

INVITATION OF BIDS FOR COMPREHENSIVE AMC OF EPABX (NEC) OF OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E)-II, MADHYA PRADESH, GWALIOR

Bid Enquiry No GS - II/AMC/2022-23/441 dated 17 March 2022

1. Bids in sealed cover are invited for **Annual Maintenance of EPABX (NEC)** of office of the Accountant General (A&E)-II, Madhya Pradesh, Gwalior as per 'Scope of Work' placed at **Enclosure II** to this Tender Enquiry. Please super scribe the above mentioned Title, Tender Enquiry number and date of opening of the bids on the sealed cover to avoid the bid being declared invalid.

2. The address and contact numbers for sending bids or seeking clarifications regarding this Tender Enquiry are given below –

(a) Bids/queries to be addressed to.

**The Senior Account Officer
General Section - II**

(b) Postal address for sending/submitting the Bids.

**O/o Principal Accountant General
(Accounts & Entitlement)– II
General Section - II, Ground Floor
Lekha Bhavan, Jhansi road
Gwalior– 474002**

(c) Name/designation of the contact person.

**Smt. Shashi Jha,
Sr.AO General Section-II**

(d) Telephone numbers of the contact personnel.

9425790761

(e) Last date for Submission of bids.

03.00 pm on date 07/04/2022

3. This Notice Inviting Tender (NIT) is divided into following five Parts and all the Parts are placed at **Enclosure I** to this Tender Enquiry:-

- | | | | |
|-----|----------|---|--|
| (a) | Part I | - | General Information |
| (b) | Part II | - | Essential Details of Items/Services required |
| (c) | Part III | - | Standard condition of Tender Enquiry |
| (d) | Part IV | - | Special conditions of Tender Enquiry |
| (e) | Part V | - | Evaluation criteria and price bid issues. |

The Technical details /Scope of Work of individual items are placed at **Enclosure II** to this Tender Enquiry.

**-sd-
Smt. Shashi Jha
Senior Account Officer
General Section-II**

Encls:

- I – Part I, II, III, IV & V of Tender Enquiry**
II – Technical details /Scope of Work

Part I – General information

1. **Last date and time for depositing the Bids.** The tenders are to be submitted in **Two Bid format** containing separate Technical and Financial bids. The sealed Bids (both Technical and Commercial) should be deposited/reach by **03.00 pm on date 07/04/2022**. The responsibility to ensure this lies with the Bidder. ***Technical and Price bids sealed in separate covers (with clear superscription of the individual bids on each envelope), shall be kept in another common cover (bearing the Tender details) should be given for submission.***
2. **Manner of depositing the Bids.** Sealed Bids should either be dropped in Tender box or sent by Registered Post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Time and date for opening of Bids.** The Technical bids shall be opened at **04.00 pm on date 07/04/2022**. If due to any exigency, the due date for opening of the Bids is declared closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the O/o Accountant General (Accounts & Entitlement) – II. The date of opening of Commercial bids will be informed to firms who have been qualified in Technical bids.
4. **Location of the Tender Box:** General Section - II, Ground Floor, Lekha Bhavan. O/o Principal Accountant General (Accounts & Entitlement) – II Madhya Pradesh Gwalior.
5. **Place of opening of the Bids.** The bids will be opened at **General Section - II, Ground Floor, Lekha Bhavan. O/o Principal Accountant General (Accounts & Entitlement) – II Madhya Pradesh Gwalior**. The Bidders to depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system.** Tender shall be submitted in two bids i.e. Technical and Financial bid in the attached proforma in Enclosure - III. Technical and Financial bid should be in two separate sealed envelopes. Technical bid envelope should be titled as ***“Technical bid for 1 year Maintenance of EPABX (NEC) for year 2022-23”*** and Financial bid envelope should be titled as ***“Financial Bid for One Year Maintenance of EPABX (NEC) for year 2022-23”***. Both these envelopes should be kept in third sealed envelope titled as ***“Tender for One Year Maintenance of EPABX (NEC) for year 2022-23”***.

