

Regional Institute of Education



AMC of ICT Studio for E Learning

REGIONAL INSTITUTE OF EDUCATION, BHUBANESWAR
(National Council of Educational Research and Training)

Advt.No:-

Dated:-

TENDER NOTICE

Sealed Tenders (Technical and Financial Bids) are invited from Original Equipment Manufacturer (OEM), Authorized Service Provider (ASP) and reputed firms for Comprehensive Annual Maintenance Contract (CAMC) of Networking Part, (Switches, Router, Firewall, WiFi Controller, Wifi Axes Point, KVM Switch, KVM Monitor etc), and ICT Studio Equipments (Audio Mixer, Video Mixer, Cameras, LCD Projectors, Microphones, Video recorder, Studio LED Lights etc) of ICT Studio for 'E' Learning of Regional Institute of Education, Bhubaneswar. The last date of receipt of Tender is on or before 11.01.2021. For further details please visit our website: www.riebbs.ori.nic.in or www.riebbs.ac.in or contact I/c ICT Studio, Section Officer C&W & Assistant Store Officer, RIE, Bhubaneswar for the purpose.

-Sd-

ADMINISTRATIVE OFFICER

Sl. No.....

Cost of Tender Document Rs.

REGIONAL INSTITUTE OF EDUCATION, BHUBANESWAR

Tender Document for

Comprehensive Annual Maintenance Contract of Networking Switches, Devices, WIFI Network inside the Campus and Studio Equipments and Machineries of ICT Studio RIE, Bhubaneswar.

Last Date & Time for submission of Bids: 11.01.2021 up to 5.00 PM

**Venue: General Store
Regional Institute of Education
Sachivalaya Marg
Bhubaneswar**

REGIONAL INSTITUTE OF EDUCATION
Bhubaneswar
NOTICE INVITING TENDER

Sealed tender (Technical and Financial Bids) are invited from Original Equipment Manufacturer (OEM) or Authorize Service Provider (ASP) and reputed firms only in separate sealed envelopes for CAMC of Networking Switches, Devices, Routers, Firewall, KVM Monitor, Wi-Fi Axes Point, UPS etc. and Studio Equipments, Projectors, Audio Mixer, Video Mixer, Microphones and other Machineries of ICT Studio of RIE, Bhubaneswar. Detailed List attached.

The Tender Document can only be downloaded from the RIE website: www.riebbs.ori.nic.in or www.riebbs.ac.in. The complete Tender documents with all supporting documents are to be sent to the Administrative Officer, Regional Institute of Education, Sachivalaya Marg, Bhubaneswar- 22 so as to reach the office on or before **11/01/2021 up to 5.00 P.M.** Proper paging, indexing and sign of each document to be made by the firm in all tender documents.

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CHAPTER -1
(Eligibility Criteria of Tenderer/Bidder)

1. Eligibility Criteria

- (a) The Bidders must have successfully carried out the job of Comprehensive Annual Maintenance of Networking Devices, Switches, Routers, Firewalls, 100 Mbps Wifi Network, Access Points, KVM Monitors, Online UPS, HP Monitors, CPUs, NAS & Switches, 24port Switches etc. of at least two reputed Organizations out of which one should be preferably a reputed Educational Institute of higher learning/University/Institute.
- (b) The Bidders must have successfully carried out the job of Comprehensive Annual Maintenance of Television Studio, Equipments such as LCD projector, Microphones, Audio Mixer, Video Mixer, Studio Lightings, Video Recorder, Cameras, LED Lights, IMac Systems for recording and editing purposes, Adobe Software, NAS for Storing the programmes, Talk Back System, etc.
- (c) The Tenderer should have an Experience of minimum 3 Years in Govt./PSU/Reputed Establishment.
- (d) The Bidder should have at least one of its service centers located at Bhubaneswar.
- (e) The Bidder should submit all documentary evidences in support of the eligibility criteria.
- (f) Failure of submission of any of the documents in Technical Bid will make the bid rejected as non-responsive. RIE will have the option to treat some documents as mandatory/optional in the benefit of the Institute.
- (g) The bidder should have Apple & Sony authorized Service Center along with one Sony Certified Engineer, one Audio Engineer, at least two numbers of Apple Certified Engineer, and at least one network Certified Engineer.

2. Schedule of Invitation to Tender

(a)	Name & Address of the Purchaser	Administrative Officer, Regional Institute of Education, Bhubaneswar
(b)	Locations where the CAMC Services are to be performed	ICT Studio, RIE, Bhubaneswar & Wifi Connection from Studio to Campus at various places.
(c)	Opening Date of Tender Submission.	21/12/2020
(d)	Place of submitting Tender	C& W Section, RIE, Bhubaneswar
(e)	Last Date & Time for submission of Tender	11/01/2021 up to 5.00 PM
(f)	Date & time of Opening of Tender. (Technical Bid)	13/01/2021 at 11.00 AM
(g)	Date till which the Tender is valid	3Months from the opening of Tender Paper

(h)	Pre-Bid discussion is allowed to tenderer at ET CELL	28/12/2020
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Note: RIE shall not be responsible for non-receipt/non-delivery of the tender documents due to any reasons whatsoever. Tenders received after due date in unsealed condition will not be taken into consideration under any circumstances.

CHAPTER- 2
SCOPE OF WORK

1. Scope of Work

The successful Bidder shall maintain all the equipment as listed in Chapter-5 of the Tender Document under a “On Site” Comprehensive Annual Maintenance Agreement initially for a period of 2 (Two) years. However, order from RIE will be placed on annual basis based on the satisfactory performance of the services. It may further be extendable for third year on mutual agreement without increase in CAMC Cost, if so desired. A formal letter from the RIE to this effect and acceptance from the vendor will suffice.

The comprehensive maintenance shall include:

- (a) Maintaining of all items under CAMC in good working condition.
- (b) Keeping the entire ICT Studio Setup and the Wifi Networking inside the Campus Server room in good working condition.

2. Corrective Maintenance

Any System failure shall be attended to promptly by the company’s specialists within 02 hrs depending upon the nature and complexity of the faulty machine. Failure shall be rectified with least possible delay. CAMC shall cover maintenance of all items in good condition.

