

Speed Post

GOVT. OF NCT OF DELHI,
DEPARTMENT OF TRADE & TAXES
FM BRANCH, 10TH FLOOR, ROOM NO. 1005,
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002.
Telephone No.011-23317757

No.F.8(34)/CTT/FMB/2017-18/

Date :

To

Subject: Annual Maintenance Contract of Panasonic KXTD-408 with connected all KTS & SLT installed in chamber of Commissioner (GST/State Tax).

The undersigned is directed to invite quotations for above said work for a period of two (02) years. Interested parties may send / deposit their Quotations in sealed covered envelop addressed to **“Spl. Commissioner (FM), Department of Trade & Taxes, Room No. 301, 3rd Floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002”** super-scribed with tender for the work “Annual Maintenance Contract of Panasonic KXTD -408 with connected all KTS & SLT installed in chamber of Commissioner (GST/State Tax)”. The Quotations must be deposited to the undersigned upto 3.00 P.M. on **02.07.2018**. Late quotations will not be accepted. The quotations will be opened on the same at 3.30 P.M. in the above mentioned room in the presence of bidder(s) / their representative (s) who may wish to be present there.

SCOPE OF WORK:

1. To provide Comprehensive Annual Maintenance of Panasonic KXTD -408 with connected all KTS & SLT installed in chamber of Commissioner (GST/State Tax) for a period of Two years.
2. The selected bidder will have to overhaul, clean, service and repair EPABX System and telephone instruments installed with intercom system in the chamber of Commissioner (GST/State Tax), GNCT of Delhi.
3. The selected bidder will have to replace the card & consumable component / all electronic parts such I.C., cord, lane cord, coil cord, transfer of EPABX and consumable part such as mike, key pad, electronic circuit, speaker etc. of telephone instruments if they burnt normally but if they burnt due to fire, high voltage and water, department will pay the cost of these items.

TERMS AND CONDITIONS:

1. The estimated value of the contract is Rs.60,000/- approximately (Rupees Sixty thousand only) for 2 (Two) years.
2. The Bid validity period of the tender is 120 days from the last date of submission of tender.
3. Number of Proposals:

No Bidder or its Associate shall submit more than one bid for the Services. A bidder applying individually or as an Associate shall not be entitled to submit another bid.

4. If any bidder has any query / clarification, he/she may contact Sh. Kuldip Chand, Asstt. Commissioner (FM), Department of Trade & Taxes, GNCT of Delhi, F.M. Branch (Room No.1005), 10th floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002 for clarification / assistance between 10.00 a.m. to 5.00 p.m. on any working day before last date of submission of the tender documents.
5. Contacting the Department:

No Bidder, in order to influence the bid process, shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

(B) Any efforts by a bidder to influence the Department's bid evaluation/ bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

6. The Bidder is expected to obtain all information that may be necessary for preparing the Bid and entering into contract for himself/herself on their own responsibility.
7. Conditional tender / printed terms and conditions made by the bidder will not be considered and his/her/their tender shall be rejected straightway.

8. ELIGIBILITY CRITERIA

The prospective bidder shall have to send / deposit the following documents valid as on date of bid along with their Technical Bid (**Annexure-A**). If the bidder fails to submit any of the following documents, the concerned bidder will be disqualified technically:

- (i) The bidders shall have to deposit Bid Security / Earnest Money Deposit (E.M.D.) of an amount of **Rs.2,000/- (Rupees Two Thousand only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Bank in an

acceptable form in favour of “**Commissioner, Trade and Taxes, New Delhi**” along with the Tender document. The Bid Security / E.M.D. must remain valid for a period of **45 days** beyond the final bid validity period. The bidders who are Micro and Small Enterprises (MSE) as defined in MSE procurement policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or who are registered with the Central Purchase Organization will be treated as exempted from depositing E.M.D. In support of his/her claim, the bidder shall have to upload the Registration or / and exemption certificate **for AMC of Telephone Instruments** as the case may be, issued by concerned Authority. **The bid received without EMD shall be rejected straightway.**

- (ii) Self attested copy of PAN Card of the firm / agency issued under Income-Tax Act.
 - (iii) Self attested copy of GST No. of the firm / agency.
 - (iv) Duly signed (with seal) copy of undertaking as per Annexure-C.
9. The period of the contract is two years from the date of award of work.
 10. Technical Bid:- it should contain the documents mentioned in Technical Bid.(Annexure-A) and it should be deposited in separate envelope super-scribed with the Technical Bid for the work of “Annual Maintenance Contract of Panasonic KXTD -408 with connected all KTS & SLT installed in chamber of Commissioner (GST/State Tax)”
 11. Financial Bid (Annexure-B)– should have only amount quoted by the bidder and it should be deposited in separate envelope super-scribed with the Financial Bid for the work of “Annual Maintenance Contract of Panasonic KXTD -408 with connected all KTS & SLT installed in chamber of Commissioner (GST/State Tax).”
 12. Printed conditions offered by the bidder will not be accepted and bid of the concerned bidder will be rejected straightway.
 13. Conditional tenders shall not be accepted and bid of the concerned bidder will be rejected straightway.
 14. E.M.D. of unsuccessful bidder's shall be returned after award of contract. **No interest will be paid by the Department on the EMD amount.**
 15. E.M.D. of successful bidder shall be returned after award of contract and submission of Performance Security.

