

Re-tender

Two Bid Tender Document

For

**PROVIDING – RENTAL EPABX SYSTEM FOR FRI/ICFRE
AND ITS INSTITUTES**

(Tender No. 26/PO/EPABX/Admin/ICFRE/2019-20)



INDIAN COUNCIL OF FORESTRY RESEARCH AND EDUCATION

**P. O. New Forest, Dehradun-248006
(UTTARAKHAND)**

Notice Inviting Tenders
(National Competitive Bidding)
(Indian Council of Forestry Research & Education)
Post- New Forest, Dehradun - 248006, Uttarakhand, India
Phone: 0135-2224834/66; Fax: 0135-2750297
Website: [http:// www.icfre.gov.in](http://www.icfre.gov.in) Email: rampals@icfre.org

TENDER NO:

1.

Intent: ICFRE invites tender for EPABX System (on rental) basis for voice and broadband connectivity and online bids are invited on single stage two bid systems for providing – rental EPABX system for FRI/ICFRE and its institutes.

The details of the above items and other Terms and Conditions, etc. are available in the Tender Document. The tender forms and specifications are available at **CPPP** site <https://eprocure.gov.in/eprocure/app> and web site <http://www.icfre.gov.in>

2.

Tender documents may be downloaded from ICFRE website <http://www.icfre.gov.in> (for reference only) and **CPPP** site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in tender critical date sheet as under:-

Events	Important date/time	Venue
Published Date	By 28.02.2020, 06:30 P.M.	CPP portal/ ICFRE/Newspaper
Bid document download date	29.02.2020, 10:30 A.M. onward	Central Public Procurement Portal (CPPP)
Bid submission start date	29.02.2020 at 11.00 .A.M.	CPP portal
Clarification date	03.03.2020 at 3.00 P.M.	
bid presentation	Will be informed after technical evaluation	At ICFRE
Bid submission End date	12.03.2020 at 3.00 P.M.	CPP portal
Opening date of technical bids	13.03.2020 at 3.30 P.M.	Procurement Section, ICFRE
Opening date for financial bids	It will be decided later after technical evaluation	Procurement Section, ICFRE

Note: Who has participated in the presentation already not need for further presentation.

ADG (Admin)

INSTRUCTIONS TO THE BIDDERS

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Bidders are advised to follow the instructions provided in the “Instructions to the Tenderer/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

Not more than one tender shall be submitted by one tenderer/bidder. Under no circumstances, the father and his sons(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. **A breach of this condition will render the tenders of both parties liable to rejection.**

Tenderer/bidder who has downloaded the tender from the <http://www.icfre.gov.in> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **shall not temper/modify the tender form including downloaded price bid template in any manner.** In case, if the same is found to be tempered/modified in any manner, tender will be summarily rejected and EMD would be forfeited and tenderer/bidder will be liable to be banned from doing business with ICFRE in future.

Intending tenderers/bidders are advised to visit again the ICFRE website <http://www.icfre.gov.in> and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to the closing date of submission of tender for any corrigendum / addendum / amendment etc.

Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet.**

1.0 Qualifying Bid

Qualifying documents should be uploaded in CPPP Website <http://eprocure.gov.in/eprocure/app>. The following documents are to be furnished by the Tenderer/Bidder, as qualifying bid, as signed alongwith the seal/stamp and scanned copy of original documents in *pdf* format uploaded in CPP Portal:

- (a) Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty thousand only) should be made in the Form of FDR/Bank Guarantee/ Demand Draft from any Nationalized Bank in *favour of Director General, ICFRE, Dehradun* payable at Dehradun and scanned copy of the same should be uploaded in the CPP Portal, the hard copy of EMD should be sent to ADG (Admin), ICFRE Dehradun-248006 on or before the last date/time of qualifying bid submission.
- (b) A signed and scanned copy of affidavit in non-judicial stamp paper of Rs. 10/- by the firm that it has never been blacklisted/debarred/banned by ICFRE or its Institutes/any Govt. department/Public Sector must be attached alongwith the bid failing which the bid shall be rejected.
- (c) Signed and scanned copy of original documents/certificates, GST, TIN No., and PAN.
- (d) Tender fee: The tender form downloaded from the aforementioned websites must include Rs. 2000/- + 18% GST by crossed Demand Draft in favour of Director General, ICFRE, Dehradun payable at Dehradun. It is not refundable. The hard copy of the same must be received on or before last date/time of opening the qualifying bid Scanned copy of the same should be uploaded in the Portal.
- (e) Interested bidders should clearly indicate submission of explicit documentary evidence with respect to the following, in absence of which the proposal will be rejected summarily at pre-qualification stage itself :-
 - (i) Be a Registered Company Under DOT (Department of Telecommunication) (Registration certificate to be submitted) with five years of existence.
 - (ii) **Have annual turnover of Rupees Twenty crores and above in previous two financial years in telephone services.**
 - (iii) Vender must be able to provide VoIP/VAS Services, IP Phones and telephone based operator console on payment basis as and when required by FRI/ICFRE & its Institutes in future.

