F. No. 18-2/2019-GSS Government of India National Commission for Minorities

Ground & 3rdFloor, Block-3, C G O Complex, Lodhi Road, New Delhi-110003

Dated 07.10.2019

TENDER NOTICE

 Sealed tenders are invited from reputed, experienced and financially sound Companies/ Firms/ Agencies/Proprietor for award of Complete Annual Maintenance Contract for the maintenance of LAN system installed in the National Commission for Minorities initially for a period of one (1) year which can be extended on mutual consent basis specifically on the performance during the preceding year.

2. The interested Companies/Firms/Agencies are to submit the tender documents complete in all respect along with Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand only) and other requisite documents and deposit the same at the Office of National Commission for Minorities. The last date of receipt of tender is 25.10.2019 at 1500 hours. The same tender will be opened by the Tender Opening Committee of National Commission for Minorities on 25.10.2019 at 1530 hours.

(Shariq Saeed)

Under Secretary to the Govt. of India

DECLARATION BY THE BIDDER

To Under Secretary to the Government of India, CGO Complex, Block -3rd, 3rd Floor, Lodhi Road, New Delhi-110003

Sub: Annual Maintenance Contract (AMC) of LAN system at NCM, Under Secretary to the Government of India, CGO Complex, Block -3, 3rd Floor, Lodhi Road, New Delhi-110003.

Dear Sir,

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We further agree to sign and execute all agreements/bonds as may be required by NCM to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by NCM at any time.

I/We enclose herewith the required documents.

Yours faithfully,

Signature of the bidder / Authorized Signatory Name
of the bidder
Address of the bidder
Seal of the Firm
Telephone No./Mobile No

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SCOPE OF WORK ANNO GENERAL INSTRUCTIONS FOR TENDERS

- The NCM office located at CGO Complex, Block-III, Ground & 3rd Floor, Lodhi Road, New Delhi 110003, requires the services of reputed, well established and financially sound company /Firm/ Agency/ Proprietorship firms for award of Annual Maintenance Contract for the maintenance of LAN system installed in the NCM.
- The contract will be initially for period of one (1) year. The period of the contract may be further
 extended provided the requirement of the Commission persists at that time or may be curtailed,
 terminated earlier owing to deficiency in service or substandard quality of service.
- 3. The bidder that is awarded the contract will ensure that complaints regarding breakdown of LAN systems are attended to on the very same day. In case of any delay, the firm will intimate the Commission for delays with sufficient reasons. The firm will also undertake pre-emptive servicing of all the LAN/Switches assigned at least once a month.
- The interested Companies/Firms/Agencies/Proprietorship firms are to submit the tender documents complete in all respects along with EMD of Rs. 10,000/- and other requisite documents and deposit the same at the NCM.
- 5. The EMD of Rs. 10,000/- refundable (without interest), should be necessarily accompanied with the bid of the bidder in the form of Demand Draft/Pay order drawn in favour of DDO, NCM, New Delhi, along with required documents. The priced bid should be kept in a sealed envelope along with these papers in the main envelope. This is to avoid making public quoted rates in case of non-submission of essential documents.
- 6. The successful bidder will have to deposit a performance security deposit of Rs. 15,000/- (Rupees Fifteen thousand only) in the form of Fixed Deposit Receipt (FDR) made in the name of the bidder but hypothecated to the DDO, NCM, New Delhi for a period of 15 months. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful bidder.
- 7. The bidder is required to enclose photocopies of the following documents (self-attested), along with the technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further for price bid:
 - (a) Self-attested copy of PAN
 - (b) Self-attested Service Tax Registration letter/Certificate;
 - (c) Self-certification to the effect that the firm has not been banned/black listed by any Ministry/Department in the past.
 - (d) Self-certified copy of GST certificate;
- 8. The Agency should have at least 3 years experience in maintenance of LAN system during last 5 years ending 31.03.2019.
- 9. Agency should have average financial annual turnover of at least Rs. 10,00,000/- during last 3 years ending 31.03.2019. Copy of Profit/Loss Account, Balance Sheet or Income Tax Return may be submitted towards proof of annual turnover.
- 10. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Bid Application must be initialed by the person authorized to sign the tender bids.
- 11. The Commission reserves the right to withdraw/cancel the tender process without assigning any reason .
- 12. The price quoted by the bidder participating in the tender process should be realistic and viable. In case two or more firms have quoted same rates, the contract will be awarded to the firm with greater experience and having its office at less distance from the office of NCM.
- 13. The bidder should fulfill the following technical requirements:
- (a) The Registered/Branch Office of the bidder should be located in Delhi/New Delhi/NCR.
- (b) The bidder should be registered with the appropriate registration authority for bid work.
- (c) The bidder should have its own Bank Account

