



File No.10/129/2017-NCLAT

NATIONAL COMPANY LAW APPELLATE TRIBUNAL

3rd Floor, Pt. Deen Dayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003.

Dated 22th March, 2018

NOTICE INVITING TENDER (NIT)

The National Company Law Appellate Tribunal invites sealed quotations as per the enclosed proforma for Comprehensive Annual Maintenance Contract (CAMC) in respect of EPABX System alongwith all telephone instruments.

Last date & Time for Submission: 25.04.2018 at 03.00 PM

Date/Time for opening of bids: 25.04.2018 at 05.00 PM

3. At any time prior to the deadline for submission of bids, the Competent Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the tender notice by amendment. Such amendments shall form an integral part of the tender notice and it shall amount to an amendment of the relevant clause of the tender notice.
4. The prospective bidders are required to keep a watch on the website of the National Company Law Appellate Tribunal (www.nclat.nic.in) and of the Ministry of Corporate Affairs (www.mca.gov.in) for any amendment to the tender notice or to the clarification to the queries raised by the bidder(s).
5. The Competent Authority reserves the right to reject the bids if they are submitted without taking into account these amendments/clarifications.

6. In order to allow the prospective bidders reasonable time in which to take the amendment into account in preparing the bids, the Competent Authority may at its discretion, extend the deadline for the submission of the bids.
7. The bidders are required to send their tender alongwith a demand draft of ₹5000/- (Rupees Five thousand only) drawn in favour of "Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi" as Earnest Money by way of Demand Draft (DD) / Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) which will be refundable without interest to the unsuccessful tenderers on written request or by Speed Post, at the risk of the tenderers. The name of the item and the firm should be written on the back side of the Demand Draft. The tenderers holding a valid NSCI/MSME Certificate may furnish the same in the EMD envelope itself for the purpose of exemption of EMD.
8. The EMD of the unsuccessful bidders would be returned after the finalization of the tender process. However, in the case of the successful bidder, the EMD would be returned only after the bidder deposits necessary Performance Security with this Tribunal.
9. The successful bidder is required to deposit an amount equivalent to 10% of the contract value as Performance Security by way of FDR of any Nationalized Bank, drawn in favour of the "Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi", within seven days from the date of acceptance of the bid. The Performance Security would be refunded after a period of one year of the completion of the work.
10. After the acceptance of the bid, the successful bidder has to undertake the job specified in the Tender Notice under the overall supervision and guidance of the

Competent Authority of this Tribunal. The work has to commence within seven days from the date of award of the contract.

11. Since time is the essence of the contract, the work awarded shall be undertaken by the bidder within the time specified by the Competent Authority in NCLAT. Failure to adhere to the time schedule so specified, the Competent Authority shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as penalty, a sum equivalent to 1% per day or part thereof until actual completion of work subject to a maximum of 10% of the contract value. Once the maximum is reached, the Competent Authority may consider termination of the Contract pursuant to Clause 14 of the Terms and Conditions annexed to the tender notice.

12. The bids will be opened in the presence of the representatives of the bidders, if any. **Requests for postponement will not be entertained.** The Competent Authority reserves the right to accept/ reject any or all bids either in part or in full without assigning any reasons thereof.

13. The bids shall be sent in sealed covers super scribed “Bid for Comprehensive AMC of EPABX System” by post/speed post/registered post or submitted at the Dak Counter at B-3 Wing, 3rd Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi. The bids shall be addressed to the “Registrar, National Company Law Appellate Tribunal, 3rd Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003”.

14. The detailed terms and conditions are enclosed herewith.


(Umesh Chandra)
Deputy Registrar

TERMS AND CONDITIONS

- (1) The tenderers are required to quote their lowest rates and they are also required to mention clearly the parts/accessory which will not be included in the Comprehensive AMC and will have extra charges for replacement repairs etc. including supplying/laying additional wires etc.
- (2) The successful tenderer shall have to clearly mention extra chargeable items on Service Report alongwith other relevant details duly signed by the officer concerned. The Service Report shall have to be attached to the bill.
- (3) Payment of the bills will be made after complete scrutiny of bills and Satisfactory Service Reports etc.
- (4) The rates shall be quoted strictly as per the specifications mentioned in the tender notice. The rates for the works/items shall be quoted and the bids for any one work/item only will be summarily rejected.
- (5) The rates should be valid for two years from the date of award of the contract.
- (6) Any complaint(s) of EPABX System and all intercom instruments including that of dismantling, reinstallation etc. will have to be attended to immediately after its lodging i.e. within 2 hours including Saturdays, if the complaint is made on or before 5.00 PM, if not by next day morning. If the defect is not rectified immediately due to major fault then successful tenderer will have to provide standby intercom instrument at site.

