

**No. D-25011/03/2017-GA**  
**Government of India**  
**Ministry of Commerce and Industry**  
**Department of Industrial Policy and Promotion**  
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**Udyog Bhawan,  
New Delhi**

**Dated 27<sup>th</sup> April, 2018**

**TENDER DOCUMENT**

Sealed Quotations are invited for award of Annual Maintenance Contract for **Siemens Business Communication Systems installed in Department of Industrial Policy and Promotion at Udyog Bhawan, New Delhi.** The detailed schedule of Tender is as under:

<b>Sl. No.</b>	<b>SCHEDULE OF TENDER</b>	<b>DATE AND TIME</b>
1.	Date of uploading of Tender Document on website	27.04.2018
2.	Last date and time for submission of Tender Document	Upto 3.30 PM on 18.05.2018
3.	Date and time for opening of Tender Document	4.00 P.M. on 18.05.2018



**(S. Ravish Ali)**  
**Under Secretary to the Govt. of India**  
**Tel.No.: 2306 3697**

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**Udyog Bhawan,  
New Delhi**

**Dated 27<sup>th</sup> April, 2018**

**TENDER NOTICE**

1. Sealed quotations are invited from the Authorized Service Providers of Siemens for Annual Maintenance Contract for Siemens Business Communication Systems installed in various rooms at Udyog Bhavan, New Delhi. The contract is for a period of one year which is extendable subject to satisfactory performance. The detailed terms and conditions of the contract are given in **Annexure-I**. The rates of AMC (excluding GST) are to be quoted as prescribed in the financial bid format in **Annexure-II**. The details and information relating to the firm to be provided as per **Check List at Annexure-III**.

2. The quotations along with EMD should be submitted in a sealed cover super scribed as "**Quotation for Annual Maintenance Contract for Siemens Business Communication Systems installed in various rooms in DIPP**". The sealed quotation should be addressed to the Under Secretary (GA), Department of Industrial Policy and Promotion, Room No.271-A, Udyog Bhavan, New Delhi so as to reach the undersigned by **3:30 p.m. on or before 18<sup>th</sup> May, 2018**. Complete Tender document is available on DIPP's website i.e <http://www.dipp.nic.in> and Central Public Procurement (CPP) Portal i.e. <https://eproure.gov.in/epublish/app>. The firms registered with MSME and NSIC should submit a copy of EMD Exemption certificate for claiming exemption from EMD submission.

3. The rates quoted will be valid for a period of one year from the date of approval of the competent authority of this Department and may be further extended on mutually agreed basis.

4. Last date for seeking clarifications, if any, is 10<sup>th</sup> May, 2018.



5. **Amendment to Bid Documents:** The Amendments/Corrigendum, if any will be notified on the website of DIPP and CPP Portal. Bidders are advised to visit both the websites regularly for updates on this tender.

6. The Department reserves the right to impose any other conditions for regulating the contract in public interest. All disputes are subject to the jurisdiction of courts of National Capital Territory of Delhi and Agreement will be governed by and construed in accordance with the laws of India.

7. Prospective bidders can visit the GA Section (Room No. 21) on any working day between 11:00am to 5:00pm till 15/05/2018 to inspect the communication Systems to be covered under AMC.



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**Copy to: NIC with a request for placing the complete Tender enquiry along with the Terms & Conditions on this Department's website and CPP portal.**

## **TERMS AND CONDITIONS OF CONTRACT**

### **1. SCOPE OF WORK**

(i) The scope of AMC services covers Maintenance of Siemens Business Communication Systems installed in various rooms of DIPP as mentioned in Annexure-II.

(ii) For the AMC (Comprehensive) at site, the firm shall have to arrange genuine spares from Siemens on their own and old replaced parts will be the property of the vendor.

(iii) The AMC service provider shall arrange cleaning of each Telephone instrument once in every quarter to have a cleaner look of the Telephone instrument upto the satisfaction of the user which shall be authenticated by each user.

(iv) The firm will provide maintenance and repair services on all working days. However, in case of emergency firm will provide maintenance and repair services on week-ends and holidays also.

### **2. PERIOD OF CONTRACT**

The contract will be valid for a period of 12 months and may be extended on mutual agreement between the Department & the contractor. In case the services of the contractor are not found satisfactory or contractor fails to comply with the any of the terms and conditions of the contract or commits any breach of contract, the Department may terminate the contract at any time. In such eventuality, the performance security deposit submitted to the Department by the contract will be forfeited.

