

F.No. AERA/10015/Siemens Hipath/AMC/2017-18/148
भारतीय विमानपत्तन आर्थिक विनियामक प्राधिकरण
AIRPORT ECONOMIC REGULATORY AUTHORITY OF INDIA

AERA Building,
Administrative Complex,
Safdarjung Airport,
New Delhi- 110003.
Dated: April, 2018

TENDER NOTICE

Sub: Quotation for AMC of EPBAX/KTS System working in this Authority.

Sir/Madam,

This Authority intends to invite quotation for maintenance of **SIEMENS EPBAX/KTS Systems** working in this Authority. The details of the equipment are as under:-

S.No	Description	Quantity
1.	Siemens Hipath 3350 (0/2/8/4) system	04
2.	Optional Standard	17
3.	Beetel P-68	12
4.	MDF 50	04
5.	UPS (excluding Batteries)	04

2. Quotations are to be submitted in sealed cover super scribing “**Quotation for Maintenance of EPBAX/KTS Systems**” and addressed to Shri Satish Sachdeva, Under Secretary (F&A), AERA Building, Administrative Complex, Safdarjung Airport, New Delhi-110003 so as to reach latest by **11:00 hrs. on or before 20.04.2018** at the Tender Box Placed at Authority. The sealed tenders will be opened **on 20.04.2018 at 12:00 hrs** in Conference Hall, AERA in the presence of the representatives of interested firms who wish to be present at the time of opening of quotation.

3. Earnest money by means of a Demand Draft/Pay Order of Rs. 5,000/- at any scheduled bank payable at Delhi/New Delhi may be enclosed with the quotation. The

Demand Draft/Pay order may be drawn in favor of Airports Economic Regulatory Authority of India, New Delhi. It is also clarified that the quotations received without earnest money will be summarily rejected. Earnest Money received from the tenderers will be returned without interest immediately after the process of selecting of award is over.

4. The contract will cover maintenance, repair, and/or replacement of parts, component or modules as required. During the contract period,

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company/firm will be responsible to keep the EPBAX/KTS Systems in perfect working order.

5. **It is the responsibility of the firm to inspect the quantity/quality of instruments/apparatus before quoting the rate.**

6. The payment shall be made on quarterly basis if the services for the quarter are found satisfactory.

7. Preventive maintenance service is to be carried out every three months for all systems and peripherals. Preventative maintenance means quarterly servicing of the equipment irrespective of whether the equipment has suffered a breakdown or not, and it would also include:

Checking of EPABX System and maintenance

Checking of voltage adapter

Checking of keys and Buzzers of the instruments.

8. The Annual Maintenance Contract (AMC) is valid for a period of one year from the date of issue of award letter by the Authority subject to finding satisfactory services every past three months. The AMC is further extendable for another two years [on yearly basis] subject to satisfactory performance on the same rate and terms & conditions with the consent of both parties. The Authority also reserve the rights to curtail the duration of the contract at any time without assigning any reason there for.

9. The firm should handover all the systems in perfect working condition after expiry of contract period.
10. This Authority reserves the right to select or reject any or all quotations at any point of time without assigning any reasons thereof.
11. In case of any dispute, decision of Secretary, AERA will be final and binding on all.

(Satish Sachdeva)
Under Secretary (F&A)
Ph-24695042

1. IT Section for placing it on website.
2. Uploading on Central Public Procurement Portal.

Annual Maintenance Contract

This contract is made at New Delhi on this between **Airports Economic Regulatory Authority of India**, AERA Building, Administrative Complex, Safdarjung Airport, New Delhi – 110003 (hereinafter called the Authority)

AND

M/s----- (Vendor), on the other part, which expression shall wherever the context so admits including its Directors, Partners, Successors, Legal representatives and permitted assignees, to maintain the **Hipath 3350 EPABX** system and accessories installed in office premises of the Authority for an amount of **Rs. + Taxes**. The contract will be valid for a period of one year from the date of signing of contract and can be extended for a further period of 2 years (total period 3 years) on yearly basis on mutually agreed terms and condition/rates if the services provided are satisfactory.

2. The contract can be terminated at any time by either party after serving advance notice of 3 months.

3. **Location of the equipment**

The equipment is located/installed at the office premises of the Authority i.e. Airports Economic Regulatory Authority of India, AERA Building, Administrative Complex, Safdarjung Airport, New Delhi – 110003. The vendor shall provide maintenance at the Consumer Site.

4. **Payment**

Payment shall be made pro-rata on quarterly basis at the end of each quarter after certification of satisfactory work.

5. **Scope of Services**

5.1 The contract will cover maintenance, repair, and/or replacement of parts, components or modules as required.

5.2 The vendor shall carry out preventive maintenance service on every three months for all systems and peripherals. Preventative maintenance means quarterly servicing of the equipment irrespective of whether the equipment has suffered a breakdown or not, and it would also include:

- Checking of EPABX System and maintenance
- Checking of voltage adopter
- Checking of keys and Buzzers of the instruments.

5.3 The vendor will provide spare parts of the equipment whenever required. The Authority will not provide any spare parts etc. for these equipment during the contract period and no extra payment will be made for change/replacement of parts etc.

5.4 All complaints are to be attended by the vendor within 24 hours. In case of requirement of replacing sub-assembly/equipment, the same shall be replaced within 05 working days by the firm.

5.5 The firm shall provide standby equipment until the equipment is got repaired by the firm and brought back to working condition, in case of, any delay i.e. beyond 05 working days.

5.6 During the Contract period, company/firm will be responsible to keep the EPBAX/KTS systems in perfect working order. The Authority shall be responsible for providing uninterrupted power supply and air conditioning. Any damages due to erratic power supply will not be covered under this Agreement.

5.7 Arrangement to bring the system or any instrument to the Vendor's office will be made by Vendor at his expense if it is found necessary to do so.

5.8 In the case of maintenance at Authority premises, maintenance services shall be rendered by Vendors on working days and during working hours 09:30 hours to 18:00 hours (Monday to Friday).

6. Penalty

6.1 In the event of failure in adhering to any of the terms and conditions mentioned in the agreement, the Authority may impose penalty on the vendor. In case of the failure on the part of contractor to attend to the calls within the stipulated time as prescribed in para 5.4 and 5.5 the client reserves the right to impose a minimum 5% & maximum 10% of contract amount, as penalty on the quarterly amount due and payable under AMC.

In the event of subsequent failure/shortfall in service, the Authority reserves the right to cancel the contract and no further contract may be awarded to the vendor/firm.

6.2 Any, penalty imposed shall be deducted from the running payments.

7. Force Majeure

7.1 Definition

(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Without prejudice to the generality of clause (a) above, it is specifically clarified that Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

8. General Provisions:

This instrument shall supersede and all previous communications, both oral and written and the provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both parties hereof.

9. Arbitration:

9.1 In case of any dispute arising at any time during the tenure of this agreement between the parties to this agreement, the same shall be referred to arbitration and the provisions of the Arbitration Act, 1940 as modified or re-enacted from time to time shall apply. Arbitration will be conducted by a two-

member panel one to be nominated by Vendor and the other by the Authority.
Venue of such arbitration shall be the city of New Delhi.

9.2 This agreement is subject to the laws of India alone.

Signed on behalf of
of Vendor

Signed on behalf
CUSTOMER

Authorised Signatory
Name & Designation

Authorised Signatory
Name & Designation