- (iv) Have the experience of providing EPABX on rental in last five years of at least two (2) exchanges of similar capacity.
- (v) Signed and scanned copy of original profile and details of tendering firm in the formats given in **Annexure– I (Form I, Form II and Form V)**
- (vi) Signed and scanned copy of original letter of acceptance of tender conditions in the format given in **Annexure – II**
- (vii) Copy of the latest Landline Telephone /Electricity bill showing address of the Head Office/Branch Office.
- (viii) Duly attested copy of having GST statement paid to the Govt. for the last one year.

Note:- Bidder is requested to arrange the above documents in sequence with proper numbering

General Information:

- (i) Tenders are invited from reputed Telecom Service Providers for providing Electronic Private Automatic Branch Exchange (EPABX).
- (ii) Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- (iii) Any clarifications from ICFRE or any change in requirement will be posted on website. Hence before submitting the bids, bidder must ensure that such clarifications/changes have been considered by them. ICFRE will not have any responsibility in case some omission is done by any bidder.
- (vi) ICFRE has the right to reject any or all tenders received without assigning any reason whatsoever.

2 Submission of tender

The tender should be submitted in two parts, viz.,

- a. TECHNICAL BID.**
- b. FINANCIAL BID.**

3.1 Pre Bid Presentation

A pre bid presentation at ICFRE, Dehradun will be arranged between the Committee under the Chairmanship of ADG (Admin) and the bidders for clarification/finalization of terms & conditions etc. of the contract. Bidders must take part in pre-bid presentation at scheduled date and time and shall submit the model and technical specifications of the mechanism/machine to be deployed.

3.2 Financial Bid

- (a) The following Financial Proposal/Commercial bid format is provided as BoQ xls along with this tender document at <https://eprocure.gov.in/epublish/app>. Bidders are advised to download the format of BoQ xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case, the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer would be liable to be banned from doing business with Indian Council of Forestry Research & Education, Dehradun in future.

- (b) Administrative Charge/Service Charge will be inclusive of all taxes, fees, levies, etc. and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder and the same may be filled in the BoQ xls.
- (c) **GST should be clearly mentioned in the online financial proposal. It will be paid as per govt. norms.**
- (d) In case of any discrepancy/difference in the amounts indicated in figures and words the amount mentioned in words will prevail and will be considered.

4. BID EVALUATION, WORK ORDER, PERFORMANCE BANK GUARANTEE AND AGREEMENT:

The following procedure will be adopted in evaluating the bids and issue of work order etc: -

a. Opening of Technical Bid :-

The Technical Bid in respect of all bidders as received upto the specified time and date will be opened by the Bid Evaluation Committee constituted by ICFRE for the purpose. Documents submitted therein will be checked and evaluated later on. Incomplete documents or Non-submission of required documents shall lead to the rejection of bids and WILL NOT BE CONSIDERED FOR FURTHER EVALUATION. The bidders may remain present, if they wish so at that time of opening the Technical bids.

i)	Firm's relevant experience including similar experience of commissioning, Rental EPABX	40
ii)	Telecom service provider (at each ICFRE location) covering at least 50 cities in India including the locations given in Annexure II.	40
iii)	Technical solution provided by the bidder and its presentation	20
	Score Total (S_t)	100

The bidder must score at least 70 points out of 100 in the technical evaluation to be considered for financial evaluation

b. Opening of Financial Bid:-

The Financial Bid evaluation will be carried out for total technical score of 30. The Financial Bid of only those bidders who qualify in the technical evaluation shall be opened as per the schedule of Tender. The Financial Bids of qualified bidders shall be opened and evaluated by the Bid Evaluation Committee.

Financial bid shall be evaluated out of maximum marks of 30. The lowest bid shall be given maximum marks of 30 and others bidders shall be given marks in inverse proportion to the bid amount.

The Financial bid evaluation will be carried out for a total technical score of 30. The Financial Bid of only those bidders who qualify in the technical evaluation shall be opened as per the Schedule of Tender. The Financial Bid of qualified bidders shall be opened and evaluated by the Bid Evaluation Committee.

Financial bid shall be evaluated out of maximum marks of 30. The lowest bid shall be given maximum marks of 30 and others bidders shall be given marks in inverse proportion to the bid amount.

