed for the routine maintenance from time to time at his own cost. The material should be of good quality.
- 6.14 The service provider will have to furnish a bi-weekly report and progress report to the office of the System Administrator and also take advice for progress of work.
- 7. Maintenance: All Equipment (including Mics, wire etc) with parts & all seminar halls as and when required. The service provider will have to bear the cost of Operator. Any other expense which may occur in compliance with services.
- 7.1 In case of any loss/damage of Seminar halls by workers of service provider, the penalty for the above damage/loss will be charged to the service provider as decided by the Director General, IDSA, who is the final authority on any such issues.

8. Other terms and conditions:

- 8.1 EMD by Demand Draft drawn on any scheduled bank in favour of "IDSA, New Delhi" payable at New Delhi or bank guarantee should be submitted. EMD shall bear no interest. Any bid not accompanying with EMD bank guarantee is liable to be treated as non-responsive and rejected. The successful bidder shall remit a security deposit @ 10 % on the contract value per annum within 30 days of award of contract and the EMD already remitted by the successful bidder will be adjusted against the security deposit. In case bank guarantee is submitted in place of DD then full amount of security deposit will be required to be remitted. The security deposit will be refunded without any interest at the time of termination of the contract. EMD of unsuccessful bidders shall be returned.
- 8.2 The bidders should give details of their business soundness and provide list of customers of previous similar services to Institutes or Government Departments/Undertakings/public/ private sectors with contact details. The details of the agency/profile should be furnished along with the copy of all related documents. In case the company has changed its name during the last ten years then the reasons there of and the copies of correspondence with registering authority should be submitted with the bid documents.
- 8.3 The agencies should submit their rate as per the format given in the Notice Inviting Tender in this cover. Rate should be quoted in Indian Rupee. The rate should be quoted both in words and figures. All the pages of the bid should be signed affixing the seal. Any quotation with corrections and overwriting would be summarily rejected.
- 8.4 The Institute reserves the right to cancel or amend the scope of work at any time after acceptance of the tender with a notice. The

Contractor/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work/supply in full but he did not derive in consequence of the foreclosure of the whole or part of the works.

- 8.5 Clarification of Tender Document: A prospective bidder requiring any clarification of the Tender document may communicate to the contact person given in this notice inviting tender.
- 8.6 Amendment of tender document: At any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment.
- 8.7 The Institute may at its own discretion extend the last date for the receipt of bids.
- 8.8 The bids shall be written in English language and any information printed in other language shall be accompanied by an English translation, in any case for the purpose of interpretation of the bid, the English translation shall prevail.
- 8.9 The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons therefore. The decision of the Institute is final in all the matters of tender and purchase.
- 9 Work Experience:- The Firm / Agency should have been registered as a Proprietary Firm / Partnership Firm / Registered Company and should have experience of at least 3 years in providing Audio/Video maintenance. Proof of experience and performance certificate is must.
- 9.1 Engagement of Operator: The Operator engaged by the successful bidder shall have minimum experience of three years, and IDSA will have no responsibility and/or liability whatsoever towards them. Operator should have good behavior and courteous relationship with occupants and institute officials during the duty hours. Successful bidder shall be responsible for compliance of all applicable laws and regulations including Labor Enactments.
- 9.2 The Successful bidder shall be held responsible for proper conduct, and safety of operator engaged by him. The operator so engaged by the Contractor, shall be under his employment and disciplinary jurisdiction. However they shall be subject to the overall discipline of IDSA. **Police verification of the operator will be obtained by the service provider before deploying them.**
- 9.3 The operator engaged by the successful bidder should be polite with pleasing manners, co-operative, disciplined and should not smoke or be

drunk while on duty and inside the campus premises of IDSA. The Contractor will be held responsible for the same, and under no circumstances IDSA will be responsible for any obligations / liabilities.

- 9.4 **Compliance of Statutory Requirements:** The Successful bidder shall ensure that ALL statutory requirements as applicable are complied with during the tenure of the Contract. He shall ensure compliance of all the provisions of various Labor Enactments viz. The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Workmen's Compensation Act 1923, The Employees Provident Fund & Miscellaneous Act 1952, and any other Labor Enactments as may be applicable from time to time.
- 9.5 **Dispute**: The operator engaged by the successful bidder shall have no claim whatsoever on IDSA and shall not raise any dispute either directly or indirectly with or against IDSA in respect of their service conditions as long as they are engaged at IDSA premises for execution of the Contract.
- 9.6 **Deduction of Taxes**: All provisions of the Income Tax as per Rules shall be complied with strictly.
- 9.7 **Payment of all Statutory Taxes**: The Successful bidder shall be responsible for payment of statutory Taxes, as decided by the Appropriate Authority from time to time and submit the proof thereof to IDSA.
- 9.8 **Mode of Payment**: The Successful bidder shall raise the Quarterly bills in duplicate, and submit the same to the System Administrator along with copies of service reports duly certified and signed by the system support group of IDSA. The CAMC fee will be paid by IDSA. Income Tax and other statutory taxes / levies will be deducted as per the Rules.

