

**GOVERNMENT OF INDIA
CABINET SECRETARIAT
(Special Protection Group)
Admin Block, SPG Complex,
Sector-8, Dwarka, New Delhi-110077.
Phone No.011-25090554, Fax No.011-25090682**

TENDER NOTICE

Tender No. 14/12/18/11/2018/Prov/21501/1474 dated 05/03/2019

On behalf of President of India, Special Protection Group (CABINET SECRETARIAT), SPG Complex, Dwarka, Sector-8, New Delhi-110077 invites e-tender in two-bid system from OEM/Authorized CAMC providers having the minimum pre-qualification criteria for Comprehensive Annual Maintenance Contract (CAMC) of NEC EPABX Model SV-9100 System installed at SPG Complex, Sector-8, Dwarka, New Delhi for a period of five years.

2. Critical date sheet

Date of publishing in CPP Portal	05/03/2019 (1900 hrs)
Document download start date	05/03/2019 (2000 hrs)
Document download end date	28/04/2019 (1400 hrs)
Clarification Start date	06/03/2019 (1000 hrs)
Clarification end date	22/03/2019 (1700 hrs)
Date of pre-bid conference	25/03/2019(1500 hrs)
Last date and time for uploading of bids on CPP Portal	29/04/2019 (1400 hrs)
Date and time for opening of Technical bid	30/04/2019 (1500 hrs)

3. The complete tender document is available on the website www.spg.nic.in and www.eprocure.gov.in. Interested bidders may visit above websites and download the tender documents. Tender documents will not be issued manually.

4. All Indian bidders fulfilling the pre-qualification criteria are eligible to participate in the tender. Participating firm must have OEM authorized service centre in Delhi/NCR. SPG reserves rights to inspect the service centre.

5. If you are in a position to quote for providing of CAMC services, please complete the information called for as per tender documents and submit alongwith your quotation through e-procurement site <http://eprocure.gov.in>. Incomplete tender enquiry is liable to be ignored/rejected.

(A.V.S. Kaliyar)
ASSTT. INSPECTOR GENERAL (PROV)

CRITICAL DATE SHEET

1.	Tender No.	No.14/12/18/11/2018/Prov/21501/1474 Date: 05/02/2019
2.	Date of publishing in CPP portal	05/03/2019 at 1900 hrs
3.	Document download start date	05/03/2019 at 2000 hrs
4.	Document download end date	28/04/2019 at 1400 hrs
5.	Clarification start date	06/03/2019 at 1000 hrs
6.	Clarification end date	22/03/2019 at 1700 hrs
7.	Date of Pre-Bid Conference	25/03/2019 at 1500 hrs
8.	Last date & time for uploading of bids on CPP Portal	29/04/2019 at 1400 hrs
9.	Date & time of opening of technical bid	30/04/2019 at 1500 hrs
10.	Venue for opening of technical bid	Will be opened online at Administrative Block, SPG Complex, Sector-8, Dwarka, New Delhi-110077
11.	Venue, date and time for opening of commercial bid	Will be intimated to technically qualified tenderers.
12.	Address for communication	Asstt. Inspector General (Prov) Special Protection Group, SPG Complex, Sector-8, Dwarka, New Delhi-110077.
13.	Contact No.	Phone : 011-25090554 Fax : 011-25090682
14.	Validity of tender quotation	180 days from the date of opening of tender

Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in

person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

TENDER DOCUMENT

(1) INTRODUCTION:

- (i) Special Protection Group (Cabinet Secretariat), SPG Complex, Sector 8, Dwarka, New Delhi-110077 invites e-tender in **two bid system** through CPP Portal for **"Comprehensive Annual Maintenance Contract (CAMC) of NEC EPABX Model SV 9100** system installed on 23/03/2017 at SPG, Complex, Sector-8, Dwarka, New Delhi for a period of five years. The details of equipment with cost under Comprehensive AMC are as under:-

