

**Government of West Bengal
Office of the District Magistrate
New Administrative Building
Rishi Bankim Sarani, Barasat
North 24 Parganas
Kolkata-124**

NOTICE INVITING QUOTATION

No: G-16011(14)/1/2015-GEN/176206

Dated: 02/02/2021

Sealed Quotation (Packing PVC tape/Sealing wax) are invited from eligible, reputed, and bonafide maintenance providers / agencies capable of providing comprehensive onsite annual maintenance (AMC) of **Real Presence Group 500 Video Conferencing System including all accessories of Polycom** make for District Magistrate Office, North 24 Parganas as mentioned in Annexure-II for period of 1 year.

- 1. Period of contract** : one year from the date of award of work.
- 2. Time & last date of Submission of Bid** : Hrs. 14:00 of 10-02-2021
- 3. Time & Date Bid opening** : Hrs. 15:00 of 12-02-2021

4. It is mandatory that the intending quotationer shall be able to provide comprehensive onsite annual maintenance of items put to quotation and hence they have to quote annual maintenance rate for all the items mentioned in annexure –II of Bid document, failing which the Quotation is liable for rejection.

5. The quoted rate should be exclusively for '**The Chairman, District e-Governance Society, North 24 Parganas**'.

6. Quotation should be in clear words, categorically mentioning each and every terms. Any kind of ambiguous/obscure/unclear terms would lead the Quotation being disqualified.

7. The AMC rates quoted should be legible. Pencil entries and over written entries shall be rejected.

8. The offers which do not conform to the **Terms and Conditions of Contract (TCC)** mentioned in the Quotation shall not be considered.

9. **The Chairman, District e-Governance Society, North 24 Parganas** reserves the right to disqualify such quotationer who had a record of not meeting the contractual obligations against earlier contracts entered into with the authority.

10. **The Chairman, District e-Governance Society, North 24 Parganas** may also change or extend the date and time of opening of the Quotation without assigning any reason whatsoever.

11. **The Chairman, District e-Governance Society, North 24 Parganas** reserves the right to reject any or all the quotation(s) received without assigning any reason thereof.

12. The bidder should quote the rates after proper inspection at the premises of **District e-Governance Society, North 24 Parganas** (Office of The District Magistrate & District Collector, North24 Parganas) at any working day between 10.30 AM to 5.30 PM on or before 09-02-2021 .

13. **Chairman, District e-Governance Society, North 24 Parganas** reserves the right to increase / decrease the scope of work of AMC.

14. The contract shall be awarded to the lowest quotationer on the basis of the grand total of the AMC rates quoted against all the items.

25. Rates quoted should be in Indian currency and should be inclusive of all charges **including GST**. Any ambiguous quote on these accounts shall render the Quotation liable to be rejected. Quotations not complete in all respect are liable to be rejected.

26. Any corrigendum or update related to this quotation will be published in North 24 Parganas the district website <http://north24parganas.gov.in> only. Quotationers are requested to visit the North 24 Parganas district website regularly for any corrigendum/update regarding this Quotation.

27. The Video Conferencing Systems as mentioned in annexure-II was installed at Office of The District Magistrate Office, North 24 Parganas, Barasat on 18/03/2016.

28. Quotation shall be submitted along with


- a) Rate quoted in **Annexure-II** signed by the quotationer
- b) Duly filled in **Annexure-I** signed by the quotationer with all supporting documents as mentioned.
- c) Comply with **Terms and Conditions of Contract (TCC)**.

Quotation not containing the above documents will be rejected.

29. Proposal must received by **The Chairman, District e-Governance Society, North 24 Parganas** at the address specified, not later than date and time specified in the quotation.

30. In case quotationer has any query they can contact to the person mentioned below.

Contact person:
Sri Ritam Jha, WBCS(Exe.)
Officer in Charge, IT Department &
Member, District e-Governance Society, North24 Parganas
Phone: 03325846395 Email id: itnorth24@gmail.com


Additional District Magistrate (Dev)
&
Member Secretary,
District e-Governance Society
North 24 Parganas

No: G-16011(14)/1/2015-GEN/176206 /1(9)

Dated: 01/02/2021

Copy forwarded for information and wide circulation to:-

1. The AEO, Zilla Parishad, Zilla Parishad, North 24 Parganas.
2. The DL&LRO, The District Cashier, North 24 Parganas.
3. The OC, IT, North 24 Parganas.
4. The NDC to place the Quotation in the Notice Board of Nezarath Section
5. The DIO, NIC to host in the district website '[http: //north24parganas.gov.in](http://north24parganas.gov.in)'.
6. The DNO, NREGS, North 24 Parganas.
7. The DPO, SSA, North 24 Parganas.
8. The CA to the DM, North 24 Parganas.
9. The CA to the ADM (G)/ ADM (LR)/ADM (T), North 24 Parganas.