10. **Period of Contract:**

- 10.1 The Contract shall be valid initially for a period of one year's i.e. from the date of contract signed and extendable by another year based on the performance. IDSA reserves the right to terminate the Contract awarded at any time during the currency of the Contract without assigning any reasons by giving one month's notice in advance in writing. The Successful bidder shall be required to give three month's advance notice in writing for termination of the contract, failing which the security deposit shall stand forfeited.
- 10.2 Under no conditions the service provider for his staff shall claim the benefits of IDSA Rules, Wages & Allowances, facilities etc.
- 10.3 The Tender as furnished shall remain open and valid for a period of three months from the date of opening.
- 10.4 IDSA shall not be responsible for delay or non-receipt of tender documents during transit by Post.

- 10.5 IDSA reserves the right to reject any or all Tenders without assigning any reason thereof at any stage of the process.
- 10.6 Prior to commencement of the Contract, IDSA officials shall inspect office of the bidder.

11 Dispute Resolution

- 11.1 Parties shall endeavour to amicably resolve disputes, if any, with regard to the interpretation, execution and/or implementation of this agreement.
- 11.2 Thereafter, all such disputes shall be determined exclusively by the Director General, IDSA whose decision shall be final and binding upon the parties.
- 11.3 Disputes, if any, with regard to the decision of the Director General, in this regard, shall be referred to Arbitration by a sole Arbitrator to be appointed by IDSA and all proceedings in this regard shall be subject to the sole and exclusive jurisdiction of Courts of competent jurisdiction at New Delhi.
- 11.4 The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the proceedings of the Arbitration shall be in English. The venue shall be at the IDSA or at such other location as the Arbitrator may deem fit.
- 11.5 Standard force-majeure conditions would apply.

12. Payment terms & conditions:

- 12.1 The payment of AMC shall be made quarterly at the end of every quarter after obtaining satisfactory performance certificate from the users.
- 12.2 Penalty clause will operate for complaints/operator which are not attended within the stipulated time. The contractor will have to provide standby equipment/operator if he expects the repairs to take more than the specified period. In such case penalty clause will not operate provided the original equipment is returned within a period of 07 working days from the date of its breakdown. Penalty for the delay/damage/loss shall be charged and the same shall be deducted from the gross amount of the bill.
- 12.3 The contractor shall not further subcontract this Comprehensive Annual Maintenance Contract (CAMC) under any circumstance to a third party/ sub contractor for the maintenance.

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INFORMAION OF BIDDER FOR PROVIDING Comprehensive Onsite Annual Maintenance Contract for maintenance of Audio/Visual Equipment at IDSA

- 1. Brief Bio data with Check list of the Tender (Please enclose separately as per Part B1 & B2)
 - 1. Name and address of the company
 - Name/s contact person/s
 (With Tel. No., Fax, Mobile No. E-mail & Res. Tel No.)
 - 3. Income tax itcc no. (With documentary proof)-Attach Income tax Return of last three Years.
 - 4. Balance sheet for last three years.-Should be audited & attach attested photocopies.
 - 5. Sale Tax Regn. No. (With documentary proof)
 - 6. EPF Regn. No (With documentary proof)
 - 7. ESI Regn. No. (With documentary proof)
 - 8. Service Tax No. (With documentary proof)
 - 9. License No under contract labour Act. (With documentary proof)
 - 10. Nature of owernership-Private/Public/Company/Proprietorship/Partnership (Please provide details with documentary evidence).

- 11. Details of work done during last five years (with documentary proof, client satisfaction certificates, etc)
- 12. Details of Present assignments (Please attach annexure/s in the following format Organization/s Name with address number of manpower deployed nature of time contact person/s reference Tel. No.
- 13. Details of man power on roll of your organization (attach organization chart)
- 14. Any Other, please specify with documentary evidence
- 15. Details Of EMD Enclosed
- 16. Details of change of name of the company during the last 10 years and copies of the correspondence with registering authority.