Sl. No	Nomenclature	Qty	Rate (per item)	Total Cost (in Rs)
1	<u>NEC EPABX, Model SV 9100 Large</u> i) No. of Extensions - 512 ii) No. of Junctions - 64 iii) No. of expandable ports - 984 iv) Operator Console -01 v) Compatible-ISDN and networking	1 No.	8,84,596/-	8,84,596/-
2	MDF 1000 Pairs alongwith IPM (Internal Protection Module)	1	1,11,762/-	1,11,762/-
3	IP Gateway card for 48 Channels (for Video Phone, IP Phone and Networking)	2	1,20,720/-	2,41,440/-
4	Standby Card for CPU	1	20,209/-	20,209/-
5	Standby Card for PSU	1	5,791/-	5,791/-
6	ISDN interface card (Primary Rate Interface) for 30 channel	2	31,322/-	62,644/-
7	Extra Operator Console (Digital Desktop Telephone)	60	6,582/-	3,94,920/-
8	Push Button CLI Phone (PBT)	350	671/-	2,34,850/-
9	HP Desktop 260-P02IN 6 th Gen/i3/4GB RAM/1TB HDD/18.5 Monitor/Window 10/ CDD	01	37,500/-	37,500/-
Total Equipment Value				19,93,712/-

- (ii) TWO BID SYSTEM i.e. Technical bid and Commercial /Financial bid are invited from the OEM/ authorized CAMC service providers for CAMC of EPABX system fulfilling the terms and conditions set forth in the tender document. While submitting bids, any deviation from our standard conditions shall be specifically spelt out. The financial bid will be opened only if the firm qualifies in technical bid. The firm must clearly mention the labour component and material component while quoting the rates.
- (iii) The tender document may be read carefully. Offers received without requisite documents/certificates as asked under pre-qualification criterion and other clauses of tender, are liable to be rejected instantly.
- (iv) The bidder must indicate the tender number and date in the offer.
- (v) Bidders are advised to keep note of time required for preparation of Entry Pass at the gate and come to deposit EMD etc well in advance so as to reach well before specified time of closing. Late EMD will not be accepted in any case.

2. PRE-QUALIFICATION CRITERIA:

- (i) The bidder should be a OEM / authorized CAMC service provider registered under the Companies Act, 1956 or must be registered with concerned taxation authority for various types of taxes proposed to be charged under this Tender. Copies of registration certificates must be uploaded with the bid.
- (ii) The bidder should have an annual turnover of at least Rs. 10.00 Lacs during the preceding three financial years (i.e. 2015-16, 2016-17 and 2017-18). In support of their claim, the bidder must furnish audited annual accounts for last 3 (three) years duly authenticated from Chartered Accountant.
- (iii) As the EPABX system and other equipments are of NEC make, Model SV 9100, the bidder must submit authorized service provider certificate from OEM (if not OEM itself) that they are authorized to repair & provide CAMC service, spare parts of the system and other equipments during the period of CAMC (i.e. for 05 years). Certificate to this effect be uploaded on e-bid.
- (iv) The bidder should have executed the contract with any Government Organization/PSU/autonomous body aggregating of Rs.10.00 lakhs with at least one maintenance contract of Rs.5.00 lakhs in last 3 (three) years (i.e. 2015-16, 2016-17 and 2017-18) for maintenance of similar systems. In support of the claim, bidder must upload copy of contract/agreement clearly indicating value of contract(s) (equivalent or more) with e-bid.
- (v) Tendering firm must have GST number in its name and must enclosed copies of registration certificate i.e. REG06.
- (vi) The firm should not have been blacklisted/debarred from any Government department/Public Undertakings (PSUs), furnish undertaking in this regard.
- (vii) The firm should have an OEM authorized repair & service centre in Delhi/NCR to provide CAMC services to SPG. The address of the workshop with telephone/fax/mobile number/email ID should be communicated. SPG reserves the rights to inspect the service centre facility.