The company has to provide for repairs/replacement of defective parts of various machines and Equipments (with OEM make only) within the maintenance charge including the Networking Equipments in the Server room, the Venues where wifi connection LAN Connection has been provided within the Campus and all the ICT Studio Equipments and machineries, recording Software’s, Hardware’s, etc as described in Chapter – 5. Also replacement of defective parts at short notice irrespective of any cost should be done. This is a comprehensive maintenance contract excluding consumables equipment.

- 3. Any other action require for keeping the equipment under good working condition.

CHAPTER-3

INSTRUCTIONS TO THE BIDDER

1. General Instructions

The offers complete in all respect, in prescribed formats, should be submitted on or before the time and date fixed for the receipt of officers as set forth herewith in the tender documents. Offers received after stipulated time and date shall be summarily rejected.

2. Deposit of Earnest Money

- (a) Tenders submitted without Earnest Money deposit shall be rejected.
- (b) The Bidder shall be required to deposit Earnest Money of **Rs.40,000 /-** through fixed deposit receipt/Bank guarantee/Bank Draft/Pay Order drawn in favor of the General Fund Account, RIE, Bhubaneswar drawn on any Nationalized Bank Payable at Bhubaneswar. The EMD must accompany the Technical Bid otherwise the offer shall not be considered. However those bidders having MSME / NSIC Certificates are exempted EMD
- (c) The EMD shall remain deposited with RIE till the period of validity of offer.
- (d) No interest shall be payable by RIE on EMD.
- (e) The EMD deposit is liable to be forfeited if the tenderer withdraws, amends, impairs or derogates from the tender in any respect, within the period of validity of this offer.
- (f) The EMD of the successful tenderer shall be returned after the performance security is furnished by him.
- (g) If the successful tenderer fails to furnish performance security, the EMD shall be liable to be forfeited by RIE and RIE will have the choice to award the contract to the second lowest bidder.
- (h) The EMD of unsuccessful Bidder will be refunded as per provisions of GFR.

3. Last date for Submission of Tender Document:

Sealed Technical and Financial Bids placed separately in a single sealed envelope complete in all respects, along with the earnest money and tender document fee, should reach Administrative Officer, Regional Institute of Education, Sachivalaya Marg, Bhubaneswar-751022 on or before **11/01/2021 up to 5.00 PM**

4. Submission of Bid

- (a) The Bidder should submit Bids in two parts viz. 'Technical Bid' and 'Financial Bid'. The Technical Bid should be sealed in a separate sealed envelope along with DDs for EMD and Tender fee, subscribing 'Technical Bid for Comprehensive AMC of Networking Devices, Switches, Routers, Firewall, Online UPS, KVM Switches, KVM Monitors, HP Monitors, CPUs, and Television Studio (ICT Studio) Equipments

- (Audio Mixer, Imac Systems and Monitors, Recording Software, Editing Software, Adobe Software, Video Mixer, Microphones, Video Recorder, LED Lights, LCD Projectors, etc.) and the Financial Bids should be sealed in a separate sealed envelope subscribing 'Financial Bid for Comprehensive AMC of Networking Devices, Switches and ICT Studio Equipments as mentioned above. Both Technical and Financial Bid envelopes should be enclosed and sealed in a separate envelope marked as 'Bid for Comprehensive AMC of Networking Devices, and Switches, and ICT Studio Equipments, Softwares and Hardwares used recording and editing of programmes. The Bid should be addressed to: the Administrative Officer, Regional Institute of Education, Sachivalaya Marg, Bhubaneswar -751022.
- (b) All prices and other such information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed form. All the papers submitted with the bids as above for Technical and Financial Terms and Conditions must be signed by the tenderer. The Excise Duty, Sales Tax, WCT, service tax or any other Govt. duties etc. as applicable should be quoted separately, failing which, RIE shall have no liability to pay these charges, and the liability shall be that of the tenderer.
 - (c) Each page of the bids shall be numbered. It must bear the signature and seal of the tenderer at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.

5. Technical Bid

The Technical bid must be submitted in a spiral bind report format containing the documents arranged and labeled as per the following index. It may be noted that if the documents of Technical Bid are found without spiral binding, the same shall be summarily rejected.

- (a) Covering letter duly signed by the authorized person (Annexure-I)
- (b) DD/Pay Order towards Earnest money.
- (c) Company Profile as per format in Annexure – II.
- (d) Documentary evidences in respect of eligibility criteria. Each document should be labeled on the top right so as to indicate the eligibility criteria serial number.
- (e) Letter from the Principal/OEM (if any) supporting the tenderer for entire CAMC period.
- (f) Compliance to all terms and conditions laid down in this Tender Document.
- (g) Compliance to the Scope of work laid down in this Tender Document.
- (h) Details of the Manpower proposed to be posted at RIE, Bhubaneswar, for rendering CAMC services (Annexure-III)
- (i) Quality of Service Offered (Annexure-IV).
- (j) Arrangements proposed by the bidder for ensuring replacements of parts with non-spurious items i.e. original equipment.
- (k) Any deviation to the scope of work or terms and conditions.

Failure of submission of any of the documents in Technical bid will make the bid rejected as non-responsive. RIE will have the option to treat some documents as mandatory/optional in the benefit of the Institute.

Note: Technical Bid with loose or unlabelled papers will be summarily rejected.

6. Financial Bid

The Financial Bid should be according to the format given in the Tender Document (Annexure-V). It should be ensured that no required value against an item is missed. If the Bidder does not want to be charged for an item the value must be filled as NIL. All totals should be correct. The Financial Bid should contain the following.

- (a) Covering Letter from the Bidder duly signed.
- (b) Unit rate of maintenance charges on yearly basis against the machines as indicated in Chapter-5.
- (c) Taxes, if any must be indicated.
- (d) Total Bid amount in terms of INR for a year covering all the machinery as indicated in the Chapter-5.
- (e) The Financial Bid shall be opened only for the technically short-listed vendors on specified date and time in RIE. One representative from the company may be present, if they desire so, at the opening of the Financial Bid.
- (f) RIE will select the vendor on the basis of overall lowest Bid quoted by technically short-listed Bidder. The decision of the RIE arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any vendor to bring pressure of any kind may disqualify the vendor for the present tender and the vendor may be liable to be debarred from Bidding for the RIE tenders in future for a period of three years.
- (g) RIE shall have no obligation to convey reason for rejection of any Bid. It shall be opened for RIE to reject even the lowest Bidder, in the interest of the Institute and no reason need to be given thereof.
- (h) No advance payment will be made for maintenance contract to successful Bidder. The successful Bidder shall be required to submit performance security @5% and security deposit @ 10% of annual contract value in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee separately from any Nationalized Bank/ Financial Bank. This will be done within 15 days from the receipt of the acceptance of award of contract. No interest shall be paid on security deposit. The performance security shall remain with RIE for a reasonable period as per provisions of GFR and also no interest will be paid for the same.
- (i) RIE reserves the right to award the contract to any of the Bidders irrespective of not being lowest; taking into consideration the interest of RIE and in this respect, decision of RIE shall be final.
- (j) After the award of the Contract, the Firm will be required to maintain month wise reports indicating equipments wise work undertaken.

- (k) The Service Engineers should be in possession of mobile phone at their own cost and the details of the same has to be intimated to RIE.

7. Clarification of Bids

To assist in the examination, evaluation and comparison of bids the RIE may, at its discretion, ask the Bidder(S) for clarification(S) of the bid. The request for clarification and the response shall be in writing.

8. Effects and Validity Offer

- (a) The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against RIE for rejection of his offer. RIE reserves the right to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have claim in that regard against the maintenance service.
- (b) The offer shall be kept valid for acceptance for a minimum period of **90 (ninety)** calendar days from the date of opening of Financial Bid.
- (c) The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by RIE to the tenderer. While the offer is under consideration, if necessary, RIE may obtain clarification on the offer by requesting for such information from any or all the tenderers either in writing or through personal contacts as may be considered necessary. Tenderer shall not be permitted to change the substance of their offer, after the offer has been opened.
- (d) RIE shall not be responsible for any delay in submission of the tender bids. The offer submitted by the bidder through telex/telegram/fax or e-mail would not be considered as a valid offer. No further correspondence will be entertained in this matter
- (e) In the event, the vendor's company or concerned division of the company is taken over by another company, all the obligation under the agreement with RIE shall be passed on to the new company/division for compliance by the new company on the negotiations. The Registration number of the firm along with CST/WCT/TIN/PAN number allotted by the Sales Tax authorities shall invariably be given in the tender.
- (f) In case of tenderers whose tenders are not considered for placing order, the earnest money deposit shall be refunded without any interest within one month of the decision. In the case of tenderers whose tender are accepted for placing the order, tenderers shall give Security Deposit equivalent to 10% of the value of the annual contract, which will be valid for the entire period of the contract plus two months.
- (g) In case RIE notices that the market rates have come down from the time when rates were finalized in the rate contract/order or there is a need for re-asking the offer

based on market trends, RIE, may ask the technically short-listed vendors to re-quote the maintenance cost and the vendor shall be selected on the basis of procedure given earlier. The time difference between such re-quotes shall be minimum 3 months except in case of the Union Government budget.

RIE reserves the right to award the contract to any of the bidders irrespective of not being lowest; taking into consideration the interest of RIE and in this respect, decision of RIE shall be final.

9. Tender Opening and Selection of Firm or their Authorized Service Provider

Only the 'Technical Bid' part will be opened at the notified location on at in the presence of Bidders or their authorized representatives, who wish to be present. Technical Bids will be evaluated and after technical evaluation of the offers received, the Financial Bids of only the technically qualified bidders will be opened and they will be informed by post/fax/phone/e-mail about the opening of the Financial Bid at appropriate time.

Bidders will be selected by the following steps given as under.

- (a) Short-listing of eligible vendors satisfying the technical qualification requirements laid in this Tender document.
- (b) Selection of Bidder as the Service Provider who offers the lowest price and meets the financial qualification requirements from the technically qualified short-listed vendors.
- (c) Vendors will be short listed by the duly constituted Tender Evaluation Committee (TEC). If considered necessary, TEC will visit and inspect the infrastructure for service –providing-facilities of the vendor. The TEC may examine strength of the service support in terms of qualified engineers, spare parts stock, repair facilities, and quality data at vendor's place. The short-listed vendors may be called for detailed discussion at a specified date, time and venue if needed, by the TEC.
- (d) If RIE considers necessary, revised financial Bids may be asked from the short-listed vendors. Such Bids should be submitted within two days of the intimation to this effect in sealed envelopes on specified date and time. The revised Bids shall not be for amount more than the one quoted earlier for an item. Any vendor quoting higher rates for the same item quoted earlier in their revised Bid shall be disqualified for further consideration and EMD submitted may be forfeited
- (e) The contract will be for a period of one year from the date of award of contract on annual basis in the first instance. The performance of the vendor will be watched and if found satisfactory the contract may be extended for another year on the same terms & conditions.

10. Acceptance of offer

The tender shall be processed as per standard procedure. RIE, however, reserves the right to reject any tender without disclosing any reason. RIE would not be under obligation to give any clarifications to those vendors whose tenders have been rejected.

11. Signing of Agreement

The successful bidder shall execute a CAMC Agreement as per the format prescribed by RIE based on this Tender Document and agreed Terms and Conditions. After the expiry of agreement, RIE, based on the performance of the services offered and on its sole discretion, may offer the successful bidder to extend the CAMC contract for a period of six-months or more.

CHAPTER-4 (CONDITIONS OF CONTRACT)

1. Performance Security Bond

- a) After an ‘ acceptance of tender ‘ is issued by RIE the successful bidder shall be required to submit a performance Security Bond of **10% of Annual Contract Value** from a Nationalized Bank. This will be done within 15days from the receipt of acceptance of the award of contract .Performance Security shall remain with RIE for a period of Sixty (60) days beyond the date of completion of all contractual obligations of the supplier including warranty obligation. No interest shall be paid on the Security Deposit amount.
- b) If the vendor, having been called upon by RIE to furnish Performance Security Bond, fails to furnish the same, it shall be lawful for RIE:-

To recover the amount of the bond from the vendor by deducting the amount from EMD or any pending bill of the vendor under any contract with RIE or the Government or any person contracting through RIE or otherwise however and cancel the contract and award the contract to another vendor at the risk and cost of the vendor.

- c) On performance and completion of the contract in all respects, the Performance Security Bond will be returned to the vendor without any interest.

