ARMY INSTITUTE OF EDUCATION, GREATER NOIDA

## **NOTICE INVITING TENDER**

(No. AIE/ICT/2021/1 dated 10.02.2021)

## (CA No: AIE/ICT/5 OF 2020-21)

The Registrar & Head of Administration, on behalf of Principal Army Institute of Education, invites item rate tenders from Registered Contractors for the following work/supply:

SI. No.	Name of work	Estimated cost (In Rs.)	Earnest money (In Rs.)	Period
1.	Automation of ICT and other Labs at Army Institute Of Education Greater Noida as per Schedule A	4 4	Rs 5000/-	15 Days

Last time and date of submission of bids is on 16 **Feb 2021 up to 1500 hours** (3.00 PM).

The bid document consisting of plans, specifications the schedule of quantities of Works to be executed and Set of Terms and Conditions of the Contract to be complied with and other necessary documents can be seen and downloaded from website <u>www.aie.ac.in</u>. The contractor shall enclose a Demand Draft of Rs 500/- from any Scheduled bank in favour of Principal Army Institute of Education Greater Noida or Deposit Rs 500/- in Cash along with the application for issue of tender. If any corrigendum is issued regarding this tender notice, the same shall be available on above website.

Х

Hitesh Lav Registrar & Head of Administration

**Registrar & Head of Administration Army Institute of Education Greater Noida** 

Srl	Contents		Page No
No			
А	В		С
1.	Contents Page	:	1
2.	Tender Forwarding Letter Including Instructions To	:	2-6
	Tenderers		
3.	Notice Inviting Tender and Appendix 'A'	:	7-9
4.	Tender And Schedule 'A'	:	10-13
5.	General Conditions Of Contract	:	14
7.	Special Conditions Of Contract	:	15-17
9.	Acceptance Letter	:	18
	Total Pages	:	18

Tel: 0120 – 2343741/2 Mob: 91-7428523524

Principal Army Institute of Education Plot No M-1, Pocket P-5, Greater Noida, Gautam Budh Nagar (U.P.)-201306

Feb 2021

AIE/ICT/2021/1

#### **Prospective Tender Bidders**

## <u>AUTOMATION OF ICT AND OTHER LABORATORIES AT ARMY INSTITUTE OF EDUCATION</u> <u>GREATER NOIDA</u>

Dear Sir(s),

1. A set of tender documents for the above mentioned work is placed herewith. Please note that the tenders will be received by the **Principal, Army Institute of Education, Greater Noida** up to **3.00 PM (1500 h) on 16 Feb 2021**.

2. Tenders received by due date and time only will be opened in presence of the tenderers or their authorized representatives. The venue, date and time will be intimated to the tenderers whose bids are correct in all respects.

3. The salient points / instructions to the tenderers are highlighted as per annexure enclosed with this letter.

Encls: (As in para 1 above)

Yours faithfully,

(Signature of Contractor) Date:

## <u>INSTRUCTIONS FOR COMPLETION OF TENDER DOCUMENTS TO BE COMPLIED WITH BY</u> THE TENDERER (S)

#### **1.0 EARNEST MONEY:** (Refer Appendix 'A' to Notice Inviting Tender).

1.1 Contractor (s) who are not enlisted/registered with AWES/AIE shall submit Earnest Money deposit of 2% of the contract amount in the form of FD or DD. Deposit shall be made in favour of Principal, Army Institute of Education, Greater Noida.

(NOTE: NON-SUBMISSION OF EARNEST MONEY WILL RENDER THE TENDER AS NON-BONAFIDE AND CONSEQUENTLY LIABLE TO BE IGNORED)

1.2 The **Principal Army Institute of Education, Greater Noida** will return the deposit to all unsuccessful tenderers duly endorsing its release after receiving intimation that bona fide tenders have been received from respective tenderers.

