

Admn-D-25013/1/2017-ADMIN
Government of India
Ministry of Coal
(ADMINISTRATION SECTION)

Shastri Bhawan, New Delhi.
Dated: the 13th July 2017.

TENDER DOCUMENT

For award of Comprehensive annual contract & service maintenance contract for KTS exchanges, Plan Telephone instruments & Single Telephone instruments installed in the Ministry of Coal (Shastri Bhawan & Lok Nayak Bhawan).

BRIEF INFORMATION ON BID DOCUMENT

1.	Tender No.	Admn-D-25013/1/2017-ADMIN
2.	Duration of Contract	One year from the date of award of the contract.
3.	Last date and time of submission	12.00hrs on 31-7-17
4.	Date of Opening of Bids	3.00 p.m on 31-7-17
5.	EMD	Rs.15,000/- (Rupees fifteen thousand only)
6.	Cost of Tender document	NIL
7.	Total Number of pages of Tender Document	14
8.	Address and Venue for the submission of Tender document	Tender Box kept at Garage No.21, A-Wing, Shastri Bhawan, New Delhi.

For more details please visit the Website :<http://eprocure.gov.in>


(MV Balasubramanian)
Section Officer(Admn)

To:-
Director (NIC),
To upload the detail on Website of Ministry of Coal.

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Shastri Bhawan, New Delhi.

Dated: 31st July 2017.

NOTICE INVITING TENDER

Sealed quotations are invited from the reputed/registered firms for the award of Comprehensive Annual Contract & service maintenance Contract for 3 nos. KTS exchanges [Matrix EPABX system with inbuilt with 16 Trunk, 32 Digital, 64 SLT extensions along with 26 Digital Key Phone & 62 CLI PBT Phone, Matrix EPABX system with inbuilt with 08 Trunk, 08 Digital, 16 SLT extensions along with 02 Digital Key Phone & 16 CLI PBT Phone and NEC EPABX system with inbuilt with 08 Trunk, 16 Digital, 08 SLT extensions along with 16 Digital Key Phone & 01 CLI PBT Phone-all functional] installed in the Ministry as per details mentioned at Annexure "1" on the terms and conditions enumerated in the following paragraphs for a period of one year from the date of award of the contract.

2. Complete Tender Document can be downloaded from the website of the Central Procurement Portal (<http://eprocure.gov.in/cppp/>) and Ministry of Coal (www.coal.nic.in).
3. The interested Firms can submit the tender documents addressed to Under Secretary (Admn.), Room No.514-D wing, Shastri Bhawan, New Delhi, complete in all respect along with Earnest Money Deposit (EMD) of Rs.15,000/- (Rs.Fifteen thousandonly), refundable (without interest), should be necessarily accompanied with the quotation of the Firm in the form of Demand Draft/Pay Order drawn in favour of "Pay & Accounts Officer, Ministry of Coal, New Delhi", (failing which the tender shall be rejected summarily) along with other requisite documents and dropped the same in the Tender Box kept at Garage No.21, A-Wing, Ministry of Coal, Shastri Bhawan, New Delhi.
4. **The last date of receipt of tender is 31st July 2017 at 1200 Hours.**
5. The Bids will be opened by the Tender Opening Committee of the Ministry on 31-7-2017 at 1500 Hours.


(MV Balasubramanian)
Section Officer
Tele:23386867

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INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/Tender Document Purposes, the Ministry of Coal shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and/ or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the websites of this Ministry (www.coal.nic.in) and <http://eprocure.gov.in/eppp/>
- 1.3 **While all the efforts have been made to avoid errors in the drafting of the tender document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.**
- 1.4 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, bids not meeting the minimum eligibility criteria, Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are **liable to be rejected.**
- 1.5 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the Ministry of Coal. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 1.6 The contract shall be awarded to the selected bidder(s) on fixed rates for award of Comprehensive annual contract & service maintenance contract for KTS exchanges, Plan Telephone instruments & Single Telephone instruments installed in the Ministry of Coal for a period of one (1) year from the date of the award of the contract. However, the period of the contract may be further extended provided the requirement of the Ministry persists at that time or may be curtailed, terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm / Agency.
- 1.7 The firms must indicate their GST Registration No., GSTIN No. (GST Identification Number), Address of the registered office, phone numbers, etc. The rates may be quoted as per Annexure-1 and 2, Taxes (GST) if any, may be specifically and separately indicated in the quotation.
- 1.8 **The rates may be quoted as per Annexure-1, 2, Taxes (GST) if any, may be separately indicated in the quotation against each item. Vague statements like**

taxes extra as applicable should not be given -the applicable rate of tax as per GST should be clearly indicated .

