



**F.No.10/128/2017-NCLAT**

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL**

3<sup>rd</sup>, Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road,  
New Delhi-110003.

**Dated: 21<sup>st</sup> December, 2017**

**NOTICE INVITING TENDER (NIT)**

**Subject:** Inviting proposals from reputed firms/companies for Comprehensive Annual Maintenance Contract of Desktop Computers, Printers and UPS installed in the office premises of National Company Law Appellate Tribunal, 3<sup>rd</sup> Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi.

National Company Law Appellate Tribunal (NCLAT) invites sealed tenders in two bid system from reputed firms/companies who have sound knowledge as well as technical and financial capabilities for Comprehensive Annual Maintenance Contract of Desktop Computers, Printers and UPS, as per following details.

<b>Sl. No.</b>	<b>Description of works</b>
1.	Comprehensive AMC of All-in-One Desktop Computer
2.	Comprehensive AMC of Desktop Computer
3.	Comprehensive AMC of Laser Printer (B/W)
4.	Comprehensive AMC of Multifunctional Printer (B/W)
5.	Comprehensive AMC of Multifunctional Printer (Colour)
6.	Comprehensive AMC of Offline UPS
7.	Comprehensive AMC of Online UPS 20 KVA
8.	Comprehensive AMC of Online UPS 15 KVA
9.	Comprehensive AMC of Online UPS 10 KVA

**Last date & Time for Submission of bids: 19.01.2018 at 05.00 PM**

**Date/Time for opening of Technical Bids: 22.01.2018 at 03.00 PM**

**Date/Time for opening of Financial Bids: 30.01.2018 at 03.00 PM**

Interested parties may submit their detailed proposal along with the certificate towards acceptance of the aforesaid terms of agreement, agency profile viz. documents in support of experience in the related field and any other document, which they may consider proper.

The prospective bidders are required to keep a watch on the website of the National Company Law Appellate Tribunal ([www.nclat.nic.in](http://www.nclat.nic.in)), Ministry of Corporate Affairs ([www.mca.gov.in](http://www.mca.gov.in)) and CPP Portal ([eprocure.gov.in](http://eprocure.gov.in)) for any amendment to the tender notice or to the clarification to the queries raised by the bidder(s).

The Competent Authority reserves the right to reject the bids if they are submitted without taking into account these amendments/clarifications.

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.

The bids shall be submitted along with a crossed Demand Draft of a value of ₹25,000/- (Rupees Twenty Five Thousand Only) towards the Earnest Money Deposit (EMD), drawn in favour of the “Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi”. The bids received without EMD or bids incomplete in any manner would be summarily rejected.

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.

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.

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 firm has to commence the contract and shall provide the qualified engineer within seven days from the date of award of the contract, who shall be present in NCLAT during office hours throughout the contract period.

The personnel deployed by the successful bidder has to perform their duties under the overall supervision and guidance of the Competent Authority of this Tribunal or any other officer designated by the Competent Authority.

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.

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.

The contractor(s) shall not delegate, transfer or assign the contract or any part thereof without the prior written approval of the NCLAT. In the event of the contractors contravening this condition, the NCLAT is entitled to terminate the contract and recover any loss or damage which the NCLAT may sustain in the event of NCLAT entering into a new contract.

**The bids shall be sent in two separate sealed covers super scribed as under:-**

- (1) Technical Bid along with EMD for Comprehensive AMC of Computers, Printers & peripherals.
- (2) Financial Bid for Comprehensive AMC of Computers, Printers & peripherals.

The above two sealed covers shall be put in one sealed cover super scribed **“Bid for Comprehensive AMC of Computers, Printers and peripherals”** and sent by post/speed post/registered post or submitted at the Reception Counter. The bids shall be addressed to the **“Registrar, National Company Law Appellate Tribunal, 3<sup>rd</sup> Floor, Antyodaya Bhawan, Lodhi Road, CGO Complex, New Delhi – 110 003.”**

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.

The detailed terms and conditions are enclosed herewith.