Bids should be forwarded by Bidders under their original memo / letter head furnishing details like

- Copy of the Registration Certificate of the firm clearly indicating the Proprietors name.
- Tax registration details.
- GST number.
- Bank Account details.
- Complete postal & e-mail address of their office.
- Past experience of the firm in the related field. Minimum 03 years experience is mandatory.
- Copies of previous work orders for similar jobs undertaken in other Companies/ Institution.
- Proof of trained qualified manpower.
- Undertaking that the firm is not Blacklisted.

Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Financial Bids will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by this office. It is compulsory for all the firms to attend the Technical Bid opening as per date and time mentioned at SI 3 above. ***In case of noncompliance to any of the Term and conditions/Scope of Work, deviation from Tender Enquiry is must be specified in unambiguous terms.***

7. **Clarification regarding contents of the Tender Enquiry.** All items proposed under AMC and located at various sites in this office as per Part - II are in perfectly working condition. However, the vendor may check/inspect it to their **satisfaction between dt 22 /03/2022 to dt 06/04/2022 from 10.00am to 04.00pm before the quoting the rates.** Any changes in rates shall not be permissible to firms after submission of bids. Quantities of the items tabulated at Part - II are approximate and liable to change during the period of AMC.

The financial bid should indicate the maintenance rate in the prescribed format provided in Enclosure – III considering all the terms and conditions listed in the tender notice.

During evaluation and comparison of bids, O/o Accountant General (Accounts & Entitlement) – II may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**

8. **Modification and Withdrawal of Bids.** No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

9. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. **Conditional tenders will be rejected.**

10. Firms participating must have minimum experience of 3 years & required to submit the experience certificate.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements.** The proposal pertains towards AMC of following equipments of O/o Principal Accountant General (Accounts & Entitlement) – II, Gwalior (MP) located at Lekha Bhavan, Jhansi Road Gwalior.

List of Items proposed to be covered under AMC			
SI	Configuration/Make/Model	Quantity	Month/year of Purchase
	NEC make EPABX system		
1	a) Extensions	64	
	b) Trunks	09	
	c) Digital Phones	06	
2	Cable maintenance from EPABX MDF TOUSER end as per list mentioned against SI no. 1		
3	Rates to be charged for per mtr. use of cable in EPABX Systems	-	-

4 Rates to be charged for Accessories used in EPABX Systems

2. **Period of AMC:** The AMC concluded by this order will be valid for a period **up to 31 March 2023**, effective from the date of signing of the contract. The same may be extended for a further period of One year **10/04/2023 to 31 march 2024** subject to satisfactory performance of the firm and requirements of this office, at the sole discretion of this office.

3. **Technical Details / Scope of Work.** The Technical details /Scope of work for the contract are placed at **Enclosure - II** to this Tender Enquiry. All the works /jobs as listed out in the SOW are to be undertaken as scheduled.

(a) The contractor shall provide maintenance service to keep the said EPABX (NEC) covered under this contract, as specified in SI. No 1 - Schedule of Requirement, in good condition and efficient working order. In addition to this, the contractor should provide periodic service consisting of preventive and corrective maintenance as per 'Scope of Work' for each items and should get verified from this office.

(b) Services for the EPABX system has to be rendered on 24 x 7 basis. Bidder should be available to attend the fault, as on need basis, irrespective of odd hours or holidays.

(c) The comprehensive AMC shall consist of preventive and corrective maintenance of EPABX system including changing of defective circuit/components/cards etc.

(d) Details of equipments and other details are enclosed as in SI no 1- Schedule of Requirements. The exact list of items to be covered under the maintenance agreement may vary and the same will be considered on unit rate basis.

(e) Machine down time should not be more than 2 hours from the time of report of fault. Otherwise the contractor shall provide similar standby equipment along with their attached peripherals in the good working condition. If the contractor is not able to rectify the fault within the stipulated period of maximum seven days then this office can get it rectified from the other source and repair cost shall be deducted from the amount payable to contractor.

(f) Arrangement of 20% of standby circuits, line and junction cards, components, digital phone, analog phone system or instruments, power supply, CPU model and IP card as critical reserve shall be made by the 'bidder'. List of critical reserve items with quantity is required to be submitted during signing of contract.