1.9 The firm must have an office or workshop of its own in Delhi/NCR.

2. MINIMUM ELIGIBILITY CRITERIA

2.1 The following shall be the minimum eligibility criteria for selection of bidders at bid stage of the bidding process:-

- (a) Self-attested copy of PAN (firm/individual as the case may be).
- (b) GST registration certificate.
- (c) Experience: The Bidder shall have experience in the similar field for minimum 3 years in 3 Government Ministries/Departments(documentary proof to be attached).
- (d) The Firm/Agency/bidder is not barred/blacklisted by any organization/Govt. Department.- an undertaking to be given in the tender

2.2 Documents supporting the Minimum Eligibility Criteria:

(1) In proof of having fully adhered to minimum eligibility criteria at 2.1

- (a) Self-attested copy of eligibility criteria at 2.1(a)/(b)/(c).

2.3 The company should be **Authorised Vendor of MATRIX or NEC** and have an experience of atleast one year and should also attach the Authorised Certificate in ink of latest date along with Tender.

2.4 For material, all the items required should comply the standard like **BIS**. The Model & make should be mentioned separately while quoting.

3. EARNEST MONEY DEPOSIT

3.1 Bidder shall submit the offer along with an Earnest Money Deposit (EMD), refundable, of **Rs.15,000/- (Rupees Fifteen thousand only)** in the form of Demand Draft/Pay Order drawn in favour of "Pay & Accounts Officer, Ministry of Coal, New Delhi" **falling which the tender shall be rejected summarily.**

3.2 Any request by the bidders to consider their EMD furnished by them to Ministry of Coal for any other contract/tender cannot be considered as EMD for this tender.

3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.4 The EMD may be forfeited in the following cases:

- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
 - (a) Fails to accept the award letter based on his offer (bid);
 - (b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Document within the time frame specified by the client; or
 - (c) Fails to refuses to honour his own quoted prices for the services or part thereof.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of bids;
- 4.2 In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder;

5. PREPARATION OF BIDS

- 5.1 **Language:** Bids and all accompanying documents shall be in English or in Hindi.
- 5.2 **Bid:** The bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.
 - a. Bid Submission Form duly signed by the Competent Authority;
 - b. Earnest Money Deposit of Rs.15,000/- (Rupees Fifteen thousand only)

6. SUBMISSION OF BIDS

- 6.1 The Bidding Firms have to submit the tenders in the prescribed proforma. The interested agencies are advised to submit their quotation in a sealed envelopes superscribing "Tender for the maintenance/repair of KTS exchanges and Plan Phones, etc." and drop the same in the Tender Box kept at Garage No.21, A-Wing, Shastri Bhawan, New Delhi.
- 6.2 The Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees Fifteen thousand only), refundable (without interest), should be necessarily accompanied with the Bid of the agency in the form of Demand Draft/Pay Order drawn in favour of Pay & Accounts Officer, Ministry of Coal, New Delhi **failing which the tender shall be rejected summarily.**
- 6.3 The Bid shall be submitted not later than **1200 hours of 31st July , 2017** addressed to "Under Secretary (Administration), Ministry of Coal, Shastri Bhawan, New Delhi. Bids must be submitted within date and time stipulated in the Tender Document.
- 6.4 No Bid shall be accepted after the specified date and time

7. BID OPENING PROCEDURE

- 7.1 The Bids shall be opened on **31st July 2017 at 1500 hours** by the Tender Opening Committee in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- 7.2 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 7.3 After opening of the Bids and verifying the EMD amount, the bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.
- 7.4 Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.
- 7.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.

8. CLARIFICATION ON BID EVALUATION:

- 8.1 The Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.
- 8.4 If there is a discrepancy between words and figures, the amount in words shall prevail.

9. RETURNING OF EARNEST MONEY DEPOSIT (EMD)

- 9.1 The Earnest Money Deposit of the bidders shall be returned on award of contract to the successful bidder.
- 9.2 The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Bids and prior to opening of bids.

