



No.19-2/2012-GA

Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Near Zakir Hussain College
Jawaharlal Nehru Marg
(Old Minto Road)
New Delhi-2

BID DOCUMENT

LIMITED TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR EPABX SYSTEMS

(Visit us at www.trai.gov.in)
Not transferable

Price of BID Document – Rs.50/-

LAST DATE FOR RECEIPT OF TENDER : July 16, 2012 at 3:00 p.m.

DATE & TIME OF OPENING : July 17, 2012 at 11:00 p.m.

Signature of tenderer with seal

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Signature of tenderer with seal

INVITATION OF BID

Tender No. 19-2/2012-GA

Date:- July 2012

Sub: **Tender Enquiry for Annual Maintenance Contract for EPABX Systems Installed at TRAI Office, New Delhi.**

Dear Sir,

1. On behalf of Telecom Regulatory Authority of India (TRAI) sealed bids are invited for 'Comprehensive Annual Maintenance Contract for EPABX Systems installed at TRAI Office at Mahanagar Door Sanchar Bhavan, (Old Minto Road) Jawaharlal Nehru Marg, New Delhi 110002, as per commercial details mentioned in Parts 1, 2, 3 and Annexure 'A', 'B' & 'C' for a period of two years.
2. Bidders are requested to submit their offer in the enclosed formats ONLY.
3. The Bidders are expected to accept all technical / commercial terms & Conditions mentioned in the Bid documents. Any deviations in the terms & conditions should be clearly mentioned in a separate sheet/s.
4. TRAI reserves the right to reject any or all the offers without bringing any reasons. The "Technical Bid" shall contain, company details and compliance statement of terms and conditions (in enclosed form ONLY).
5. The "EMD", "Technical Bid" and "Price Bid" should be sealed in separate envelopes with "EMD" / "Tech. Bid" / "Price Bid" (as applicable), opening date & time duly superscribed on the envelopes.
6. Tenders duly filled in and complete in all respect and in sealed covers should be addressed to:-

Shri S. N. Tiwary,
Senior Research Officer (GA)
Telecom Regulatory Authority of India
2nd Floor, Maha Nagar Door Sanchar Bhawan
J.L. Nehru Marg (Old Minto Road),
Next to Zakir Husain College, New Delhi – 110002.

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and must reach the designated address upto 15:00 Hrs. on 16.07.2012 positively. Tenders received after 15:00 Hrs. on 16.07.2012 will not be considered.

7. After the evaluation of Technical Bid, the price bids of the Bidders qualified in the evaluations of Technical Bid shall be opened.

7.1 The date, time and venue of opening of price bids shall be communicated to the qualified Bidders of Technical Bid separately.

8. **EARNEST MONEY DEPOSIT**

8.1 The Bidders are required to furnish Earnest Money Deposit (EMD) along with their offer. The EMD, in the form of Demand Draft drawn on any Nationalized Bank favoring Telecom Regulatory Authority of India, New Delhi, payable at New Delhi for Rs.20,000/- (Rs. Twenty Thousand Only), shall be submitted along with the Bid.

8.2 The EMD of the tenderer will be forfeited if the tenderer misleads TRAI during the course of evaluation of the tender by providing false and misleading information. On being selected, if the party is not willing to accept the offer, EMD will be forfeited.

PLEASE NOTE THAT OFFERS NOT ACCOMPANIED BY THE REQUIRED EMD ARE LIABLE TO BE REJECTED.

8.3 The EMD of the Bidders shall be released after the selection of the successful bidder. The EMD of the successful bidder shall be released after the Performance Bank Guarantee is received from him.

9. It is the responsibility of bidders to read all terms & conditions of this tender carefully before filling the tender. Incomplete tender documents or bids not responsive to the tender terms shall be rejected. TRAI reserves the right to split or reject any or all the tenders without assigning any reason thereof. TRAI shall not be responsible for any postal delays.