- c. **Finalization of tender:** The bidder scoring highest by summing up marks obtained in both technical bid and financial bid shall be given the final work order. Depending on the total score (both technical and financial score), the work order will be given for providing – rental EPABX system for FRI/ICFRE and its institutes to the lowest quoted value.
- d. **The Work Order, Performance Bank Guarantee and Agreement:** Successful bidder shall be issued the Work Order giving 15 days' time to sign the Agreement with the Assistant Director General (Administration), ICFRE and start providing services as per the Agreement. The successful bidder shall furnish, before signing the Agreement, a Performance Bank Guarantee (PBG) issued by *a Nationalized Bank in favour of Director General, ICFRE, Dehradun*, having validity of minimum six months beyond the date of expiry of the Contract, for an amount equivalent to 15% of the total annual contract value. In case the successful bidder fails to provide the Performance Bank Guarantee, sign the agreement within 15 days and start providing the services as per the Agreement, the EMD of the bidder shall be forfeited and the tender will then be awarded to another party. The losses, if any, suffered in this regard will be payable by the defaulting party.

5. **EVALUATION OF PROPOSALS**

A three-stage evaluation procedure will be adopted.

(i) **Stage – 1 EVALUATION OF TECHNICAL PROPOSAL**

Qualifying/technical documents submitted along with the bid shall be checked, and disqualification amongst these documents will lead to rejection of the proposal.

The technical evaluation criteria will include the firms **relevant experience, technical manpower (qualifications, availability and experience) and availability of necessary infrastructure machinery etc.** The technical evaluation also includes examination of the quality of samples submitted with the proposal. Evaluation will be carried out for total technical score (St) of 100 and scoring 70 points out of 100 will be the eligible criteria for financial evaluation.

(ii) Stage – 2 EVALUATION OF FINANCIAL PROPOSAL

$$S_f = 30 \times \frac{S_{\text{lowest}}}{S_b}$$

S_{lowest} = lowest bid amount

S_b = Amount of bid quoted by bidder 'b'

S_t = Technical bid score

Total marks = $S_f + S_t$

(iii) Stage – 3 FINAL EVALUATION OF THE BID

Proposal will finally be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights $S = S_t \times T\% + S_f \times F\%$.

The weight (T%) given to the Technical Proposal is 70%

The weight (F%) given to the Financial Proposal is 30%

iv) Financial Evaluation

- a) The evaluation committee will determine if the financial proposals are complete and without computational errors.
 - b) The total cost of the proposal shall be the total cost computed based on the quoted rates.
 - c) The lowest financial proposals (L1) will be acceptable.
- v) Final evaluation criteria shall be taking into consideration the Technical & Financial points.

6. SCOPE OF WORK AND DELIVERABLES:

- 6.1
- a) The vendor shall start the project work within 15 (fifteen) days from the date of signing of contract agreement and the total contract period shall be of 05 (five) years from the date of signing of contract agreement and may be extended on mutual constant.
 - b) Vendor will provide on-site maintenance contract of the equipments in use and alternate services within 24 Hrs. in case of malfunctioning or failure of the equipment at FRI/ICFRE & its Institutes.
 - c) Vender must be able to provide VoIP/VAS Services, IP Phones and telephone based operator console on payment basis as and when required by FRI/ICFRE & its Institutes in future.

Infrastructure at FRI/ICFRE premises & its Institute shall be provide at its premises a 230 V Single Phase 50 Hz. point for equipment by the costumer.

PROVISION OF RENTAL EPABX & RENT FREE PRI LINES

(Prices be quoted INR only)

S. No.	Location	Capacity of Exchange (Node)	Annual Rental (per node)	GST etc. if any
1.	Forest Research Institute, Dehradun	700		
2.	Tropical Forest Research Institute, Jabalpur	200		
3	Arid Forest Research Institute Jodhpur	200		
4	Institute of Wood Science & Technology, Bangalore	200		
5	Institute of Forest Genetics & Tree Breeding, Coimbatore	150		
6	Rain Forest Research Institute Jorhat	150		
7	Institute of Forest Productivity Ranchi	70		
8	Himalayan Forest Research Institute, Shimla	70		
9	Institute of Forest Biodiversity , Hyderabad	120		

Note:

Basic need and specifications of rental EPABX of all Institutes except FRI/ICFRE may be obtained from the concerned Institute/Centre by the vendor as per standard EPABX system, rent free PRI lines, complete MDF etc. before quoting the rate.

6.2 New State of Art rental EPABX System along with (02) two Nos. PRI (rent free)

- a. Provision of complete switching installation, commissioning and testing equipment for
 - 700 working extensions.
 - Voice over Internet Protocol (VoIP) & Value Added Service (VAS) can be added through addition / replacement of cards at any time or should be compatible if required by the customer on payment basis in future.
- b. Provision of complete power plant including Batteries for 12-18 hours backup.
- c. Provision of complete MDF with line protection alongwith its wiring and testing.
- d. Provision of fault location, subscriber management and Billing Software etc.
- e. Provision of connecting it to the outside via PRI connectivity.
- f. Provision to deploy a Nodal Officer from the firm to coordinate amongst the exchange of the all location.
- g. The EPABX should support back bone as Fiber Optic between the buildings and internal wiring of copper.
- h) The vendor providing the EPABX shall use the existing cabling laid down for EPABX. The bidders are advised to inspect the existing infrastructure in their own interest before submitting the bids.

Financial Bid

7 SPECIFIC TERMS & CONDITIONS:

- i) The tender for providing EPABX on Rental at FRI/ICFRE & its Institutes will have to be submitted in three parts viz. Pre bid presentation, Technical Proposal and Financial Proposal.
- ii) Acceptance of the bid shall be communicated to the successful bidder by a formal letter of intent.
- iii) The successful bidder will have to provide performance warranty equal to 5% of the contract value in the form of Demand Draft, FDR or Bank Guarantee in the name of Director General, ICFRE, Dehradun valid and renewable up to forty eight months from the date of signing of the agreement. This must be submitted within 10 days from award of contract.
- iv) The successful bidder shall be required to sign a Contract Agreement on a stamp paper of Rs. 100/- to be furnished by him within 15 days from award of contract.
- v) In case of discrepancy in the quoted prices (in figures and in words) the price written in words will be taken as valid.
- vi) Bidders must have their own infrastructure,
- vii) Short-listing of bidders does not confer any rights on any bidder, it only means that the offer made is under consideration.
- viii) While submitting the bid, the bidder shall be deemed to have read, understood and accepted all the terms and conditions stated in the Tender Document.
- ix) The bidder shall indicate the complete address of the Company/Office and work along with the name(s) of the contact person(s) and their telephone/fax/mobile nos.(s)/email addresses and other particulars as per Forms 3.
- x) The Financial proposal submitted by the bidder shall include all duties, taxes, octroi and overhead expenses, etc. applicable as per the rules of the land and the rates shall not be amended during the tenure of the contract.
- xi) The offer is for initially five years and may further be extended on mutual consent based on performance and as per existing rules.
- xii) The offer shall be valid for at least one month from the date of opening of the tender.
- xiii) Conditional tenders shall be rejected.
- xiv) In case of any dispute, the Director General, ICFRE shall decide the issue and his decision shall be final and binding on both the parties.
- xv) Part tender for providing service shall not be accepted.

8. GENERAL TERMS AND CONDITIONS:

- i) During the term of engagement, the vendor project team shall devote the whole of their time and attention to the performance of the services and shall at all times act with due diligence and efficiency and in accordance with the Terms of Reference. The vendor's project team shall make or assist in making all such reports and recommendations as may be contemplated by the Terms of Reference or as may be reasonably required by the Client within the general scope of the Project, and shall at times cooperate with the Client, its employees and agents in the interest of the Project. Even after the termination of the engagement, the vendor shall continue to cooperate with the client to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him/her.

- ii) At all times the vendor shall act with propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without the prior approval of the Client and shall refrain from engaging in any political activity.
- iii) Except with the written consent of the Client, he/she will not divulge to any person or use for own purpose any information relating to the services, the project or the client including information in respect of payments.
- iv) The vendor shall report immediately to the client any accident or injury and any damage to the property of the client or to the property or person of any third parties occurring in or arising out of the performance of the services and any act, matter or thing which within his/her knowledge may have caused such accident or injury. He/she shall also report immediately to the client any circumstances or events which might reasonably be expected to hinder or prejudice the performance or the services, including circumstances and events relating to his transportation and accommodation.
- v) All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the vendor while performing the services shall be the property of the client and upon termination of the engagement shall be disposed off as the client shall direct. The vendor may retain copies of such documents.
- vi) After the conclusion of the Term of Engagement, the vendor shall not, without the consent of the client engage in subsequent work on or in connection with the project or arising out of the project provided. however, that such consent shall not be unreasonably withheld.
- vii) No legal proceedings to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent jurisdiction over Dehradun, Uttarakhand.
- viii) Commencement of Assignment shall be within 10 days from the date of acceptance of offer.
- xi) The Asstt. Director General (Admin.) ICFRE, Dehradun reserves the right without assigning any reasons thereof; to:
 - a) Accept or reject whole or any part of an offer
 - b) Reject any or all offers partly or wholly,
 - c) Cancel or withdraw the Tender notice
 - d) Accept or reject any deviations from these conditions

N.B : The Asstt. Director General (Admin) ICFRE, Dehradun is not bound to accept the lowest Tender or lowest part of any Tender.