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TERMS & CONDITIONS

- The contract is likely to be a period of one year unless it is curtailed or terminated by this Commission owing to deficiency of service, sub-standard quality of service provided, breach of contract, etc.
- The contract shall automatically expire unless extended further by the mutual consent of contracting agency and this Commission.
- The contract may be extended, on the same terms and conditions with some addition/ deletion/modification, for a further specific period mutually agreed upon by successful service providing Company/Firm/Agency/proprietor and Commission.
- 4. The bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior consent of this Commission.
- The bidder will be bound by the details furnished by him to this Commission, while submitting the tender or at subsequent stage.
- The consumable supplied should be genuine and manufactured by the original equipment manufacturer.
 Supply of spurious consumables will invite penal action including termination of the contract and blacklisting/banning of the firm.
- 7. The contract terms are interpretable under the applicable Indian Law subject to the jurisdiction of NCT of Delhi.
- 8. The Bid should be accompanied with an EMD, refundable, of Rs. 10,000/- (Rupees Ten thousand only) in the form of Demand Draft /Pay order drawn in favour of DDO, NCM, New Delhi failing which the tender shall be rejected out rightly.
- Evaluation of the Bids: Technical Bid shall be opened in the presence of the bidders or their authorized representative at scheduled time and date. The Bidders who submit all the documents mentioned will be considered as technically qualified and considered for opening the Price Bid.
- 10. The Price Bid will only be opened afterwards in presence of their authorized representatives on a suitable date and time which will be intimated to the technically eligible bidders in due course through Letter/Fax/Telephone/e-mail. Bidder who will quote the lowest rate for the tender will be awarded the job subject to the fulfillment of all other terms and conditions of the tender. Tenders containing overwriting, correction or erasing, without authentication with full signature on the page(s) of "Price Bid" and amount / quantity not shown in figures and words will be liable for rejection. Submission of the price-bid in a format other than the requisite format may be liable for rejection by the Tender Committee. In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation. The L-1 bidder will be evaluated on the basis of lowest quoted rate in the price bid
- 11. The EMD in respect of the unsuccessful agencies shall be returned to them without any interest.
- 12. Award of contract shall be made at the absolute discretion of NCM. The NCM reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the bidders shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.
- 13. NCM shall not be liable for any delay in receipt of the tender document by the bidders due to postal delay and no extension of time to the date of tender opening shall be given for this reason.
- 14. The successful bidder will have to deposit within 5 days, a Performance Security Deposit of Rs. 15,000/(Rupees Fifteen thousand only) in the form of Fixed Deposit Receipt made in the name of agency,
 hypothecated to the DDO, NCM, New Delhi covering the period of contract. In case, the contract is
 further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful
 bidder.
- 15. The agency shall submit the quarterly bill in triplicate after completion of each quarter (3 months). Payment shall be made through RTGS/NEFT on submission of necessary details of Bank A/c No., IFSC code, Branch, etc. Income Tax, Education Cess and other taxes as applicable shall be deducted at source at the rate prescribed in the Income tax Act and / or any other relevant Act from the gross value of each monthly bill

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- 16. In case of breakdown of LAN system, the successful bidder shall immediately rectify the same i.e., within 2 days to the satisfaction of the user. A penalty of Rs. 500 per day shall be levied for the delay beyond two days till such time of the repair is carried out.
- 17. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this Commission besides termination of the contract.
- 18. The agency shall be fully responsible for any loss / damage that may be caused to the premises, equipment, machinery, and other installations of NCM in the course of carrying out the job by him, and the agency is fully liable to reimburse the cost of such damages to NCM. NCM fully reserves the right to recover the cost of such damages including recovery from any sum due to the agency.
- 19. The Commission reserves right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
- 20. Any dispute or difference under or arising out of or in respect of the agreement may be referred for arbitration by a person appointed by the Secretary(NCM), CGO Complex, Block -3, 3rd Floor, Lodhi Road, New Delhi-110003 and his decision in the matter will be final and binding on the agency and company. The arbitration shall be carried out as per Arbitration Act, 1996 and Rules made there under as amended from time to time

(Shariq Saeed)

Under Secretary to the Govt. of India

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(Shariq Saeed) Under Secretary to the Govt. of India

TECHNICAL BID

For award of complete annual maintenance contract in respect of the LAN system Installed in the National Commission for Minorities.

1.	Name of bidder : Firm/Agency/Proprietor		
2.	Name of Proprietor :		
3.	Full address of Reg. Office:		
	Fax No. E-mail addre	No	
4.	Full address of Operating / Branch Office:		
	Fax No.	No	- 100 and 100 and 100 and 100 and 100 and 100 and
5.	. PAN GIR No. :(Self-attested copy)		
6.	. Service Tax Registration No. : (Attach self-attested copy)		
7.	. GST Registration No. :(Attach self-attested copy)		
8.	. Additional Information, if any : (Attach separate sheet, if required)		
9.	Details of EMD Rs. 10,000/- (Rupees Ten the D.D. / P.O. No.&Date :		
			Signature of authorized person
	Date: Place:	Name: Seal:	

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PRICE-BID

For award of Complete annual maintenance contract in respect of the LAN system installed in the National Commission for Minorities.

- 1. Name of Bidder:
- 2. Distance of office from the office of NCM (In Km):
- 3. List of System for instant AMC:

S. No.	Model No.	Make/ Year of Purchase	Total Nos.	AMC rate for whole system (Annual) (in figure)	AMC rate for whole system (Annual) (in words)
1.	LAN System	D-Link (14-15) 80 ports and 60 ports Total 7 switches of 24 sockets	2		

Signature of au	thorized	person
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Date:

Place:

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Signature

Name:

Seal: