

F. No. J-15011/1/2019-Genl.I
Government of India
Ministry of Electronics and Information Technology
6, CGO Complex, Lodhi Road

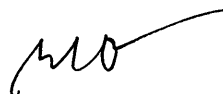
New Delhi 110003.
Dated 29.08.2019

E-TENDER DOCUMENT
CRITICAL DATE SHEET

Category	CRITICAL DATES
Uploading on CPP Portal and Ministry's web-site	30.08.2019 10:00 AM
Bid Document Download start date	30.08.2019 10:15 AM
Bid Document Download end date	20.09.2019 12:00 PM
Bid Submission Start Date	30.08.2019 11:00 AM
Bid Submission End Date	20.09.2019 04:00 PM
Bid Opening Date	23.09.2019 11:30 AM

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F. No. J-15011/11/2019-Genl. I
Government of India
Ministry of Electronics and Information Technology
6, CGO Complex, Lodhi Road

New Delhi-110003
Dated: 29.08.2019

Subject: AMC (Comprehensive) for repair/replacement (including instruments spares, line cord, coil cord, rozet box, adaptor etc.) of Plan Telephone Instruments (Beetal & NEC), Intercom (Beetal make), supply & laying of telephone cables, providing of technical support in MeitY, Electronics Niketan, New Delhi.

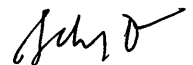
1. E-Tender Notice

On behalf of the President of India, e- tenders are invited from the authorized service providers for award of AMC (Comprehensive) for repair/replacement (including instruments spares, line cord, coil cord, rozet box, adaptor etc.) of Plan Telephone Instruments (Beetal & NEC), Intercom (Beetal make), supply & laying of telephone cables, providing of technical support in MeitY, Electronics Niketan, New Delhi, initially for a period of one year. The AMC can be extended for further two years on the basis of mutual consent/agreement of both the parties (Ministry and Firm) and based on satisfactory performance during the period on the same rates & terms and conditions.

2. The tender documents can be downloaded from the website "<http://eprocure.gov.in/eprocure/app>" from **30.08.2019 (10:15 AM) to 20.09.2019 (up to 04.00 PM)**.

3. The interested service providers may submit the tenders online at "<http://eprocure.gov.in/eprocure/app>" in two bid system (i.e. Part I: Technical Bid and Part II: Financial Bid) in the prescribed Performa. Tenders are to be submitted only online through e-procurement portal i.e. "<http://eprocure.gov.in/eprocure/app>". All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the Tender Documents.

4. Tenders sent by any other mode will not be accepted.



Joint Director
T.No.24301237

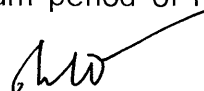
NB: The terms and conditions of the bid are enclosed which should be carefully noted and complied with. Specification and description of work is given in BoQ which must be used for quoting rates.

2. Scope of work and General Instructions for Tenderers

Scope of Work: Repair/ replacement (including instruments spares, line cord, coil cord, rozet box, adaptor etc.) of Plan Telephone Instruments (Beetel & NEC), Intercom (Beetel make), supply & laying of telephone cables and providing technical support in MeitY, Electronics Niketan, New Delhi.

General Instructions:

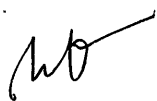
- I. The interested service providers have to submit the tender through e-procurement portal as per required packet/cover contents.
- II. The rate contract shall be valid initially for a period of one year from the date of awarding the rate contract. However, the rate contract may be extended subsequently, on mutual consent, for a further period of two years as may be decided by the competent authority, after review of performance on the same rates, terms and conditions.
- III. The firm shall use materials of good quality for repair/ replacement (including instruments spares, line cord, coil cord, rozet box, adaptor etc.) of Plan Telephone Instruments (Beetel & NEC), Intercom (Beetel make), supply & laying of telephone cables. It will be the responsibility of the company to ensure supply of OEM spare parts (including telephone instruments of the same make and model). The samples should be got approved by the Competent Authority of the Ministry/ User Officer.
- IV. The selected bidder will undertake service/maintenance of the instruments etc. in the presence of the user at the location of instruments and provide a copy of call report to the user after getting his signature over it indicating the details of spares replaced and details of service provided by the engineer.
- V. The Bidder shall be located in National Capital Region of Delhi.
- VI. The Earnest Money Deposit should be submitted to the Section Officer, General-I Section, Ministry of Electronics & Information Technology, 6, CGO Complex, New Delhi on or before last date of bid submission up to 3.00 PM. Without which the quotations will not be considered. Late receipt of Earnest Money viz. after closure of online bidding time, or non-receipt of Earnest Money will make the bidder disqualify and that bid will not be considered.
- VII. The successful bidder will have to deposit Performance Security to the Section Officer, General-I Section, Ministry of Electronics & Information Technology, 6, CGO Complex, New Delhi for the due fulfillment of the contractual obligations which is refundable without any interest on termination of the contract after deduction any penalty/any liability of any kind imposed by Ministry of Electronic and Information Technology on account of unsatisfactory services.
- VIII. The bid must be valid for a minimum period of ninety days from the due date.



- IX. No bidding firm will be allowed to withdraw their bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, its EMD will be forfeited.
- X. The Technical Bid Shall be opened online on the Scheduled date and time i.e **23.09.2019 at 11:30 AM.**
- XI. If after awarding of the contract, the successful bidder (L1) fails to provide required service the rate contract is liable to be cancelled along with forfeiture of Performance Security Deposit and other consequential actions such as Blacklisting of the firm etc.
- XII. All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bids or Financial Bids is permitted. In no case should there be any change in the format of the Financial Bid. The bids submitted in the Performa other than the Performa provided for the purpose, will be rejected similarly.
- XIII. The bidders should have at least one dedicated landline telephone connection and one mobile for contact. The details of the same may be furnished in the bid (Annexure-I).
- XIV. It may specifically be mentioned whether quotation is strictly as per terms and conditions of the tender. Deviation if any must be spelt out specifically in Technical Bid. In the absence of this, the quotation may be rejected.
- XV. Duly constituted committee shall first open and evaluate Technical Bids. Price Bids of only those bidders shall be opened whose technical bids are found to be in order as per terms and conditions of tender. Intimation to this effect shall be separately sent to the bidders whose bids are found technically acceptable. The lowest quoted bidder(s) shall be chosen on the basis of total lowest bid price received.
- XVI. The Ministry reserves the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever.

3. Eligibility Criteria

- I. The firm should have 3 years experience for similar type of works in this field.
- II. The bidder is required to submit copies of work orders at least three years of Departments, Ministries and PSU's. Contact of dealing person (Name & Designation) with complete official address and Telephone/Mobile number should also be provided.
- III. The annual turnover of the firm should be more than 40 lakh and above. Bidder is required to upload turn over of last 3 financial years, duly certified by Chartered Accountant.
- IV. Bidders are required to upload PAN No., Tin No., GST/CGST Registration No., allotted by concerned authorities.



- V. Bidders should be registered with ESI & EPFO and required to upload certificate allotted by concerned authority.
- VI. Bidders are required to upload a Declaration on letter head stating that the bidder has not been black-listed by any Ministry/Department/Organization.
- VII. Bidder is required to upload the scanned copy of the EMD of Rs. 10,000/- (Rs. Ten Thousand Only) should be in the form of Pay Order/ Demand Draft issued by any commercial bank in favour of 'Pay & Accounts Officer, MeitY, payable at New Delhi. Original EMD should be submitted to this Ministry before last date of Bid i.e. **20.09.2019**.

If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents etc., the Earnest Money Deposit or the Performance Security Deposit, as the case may be, will be forfeited and no excuse whatsoever will be entertained thereafter.

4. Terms and conditions

- I. The rates approved in this tender shall be valid for the whole period of the contract and no upward revision will be entertained during the period of the contract.
- II. It shall be the responsibility of the successful tenderer to repair/replace (including instruments, OEM Spares, line cord, coil cord, rozet box, adaptor etc.) of Plan Telephone Instruments (Beetel & NEC), Intercom (Beetel make), supply & laying of telephone cables etc.), supply & laying of telephone cables premises as stipulated date/time of work order.
- III. Selected lowest Bidder shall be empanelled as Service Provider on the fixed rate for one year from the date of signing of Agreement. The contract may further be extended for two years if mutually agreed to by both the parties on year to year basis. In case, the empanelled service provider is found in breach of any condition(s) of tender/agreement at any stage or services of service providers are found not to the satisfaction to the Ministry, the agreement/contract may be terminated leading to forfeiture of performance security. The decision of the Ministry shall be final in this regard.
- IV. The Ministry reserves the right to modify and amend any of the above stipulated condition/criterion depending upon requirement/priorities vis-a-vis urgent commitments.
- V. All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi.

5. Opening of Bids:-

- (i) **Technical Bid:-** The Technical bid will be Opened on **23.09.2019** at **11.30 AM** by the duly constituted tender evaluating committee.



(ii) **Financial Bid:-** The Financial bid will be opened accordingly within one week from the date of completion of evaluation of Technical Bid by the committee.

6. Micro and Small Entrepreneurs & Startup:- The Micro, Small and Medium Enterprises (MSME) avail the benefits referred to O.M. No.F.20/2/2014-PPD dated 25.07.2017, D/o Expenditure, Ministry of Finance and Startups Medium Enterprises avail the benefits referred to O.M. No.F.20/2/2014-PPD dated 27.07.2017, D/o Expenditure, Ministry of Finance.

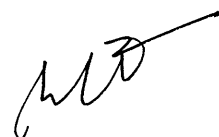
7. Receipt of Tax Liability: The contract awarding firm for the above mentioned work of the MeitY will be given applicable tax on the bills raised in the first quarter. The firm will ensure that the tax receipts are deposited to the Ministry, while raising bill for the second and subsequent quarters. In case the receipt(s) is /are not submitted by the firm, the tax would not be paid to the firm and the already paid tax would be recovered from the bill so raised.

8. Payment: The payment shall be released to the firm through ECS, only after successful completion of the assigned work. A pre-receipted bill is to be produced in triplicate which should be accompanied with a certificate/call report/Service Report duly signed by the complainant, indicating that the assigned work has been completed satisfactorily.

9. Earnest Money Deposit (EMD): Each bid must be accompanied by Earnest Money Deposit as per Annexure-II, which shall be in the form of Demand Draft/Pay Order in the name of "Pay & Account Officer, Ministry of Electronics and Information Technology" payable at New Delhi. Quotations received without Earnest Money deposit are liable to be rejected.

- a. The earnest money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraws amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
- b. The EMD of those tenderers who fail in the technical evaluation would be returned within the 15 working days from the date of technical evaluation. Those tenderers who declared as L2, L3 and so on, their EMD will be returned within 15 working days from the date of financial evaluation. The EMD of successful tenderer will be returned within 15 working days from the date of signing of contract/agreement & deposit of Performance Security.
- c. No interest will be payable by the Ministry on the Earnest Money Deposit.

10. Performance Security:- The successful bidder shall submit a Performance Security of **Rs. 40,000/-** as indicated within 10 days of Acceptance of Bid letter by the Ministry, which should be valid for a minimum period of 14 months from the dated of award of Contract. The performance security will be in the form of Bank Guarantee/Demand Draft/Pay order or Fixed Deposits Receipts (FDR) of any commercial bank. In case the contractor fails to provide satisfactory services during the contract period, the performance security submitted by the firm will be forfeited without prejudice to other remedies. Performance Security shall be released immediately after the expiry of contract period. No interest will be payable on the performance Security.



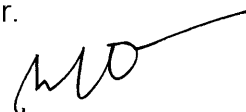
11. Penalty and Termination of Contract:

- 11.1 The selected service provider shall be responsible for the trouble free working of the instruments and their upkeepment. The complaint shall be attended within same day, if lodged in the forenoon and next day if lodged in the afternoon. A penalty of Rs. 500/- per day/instrument in case of down time of instruments is more than 12 working hours shall be deducted from the bills of the contractor. The job carried out shall be to the satisfaction of the Ministry failing which deductions up to 10% of the total bill are deducted, depending upon the severity of negligence.
- 11.2 In case of intermittent failure and repetitive problems due to improper diagnosis or repair, the instruments/machines will be treated as continuously down. In that situation it will be construed that the services of the contractor are unsatisfactory and the contract may be terminated leading to forfeiture of performance security.
- 11.3 The Ministry at any time can terminate the contract without assigning any reason, if the work of the firm is found unsatisfactory. In this respect, the decision of the Ministry will be final and binding on the firm.
- 11.4 The Ministry may also resort to blacklist the service provider for a suitable period of time on the lapse on its part. The decision of the Competent Authority shall be final and binding on the firm/agency.
- 11.5 The contract may be terminated by the Ministry giving one month's notice in advance. The Ministry may terminate the contract any time if the services of service provider are found not to be satisfactory or any other reason.

12. Agreement Deed: The successful bidder shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper within 15 days from the date of award of the contract. Agreement/Contract will be signed after the submission of the performance security at the following terms.

- a. The period of contract for compilation of job shall be 90 days from the date of award of contract. Further, submission of the performance security/Agreement Deed, will be submitted later but not more than seven days. The contractor has to submit all the formalities within 15 days, failing which the schedule of time will be counted from the date of award of contract.
- b. The incidental expenses of execution of Agreement/Contract shall be borne by the successful bidder.

13. Arbitration:- In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then Ministry will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or re-enactment thereof including the rules framed thereunder.



● **14. Force Majeure:-** Notwithstanding the provision of the **clause 10**, the firm shall not be liable for forfeiture of its performance security, liquidated damages or termination for breach, if and to the extent that, it's delay in performance or other failure to perform its obligation under the agreement is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of the 'Ministry' either in its sovereign or contractual capacity, wars or revolution, fire, floods, epidemics, quarantine restrictions and freight embargoes. The Force Majeure situation arises, the firm shall promptly notify the 'Ministry' in writing of such condition and the cause thereof. Unless otherwise directed by the 'Ministry' in writing, the firm shall continue to perform its obligation under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. All disputes are subject to the jurisdiction of Courts in the National Capital Territory of Delhi.



(Adarsh Kumar)
Joint Director

CHECK LIST

Bidders must check whether documents have been enclosed in the respective and bid fulfils the following:

A. Technical Bid

S. No.	Description	Yes/No.	page
1.	Documentary evidence indicating that the firm is located in National Capital Region of Delhi		
2.	Bid Form as per Annexure -I		
3.	Price Schedule as per Annexure – III indicating Rate (in rupees) (price must not be indicated in this cover)		
4.	Proof of three contracts with Govt. Ministries / Semi-Government Department with satisfactory report.(work order with satisfactory / completion report to be enclosed)		
5.	Proof of annual Turn-over which should not be less than 40 lakh along with copy of turn over last 3 financial years, duly certified by Chartered Accountant.		
6.	Proof of Service Tax Number/ GST / CGST Registration number (copy to be enclosed)		
7.	The Earnest Money Deposit (EMD) of Rs.10, 000/- (Rupees Ten Thousand Only) through a demand draft in favor of 'PAO' Ministry of Electronics & Information Technology, payable to New Delhi.		
8.	Copy of Income – Tax returns for the last three years.		
9.	Bidders are required to upload a Declaration on letter head stating that the bidder has not been blacklisted by any Ministry /Department / Organization.		
10.	Bidder should be registered with ESI & EPFO and required to upload certificate allotted by concern authority.		
11.	Bidder should be registered OEM authorization from NEC and Beetal (Copy to be enclosed)		

B. Price Bid Cover

Sl.No	Description	Yes or No.	Page
1.	Price Schedule as per Annexure –II.		
2.	Have you quoted for all items of the tender?		

Sl. No.	Particulars	Approx.	Unit	Unit price (in Rs.)	Amount (Rs.)
1.	Repair & Maintenance of Plan Phones System (Beetal make).	195	Nos.		
2.	Repair & Maintenance of Mini Exchange/ Plan phones System (NEC make).	259	Nos.		
3.	Repair & Maintenance of all types Intercoms.	1225	Nos.		
4.	Supply & laying of 05 pairs telephone Cable (PVC) (ISI mark) Qty. required may vary depending upon actual requirement.	Per Meter	Meter		
5.	Supply & laying of 10 pairs telephone Cable (ISI mark) Jelly field. Qty. required may vary depending upon actual requirement.	Per Meter	Meter		
6.	Supply & laying of 20 pairs telephone Cable (ISI mark) Jelly field. Qty. required may vary depending upon actual requirement.	Per Meter	Meter		
7.	MDF Box with Crown 100 pairs Qty. Required may vary depending upon actual requirement.	One	No.		
8.	PVC Pipe Qty. required may vary Depending upon actual requirement.	Per Meter	Meter		
9.	MDF Box with Crown 200 pairs Qty. required may vary depending upon actual requirement.	One	No.		
10.	Deployment of one permanent technician (All working days from 9.00 AM to 6.00 PM.	For entire contract period	1		
	Total				

BID FORM

- 1. Tender No. J-15011/11/2019-General-I : -----

- 2. Name and Address of Bidding firm : -----

- 3. Name and Designation of the person Signing the bid : -----

- 4. Mobile/Land Line Telephone No. : -----

- 5. PAN, GST/CGST Registration No., ESI & EPFO No (Copy enclosed). : -----

- 6. Whether bidder is a Micro/ Small Entrepreneur & Startup, Please specify : -----

- 7. Capacity in which bid is signed by the Bidder proprietor / Partner / Director : -----

- 8. Details of Earnest Money Deposit : -----

- 9. Copy of Letter head stating that the Bidder has not been blacklisted by any Ministry / Department / Organizations : -----

- 10. Copies of contract (at least 3) in last 3 Years with Govt. Ministry/Semi-Govt. /Department with Satisfactory Report should be enclosed. : -----

- 11. Proof of annual Turn-over which should not be less than 40 lakh along with copy of turn over last 3 financial years, duly certified by Chartered Accountant.. : -----

- 12. OEM authorization Certificate from NEC and beetal : -----

Signature of Bidder: -----

Name in Block Letter: -----

Date: -----

Place: -----

BID FORM

1. Tender No. J-15011/1/2017-General-I : -----
2. Name and Address of Bidding firm : -----

4. Name and Designation of the person Signing the bid : -----
5. Mobile/Land Line Telephone No. : -----
6. Earnest Money Deposit Details : -----
7. GST/CGST Registration Certificate No. (Copy enclosed) : -----
8. PAN Number (Copy enclosed) : -----
9. Copy of certificate issued by Manufacturer/ Distributor : -----
10. Date-wise orders of similar contract in last Financial year (copy of at least 3 contracts are to be enclosed). : -----
11. Terms and Conditions mentioned in the Invitation of bid are ACCEPTABLE/ NOT-ACCEPTABLE : -----
12. Deviation in Terms and Conditions/ Specifications (if any) : -----
13. Capacity in which bid is signed by the Bidder (Proprietor/Partner/Director) : -----

Signature of Bidder: -----

Name in Block Letter: -----

Date : -----

Place: -----