File No.generalamcofepabx01

(g) Spare parts supplied by contractor in lieu of non-repairable components should be brand new/original/equivalent/advanced make and from reputed manufacturers for giving satisfactory performance. **Used/repaired spare parts will not be accepted.**

(h) If the defective parts are required to be taken out office for repairing, then a stand-by arrangement of similar configuration and quality acceptable to this office will be provided on returnable basis. Contractor will be responsible for transportation and delivery of such item. Such items under repair should be repaired and returned to the satisfaction of this office within a period of maximum **one week**.

(i) All complaints / problems reported shall be rectified by the contractor to the satisfaction of users. The Contractor shall ensure 100% up time of EPABX (NEC). **The penalty for not meeting the up time commitment shall be 1% of AMC charge per day subject to maximum of 20% of contract value.** In this regard the decision of O/o Accountant General (A & E) -II shall be final.

(j) The dusting and cleaning shall be performed with a vacuum cleaner and Cleaning solution like Isopropyl Alcohol 99% which shall be provided and maintained by the vendor himself. The Firm shall bear the cost of the spares consumed, labour charges and overheads for maintenance/ defect identification and repair. This includes the cost of all special tools, cleaning material and test equipment, which may be utilized.

(k) All preventive and safety measures shall be taken by Contractor to ensure that no damage to material and equipment takes place during the course of performing their duties. Damages, if any, caused by the contractor shall be recovered from the security deposit or deducted from the bills raised by the contractor.

(l) The Contractor shall not, at any stage, cause or permit any nuisance at office premises or do anything which may cause unnecessary/disturbance or inconvenience to others.

(m) At the end of the duration of AMC, the contractor shall hand over complete items in perfect working condition.

4. **Deputation of Resident Engineer:** The firm should be in position to depute qualified Resident engineer to present in this office during working hours for the duration of the contract. He will report to Sr.AO/GS-II for any matter pertaining to maintenance, welfare and discipline. Contact details of two service engineers with at least 03 years of experience in the field to be submitted by the firm before commencement of the AMC.

5. **Comprehensive Annual Maintenance Contract (AMC) Clause** - The following AMC clause will form part of the contract placed on successful Bidder –

a) The AMC is '**Comprehensive**' *i.e.* No cost of parts replaced by contractor will be borne by O/o Accountant General (Accounts & Entitlement) – II. **No parts excluded in the contract.** The cost of Electronic Cleaning solution/Contact Cleaner/Isopropyl Alcohol 99% to be used for cleaning electronic internals (if any) will be borne by the contractor.

The firm would provide comprehensive AMC for a period of **One year**. The AMC services should cover the repair and maintenance of all the equipment and systems mentioned under the present Contract. The AMC services would be provided in two distinct ways:

i. Preventive Maintenance Service: The firm will provide preventive maintenance Service visits, periodically, during a one year as per scope of work to this office to carry out functional checkups and minor adjustments/ tuning as may be required.

ii. Breakdown Maintenance Service: In case of any breakdown of the equipment/ system on call from the customer, the defect is to be attended within **2 hours** on same working day after a service call from the customer. The firm is to provide the necessary maintenance service to make the equipment/ system serviceable on priority.

Contractor should also provide the following type of services on as required basis

- Software services for system operations
- Assistance in Hardware & Software Up gradation on as required basis.

b) Serviceability of equipment/ system to 100% is to be ensured.

6. **Time Frame to Complete Work:** The Firm shall attend the defects within 2 hours from the time of reporting the defect including Sunday & holiday. Time frame for rectification of defects should not exceed 3 hours for Level-1 faults and 8 hours for level-2 faults as mentioned in 'Enclosure II - Scope of Work'. In extreme circumstances the maximum time frame for any job to complete will be based on quantum of work, work load and other priority jobs etc, post discussion with the Sr.AO/GS-II.

7. **Mandatory Requirement for the AMC Firm.** The following are the pre requirement for undertaking the AMC:-

(a) **Manpower.** Interested bidders must be in a position to depute skilled technicians/Engineers with sufficient technical knowledge to perform the maintenance jobs as opposed to unskilled laborers employed for mere cleaning work.