2. Deployment of Engineers and other Personnel

The Bidder shall depute qualified, well cultured resident-engineers at the ICT Studio of the Institute to look after the Networking Devices, Switches, Routers, Firewall, online UPS, 100 Mbps LAN connection, wifi connection inside the campus, LCD Projectors, & other Studio Equipments. In case of absence of an engineer, substitute shall be provided by the successful Bidder on day-to-day basis. The successful Bidder shall furnish names, designations, qualifications, experience and mobile numbers of such engineers. Deputed engineers should be well experienced in maintenance of all types of TV Studio Equipments, Networking Devices, and Switches, 100Mbps, Internet Connectivity (LAN Network), wifi Network,. The engineers must report every working day at 9:00 a.m. to the Nodal Officer ICT Studio for ‘E’- Learning of the Institute to mark his attendance. The engineers shall be changed only with the prior approval of the Principal, RIE/In-Charge ICT Studio during maintenance period. The engineers may be assigned duties depending on the requirements.

3. Delivery of Services

- (a) The vendor shall deliver/provide the services at ICT Studio, RIE, Bhubaneswar by deputing adequate number of qualified engineers.
- (b) The vendor will have to do preventive maintenance of Networking Devices, Switches, Routers, Firewall, Online UPS, wifi Network, 100Mbps LAN Network, LCD Projectors, and all ICT Studio Equipments in each quarter. Reporters to this effect will be submitted by the vender to the In-charge, ICT Studio in each quarter.
- (c) The service engineers provided by the vendor should be well qualified and expert in the area of Networking Devices, Switches, Routers, firewall, online UPS, Computers, Scanner, 100Mbps LAN Network, wifi network, LCD Projectors, Microphones, Audio Mixture, Video Mixture, HP Monitors, KVM Monitors, and Switches and all other ICT Studio Equipments. They will also be required to provide such service for events like Video conferences, presentation etc organized by RIE.
- (d) The vendor will collect faulty equipment from the site and deliver/install the rectified equipment on site at their own cost.
- (e) The deputed engineer will submit weekly report on his activities towards CAMC to I/C ICT Studio of the Institute. This will be mandatory for processing of bills.
- (f) In case the equipment is down continuously for duration more then as given in Annexure IV because of faulty parts in the Networking system, vendor shall have to replace the faulty parts or Switches, or Devices, of the system by another working parts or switches having similar or higher configuration without any further cost to RIE, Bhubaneswar. If however, replacement is not done by the vendor then penalty will levied as per the clause laid down in this tender document unless genuine and convincing reason is submitted to RIE, Bhubaneswar. In case the engineer does not attend complaints at site for more than 7(seven) days continuously, the contract between RIE and the vendor may be considered as breached and the CAMC may be considered by RIE to be awarded to next lowest bidder.

4. Call attendance and Penalty

The company has to rectify the call within 24 hours of call placement and provide the service/solution to keep the machine, Networking Devices, and Switches, in working condition. The company will provide replacement of faulty part/machines of same or higher configuration when the networking system is not working after the period mentioned. User of the machines will have the sole authority to certify such cases whenever applicable. Penalty charges will be as follows.

(a) Penalty charges for networking switches and devices, ICT Studio Software's and Hardware's and other equipments after expiry of the maximum time is Rs. 1000/-.

(b) Penalty for absence of Engineers @ Rs. 500/- per day will be deducted from the bill submitted by the vendor.

5. Payment of CAMC Charges

No part of the contract price shall become due or payable until the vendor has delivered and provided service to the complete satisfaction of RIE. Payment for the contract will be processed on quarterly basis only after receiving bill form the service provider attached with performance report for the quarter from In-Charge ICT Studio, Nodal Officer, RIE, Bhubaneswar. Processing will be effective after the expiry of said period as per the rates quoted in commercial terms and (agreed mutually) on the basis of actual working machines. Review of such cases of addition/deletion of items/equipment listed in the tender documents will be on the basis of mutual agreement and decision of RIE will be final. The payment is subject to necessary deduction towards penalty for downtime of machines as per clause for 'call attendance and Penalty' in this Tender Document. A pre-receipted bill shall be submitted in duplicate to the office of the Administrative Officer, RIE, Bhubaneswar. The Bill must accompany the 'Performance Report', as above.

6. Extension of CAMC Period

The CAMC can be further extended after completion of one year on mutual agreement for another year of part thereof on pro-rata charges basis on satisfactory performance. No supplementary agreement is necessary for this. A formal letter from the Institute to this effect and acceptance from agency shall suffice.

7. Freight and Taxes

The prices should be inclusive of all taxes, freight etc if applicable. Octroi Duty/WCT if any shall be borne by the vendor.

8. Termination of Agreement

The RIE may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation to the Service Provider and/or other suitable action,

If:

-The Service Provider becomes bankrupt or is otherwise declared insolvent.

-The quality of Services rendered to RIE gets degraded and/or is not up to satisfaction of RIE.

(a) If at any stage, it is found that the parts supplied by the maintaining agency are duplicate or of inferior quality, the AMC may be summarily terminated and the Bank Guarantee may be revoked and RIE may take any other suitable action.

- (b) The Service Provider may submit request for termination of agreement by giving at least three months Advance notice of RIE.

9. Travel Expense

No travel expense will be borne by RIE. The company is bound to provide these services at all location of RIE, Bhubaneswar.

10. Other Terms and Conditions

- Overwriting in the Bid, if any, should be supported by signatures. Illegible writing may lead to rejection of Bids.
- The tenderer must ensure that the conditions laid down for submission of offers detailed in the Bid document are completely and correctly fulfilled. Tenders, which are not complete in all respect as stipulated above, may be summarily rejected.
- It will be imperative on each tenderer to fully acquaint himself of the entire local conditions and factors which would have effect on the performance of the contract and cost. RIE shall not entertain any request for clarification from the tenderer regarding local conditions. No request for the enhancement in price shall be entertained after the Bidder has accepted the offer.
- In the evaluation and comparison of Bids, RIE reserves the right to reject any or all tenders.
- RIE reserves the right to increase/decrease the quantity of items as mentioned in this tender document at the time of award of work or at a later stage. In case of decrease of the quantity the CAMC charges will be deducted accordingly.
- RIE shall not be responsible for any delay, loss or non-receipt of tender documents or any other related document sent by post.
- The maintenance shall be done in the Institute premises. However, if it becomes necessary to take out the faulty equipments to the workshop a Gate pass for shifting of equipment should be obtained by the C&W section , RIE, Bhubaneswar.
- In case the repair of equipment takes more than 24-hours standby equipment should be made available to the user concerned.
- **In case, replacement of part become necessary, the part of the same make and at least the same configuration as in the original hardware shall be used. A document containing details of all such replacements is to be maintained separately.**
- The vendor shall provide, at its own cost, complete required tool kit and accessories for maintaining hardware, software to deputed engineer(s).