#### 2.0 PARTICIPATION /PRICING OF TENDER AS MULTIPLE/SINGLE VENDOR BASIS

2.1 The Tenderer/Bidder shall be free to participate in both Parts of Schedule 'A' or any one Part of the Schedule 'A' as per OEM/Sole Supplier/Authorized Reseller/Trader/Single Vendor basis. Documents to support the status must be submitted as part of the Tender Documents. The tenderer shall calculate his own Unit/Item/Work rates / Lump sum amount.

2.2 Your particular attention is invited to the fact that you are required to submit the documents enclosed with Quotation/Best Offer on Company/Firm Letterhead duly signed by Authorized Signatory as per Format of Schedule A. However, if any additional information in your opinion is required to be furnished, you may do so in your forwarding letter along with financial effect for the same wherever required, failing which no cognizance will be given to this information.

#### 3.0 INCOME TAX DEDUCTION AT SOURCE

3.1 Please note that under Section 194-C of the Income Tax Act 1961, the tax at 2% or at other percent where exemption is granted will be deducted at source from the gross amounts of the payments claimed by you for the value of this contract. This may be part of the invoice.

#### 4.0 SECURITY

- 4.1 On acceptance of tender, the Earnest Money shall be retained as detailed below:
  - 4.1.1. Security / Additional Security Deposit for pending individual works/supplies.
  - 4.1.2 Retention Money for payment of Running Account Receipts if any.

## <u>INSTRUCTIONS FOR COMPLETION OF TENDER DOCUMENTS TO BE COMPLIED WITH BY</u> <u>THE TENDERER (S) (CONTD.)</u>

#### 5.0 PERIOD OF COMPLETION

5.1 The period of completion for the entire work is as shown in NIT and Schedule 'A'.

#### 6.0 ERRATA / AMENDMENTS TO TENDER DOCUMENTS

6.1 The department may issue amendments / errata to the tender documents before due date of submission of tender. The contractor is required to read the tender documents in conjunction with the amendments (if any) issued by the department. The tenderer is not supposed to incorporate the amendments / errata in the body of the tender either in ink or pencil. In case the amendments / errata issued are incorporated by the tenderer wrongly in the body of the tender, they shall not be considered and the amendments / errata to tender documents issued by the department shall only hold good.

#### 7.0 EXECUTIVE AGENCY

7.1 The executive agency for the above work is Principal, Army Institute of Education, Greater Noida.

#### 8.0 FORWARDING OF TENDER

8.1 The tender documents should be sent in an envelope duly sealed by Registered Post to Army Institute of Education, Plot M 1, Pocket P 5, Sector Chi 2, Greater Noida, U.P. 201306 or dropped in Tender Box kept at the Main Security Gate of Army Institute of Education, Greater Noida with a confirmation email to registraraie18@gmail.com and SMS to Mob No. 7428523524 before the due date and time. A label showing the name of work for which the tender is being received (<u>AUTOMATION OF ICT AND OTHER LABORATORIES AT ARMY INSTITUTE OF EDUCATION GREATER NOIDA</u>) and the due date and time of receipt (with Official Communication address of the Tenderer to include email address and Tele/Mob number) addressed to the Principal, Army Institute of Education Greater Noida shall be pasted / typed / written on the envelope.

8.2 The tender shall be signed, dated and witnessed in all places provided for in the documents. All corrections shall be initialed. Every page of the tender shall be initialed by the contractor. No correction shall be made in the rates or amount quoted by the tenderer using correcting fluid.

8.3 In case a 'BLANK TENDER' is submitted it should be indicated by the endorsement 'BLANK' made prominently on the envelope and signed by the tenderer. The procedure shall also be complied with given in Para 9.1 above.

8.4 Any tender which proposes any alteration to any of the condition laid down or which proposes any other condition of any description whatsoever is liable to be rejected.
CA No. AIE/ICT/5 OF 2020-21
SERIAL PAGE No 5

## <u>INSTRUCTIONS FOR COMPLETION OF TENDER DOCUMENTS TO BE COMPLIED WITH BY</u> <u>THE TENDERER (S) (CONTD.)</u>

8.5 The submission of tender by a tenderer implies that he has read this notice and the conditions of contract and has made himself aware to the scope and specifications of the items to be supplied/work to be done and of the conditions and rates at which stores etc. will be issued to him as applicable and local conditions and site conditions and other factors having bearing or affecting the same.

## 9.0 SUBMISSION OF TENDERS

9.1 Tender shall be submitted/deposited as per Para 8.1 above (on or before due date and time specified).

9.2 In view of postal and other delays, it is suggested that the tender be sent by a special messenger if necessary or posted sufficiently in advance of the date and time fixed for receipt of tenders. Tenders received late will not be considered for acceptance.

9.3 No notice shall be taken on telegraphic / fax / e-mail quotations. Telegraphic / fax /e-mail offers will not be considered even if they are received in time.

9.4 Tenders will be opened in the presence of tenderers who have submitted priced tender on the due date and time fixed for receipt of tender. Tenderers who submit their priced tenders and are desirous of being present at the time of opening of the tenders may do so at the appointed time.

9.5 Tenderers special attention is invited to the fact that all taxes and duties including GST on works contract as applicable as per Central / State Government and / or Competent authority latest orders on the subject matter shall be included in the rates quoted by the tenderer. No claim shall be admissible on this account and any stipulation regarding this will render the tender as Non bona fide.

9.6 These instructions shall form part of the contract documents and shall be signed and returned along with the tender documents.

9.7 The tenderer shall quote his rates on the Schedule 'A'.

9.8 In case the tenderer has to revise / modify the rates quoted in the Schedule 'A' and /or General Summary he may do so only in the Schedule 'A' / General Summary. However, he shall highlight the revision / modification made in Schedule 'A' and / or General summary through a forwarding letter.

## INSTRUCTIONS FOR COMPLETION OF TENDER DOCUMENTS TO BE COMPLIED WITH BY THE TENDERER (S) (CONTD.)

9.9 In the event of lowest tenderer revoking his offer or revising his rates upward (which will be treated as a revocation of offer) after opening of tenders, the Earnest Money deposited by him shall be forfeited. In case of government contractors, the amount equal to the Earnest money stipulated in the notice of tender, shall be notified to the tenderer for depositing the amount, failing which such tenderer and his related firm shall not be issued tender thereafter.

(Signature of Contractor) Date:

## **NOTICE INVITING TENDER**

1. A tender is invited for (see Appendix 'A')

2. The work is estimated to cost (see Appendix 'A'). The estimate, however, is not a guarantee and is merely given as rough guide and if the work cost more or less, tenderer will have no claim on that account, The tender shall be based on (see Appendix 'A')

3. The work is to be completed within (see Appendix 'A') in accordance with the phasing if any, indicated in the tender from the date of handing over the site which will be on or after (see Appendix 'A')

4. Normally contractors whose names are on the Institute approved list for the area in which the work lies, and within whose financial category the estimated amount would fall, may tender. In case, where the tender amount is in excess of the financial limit of the contractor, the Accepting Officer reserves the right to accept the tender, in which event the tenderer would be required to lodge Additional Security Deposit as notified by the Accepting Officer as specified at the time of award of the Tender. Not more than one tender shall be submitted by one contractor or one firm of contractors.

5. The Principal AIE Greater Noida will be the Accepting Officer herein after referred to as such, for the purpose of this contract. He/She may delegate her authority to an Officer at his/her discretion.

6. Applications for the tender form must be submitted to the Principal, Army Institute of Education, Greater Noida along with cost of tender (see Appendix 'A') so as to reach this office on or before (see Appendix 'A'). Invitation of applications for issue of tender does not constitute any guarantee for issue of tender to the applicant, even to the enlisted contractors of appropriate class. Issue of tender shall be decided by the Accepting Officer. The Accepting Officer shall consider application received up to the date of receipt of application / extended date of receipt of application for issue of tender. The applicant / contractor will be informed regarding non-issue of tender. The applicant / contractor, if he so desires may appeal to the next higher authority, Chairman Army Institute of Education New Delhi, with copy to the Accepting Officer. No appeal / representation shall be entertained in respect of applications for issue of tenders as received after the due date of receipt of applications/extended date of receipt of applications. The decision of the next higher authority shall be final. No applicant/contractor shall be entitled for any compensation whatsoever for rejection of his application.