10. Any vagueness/incomplete details in the offer shall make it liable to be rejected as such shortcomings in the offer shall be interpreted as incompetence and disinterest on the part of the tenderer to meet tender requirements. In case the tenderer is not clear on any aspect of the tender specifications, their representative can meet the undersigned at TRAI, after appointment, between 10 a.m to 4 p.m. on any working day before the date of tender submission to get necessary clarification(s).

11. TRAI is NOT bound to accept the lowest tender. TRAI reserves the right to place order for a part of the quantity offered. The unit rates shall be valid for any such part order.

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12. The tender document consists of total 16 pages including the covering letter.

Yours faithfully,

(S.N. Tiwary)
Sr. Research Officer (GA)

Signature of tenderer with seal

INSTRUCTIONS TO TENDERER

Tenders for the comprehensive Annual Maintenance Contract (AMC) of the EPABX Systems at TRAI office at New Delhi.

1. Offers on original printed sheets of companies' letterhead will only be considered. Offers submitted by fax or in any manner other than specified above shall not be considered. The bids shall exactly be according to the prescribed formats. Modifications/Rewording of formats shall not be acceptable.
2. The tenders in respect of the indicated items should be submitted under three-bid system: Part A – EMD, Part B - Technical Bid and, Part C - Price Bid in separate sealed covers superscribed accordingly.
 - 2.1 EMD in the form of Demand Draft drawn in favor of 'TRAI payable at New Delhi' should be sent in a sealed envelop superscribed as 'EMD for Annual Maintenance Contract for EPABX systems installed at TRAI office in New Delhi', without which the bid shall be summarily rejected.
 - 2.2 The Technical Bid should be in a sealed envelope superscribed as 'Technical Bid for Annual Maintenance Contract for EPABX Systems installed at TRAI office in New Delhi'.

The Technical Bid must contain:

 - 2.2.1 Undertaking from the Bidder - Annexure 'A'
 - 2.2.2 Point-by-point compliance of Terms and Conditions – As per format given in Annexure 'B'
 - 2.2.3 Exact format in which the Bidder is submitting the Price Bid, with only Quoted and not quoted filled in. No prices should be mentioned.
 - 2.2.4 Any other Terms and conditions from Bidder (Please, note that the terms may or may not be acceptable to TRAI).
 - 2.2.5 Annual report of the company for the last three years
 - 2.2.6 Income Tax clearance certificate/PAN Card Number/Service Tax Registration Certificate.
 - 2.2.7 The Tender should have installed an EPBAX System in at least two Government Departments/PSU Offices and should produce testimonials in support of this.
 - 2.2.8 The tenderer should have presence in the NCR Region.
 - 2.2.9 The Tenderer should be and authorized business partner/Agent of Siemens or should have sufficient experience of AMC of Siemens EPABX systems and should be capable to ensure the immediate replacement of spare parts, instruments of the EPABX Systems installed in TRAI Office premises.
 - 2.2.10 The annual turn over of the Tenderer towards the work of installation and AMC etc of the EPABX system should not be less than Rs. 10 Lakhs.

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- 2.3 The Price Bid should be in a sealed envelope superscribed as 'Price Bid for Annual Maintenance Contract for EPABX Systems installed at TRAI office in New Delhi.
- 2.3.1. The Price Bid shall contain nothing else but Prices as per the blank format enclosed as Annexure 'C'
- 2.3.2. In no case any terms and conditions or technical deviations or any other amendment shall be included in the Price Bid. Any additional options, terms etc. shall be ignored while evaluating the price Bid.
- 2.3.3. The three sealed envelopes containing the EMD, Technical Bid and price Bid should be put in one outer envelope duly sealed and superscribed as 'Tender enquiry for Annual Maintenance Contract for EPABX Systems at TRAI, New Delhi'. This envelope should be addressed to:-

Shri S.N. Tiwary,
Senior Research Officer (GA)
Telecom Regulatory Authority of India
2nd Floor, Mahanagar Door Sanchar Bhawan
Old Minto Road, J.L. Nehru Marg,
Next to Zakir Husain College
New Delhi – 110002.

and submitted latest by 3.00 P.M. on 16th July, 2012.