(GENERAL CONDITIONS OF CONTRACT)

1. PERFORMANCE SECURITY DEPOSIT (PSD)

- 1.1 The successful Firm will have to deposit a Performance Security of Rs.30,000/- (Rupees Thirty thousand only) in the form of Fixed Deposit Receipt (FDR) made in the name of the Firm/Agency but hypothecated to the Pay & Accounts Officer, Ministry of Coal, New Delhi within fifteen days of the award of the Contract. The PSD shall remain 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 FDR will have to be accordingly renewed by the successful tenderer.
- 1.2 The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority in the Ministry of Coal in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance.

2. COMMENCEMENT OF SERVICES

The contract shall become legally binding and in force only upon:

- 2.1 Submission of valid Performance Security Deposit
- 2.2 The successful firm will be required to start working immediately from the date of award of the Contract.

3. TERMS & CONDITIONS

- 3.1 The Comprehensive Annual Maintenance Contract (CAMC) shall be operative immediately after award of the contract. The Ministry shall, however, has right to terminate the contract at any time if the services are not found satisfactory.
- 3.2 The rates quoted shall remain in force for the full period of contract. No demand for revision of rates on any account whatsoever shall be entertained during the currency of the contract.
- 3.3. The Contract shall be on a comprehensive maintenance service basis i.e. **no extra charges for supply of adapter, spare parts and replacement of any defective parts will be paid by this Ministry. The AMC should be comprehensive including replacement of Battery for Backup of KTSS except installation charge.**
- 3.4. During the validity of the contract, the company will render preventive maintenance services of the equipment at the frequency of at least once in every month. The equipment will be thoroughly cleaned, tested, repaired and kept in working condition all the time. In case the machine is idle for replacement of the parts, the company will replace the parts in reasonable time which in any case will not be more than 48 hours from the registration of complaint otherwise the company will be liable to pay penalty of Rs. 100/- per day to the Ministry.

- 3.5. If the equipment/system is to be taken to the Service Station/Workshop for repairs, etc. with the permission of the Ministry, the company will provide standby equipment/system. Ministry of Coal will not pay any charges for standby system and will not be responsible for any damage occurred in the standby equipment/system.
- 3.6. Representative of the firm will not remove any part(s) or whole from the equipment's without permission of the competent authority in the building where the equipment's are installed.
- 3.7. **The existing numbers of Single Telephone instruments/Plan Phones and KTS exchanges as mentioned in the Annexure-1 may change during the currency of the contract. For any such alterations, intimation shall be given to the contractor and if any new addition is not maintained through warranty clause but through AMC, proportionate charges for maintenance shall be payable to the contractor. Similarly, the deletion shall also be intimated to the contractor and proportionate charges shall be deducted for the purpose of payment to contractor. In addition, the rates for supply of telephone instruments, cables, channel, etc., (as per the details mentioned in Annexure-2) may also be quoted.**
- 3.8. The Contractor will attend to all the calls from Ministry of Coal on all working days. The urgent, immediate and unavoidable calls are also to be attended before and after the usual office time and on holidays. However, the reasonable time would be allowed for the specific jobs on the merits of the jobs. Ministry of Coal reserves the rights to decide any job as urgent or unavoidable depending upon the nature and venue of the job.
- 3.9. **The contractor shall have to depute one well qualified service engineer having experience in the field of maintenance/repairing of telephone sets on full time basis for the service of the telephones, KTS & Plan phones working in this Ministry at Shastri Bhawan and Lok Nayak Bhawan. The service engineer shall be provided with suitable communication system (like cell phone) so that he may be contacted at any time. The service engineer will sign the attendance register at 0900 Hrs. on all working days and be available up to 1800 Hrs. in the evening and beyond, if required.**
- 3.10. There should not be any loose cables hanging boards, naked live cables in the corridors of the Ministry.
- 3.11. The firm will undertake the necessary work of earthing wherever required.
- 3.12. The Ministry of Coal reserves the right to terminate the contract at any time by giving one month's notice to company/firm. Any decision of this Ministry with regard to the AMC will be binding on the contractor.
- 3.13. In case of shifting of telephones from one room to other on account of shifting of officer/rooms or renovations etc., the services should be provided by the contractor without any extra charge for labour etc. except for the cost of cabling on actual basis.

