

## No. 8-6/2017-GA

Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan, Near Zakir Hussain College,
Jawaharlal Nehru Marg (Old Minto Road),
New Delhi–110002
(Visit us at www.trai.gov.in)

### Section-I

### TENDER DOCUMENT

# LIMITED TENDER FOR "UPGRADATION OF EXISTING NEC MAKE EPABX SYSTEM AND ANNUAL MAINTENANCE CONTRACT FOR EPABX SYSTEM WORKING IN TRAI OFFICE.

**Issuing Office** 

: Telecom Regulatory Authority of India, Gen.Admn. Section, Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg, (Old Minto Road), New Delhi - 110 002.

Tender No.

: No.08-06/2017-GA

Date of issue of Tender

: 03/01/2018

Last date of receipt of Tender

: Up to 18/01/2018, Time 15:00 Hrs.

Date of opening of Tender

18/01/2018, Time 15:30 Hrs. (If the tender opening date is declared a holiday by Govt. of India then the tender shall be opened on next working day at 15:30 Hrs.)

Tender Forms Available From

: Sr. Research Officer (GA)
Telecom Regulatory Authority of India, Gen. Admn.
Section, 7<sup>th</sup> Floor, Mahanagar Doorsanchar Bhawan,
Jawahar Lal Nehru Marg, (Old Minto Road), New
Delhi - 110 002.

**Earnest Money** 

: Rs. 10,000/-only.

**Total Estimated Cost of Work** 

: Approximately Rs. 5,00,000/-.

- 2. Sealed limited tenders are invited from reputed firms for Upgradation of existing NEC make APABX System and Annual Maintenance Contract for NEC make EPABX System installed in TRAI Office.
- 3. The tender documents should be submitted in a sealed cover envelop duly super-scribed. "Upgradation Of Existing NEC Make EPABX System And Annual Maintenance Contract For NEC make EPABX System".
- 4. Bidders are advised to go through the tender document carefully and understand various provisions contained therein along with their implications.
- 5. Bidders shall have to deposit bid security (EMD) of Rs.10,000.00 (Rupees Ten Thousand only) in the form Demand Draft drawn on any scheduled bank in favour of "TRAI" payable at New Delhi along with the tender documents.
- 6. Intending eligible bidders may obtain a copy of tender documents from Sr. Research Officer (GA), TRAI, 7<sup>th</sup> Floor, Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg, (Old Minto Road), New Delhi 110 002 or the same can be downloaded from the website of TRAI i.e. <a href="https://eprocure.gov.in/CPPP">www.trai.gov.in</a> and also from CPP portal i.e. https://eprocure.gov.in/CPPP.
- 7. Clarification: In case the prospective bidders need any clarification regarding any terms and conditions of the tender, the bidder may contact the undersigned in person or telephonically before the last date for submission of tender.

(N. K. Sharma)

Sr. Research Officer (GA)

Tel. 011-23664141

#### Section-II

## INSTRUCTIONS FOR SUBMISSION OF TENDER

#### PREAMBLE

Telecom Regulatory Authority of India (TRAI), a statutory body of Govt. of India, intends to engage a reputed firm for award of Upgradation of existing NEC make APABX System and Annual Maintenance Contract for NEC make EPABX System installed in TRAI office. The terms and conditions are described in "Terms & Conditions Governing the Contract" in Section - III.

## 2. BONAFIDE OFFERS

The Tenderer should be bonafide, which shall mean an entity:

- (a) GST number;
- (b) Permanent Account Number
- (c) Valid authorization letter from Original Equipment Manufacturer (OEM) should be attached with the tender document.
- (d) The firm should have executed minimum two similar works in any central/state Govt. & public section undertaking/ reputed private company/MNC within the proceeding five years on 31.12.2017.
- (e) Meeting all other requisites laid down in this Section elsewhere

## 3. SUBMISSION OF TENDERS - TIME LIMIT/MODE & SERIALLY NUMBERED

The tender documents duly completed should be submitted in two separate parts. The first part should be sealed in a separate envelope and superscripted as "Technical Bid for Award of Upgradation of NEC make EPABX system and AMC for NEC make EPABX system". This should contain all the information which would enable TRAI to decide on credentials of the tenderers for performing/doing the job besides earnest money and other documents listed below in para 4 (i) and elsewhere in the section. The second part will consist of the "Financial Bid for Award of Upgradation of NEC make EPABX system and AMC for NEC make EPABX system" and should be superscripted on the second envelope as such. Both the envelopes should be sealed in one envelope and duly superscripted as "Upgradation of NEC make EPABX and AMC for NEC make EPABX system" and addressed to Senior Research Officer (GA), TRAI.

