# Office of the Comptroller and Auditor General of India New Delhi - 110124

No. 153 /Tel.Ex./02/2023-24

Dated: 04/09/2023

To

All Vendors

Subject: Notice for inviting sealed quotations for Comprehensive On-site Annual Maintenance Contract (COAMC) of Unify (Siemens) HiPath 4000 EPABX System.

Madam/Sir,

Sealed quotations are invited through Limited Tender Enquiry from the eligible venders for Comprehensive On-site Annual Maintenance Contract (COAMC) of Unify (Siemens) make HiPath 4000 EPABX System installed in Office of the Comptroller and Auditor General of India at 10, Bahadur Shah Zafar Marg, New Delhi- 110124.

S. No.	Make & Model	Qty.	Installed at
1.	Unify/Siemens Hi-Path	01	Office of the C&AG of India,
-	4000 EPABX System		10, Bahadur shah Zafar Marg, New Delhi-110002

Sealed cover with superscript, "Quotation for Comprehensive On-site Annual Maintenance Contract (COAMC) of Unify (Siemens) make HiPath 4000 EPABX Systems" addressed to Director (P), Office of the Comptroller and Auditor General of India, 9 Deen Dayal Upadhyaya Marg, New Delhi-110 124 shall be submitted in Telephone Exchange, Room No. 419-A, 4th floor of this office in person on or before 15.09.2023 by 3.00 PM. Bids will be opened on the same day at 4.00 PM.

The detailed Tender enquiry, eligibility criteria, Technical Bid, Financial Bid, terms & conditions including the Performa in which application to be made is enclosed as Annexure I-V also available on the official website https://cag.gov.in on or after 05.09.2023.

Yours truly,

(SURINDER KUMAR)

Sr. Administrative Officer (IT/Protocol)

Telephone No. 23217004

Copy to: IS Wing for uploading the same on cag's official website

#### 'Annexure-I'

#### (Terms & conditions)

- 1. This office does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever. Inadequate or incomplete tenders in any respect or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderer/vendor will result in rejection of their tenders.
- 2. The contract shall be purely Comprehensive one, the Unify (Siemens) EPABX system and other components of Unify/Siemens make whether consumable or non-consumables at the location mentioned at above.
- 3. OEM/Authorized firms should have their own service centre & setup in Delhi/NCR for the last three years. Certificate of manufacturer or authorized partner of Unify/Siemens shall be submitted.
- 4. Firm should have Annual Maintenance Contract of Unify/Siemens make EPABX system in Delhi/NCR for the last three years, copies of contract thereof may be submitted.
- 5. Number of Hardware/Software engineers working with contractor's organization as on date and their academic and technical qualifications.
- 6. The tenderer/firm must be registered with Delhi/NCR GST/Sales/Service Tax Department for supply/services. Copies of such certification-mentioning registration number etc. shall be furnished alongwith tender/quotation.
- 7. Copies of the IT returns, wherever is applicable for the last three financial years shall be furnished.
- 8. The tenderer/firm must submit the copies of TIN/PAN Number etc.
- 9. An "Earnest Money Deposit (EMD)" to the tune of Rs. 10,000/- (Rupees ten thousand only) in the form of crossed Demand Draft drawn in favour of "PAO, (Code No. 005860) O/o C &AG of India shall be submitted.
- 10. The successful tenderer hereafter referred to as Contractor, has to furnish 'Bank Guarantee' for an amount equal to 10% of total contract value which will be released on completion of the warranty/support period.
- 11. In case the tenderer fails to cope up with the workload or does not render satisfactory services during the period of COAMC, the contract awarded to him shall be cancelled without giving any notice or without assigning any reason whatsoever and the Bank Guarantee shall be enchased proportionately or in full and payment due to him, if any, shall be forfeited. In this connection, decision of the Director (P) shall be final and binding on the tenderer.
- 12. If any defect(s) is (are) noticed or any complaint made by the users during the warranty/support period, the levy of compensation for any dislocation of work due to delayed rectification or any other reason, will be decided by the Director (P) of this office to enforce penalty claim from the contractor.

