

No. 25014/1/2012-Genl
Ministry of Minority Affairs
Government of India

11th Floor, Paryavaran Bhawan,
CGO Complex, Lodhi Road,
New Delhi, dated 21st November, 2012

Due date & time:-26.11.2012 at 4.00 pm
Date and time of opening:- 27.11.2012 at 3.00 pm

To

Shri Ravinder Raina
Country Head
M/s NEC India
7th Floor, Ashoka Estate,
24, Barakhambha Road,
New Delhi.

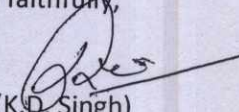
Sub:-Invitation of Bids for supply and installation of NEC KTS System in Ministry of Minority Affairs.

Sir/Madam,

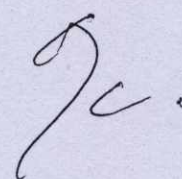
Ministry of Minority Affairs invite sealed tenders from the reputed and well experienced authorized Dealer /distributor (NEC make model - Aspila EX)for supply and installation of Two number Key Telephone system at the residential offices of Hon'ble Minister(MA) & Hon'ble MoS (MA) as per specification as per Annexure-I, II and terms and conditions as per Annexure-III.

You may request the authorized dealers/distributors of NEC Key Telephone System to submit Technical and Financial bids in sealed cover, so as to reach the undersigned **latest by 26.11.2012 at 4.00 pm.**

Yours faithfully,


(K.D. Singh)

Under Secretary to the Government of India
Phone:24364314



Annexure. I

Name of work: Supply and installation of NEC make model – Aspila EX EPBAX 8X24X8 System Key Telephone model no. TSXH21 at the residential office of Hon'ble Minister for Minority Affairs.

SL No.	Item Description	Qty.	Rate	Amount
1.	SITC OF & Digital Integrated Multimedia Exchange equipped with: 08 Analog PSTN Lines 16 Digital Extensions 08 Analog Extensions Provision for Hot stand by Duplication of controller (CPU & Power Supply Unit) <ul style="list-style-type: none"> • CLI on PRI and Analog Trunk • Programmed Data Storage on Flash ROM • IP / VOIP Ready • PCM /TDM • Pentium-III, 600MHz Processor • 100% Non- Blocking • Deature transparency over networked PBXs. • Universal Port Architecture • Migration Protection to 100% IP Telephony Make : NEC – Aspila EX ISO(latest) .	01 no.		
2.	MDF IPM protection 100 pair Box with modules	01 no		
3.	24 Digital Phone key Phone	10 nos		
4.	Caller ID Phone	02 nos.		
5.	VOIP Card	01 no.		
6.	Voice Mail 04 ports	01 no.		
7.	Cordless Phone KXTG-3811	01 no.		
8.	Installation and Commissioning charge			

Name of work: Supply and installation of NEC make model – Key Telephone System, Key Telephone model no. TSXH21 at the residential office of Hon'ble MOS in MOMA

SL No.	Item Description	Qty.	Rate	Amount
1.	<p>SITC OF & Digital Integrated Multimedia Exchange presently Equipped with:</p> <p>08 Analog PSTN Lines 16 Digital Extensions 08 Analog Extensions</p> <p>Provision for Hot stand by Duplication of controller (CPU & Power Supply Unit)</p> <ul style="list-style-type: none"> • CLI on PRI and Analog Trunk • Programmed Data Storage on Flash ROM • IP / VOIP Ready • PCM /TDM • Pentium-III, 600MHz Processor • 100% Non- Blocking • Deature transparency over networked PBXs. • Universal Port Architecture • Migration Protection to 100% IP Telephony <p>Make : NEC ISO make.</p>	01 nos.		
2.	MDF IPM protection 100 pair Box with modules	01 nos		
3.	24 Digital Phone key Phone	10 Nos		
4.	Caller Id Phone	02 nos.		
5.	Hot stand by card for CPU	01 nos.		
6.	Voice mail 04 ports	01nos.		
7.	Cordless Phone KXTG- 3811	01 nos.		
8.	Float cum boost charger	01 nos.		
9.	Installation & commission charges			