02/02/21
**Additional District Magistrate (Dev)
&
Member Secretary,
District e-Governance Society
North 24 Parganas**

Annexure-I

QUOTATIONER'S PROFILE

General

1. Name of the Quotationer/firm (In Block Letters) _____
2. Name of the person submitting the Quotation whose photograph is affixed Shri/Smt. _____
_____ (In case of proprietary/Partnership firms, the Quotation has to be signed by Proprietor/Partner only, as the case may be)
3. Address of the firm
.....
.....
.....
4. E-mail Address.....
5. Tel No. (With STD Code)-(O)Fax).....(R)..... Mobile:
6. Registration & incorporation particulars of the firm:
 - a) Proprietorship
 - b) Partnership
 - c) Private Limited
 - d) Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)
7. Name of Proprietor /Partners/ Directors.....
.....
8. Income Tax Registration / PAN, Professional Tax
(Copy of PAN /IT registration, latest Professional Tax clearance certificate, ITR of last 3 (three) Assessment Year need to be attached)
.....
9. GST Registration:
(Copy of GST Registration Certificate / latest GST return need to be attached)
10. Trade License:
(Copy of valid Certificate need to be attached)
11. Work Completion Certificate from at least **Two (2)** State Govt. / Central Govt. / State Govt. UT/ Central Govt. UT. / Govt. Autonomous body regarding supply / maintenance/ servicing of Video Conferencing System in last three FY.

12. Authorization from OEM/OEMs for Items to be kept under AMC.

Note: In the absence of any of the aforesaid documents, the quotation shall be rejected.

I/We hereby declare that the information furnished above is true & correct.

Place:

Date:

Signature of Quotationer/Authorized signatory.....
Name of the Quotationer.....

Read, understood & complied with
Signature of the Quotationer

Annexure-II
SCHEDULE OF RATES

From

To : **The Chairman, District e-Governance Society,
North 24 Parganas**

Sub : **Comprehensive onsite annual maintenance (AMC) of Real Presence Group 500 Video Conferencing System including all other accessories of Polycom make for District Magistrate Office, North 24 Parganas.**

Ref : Quotation No. ___Dt. _____

Sir,

I/we have gone through the terms and conditions detailed in the Quotation notice referred above No. for comprehensive onsite annual maintenance (AMC) of **Real Presence Group 500 Video Conferencing System including all other accessories of Polycom make** for District Magistrate Office, North 24 Parganas. I/we are agreeable to all the terms and conditions mentioned therein. I/we shall also abide any other rules connected to the supply that may be enforced by you. The rates are furnished below which are inclusive of all taxes, packing, forwarding for destination.

| Sl. No. | Name and description of item | Item Serial No. | Quantity | Rate of A M C in Rupees per unit including taxes if any (In figures & words) | Total AMC price in Rupees (In figures & words) |
|---|--|--|----------|--|--|
| 01 | Polycom Real Presence Group 500 Video Conferencing System including camera, Remote Control, Cables (VGA, HDMI, I/O etc.) and all other accessories | VC: 821607454CCBCV Camera: 179408867B | 1Nos | | |
| 02. | Real Presence Group Microphone Array with cables of Polycom make | Mic1:8216040257BBD2 Mic2:821604025787D2 | 2 Nos | | |
| GRAND TOTAL (in figures & words) | | | | | |

N.B.

The evaluation among the successful bidders for L1 would be decided on the basis of **grand total** of all items as indicated above.

Yours faithfully,

Date:

Place:

Signature of the Quotationer
Name
Address

Read, understood & complied with
Signature of the Quotationer

Terms & Conditions of Contract (TCC)

PART – I

General Conditions

1. In the interpretation of the contract and the general and / or special condition governing it, unless otherwise required:-
 - a) The term 'Contract' shall mean the invitation to Quotation, the instructions to Quotationer, the acceptance of the Quotation, particulars thereafter defined and those general and special conditions as may be added.
 - b) The term 'Contractor' shall mean the person, firm or company with whom the order for providing AMC Services is placed and shall deem to include the contractor's successors (approved by the customer), representatives, heirs, executors and administrators unless excluded by the contract.
 - c) 'Contract value' shall mean the sum accepted or the sum calculated in accordance with the rates accepted by or on behalf of the District e-governance Society, North 24 Parganas.
 - d) The term Customer shall mean District Magistrate & Chairman, District e-governance Society, North 24 Parganas.

The Annual Maintenance Contract (AMC) shall start from the date on which the charge of the maintenance contract is taken over by the agency. **The contract shall be valid for a period of one year initially which can be extended for another term of one years on the same rates and existing terms and conditions** with mutual consent of parties and at the discretion of The Chairman, District e-governance Society , North24 Parganas . District e-governance Society, North 24 Parganas will have exclusive right to terminate the contract at any time by giving one month's notice.

2. Person signing the Quotation form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry, it appears that the person so signing has no authority to do so, the Chairman, District e-governance Society, North 24 Parganas may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.
3. Contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in Quotation.
4. On acceptance of the Quotation, contractor shall within the period of 15 (fifteen) days, deposit as performance security, a sum equivalent to 10% of the estimated AMC of the contract. District e-governance Society , North24 Parganas shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law for non-performance or failure to satisfactorily perform the contract as per terms and conditions. The security shall be in the form of Crossed Demand Drafts payable at Barasat in favour of ' District e-Governance Society, North 24 Parganas'. No interest shall be payable on Security Deposit / Performance guarantee.

5. If the contractor fails to provide the security deposit within the period specified/granted such failure will constitute a breach of the contract and the office District e-Governance Society, North 24 Parganas shall be entitled to make other arrangements at the risk and expense of the contractor whereby the contract shall be awarded to the next eligible quotationer in order and default contractor will be black listed for participate in future tender/quotation under DeGS, North 24 Parganas for 2 years.
6. On due performance and completion of the contract in respects, the Security Deposit will be refunded to the contractor without any interest after deducting downtime and other charges, having remained unrealized, if the same cannot be realized from the contractor's pending bills.
7. Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the District e-Governance Society, North 24 Parganas shall be entitled to recover such sum by appropriating, in part or whole the security money deposited by the contractor and/or by deduction from the pending bills of the contractor. When there remains a balance of the total sum to be recovered, it shall be deducted from any sum due to them or which at any time thereafter may become due under this or any other contract with the District e-Governance Society, North 24 Parganas . Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the customer on demand the remaining balance due along with interest at the rate of 24% PA from the date when the first demand is made till the date of actual payment for each day of delay.
8. The District e-Governance Society, North 24 Parganas may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
 - a) If the contractor being an individual or firm, such individual or any partner in the contractor's firm as the case may be, is at any time adjudged insolvent or has a receiving order or orders for administration of his estate being made or any proceedings for liquidation or composition under any law of insolvency being or not for the time being in force or has made conveyance or assignment of his effects or enter into any arrangements or compromise with his creditors for suspend payment or if the firm be dissolved under any law which governs it or which is otherwise for the time being in force; or
 - b) If the contractor being a company registered under any law for the time being in force, passes a resolution for winding up or the court passes any order for the liquidation of the affairs of the company or that any Liquidator, Receiver or Manager is appointed for the management of the affairs of the company; or
 - c) If the contractor commits any breach of this contract or any other direction of the customer issued from time to time not otherwise specifically provided in this contract, the customer can terminate the contract without compensation to the contractor which shall be without prejudice of its right to claim the damages which it may have suffered due to such breach of contract or of the direction issued by the customer.
9. In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is not specially provided for by these or the special conditions, the same shall be referred to the sole arbitration as per the decision of the Chairman, District e-governance Society, North 24 Parganas, as per Arbitration & Conciliation Act, 1996.

10. That no person other than the Chairman, District e-governance Society, North 24 Parganas or the person appointed/approved by him should act as arbitrator.
11. Upon every such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
12. Subject as aforesaid to the Arbitration & Conciliation Act, 1996 and the rules there under, any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. Work under the contract shall, if reasonably possible, continue during the arbitration proceeding so as to ensure continuity of the business of the customer, other than the ones which are subject to arbitration, shall normally be withheld on account of the arbitration proceedings unless it is considered necessary to do so to cover the quantum of amount likely to be recoverable from the Quotationer.
13. The venue of arbitration shall be at Office of District Magistrate & Chairman, District e-governance Society, North 24 Parganas.
14. For the purpose of the contract including arbitration proceedings there under, the Chairman, District e-governance Society, North 24 Parganas or an officer authorized by him, shall be entitled to exercise all the rights and powers of the customer.
15. The agency shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Chairman, District e-governance Society, North 24 Parganas. In the event of the contractor contravening this condition, Chairman, District e-governance Society, North 24 Parganas shall be entitled to place the contract elsewhere on the contractor's account at his risk and cost and the agency shall be liable for any loss or damage, which District e-governance Society, North 24 Parganas may sustain in consequence or arising out of such replacement of the contract, apart from forfeiture of the Security Deposit and / or invoking the Bank Guarantee given for due performance of the contract, for such breach. The Chairman, District e-governance Society, North 24 Parganas or the Competent Authority of the District e-governance Society, North 24 Parganas may grant such permission for substitution subject to any further conditions as it may deem necessary on the existing as well as the proposed contractor and both of them shall be bound to comply with such further condition as may be imposed.
16. No interest shall be paid on the Performance Guarantee deposited by the firm.
17. The rate quoted shall remain in force for the full period of contract. No demand for revision of rates on any account whatsoever shall be entertained during the tenure of the contract. Any increase or decrease of taxes, duties or prices of components, etc. will not affect the AMC rates during the entire period of AMC.
18. The AMC shall be comprehensive includes preventive as well as corrective maintenance of all items as mentioned in **Annexure-II**. The maintenance contract shall cover replacement of a part or all parts including plastics body or parts by the contractor free of cost, as and when required. The replacement of all defective parts with good quality and OEM parts will be done by the contractor without any extra used/repaired parts of any other brand from any other source are not acceptable.
19. In case of need to replace any item/component, the contractor shall provide OEM make genuine parts/components of similar or higher configurations.
20. Contractor shall produce the Cash Memo's/Certificate/Document in proof of providing genuine OEM make components to replace the faulty ones on demand.

21. Contractor shall ensure to abide by the copy right, intellectual property rights and other laws as may be applicable for providing any replacements for any malfunctioning of the components/items/software under AMC and any violation of any legal requirement by the contractor in this regard shall lead to termination of the contract forthwith and forfeiture of security money. Besides ensuring compliance to all legal requirements will be the responsibility of the contractor, failure to do so would lead to consequences aforesaid and the contractor will keep the corporation/customer indemnified against any liability which may arise on this account.
22. During the validity of the contract, the contractor will render preventive maintenance services of the equipments at the frequency of at least once in every quarter. The equipments will be thoroughly repaired, tested and kept in working condition all the time. In case the item is idle for replacement of the parts, the company will replace the parts in reasonable time which in any case will not be more than 24 hours from the registration of complaint.
23. If system is to be taken to the Service Station/Workshop for repairs etc. with the permission of the Chairman, District e-governance Society, North24 Parganas the company will provide standby system. The Chairman, District e-governance Society, North24 Parganas will not pay any charges for standby system and will not be responsible for any damage occurred in the standby system.
24. Contractor will attend to all the calls from District e-governance Society, North24 Parganas on all working days. The urgent, immediate and unavoidable calls are also to be attended before and after the usual office time and even on holidays. However, the reasonable time would be allowed for the specific jobs on the merits of the jobs. Chairman, District e-governance Society, North24 Parganas reserves the rights to decide any job as urgent or unavoidable depending upon the nature of the job. The Service Provider is liable to take the maintenance job in the holidays due to urgency of work/ instruction of the Chairman, District e-governance Society, North24 Parganas.
25. Contractor should ensure 99.99% uptime in respect to the items to be covered under AMC.
26. All maintenance/repair/programming work has to be attended within 24 hours of the registration of complaint by the competent authority. The down-time penalty charges, if not rectified within 24 hours, shall be Rs. 500/- per day per item subject to maximum of 25% of quarterly AMC payment.
27. In case of failure of contractor to rectify any of the defects within 7 days, Chairman, District e-governance Society, North24 Parganas may get the same rectified at the cost and risk of the agency.
28. If contractor repeatedly fails to rectify the faults for a period exceeding 7 days, apart from the repairs of their cost and risk, District e-governance Society, North24 Parganas may terminate the contract of the agency forthwith and may forfeit the security deposit.
29. In case of failure in Quarterly Preventive Maintenance (Clause 22 above), a penalty by way of 10% of total amount due for that quarter may be levied.
30. Contractor shall, in no case, replace any item/component with inferior item and if found doing so, the contract shall stand terminated forthwith and security deposit shall be forfeited.
31. District e-governance Society, North24 Parganas reserves the right to reject any or all the bids and cancel the Quotation without assigning any reason thereof.
32. All call will be registered by designated persons of District e-governance Society, North 24 Parganas through mobile or e-mail to be provided by contractor at the beginning of AMC. Contractor need to confirm registration of complaint through e-mail/sms with call docket no. once complaint lodged