3. TERMS AND CONDITIONS GOVERNING COMPREHENSIVE AMC:-

- (a) EARNEST MONEY DEPOSIT (EMD) : EMD for Rs. 23,000/- (Rupees twenty three thousand only) with tender documents in the form of Bank Draft/Bankers Cheque/Fixed deposit receipts/Bank Guarantee drawn in favour of "**Director of Accounts, SPG, Cabinet Secretariat, New Delhi**" payable at New Delhi, has been kept in the tender. The bidders have to upload scanned copies of Earnest Money documents alongwith their e-tender. The EMD of successful bidder will be forfeited if he fails to furnish performance security within 30 days from the date of issue of AT/Supply Order. The EMD will not carry any interest. The EMD of the unsuccessful bidders will be returned after finalization of the tender. The firm registered with DGS&D/NSIC/MSME/STARTUP recognized by DIPP (Department of Industrial Policy & Promotion) for similar nature of store

for which they are registered are exempted from EMD. Copy of the same may be uploaded with the bid documents. The EMD should reach office of the AIG(Prov), SPG, Sector-8, Dwarka, New Delhi-110077 before end date of e-bid submission, failing which their offer will be liable for rejection. The EMD of the unsuccessful bidders will be returned after finalization of the tender. The EMD should be valid for at least 225 days from the date of opening of technical bid. In case of EMD in the form of Bank Guarantee (BG), it is to be submitted by the bidder as per Annexure-I.

- (b) **CAMC CHARGES:** CAMC rate and taxes, if any should be indicated separately in Annexure-II. Total aggregate amount should be given. The rates should be filled in clearly by the tenderer. Any correction made by the Tenderer must be attested by the authorized signatory of the Firm. In absence of any indication to statutory duties and taxes in the offer of the bidder firm, it will be assumed that the price quoted includes these elements and no claim for the same or variation thereon will be entertained after opening of tenders and during the currency of the resultant contract.
- (c) **DETERMINATION OF L-1:-** L1 will be decided by taking into account of CAMC charges for five (05) years to be discounted (as per DCF technique) to the net present value as appropriate for comparing the tender on an equitable basis.
- (d) **PERFORMANCE SECURITY/SECURITY DEPOSIT:** The successful bidder is required to deposit 10% of the contract value within 30 days from the date of award of contract in the form of Bank Draft/Bankers Cheque/FDR/ Bank Guarantee from any scheduled commercial bank in India in favour of "**Director of Accounts, Cabinet Secretariat, SPG, New Delhi**" payable at New Delhi, towards the Security Deposit, which must be valid beyond a period of 60 days of completion of all contractual obligations including submission of certificate from Chartered Accountant regarding depositing of taxes. In case of performance Security in the form of Bank Guarantee, it is to be submitted by the bidder in the form at ***Annexure-III***.
- (e) **VALIDITY OF OFFER:** The offer of tender should be valid for at least six months (180 days) from the date of opening of technical bid.
- (f) **The CAMC firm will maintain equipment on terms and conditions herein mentioned below:-**
 - (i) **Scope of work:-** The Comprehensive Maintenance service shall consist of preventive and corrective maintenance of EPABX system. (Including changing of defective circuit/components/cards etc.)
 - (ii) **Service:-** 24 x 7 services - Services for the EPABX system has to be rendered on 24 x 7 basis. Bidder shall be available to attend the fault, as on need basis, irrespective of the odd hours or holidays.
 - (iii) **Duration of CAMC Contract:-** The duration of the CAMC will be for a period of 5 years from the date of signing of the contract. Performance of CAMC will be reviewed at the end of each year.