16. The Bid Security (E.M.D.) will be forfeited in the following conditions:

- a. If at any stage, any of the information/declaration given by the bidder is found false.
- b. If the bidder withdraws his bid during the period of bid validity specified in the Terms and Conditions of tender document.
- c. If the bidder withdraws or amend its tender document or impairs or derogates from the Tender in any respect within the period of validity of its tender.
- d. If the successful bidder fails to deposit the required Performance Security within the specified period.
- e. In case of any lapse/default on the part of bidder in honoring of the Terms and Conditions of contract at any stage after submitting the tender.
- f. In case of final selection of bidder, if he fails to enter into the contract in accordance with the terms and conditions of the tender.

17. Right to reject any or all Proposals:

Commissioner(GST/State Tax) reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposals, at any time without any liabilities or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.

18 EVALUATION OF BIDS:

(A) Technical Bid Evaluation:

The Technical evaluation of bids would be carried out by the Purchase Committee on the basis of eligibility criteria fixed for bidders in this tender document as well as documents / information submitted by the bidder. In case any eligibility criteria is not fulfilled by any bidder and / or any required information / documents are not submitted as per Technical Bid in **Annexure-A**, the bidder will be disqualified technically.

(Note:- The Department can seek clarification on the documents deposited by the bidder for verification.)

(B) Financial Bid:

- (i) The Financial Bids of only those bidders shall be opened who will be found technically qualified.
- (ii) The contract will be awarded to the bidder whose quoted amount is found the lowest in Financial Bid in **Annexure-(B)**, justified and who will found eligible and qualified to perform the services satisfactorily as per the terms and conditions of the tender document.

19. The quoted amount in the tender should be inclusive of all taxes, duties & levies **but excluding GST as applicable**. The payment of GST will be made by the department as claimed by the Contractor in the invoices, upto the extent applicable on such services and as per the rates notified by the government from time to time.
20. The amount quoted by the bidders will not be enhanced during the period of contract in any case.
21. Award of Contract:
 - (a) After selection, Letter of Offer shall be issued by the department to the selected bidder and the selected bidder shall have to deposit the Performance Security along with Acceptance Letter within 7 (Seven) days from the date of issue of Letter of Offer.
 - (b) The successful bidder shall have to deposit Performance Security for an amount equal to 5% of Estimated Cost within 7 days from the date of issue of Letter of Offer by the Department. Performance Security must be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt and Bank Guarantee from a Commercial Bank or in an acceptable form in favour of **“Commissioner , Trade & Taxes, New Delhi”**. Performance Security must be remaining valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest shall be payable on this amount. The contract will be awarded only after depositing Performance Security.

(Note:Bank Guarantee shall be accepted after verification from the issuing bank).

- (c) Letter of Award shall be issued after submission of Performance Security by Selected Bidder.

22. COMMENCEMENT OF ASSIGNMENT

The selected bidder shall commence the services within 7 days from the date of issue of Award Letter or such other date as may be mutually agreed.

23. TERMINATION OF CONTRACT

Commissioner (GST / State Tax) reserves the right to terminate the contract by forfeiting the E.M.D. / performance security deposited by the bidder and bidder may be blacklisted and debarred for three years from participating in any tender of any department in the following conditions:

- (i) If, the selected bidder fails to deposit the Performance Security or fails to commence the work or fails to execute the agreement within prescribed period mentioned in tender document.
- (ii) If, the selected bidder is found blacklisted on previous occasions by any of the Departments/ Institutions / Local Bodies / Municipalities / Public Sector Undertakings / Private Companies.
- (iii) At any stage, if, the performance of the selected bidder is found unsatisfactory.
- (iv) If, the selected bidder is found violating any terms & conditions of the tender document.
- (v) If, the selected bidder fails to fulfil his obligations of the contract.
- (vi) If, the bidder fails to deposit the monthly License Fee as per terms & conditions of tender.

24. EXTENSION OF CONTRACT

- (a) The contract shall be awarded initially for a period of two years from the date of award of contract. The Department reserves the right to curtail or to extend the validity of contract on the same rates and Terms & Conditions for a period of further One year from the date of expiry of tender or till award of new contract /new agency takes over work whichever is earlier at the discretion of the Department and on the basis of mutual acceptance of both parties.
- (b) If, the Contractor is of the view that no further extension of the contract be granted to him, the contractor shall notify the Department of its decision at least 3(three) months prior to the expiry of the contract. Upon issuance of such notice, the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Department shall either appoint an alternative agency or create its own infrastructure to operate such Services as are provided under the Contract.