- 2.3.4 No offer shall be accepted after this date.
- 2.3.5. The date and time of opening of Technical Bids will be communicated to the Bidders at a later date.
- 2.3.6 Price Bids of only qualified Bidders shall be opened.
- 2.3.7. The successful tenderer will be required to enter into a performance contract agreement with TRAI. The contract that may eventuate from the tender shall be governed by the conditions detailed in the contract.
- 2.3.8. All documentations are required to be in English/Hindi.
- 2.3.9 Tender should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations are not permitted in the tender.
- 2.3.10 Failure to comply with these conditions will render the tender void. Please cross out any mistakes and rewrite the same and counter sign.
- 2.3.11 Incomplete tenders, amendments and additions to tender after opening and late tenders are liable to be ignored.
- 2.3.12 In the event of space in the schedule being insufficient for the required purpose, additional pages may be added. Each such additional pages

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must be numbered consecutively, and be fully signed by the tenderer. In such cases, reference to the additional pages must be made at appropriate places.

- 2.3.13 Cost involved in submitting the bids, attending the tender opening meeting, arrangements for the demonstration /presentation, etc shall be borne by the tenderer.

Signature of tenderer with seal

TERMS AND CONDITIONS

1. VALIDITY OF THE OFFER

The offer should be valid for three months from the date of receiving of bids; it can be further extended for a period of three months at the discretion of the TRAI.

2. RIGHT OF ACCEPTANCE

TRAI does not bind itself to accept the lowest tender.

3. SERVICE AND SUPPORT

- 3.1 The vendor will provide on site support on receipt of any complaint of defect in the system Monday to Saturday within 12 Hours of the lodge of complaint. Normally the services would not be required on Sundays and Holidays. However, in case of exigency of the work the contractor would be liable to provide onsite support on that day also.

4. PREVENTIVE MAINTENANCE

- 4.1 Cleaning of all the cards of the system once in a Fortnight.
 4.2 Checking of all the telephone and operating board twice a week.
 4.3 During routine maintenance, checking and replacement of parts of equipments shall be done regularly.
 4.4. All the cabling/wiring of the system including the wiring connected with the telephone instruments shall be check twice a month and repaired/replaced, whenever required.
 4.5 Prior to commencement of the contract all the equipment should be in working condition and the cost of any rectification, if required, would be borne by TRAI.

5. RESPONSIBILITIES OF THE VENDOR

Responsibility of the vendor includes following activities, namely:-

- 5.1 Proper maintenance of the EPABX System inclusive add on cards and accessories as listed in Annexure 'C'.
 5.2. Preventive Maintenance for all the items as mentioned in para-4 above.
 5.3 The maintenance contract includes labour, service, repairing and replacement of defective component of all cards installed in the exchange for the entire period of contract.
 5.4 Providing Service and Support as mentioned in para 3 above.
 5.5 Facilitation of Fast Diagonosis and rectification of faults of non-working extension nos. due to cabling problems.
 5.6 Proper layout diagrams, ferruling the cables marking for identification of each extension Nos. Detection of Faulty cable and remedial action and also Extending/Laying of Cables from

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Riser/MDF to the table of the Extension/Intercom Nos. However, TRAI will pay the cabling charges of 2/3/4pair telephone cable, on actual requirement basis, if necceciated.

- 5.7 Ensure proper coordination regarding un-interrupted telephone(Intercom) connectivity upto the desk of each user of TRAI office.

6. PART REPLACEMENT

- 6.1 The AMC contractor would be liable to rectify each and every fault including replacement of parts on his own cost.