7. Tender form and condition of contract and other necessary documents shall be issued (see Appendix 'A') to approved contractors.

8. In the case of contractor who has not executed the standing security bond, the tender shall be accompanied by earnest money amounting to (see Appendix 'A').

9. The Accepting Officer / Executing Officer will return the earnest money wherever applicable to unsuccessful tenderer.

CA No. AIE/ICT/5 OF 2020-21

Contd. /-SERIAL PAGE No 8 10. The tenderers are advised to visit the site by making prior appointment with the Executing Agency of the work (see Appendix 'A). A tenderer shall be deemed to have full knowledge of all relevant documents, samples, site etc. whether he has inspected them or not.

11. Tenders will be received by the Principal, AIE, Greater Noida up to date and time as specified. (see Appendix 'A').

12. Any tender which proposes any alteration to any of the conditions laid down or which proposes any other condition of any prescription what so ever is liable to be rejected, unless justified and accepted by the Accepting Officer.

13. The submission of a tender by a tenderer implies that he has read this notice and conditions of contract and had made himself aware the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be available to him and local conditions and other factors having bearing on the execution of the work.

14. Tenderer must be very careful to deliver a bona fide tender. A bona fide tender must satisfy each and every condition laid down in this notice.

15. The Accepting Officer does not bind himself to accept the lowest or any tender or to give any reason for not doing so.

16. The Accepting Officer reserves his/her right to accept a tender submitted without the earnest money in case of Govt. enlisted contractors. The contractor in such case can deposit the security amount on acceptance of tender or the amount shall be deducted from the first payment against work done.

17. This Notice Inviting Tender shall form part of the contract.

(Signature of Contractor) Date:

#### **APPENDIX 'A' TO NOTICE INVITING TENDER**

1	Name of Work	: ESTABLISHMENT OF VIDEO CONFERENCING ROOM AND VIDEO PRODUCTION ROOM ON TURNKEY AND TRAINING BASIS AT ARMY INSTITUTE OF EDUCATION GREATER NOIDA
2	(a) Estimated Cost	: Rs. 8, 00,000/- (Eight Lakhs only) ± 5 %
	(b) The tender shall be based on :	Lump-sum as per Schedule 'A' (Items as per specifications & works)
	(c) Period of Completion	: 15 Days
	(d) Approx. date of commencement	: 03 days after date of acceptance.
3	Last date of receipt of application	: 16 Feb 2021

4 <u>Cost of tender</u>: The bid document consisting of plans, specifications the schedule of quantities of Works to be executed and Set of Terms and Conditions of the Contract to be complied with and other necessary documents can be seen and downloaded from website <u>www.aie.ac.in</u>. The contractor shall enclose a Demand Draft (DD) of Rs 5000/- from any Scheduled bank in favour of Principal Army Institute of Education Greater Noida as Earnest Money Deposit. Applications received without DD will not be considered for issue of tender and are liable for rejection. The DD/Cash will be returned in case the applicant is not considered for issue of tender.

5	(a) Date of issue of tender	: On or after <b>10 Feb 2021</b>						
	(b) Earnest Money in favour of	: Rs 5000/- (Bank Draft payable at Greater Noida)						
	Principal Army Institute of Education, Greater Noida with Application for Bid/Tender							
	(c) Office where documents and samples and stores will be available for inspection	: Principal, Army Institute of Education, Greater Noida						
6	Visit of site by appointment	· Principal Army Institute of Education Creater Noida						

6	Visit of site by appointment	: Principal, Army Institute of Education, Greater Noida
7	Time and date of receipt of tender	: 16 Feb 2021 by 1500 Hrs (3.00 PM).

<u>Notes</u>: 1. Invitation for application for issue of tender does not constitute any guarantee for issue of tender to the applicant, even to enlisted contractors of appropriate class. Issue of tender will be decided by the Accepting Officer.

2. The Accepting Officer shall consider applications received up to the last date of receipt of application / extended date of receipt of applications for issue of tender. The applicant contractor will be informed regarding non-issue of tender without assigning reasons.

3. The applicant/contractor if so desires, may appeal to the next higher Authority **CHAIRMAN**, **Army Institute of Education**, **Delhi Cantt**, with copy to the Accepting Officer. No appeal / representation shall be entertained in respect of applications for issue of tender received after the due date of receipt of applications. The decision of the next higher shall be final and binding. No applicant/contractor shall be entitled for any compensation what so ever for rejection of his application.

Principal Army Institute of Education, Greater Noida

#### (Signature of Contractor)

Contd. /-

PRINCIPAL ARMY INSTITUTE OF EDUCATION PLOT NO M-1, POCKET P-5, GREATER NOIDA GAUTAMBUDH NAGAR (U.P.)-201306

AIE/ICT/2021/1

Feb 2021

## AUTOMATION OF ICT AND OTHER LABORATORIES AT ARMY INSTITUTE OF EDUCATION GREATER NOIDA

1. M/s \_\_\_\_\_\_ of \_\_\_\_\_\_ is/are hereby authorized to tender for the above work/supply of items. The tender is to be delivered at the OFFICE OF THE PRINCIPAL, ARMY INSTITUTE OF EDUCATION, GREATER NOIDA up to 3.00 PM (1500 h) on 16 Feb 2021 and marked on the outside "TENDER IN RESPECT OF CA No. AIE/ICT/5 OF 2020-21 "<u>AUTOMATION OF ICT AND OTHER LABORATORIES AT ARMY INSTITUTE OF EDUCATION</u> GREATER NOIDA".

2. All documents must be returned whether or not a tender has been submitted.

3. Any correspondence concerning this tender shall be addressed as indicated at the top of this sheet, quoting the reference as given.

# "THE ACCEPTING OFFICER DOES NOT BIND OWNSELF TO ACCEPT THE LOWEST OR ANY TENDER"

## **SCHEDULE 'A'**

Sr. No.	Description of Items/Work	Brand/Make	ltem Qty	Item Rate	Total rate
1	Desktop Computer Intel Core – i5 / 8 <sup>th</sup> Gen or higher /4GB RAM/1TB HDD/Windows 10 Pro/Home	Dell / Lenovo/ Acer	15		
2	UPS- 600 VA	Luminous/ Intex/Microtech	05		
3	Duplex Laser Jet B/W Multifunction Printer	Canon/ HP	01		

Prices should be inclusive of taxes.

#### TENDER

Having examined and perused the documents

1. Should this tender be Accepted I/We/agree,

(a) That the sum of Rs \_\_\_\_\_\_ (Rupees \_\_\_\_\_\_ only) forwarded as Earnest money shall either be retained as a part of Security Deposit or be refunded by the Institute on receipt of an appropriate amount of Security Deposit.

(b) To execute all the works in the said document upon the terms and conditions contained or referred to there in or referred to thereupon and as detailed in the General Summary and to carry out such deviations as may be ordered up to a maximum of 10% (Ten percent).

(c) I/We further agree to refer all disputes in the sole arbitration by mutual consent or by court in case of disagreement/dissent.

Signature	nature Name (in block/capital Letters)				
	in the capacity of duly				
authorised to sign the tender	(in block				
capital)					
Witness	Date				
Address					
	Address				
	Telegraphic				
	Address				
	Telephone No				

## **TENDER ACCEPTANCE**

								_ alteration	ons have	been n	nade in th	nese docu	ments
and	as	evidence	that	these	alterat	tions	were	made	before	the	executi	ion of	the
contract		agreeme	nt;	they	have	bee	n	initialed	tialed by		Cont	Contractor	
						The	e said p	person is h	ereby au	thorised	l to sign a	nd initial o	on my
behal	f the	documents f	forming	part of th	nis contra	act.							
The	i	above	tender	was	ac	cepted	1	by n	ne f	or	the	item	rate
Contr	act s	um of Rs				(Ru	pees					_	
					only)	on the		day	of			-	
Dated	l this					da	ay of _					-	

(Signature of Contractor) Date:

#### **GENERAL CONDITIONS OF CONTRACT**

1. It is hereby agreed by me/us that the General Conditions of Contract there to form an integral part of the tender documents.

the aforesaid 2. The tender submitted by me/us is subject to General Condition of understood, which fully before submission contracts and I/We have read and of the tender.