11. Safety Measures

- (a) The vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representatives, agent, workmen) working in the office while executing the work.
- (b) The vendor shall ensure that unauthorized, careless or inadvertent operation of installed equipment, which may result in accident to their staff and/or damage to the equipment does not occur.
- (c) The vendor shall assume all liability for and give to RIE the complete indemnity against all actions, suits, claims, demands, cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to RIE's property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workmen compensation act or any other statute in force from time to time.

12. Settlement of Dispute and Jurisdiction

Disputes if any, arising during the contract period shall be negotiated/discussed at once in order to resolve the same, failing which regular Courts at Bhubaneswar only will be have jurisdiction to adjudicate upon the matter.

- 13. The service provider shall also be required to ensure the functionality of the computers and peripherals which are under warranty.
- 14. The successful Bidder will sign a contract as per the Terms and Conditions given in Annexure-5 after furnishing performance security and security deposit.
- 15. The Institute reserves the right to reject Technical Bid(s) or Financial Bid(s) and also terminate the contract at any stage without assigning any reason thereof.

This issues with the approval of the Principal.

Administrative Officer

Chapter – 5

List of Networking, Switches, Devices, Router, Firewall, Wireless Access points Power injector, UPS, Monitors.

Sl.No	Item	Specification/ Model	Make	Quantity	Year of Purchase
1	Firewall/UTM Detail	Model No. SRX240H2	Juniper	2	2015
	Firewall	CR300ING	Cyberoam	1	2016
2	NMS/EMS Detail	Model-JA2500 – A-BSE	Juniper	1	2015
3	Switch	Model – EX4300 – 24T	Juniper	12	2015
	Switch	Model – SG300-28	Cisco	1	2017
	Switch	Model – SG350-28P	Cisco	1	2018
	Switch	Model – SG350-28	Cisco	1	2018
	Switch	Model – HP2530-24G	HP	1	2015
4	Network Module Card	Model-EX-UM-4X4SFP	Juniper	11	2015
5	Router	Model-SRX220H2	Juniper	2	2015
6	Wireless Controller	Model – WLC100	Juniper	1	2015
7	Wireless Access Point Details	Model – WLA322	Juniper	5	2015
	Wireless Access Point Details	Model – WLA322	Juniper	5	2015

8	Wireless Access Point Details		UAP AC-LR		4	2017
9	Power Injector Detail		POE – 15C8	TPLINK	10	2015
10	UPS KVA	5	Model – Numeric Digital Max UL-C15-031AA		1	2015
11	UPS KVA	2	Model – Numeric Digital Max		5	2015
12	Relicell Battery		12Volt 65 Amper			2015
13	KVM Monitor		AP17KMM-106	Avocent KVM Monitor	1	2015
14	KVM Switch		8SV1000	Avocent KVM Switch	1	2015

Chapter – 6

List of CMS Equipments for AMC of ICT Studio

Sl.No	Item	Specification/ Model	Make	Quantity	Year of Purchase
1	Camera	Model. No SNY- HXRMC1500	Sony	3	03.07.2015
2	32” Video Monitor/TV	32” - LG LCD/LED	LG	2	03.07.2015
3	Video Switcher	Sony MCS 8M	Sony	1	03.07.2015
4	Talk Back System	Data Video ITC100		1	03.07.2015
5	VGA Convertor	Model– DAC70 3G/HD/SD up Down/Cross Convertor		1	03.07.2015
6	Audio Mixer	Model–Sound Craft EFX8		1	03.07.2015
7	Audio Monitoring	Model–Icon SX8A		1	03.07.2015
8	SDI To HDMI Convertor for Studio Fold Back Display	Model– AJAH – 15		1	03.07.2015
9	Character Generator With PC	CG Software (Data Video CG-350) and PC Model – HP Elite desk 800 GI TWR		1	03.07.2015
10	Micro Phone	Transmitter (Win 42 BP) and Receiver Win 42 R) LD System With wair Alpple	Lavalier	4	03.07.2015

11	De-EMbedder	Model – Blackmagic Decklink Card		1	03.07.2015
12	NAS Based Server System(48TB)	Model – Infortend Eon NAS 3012s1		1	03.07.2015
13	24 Port Switch	Model – HP 2530-24G		1	03.07.2015
14	Post Production	Model – Imac27 Inch		1	03.07.2015
15	Video Graphic System	Model – Imac 27 Inch		1	03.07.2015
16	Ingest System and Editing	Model – AJAioXT		2	03.07.2015
17	Ultra Short Throw Multimedia Projector with Active tool And Accessories	Model – HITACHI CP TW3003	Hitachi	5	03.07.2015
18	LED Light 1200Watt			2	03.07.2015
19	HP system for VC & class room	Model HP 1.ET Cell 2.Conference Room 3.Server Room 4.Studio 2nos		5	03.07.2015
20	Wireless Mic			10	
21	Head Phone	LD System		2	03.07.2015

Chapter – 7

ANNEXURE – I

BID PROPOSAL SHEET/FORWARDING LETTER

Tenderer's Proposal Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

E-Mail Id:

Administrative Officer

RIE, Bhubaneswar

Subject: CAMC of Networking Devices, Switches, Routers, Firewall & ICT Studio Equipments (Hardware's and Software's) at RIE, Bhubaneswar.

Dear Sir,

We, the undersigned Tenderers, having read and examined in detail the specifications and scope of the work as specified in the tender document and all other Bidding documents in respect of CAMC of Networking Devices, Switches, Routers, Firewall, 100 Mbps LAN, Online UPS, and active & passive Network ICT Studio Equipments (Hardware's and Software's) at RIE, Bhubaneswar do hereby propose to provide the maintenance services as in the Bidding document.

PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in Bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the date of opening of financial Bids.