- 3.14 No other charges will be payable like transportation, fare etc. for providing the services.
- 3.15 It shall be responsibility of the Firm to hand over the system and its accessories as shown in the CAMC to this Ministry in fully working condition, after the CAMC is over.
- 3.16 The representatives of the firm may inspect the KTS Systems/Plan Phones/Telephone instruments on any working day by obtaining appointment from Section Officer (Admn.) before they submit their rates for CAMC.
- 3.17 The firm will have to attend to complaints or repair the system within the 24 hrs. If complaint is not attended, the Ministry will get repairs carried out from outside and expenditure so incurred on such repair will be deducted from CAMC payment, due to the firm.
- 3.18 The service Engineer deputed by the selected firm for the service/repair/maintenance of KTSs exchanges, Plan telephones & single telephone instruments will be governed by the provisions of minimum wages act of Government of NCT Delhi and other mandatory provisions of Law i.e. ESI, EPF, etc.
- 3.19 In case it is found that the selected firm is engaged in malpractices, the contract will be terminated and they will be banned from having business relations with the Ministry.
- 3.20 *The rates quoted must be, in whole rupees. It may specifically be noted that the quotations having unrealistic, impractical and non-serious prices i.e. "free" or "complementary" just for the sake of vitiating the whole Tender Process and for grabbing the contract, are liable to be ignored/rejected.*
- 3.21 The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.

4. VALIDITY OF CONTRACT

- 4.1 The period of Comprehensive Annual Maintenance Contract for maintenance/repair of KTSs, plan phones & single instruments will be one (1) year from the date of the award of the Contract.
- 4.2 The contract shall automatically expire unless extended further by the mutual consent of contracting agency and this Ministry.
- 4.3 The period of the contract may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm. The Ministry, however,

reserves right to terminate this initial contract at any time after giving one week notice to the selected Firm.

5. PAYMENTS

- 5.1 For payment purpose, the bills should be submitted month-wise, requisitions-wise along with the work completion report/user certificates.
- 5.2 All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS) or Cheque.
- 5.3 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Ministry.

6. TERMINATION

- 6.1 In case of breach of any of terms and conditions of the contract by the selected firm, the competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security deposit in the form of Fixed Deposit Receipt shall be forfeited and en-cashed. The decision of the Joint Secretary (Admn.), Ministry of Coal in this regard shall be final.
- 6.2 The contractor goes bankrupt and becomes insolvent.
- 6.3 The Ministry reserves right to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome the problem encountered by the contracting parties.

7. GOVERNMENT LAWS AND SETTLEMENT OF DISPUTE

- 7.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication of the arbitration of a sole arbitrator to be appointed by the Secretary, Ministry of Coal in accordance with the provisions of the Arbitration and Conciliation Act 1996 and Rules made thereunder including any modifications, amendments and future enactments thereto. The venue of the arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties. The arbitrator so approved to be appointed by Secretary (Coal) shall be an official of the Ministry of Coal not below the rank of Director/ Deputy Secretary.
- 7.2 **Jurisdiction of Court:** This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.

All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by this Ministry.


(MV Balasubramanian)
Section Officer
Tele:23386867

To

1. Website of "Central Procurement Portal".
2. Director (NIC) with a request to upload the tender document on the website of this Ministry.
3. All Ministry/Department with a request to display a copy of the tender document in their Notice Board and also intimate the firms engaged for the similar work.

Annexure-1

For Comprehensive annual contract & service maintenance contract for KTS exchanges, Plan Telephone instruments & Single Telephone instruments installed in the Ministry of Mines.

1. Name of the Firm :

2. Rates for the Comprehensive annual contract & service maintenance contract for KTS exchanges, Plan Telephone instruments & Single Telephone instruments installed.

Note - May indicate taxes applicable against each item quoted

Sl. No.	Job details/Name of the Items	Qty.	Price Quoted for each	Tax Applicable (as per GST)	Total Rate (Including Tax as per GST)
1.	Matrix EPABX system with inbuilt with 16 Trunk, 32 Digital, 64 SLT extensions:- Including (i) 26 Digital Key Phone & 62 CLI PBT Phone (ii) MDF & Connector (Installed at Shastri Bhawan)	01			
2.	Matrix EPABX system with inbuilt with 08 Trunk, 08 Digital, 16 SLT extensions:- Including (i) 02 Digital Key Phone & 16 CLI PBT Phone (ii) MDF & Connector (Installed at Lok Nayak Bhawan)	01			
3.	NEC EPABX system with inbuilt with 08 Trunk, 16 Digital, 08 SLT extensions:- Including (i) 16 Digital Key Phone & 01 CLI PBT Phone (ii) MDF & Connector (Installed at Shastri Bhawan)	01			

Signature of authorized person

Date :
Place:

Name :
Seal: