

**GOVT OF NCT OF DELHI
OFFICE OF THE MEDICAL SUPERINTENDENT
ARUNA ASAF ALI GOVT HOSPITAL
5, RAJPUR ROAD, DELHI-110054**

No. F. 8(122)/2008-9/AAAGH/

Dated:

LIMITED TENDER ENQUIRY FOR CAMC of ERICSSON EPABX SYSTEM

Sealed quotations are invited from authorized dealers for Comprehensive Annual Maintenance Contract for ERICSSON EPABX system TB- 91277473 (Model Ericsson BP- 250) equipped with 16 Trunk Analog, 16 Digital Extensions + 144 Analogs in Aruna Asaf Ali Government Hospital (AAAGH), Rajpur Road, New Delhi as follows:

EMD in form of FDR :	Nil
Start date of issue of Tender :	04.07.2016
Last date for submission of Tender :	15.07.2016 Upto 1.00P.M.
Tender opening date &Time :	15.07.2016 at 2.00P.M.
Tender opening Venue :	Room No.101, Medical Superintendent, AAAGH, 5-Rajpur Road, Delhi-54

The tender form with detailed Terms and Conditions is available on Delhi Govt. website at http://delhi.gov.in/wps/wcm/connect/doit_aruna/Aruna_Hospital/Home/Tenders , http://www.delhi.gov.in/wps/wcm/connect/doit_health/Health/Home/Tender/ and <http://delhi.gov.in/wps/wcm/connect/doit/Delhi+Govt/Delhi+Home/Tenders>. The same can be downloaded from the website free of cost. Firms may contact the office of In-Charge (Telecom)/ ictelecomaaagh@gmail.com for additional information/any clarification. In case a holiday is declared by the Government on the day of opening of the Tender/Bids, the same will be opened on the next working day at the same time. Corrigendum if any in R/O this tender shall only be uploaded at the above website and will not be advertised in the newspapers. The bidders are therefore advised to keep themselves updated for any corrigendum.

The tender form (in pro-forma) completed in all aspects, duly signed by Tenderer/ Authorized person with stamp of the firm on each page should be put in tender box placed in the Room No. 102, AAAGH, 5-Rajpur Road, Delhi-54 by 1.00 P.M on 15.07.2016. No tenders will be accepted after this. Tender will be opened on the same day, i.e. 15.07.2016 at 2.00 P.M. by Tender Opening Committee in the Room of Medical Superintendent, AAAGH, 5-Rajpur Road, Delhi-54 in the presence of tenderers or their authorized representatives who may wish to be present on that day & time.

The Medical Superintendent AAAGH, 5-Rajpur Road, Delhi-54, reserves the right to accept or reject the tender without assigning any reason thereof.

**Medical Superintendent
Aruna Asaf Ali Govt. Hospital**

TERMS AND CONDITIONS:-

1. The bidding firm shall be an authorised dealer of the system and having experience in such maintenance work during the last 2 years
2. Bidding firm should not have been black-listed/debarred by any government institution during the last 3 years. Such tenders shall be rejected.
3. If any information/documents furnished by Bidder are found to be incorrect/fake/forged at any time, the proposal/contract will be terminated without any notice and the Security Deposit will be forfeited.
4. The applicant should not have any criminal liability (Affidavit in this regard to be submitted in pre-qualification bid as detailed in Annexure I) and must not be a minor.
5. The successful bidder will have to sign an agreement with the competent authority of the hospital for CAMC of EPABX initially for a period of One year which can be renewed for further two years annually on satisfactory services of the licensee and on mutual consent. The Medical Superintendent of Aruna Asaf Ali Government Hospital reserves the right to extend the contract further.
6. Performance Security:-The successful bidder will be required to deposit 10% of the CAMC charges in the form of FDR/DD drawn in favour of **“Medical Superintendent, Aruna Asaf Ali Government Hospital”** and payable at Delhi with the validity of 15 months from the date of contract. The security money of the successful bidder will be returned after expiry of the contract satisfactorily. No interest will be paid on the security money. In case on renewal, the firm shall renew the validity of the demand draft as above.
7. The payment to the firm shall be made on quarterly basis upon submission of receipt bill in triplicate by the contractor along with satisfactory report of the hospital.
8. In case the bidder fails to commence/execute the work as stipulated in the tender document or in the event of non-commencement or unsatisfactory performance; or if there is a breach of any terms and condition of the contract, Medical Superintendent, Aruna Asaf Ali Government Hospital, Delhi, reserves the right to withhold the payment and forfeit the security deposit as required and also terminate the contract even before the expiry of the contract period.
9. A bidder submitting a tender would be presumed to have considered and accepted all the terms and conditions of the tender.
10. No bidder or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further his business interest. Upon doing so, tender of the concerned bidder will be rejected without assigning any reason.
11. If any complaint of misbehaviour or mishandling of goods and services by bidder or its representative comes into the knowledge of the hospital authorities, all such

responsibility shall lie on the bidder. He will be responsible to make good for the losses so suffered by the department.

12. The competent authority reserves the right not to renew the agreement after a period of One year without specifying any reason to the CAMC.
13. The CAMC work will be under supervision of a Nodal Officer appointed by the Medical Superintendent and instructions given by Nodal Officer from time to time will be strictly followed.
14. In the event of any breach/violation or contravention of any terms and conditions by the firm, the security deposit of the bidder shall be forfeited by the Medical Superintendent, Aruna Asaf Ali Government Hospital, Delhi.
- 15. The CAMC work shall be started within 7 days of the allotment letter, failing which the allotment is liable to be cancelled. CAMC holder fails to execute the work in the specified period, performance security shall be forfeited.**
16. Medical Superintendent, Aruna Asaf Ali Government Hospital, Delhi has the full and exclusive right to accept or reject any of the proposals without assigning any reasons.
17. 55 lines are in use presently in AAAGH.
18. There should be at least one registered office in Delhi.
19. In case of increase/ decrease no. of lines payment will be done on prorata basis according to charges as per (B) in annexure II.
20. Agreement as per Annexure III to be signed by successful bidder only. L1 will be calculated according to C. And $C = A + (55XB)$ of Annexure II.

PROCEDURE OF SUBMITTING TENDER DOCUMENT

Tenderers should strictly follow the instructions given below:

1. The tender is required to be prepared in one sealed envelope super-scribed with **LTE for CAMC of Ericsson EPABX in AAAGH**, Date of Opening, Name and Address of the Tenderer, containing two sealed envelopes i.e. One for Technical Bid & second for Price Bid.
2. **TECHNICAL BID:** The envelop should be super-scribed as “**Technical Bid**” for **LTE for CAMC of Ericsson EPABX in AAAGH** and should contain the following. All documents stamped and signed by authorized person:–
 - a. Copy of OEM/Dealership Certificate/Authorization certificate.
 - b. Copy of Authorization certificate/ Proprietary certificate of the company.
 - c. Copy of Identity Proof of Proprietor/ Authorized Person of the firm.
 - d. Copy of 2 yrs. Performance certificate in last 3 yrs. (2013-14, 2014-15 and 2015-16) about similar type of systems already being maintained by them.
 - e. Copy of PAN No. of company/proprietor.
 - f. Copy of Income Tax return for the F.Y. 2014-15 & 2013-14 of the company.
 - g. Copy of TIN No. to be submitted.
 - h. Copy of VAT/ Sales Tax Registration Number.
 - i. Copy of Duly signed Undertaking as per Annexure-I.
 - j. Copy of Address proof of registered office in Delhi.
3. **PRICE BID:** The envelop containing the price bid should be super-scribed as “**Price Bid for LTE for CAMC of Ericsson EPABX in AAAGH**” and should contain the following:
 - a. Duly filled prescribed schedule as per Annexure-II, to quote the rates and duly signed by the tenderer with stamp of the agency. Incomplete schedule is liable to be rejected.
 - b. Conditional Price Bid will be out-rightly rejected.
4. **Procedure for opening Tender:** The tender shall be opened in two stages. First, the tender opening committee will open the technical bid and examine and scrutinise the technical competence of the bidder. The price bids of only the technically qualified bidders will then be opened for consideration of the price bids.

IN TECHNICAL BID ENVELOPE

Annexure-I

UNDERTAKING BY THE TENDERER (S)

**Name Of Work: Comprehensive Annual Maintenance Contract Of Ericsson EPABX
System At Aruna Asaf Ali Govt Hospital, Rajpur Road, Delhi**

1. I/We hereby confirm that I/we am/are authorized dealer/service for **Ericsson EPABX System**
2. I/We hereby confirm that I/we accept all the terms and conditions of the tender document.
3. I/We declared that I/We am/are not black listed by any Government/ Semi-Government Organization
4. I/We hereby confirm that no criminal case is pending against me/us

Date: _____

Signed for and on behalf of tenderer(s) Name of tenderer(s)

Place: _____

Seal and signature of tenderer

Name : _____

Address : _____

Telephone No : _____

Fax Number : _____

E-Mail : _____

Note: This declaration should be signed by the bidder's authorized representative on company letterhead who is signing the bid and submitted as a part of technical bid.

IN PRICE BID SEPARATE ENVELOPE

Annexure-II

PRICE BID

Name Of Work: Comprehensive Annual Maintenance Contract Of Ericsson EPABX System At Aruna Asaf Ali Govt Hospital, Rajpur Road, Delhi

Following work are required in AAAGH.

Sl. No.	Nature of work/Equipment	Rate, in Figure (Exclusive of taxes)	Rate, in Words (Exclusive of taxes)
1.	Maintenance of EPABX system TB-91277473 (Model Ericsson BP- 250) installed in AAAGH including all parts (A)		
2.	Maintenance of Telephones in good working condition, including wires and parts, as required per line (B)		

Note: L1 will be calculated according to price bid $A + (B \times 55) = C$

Signature of Authorized Bidder : _____

Name of Authorized Bidder: _____

Name & Address of Firm: _____

Telephone No. : _____

Stamp of Firm:

1.0 SCHEDULES TO THE AGREEMENT:

The following schedules form an integral part of this agreement:

Schedule-I – Ericsson BP 250 EPABX System

- 1.1 However during the currency of the agreement, the department is at liberty to add to, or delete from, this schedule One number of EPABX Model ERICSSON BP-250 if so warranted. In case of addition of work, services shall be performed; the same will be done on additional charges on prorated basis as per (B) in Price Bid.

2.0 TERMS & CONDITIONS OF THE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR THE EPABX MODEL ERICSSON BP- 250 IN THE ARUNA ASAF ALI HOSPITAL GOVT. OF NCT OF DELHI

- 2.1 The second party, shall truly and faithfully carry on the said job as done by the services / business houses in proper manner/standard fashion for the Comprehensive Annual Maintenance of the EPABX MODEL ERICSSON BP-250 of the first party to the full extent and satisfaction of first party for the whole period of one i.e. from _____.
- 2.2 The Comprehensive Annual Maintenance Contract includes preventive maintenance / Quarterly regular services of the EPABX Model ERICSSON BP- 250 and all lines are Telephone replacement of any item necessary for keeping the EPABX model ERICSSON BP- 250 and all the lines are Telephone of the Aruna Asaf Ali Hospital, Govt. Of National Capital Territory of Delhi, active and free from any defect / disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measure / steps on time to set right the malfunctioning of the EPABX model ERICSSON BP- 250 and /or all lines and Telephone. The replacement of the spares is included under the CAMC. The replacement of defective spares with good quality and standard spares will be done by second party without any extra charge of any kind.
- 2.3 The comprehensive Annual Maintenance shall be carried out primarily at the premises of the Aruna Asaf Ali Hospital, Govt. of National Capital Territory of Delhi, during office hours. In case, the second party feels that the equipment cannot be repaired at site. They will carry and deliver the equipment at their own cost and risk to get it promptly.
- 2.4 The Operating environment condition in which the equipment is presently installed is quite satisfactory and the second party will not raise any condition with regard to the working environments for the equipment covered under CAMC.
- 2.5 Response time for maintenance call should not exceed 48 hours from the time of information received by the company on e-mail : _____
- 2.6 On every visit (preventive or on complaint) a work done report has to be signed by officer in charge of AAAGH.
- 2.7 If the services are not up to the satisfaction of authorities, payment in part of full may be deducted as a penalty and the contract for the remaining period may be terminated.
- 2.8 CAMC period will be of 1 year, it may be extended yearly for another two years by the Medical Superintendent and with consent of firm, on same rates & terms and conditions, on satisfactory report.

3.0 PAYMENT TERMS:

- 3.1 The total maintenance charges for EPABX 250 for one year are Rs. _____ and Rs. _____ for maintenance of wiring and telephone instruments (plus service taxes and VAT as applicable at the time of billing). The **COMPREHENSIVE ANNUAL MAINTENANCE CHARGES** shall be payable to the second party. The payment towards the Comprehensive Annual Maintenance Contract will be made in quarterly mode after every quarter after work satisfactory report & submitting quarterly preventive maintenance report. For this purpose, the second party will have to submit the bill in the name of first party and payment shall be made.

3.2 Enhancement or decrease of taxes shall be claimed by the second party as applicable according to Govt. of India at the time of billing.

3.3 In the event of non-satisfactory performance of maintenance services by the second party, first party shall have the right and discretion to terminate this agreement by giving one month notice.

4.0 FORCE MAJEURE:

4.1 The Govt. of National Capital Territory of Delhi or the second party, against the other, in case of any failure or omission or calamities such as fires, floods, attack of rodents, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the govt. , lock-outs, strickers, riots, embargoes from any political reasons beyond the control of any party including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on accounts of the above events the notifying party.

4.1.1 Has delayed the performance of its work as it was beyond its reasonable control and it has not due to negligence or default on its party.

4.2 Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

5.0 ASSIGNMENT:

The second party shall not assign this agreement or any part, thereof or any benefit there under without the written consent of Govt. of National Capital Territory of Delhi to any other party.

6.0 ARBITRATION:

6.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of Lt. Governor of Delhi. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.

6.2 The parties shall continue to perform their obligations under this agreement during arbitration proceedings.

6.3 The venue for arbitration will be New Delhi.

7.0 RENEWAL:

7.1 This contract can be renewed for further two years done yearly if desired so by both parties after the expiry of the present contract.

8.0 THE AGREEMENT:

8.1 This document with Schedule I hereto signed by both the parties shall constitute the entire agreement binding on both the parties.

8.2 This agreement has been executed in the English Language in two originals and each party has retained one original. In witness whereof each of the parties hereto has caused this agreement to be executed as on the day, month and the year first above written.