## 4 (i) The following documents must be submitted in the Technical Bid:-

- Tender document with all pages duly signed with official seal.
- Demand Draft of Rs. 10,000/- towards Earnest Money Deposit.
- Copy of GST Number & PAN Number;
- Valid authorization letter from Original Equipment Manufacturer (OEM) should be attached with the tender document.

Signature of tenderer with seal

May .

- The firm should have executed minimum two similar works in any central/state Govt. & public section undertaking/ reputed private company/MNC within the proceeding five years on 31.12.2017.
- A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance.
- Valid authorization letter from Original Equipment Manufacturer (OEM) should be attached with the tender document.
- (ii) The schedule of rates must be filled in the Section A, B & C for upgradation of system, maintenance of system & supply of telephone cables, duly filled in and signed by tenderer shall be submitted in the financial bid.
- (iii) The tender duly completed as described in para above must reach the designated address upto 1500 hrs on 18.01.2018 positively. Tenders received after 1500 hrs on 18.01.2018 will not be considered.
- (iv) Sealed tenders shall be submitted in TRAI office by due date and time. Tender send by post/ Telegram/Fax shall not be considered.
- (v) Tenders received after the scheduled time and date shall not be considered under any circumstances.
- (vi) Rates shall be quoted only on the proper form of the Schedule of Rates (Annexure) and each page of this schedule shall be signed in full by the tenderer or his authorized signatory as described in sub paras above.
- (vii) The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Section-III on "Terms & Conditions Governing the Contract". No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this tender document. Any overwriting in the schedule of rates should be avoided. In case of mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory.
- (viii) The tenderer will have to submit an analysis of rates if called upon to do so by TRAI.
- (ix) TRAI reserves the right to:-
- Accept or reject any or all the Technical Bids in part or in full without assigning any reasons,
- Accept or reject any or all the Financial Bids in part or in full irrespective of their being the lowest.
- Relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of TRAI.
- Disqualify the tenderers blacklisted by Central/State Govts/Public Sector Units or whose contracts have been terminated on account of poor performance.

Signature of tenderer with seal

May

- TRAI reserves the right to re-tender or modify the Terms & Conditions of the tender. It also reserves the right to negotiate the rates with the lowest tenderer i.e. L-1.
- (x) Any variation, addition and/or omissions in the items of work to be actually carried out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.
- (xi) Each folio of tender documents and every supporting document attached with it shall be signed by the intending tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- (xii) Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the tenderer and dated.

#### OPENING OF BIDS:

- 5.1 TRAI shall open technical/financial bids in the presence of bidders or their authorized representatives who choose to attend, at 15:30 hrs on due date. The bidder's representatives present at the time of opening of bid shall sign in an attendance register.
- 5.2 The Bidder's names, documents submitted, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.
- 5.3 The date fixed for opening of bids, if subsequently declared as holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

#### 6. VISIT TO THE SITE

The tenderer is advised in his own interest to visit the site of the work and acquaint him all local conditions, means of access to the work, nature of work etc.

### 7. VALIDITY OF OFFER

The tenderer will be required to keep the offer open for a period of 90 (Ninety) days from the last date of submission of tender. It shall be understood that the tender document have been sold/issued to the tenderer and the tenderer is permitted to tender with the stipulation that after submitting his tender, he shall not rescind his offer or modify the terms and conditions thereof in any manner that is not acceptable to TRAI.

Signature of tenderer with seal

La Jours

## 8. ACCEPTANCE OF TENDER

- 8.1 The authority for acceptance of the tender documents and tendered rates will rest with the competent authority of TRAI who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.
- 8.2 Acceptance of tendered rates will be communicated through a letter as soon as possible.
- 8.3 All the tender documents submitted by a tenderer shall become the property of TRAI and TRAI shall have no obligation to return the same to the tenderers.
- 8.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 8.5 If the tenderer deliberately gives wrong information or conceals any information/facts in his tender, which shall be favourable for acceptance of his tender fraudulently, then TRAI reserves the right to reject such tender at any stage of execution without any financial liability.