3. My/Our signature hereunder is in token of my/our having accepted the aforesaid General Condition of contracts and the clause relating to Arbitration forming an integral part of this tender.

(Signature of Contractor) Date:

#### SPECIAL CONDITIONS OF THE CONTRACT

**1. General** The following conditions shall be read in conjunction with General Conditions of Contracts. All of these may or may not be mandatory where justified by the Vendor and accepted by the Accepting Officer.

#### 2. Technical Aspects

2.1 Vendor must be Original Equipment Manufacturer/Authorized Re-Seller/License Holder/Supplier/Trader with Sales Support and Annual Maintenance Contractual services capability/capacity/support. The bidder has to submit a certificate of their authorized dealership/channel partnership issued from the OEM if Authorized Reseller/License Holder. A Supplier/Trader is required to submit proof of Confirmed Supply Commitment from the Source of Procurement at Quoted Rates. The bidder should have adequate facilities, trained manpower and staff for installation, commissioning and providing maintenance support service after the sales of the Hardware/Software at site location.

2.2 Equipment Make & Model/Software Version must be clearly stated by the bidder. The equipment / item / software to be supplied should be supported by a Service / Support Centre manned by the technical service / support engineers authorized by OEM/Authorized Re-Seller/License Holder in Delhi/NCR or Vendor himself.

2.3 The Licenses for the Software should be procured by the qualified bidder in name of ARMY INSTITUTE OF EDUCATION, GREATER NOIDA and relevant document(s) for the same be delivered along with the media with installable software.

2.4 The Bidders should give clause-by-clause compliance for the detailed technical specification of the Hardware/Software in their bids as contained in Schedule 'A'. Deviation on higher/lower side of specifications will be considered where justified for 'No drop/change' in performance/Non availability of Equipment in the market as per technical specifications. No deviations in terms and conditions of the tender document will be accepted besides justified deviations as above. Complete Technical literature for each of the quoted item from OEM along with make, model number, specifications, configurations, product brochures, etc. of the systems / software / equipment highlighting the special features of their offer should be supplied by the bidder along with the Quotation if readily available or Website/Webpage Links to the same enclosed for reference and Hard Copy provided at the time of Award of Tender.

2.5 For a bidder, who has submitted the tender bids, it will be automatically assumed that he had accepted all the terms and conditions of the tender. A statement specifying that the Quotations are strictly as per the terms and conditions of the tender, should be enclosed with the bids..

## **3.0** Commercial Aspects

3.1 Bids should be valid for a minimum period of 60 days after the closing of the submission of bids. In case of untoward delay, if any, tenderers may be requested by Army Institute of Education, Greater Noida to submit their willingness in writing to extend the validity of the bids for the requested period.

3.2. Sales for past three years should be at least twice the contract value and must have valid GSTN/PAN for the failing which bid may be rejected. The Proof of Sales be shown at the time of Award of Tender.

3.3 Accepting Officer reserves the right to accept or reject any bid or cancel tender proceedings without assigning any reason whatsoever. Accepting Officer reserves the right to change (increase/decrease) the quantity of items to be procured or to place Purchase Order for the selected items only, that is, some of the items may be omitted from procurement in entirety.

3.4 Incomplete quotations are liable to be rejected. All the pages and write-up/documents forwarded with the Quotation should be sequentially numbered and shall be signed by authorised signatory with organisation's rubber stamp. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.

3.5. Conditional tenders, on whatsoever ground, shall not be accepted and shall be summarily rejected unless accepted by the Accepting Officer after considering Justification by the Vendor as part of the Tender Documents. The delivery of the items must be made within Four (04) weeks of placement of the Purchase Order. Any delay by the supplier in the delivery or poor performance of items shall render the supplier liable to any or all of the following sanctions - forfeiture of its Earnest Money Deposit/Legal action as per Clause of Agreement.