### **3. EARNEST MONEY DEPOSIT**

**The tender/quotation must be accompanied by an Earnest Money Deposit of Rs. 5000/- (Rupees Five Thousand only).** The EMD of unsuccessful bidders shall be refunded within one month after the successful bidder executes the agreement with DIPP. EMD of successful bidder shall be returned within 15 days from the date of receipt of the security deposit. **No interest is payable on EMD. The firms registered with MSME and NSIC should submit a copy of EMD exemption certificate for claiming exemption from EMD submission.** EMD will be forfeited in case successful tenderer fails to abide by the terms and conditions or refuse to undertake the contract;

### **4. FORFEITURE OF EARNEST MONEY DEPOSIT**

The earnest money shall be forfeited

(a) If the quotation is withdrawn by the bidder:

(i) At any time prior to its rejection or (ii) Before or after its acceptance is communicated to the bidder or



(b) If the successful bidder fails to comply with the terms & condition of the Quotation Notice

## **5. PERFORMANCE SECURITY**

Before commencement of contract, the successful bidder will have to deposit Performance Security Deposit (PSD) which should be 10% of the tendered amount in the form of Fixed Deposit Receipt from a Commercial bank or Bank Guarantee from a Commercial bank. The Performance Security should be valid for a period of 15 (12+3) months from the date of commencement of the contract. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the successful bidder. No interest will be paid on PSD. **Earnest Money will be refunded to the successful bidder on receipt of Performance Security;**

## **6. RELEASE OF PAYMENT**

- (i) No advance payment will be made in any case.
- (ii) All the bills submitted by the successful bidder would accompany with the work vouchers duly signed by the concerned officer/official mentioning therein the Name, Designation and Division.
- (iii) The payment shall be made on post quarterly basis on furnishing the satisfactory preventive maintenance report (in original) for the respective quarter duly signed by the concerned users.
- (iv) GST, as per rules, should be quoted at the time of bill submission. TDS will be deducted at source.
- (v) The payment will be made through ECS system

## **7. TENDER VALIDITY PENALTY CLAUSE**

The tender validity period is 120 days from the date of opening of tender. The rates quoted by the bidders will remain valid for a period of 120 days or till the date of finalization tender, whichever is earlier.

## **8. PENALTY CLAUSE**

- (i) In case the successful bidder is found in breach of any condition(s)/tender at any stage, legal action as per rules/laws shall be initiated against the agency concerned. In that case Earnest Money Deposit/ Performance security shall be forfeited after giving proper opportunity through show cause notice;



(ii) In case the performance of the successful tender is not found satisfactory, the tender will be cancelled and the Performance Security/Earnest Money forfeited.

(iii) If the firm fails to respond to the complaints within 24 hrs and accomplish the repair/maintenance work within a reasonable period, penalty of 5% for the delay of each work or a fraction thereof shall be charged and the same shall be deducted from the gross amount of the bill. The decision of the Head of the Department for the reasonable period for repair shall be final.

## 9. RESOLUTION OF DISPUTE

All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with the laws of India.

### A. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

a. The Tender document must be filled in neatly and clearly. Incomplete or conditional tenders shall not be entertained.

b. Tenderer will not be allowed to withdraw his offer EMD shall be forfeited, if the tenderer fails to honor the contract.

c. Any request for increase in quoted and/or accepted rates will not be entertained for any reason during currency of the contract.

d. The rates must be written in figure as well as in words. Erasing and overwriting in the rates quoted will make the tender void.

e. Canvassing in any form is strictly prohibited. Tender of such tenderer resorting to such activities will be summarily rejected.

f. The EMD shall be forfeited in case the firm does not fulfill/produce the documents/promises made before this Department or any committee constituted by this Department for this purpose.

g. The tenderers may represent themselves personally or through authorized representative, if any, at the time of opening of tender. Documentary evidence about legal entity of the bidder and the authorized person who would interact with Department should be produced.

h. The successful contractor will have to furnish the names of their authorized workers engaged by him for supply/maintenance of furniture in this Department. Character and Antecedents of the workers engaged by contractor needs to be verified by the contractor. The contractor will be held responsible for any lapse on their part.

- i. On urgent requirement, Contractor will have to provide services even on holidays/Saturdays/Sundays at the required site/quantity/time. Negligence on this account may lead to penal action against the Contractor as deemed fit by this Department.
- j. The persons deputed shall be not below the age of 18 years and they shall not interfere with the duties of the employees of the Department.
- k. The contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- l. The authorized workers of the contractor will have to report to the GA of the Department daily before and after completion of the job. Surprise visits/checks will be conducted by the officers of the Departments.
- m. The contractor will be responsible for the conduct/integrity of the staff deployed by him and the safety and Security of the office equipment/machinery. Any loss to the property of the Department due to the negligence of the Contractor's staff will be recovered from the Contractor's account.
- n. The calls for repair/maintenance must be attended on the same day, within 3-4 hours. Serious defects/change of parts should not take more than 4-5 days.
- o. In case the successful bidder is found in breach of any conditions(s) of tender at any stage, legal action as per rules/laws shall be initiated against the agency concerned. In that case Earnest Money Deposit/Performance Security shall be forfeited after giving proper opportunity through show cause notice.
- p. In case the firm backs out in the midstream without any explicit consent of this office, it will be liable to recovery of the higher rate which may have to be incurred by this office for arranging the work through alternative means for the balance period of contract.
- q. If it is found that the information/Certificates furnished by the participating firms is incorrect/wrong or bogus, **the firm shall be blacklisted**, its bids will be ignored and EMD/Performance Security Deposit will be forfeited.
- r. The Department reserves the right to impose any other conditions for regulating the contract in public interest.