- (iv) **Care of Equipment:** - The bidder will take care of the equipment by the means of regular monthly visits & maintenance on monthly basis. The repair or replacement which may be necessitated due to any fault during CAMC will be done by the bidder on free of cost.
- (v) **Responsibilities & Response time on complaints:** - Services for the EPABX system will be rendered on 24 x 7 basis. Engineer/technician of firm shall be available to attend the faults, on need basis, irrespective of the odd hours or holidays. During holidays/odd hours, the firm's technical representative shall reach the site within 02 (two) hours notice.
- (vi) The complete EPABX system shall be divided into following two severities. The details of components of the system are mentioned in tender at clause-1(i).
- (a) **Severity Level-One** - This is defined as a failure which makes the whole EPABX system non-functional. List of equipments covered in this severity is mentioned in Annexure-IV. This may include the faults leading to an interruption in EPABX operation as well as following faults:-
- Total system down or system not booting.
 - No dial tone on any extension.
 - No PSTN line access on normal extension.
 - Failure of EPABX power supply.
 - Failure of CPU card of EPABX.
- (b) **Severity Level-Two:** This is defined as a failure that results in diminished functionality to the system. This may include:-
- Extensions working but some EPABX functions i.e. Trunk line, Digital Card, Analog cards are not working.
 - Faults LCD display PBTs & extensions.
 - Software changes/updates or programming.
- (vii) **Time to attend the complaints:-**

	Severity Level-One	Severity Level-Two
	Delhi/NCR	Delhi/NCR
Response Time	2 hrs.	8 hrs
Rectification Time	3 hrs	8 hrs

Arrangement of 20% of standby circuits, line & junction cards, components, digital phone, analog phone system or instruments, power supply, CPU model & IP card as critical reserve shall be made by the "Bidder" as per the rectification time mentioned in above table. List of critical reserve items with quantity is required to submit during signing of contract.

4. **LIQUIDATED DAMAGES:-**

- (a) **For Severity Level-One :-** If firm is unable to restore the system within the stipulated time i.e. 3 hours, the user shall levy liquidated damage of 0.5% of the CAMC charges applicable for the equipments placed in Severity Level-One, for the subsequent delay of every 6 hours. Total LD per occurrence shall not exceed 10% of CAMC charges applicable for the equipments.

- (b) **For Severity Level-Two:-** If firm is unable to restore the system within the stipulated time i.e. 8 hours, the user shall levy Liquidated Damage of 0.5% of the CAMC charges applicable for the equipments placed in severity level-two, for the subsequent delay of every 12 hours. Total LD per occurrence shall not exceed 10% of CAMC charges applicable for the equipments..
 - (c) However, the cumulative liquidated damages computed under above conditions in Severity level-1 and severity level-2 shall be limited to maximum of 10% of the total contract value of CAMC for a given year.
 - (d) In case of major defect requiring defective card/item/equipment to be taken to the bidder workshop and immediate substitute card/item/equipment will be provided by the bidder for smooth operation of system. The transportation of card to & fro will be the responsibility of bidder.
 - (e) If the bidder fails to repair or replace the defective card/item, the purchase will be free to get the same repaired/replaced from market and its cost will be adjusted from the vendor's pending bills/security deposit or received from the vendor.
5. **Payment terms:** Payment will be made on Quarterly basis after successful completion of preventive maintenance as certified by the authorized signatory of SPG on the basis of satisfactory performance certificate after end of each quarter. The payment will be made after deducting TDS wherever applicable.
- 6 **Confidentiality:-** Any information classified as confidential/secret provided during the finalization/execution of the contract shall not be passed to any third party without prior written consent of the user. Requirement of this article shall continue even after termination or completion of this contract.
- 7 **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and no other representations, offers, negotiations, verbal or written, supersede this Agreement. There shall be no modification to this Agreement unless such modification is mutually agreed upon in writing and signed by the respective authorised representatives of bidder and SPG.
- 8 **OTHER CONDITIONS OF TENDER/CONTRACT**
- (i) Contract can be renewed further if both the parties so agree in writing on the same rate, terms and conditions of the agreement.
 - (ii) The bidders can survey the location of installation of EPABX system on the date of pre-bid conference to assess the scope of work. Permission in writing is required to be undertaken for such visit.
 - (iii) The bidder should have an experience pool of Technician/Engineer for maintenance of EPABX system and accessories.
 - (iv) The maintenance contract is comprehensive and applicable to failure of equipment, either due to manufacturing defects or normal wear and tear.