- 13. The contractor shall at all times during the currency of contract conform to and comply with the regulations and bye laws of the Government of NCT of Delhi or Central Government or of this office and of all other local authorities, the provisions contained in the various labour acts enacted by the State Legislature and Parliament in force and the rules made there under including those under Minimum Wages Act, Workmen Compensation Act, Provident Fund Regulation etc., for welfare and protection of workers or for the safety of the public and other insurance provisions.
- 14. One well skilled Engineer having sufficient knowledge and experience for maintaining EPABX systems shall be provided on every working day between 9.00 AM to 5.30 PM for the period of "Comprehensive On-site Annual Maintenance Contract (COAMC) on fully disposal of this office. Extra engineer (s) shall also be provided in case of emergency. The said duty hours of the engineer will be extended by this office if the situation warrants so. The engineer concerned shall attend and accomplish his job sincerely. Rs. 700 shall be recovered from the COAMC charges for each absent of engineer. Punctuality of the engineer shall be ensured by the contractor and the same shall be replaced by suitable one at once, if the performance of the Engineer is not found up to the mark for any reason, this may ask for his replacement immediately. Non-replacement of engineer as directed by this office on the grounds of unpunctuality, non-performance, improper attitude, disobedience etc. shall attract the penalty of Rs. 700 per day.
- 15. The contractor shall indemnify this office against any liability for compensation due to injury to his own workmen/engineer or to other persons inside the office premises while executing the contract and for any damage to the property.
- 16. If for any reason, the contractor is not able to attend the complaints/problem, the job shall be got done from some other firm or from the open market at the risk and cost of the contractor and the expenditure incurred thereon shall be recovered from the contractor. This may also entail the termination of the contract and encashment of the Bank Guarantee to be furnished by the contractor.
- 17. The vendor shall not sublet the whole or part of the works, except where otherwise provided in the contract, without the prior written consent of the competent authority of this office. Such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he/she shall be responsible for the acts, defaults and neglects of his/her and any of his/her agent's servants or workmen.
- 18. As the maintenance support/service shall be comprehensive and ONSITE, the engineer shall sort out all problems on-site itself. If it is not possible to solve any problem on site by the engineer and a particular equipment/item is to be removed from the site, then the contractor shall arrange (i) to deploy his/her labour (s) to shift the item out of this office premises (after getting prior approval of the competent authority) (ii) to provide suitable standby item on turn-key basis i.e. standby equipment/item alongwith consumable and non-consumable spare parts. Even in the case of any item damaged due to electrical fluctuation, fire or for any other reason, contractor shall provide stand-by one immediately until rectification of the defective/damaged item. All materials, skilled/unskilled labours and other services required for rectification of error shall be provided by the contractor within this office premises so as to rectify the complaints within this office premises.

- 19. If at all, any equipment/asset shall require to be moved out of this office premises for rectification of error, then it shall go directly to concerned OEM's premises/Service Centre or contractor's premises only and proper acknowledgement given by OEM for receipt of item of this office and their (rectification) report on the item shall be produced to this office in original. Safety & security as well as the transportation of equipment/asset to OEM's/contractor's premises and vice versa shall be at the risk and cost of the contractor. Any asset (s) sent to OEM/contractor's premises shall be returned along with detailed rectification report (showing nature of complaint/problem, action taken to rectify the problem, make/model of the parts replaced and notional cost thereof etc.) as soon as possible but not later than a week. Any delay in supply of stand-by item (s) or returning of the rectified Asset (s) along with rectification report shall attract the penalty of Rs. 1000 per item per day or part thereof.
- 20. As the ONSITE Maintenance Service/support shall be comprehensive one, it shall cover all parts (consumable and non-consumable including telephone instruments whether Digital/Analog, EPABX Cards/trunk cards, Patch/Line/Receiver Cords, MDF, inner/outer metal/plastic parts) of equipments covered under COAMC. Parts of systems/equipments which are damaged/non-functional/defective due to neglecting of services or for any reasons shall be replaced by the new parts of the same model & make and the cost of replacement shall be borne by the contractor. In the event of such new part not being compatible with the existing part, such existing part shall also be replaced with the new original part. If a particular item/Asset is irreparable, then the irreparable item shall be replaced by new one of the same brand/model or higher and the cost of the new part shall be borne by the contractor. In such case, after rectification/repair/replacement of the said items, shall automatically come under COAMC of the vendor.
- 21. Maintenance Service shall be comprehensive in nature which shall include preventive, corrective maintenance of the equipments/assets irrespective of make/brand. All the equipments including EPABX systems etc. shall be cleaned and checked thoroughly at least in every two months. Site condition of the location along with equipment/item shall be thoroughly checked periodically and a report thereon mentioning proper date & time of checking the site and status of equipment/items etc. shall be submitted to this wing. The cost of repair/replacement of any damaged item due to electrical problem including earth leakage shall be borne by the contractor only, if the site condition of the particular equipment (s) is not commented in the monthly site-condition report which is due on 10<sup>th</sup> of every month. Materials/labours required for cleaning and checking of equipment (s) & Site condition shall be brought by the contractor.
- 22. In case of breach of any terms as mentioned in this contract, the contract shall be terminated by this office without any notice and moreover the contractor shall be liable for black listing in various Departments of Government Sector including Ministries for a period of two (2) years.
- 23. The agency and their deployed personnel either during the contract or after its completion shall not disclose any proprietary or confidential information relating to the services, contract or business or operations of CAG's office without the prior written consent of this office.
- 24. In any event of dispute arising out of this contract, the competent courts at Delhi will have the jurisdiction to adjudicate such dispute.

- 25. The contract of the successful vendor shall be purely comprehensive for one year from the date of commencement which will be continued upto three years without any enforcement in the contract value with the prior approval of the competent authority in this office, if vendor follow all ibid terms & condition and provide satisfactory services.
- 26. Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.