(b) **Workshop.** Interested firms should have established service centre at Gwalior in terms of Infrastructure, manpower, test equipment etc.

(c) **Experience in the Field.** The firm should be established and must have at least 03 years of experience in and around Gwalior in similar field. Certificate/work orders/work completion certificates to this effect should be included in the technical bid. The year of experience can be reduced at the sole discretion of O/o the Principal Accountant General (A & E) - II MP Gwalior if the firm is otherwise well qualified.

8. **Point Of Service:** The contractor shall provide their services at O/o Principal Accountant General (Account and Entitlement) – II, Lekha Bhavan, Jhansi Road, Gwalior.

Part III – Standard Conditions of Tender Enquiry

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Tender Enquiry mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Firm in the Contract) as selected by the Office of the Principal Accountant General (A&E)-II, Madhya Pradesh, Gwalior. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Operation of Contract.** The powers and functions of the CUSTOMER under this Contract shall be exercised by **The Sr. Deputy Accountant General (Admin & Pension), O/o Principal Accountant General (A&E) - II, Madhya Pradesh, Gwalior.**
2. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
4. **Dispute/Arbitration.** In case of any dispute the decision of the Principal Accountant General (Accounts and Entitlement) – II would be final and binding upon both the parties. The cause of disputes must be presented before him/her within 15 days of occurring of such dispute. For the purpose of adjudication, if occasion arises, the jurisdiction of appropriate court will be at Gwalior.
5. **Non-disclosure of Contract documents.** Except with the written consent of Office of the Principal Accountant General (A&E) - II, Madhya Pradesh, Gwalior / Firm, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
6. **Liquidated Damages.** In the event of the Firm's failure to submit any documents, supply the stores/goods, provide the services and conduct trials, installation of equipment, etc as specified in this contract, Office of the Principal Accountant General (A&E)-II, Madhya Pradesh, Gwalior may, at his discretion, withhold any payment until the completion of the contract.
7. **Termination of Contract.** O/o Principal The Accountant General (A&E)-II, Madhya Pradesh, Gwalior shall have the right to terminate this Contract in part or in full at any stage without assigning any reason. The contract will also be terminated under following circumstances:-
 - (a) If the contractor fails to perform the assigned job for 3 – 4 times even after extension of the agreed time frame of does a poor/ sub standard job repeatedly.
 - (b) If the firm is under any legal or other disputes.
8. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
9. **Transfer and Sub-letting.** The firm has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.
10. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
11. **Taxes and Duties** (i) If Bidder desires to ask for any additional taxes, the **same must be specifically stated.** In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must **specifically say so**. In the absence of any such stipulation it will be presumed that the **prices quoted by firm are final and no claim on account of such duty/tax will be entreated after the opening of tenders**.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

Part IV – SPECIAL CONDITIONS OF TENDER ENQUIRY

The Bidder is required to give confirmation of their acceptance of ‘Special Conditions of the Tender Enquiry’ mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Firm in the Contract) as selected by O/o The Principal Accountant General (A&E) - II, Madhya Pradesh, Gwalior. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Earnest Money Deposit:** EMD Deposit of **Rs 5000/-** in the form of Bank Guarantee/FDR issued by National/ Scheduled Bank in favour of "**Pay and Accounts Officer, Office of the Principal Accountant General (A&E) - I, Madhya Pradesh, Gwalior**" shall have to be deposited by the firm at the time of submission of tender and the same will be refunded on finalization after contract /agreement.

2. **Forfeiture of EMD.** EMD will be forfeited, if the bidder withdraws or derogates from the tender in any respect within the period of validity of his tender. Also if the successful bidder fails to furnish the required security deposit, the EMD furnished will be forfeited.

3. **Performance Security Deposit:** Security deposit equal to **10%** of the total contract value in the form of Bank Guarantee/T.D.R./F.D.R drawn in favour of "**Pay and Accounts Officer, Office of the Principal Accountant General (A&E) - I, Madhya Pradesh, Jhansi Road, Gwalior**" Shall be submitted within fifteen days from the acceptance of the work order. The validity period of the aforesaid instrument shall be
12 months plus one month claim period.

4. **Payment Terms.** Maintenance charges will be commencing from the effective date i.e. the date of agreement and shall be payable in three equal instalments subject to availability of fund, at the end of three months following the month in which the contract is signed. No advance payment will be made.

The firm will be paid on quarterly basis on submission of Work completion / User clearance certificate issued by designated owners of Items proposed to be covered under AMC.

5. **Advance Payments.** No advance payment(s) will be made.

6. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

7. **OEM Certificate**. In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.
8. **In case of dispute and if the contract is short closed, notice is sent to the firm and if the firm does not reply within 10 (Ten) days it will be concluded that the notice is accepted.**

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria**. The broad guidelines for evaluation of Bids will be as follows.
- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender Enquiry, both technically and commercially.
- (b) The technical Bids forwarded by the Bidders will be evaluated by this office with reference to the technical characteristics / services of the equipment / item as mentioned in the Tender Enquiry. The compliance of Technical Bids would be determined on the basis of the parameters specified in the Tender Enquiry. **The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format. All taxes and duties quoted by the Bidders will be considered. The ultimate cost to Office of the Principal Accountant General (A&E)-II, Madhya Pradesh, Gwalior would be the deciding factor for ranking of Bids.
- (d) The Bidders are required to spell out the rates of all duties and taxes in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.
- (g) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by O/o The Principal Accountant General (A&E)-II, Madhya Pradesh, Gwalior.**
- (h) L1 will be decided based on total price quoted by firms in all the serial nos. In case price against a particular serial is not quoted, **the highest value quoted by other firm against the same serial no.** will be added to determine the total contract value & accordingly the L1 firm will be decided.

SCOPE OF WORK

A. The Scope of work includes” but not limited” the following main activities /tasks:

- Preventive maintenance of the EPABX system.
- Remedial maintenance of the system / both hardware and software.
- Review and provide regular technical recommendation
- Repair of telephone handsets
- Regular Documentation of the system status and technical recommendation

B. Detailed description of work and deliverables required:

- Detail technical information gathering and study followed by Technical recommendations on the system status, capacity and the features.
 - Carry out scheduled preventive maintenance on the system as per the OEM Technical Description.
- Carry out remedial maintenance as required.
- Regular check of backup and reporting on the system
- Periodic check of system and component functionality
- Regular provision of documentation with regard to system status and recommendations.
- Repair of telephone handsets as required
 - The company will produce a proposed detailed maintenance plan, detailing corrective and preventive maintenance timing and process.
- The company will have full responsibility for all forms of maintenance, corrective and protective.

C. Category of Faults: The following jobs are required to be carried out as part of AMC against periodicity mentioned against each.

a) Level-One: This is defined as a failure which makes the whole EPABX system non-functional. This may include the faults leading to an interruption in EPABX operation as well as following faults:-

- Total system down or system not booting
- No dial tone on any extension.
- No PSTN line access on normal extension.
- Failure of EPABX power supply.
- Failure of CPU card of EPABX.

*** Level one faults have to be attended within 2 hours and to be rectified within 3 hours.**

b) Level-Two: This is defined as a failure that results in diminished functionality to the system. This may include:

- Extensions working but some EPABX functions i.e. Trunk line, Digital Card, Analog cards are not working.

File No.generalamcofepabx01

- Faults LCD display PBTs & extensions.
- Software changes/ updates or programming

*** *Level two faults have to be attended within 2 hours and to be rectified within 8 hours.***

Price bid format

SI	Configuration/Make/Model	Unit Rate	Total Rate
Quantity		(A)	(B)
		(A)	(AxB)
	NEC make EPABX system		
1	a) Extensions	64	
	b) Trunks	09	
	c) Digital Phones	06	
2	Cable maintenance from EPABX MDF TOUSER end as per list mentioned against SI no. 1		
3	Rates to be charged for per mtr. use of cable in EPABX Systems	-	-
4	Rates to be charged for Accessories used in EPABX Systems		
Total			
Tax & applicable charges			
Grand Total (inclusive of all taxes)			

Grand Total (in words) :