by customer. Contractor should provide call escalation matrix containing details of the person indicating their rank, email, mobile no for each level of escalation. Contractor shall maintain proper service call sheet which will be duly signed by the Service Engineer and the User of the equipment for which call is registered.

33. A schedule for the quarterly monitoring visit as a part of the preventive maintenance service should be developed at the beginning of the year and this should be got approved from competent authority. The approved preventive maintenance schedule is to be strictly followed.
34. Payment will be made on a quarterly basis after the completion of the AMC for that quarter and the submission of bill. Payment will be made only after certification for the satisfactory work done by the service provider after deducting downtime charges/penalties if any.
35. No other charges like transportation, fare etc. for providing the services, will be payable.
36. Contractor shall depute well-qualified and experienced Service Engineer with minimum two years of experience in servicing and maintenance of video conferencing systems for attending to the routine maintenance related complaints. Besides, the agency shall provide any other expert Engineer from time to time as may be required, for assistance to Service Engineer, in case the latter are not able to intervene and solve any complaints.
37. The District e-governance Society, North24 Parganas shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the manpower deployed by the Contractor in the course of performing AMC. Neither Contractor nor his workers shall have any claim on District e-governance Society, North24 Parganas for compensation or financial assistance on this account.
38. District e-governance Society, North24 Parganas is at the full discretion to pre-informed visit(s) vendor's premises to check the capabilities of the vendor before and/or after award of Quotation.
39. The company has to give 3 month's notice before cancellation of the contract. Contravention of the same would lead to forfeiture of performance guarantee / Security money along with all outstanding dues.
40. The selected contractor shall have to sign on standard agreement, on non-judicial stamp paper of appropriate value, containing details of terms and conditions after issue of letter of intent (LOI), to begin AMC. All the terms and conditions of this Quotation document shall deem to have been part and parcel of the agreement.
41. All the items under AMC shall be jointly verified by the contractor and the customer and conditions of the same shall be noted before the date of commencement of AMC.
42. In case any items is found malfunctioning the same shall be pointed out to District e-governance Society, North24Parganas for rectification and the incumbent contractor shall submit estimate for their pre-AMC repairs. Necessary approval shall be granted by District e-governance Society, North24Parganas to the incumbent contractor for carrying out repairs of such items on cost basis as per estimate, and such items shall come under AMC forthwith after such repairs.
43. At the time of termination of contract and of the contract period including extended period, if any, or otherwise, the agency shall hand over all the systems and peripherals and components under their AMC in good working condition failing which, the same would be got rectified at the agency's cost and risk and sum may be recovered from the unpaid bill or security deposit or in case the same being higher as per the terms of the contract entered between the parties.

PART-II

SPECIAL CONDITIONS

1. The selected vendor / bidder would have to provide onsite comprehensive support on the entire Video Conferencing System setup (Polycom Real Presence Group 500 system with Camera, Mikes, Cables(VGA, HDMI, I/O etc.) including all other accessories) installed at Office of The District Magistrate Office, North 24 Parganas, Barasat respectively for the period of One years.
2. The selected vendor would have to support for both Hardware and associated software related problems during the period of AMC support/contract. All the parts i.e. Hardware, accessories and associated software should be covered under comprehensive maintenance support which should include all consumable parts, if any.
3. Direct onsite comprehensive NBD support (Back to Back OEM arrangement) for hardware parts replacement and any reported call resolution on the said equipments / setup should be made available by the selected vendor at Office of The District Magistrate Office, North 24 Parganas, Barasat.
4. Wherever the vendors are unable to repair the said equipment and other related parts then standby unit / part should be provided or else penalty will be imposed as per the support and penalty terms.
5. The vendor shall be responsible for delivery, installation and support of the equipment ordered for replacement and for making fully operational at no additional charges.