9. PAYMENT TERMS:

- a) The payment shall be made as per review of the progress of work and output in phased manner as follows:

Schedule of Payment

S.No.	Description	Payment Schedule
1.	Rental of EPABX	Monthly after Installation of Rental EPABX

- b) No claim on account of GST, work contract tax or any other taxes and duties presently in force for the services/ material used for execution of the work awarded under the contract, will be entertained and all such taxes and duties shall be borne by the vendor himself.

Note : GST is to be included with the monthly bill of Rental EPABX

- c) The ICFRE shall deduct such taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.
- d) The payment is subject to TDS as per Income tax rules/ laws.

10. PENALTIES:

a) **Delay in Implementation**

In case of delay in commissioning of EPABX by vendor, beyond 1 (One) month, for reason not attributable to ICFRE the ICFRE shall impose a penalty on vendor from the final payment @ 0.5% per week, subject to a maximum of 5% of the total project cost.

b) **Penalty- Clause for EPABX**

If the vendor fails to repair any equipment within 12 hours. they shall be warned and if fault continues to remain for more than 24 hours the vendor shall be penalized and rate of penalty shall be as given below:

Particulars	Penalty, rate per day
A. EPABX	Rs. 1000/- per day
B. Node	Rs. 05/- per day
C. FCBC & Battery Back-up	Rs. 100/-per day

11. ROLES AND RESPONSIBILITIES

11.1 Roles and Responsibilities of ICFRE

- a. Provision of adequate free space and earthings.
- b. Provision of free power and air conditioned environment
- c. Provision of internal wiring from the MDF at the Switch Room to the subscriber points.
- d. Provision of Telephone Instruments.

11.2 Roles and Responsibilities of the vender

New State of Art rental EPABX system along with (02) two Nos. PRI (rent free)

- a. Provision of complete switching installation, commissioning and testing equipment for
 - 700 working extensions.
 - Voice over Internet Protocol (VoIP) & Value Added Service (VAS) can be added through addition / replacement of cards at any time or should be compatible if required by the customer on payment basis in future.
- b. Provision of complete power plant including Batteries for 12-18 hours backup.
- c. Provision of complete MDF with line protection alongwith its wiring and testing.
- d. Provision of fault location, subscriber management and Billing Software etc.
- e. Provision of connecting it to the outside via PRI connectivity in ratio of 1:12.
- f. Provision to deploy a Nodal Officer from the firm to coordinate amongst the exchange of the all locations.

- g. Vender must be able to provide VoIP/VAS Services, IP Phones and telephone based operator console on payment basis as and when required by FRI/ICFRE & its Institutes in future.

Note:

Basic need and specifications of rental EPABX of all Institutes except FRI/ICFRE may be obtained from the concerned Institute/Centre by the vendor as per standard EPABX system, rent free PRI lines, complete MDF etc. before quoting the rate.

12. TIMELINES FOR IMPLEMENTATION WITH DELIVERABLES:

- 12.1 Unless extended by Mutual consent of the parties, the project shall be completed within a period of 1(one) month from the date of signing of the Agreement.
- 12.2 The vendor shall submit a detailed plan (activity wise time line) for carrying out the work within contract period. The vendor shall submit a progress report on weekly basis to the Member Secretary.
- 12.3 The vendor's representatives shall contact with Technical Committee and explain the progress made and also facilitate the deliverables by the technical committee.
- 12.4 The date of satisfactory completion of services shall be the date on which ICFRE accepts by issuing an appropriate certificate of satisfactory completion of services by the Technical Committee.

13. DISPUTE RESOLUTION

- 13.1 **Informal dispute resolution :** The parties agree to attempt to resolve all disputes arising under the Agreement through negotiation, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
- 13.2 **Arbitration:** Except where otherwise provided in the contract all questions and disputes whatsoever in any way arising out of or relation to the contract or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the consultancy or after the completion or abandonment therefore shall be referred to the sole arbitration of the person appointed by the Director General, Indian Council of Forestry Research and Education, Dehradun on his behalf at the time of dispute. There will be no objection to any such appointment that the arbitrator so appointed is an employee of ICFRE, or government servant or that he had to deal with the matters to which the contract relates or that in the course of his duties as employee of ICFRE, or government servant, he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally referred, or being transferred or vacating his office or being unable to act for any reason shall be replaced by another person as decided by Director General, ICFRE, to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Director General, ICFRE should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/- and above, the arbitrator shall give reasons for the award.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, not any statutory modifications or re-enactment thereof and the rules made there

under and for the time being in force shall apply to the arbitration proceedings under this clause.

Services under the contract shall, notwithstanding the existence of any such dispute, question or controversy continue during arbitration proceedings and no payment due or payable by ICFRE or the Firm shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration. Reference to arbitration shall be a condition precedent to any other action at law.