(SIGNATURE WITH STAMP)

ANNEXURE 'B' Part -B1 (TECHNICAL BID)

INSTITUTE FOR DEFENCE STUDIES AND ANALYSES No 1 Development Enclave, Rao Tula Ram Marg Delhi Cantt., New Delhi – 110010

TENDER FORM FOR PROVIDING Comprehensive Onsite Annual Maintenance Contract for maintenance of Audio/Visual Equipment at IDSA

1.	Brief Bio data of the Bidder	
2.	Name, Address with Telephone Number of the Firm/agency	Size Photograph
3.	Name, Designation, Address and Telephone number of authorized person of the Firm/ agency.	
4.	Firm Registration Reference(Please enclose the copy)	
5.	Please specify as to whether firm is sole proprietor / a b c	
6.	Discountied Versi	
7.	Provident Fund Account Number (Please enclose the copy)	
8.	Service Tax Number (Please enclose the copy)	
9.	License Number under Contract Labour (R&A) Act. (Please enclose the copy)	

10.	Details of earnest money deposited [*] a) Amount Rs.		D-
	a)	Amount	Rs.(in word)
	b)	Bank Draft / Pay Order Number of Nationalized Bank	/
	,	·	
	d)	Name of issuing Bank	
11.		ls of Past Experience in t ant Field.	he
12.	Detai	ls of works in hand	
13.	Any c	other information	
14.	Decla	ration by the Contractor	:
		,	d and fully understood all the terms e myself/ourselves abide by them.
Dated	1:		(Signature of Tenderer) Name: Designation: Address:
			Phone (O): (R):

ANNEXURE 'B' Part - B2 (TECHNICAL BID)

INSTITUTE FOR DEFENCE STUDIES AND ANALYSES No 1 Development Enclave, Rao Tula Ram Marg Delhi Cantt., New Delhi – 110010

CHECK LIST OF ATTESTESTED COPIES OF DOCUMENTS ATTACHED WITH THE TENDER

1.	Firm registration	Yes / No
2.	PAN Number	Yes / No
3.	Contract license issued by the labour Commissioner Under Contract Labour (R.E.A) Act.	Yes / No
4.	Bank Draft / Pay order / FDR of earnest money	Yes / No
5.	Service Tax No.	Yes / No.
6.	Experience of last three Years	Yes/No
7.	Documentary proof of present assignments	Yes/No
8.	Copies of Audited balance Sheet of last three Years	Yes/No
9.	Copies of Income Tax return for last three Years	Yes/No
10.	Organisation Details	Yes/No
11.	Correspondence regarding change of name during last 10 years.	Yes/No
	Signature of Tenderer	

Details of Equipment's:

Auditorium

Sl. No.	Name of Item	Make	Unit
1	Panary digital control system	Bose	01
2	Speaker System	Bose	06
3	Stereo Power Amp RMV 2450	QSC	02
4	Drive Rack L5 Management system	DBX	01
5	HDD DVD Recorder	Sony	01
6	Podium microphone	AKG, Shure	02
7	Stereo mixing console FX16	Sound craft	01
8	Conference Delegate Unit	AKG	95
9	Power Supply unit	AKG	03
10	Wireless Collar Mic	AKG	02
11	Wireless Hand Mic	AKG	01
12	Presentation Switcher VGA/VP23	Kramer	01
13	Control Procession Touch Panel	Crestron	01
14	1:10 balanced mono Audio Distribution Amplifier	Kramer	01
15	Projector 5000 Lumns	Acer	01
16	Plasma TV Set 65"	Samsung	01
17	1:10 balanced mono Audio Distribution Amplifier	Kramer	01

Room No 005

S.No.	Name of Item	Make	Unit
1	Panary Digital Controller	Bose	01
2	Ceiling Speaker 60 watt	Bose	04
3	Base Bin 400 watt	Bose	01
4	Digital Mixer	Clock Audio	03
5	Audio Processor DFR22	Sure	01
6	Stereo Power Amplifier 400 watt	Bittones	01
7	Stereo Power Amplifier 1200 watt	Bittones	01
8	Australian Monitor mixes	Australian	01
9	Gooseneck Conference Mic	Shure	15
10	Collar Mic wireless	Shure	01
11	Hand Mic wireless	Audiotech	01
12	Audio 6x1 XGA switcher	Krammer	01
13	Video Splitter	Australian	01
14	HDD DVD Recorder	Panasonic	01
15	Projector 3000 lum	Sharp	01
16	Plasma TV (room 105)	Samsung	01