**B. SPECIAL TERMS AND CONDITIONS FOR CONTRACT:**

1. The Supply/Service and maintenance work will be completed by the contractor within 7 days of the order positively. In case of emergency the contractor will have to provide services /maintenance work even on holiday/Sundays and at the required site of meeting/conference etc.
2. In case of any loss or damage to any item during repair within the premises of this Department or at the workshop of the firm, it shall be the liability of the firm and the Department may at its discretion deduct the total cost of the item or any part thereof from the bill of the firm.
3. Any use of inferior quality material will invite blacklisting of the firms besides termination of contract.
4. The firm shall under take the repair work only as directed by the GA Division of this Department. Any work under taken otherwise shall be treated as unauthorized work and cost of such work undertaken shall not be paid by the Department.
5. The firm shall maintain job card for each work undertaken by it. The job card should be got signed by the official concerned after satisfactory completion of work.
6. The contractor's personnel shall not enter the rooms without permission. They will also not divulge/disclose to any person, any details of office, operational process, technical know-how, security arrangements, and Administrative / Organizational matters.
7. The firm should quote a reasonable amount as per details of items to be supplied as indicated in the **Annexure-II**. If any fake/unrealistic price is quoted, it shall not be treated as valid quote and shall result in summarily dismissal of the bid.

**C. BID QUALIFICATION CRITERIA.**

The tendering agency/firm must fulfill the following qualification/specifications in order to be eligible for evaluation of the Bid:

- i. The bidder should be either Original Equipment Manufacturer (OEM) or Authorized Service provider. An Authorization letter in this regard must be submitted along with bid documents.
- ii. The service providers should have an office in Delhi NCR. The Proof of address is to be submitted with bid documents.
- iii. The Bidder should have GST Registration. Certified copy of the registration shall be submitted with the bid documents.
- iv. Self-attested copy of the **PAN card of the bidding firms** shall be submitted with the bid documents.





- v. The firm/bidders should not have been blacklisted by any Ministry/Department of the Government of India. A Self Declaration in this regards should be submitted with the bid documents.
- vi. The lowest quoted bidder (L-1) shall be chosen on the basis of total bid price received. The rates quoted should include all charges **except the GST** which should be charged as per the Govt. guidelines during execution of the contract. No other payment in excess of the contracted rate will be released.



(S. Ravish Ali)

Under Secretary to the Government of India  
Tel. No. 23063697

**Annexure II**

**List of Siemens Make KTS Systems/Telephone Instrument in various rooms of this Department**

<b>Sl. No.</b>	<b>Office Name</b>	<b>Room No.</b>	<b>Model Number</b>	<b>Siemens KTS Instrument</b>
1	JS(VK)	126 & 126-A	Hipath 3350	6
2	AS(AC)	135 & 135-A	Hipath 1150	5
3	JS(AA)	227-A & 227-A-I	Hipath 3350	5
4	AS(SS)	259 & 258-A	Hipath 3350	5
5	DDG(SKP)	326	Hipath 3350	4
6.	General Administration	21	Hipath 3350	5
			<b>Total Cost of AMC (excluding GST)</b>	

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**Annexure III**

**Check List regarding details and information relating to the firms etc.**

<b>Sl. No.</b>	<b>Item head</b>	<b>To be Filled by the Agency/firms</b>
1.	Name of Agency/firm	
2.	Nature of the concern: (i.e. Sole Proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization)	
3	A copy of the certificate issued by M/s Siemens Enterprise Communication (P) Ltd. as an authorized service provider	
4.	EMD of Rs. 5000/- or EMD exemption certificate.	
5.	Full address of Registered Office in Delhi NCR (i) Telephone No. (ii) Fax No. (iii) E-Mail Address	
6.	PAN of the Agency/Firm	
7.	GST Registration No. of the Agency/Firm	
8.	Self-declaration by the firm that it is not blacklisted etc.	

**UNDERTAKING**

- i. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of this Department and shall abide by them.
- ii. I /We further undertake that the information given in this tender is true and correct in all respect and I/we hold the responsibility for the same.

Date :  
Place:

Signature of authorized person.  
Name :  
Seal:

**Note:** All the supporting documents should be submitted with the bid documents.