- (7) If the complaints are not attended to and set right within the stipulated time then penalty as deemed fit by the NCLAT will be imposed and deducted from the dues in addition to forfeiture of Security Deposit.
- (8) The rates of taxes and duties, as applicable, should be clearly indicated wherever chargeable.
- (9) Over-writing/overtyping or erasing of the figures are not allowed and shall render the tender invalid.
- (10) The NCLAT, in its discretion, reserves the right to reject or accept any or all the tenders, partly or completely, at any time without assigning any reason therefor.
- (11) Even after the grant of CAMC, NCLAT reserves the right to terminate the services at any time, if the same are not found satisfactory and in that case, the security deposit may be forfeited and/or other penalty as deem fit may be imposed.
- (12) Payment of the bills will be made after complete scrutiny of bills and satisfactory service report etc.
- (13) The firm should be registered with relevant authorities (Registration with GST, service tax, PAN No. etc. Self-attested copy of registration to be enclosed).
- (14) The firm should have experience of minimum three years of having successfully executed similar work in the Government Department/PSU, etc. (Self-attested copies of certificate/work orders to be enclosed).

- (15) The tenderer should have sufficient infrastructure, experience and qualified staff and competent staff to ensure immediate attending to complaints by qualified persons even on Saturday and odd hours.
- (16) No advance payment or part payments would be made. The payments will be made on completion of each quarter. The details of the bank account including NEFT shall be provided for the purpose of processing the final bill.
- (17) The acceptance of the bid would rest with the Competent Authority, National Company Law Appellate Tribunal, who does not bind itself to accept the lowest quotation and reserves the right to reject or partially accept any or all the quotations received without assigning any reason.
- (18) Termination for Default. The Competent Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, terminate the Contract in whole or part:
- (i) If the successful bidder fails to complete all or any of the work within the period specified in the tender notice, or within any extension thereof granted by the Competent Authority; or
 - (ii) If the successful bidder fails to perform any other obligation(s) under the Contract.
 - (iii) If the successful bidder, in the judgment of the Competent Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- (19) **Corrupt and fraudulent practices:** The Bidders/Suppliers/contractors under this contract shall observe the highest standard of ethics during the procurement and execution of this contract. They shall not indulge in any 'Corrupt practice' of offering, giving, receiving or soliciting anything of value to influence the action of a public official in the execution of the contract. They shall not adopt any 'Fraudulent practice' like misrepresentation of any fact(s) in order to influence the tender process or the execution of the contract to the detriment of the Department, which includes any collusive practice among the Bidders (prior to or after bid submission) so as to deprive the Department of the benefits of free and open competition.
- (20) The Competent Authority would reject a proposal for award of work if it is found that the Bidder recommended for award of the contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (21) Dispute, if any, will be subject to jurisdiction of NCT of Delhi.



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Dated 22th March, 2018

PROFORMA

FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT IN RESPECT OF MATRIX MAKE EPABX SYSTEM (MODEL NO.EG-12S) ALONGWITH ALL INTERCOM INSTRUMENTS INSTALLED IN THE OFFICE PREMISES OF NATIONAL COMPANY LAW APPELLATE TRIBUNAL.

1. Name of the Tenderer with address :
2. Name of the contact person with telephone/ mobile no. :
3. Fax number :
4. Details of rates :

| Sl. No. | Description of works | Rate per annum / per metre |
|---------|---|----------------------------|
| 1. | Comprehensive Annual Maintenance Contract in respect of one Matrix make EPABX System (Model No.EG-12S, Total 84 lines) alongwith all intercom instruments (20 Digital instruments and 64 Normal instruments). | |
| 2. | Providing and fixing of additional double pair telephone wire of 'Plaza' make or other 'ISI make per metre including labour charges (mention make of wire). | |
| 3. | Providing and fixing of additional single pair telephone wire of 'Plaza' make or other 'ISI make per metre including labour charges (mention make of wire). | |

5. Items/parts which will not be included in the Comprehensive AMC alongwith their rates :
6. Details about infrastructure, experience, Name and qualification of staff members :
7. Details of prominent clients/customers :
8. Percentage of VAT (cabling & battery) :
9. Whether all the terms and conditions of Notice inviting tenders are acceptable :

Dated: _____

Signature with stamp