13.3 This Clause will survive the termination or expiry of this agreement.

14 FORCE MAJEURE:

14.1 The performance of the obligations of either party under this agreement is subject to *force majeure*.

14.2 If a *force majeure* situation arises, either party shall promptly notify to the other party in writing of such conditions and the cause thereof. Unless directed by ICFRE in writing, the vendor shall continue to perform its obligations under this agreement, as far as it is reasonably practical. Either party reserves the right to terminate this contract, without any additional liabilities to either party, if the *force majeure* period continues for more than 90 (ninety days).

FORM 1

ASSIGNMENT OF SIMILAR NATURE & MAGNITUDE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

Sl. No.	Name of the Assignment/ Project	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed	Address of organization with phone no. where assignment was done
1	2	3	4	5	6	7

Note: Documents to be annexed in support of above statement.

FORM 2

PARTICULARS OF THE BIDDER

1. Name of the Bidder : _____
2. Head/Regd. Office Address : _____
 - a) Postal : _____
 - b) Fax No : _____
 - c) Telephone No.s (s) : _____
 - d) E-mail Address : _____
 - e) Website Address : _____
3. Former name of bidder (if any) : _____
4. Dehradun Office Address, (if any) : _____
 - a) Postal : _____
 - b) Fax No. : _____
 - c) Telephone No.s (s) : _____
 - d) E-mail Address : _____
5. Type of Organization : Individual/Partnership/Incorporated
6. (i) Year of Establishment : _____
7. Amount of EMD deposited
 - a) Draft /Bank Guarantee No. : _____
 - b) Bank Detail : _____
 - c) Amount : _____

8. Name and address of the authorized signatory/contact person for this Quotation : _____
 : _____
 : _____
9. Whether letter of Authority for - attending bid opening enclosed with Quotation ? : _____
 : _____
 : _____
10. Whether PAN certificate attached ? : _____
11. GST No. : _____
12. Whether the bidder has : _____

ISO Certification ?

If yes/whether document
 attached in technical bid

Signature of Bidder

Name

Office Seal

Date:

Place:

FORM 3

BID PROPOSAL SHEET

Tenderer's Proposal Reference No. & Date: _____
Tenderer's Name & Address: _____
Person to be contacted: _____
Designation: _____
Telephone No. [E-mail](#): [Fax](#) No. _____

To,

The Assistant Director General (Admin.)
Directorate of Administration,
Indian Council of Forestry Research & Education
P.O. New Forest, Dehradun-248006

Sub: Tender Document for providing rental EPABX System for FRI/ICFRE & its Institutes.

Dear Sir,

1. We, the undersigned Tenderer(s), have read and examined in detail the bidding documents in respect of the above cited maintenance contracts as specified in the tender document.
2. All the prices mentioned in our proposal are in accordance with the terms as specified in the tender document. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the last date of submission of bids.
3. We do hereby confirm that our bid prices include all taxes including Income Tax, Professional Tax & GST etc.
4. We have studied the Clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.
5. We have enclosed the earnest money in the term of Bank Draft amounting to Rs. 50, 000/- (Rupees fifty thousand only), it is liable to be forfeited in accordance with the provisions of tender document.
6. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.
7. We confirm having submitted qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
8. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.
9. Bid submitted by us is properly sealed and prepared, so as to prevent any subsequent alteration and replacement.
10. We understand that you are not bound to accept the lowest or any bid you may receive or to place part order or to reject any bid or to cancel the tender without assigning reason whatsoever.

Thanking you,

Yours faithfully,

(Signature)

Name and Designation:

Business Address: Seal

Date:

Place:

FORM 4

PROFORMA FOR BANK GUARANTEE

(To be Stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref: _____ Bank Guarantee: _____

Date: _____

Dear Sir,

In consideration of Indian Council of Forestry Research and Education, Dehradun (Hereinafter referred as the 'ICFRE', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the vendor, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) resulting in a Contract Valued for _____ hereinafter called the 'Contract' and the ICFRE having agreed to make an advance payment to the vendor for performance of the above contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the vendor.

We _____ (Name of bank) having its Head Office at _____ (hereinafter referred to as Bank, which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertaken to pay the ICFRE immediately soon demand an or, all amount payable by the vendor to the extent of _____ as aforesaid at any time up to _____ any demur, reservation, contest, resource or protest and/or without any reference to the vendor. Any such demand made by the ICFRE on the bank shall be conclusive and binding notwithstanding any difference between the ICFRE and vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable the ICFRE discharges its guarantee.