TERMS & CONDITIONS

1. Standard/General

- a. Bids should be valid for a minimum period of ninety days after the due date.
- b. The Quotation letter should be addressed by designation and the sealed envelopes containing the quotations is addressed by name to officer signing this inquiry. The envelopes should be superscribed in bold letter Quotation for supply and installation of NEC KTS System .
- c. The bidder must be a reputed manufacturer with ISO certificate (latest) or his authorized representative of the type of product offered. In case of representative, the authority letter from the manufacturer/distributor may be submitted alongwith copy of ISO Certificate of Manufacture.
- d. The bidder should have atleast Five Years experiences in supply of tendered items and must have supplied at least two KTS systems of similar configuration in the last financial year to Govt. Department/PSUs/reputed Organization and copy of purchase order must be furnished alongwith technical bids failing which bid shall be rejected.
- e. The bids must reach the undersigned on or before the due date i.e 22.11.2012 by 4.00 PM. Bids received after due date and time are liable to be rejected. In the event of due date being declare a Holiday for Central Government Offices, the date for submission of the bids will be following working date at appointed time and venue. Technical Bids shall be opened on the next day at 3.00 pm in the presence of Bidders, who are present.
- f. The rates should be quoted in Indian Rupees for delivery at premises of the Department. All prices should be fixed and should not be subject to escalation of any description. The rates must be excluding of VAT/CST, which shall be paid by the Dept. separately as applicable. However, these would be considered at the time of evaluation.
- g. Form "D" for grant of Central Sales Taxes Concession for goods originating outstation will be furnished by this Department. Rates should be quoted accordingly.
- h. Complete Technical Details along with make, model, complete specification, literature of the systems highlighting the special feature of their offer should be supplied along with the technical bid.
- i. It may be specifically mentioned whether quotation in strictly as per tender specification/conditions. If not, deviation must be spelt out specifically in the technical bid. In the absence of this, the quotation will be rejected.
- j. Please give the Registration number of the firm along with the CST No./VAT No./ESI No/EPF No. Service Tax No. allotted by the concerned authority in your quotation. Incomplete are liable to be rejected.
- k. The department reserved the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever.
- l. Quotations received without supporting document are liable to be rejected.
- m. Bidder shall sign all pages of quotation and drawing forwarded with the quotation.
- n. In case of any discrepancy between rate mentioned in the figures and word, the later shall prevail. Further, in case of any discrepancy between unit price and total price, the price quoted; as unit price shall prevail.
- o. The Department may waive any minor infirmities or seek any clarification, if so desired.

accept it after he has submitted his tender or any endeavor to secure any interest for an actually or prospective tenderer or to influence by any means the acceptance or the particular tenders, the tenderer will liable to be exclusion from consideration.

2.EARNEST MONEY DEPOSIT (EMD)

- a. Each quotation must be accompanied with Earnest Money Deposit for Rs. 20,000/- shall be in the form of Demand Draft/Pay Order in the name of DDO, Ministry of Minority Affairs, New Delhi. Quotations received without Earnest Money Deposit are liable to be rejected. However, firms who are registered for supply of items in question with DGS&D/NSIC should invariable accompany the tender failing which bids may be rejected.
- b. Earnest Money is liable to be forfeited and bid is liable to the rejected, if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
- c. If the successful bidder fails to furnish the Performance Security as per clause 4 below within 15 days of the placement of the purchase order, the earnest money shall liable to be forfeited by the Department.
- d. The Earnest money of all the unsuccessful bidders will be returned as early as possible after the expiry of the period of the bid validity and after issue of the purchase order. No interest will be payable by the Department on the Earnest Money Deposit.

3.LIQUIDATED DAMAGE

If the firm fails to deliver any or all of the items within the period specified in the purchase order, the Department shall without prejudice to its other remedies, deduct as liquidated damage 1.5% of the price of the delayed goods for each and every week (part of the week shall be considered as full week) subject to maximum of 7.5% of the delayed supply value and the same shall be deducted from the bill (s) or any other payment due to the party. Department shall be at liberty to cancel the purchase order and may also forfeit the Performance Security, in case, firm fails to deliver the items within stipulated delivery period or provide satisfactory after sale service during warrantee period.

4.PAYMENT

100% payment shall be made by the Department on receipt, satisfactory installation, commissioning, testing and acceptance of the equipment as well as receipt of pre-receipted bill in triplicate.

5.FORCE MAJEURE

Notwithstanding the provision of the clause 09, the firm shall not be liable for forfeiture of its performance Security, liquidated damages or termination form breach, if and to the extent that, its delay in performance or other failure to perform its obligation under the Agreement is the result of an event of Force Majeure. For purpose of this Clause, " Force Majeure" means an event beyond the control of the firm and not involving the firm's fault of negligence and not foreseeable. Such events may include, but are not restricted to, act of the firm either in its sovereign or contractual capacity, wars or revolutions, fire, floods, epidemics, quarantine restrictions and freight embargoes. If the Force Majeure situation arises, the firm shall promptly notify the 'Department' in writing of such condition and the cause thereof. Unless otherwise directed by the 'firm' in writing the firm shall continue to perform its obligation under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

cause thereof. Unless otherwise directed by the 'firm' in writing the firm shall continue to perform its obligation under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.LEGAL OBLIGATIONS

a. All disputes are subject to the jurisdiction of court in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with laws of India.

b. **ARBITRATION:**

In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, than the Department will appoint the sole Arbitrator? The provisions of Arbitration and Conciliation Act, 1996 will apply. The Arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996 or of any modifications or reenactment there of including the rules framed there under.

BID FORM

1. Tender No. : Due date :
2. Name and Address of Bidding Firm : _____
3. Name and Designation of the person Signing the bid : _____
4. Mobile/Land Line Telephone Number : _____
5. Earnest Money Deposit Details : _____
6. CST/VAT Registration Certificate No. Service Tax Registration No. (copy enclosed) : _____
7. PAN Number (Copy enclosed) : _____
8. Copy of last three FYs ITR. : _____
9. Copy of certificate issued by Manufacture/ Distributor for Aspila EX NEC : _____
10. Terms and Conditions mentioned in the Invitation of bid are ACCEPTABLE/NOT-ACCEPTABLE : _____
11. Deviation in Terms and conditions/ Specifications (if any) : _____
12. Capacity in which bid is signed by the Bidder (Proprietor/ Partner/ Director) : _____
13. ESI No./ EPF No. (copy enclosed) : _____