EARNEST MONEY

We have enclosed the required earnest money in the form of 'Bank Draft/Pay Order/_2% of Total Value.

Bank Guarantee in the Technical Bid. The details are as under:

Earnest Money Amount : Rs ____

DD/Pay Order No.

Date

Bank and Branch

DEVATIONS:-We declare that all the services shall be performed strictly in accordance with the Technical specifications and terms mentioned in the Tender document. No Technical deviation will be acceptable and any technical deviation is liable to the rejection of tender.

BID PRICING

We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the Bidding document. WE further understand that the quantities as specified in this Tender may increase or decrease at the time of Award of Contract Order or at a later stage as per the requirements of RIE, Bhubaneswar.

ALTERATION IN NUMBER OF ENGINEERS

We understand that RIE may require additional engineer or if situation warrants may reduce the number of engineers as and when required at a later stage.

QUALIFYING DATA

We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

CONTRACT PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of Bank Guarantee for the amount of 5% of the total order value.

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.

We understand that the RIE is not bound to accept the lowest or any Bid that it may receive.
Thanking you,

Yours faithfully,

(Authorized Signatory)

Date:

Place:

Business Address:

Name:

Designation:

Seal

TECHNICAL BID**ANNEXURE –II**

Sl. No	Description of Company/Firm	Detailed to be filled up	Page Number of this tender document where copy/certificate is attached
1	Name of Firm/Company		
2	Address		
3	Telephone No.		
	Mobile		
	Fax:		
	E-Mail		
4	Type of Organization (whether sole proprietorship/partnership/private limited of		
5	Name of the Proprietor/Partners/Directors of the Organization/Firm		
6	Service Tax No & VAT Nos. of the Firm		
7	TAN number of the firm/company		
8	GSTI No of the Firm		
9	PAN number of the firm/company		
10	Work Experience for providing 05 year experience in the Studio & NetWork 100mbps maintenance (Attached documentary proof in support of claim)		
11	Total number of Engineers working in the Organization		
12	Whether EMD submitted or not indicate the BC/DD No. and date with amount of the EMD (Yes/No)		
13	Average annual turnover of the company of Rs. 50,00,000/- in the last three years with the details of the Net Profit & Loss duly certified by C.A.		
	2015-16		
	2016-17		
	2017-18		
14	ITR of company for the last three years, 2017-2018, 2018-2019 2019-2020 (Proof enclosed)		

15	DD/Pay Order/Cash Receipt toward tender document fee		
16	Bidder shall enclosed the OEM certificate from the original manufacturer as per prescribed format having back to back arrangements of the firm with Apple, Sony, Data Video, Sound Craft, AJA ,HP/Lenovo/Dell, etc. for the hardware.		
17	Service Center in Bhubaneswar Please confirm (Proof Enclosed)		
18	Explain how the firm will Institute a System of monitoring in order to ensure that all computers and peripherals will be systematically maintained.		
19	Client served in the past three years		
20	List of personnel with designations currently working with the firm.		
21	Curriculum vitae of system administrator in your Firm (Please attach separate sheets)		
22	Curriculum Vitae of the two Resident Engineer proposed to be stationed on the premises:(Please attach separate sheets:		
23	Undertaking that the Bid shall remain valid for a period of 92 days from the date of opening of Financial Bids (Please attach separate sheets)		
24	An affidavit affirming that information furnished in the Bidding documents is correct to the best of his/her knowledge and belief.		

(Authorized Signatory of the Firm)

ANNEXURE – III

Please provide the details of the Service Engineer(s) / Technicians proposed to be posted at RIE, Bhubaneswar for rendering CAMC Services:

Sl. No	Name of Service Engineer(s)/ Technicians	Qualification With Specialization	Minimum Experience	Mobile No. (If available, otherwise to be provided later)	Remarks

(Authorized Signatory of the Firm)

ANNEXURE –IV

Quality of Service Offered, suggested in this Tender Document

Item	Service Time in Which Machine Functionality Restored (In Hours)		Time after which standby will be provided (in Hours)	
	Expected	Offered	Expected	Offered
Networking Devices, Software's and Switches,	24 Hours		24 Hours	
Internet Service LAN and Wifi	24 Hours		24 Hours	
Server	8 Hours		8 Hours	
Studio Equipments	8 Hours		8 Hours	
Projectors	24 Hours		24 Hours	
Router, Firewall	24 Hours		24 Hours	
Online UPS	24 Hours		24 Hours	
NAS	24 Hours		24 Hours	

(Authorized Signatory of the Firm)

ANNEXURE –V

FINANCIAL BID

Name of the Firm :

Address of the Firm :

Telephone No. Mobile No. :

Land Line (If any) :

E-Mail ID :

FAX No. :

PAN No. :

Rate of Comprehensive Annual Maintenance Contract for Computer Hardware and Software and other peripherals.

Sl.No	Item	Model	Number	Rate per Unit	Total

Total CAMC Price (in words and figures) Rs:

Discount if any, (In words and figures) Rs:

Net CAMC Amount Payable, (in words and Figures) Rs:

Annual Turnover Rs:

Latest IT Clearance/IT Return showing the Turn over. :

Signature of the authorized signatory of the Firm with Seal

CONTRACT AGREEMENT FORM

AGREEMENT BETWEEN RIE, BHUBANESWAR AND M/s _____ PVT LTD.

This agreement made on this day _____ between the RIE (A Constituent Unit of NCERT) and having its office at Regional Institute of Education, Sachivalaya Marg, Bhubaneswar – 751022 (hereinafter referred to as the “RIE”) and represented by the Administrative Officer, RIE, Bhubaneswar of one part and _____ of the other part.

Whereas the M/s _____ engaged in the business of repair and maintenance of Networking Devices, Switches, Routers, Firewall, NAS, Wifi Network, 100 Mbps LAN Network, Server, Online UPS, TV Studio Equipments, Microphones, LCD Projectors, Hardware’s and Software’s etc.

And Whereas the RIE is desirous of availing the service of M/s _____ for comprehensive maintenance of Networking Devices, Switches, Routers, Firewall, NAS, Wifi Network, 100 Mbps LAN Network, Server, Online UPS, TV Studio Equipments, Hardware’s and Software’s Microphones, LCD Projectors, Peripherals etc. at RIE, Bhubaneswar.

Now it is hereby agreed by and between the parties here to as follows.