(Umesh Chandra)  
Deputy Registrar

## QUALIFICATIONS FOR TECHNICAL BID

- (1) The firm should be in existence for over 5 years in the trade with Annual Maintenance Contracts worth more than Rs.30 lakh per annum during the last 3 years.
- (2) Audited balance sheet for last three years showing that the bidder has a minimum per annum turnover of at least 5 crore.
- (3) Company should be an ISO 9001:2008, ISO 20000-1: 2011 & certified for servicing.
- (4) The firm also must have expertise and experience in LAN troubleshooting. The bidder should have executed satisfactorily minimum one Annual Maintenance Contract of more than 500 computers connected in LAN under Linux/Window NT environment for at least two years consecutively.
- (5) Firm should be authorized supplier of any one of the companies like /HP/Lenovo/Brother etc. The vendor will be required to liaison with the O.E.M. for maintenance of these computers/printers/UPSs and network equipments etc.
- (6) Firm should be authorized warranty service provider of any one of the companies like/HP/Lenovo/Brother etc. and certified copy of the same has to be submitted against this tender.
- (7) List of engineers with Resumes deployed full time (office hours) under the contract period must be a Graduate with Computer Hardware Diploma of three years or BCA/B.Sc (IT)/M.Sc (CS).
- (8) Customer satisfactory certificate (at least 05 nos. of copy) issued by the clients (by Govt. Deptt. only).
- (9) List of customers alongwith copies of order of AMC executed within last 3 years.
- (10) The address of the workshop with telephone and fax numbers at New Delhi/NCR.
- (11) The firm must be registered with the Registrar of Companies and with the Delhi Sales Tax Department for Works Contract Tax and should have valid ESI and PF registration.
- (12) The company should produce the self-attested photocopies of documents related to allocation of Registration Number, PAN number, service tax number, GST.
- (13) The bids should be exclusive of cartridges, toner, drum, printer head, UPS batteries, burn out, physical damage, projector lamp, data recovery. However,



the spare parts viz. RAM, Hard Disk, Motherboard etc. would be treated as included in the Comprehensive AMC.

- (14) Engineer should be provided by bidder as per Govt. minimum wages rules.
- (15) The rates of taxes and duties, as applicable, should be clearly indicated wherever chargeable.

  
(Umesh Chandra)  
Deputy Registrar

## TERMS AND CONDITIONS

- (1) The parties to the contract are the successful bidder (hereinafter referred to as "the contractor") and the National Company Law Appellate Tribunal (hereinafter referred to as "NCLAT"), represented by the Registrar (Competent Authority) or any other officer designated by the Registrar (Competent Authority).
- (2) The person signing the bid or any other document(s) forming part of the bid on behalf of a firm/company or proprietorship shall be deemed to have authority to sign and bind such firm/company or proprietorship, as the case may be, in matters pertaining to the contract. If on enquiry it is found that the person concerned has no such authority, the Competent Authority in the NCLAT may without prejudice to other remedies like civil, criminal etc., terminate the contract and hold the signatory liable for all the cost and damages incurred by the NCLAT.
- (3) The contractor(s) shall not delegate, transfer or assign the contract or any part thereof without the prior written approval of the NCLAT. In the event of the contractors contravening this condition, the NCLAT is entitled to terminate the contract and recover any loss or damage which the NCLAT may sustain in the event of NCLAT entering into a new contract.
- (4) Bids must be clearly written or typed. Any interpolation or over writing should be duly attested.
- (5) The personnel employed by the contractor(s) shall be engaged by them/him as their/his own employee in all respects and the responsibilities/ obligations under the Contract Labour (Regulation & Abolition) Act, 1970; the Factories Act, 1948; the Workmen's Compensation Act, 1923; the Employees' Provident Fund and Miscellaneous Provisions Act, 1952; the Minimum Wages Act, 1948 and other applicable statutory enactments shall be that of the contractor. The contractor shall indemnify the NCLAT against all claims whatsoever in respect of the said personnel under the aforesaid Acts or any other statutory provisions or the like in respect of any damage, penalty, compensation, interest, fines payable consequent to any accident or injury sustained by any worker of the Contractor during the period of the contract. The contractor shall co-ordinate with ESI authorities to get the family treatment card for its personnel.
- (6) The contractors during the period of the contract shall pay wages not less than the minimum wages prescribed by the Government from time to time to the personnel engaged by them. The contractor shall also satisfy the Competent Authority in the NCLAT about fulfilling all the necessary provisions like payment of EPF, ESIC, Service Tax and fulfilment of all other liabilities under the relevant statues, rules and regulations applicable during the period of the contract.



- (7) The contract shall remain in force for all purpose for a period of one year extendable on mutual consent of both the parties for a further period of one or more year on the same terms & conditions or with such modifications as mutually agreed to. But the Competent Authority reserves the right to terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days' notice in writing to the contractor(s) at their last known place of residence/ business and the contractors shall not be entitled to any compensation by reason of such termination. The action of the Competent Authority under this clause shall be final and binding on the contractors and shall not be called in question.
  - (8) The contractor shall be responsible to supply adequate and sufficient personnel under the contract in accordance with the instructions issued by the NCLAT. The contractor shall not however, be entitled to claim any charges, resulting in the entrustment of the work to another party. The decision of the Competent Authority in the NCLAT shall be final and binding on the contractor.
  - (9) In the event of termination of the contract for any damages/expenses suffered or incurred by the NCLAT due to the contractor's negligence and/or the personnel deployed by him or breach of any terms thereof or their failure to carry out the work as per the contract, the Competent Authority in the NCLAT shall have the right to forfeit the entire or part of the amount of performance security submitted by the contractor.
  - (10) The decision of the Competent Authority, NCLAT in respect of such damages, losses, charges, costs, or expenses shall be final and binding on the contractor.
  - (11) No advance payment or part payments would be made. The payment for a particular month will be made in the following month after submission of the bills by the contractor. The details of the bank account including NEFT shall be provided for the purpose of processing the final bill.
  - (12) The contractor shall carry out the terms of the contract and shall abide by all instructions issued to him/them from time to time by the Competent Authority. They shall render the services to the satisfaction of the Competent Authority in NCLAT, or any other officer entrusted with the task by the Competent Authority.
  - (13) The character/antecedent verification of the personnel from the police authorities concerned will be obtained by the contractor at its own cost and to the satisfaction of the NCLAT at the time of deployment of personnel.
  - (14) **Termination for Default.** The Competent Authority may, without prejudice to any other remedy for breach of contract, by written notice, terminate the contract in whole or part in the following circumstances:
    - (i) If the successful bidder fails to provide the necessary service under the contract to the satisfaction of the Competent Authority.
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- (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.
- (15) **Corrupt and fraudulent practices:** The Bidders/contractors under this contract shall observe the highest standard of ethics during the execution of the 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.
- (16) 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.
- (17) Dispute(s), if any, would be subject to jurisdiction of NCT of Delhi.



(Umesh Chandra)  
Deputy Registrar

## PROFORMA FOR FINANCIAL BID

To

The Registrar,  
National Company Law Appellate Tribunal,  
3<sup>rd</sup> Floor, Pt. Deen Dayal Antyodaya Bhawan,  
Lodhi Road, CGO Complex, New Delhi-110003.

Madam,

I/We \_\_\_\_\_ (name of the contractor) am/are submitting the financial bid in a sealed cover for appointment as contractor at NCLAT for comprehensive annual maintenance contract of desktop computers, printers and UPSs.

I/We have thoroughly examined and understood the instructions given in the Notice Inviting Tender, Terms and Conditions annexed thereto, Qualifications for Technical Bid and agree to abide by them.

I/We undertake that I/We am/are not entitled to claim any enhancement of rates on any account during the period of the contract.

Sl. No.	Description of works	Rate
1.	Comprehensive AMC of All-in-One Desktop Computer	
2.	Comprehensive AMC of Desktop Computer	
3.	Comprehensive AMC of Laser Printer (B/W)	
4.	Comprehensive AMC of Multifunctional Printer (B/W)	
5.	Comprehensive AMC of Multifunctional Printer (Colour)	
6.	Comprehensive AMC of Offline UPS	
7.	Comprehensive AMC of Online UPS 20 KVA	
8.	Comprehensive AMC of Online UPS 15 KVA	
9.	Comprehensive AMC of Online UPS 10 KVA	

I/we agree to keep the offer valid for acceptance up to a period of one months.

I/We do hereby declare that the entries made in the tender document, all other appendices/schedules attached with it, the Technical Bid and the Financial Bid are true to the best of my/our knowledge and belief and also that I/we shall be bound by the act of my/our duly constituted attorney, Shri \_\_\_\_\_ whose signature is appended hereto in the space as specified for the purpose and of any other person who in future may be appointed by me/us to carry on the business of the concern, whether any intimation of such charge has been given to the Competent Authority, NCLAT or not.

Yours faithfully,

( \_\_\_\_\_ )  
Signature of Tenderer