



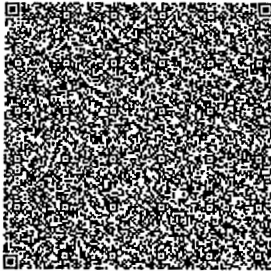
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL24418020415917M
Certificate Issued Date	: 20-Oct-2014 12:10 PM
Account Reference	: IMPACC (IV)/ dl934303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL93430345734191714859M
Purchased by	: GALAXY TELECOMMUNICATION
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GALAXY TELECOMMUNICATION
Second Party	: PLANNING COMMISSION
Stamp Duty Paid By	: GALAXY TELECOMMUNICATION
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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### Planning Commission Agreement for CAMC of telephones and its related consumables

This agreement made on this 01<sup>st</sup> Novmber, 2014 between the President of India through Secretary, Planning Commission, Government of India, New Delhi represented by Shri Awinash Chandra, Under Secretary(G-II), Planning Commission, New Delhi(hereinafter referred to as Buyer which expression shall unless excluded or repugnant in the context, be deemed to include their successors in office on part and M/s Galaxy Telecommunication,48, DSIDC Complex, Kotla Mubarkpur, New Delhi-110003(hereinafter referred to as CONTRACTOR which expression shall unless excluded by or repugnant to the context, be deemed to include his survivors or other persons entitled to share including his heirs, executors, administrators, representatives, assignees or successors(in Office) on the other part.

11/11/2014  
(अविनाश चन्द्र)  
(AWINASH CHANDRA)  
अवर सचिव/Under Secretary  
योजना आयोग/Planning Commission  
नई दिल्ली/New Delhi

#### Statutory Alert:

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WHEREAS the Secretary, Planning Commission, New Delhi desires to entrust the job of maintenance of karel DS200 EPABX system, telephone instruments, key telephone systems, etc. installed in different office rooms of Planning Commission, at the residence of VIPs/Sr. Officers of Planning Commission and Economic Advisory Council to the Prime Minister, including providing services of 02 full time in-house service technicians, to be stationed in Planning Commission and for supply of telephone related consumable items

AND WHEREAS THE CONTRACTOR has agreed and is in position to undertake the said job to satisfaction of the BUYER. Now, it is hereby mutually agreed by and between the PARTIES hereto that the following **TERMS AND CONDITIONS** would be applicable.

1 The contract shall be for a period of one year from the date of award of contract. The period of contract may be extended for another two years (total 03 years) on quarterly/half yearly/yearly basis subject to satisfactory performance of the contractor.

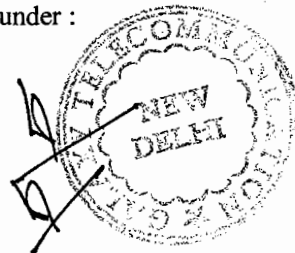
2. No request/claim for any hike in the approved rates would be entertained, under any circumstances, during the period of contract on CAMC basis and invited tenders through newspaper/website(s) etc. for CAMC of telephones and its related consumables.

3. The firm would be required to deliver the goods at their own cost in the premises of Yojana Bhavan, Sansad Marg, New Delhi and Office of Economic Advisory Council to the Prime Minister, VigyanBhavanat Maulana Azad Road, New Delhi.

4. This Commission shall not be responsible for any financial loss or other injury to any person deployed by the successful bidder in the course of their performing the duties to YojanaBhavan, Planning Commission and Office of Economic Advisory Council to Prime Minister, New Delhi in connection with purchase order/supply order.

5. The firm would be required to deliver the goods at their own cost at the premises of Yojana bhawan, Sansad Marg, New Delhi. The rates of CAMC of telephone and supply of its genuine related consumables as arrived at through the said tendering process is as under :

11 XI 2014  
(अविनाश चन्द्र)  
(AWINASH CHANDRA)  
अवर सचिव/Under Secretary  
योजना आयोग/Planning Commission  
भारत सरकार/Govt of India  
नई दिल्ली/New Delhi