## 9. EXECUTION OF AGREEMENT

9.1 The tenderer whose tender is accepted shall be required to appear at the office of the TRAI in person or if the tenderer is a Firm, Company or a Corporation, a duly authorization representative shall so appear and execute the Agreement within seven (7) days of the date of issue of communication from TRAI's office and start the work from the date as mentioned in the communication. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender.

## 10. POSTAL ADDRESS FOR COMMUNICATION

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

(N. K. Sharma)

Sr. Research Officer (GA)

## Section-III

## TERMS & CONDITIONS GOVERNING THE CONTRACT

#### **PREAMBLE** 1.

Telecom Regulatory Authority of India is a statutory body set up by an Act of Parliament. It is functioning as a regulator of the telecom sector in India.

#### SERVICE AND SUPPORT 2.

- Up gradation work of existing NEC make EPABX system will be carried out after the office 2.1 hours or on Sundays and Holidays. Nothing extra charge will be paid in this account. Rates shall be quoted accordingly.
- The vendor will provide onsite support on receipt of any complaint of defect in the system Monday to Saturday within 12 Hours of the lodging of complaint. Normally the 2.2 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.

#### PREVENTIVE MAINTENANCE 3.

- Cleaning of all the cards of the system once in a Fortnight. 3.1
- Checking of all the telephone and operating board twice a week. 3.2
- During routine maintenance, checking and replacement of parts of equipments shall be 3.3 done regularly.
- All the cabling/wiring of the system including the wiring connected with the telephone 3.4. instruments shall be check twice a month and repaired, whenever required.

#### RESPONSIBILITIES OF THE VENDOR 4.

Responsibility of the vendor includes following activities, namely:-

- Proper maintenance of the NEC make EPABX System including add on cards and 4.1 accessories. Add on items for the upgradation of the warranty period it is firm responsibility is to lodge complaint for new systems & coordinate / follow with the OEM.
- Preventive Maintenance for all the items as mentioned in para-3 above. 4.2.
- The maintenance contract includes labour, service, repairing and replacement of 4.3 defective component of all cards installed in the exchange for the entire period of contract.

- 4.4 Providing Service and Support as mentioned in para 3 above.
- 4.5 Facilitation of Fast Diagnosis and rectification of faults of non-working extension nos. due to cabling problems.
- 4.6 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 2/3/4 /5 pair telephone cable, on actual requirement basis, if necessary.
- 4.7 Ensure proper coordination regarding un-interrupted telephone (Intercom) connectivity upto the desk of each user of TRAI office.

## PART REPLACEMENT

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

## 6. FAULT REPAIR AND UP-TIME

6.1. 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.

## POWER OF ATTORNEY/AUTHORISATION

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

### 8. PRICES

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.

## PAYMENT TERMS

- 9.1 Payment of the upgradation work shall be released only after successful testing and installation of the equipments.
- 9.2 The AMC charges shall be paid to the firm on a quarterly basis in arrears against bills submitted by 10<sup>th</sup> of the ending month after completion of the quarter. The payment shall be made by way of crossed Cheque /demand draft (payee account only), after satisfactory completion of work for the quarter.
- 9.3 TDS and all other taxes will be deducted as per applicable laws.

## 10. PERIOD OF CONTRACT

- 10.1 Work of Upgradation of existing EPABX system shall be completed with 30 days .
- 10.2 At the initial stage, the contract shall be awarded for a period for two years from the date of commencement of the Agreement. TRAI will have discretion for extending it for further term of one or more years on mutually acceptable terms and conditions and rates at the sole discretion of TRAI.
- 10.2 However, it will be obligatory on the part of the firm to continue to work at the rates prevailing on the last date of the Agreement even beyond contract period for at least 3(three) months or till the new contract is finalized, whichever is earlier.
- 10.3 A monthly report may be given by the firm for maintenance of telephone lines.

## 11. PERFORMANCE GUARANTEE

- 11.1 The successful Bidders are required to submit Performance Guarantee from a Nationalized Bank in favour of TRAI, New Delhi in the form of FDR /DD an amount equal to 5% of the contract value valid for 24 months from the date of order.
- 11.2. The Performance Guarantee shall be submitted with 15 (fifteen) days of release of the order. In case the Performance Guarantee is not received within this period, TRAI reserves the option to cancel the order and forfeit the EMD.

### 12. EARNEST MONEY

The tenderer will be required to deposit a sum of Rs. 10,000/- (Rupees Ten thousand only) as earnest money along with completed tender documents. The earnest money is towards an undertaking by the tenderer that the tenderer will not back-out from his offer or modify the terms and conditions thereof in a manner not acceptable to Should the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by TRAI.

- 12.2 The deposit as referred to under para 12.1 above shall be made by Pay Order or Demand Draft made in favour of TRAI payable at New delhi.
- 13. TRAI reserves the right to terminate the Agreement any time without assigning any reason/notice.

## 14. CRITERIA FOR EVALUATION OF BIDS:

- 14.1 <u>Technical Bid</u>:- The technical bids of the bidders will be opened in the first stage. A bid will be technically acceptable if all the following documents are attached:-
  - Demand Draft of Rs. 10,000.00 towards Earnest Money Deposit.
  - The tender document with all pages duly signed with official seal.
  - Copy of PAN Card.
  - Copy of GST No.
  - Valid authorization letter from Original Equipment Manufacturer (OEM) should be attached with the tender document.
  - ➤ The firm should have executed minimum two similar works in any central/state Govt. & public section undertaking/ reputed private company/MNC within the proceeding five years on 31.12.2017.
  - ➤ A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance.
- 14.2 **Financial Bid:** The financial bids will be opened only in respect of those firms, which meet the technical bid criteria mentioned above. The financial bids will be evaluated on the basis of the annual cost of AMC for all the NEC make EPABX items indicated in SOR (Section A, B & C) at **Annexure-A** arrived at on the basis of rates quoted by the bidders and the bidder with overall lowest rate shall be declared as L-1.

## 15. FORCE MAJEURE

15.1 If at any time, during the continuance of the agreement the performance in whole or in part, by the firm, of any obligation specified in the agreement, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civic commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), provided notice of happenings of any such even is given by the firm to TRAI within seven calendar days from the date of occurrence thereof, the firm may be excused from performance of its obligation. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of

Signature of tenderer with seal

hedy.

TRAI as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.

15.2 However, the Force Majeure events mentioned above will not in any way cause extension of the period of the Agreement.

## 16. LAWS GOVERNING AGREEMENT

The agreement entered into between TRAI and the firm shall be governed by the laws of India for the time being in force.

## 17. JURISDICTION OF COURTS

The court of the place where the Agreement is signed shall alone have the jurisdiction to decide any dispute arising out of or in respect of the Agreement.

#### 18. ARBITRATION

In the even to any dispute arising between TRAI and the firm in any matter covered under this Agreement or arising directly or indirectly there from or connected or concerned with the said Agreement in any manner of its implementation of any terms and conditions of the said Agreement, the matter shall be referred to the Secretary, TRAI who may himself act as sole arbitrator or may nominate an officer of TRAI as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The firm will not be entitled to raise any objection for 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 to the agreement subject to provisions of Arbitration and Conciliation Act, 1996 and rules made there under. The parties expressly agree that the arbitration proceedings shall be held at New Delhi. The language of arbitration shall be in English only.

#### 19. GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required at any point shall be sought from Advisor (A), TRAI whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the Agreement shall also be decided by making reference to him and his decision shall be final and binding.

(N. K. Sharma)

Sr. Research Officer(GA)

The scope of work and all terms and conditions listed from para 1 to 19 along with their subpara have been read carefully, understood and accepted.

Signature of the tenderer

# (To be kept in a separate envelope) SCHEDULE OF RATES

Section -A

(Upgradation of Existing EPABX System)

S.No.	Description of Items	Qty	Unit Rate	Amount (in Rs.) excluding taxes
1	NEC make EPABX System Model SV8100 expansion cabinet built in mother board with power supply support for 80 Extensions (01) CPU Card (01) 16 ALC Card (analog line card for 16 port) (02) 16DLC Card (Digital line card for 16 port) (01) PZ-BS10 Card (01) 32 IPLA card (02) Net link License (01) Data Switch for 16 Channel (01) 100 Pair MDF with krone Module & IPM (02) Amphenol Connectors (03) Installation and Commissioning Charges	One job	One Job	
2		Taxes @		
3	Amount including Taxes (1+2)			

.....contd...Section B

Nestati

Section –B
(Maintenance of EPABX System)

S.No.	Description of Items	Qty	Unit	Cost of AMC per annum excluding taxes
1	NEC SV 8100 (with in built 4 port Voice mail equipped for 128 No. of Extension, 24 No. of Junction, 512 No. of Expandable ports, 01 No. of Operator Console, Compatible: ISDN and Network) consisting the following items: CD-CP00-OT System CPU: 1 PZ-B\$10 Bus Card connect to exp chesis: 1 PZ-B\$11 Bus Card connect to main chesis: 3 CH\$2U-EU system chesis 19" rack mount: 4 PZ-ME50-OT, Flash system software: 1 CD-8LCA 8 port analog subsber. card main: 8 PZ-8LCE 8 port analog subsber. card Expn.: 8 CD-4COTA 4 port CO line card Expansion: 3 CD-8DLCA 8 Port Digital line card: 1 DCL-60-IP(BK) console DSS: 1 DTL-12D-IP(BK) TEL Operator console:1 AKS VRS-VM OT Flash for voice mail:1 PZ-VM21 Voice Mail card: 1 PRI Card - CD-PRTA (two nos.) NEC Digital Phone with 2 line display (32 characters & 8 programmable keys) - DTL-12D-1P(BK)TEL (48 Nos.) IP gateway card for 16 channels-PZ-32IPLB (1 No.) 8 port each CD-8LCA & PZ-8LCE Main & Expansion analog subscriber extension cards per line (64 Nos.) MDF 100 pairs along with IPM + MDF 100 pairs (8 Nos.) MDF 200 pairs along with IPM (2 Nos.) 16X3 Digital PORT Line card per line - CD-16DLCA (48 Nos.) Siemens Euroset 805/beetal Instruments (30 Nos.) Siemens Euroset 805/beetal Instruments (Disp) (30 Nos.) Siemens Euroset 802/812 /beetal Instruments (25 Nos.) Siemens Euroset 2005/beetal Instruments (80 Nos.)	One Job	Job	excluding taxes
		Tayor 6	9	
2 3	Taxes @  Amount including Taxes (1+2)			

...contd... Section C

Signature of tenderer with seal

redig-

Section – C
(Supplying & Fixing of Cables)

S.No.	Description of Items	Qty	Unit	Rate / meter excluding taxes	Amount (QxR)
		(Q)		(R)	
1/ \	Supplying/laying/extending of telephone	100	Per		
1(a)	cable 2 pair	mtrs	mtr.		
1(b)	Supplying/laying/extending of telephone	100	Per		
	cable 3 pair	mtrs.	mtr.		
1(c)	Supplying/laying/extending of telephone	100	Per		
	cable 4 pair	mtrs.	mtr.		
1(d)	Supplying/laying/extending of telephone	100	Per		
8 8	cable 5 pair	mtrs.	mtr.		
			J	Total	

Total of Section (A+B+C) Rs.	
(Grand total including taxes and duties in words	)

#### NOTE:-

2

3

- The quantities taken for Section C (1 to 5) is tentative and may vary as per actual requirement.
- During the warranty period vender should responsible for maintenance of all upgraded items.
- Any item /accessories required for the commissioning of the EPABX system with increase in capacity of EPABX, nothing extra shall be paid on that account.
- After the warranty of the equipment installed / commissioning shall also be included in the maintenance contract. Nothing extra shall be paid on that account.
- Up gradation work of existing NEC make EPABX system will be carried out after the office hours or on Sundays and Holidays. Nothing extra charge will be paid in this account. Rates shall be quoted accordingly

SIGNATURE OF THE TENDERER
With firm/ company seal

Taxes @.....

Amount including Taxes (1+2)

Name of Signatory	
Firm Name	
Address	
Email Address	
Phone (Landline) / Mobile No.	