- (v) The replacement of Cable is not covered under CAMC. However, firm will attend the fault in cable. Replacement of Cable, if required so will be done on payment basis.
- (vi) Two preventive maintenance services will be made every month by the Technician/Engineer of the firm during contract period. However, the number of free service calls will not be limited to two and all the faults would be attended to free of cost as and when reported. Each visit will be made within the reasonable time (depends on severity level) from the receipt of call irrespective of working hours or holidays.
- (vii) Arrangement to bring the system or any part thereof to the service centre will be made by the firm, if it is found necessary to do so. The firm must provide standby equipment in case of failure of any equipment till the faulty equipment is repaired. Therefore, the firm should keep 20% critical reserve equipment to ensure uninterrupted functioning of the system.
- (viii) It shall be the responsibility of the firm to ensure that while on maintenance visit, Technician/Engineer of the firm invariably checks the condition of mains, cable and the working environment so that remedial measures can be taken in time.
- (ix) Representative of firm will carry an identity card whenever he/she visits the site for preventive maintenance/repairs.
- (x) SPG reserves the right to terminate this contract at any time without assigning any reasons. The payment in such situation will be made to the firm on pro-rata basis. SPG will not be bound to pay any amount for remaining period of the contract.
- (xi) If the firm is not able to maintain the system up to the satisfaction of the department or if the company is found to be violating any of the conditions governing the Maintenance Contract, Director, SPG reserves the right for pre-termination of the contract placed on the successful bidder / contractor by forfeiting performance security and balance payments etc of the firm.
- (xii) **Third party subletting:** Vendor will in no case sublet contract of CAMC to any third party or any other person other than employee of the vendor.
- (xiii) **Confidentiality:** Any information classified as confidential/Secret provided during the finalization/execution of the contract shall not be passed to any third party without prior written consent of the user. Requirement of this article shall continue even after termination or completion of this contract.
- (xiv) **Safety of Men:-** The Vendor is to ensure adequate safeguards for personnel when employed on work where human risk of health/injury is involved. SPG will not responsible for any casualty suffered by the staff deputed for maintenance work.
- (xv) The character and antecedents of engineers/technician to be deputed in SPG to look after comprehensive AMC should be verified by Police before their deployment.

- (xvi) **Indemnity:** The contractor shall indemnify the customer against all claim for death or injury caused to any person while engaged in any process connected with contractor's work or for dues of any kind whatsoever and the SPG shall not be bound to defined any claim brought under the workmen compensation Act 1923 or payment of wages Act 1936 or any other statutory Act or Law in force from time to time.
- (xvii) **First Aid:** The bidder is liable to provide immediate first aid in case of accident/sudden illness to personnel deputed for maintenance.
- (xviii) No change in the rate of contract would be entertained during the period of CAMC.
- (xix) This contract will cover repair/replacement of components, during the period of the contract i.e. 05 years from the date of signing of contract. The firm will provide standby card/item/equipments free of cost for smooth running of the EPABX system till the affected component is repaired and re-installed.

- 9 **NON-DISCLOSURE CONDITION:** The firm is required to furnish the following undertaking in original on its official stationery duly signed and stamped by an authorized signatory. This document should be supported by some documentary evidence in order to establish that the signatory has sufficient administrative and/or legal authority within the company to enforce this condition effectively.

I/We hereby assure and undertake that no part of this document and final contract with SPG shall ever be revealed to any third party, domestic or foreign, in any form, oral or written, partial or full, technical or financial, without obtaining prior written permission of SPG or unless required by the law of the land and it is my/our responsibility to take necessary measures, legal or otherwise, to ensure that this condition is honoured by all including our local representative/s, distributor/s or agent/s, if any.

10. **ANTI-CORRUPTION NOTIFICATION:** Giving and taking bribe is a serious offence in the Republic of India. It is therefore unambiguously notified to all concerned that any money or favour demanded by anyone in any form or kind, in connection with your present or future business with SPG, on behalf of the organization or any individual working in the organization or anywhere else, shall be totally unfounded, baseless and illegal. Such suggestion or demand shall be refused forthwith and reported immediately to SPG.

11. **ARBITRATION:** In case of any dispute or difference arising out of or in connection with this contract, the authorized officials of both the parties will try to resolve the matter through mutual discussions and in the event of there being no resolution; the matter shall be referred for arbitration to a sole arbitrator to be appointed by the SPG/Cabinet Secretariat. The arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings and the venue of the arbitration shall be at New Delhi. The award of the arbitrator shall be binding on both the parties. The cost of arbitration including the fees of the Arbitrator shall be borne by both the parties equally and will be adjusted, if required, after the award of

arbitrator. Each party shall be responsible for its own costs and professional fees, if any.

12. **JURISDICTION OF COURTS IN CASE OF DISPUTES:** All matters and disputes arising from, relating to or concerning the contract shall be subject to the jurisdiction of the courts in New Delhi.
13. **FORCE MAJEURE:**
 - (i) Neither Party shall be liable for delays in delivery, performance or payment, or for failure to manufacture, deliver, perform or pay when any cause is beyond the reasonable control of the delayed party, which, without in any way limiting the generality of the foregoing, shall include Acts of God, acts of the public enemy, acts of civil or military authority, governmental priorities, strikes or other labour disturbances or third parties, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, including non-availability of an requisite licenses for the export and import into India of the Product or any part supplied hereunder.
 - (ii) In the event of any such Force Majeure, the affected Party shall promptly notify the other Party in writing and furnish all relevant information thereto. In such event, the date of delivery, performance or payment shall be extended for a period reasonable under the circumstances.
14. **NO COMMITMENT TO ACCEPT BEST OR ANY OTHER OFFER:** SPG shall be under no obligation to accept the best or any other offer received in response to this tender notice and shall be entitled to reject any or all the bids including those received late or incomplete bids without assigning any reason whatsoever. SPG will not be obliged to meet and have discussions with any bidder, and / or to listen to any representation. While the above procedures lay down the overall guidelines, SPG reserves the right to select the bidder based on other parameters at its discretion.
15. There should be no overwriting in the bidder's offer. If required, by scoring out entries and writing afresh, the bidder can make corrections. The initials of the bidder's authorized person and the seal of the bidder's company must verify each correction. All rates given in this tender must be expressed as numerals and words. In case of any discrepancies, the price in words will be taken as correct.
16. SPG reserves the right to reject any or all tenders without assigning any reason.
17. No alteration in the terms and condition or offer will be allowed during the consideration of the tender. However, SPG reserves the right to negotiate the offer with the successful bidder before signing of the contract.
18. Conditional offers and non-conformity of the terms and conditions and offers not submitted as per the details, will be rejected. Firms not fulfilling pre-qualification criteria shall be instantly rejected and no further correspondence will be made with them.

- 19 Clarification regarding Tender document: Ordinarily no occasion for clarifications should arise as all matters are clarified in the tender document itself. However, the clarifications, if any, can be sought by the bidders during pre-bid conference.

20 **AMENDMENT OF TENDER DOCUMENT:**

At any time up to the last date for receipt of bids, SPG may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by an amendment. The amendment will be notified in writing by post/fax/E-mail/website (by anyone or more means) to the prospective Bidders and shall be binding on the bidders. Last date for the receipt of bids can be extended by SPG for any other reason as well.

- 24 **ACCEPTANCE OF TERMS & CONDITIONS:** The bidder should specifically mention that all the terms and conditions described in this tender are unconditionally acceptable. The firm should produce certificate that the firm should not have been blacklisted/debarred from any Govt organization/PSU as Annexure-V. SPG reserves the right to accept/reject any/all the bids.

25 **EVALUATION OF BIDS :**

Technical Bid

Opening: Since the tender is called under Two-bid system. Technical Bids of those firms who fulfill the criterion of EMD will be opened and evaluated on the basis of given technical parameters. Technical Bids will be opened on the date, time mentioned in the Tender Notice. SPG may at its discretion, ask some or all bidders for clarification of its bids. The request for such discretionary clarifications and the response will necessarily be in writing.

Evaluation:- The Technical Evaluation Committee will carry out its evaluation applying the evaluation criteria mentioned in Tender enquiry in addition to the meeting the minimum Pre-Qualification criteria.

Commercial Bid

Opening : The Commercial Bids of only those bidders would be opened who have been successfully shortlisted in the scrutiny of technical bid. DCF method would be used for evaluation of bids. Date and time of opening of Commercial Bid would be communicated to the concerned bidders through CPP Portal (E-procurement). The DCF is defined in the Glossary of Management and Accounting Terms, published by the Institute of Cost and Works Accountants of India.

**SIGNATURE OF TENDERER
WITH COMPANY SEAL**

Annexure-I

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(hereinafter called the "tenderer")
has submitted their offer dated.....
for the supply of
(hereinafter called the "tender")
against the purchaser's tender enquiry No.
KNOW ALL MEN by these presents that WE
of having our registered office at
..... are bound unto
(hereinafter called the "Purchaser")
in the sum of
for which payment will and truly to be made to the said Purchaser, the Bank
binds itself, its successors and assigns by these presents. Sealed with the
Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

PROFORMA FOR SUBMITTING COMMERCIAL OFFER (PRICE BID)

Tender No. & date :: GST No. ::

Name of Firm with Address :: PAN No. ::

Basic CAMC Price		AMC Value	GST	Any other price/taxes	Total AMC Value
AMC years	% (equipment Cost excluding taxes & duties))				
1 st year		Rs.	Rs. (_ %)		Rs.
2 nd year		Rs.	Rs. (_ %)		Rs.
3 rd year		Rs.	Rs. (_ %)		Rs.
4 th year		Rs.	Rs. (_ %)		Rs.
5 th year		Rs.	Rs. (_ %)		Rs.
Grand Total		Rs.	Rs.		

SIGNATURE OF THE TENDERER
STAMP/SEAL OF THE COMPANY/FIRM

Annexure-III

Bank Guarantee form for Performance Security

To

The President of India
(Through Director of Accounts, Cabinet Secretariat, SPG, New Delhi)

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer
.....

.....
Seal, name & address of the Bank and address of the Branch

Annexure-II.

List of equipments covered in different severity levels:

Severity level	Description	Response Time	Rectification Time
I	NEC EPABX Model SV9100 large i) No. of extensions – 512 ii) No. of junctions - 64 iii) No. of expandable ports – 984 iv) Operator Console – 01 v) Compatible ISDN & Networking	2 hours	3 hours
II	MDF 1000 pairs along with IPM (Internal Protection Module) IP Gateway card for 48 channels (for video phone, IP phone and Networking) ISDN interface card (Primary Rate Interface) for 30 channels Extra operator console (Digital Desktop Telephone) HP Desktop -260-P02IN 6 th Genj.\ i3/4GB RAM / 1 TB HDD/ 18.5" Monitor /Window 10/CDD Standby card for CPU Standby card for PSU Push Button CLI Phone (PBT) / LCD display PBTs	4 hours	8 hours

8
7/12/18

ANNEXURE-V

CERTIFICATE

I/We hereby certify that I / We have read the entire terms and conditions of the tender enquiry No. 14/12/18/11/2018/Prov/21501/1474 dated 05/03/2019 for "Comprehensive Annual Maintenance Contract of EPABX System". I / We hereby unconditionally accept the tender conditions of above mentioned tender enquiry / corrigendum(s) in its totality/ entirely.

2. The corrigendum(s) issued from time to time by SPG too have also been taken into consideration, while submitting this acceptance letter.

3. It is also certified that our Firm/ Company has not been blacklisted/debarred from any Government Department/Public Sector Undertakings (PSUs) in India/anywhere.

4. In case any provisions of this tender are found violated, then SPG shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

PLACE :

DATED :

SIGNATURE OF THE TENDERER
STAMP/SEAL OF THE COMPANY/FIRM