7. FAULT REPAIR AND UP-TIME

- 7.1. Any reported fault would be taken up by the service engineers of the vendor within 12 hours. As far as possible, the repairs would be carried out on-site itself. The contractor should ensure minimum uptime of 99% for the EPBAX, its add on card and its accessories and break down calls should be attended within 12 hours including holidays. The exchange after attending the Break down call should be made operational with 24 hours. Non compliance of this is liable for payment of penalty @ 0.2% of the contractual value per day.

8. POWER OF ATTORNEY/AUTHORISATION

The vendor should provide the power of attorney or authorisation, as the case may be, to the person who signs the tender on behalf of the company providing service.

9. PRICES

The Bidder shall quote the rates in figures as well as words. The amount must be filled in the columns in the schedule (Annexure-C). The figures should be clearly written and there should be no overwriting. In case of any difference in the two amounts, the amount mentioned in figures would be considered final.

10. PAYMENT TERMS

Payment will be made in four equal quarterly installments on completion of each quarter of the Annual Maintenance Contract.

11. PERIOD OF CONTRACT

The initial contract shall be valid for a period of Two years subject to satisfactory fulfillment of the obligations under the contract. TRAI reserves the right to renew the contract on year to year basis on same terms and conditions provided the performance is found satisfactory.

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12. **PERFORMANCE BANK GUARANTEE**

- 12.1 The successful Bidders are required to submit Performance Bank Guarantee from a Nationalized Bank in favour of TRAI, New Delhi in prescribed format for an amount equal to 10% of the contract value valid for 24 months from the date of order.
- 12.2. The Performance Bank Guarantee (PBG) will be submitted with 15 (fifteen) days of release of the order. In case the PBG is not received within this period, TRAI reserves the option to cancel the order and forfeit the EMD.

13. **SIGNING OF TENDER**

- 13.1. The individual signing the tender (or the documents in connection with it) must specify whether he/she is signing as:
- 13.2 A sole proprietor of the firm, or constituted attorney of such a proprietor.
- 13.3 A partner of the firm, if it be a partnership, in which case he must have the authority to refer to arbitration, disputes if any, concerning the business of the partnership. Either by virtue of the partnership agreement or power of attorney.
- 13.4. Authorized signatory of the firm, if it is a company (a letter of the authority in this respect must be enclosed along with the bid)
- 13.5 A person signing the tender form or any part thereof, on behalf of another, shall be deemed to warrant that he has the authority to bind the other and if on inquiry it appears that the person so signing has no authority to do so, TRAI may without prejudice to other Civil and Criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.
- 13.6 Each page of the tender form, agreement for purchase and agreement for installation and Maintenance should be signed and stamped for the purpose of the tender offer.

14. **RESULTS OF THE TENDER**

Acceptance of the tender shall be communicated by TRAI through fax/courier in the form of Letter of Intent (LoI) to the successful Bidder. The successful Bidder shall give the acceptance of LoI in writing to TRAI within 7 Days of issue of LoI. Failing this, TRAI reserves the right to cancel the LoI and place the order on the next eligible Bidder.

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15. **GENERAL**

- 15.1 TRAI reserves the right for any reduction/increase in the scope of work and the same shall be awarded to the vendor at the same Unit rate mentioned in their bid.

16. **TERMINATION CLAUSE**

If during the contract period the services are not provided satisfactorily TRAI reserves the right to terminate the contract by giving one month notice and deduct the amount accordingly.

17. **ARBITRATION**

In the event of any dispute arising between the TRAI and the vendor, the matter shall be referred to the Pr. Advisor (A&RE), TRAI who may himself act as sole arbitrator or may name as sole arbitrator an officer of the TRAI notwithstanding the fact that such officer has been directly or indirectly associated with the tender process or the contract between the parties. The vendor shall not be entitled to raise any objection to the appointment of such officer of TRAI as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties, subject to the provisions of the Arbitration and Conciliation Act, 1996 and rules made thereunder, for the time being in force. The parties expressly agree that the arbitration proceedings shall be held at New Delhi. The language of arbitration shall be English.