The ICFRE shall have the fullest liberty without affecting in any way the liability of the Bank under Guarantee, from time to time vary the advance or to extend the time of performance of the Contract by the vendor. The ICFRE shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise or any powers vested in them of any right which they might have against the ICFRE and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the ICFRE and vendor any other course or remedy or security available to the ICFRE. The bank shall not be relieved of its obligations under these presents by any exercise by the ICFRE of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the ICFRE or any other indulgence shown by the ICFRE or by any other matter or things whatsoever which under lay would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the ICFRE at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the consultant and notwithstanding any security or other guarantee that the ICFRE may have in relation to the vendor's liabilities. Notwithstanding anything contained herein above our liability under the guarantee is limited to _____ and it shall remain in force up to and including _____ and shall extend from time to time from M/s _____ on whose behalf this guarantee has been given.

Dated this day of _____ 20 _____ at _____

Signature & Seal of Authorized Signatory of Bank

**FORMAT OF CURRICULUM VITAE (C.V.)
OF PROPOSED NODAL OFFICER OF THE FIRM
(to be submitted at the time of agreement)**

Proposed Position : Nodal Officer
Name of Firm :
Name of Nodal Officer :
& Designation
Details of Tasks Assigned:.....
Telephone No. Office..... Res.
Mobile E-mail

Specific Features

1. Subscriber wise billing facilities.
2. Call billing software should be for maintaining the record of Internal & External calls in toto.
3. PRI (rent free) connectivity to Public Switched Telephone Network (PSTN) should be provided in the ratio of 1:12.

New State of Art rental EPABX system along with (02) two Nos. PRI (rent free)

Specification of FRI/ICFRE

- a. Provision of complete switching installation, commissioning and testing equipment for
 - 700 working extensions.
 - Voice over Internet Protocol (VoIP) & Value Added Service (VAS) can be added through addition / replacement of cards at any time or should be compatible if required by the customer on payment basis in future.
- b. Provision of complete power plant including Batteries for 12-18 hours backup.
- c. Provision of complete MDF alongwith its wiring and testing with line protection.
- d. Provision of fault location, subscriber management and Billing Software etc..
- e. Provision of connecting it to the outside via PRI connectivity.
- f. Provision to deploy a Nodal Officer from the firm to coordinate amongst the exchange for the all locations.
- g. Provision for other institutes as per tender document & BoQ.
- h. The EPABX should support back bone as Fiber Optic between the buildings and internal wiring of copper.
- i. The vendor providing the EPABX shall use the existing cabling laid down for EPABX. The bidders are advised to inspect the existing infrastructure in their own interest before submitting the bids.
- j. Vender must be able to provide VoIP/VAS Services, IP Phones and telephone based operator console on payment basis as and when required by FRI/ICFRE & its Institutes in future.

Note:

Basic need and specifications of rental EPABX of all Institutes except FRI/ICFRE may be obtained from the concerned Institute/Centre by the vendor as per standard EPABX system, rent free PRI lines, complete MDF etc. before quoting the rate.

ANNEXURE I**Address and Contact Details of Institutes/Centres/Offices**

Sl.	Name and Address of Institute	Contact No.
1.	ADG (Admin) Directorate of Administration Indian Council of Forestry Research and Education (ICFRE) P.O. New Forest, Dehradun-248006	0135-2750297
	Registrar, Forest Research Institute (FRI), P.O. New Forest, Dehradun	0135-2752678
2.	Institute of Forest Genetics & Tree Breeding, P.B. No. 1061, Forest Campus, R.S. Puram, Coimbatore – 641 002, Tamil Nadu (INDIA)	091-422-2484942
3.	Institute of Forest Productivity (IFP) Aranhodya, Ranchi Gumla National Highway – 23 Lalgutwa, Ranchi (Jharkhand) 835303	0651-2526140
4.	Institute of Wood Science & Technology (IWST), Forest Research Laboratory Campus, P.O. Malleswaram, Bangalore – 560003 (Karnataka)	22190101
5.	Tropical Forest Research Institute (TFRI) P.O. Regional Forest Research Center Mandla Road, Jabalpur – 482021 (M.P.)	761-2840483
6.	Arid Forest Research Institute (AFRI) P.O. Krishi Mandi, New Pali Road, Jodhpur – 342005 (Rajasthan)	0291-2722549
7.	Himalayan Forest Research Institute, Panthaghati – 171 013, Shimla, Himachal Pradesh,	0177-2626778
8.	Rain Forest Research Institute (RFRI) Deovan, Sotai, Post box No. 136, Jorhat -785001 (Assam)	9435094399
9.	Institute of Forest Biodiversity, Hyderabad	040-66309500

Summary of the Financial Proposal

S. No.	Location	Capacity of Exchange (Node)	Annual Rental per Node	GST if any	Call charge if any	GST
1.	Forest Research Institute, Dehradun	700				
2.	Tropical Forest Research Institute, Jabalpur	200				
3	Arid Forest Research Institute Jodhpur	200				
4	Institute of Wood Science & Technology, Bangalore	200				
5	Institute of Forest Genetics & Tree Breeding, Coimbatore	150				
6	Rain Forest Research Institute Jorhat	150				
7	Institute of Forest Productivity Ranchi	70				
8	Himalayan Forest Research Institute, Shimla	70				
9.	Institute of Forest Biodiversity, Hyderabad	120				

