

Telecom Regulatory Authority of India

Mahanagar Doorsanchar Bhavan, J.L. Nehru Marg (Old Minto Road),
New Delhi – 110002, Tele-fax: 91-11-2321 3294

No. 17-6/2007-LAN

Dated: - 22.05.2007

PART 1

To

Sub: **Tender Enquiry for the Comprehensive Annual Maintenance Contract for EPABX System Installed at TRAI office Delhi**

Dear Sir,

1. Telecom Regulatory Authority of India (TRAI), is pleased to invite bids against this tender enquiry for '**Comprehensive Annual Maintenance Contract for EPABX System Installed at TRAI Office in New Delhi**' as per Comprehensive and Commercial details mentioned in Parts 1, 2, & 3.
2. Bidders are requested to submit commercial 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 'Technical & Commercial Deviation Sheets' as per the formats attached. TRAI, however, reserves the right to reject any or all the offers with deviations, (if any) which should be clearly mentioned along with the justification for the same. The "Technical Bid" shall contain, company details and compliance statement of terms and conditions (in enclosed form **ONLY**).
4. The "Earnest Money Deposit (EMD)", "Technical Bid" and "Price Bid" should be sealed in two separate envelopes with "EMD" & "Technical Bid" / "Price Bid" (as applicable), opening date & time duly superscribed on the envelopes.
5. Tenders duly filled in and complete in all respect and in sealed covers should be addressed and submitted latest by 3.00 p.m. on 11th June 2007 to :-

The Joint Advisor (A&P)

Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhavan, J.L. Nehru Marg (Old Minto Road),
New Delhi - 110002

After the evaluation of Technical Bid, based upon the information supplied by the Bidders and information already available with TRAI, have been completed, the

price bids of the Bidders qualified in the evaluations of Technical Bid shall be opened.

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

6. EARNEST MONEY DEPOSIT

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 10,000/- (Rs. Ten Thousand Only), shall be submitted along with the Bid.

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. If a bid submitting party becomes L1 and is not willing to accept the offer, the "EMD" will be forfeited.

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

The EMD of the Bidders shall be released by TRAI after the letter of acceptance of the Order from the successful Bidder is received. The EMD of the successful Bidder shall be released after the Performance Bank Guarantee is received from him.

7. It is the responsibility of Bidders to read all terms & conditions of this tender carefully before filling the tender. Incomplete tender documents / bids not complying with 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.
8. 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 am to 4 P.M. on any working day before the date of tender submission to get necessary clarification(s).
9. TRAI is NOT bound to accept the lowest tender. TRAI reserves the right to grant part job also. The unit rates offered by the Bidder shall be valid for any such part order.
10. The tender document consists of total **11** pages including the covering letter (Part 1).

(A.K. Tewari)
Joint Advisor(A&P)

INSTRUCTIONS TO TENDERER

Telecom Regulatory Authority of India is inviting tenders for the Annual Maintenance Contract of the EPABX System at TRAI Office in 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.
 - 2.1 **EMD** in favor of TRAI payable at Delhi should be in a sealed envelop super scribed as '**EMD for Comprehensive Annual Maintenance Contract for EPABX System 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 super scribed as '**Technical Bid for Comprehensive Annual Maintenance Contract for EPABX System installed at TRAI Office in New Delhi**'.

The Technical Bid must contain:

1. Undertaking from the Bidder - Annexure 'A'
2. Point-by-point acceptance of Terms and Conditions – As per format given in Annexure 'B'
3. Any other Terms and conditions from Bidder (Please, note that the terms may or may not be acceptable to TRAI).
 - a. Qualifying Criteria: Bidder must accept all the Term and Conditions.
 - b. The vendor should enclose the following: -
 - Income Tax clearance certificate for the last two years and PAN number
 - Service Tax registration certificate
 - c. The tenderer should have implemented an EPABX System in at least two **Government Departments/ PSUs** and should produce testimonials in support of this.
 - d. The tenderer should have presence in the NCR region.
 - e. The tenderer should be an authorized business partner/ Agent of Siemens or should have the sufficient experience of AMC of Siemens EPABX System and should be capable to ensure the immediate replacement of spare parts, instruments of the EPABX System installed in TRAI office premises.

- f. The annual turnover of the tenderer towards the work of installation and AMC etc. of the EPABX system should not be less than **Rs. 10 lakhs**.

2.3 The Price Bid should be in a sealed envelope super scribed as '**Price Bid for Comprehensive Annual Maintenance Contract for EPABX System installed at TRAI Office in New Delhi**'.

The Price Bid shall consist of **nothing else but Prices** as per the blank format enclosed as Annexure 'C' of the tender document and/or enclosed by the Bidder in the Technical Bid.

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.

The three sealed envelopes containing the EMD, Technical Bid and Price Bids should be put in one outer envelope duly sealed and super scribed as '**Tender enquiry for Comprehensive Annual Maintenance Contract for EPABX System installed at TRAI Office in New Delhi**'. This envelope should be addressed and submitted latest by 3.00 p.m. on 11th June 2007 to :-

The Joint Advisor (A&P)

Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhavan, J.L. Nehru Marg (Old Minto Road),
New Delhi - 110002

No offer shall be accepted under any circumstances after this date.

The date, time and venue of opening of Technical Bid and Price Bids shall be communicated to the Bidders at a later date. Price Bids of only qualified Bidders shall be opened.

The successful tenderer will be required to enter into a performance contract with TRAI. The contract that may eventuate from the tender shall be governed by the conditions detailed in the contract.

All documentations are required to be in English.

Tender should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations are not permitted in the tender.

Failure to comply with these conditions will render the tender void. Please cross out any mistakes and rewrite the same and counter sign.