Seminar Hall No. 01

S.No.	Name of Item	Make	Unit
1.	Conference Delegate Unit	Decibel	40
2.	Power Supply unit	Decibel	02
3.	Stereo Power Amplifier XKLS 602	Crown	01
4.	Ceiling Speaker	Bosch	12
5.	Audio Mixer compact	Sprit	01
6.	DVD Recorder HDD	Sony	01
7.	Audio Switcher	Kramer	01
8.	Plasma TV	Samsung	01
9.	LCD TV	Samsung	01

Seminar Hall No. 2

S.No.	Name of Item	Make	Unit
1.	Conference Delegate Unit	Decibel	40
2.	Power Supply unit	Decibel	02
3.	Stereo Power Amplifier XKLS 602	Crown	01
4.	Ceiling Speaker	Bosch	12
5.	Audio Mixer compact	Sprit	01
6.	DVD Recorder HDD	Sony	01
7.	Audio Switcher	Kramer	01
8.	Plasma TV	Samsung	01
9.	LCD TV	Samsung	01
10.	VGA Mixer	Kramer	01

Room No. 104

S.No.	Name of Item	Make	Unit
1	Stereo Amplifier 400 watt	Bittaner	01
2	Stereo Amplifier 200 watt	Bittaner	01
3	Ceiling speaker 60 watt	Bose	04
4	Wall Speaker 300 watt	Bose	02
5	Digital audio mixer	Clock audio	02
6	Audio Processor	Shure	01
7	Australian Monitor	Australian	01
8	Gooseneck Mic	Shure	11
9	Audio Switcher	Kramer	01
10	Collar Mic Wireless	Shure	01
11	Hand Mic Wireless	Audio tech	01
12	DVD Recorder	Panasonic	01
13	Plasma TV	Samsung	01

Terms and Conditions are as follows:-

1. THAT is pursuance of the foregoing and in consideration of the mutual covenants Improvement in the AV system running in Auditorium, Seminar Halls, Room No. 005, 104,105 and 205.

A. SCOPE OF WORK:

The AMC shall include.

- a) 12 preventive maintenance visits (one per month). These visits shall be utilized to provide through check up (i.e servicing, overhauling & tuning etc). Apart from this Any complaint will be attended promptly.
- b) 12 Extra visits will be made on special occasions or VIP/VVIP Conferences.
- c) In case of Emergency an operator will be provided even on Sunday / public Holidays without any claim.
- d) Breakdowns will be corrected within 12 Hrs of complaint lodging, and with spare 24 Hrs.
- e) If any major repairs required, the contractor shall take system to his workshop with approval of System Administrator, IDSA and provide stand by equipment (free of cost) for smooth conference.
- f) Providing one technical operator for day to day events in the Institute from 8.30 am to 6.00 pm.
- g) The company would arrange for spare parts/accessories/fittings/fixtures from authorized dealers as and when required with prior permission from the System Administrator, IDSA and relevant payment shall be made along with the quarterly payment subject to the production of original bill(s). The System Administrator reserves the right to reject any spare parts which do not confirm to the correct standard/quality. Ensure you have the requisite spare parts for these mics viz. PCB, speaker etc.

B. <u>DEPLOYMENT OF STAFF:</u>

I. The Assistant Director/System Administrator reserves the right to reject the deployment of any person(s) without assigning any reason thereof. The Contractor shall cease the employment of such person forthwith

- and no claim shall be entertained on this account by IDSA.
- II. Contractor shall ensure compliance of all the provisions of various Labor Enactments viz. The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Workmen's Compensation Act 1923, The Employees Provident Fund & Miscellaneous Act 1952, and any other Labor Enactments as may be applicable from time to time.

C. TERMS & CONDITIONS:

- i. AMC includes comprehensive maintenance & are inclusive of spare parts but not consumables items (Like projection lamp)
- ii. Decision of System Administrator shall be final and binding.
- iii. The Contractor will first check the A/V system and safety along with the equipment. If any improvement required, he may give his recommendation to System Administrator, IDSA in writing as Equipment's fitted in all Halls are costly.
- iv. Indian citizen alone shall be engaged by the service provider.
- v. Service Provider shall abide by relevant Central/State Govt. laws on the subject.
- vi. No other liability towards the employees of the contractor shall be that of IDSA except for Contractual amount payable to the contractor.
- vii. If Contractor unable to repair the fault within 48 hrs the penalty clause of Rs. 5000/= per day will be applied.
- viii. The company would arrange for spare parts/accessories/fittings/fixtures from authorized dealers as and when required with prior permission from the System Administrator, IDSA and relevant payment shall be made along with the quarterly payment subject to the production of original bill(s). The System Administrator reserves the right to reject any spare parts which do not confirm to the correct standard/quality. Ensure you have the requisite spare parts for these mics viz. PCB, speaker etc.