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S.No	Description	Qty.	Amount
1.	KAREL DS 200 EPABX System with Hot Standby, CPU & PSU having a capacity of 1200 analog and 160 digital extensions, voice mail service and FCBC 48 V(40A)	01	
1.1	Key Telephone Systems of different configuration	30	
1.2	Key Telephone instruments of different configuration	200	
1.3	Plan (1+1) and (1+2) telephone instruments	350	
1.4	Normal PBT telephone instruments	1500	
1.5	Cordless telephone instruments	20	
1.6	In house full time Trained Technicians	02	
			Rs.1310500/-
2.0	Details of consumable items that may be required from time to time	Qty.	Amount
2.1	Line Cord for plan telephones	100 pcs	7500/-
2.2	Coil Cord for Plan telephones	100 pcs	7500/-
2.2	Line Cord for Intercom telephones	200 pcs	10,000/-
2.3	Coil Cord for Intercom telephones	200 pcs	15,000/-
2.4	Adaptor for Plan telephones	50 pcs	32,500/-
2.5	Rozet Boxes for Plan telephones	50 pcs	5,000/-
2.6	Rozet Boxes for intercom telephones	200 pcs	10,000/-
2.7	Cable Two pair	1500 mtr.	21,000/-
2.8.	Cable five pair	500 mtr.	15,000/-
2.9	Cable Ten pair	150 mtr.	7500/-
2.10	2"PVC channel	125 mtr.	4375/-
	Total at Sl.1 &2		1445875/-

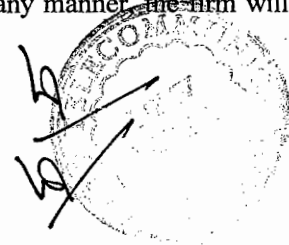
6.The Competent Authority in the Planning Commission would, at his/her own discretion, be free to annul the contractual agreement if the supplies are not made on time or the items/articles supplied by the firm are deficient in quality in any way or found not upto the mark. Any damage or loss caused due to negligence of the technician(s) will be borne by the contractor.

7.The contractor will supply, within 15 days of finalization of the contract, the item indicated in the list of telephone related consumable items.

8.All the payment will be made by Electronic Clearing System (ECS)/RTGS after successful delivery of goods. The bills raised by the selected firm should have all tax registration numbers printed on bills. Validity of the tax registration during the currency of contract shall be the sole responsibility of the firm. The bill should be inclusive of all permissible taxes in triplicate.

9.The technicians should be well behaved/well-mannered and able to take complaints and attend to all telephone-related complaints at YojanaBhawan. If, at any point of time, quality of the services of technician(s) as provided by the firm is noticed to be unsatisfactory or not of the expected level in any manner, the firm will be liable to change the technician(s),

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 भारत सरकार / Govt. of India  
 नई दिल्ली / New Delhi



immediately. If the technician(s) posted at YojanaBhawan, has/have to proceed on leave, even for a day, a suitable substituted will have to be provided by the successful bidder. In case such a substitute is not provided even for a day, a penalty would be levied on the said firm @500/- per day for the first two days and Rs.1000/- per day for the subsequent days, in addition to deduction from contractual payment on pro-rate basis, the amount being deductible from subsequent bills raised by the said firm or from the Performance Security, of the said firm.

10. The selected firm shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Commission.

11. Any controversy or dispute arising out of this contract shall be referred to the sole arbitration of Adviser(Admn.) or any Joint Secretary level officer of the Planning Commission, New Delhi or to any officer nominated by him/her. There shall be no bar to the reference of dispute to the arbitration by such officer as nominated by the competent authority even though the said officer as an employee of the Planning Commission, New Delhi might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter earlier is originally referred to is transferred or vacates his office or is unable to act for any reasons, the Joint Secretary level officer shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by the Adviser(Admn.) shall act as arbitrator. The decision of the Adviser(Admn.) or the officer nominated by him shall be final and binding on the party/parties. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi. The limitation for filing claim for arbitration is 180 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim. The place of settlement of disputes shall be Delhi. In the case of settlement of dispute in the Court of Law, it will be in jurisdiction of Court at Delhi.

12. Subject to the above, the provisions of the Arbitration Act, 1996 or any statutory modification on enactment thereof and rules made there under and for the time being in force, shall apply to arbitration proceedings under this Clause.

13. The contractor will be responsible for payment of wages to the technicians engaged by them at the rates as applicable under the Minimum wages Act of the Govt. of NCT of Delhi. The office reserves the right to ask for proof of such payment to the technicians.

Signature of Under Secretary(Genl.II)  
Planning Commission  
(अविनाश चन्द्र)  
(AWINASH CHANDRA)  
अवर सचिव / Under Secretary  
योजना आयोग / Planning Commission  
भारत सरकार / Govt. of India  
नई दिल्ली / New Delhi

Authorised signatory of the firm  
with seal