Incomplete tenders, amendments and additions to tender after opening and late tenders are liable to be ignored.

In the event of space in the schedule being insufficient for the required purpose, additional pages may be added. Each such additional pages 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.

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

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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 the period of three months.

2. RIGHT OF ACCEPTANCE

TRAI does not bind itself to accept the lowest tender.

3. SERVICE AND SUPPORT

The vendor will provide onsite support on receipt of any complaint of defect in the system Monday to Saturday within 2 (two) 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

- (i) Cleaning of all the cards of the system once in a week.
- (ii) Checking of all the telephone and FAX instruments and operating board twice in a week.
- (iii) During routine maintenance, checking and replacement of parts of equipments shall be done regularly.
- (iv) All the wiring of the system including the wiring connected with the telephone instrument shall be checked twice in a week and repaired/replaced, wherever required.

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

Responsibilities include following activities:

- (i) Proper Maintenance of the EPABX system inclusive add on cards and accessories as listed in Annexure "C".
- (ii) Preventive maintenance for all the items as mentioned in Para 4 above.
- (iii) The maintenance contract includes labour, service, repairing / replacement of defective component of all cards installed in the exchange for the entire period of contract.
- (iv) Providing Service and Support as mentioned in Para 3 above.

6. PART REPLACEMENT

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

7. UP-TIME

The contractor should ensure minimum uptime of 99% for the EPABX, its add on cards and its accessories and break down calls should be attended within 24 hours including holidays. The Exchange after attending the Break down call should be made operational within 24 hours. Non – compliance of this is liable for payment of penalty @ 0.2% of the contractual value per day.

8. The vendor should provide the power of attorney to the person who signs the tender on behalf of the company providing service.

9. PRICES:

The bidders are required to quote as per “**Annexure C**” separately. The Bidder shall quote the rates in figures as well as words. The amount must be filled in the columns in the schedule. 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 installments with 25% payment in advance at the time of signing of the contract and the balance 75% in three installments on completion of each quarter of the Annual contract Period.

11. PERIOD OF CONTRACT

The initial contract shall be valid for a period of 2 Years subject to satisfactory fulfillment of the obligation 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.

12. PERFORMANCE BANK GUARANTEE

The successful Bidders are required to submit Performance Bank Guarantee from the Nationalized Bank in favour of TRAI, Delhi in prescribed format for amount equal to 10% of the contract value valid for 24 months from the date of order.

The Performance Bank Guarantee (PBG) will be submitted within 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:

The individual signing the tender (or the documents in connection with it) must specify whether he/she is signing as:

A sole proprietor of the firm, or constituted attorney of such a proprietor.

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.

Authorized signatory of the bidder, if it is a company (a letter of the authority in this respect must be enclosed along with the bid)

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 do to so, TRAI may without prejudice to other Civil and Criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

Each page of the tender form, agreement for purchase and agreement for 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 to TRAI. Failing this, TRAI reserves the right to cancel the LoI and place the letter on the next eligible Bidder.

15. GENERAL

- a. 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.
- b. The tenderer shall also give particulars of the banker(s), for reference to TRAI.

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. JURISDICTION

All disputes shall be subject to Delhi Jurisdiction only.

UNDERTAKING FROM THE BIDDER

Address

Dear Sir,

We hereby accept all terms and condition mentioned in 'Tender enquiry for the Comprehensive Annual Maintenance Contract for EPABX System installed at TRAI Office in New Delhi' apart from those mentioned in the Deviation Sheets enclosed.

Regards,

Yours faithfully,

(Authorized Signatory)

(Company Seal)

Date:

Technical 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 (i)	Proper Maintenance of the EPABX system inclusive add on cards and accessories as listed in Annexure "C"		
5 (ii)	Preventive maintenance for all the items as mentioned in Para 4.		
5 (iii)	The maintenance contract includes labour, service, repairing / replacement of defective component of all cards installed in the exchange for the entire period of contract.		
5 (iv)	Providing Service and Support as mentioned in Para 3 above.		
6.	Part Replacement		
7.	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.	Jurisdiction		

PRICE BID

The Cost of the Comprehensive Annual Maintenance Contract for EPABX 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 Equipments installed at TRAI office, New Delhi

<i>S.No.</i>	<i>Description of the Component</i>	<i>Quantity</i>
1.	<i>Siemens Hicom 150 E Communication System</i>	<i>01</i>
2.	<i>SLMO 08 (Hicom 150 E) Card</i>	<i>04</i>
3.	<i>Siemens Optiset Standard Instruments</i>	<i>25</i>
4.	<i>Siemens Optiset E Entry instruments</i>	<i>15</i>
5.	<i>Siemens Euroset 805 instruments</i>	<i>51</i>
6.	<i>Siemens Euroset 815 instruments</i>	<i>33</i>
7.	<i>Siemens E 802 instruments</i>	<i>16</i>
8.	<i>Siemens Euroset 2005 instruments</i>	<i>20</i>
7.	<i>MDF U</i>	<i>02</i>
9.	<i>Voice Mail 4 Port</i>	<i>01</i>
10.	<i>SLA 16 Hicom</i>	<i>01</i>
11.	<i>Siemens Hipath 3350</i>	<i>01</i>
12.	<i>Siemens Hipath 3550 Digital with SLA 24n Card</i>	<i>01</i>
13.	<i>Beetel Emerald</i>	<i>04</i>
14.	<i>MDF(20 Pairs)</i>	<i>01</i>
15.	<i>UPS(Excluding Batteries)</i>	<i>01</i>
16.	<i>CANON L295 FAX Machines</i>	<i>05</i>
17.	<i>SHARP FO-P600 FAX Machines</i>	<i>02</i>