Note:

- Price should be quoted in Indian rupees only
- Rates quoted must be Excluding of all taxes
- TDS will be made as per Income Tax Rules
- GST should be clearly mentioned and it will paid as per Govt. norms

Specification of EPABX for FRI/ICFRE

Complete installation of new State of Art Digital EPABX System equipped for 700 lines, expendable to 1000 lines along with F.C.B.C. with batteries 12 -18 hours back-up, full equipped 1000 port M.D.F. with line protection. PRI connectivity to Public Switched Telephone Network (PSTN) network should be provided in the ratio of 1:12.

General Features

System should be compact in size with following basic requirements

1. DTMF facility.
2. DID facility.
3. Call billing facility.
4. Malicious calls tracing facility, Internal & External Calls, both.
5. Call interruption facility.
6. Call Hold with music.
7. Call Flash, Transfer, Call Forwarding with music.
8. CLI facility.
9. Night service.
10. Fully duplicated.
11. Auto Reload system.
12. Dust proof enclosures.
13. Fire and electric protection.
14. Terminal portability.
15. CTI inbuilt.
16. ISDN, ATM complied.
17. Provision of two spare line cards minimum.
18. Provision fault tracing software from MDF up to subscribers end.
19. Provision of call billing software.
20. Vender must be able to provide VoIP/VAS Services, IP Phones and telephone based operator console on payment basis as and when required by FRI/ICFRE & its Institutes in future.
21. Other specific and new features etc.

New State of Art rental EPABX system along with (02) two Nos. PRI (rent free)

- a) The vendor will provide an EPABX on rental with specification 700 capacity (upgradable to 1000) and supporting backbone as Fiber Optic or copper. The EPABX should support back bone as Fiber Optic between the buildings and internal wiring of copper.
- b) The vendor providing the EPABX shall use the existing cabling laid down for EPABX. The bidders are advised to inspect the existing infrastructure in their own interest before submitting the bids.

SERVICE LEVEL AGREEMENT(SLA) FOR EPABX

1. Maintaining the performance and quality of service standards.
 2. Maintaining the MTTR (Mean Time to Restore).
 3. 99% of faults reported by subscriber should be rectified within 24 hours.
 4. Total system uptime in no case shall be less than 99%.
 5. Battery Back-up will be provided for 12-18 hours.
- Operator will ensured 02 rent free PRI lines.
 - Connectivity: PRI lines.
 - Fault maintenance & diagnostic features i.e. identification of fault, short line open circuit, high voltage etc.
 - Total 700 lines are required for FRI/ICFRE.
 - If the batteries back-up comes down (decreased) from 12-18 hrs. then the existing batteries or FCBC (Charger) should be replaced/repared immediately within a week. If not replaced/repared in the time limit then special penalty shall be imposed as deemed fit by competent authority.
 - Vender must be able to provide VoIP/VAS Services, IP Phones and telephone based operator console on payment basis as and when required by FRI/ICFRE & its Institutes in future.

LETTER OF ACCEPTANCE OF TENDER CONDITIONS

Bidder's Proposal Reference No. & Date: _____

Bidder's Name & Address: _____

Person to be contacted: _____

Designation: _____

Telephone No. _____ Mobile No. _____

E-mail: Fax No: _____ Fax No. : _____

To:

The Assistant Director General (Admin.)
 Directorate of Administration,
 Indian Council of Forestry Research & Education
 P.O. New Forest, Dehradun - 248006

Sub: For PROVIDING - RENTAL EPABX SYSTEM FOR FRI/ICFRE AND ITS INSTITUTES

Dear Sir,

1. We, the undersigned Bidder(s), having read and examined in detail the tender documents in respect of Tender Notice No. 26/PO/EPABX/Admin/ICFRE/2019-20 dt 28.02.2020, accept all the terms and conditions of the tender document.
2. All the prices mentioned in our proposal are in accordance with the terms as specified in the tender document and in accordance
3. We have enclosed the earnest money in the form of Bank Draft amounting to 50,000/- (Fifty thousand only)
4. We confirm having submitted documents as required by you in your tender document. In case you require any further information /documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
5. We hereby declare that in case the contract is awarded to us, we shall submit the Performance Guarantee as per terms of tender document.
6. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true to the best of our knowledge and belief.
7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
8. We understand that you are not bound to accept the lowest or any bid you may receive or to place part order or to reject any bid or to cancel the tender without assigning reason whatsoever.

Thanking you,

Yours faithfully,

(Signature)**Date:****Name****Designation:****Business Address: Seal**