D. TERMINATION:

- I. This Agreement may be terminated at the option of either party by serving one month's prior notice in writing and without assigning any reason thereof.
- II. Termination or expiry of this Agreement shall be without prejudice to any rights and remedies of IDSA and the Contractor accrued before such termination or expiration and nothing in these Agreements shall prejudice the right of either Party to recover any amount outstanding at such termination of expiry.
- III. At the end of the Agreement Period, or upon termination thereof, the Contractor shall forthwith deliver to IDSA

upon request, all the IDSA's Property (including but not limited to materials, documents, information, access keys) relating to its possession or under its control or in the possession or under the control of any permitted or subcontractors and in default suppliers compliance with this Clause, IDSA may recover possession thereof and the Contractor grants a license to IDSA or its appointed agents to enter (for the purpose of such recovery) any premises of the Contractor or its permitted suppliers or sub-contractors where any such items may be held. Additionally, the Contractor shall give a written undertaking that he has not retained any property belonging to IDSA and a particular shall undertake that he has not made any copies of access keys which are still in his possession or in the possession of his employees and that he shall indemnify IDSA in the event of any losses attributable to such acts/omissions on the part of the Contractor and/or his employees, agents etc.

E. RATE:

I. Rates are (.....). And nothing extra shall be admissible on any account.

F. MODE OF PAYMENT:

Payment shall be made on Quarterly on production of bills in duplicate duly verified by the System Administrator, IDSA

G. INDEMNITY:

I. The Contractor shall indemnify, and keep indemnified, IDSA fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from fault/negligence, faulty operation, inadequate maintenance, mishandling, mishandling of equipment and/ or any advice given or omitted to be given by the contractor/ his employees/agents and/ or representatives, or any other loss which is caused directly or indirectly by any act or of mission of the Contractor/ his employees/ agents and/ representatives.

II. The decision of the Director General, IDSA in this regard shall be final and binding.

H. DISPUTE RESOLUTION

- I. Disputes, if any with regard to be interpretation, execution and/or implementation of these terms and conditions shall vest exclusively in the Director General, IDSA whose decision shall be final and binding upon the parties.
- II. Disputes, if any, with regard to the decision of the Director General, in this regard, shall be referred to Arbitration at the hands of the sole Arbitrator to be appointed by IDSA and all proceedings in this regard shall be subject to the sole and exclusive jurisdiction of Courts of Competent jurisdiction at Delhi.
- III. Standard force-majeure conditions would apply.

I. STAMP DUTY:

Stamp duty and other charges payable in respect of this Agreement shall be borne and paid by the Contractor only.

J. COUNTERARTS:

This Agreement may be executed in one (1) original and one (1) counterpart. The original Agreement shall be retained by IDSA, and the counterpart shall be retained by the Contractor.

K. RELATIONSHIP BETWEEN THE PARTIES:

Nothing in this Agreement shall be construed as creating a partnership or joint venture between IDSA and the contractor. Neither party will be deemed to be an agent of the other party as a result of any act under or related to this Agreement, and will not in any pledge the other Party's credit or incur any obligation on behalf of the other Party.

ANNEXURE 'E'

INSTITUTE FOR DEFENCE STUDIES AND ANALYSES

No 1 Development Enclave, Rao Tula Ram Marg Delhi Cantt., New Delhi – 110010

<u>TENDER FORM FOR</u> Comprehensive Onsite Annual Maintenance Contract for maintenance of Audio/Visual Equipment at IDSA

(FINANCIAL BID)

To be filled in properly, legibly and submitted in a separate sealed envelope marked as **Financial bid**. The Rates should be filled in prescribed format.

S No	Description	Amount
1	Total Contract value for providing services for Comprehensive Onsite Annual Maintenance Contract for maintenance of Audio/Visual Equipment at IDSA including one operator cost. The Rates Quoted should be exclusive of service tax. Total Amount	

Total Amount Quoted in words in figure	
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(The Amount Quoted should be exclusive of service tax. Conditional tenders will be liable to be rejected)

Signature of the Bidder Name and Telephone No Name of the Agency With Seal