18 **JURISDICTION**

All disputes shall be subject to Delhi Jurisdiction only.

Signature of tenderer with seal

ANNEXURE 'A'

UNDERTAKING FROM THE BIDDER

Address

Dear Sir,

We hereby accept all terms and condition mentioned in Tender enquiry for Annual Maintenance Contract for EPABX Systems installed at TRAI Office at Mahanagar Doorsanchar Bhavan, Old Minto Road, J.L. Nehru Marg, New Delhi - 110002.

Yours faithfully,

(Authorized Signatory)
(Company Seal)

Date:

Signature of tenderer with seal

ANNEXURE 'B'Commercial Compliance Statement

Clause No	Description	Accepted (Yes/No)	Deviation (If any)
1.	Validity of the offer: 3 months		
2.	Right of acceptance		
3.	Service and Support		
4.	Preventive Maintenance		
5.	Responsibilities		
5.1	Proper maintenance of the EPBAX Systems inclusive add on cards and accessories as listed in Annexure 'C'		
5.2	Preventive maintenance for all the items as mentioned in Para.4 of T&C (Part 3)		
5.3	Preventive maintenance contract includes labour, service, repairing/ replacement of defective component of all cards installed in the exchange for the entire period of contract.		
5.4	Providing Service and support as mentioned in para 3 above.		
5.5	Facilitation of fast diagnosis and rectification of faults of non-working extension nos. due to cabling problems.		
5.6	Proper layout diagrams, ferruling the cables marking for identification of each extension Nos. Detection of Faulty cable and remedial action and also Extending/Laying of Cables from Riser/MDF to the table of the Extension/Intercom Nos. However, TRAI will pay the cabling charges of		

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	2/3/4 pair telephone cable, on actual requirement basis, if necessitated.		
5.7	Ensure proper coordination regarding un-interrupted telephone (intercom) connectivity upto the desk to each user of TRAI.		
6.	Part Replacement		
6.1	Charges for extending cables of 2/3/4pair		
7.	Fault repair and up-Time		
8.	Power of attorney		
9.	Prices		
10.	Payment Terms		
11.	Period of Contract		
12.	Performance Bank Guarantee		
13.	Signing of Tender		
14.	Results of the Tender		
15.	General		
16.	Termination Clause		
17.	Arbitration		
18.	Jurisdiction		

Please fill Yes / No against each column for which price has been quoted in price bid:

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Annexure – C**PRICE BID**

The cost of the Comprehensive Annual Maintenance Contract for EPBAX System installed at TRAI Office in New Delhi is

Rs. _____ only

Rupees. _____

(in words)

Please indicate whether the rate is inclusive of Service Tax, if not then mention the applicable rate.

(Authorized Signatory)

(Company Seal)

Date

List of Equipment installed at TRAI office, New Delhi

Sl. No	Description of Component	Quantity
1	Siemens Hi-com 150 E Communication System	01
2	SLMO 08/24 (Hicom 150E) Card	06
3	Siemens Optiset Standard Instruments	20
4	Siemens Optipoint Standard E Instruments	10
5	Siemens Euroset 805 instruments	25
6	Siemens Euroset 815 Instruments (Disp)	25
7	Siemens Euroset 802/812 Instruements	20
8	Siemens Euroset 2005 Instruments	75
9	Siemens Euroset 2015 Instruments	25
10	MDF U	02
11	Voice Mail 4 port	01
12	SLA 16 Hicom	01
13	Siemens Hipath 3550 (additional)	01
14	MDF (20 Pairs)	02
15	MDF (10 Pairs)	01
16	UPS (excluding batteries)	01
17	Laying/Extending of telephone cable 2/3/4pair, if necceciated, to be borne by TRAI	On actual requirement basis**

** The rates for item No. 17 may be quoted separately for cables of 2/3/4 Pair for payment by TRAI in addition to the cost of AMC for item No. 1 to 16.

Signature of tenderer with seal