25. PAYMENT

- (i) The payment of AMC contract will be made on quarterly basis at the end of each quarter of AMC contract.
- (ii) No advance payment will be made to the firm.
- (iii) GST registration number must be mentioned in the Invoice without fail and in the absence of which GST will not be paid.
- (iv) No extra charges will be paid for overhaul, clean, service and repair EPABX System and telephone instruments installed in the chamber of Commissioner (GST/State Tax), GNCT of Delhi during the AMC period.
- (v) The Department reserves the right to deduct TDS as per prevailing laws.
- (vi) The Department reserves the right to deduct Income Tax at source under

Section 194-C of Income Tax Act from the contractor at the prevailing rates.

26. The firm shall indemnify and hold the department harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works / services under the contract provided by the firm.
27. PENALTY

The firm would take up any reported fault within 2 to 4 hours, failing which a penalty of Rs.100/- per hour per machine will be imposed on the firm. As far as possible, the repairs would be carried out on the site itself. However, in case, the equipment is taken to the workshop, the firm will provide a suitable replacement. In such case, the transportation, repairing, cartage & other charges will also have to be borne by the contractor.
28. If any part is to be replaced by new one, the old removed part shall be handed over to the Department (F.M. Branch) under proper acknowledgement.
29. The selected bidder will have to provide all consumables, spare parts required along with fully trained, equipped & expert service engineer(s) for maintenance work to ensure the smooth functioning of intercom system.
30. Fully trained, equipped & expert service engineer(s) of the selected bidder must inspect the intercom every week. In emergency condition, the selected bidder will have to provide Expert Service Engineers even on Saturday or Sunday or holiday.
31. The selected bidder shall have to clean all instruments attached with intercom system from outside and inside with liquid cleaner every month failing which a penalty of Rs.500/- per month would be imposed.
32. Any dispute or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Lt. Governor, Delhi.

33. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.
34. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held in Delhi only.

35. JURISDICTION OF COURT:

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

ASSISTANT COMMISSIONER (FM)

ANNEXURE-A

GOVT. OF NCT OF DELHI
DEPARTMENT OF TRADE & TAXES
FM BRANCH ROOM NO.1005, 10th FLOOR,
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002
Ph. No. 011-23317757

PERFORMA FOR TECHNICAL BID

Subject: Tender for the work of Annual Maintenance Contract of Panasonic KXTD -408 with connected all KTS & SLT installed in chamber of Commissioner (GST/State Tax).

1. Name of the firm :
2. Address of the firm :
3. Name & Address of Prop./ :

Partner/Authorized signatory

(in case of Pvt./ Public Ltd. Company)

S. No	Name of desired Documents	Whether copy of desired certificate / documents are enclosed	Enclosed at Page No.
1	E.M.D. (in original) Amounting to Rs.2,000/- in favour of "Commissioner, Trade and Taxes, New Delhi"	<u>Yes/ No</u>	
2	Self attested copy of PAN Card of the firm / agency issued under Income-Tax Act.	Yes/No	
3	Self attested copy of GST No. of the firm / agency.	Yes/No	
4	Duly signed (with seal) copy of undertaking as per Annexure-C.	Yes/No	

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(Signature of the bidder)
Name of the bidder (with seal)

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PERFORMA FOR FINANCIAL BID

S. No.	Description	Amount <u>(For two years)</u> (Also refer below mentioned notes)	Amount (in words)
1.	Annul Maintenance Contract of Panasonic KXTD-408 with connected all KTS & SLT installed in the chamber of Commissioner (GST/State Tax).		

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(Signature of the bidder)
Name of the bidder (with seal)

Note 1 : Please refer to all Terms & Conditions, and specifically mentioned in Point No.18(B) of tender document before quoting the rates.

Note 2 : The quoted amount in the tender should be inclusive of all taxes, duties & levies **but excluding Service Tax / GST as applicable**. The payment of Service Tax / GST will be made by the department as claimed by the Contractor in the invoices, upto the extent applicable on such services and as per the rates notified by the government from time to time.

ANNEXURE-C

GOVT. OF NCT OF DELHI
DEPARTMENT OF TRADE & TAXES
FM BRANCH ROOM NO.1005, 10th FLOOR,
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002
Ph. No. 011-23317757

Subject :- Tender for the work of Annual Maintenance Contract of Panasonic KXTD
-408 with connected all KTS & SLT installed in chamber of Commissioner
(GST/State Tax).

UNDERTAKING

1. I/We hereby agree to a bid by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We do hereby undertake to provide required services to the Department satisfactorily.
4. In case of non-compliance of any of the terms and conditions laid down in the tender document, Department may take necessary action against me/us as deemed fit under the provision of law / terms & conditions of tender document.
5. I/ we undertake that the Agency has not been blacklisted by any of the department / organizations of the Govt. of India / Govt. of NCT of Delhi / Government Corporation/ Public Sector Corporation /Private Public Companies or any organization and no criminal case is pending against the firm/agency.

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(Signature of the bidder)
Name of the bidder (with seal)