## 4.0 Installation and Inspection

4.1 All the items will be supplied at Army Institute of Education, Greater Noida for inspection and installation by the successful bidder. All the expenses involved in shipping the equipment will be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the bidder. Accepting Officer will have the right to reject the components/equipment supplied, if it does not comply with the specifications at any point of installation/inspections.

4.2 Accepting Officer or his/her representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge to him/her. In case any inspected or tested goods fail to conform to the specifications, he/she may reject them and supplier shall either replace the rejected goods or make all alterations necessary to meet specification required free of cost to Army Institute of Education, Greater Noida.

## 5.0 On Site Warranty Maintenance

5.1 The warranty period for the systems shall be taken into account as per the "Warranty Requirement mentioned in the Technical Specification" from the date of completion of supply of products, its successful installation/commissioning and acceptance by Army Institute of Education Greater Noida, including free spare parts, kits etc, whichever is later.

5.2 During warranty period, besides service/maintenance of Hardware and its peripherals and System Software and all driver software up gradation, installing patches and services shall also be provided at no extra cost. The vendor should fulfill the following conditions during warranty period:

5.2.1 Any failure in the system or a subsystem thereof should be rectified within maximum period of 60 hours of lodging complaint.

5.2.2 Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime for three months has crossed 15.0% of the system value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.

#### 6.0 Scope of conciliation

6.1 The scope of conciliation shall be restricted to the following type of disputes with financial limits as indicated therein: -

6.1.1 Disputes relating to levy of compensation for delay in completion - actual amount of compensation.

6.1.2 Disputes relating to technical examination of works.

6.1.3 Disputes relating to interpretation of the provisions of the contract with reference to their application to parties.

6.1.4 Any other dispute having fair chance of being resolved by conciliation and considered fit to be referred to conciliation by the parties.

#### 7.0 Commencement of Conciliation Proceedings

7.1 The party initiating conciliation shall send to the other party a written invitation to conciliate, briefly identifying the subject of the dispute. Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate. If the other party rejects the invitation, there will be no conciliation proceedings. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends or within such other periods of time as specified in the invitation, he may elect to treat this as a rejection of the invitation to conciliate and if he so elects, he shall inform in writing the other party accordingly

7.1.1 **Number of conciliator:** There shall be a Sole conciliator.

7.1.2 **Appointment of conciliator:** All disputes brought out above shall be referred to the sole Conciliator to be appointed mutually or by the institution.

7.1.3 **Status of Effect of Settlement Agreement:** The settlement agreement signed by the parties result of conciliation proceedings shall have the same status and effect as it is an arbitral award on agreed terms.

(Signature of Contractor) Date:

CA No. AIE/ICT/5 OF 2020-21 Tel: 0120 – 2343741/2 Mob: 91-7428523524

Principal Army Institute of Education Plot No M-1, Pocket P-5, Greater Noida Gautam Budh Nagar (U.P.)-201306

AIE/ICT/2021/1

Feb 2021

M/S \_\_\_\_\_

## <u>AUTOMATION OF ICT AND OTHER LABORATORIES AT ARMY INSTITUTE OF EDUCATION</u> <u>GREATER NOIDA</u>

Dear Sir (s)

1. Reference your tender for the subject work/supply of items dated **Feb 2021**.

2. I hereby accept your tender for the work mentioned above at the item rates contained therein for the contract sum of Rs. \_\_\_\_\_.

(Rupees \_\_\_\_\_\_ only).

3. This contract is allotted the number " **CA No. AIE/ICT/5 OF 2020-21**", which will be quoted by you in all future correspondence in connection with this contract.

4. The tender enquiry, your tender, letters referred to above and this letter shall be the sole repository of the contract

Yours faithfully,

Principal Army Institute of Education Greater Noida Accepting Officer

Encls: As above Copy to: 1. Chairman, IMC Army Institute of Education, New Delhi