M/s _____ shall maintain the equipment as specified in Chapter 5 ‘List of and its peripherals for CAMC of Tender Document which are part of this Agreement on terms and conditions hereafter mentioned.

1. PERFORMANCE GUARANTEE BOND

- (a) After an ‘Acceptance of tender’ is issued by RIE, the successful bidder shall be required to submit a Performance Guarantee Bond of 5% & Security Deposit of 10 % of Annual Contract Value from a nationalized/commercial bank. This will be done within 15 days from the receipt of the acceptance of the award of contract. Performance Security shall remain with RIE for a period of sixty days (60) beyond the date of completion of all contractual obligations of the supplier including warranty obligation. No interest shall be paid on the Security Deposit amount.

(b) If the vendor having been called upon by RIE to furnish performance Guarantee Bond fails to furnish the same it shall be lawful for RIE to recover the amount of the bond from the vendor by deducting the amount from EMD or any pending bill of the vendor under any contract with RIE or the Government of any person contracting through RIE or otherwise howsoever and cancel the contract and award the contract to another vendor at the risk and cost of the vendor.

(c) On performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

2. TERMS OF AGREEMENT

The agreement shall remain in force initially for two years on annual basis starting from _____ for RIE. It may be renewed for further period of one year on mutual consent. It shall be open to either of the party to terminate this agreement at any time by giving three months notice to the other party, in writing except in the event of failure of the contractor to comply with the other terms and conditions in which event the agreement shall be terminated without giving any notice and the decision to the RIE in this regard shall final and binding upon M _____. At any time Networking devices, switches, Routers, Firewall and Studio equipments may be added in / deleted from the CAMC, as already agreed to in tender- rate. For those not covered under CAMC, such additions any take place with mutual agreement between RIE and Service provider (The vendor).

3. MAINTENANCE HOURS

The vendor awarded the contract for CAMC, will have to provide maintenance service from 9.00 a.m. to 5.30 p.m. (Monday to Friday) and also on Saturday, Sunday and other holidays if required, to keep the machines in good working order. If require the vendor shall give support beyond the office hours i.e. beyond 9.00 a.m. to 5.30 p.m. without any additional cost to RIE. The service consists of preventive and corrective maintenance of Networking devices, switches, Routers, Firewall and functioning of all the systems associated with ICT Studio and other equipments by carrying out of the necessary repairs, replacement and fitting of such parts.

4. PAYMENT FOR AMC

Payment for the contract will be made on quarterly basis and after the expiry of said period. Te performance certificate from I/C, ICT Studio For E-Learning of RIE must be attached with the bill at the time of submission of the said bill.

5. TERMINATION OF AGREEMENT

The RIE may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation to the Service Provider and/or other suitable action, if:

- (a) The Service Provider becomes bankrupt or is otherwise declared insolvent.
- (b) The Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.
- (c) The quality of services rendered to RIE gets degraded.
- (d) If at any stage, it is found that the parts supplied by the maintaining agency are duplicate or of inferior quality, the CAMC may be summarily terminated and the Bank Guarantee may be revoked and RIE may take any other suitable action.
- (e) The Service Provider may request for termination of agreement by giving three-month Advance notice to RIE.

6. TRAVEL EXPENSES

No travel expenses will be borne by RIE. The company is bound to provide these services at all location of RIE.

7. COMPREHENSIVE MAINTENANCE

Comprehensive Maintenance Service will cover:-

Corrective Maintenance

Any system failure shall be attended to promptly by the company's specialists within 02 hrs depending upon the nature and complexity of the faulty machine. Failure shall be rectified with least possible delay offered by vendor as per ANNEXURE IV (Quality of Service offered)

Replacement of Parts

The company has to provide for repairs/replacement of defective parts of various machines within the maintenance charge including parts of Networking Devices, Switches, Routers, Firewall, NAS ,Online UPS, 100Mbps LAN Network, Wifi Network ,HP Monitor and CPUs, ICT Studio equipments, LCD Projectors, LED TVs, Mac pro Monitor, KVM Monitor , key Boards, VGA Cable, Sony 1500P Cameras , LED Lights , Audio Mixer , Video Mixer, PTZ Cameras, Recorder, recording software's, recording and editing systems (Imac) Boom Microphone, Lapel Microphones ,Microphone ,

microphone stand, Tripoid etc. Also replacement of defective parts at short notice irrespective of any cost should be done.

- Removal of Viruses cleaning, and dusting will be responsibility of the company.
- The Company shall ensure providing software support service on all PCs. of the RIE including those is warranty. The service will however remain limited to formatting of PCs, installation of OS and commonly used software including antivirus, loading of Windows Operating Systems, MS- office, configuration of network connectivity, ERP, e-mail etc.

8. CALL ATTENDANCE AND PENALTY

The Company has to rectify the call within 24 hours of the call placement and provide the service solution to keep the systems up.

Machine will be considered as satisfactory operational if all parts of the machine are in working condition. The company will provide replacement of machine of same or higher configuration when machine is not working for duration as given in **Annexure IV**. if the machine has not been made functional for more than 1 (one) continuous month then 100 % of the CAMC charges for the machine for the quality would be deducted as penalty. User of the machines will have the sole authority to certify such cases wherever applicable. Penalty charges will be as follows:-

(a) Period & Penalty Charges for Studio Equipments, LCD Projectors, LED Lights, Cameras,

9 Hours to 24 Hours	25% of the AMC cost of the equipment for the quarter
24 Hours to 3 Days	80% of the AMC cost of the equipment for the quarter
Above 3 Days	100% of the AMC cost of the equipment for the quarter

(b) Period & Penalty chargers for Networking Devices, Switches, Routers, Wifi Network, LAN Network, NAS Controller, PCs (i.e HP, I MAC)

9 Hours to 24 Hours	25% of the AMC cost of the equipment for the quarter
24 Hours to 3 Days	80% of the AMC cost of the equipment for the quarter
Above 3 Days	100% of the AMC cost of the equipment for the quarter

(c) Penalty for absence of Engineers @ Rs. 500/- per day per engineer will be deducted from the quarterly bill submitted by the vendor.

(d) Penalty @ of Rs. 1000/- per day will be deducted for non-maintenance of proper spare parts as given in clause – (g) ‘Delivery of Services’ in Chapter 4 of the Tender Document.

9. ADDITIONAL CLAUSES

- (a) An event of default shall mean and include service provider's failure to discharge any obligations undertaken in this agreement or a short-coming in the quality and or standard of the services in the opinion of RIE officials.

- (b) That whenever an event of default occurs, RIE shall serve a written notice on service provider or communicate through the Complaint register bringing to his notice the event of default discontinuance failure or shortcoming and service provider shall restore the services and in case services are not restored and /or the shortcoming is not removed within 30 days the RIE apart from recovering the penalties shall also have a right to immediately terminate this agreement and forfeit the Bank Guarantee without prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any will full or negligent act or omission of either of the parties hereto or any of their or its employees and such obligations shall survive the termination of this agreement.

10. INDEMNITIES

M/s _____ Pvt. Ltd/ contractor has agreed to bear the responsibility for any claims, demands, persecution, or actions against the RIE arising out of this agreement and as a result of any action or omission by M/s _____ Pvt Ltd. or any of its employees or in case of any legal action by any person employed by M/s _____ Pvt. Ltd. under this agreement and has undertaken to keep the RIE indemnified against all losses and damages suffered, including expenses incurred by the RIE defending the claim (inclusive of legal expenses) as a result of any such claim, demands, proceedings, prosecutions or actions. The parties have agreed that this provision shall survive termination of this agreement and M/s _____ Pvt. Ltd has agreed to clear the amounts claimed by the RIE under this clause within 15 (fifteen) days the date when the demand is made.

11. REPRESENTATIONS AND WARRANTIES

The parties hereby present and warrant to each other that;

- i) It has the power and authority to sign this agreement, perform and comply with us duties and obligation this agreement.
- ii) This agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- iii) That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute avocation of

- (a) Any statute, judgment, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or
- (b) Any other documents or the best of its knowledge any indenture, contract or agreement to which is a party or by which it may be bound
- (iv) There are no actions, suite or proceeding pending against it before any court governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this agreement and
- (v) No representation or warranty made herein contain any untrue statement.

12. CONFIDENTIALITY

Parties undertake to treat this Agreement and each of terms as confidential. Neither party shall disclose to any third party the existence or the terms of this agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of their or its employees and such obligations survive the termination of this Agreement.

13. SEVERABILITY

Any lay restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be remain in full force and effect, unless the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

14. NOTICES

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such other address as may, from time to time, be given by each party to the party in writing and in the manner herein before provided;

- i) Administrative Officer, Regional Institute of Educaton
Sachivalaya Marg, Bhubaneswar – 751022
- ii) M/s M/s _____

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back when transmitted by facsimile.

15. DISPUTE RESOLUTION AND JURISDICTION

If any dispute difference of any whatsoever shall arise between the parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the parties shall resolve them by resort to the following in the order so

mentioned. Parties shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of an arbitrator appointed by the vice-chancellor of RIE or his nominee. The party having a grievance shall serve a written notice by registered acknowledgement due post, on the order party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on the Secretary, RIE requesting him to appoint an arbitrator.

The arbitrator proceedings shall be held in accordance with the provision of Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof venue of arbitration shall be Bhubaneswar and both the parties to this agreement shall bear the cost of arbitration shall be Bhubaneswar and both the parties to this agreement shall bear the cost of arbitration equally. Parties agree that neither party shall have a right to commence or maintain any suit or Legal proceeding concerning any dispute arising out of this Agreement or out of the breach, termination or in validity or the Agreement until the dispute has been determined in accordance with the arbitration procedure agreed herein. The parties further agree that the award shall be final and binding on the parties to this Agreement.

16. MATTERS NOT PROVIDED IN THE AGREEMENT

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

17. ASSIGNMENT/AMENDMENT

M/s _____ shall have no right to assign its obligations under this Agreement without a written approval and permission from the RIE to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective dully authorized representatives of each of the parties hereto.

18. HEADINGS

The headings used in this Agreement are inserted for convenience reference only and shall not effect the interpretation of the respective clauses and paragraphs of this Agreement.

19. SURVIVAL OF RIGHT AND OBLIGATION

Termination of this Agreement for any cause shall not release the Parties from any liabilities which at the time of termination already accrued to such party of which thereafter may accrue of any act or omission prior such termination.

20. NO PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party an agent of any other party for any purpose.

21. THE AGREEMENT

This document together with Chapter – 5 ‘List of Studio equipments and its peripherals for CAMC’ attached hereto signed by both parties shall constitute the entire binding agreement betweenand the RIE.

Signed on behalf of RIE
Name.....
Administrative Officer, RIE
Place: Bhubaneswar

Date
Authorized Signature

Signed on behalf M/s.....
Name.....

Date
Authorized Signature

ANNEXURE – VII

BANK GUARANTEE
(For performance security)

Date:
Bank Guarantee No.
Amount Rs.

The Principal
Regional Institute of Education
Bhubaneswar – 751022

Amount of guarantee: Rs. **10% Of the Total Cost**
Guarantee covers from

Last date for lodgment of
This deed of guarantee executed by

(Hereinafter referred to as THE BANK) in favour of Principal, Regional Institute of Education, Bhubaneswar (Hereinafter referred to as RIE) FOR AN AMOUNT NOT EXCEEDING Rs. (Rupees) at the request of M/s (hereinafter referred to as contractor). and the guarantee shall remain in force up to and cannot invoked served otherwise then by a written demand under the terms and conditions of an agreement made between both the parties (hereinafter called the said agreement) for the due fulfillment of the contract as per the terms and agreement on production of Bank guarantee for Rs..... (Rupees only).

1. We do hereby undertake to pay RIE an amount not exceeding Rs..... (Rupees) against Any loss or damage cause to or suffered by RIE by reason of any breach of the terms and conditions contained in the said agreement.

2. We do hereby undertake to pay amount due and payable under this guarantee without any demur, namely on a demand from the RIE stating that the amount demanded is due by way of loss or damage caused to or would be caused to or suffered by RIE by reason of the contractor's failure to perform the said agreement by such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee, However our liability under this guarantee shall be restricted to an amount not exceeding Rs.(Rupees only).

3. We further agree that the guarantee herein contained shall be in force and effect up to Unless a demand or claim under this guarantee is made on us in writing on or before We shall be discharge from all liability under this guarantee thereafter.