(SURINDER KUMAR)

Sr. Administrative Officer (IT/Protocol)

# 'Annexure -II'

# <u>Details of EPABX System with equipment installed in Siemens HiPath 4000 at</u> 10, Bahadur Shah Zafar Marg, New Delhi- 110002

S. No.	Description of items	Make/Model	Qty.
1	EPABX System Siemens/Unify	Siemens/Unify HiPath 4000	01
	HiPath 4000 including following		
	components		
a)	Digital Extension Cards (24 Ports)	Siemens/Unify HiPath 4000	05
b)	Analog Extension Cards (24 Ports)	Siemens/Unify HiPath 4000	11
c)	Trunk Cards 08 Ports (Clip Card)	Siemens/Unify HiPath 4000	05
d)	IP Card	Siemens/Unify HiPath 4000	01
e)	PRI Card- 1 Line	-	01
f)	Connectivity Card (Connectivity of	Rail Tel	01
	EPABX system from New Building to		
	Old Building & vice versa)		# # #
g)	Digital Telephone instruments	Unify OpenStage 40T	40
h)	Digital Telephone instruments	Unify OpenStage 15T	63
i)	Key Module	Openstage 40T	05
j)	Analog Telephone Instruments	Beetel, Panasonic, MTNL etc.	130
k)	Accessories	MDF/Riser/Patch Cord/Line	As
		Cord/Receiver Cord/Jumper	required
		Wire/PVC telephone cable/RJ-45/RJ-	3
	* '	11 Connectors etc.	& ×
2.	Well skilled with sufficient	-	01
	experienced Engineer/Technician for		* *
	maintenance of daily complaints		

#### 'Annexure -III'

#### **Technical Bid**

The following documents are to be furnished by the bidder along with Bid Security/EMD amount as per the tender documents:

- 1. Bidder must provide a copy of the following in the name of the bidding company:
  - (i) OEM Certificate
  - (ii) EMD
  - (iii) Goods and Service Tax Registration
  - (iv) PAN Card
  - (v) Financial Bid in Annexure-IV
- 2. Other conditions for submission of bids
  - (i) Bidder shall adhere to the Critical Date Sheet mentioned in the Limited Tender Enquiry. No bids shall be accepted post the deadline as mentioned in the critical date sheet.
  - (ii) CAG's office will not be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the bids.
  - (iii) Signed copy of Tender Acceptance letter in the Annexure-V "Tender Acceptance Letter".
  - (iv) The bids submitted by fax/email etc. shall not be considered. No correspondence will be entertained on this matter.
  - (v) Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
  - (vi) In case, the day of bid submission is declared Holiday by Government of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
  - (vii) At any time prior to the last date for receipt of bids, CAG's office, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor, modify the Tender Document by an amendment. The amendment will be notified on cag's website and should be taken into consideration by the prospective agencies while preparing their bids.
  - (viii) In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, CAG's office may, at its discretion, extend the last date for the receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the tender. Withdrawal of a bid during this interval may result in forfeiture of Vendor's EMD.
  - (ix) The agencies will bear all costs associated with the preparation and submission of their bids. CAG's office will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
  - (x) Bids not submitted as the specified format and nomenclature may be out rightly rejected.
  - (xi) Ambiguous/Incomplete/Illegible bids may be out rightly rejected.
  - (xii) Submission of the Bid will be deemed to have been done after carefully study and examination of all instructions, terms and required specifications in the tender document with full understanding of its implications. Bids not complying with all the clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in all respect will be at the vendor's risk and may result in the rejection of the bid.

### 'Annexure -IV'

# Financial Bid

#### Note:

- It is necessary that the bidder submits financial bid in table below
- Financial bids shall be opened only for that receipt of Bid Security/EMD amount is verified.
- Prices should be quoted in Indian Rupees.
- The cost is inclusive of all taxes, levies etc.
- Taxes indicated in the financial bid will be charged as per the prevailing rate.

#### Table- Detailed Financial Bid

S. No.	Make & Model	Installed at	Amount (Rs.)
1.		Office of the C&AG of India,	
		10, Bahadur shah Zafar Marg,	
	well skilled & experienced	New Delhi-110002	
	Engineer/Technician		4
	8	GST/Taxes	
		Total	a t

#### Rs. (in figures):

#### Rs. (in words):

Note: The same will be submitted along with the tender documents. Bidders are to advise to download the same for quote their rates.

Signature

(Signatory authority)

## **ANNEXURE-V: TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

To

The Director (Personnel), Office of the Comptroller and Auditor General of India, 9, Deen Dayal Upadhyaya Marg, New Delhi-110124.

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: 153/Tel. Ex./02/2023-24

Name of the Tender: Comprehensive On-site Annual Maintenance Contract (COAMC) of one Siemens/Unify HiPath 4000 EPABX System installed at Office of the CAG of India, 10, Bahadur Shah Zafar Marg, New Delhi- 110002.

Sir,

- 1. I/We have downloaded/obtained the tender document (s) for the above mentioned 'Tender/work' from the web site (s) namely: <a href="https:cag.gov.in">https:cag.gov.in</a> as per your advertisement, given in the above mentioned website (s).
- 2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. 1-8 (including all documents like annexure (s), etc. which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
- 4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum (s) in its totality/entirely.
- 5. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Government Department/Public Sector Undertaking.
- 6. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder, with official seal)