



Intelligent Communications Systems India Ltd
Administrative Building above Post Office, Okhla
Industrial Estate Phase III, New Delhi-110020
Tel.: +91-11-26929051



Comprehensive AMC of IT Equipment at ICSIL HQ

Tender No: ICSIL/04B/101/AMC/Vol II/2019-20
Issued on: 09/12/2021

Issued By:

MM/IT Division

Tel: +91 (11) 40538951

Email: nafeesa@icsil.in, ravi.tripathy@icsil.in

Visit us at <http://www.icsil.in>

TABLE OF CONTENTS

SECTION- 1.....	3
1.1 Notice Inviting Tender	3
1.2 Eligibility Criteria	4
1.3 CONTACT PERSONS	5
2. INSTRUCTIONS TO BIDDERS.....	6
1. Bidding Methodology.....	9
2. Broad outline of activities from Bidders perspective:.....	9
3. Digital Certificates	9
4. Registration	9
3. GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT	10
4. SPECIAL CONDITIONS	13
5. PRICE BID SCHEDULE (To be printed on Letter Head).....	15
6. Scope of Work.....	16
7. PERFORMANCE SECURITY FORMAT	17
8. BID SUBMISSION FORM	18
9. Annexures.....	21
Annexure I.....	21
Annexure-II.....	22

SECTION- 1

1.1 Notice Inviting Tender

Intelligent Communication Systems India Ltd. is a joint venture of Telecommunications Consultants India Ltd. (TCIL), a Govt. of India enterprise and Delhi State Industrial and Infrastructure Development Corporation (DSIIDC), an undertaking of Delhi government. It has provided exemplary service in the IT sector, specializing in providing complete solutions in computerization, networking and telecommunication since 1987. With a well-focused vision and a global mission, ICSIL looks at greener pastures across the globe..

The Intelligent Communication Systems India Ltd. (ICSIL) invites e-bids for Comprehensive AMC of IT Equipment at ICSIL HQ from Companies/Agencies based at Delhi / NCR.

Details have been given in the Tender Document which is to be downloaded from the e-Procurement portal <https://govtprocurement.delhi.gov.in> and ICSIL website: www.icsil.in

Important tender details/time-lines are as follows:-

Name of the Work	Comprehensive AMC of IT Equipment at ICSIL HQ
Tender No	ICSIL/04B/101/AMC/Vol II/2019-20
Bidding System:	e-Tender, Delhi Govt. e-Procurement portal https://govtprocurement.delhi.gov.in (Details also available on ICSIL Website www.icsil.in)
Nature of bid process	Two bid systems shall be followed; Part I shall be “Techno-Commercial Offer” and Part II shall be the “Financial Offer”.
Type of Tender	Open Tender, e-Tender
Availability of Tender document	Delhi Govt. e-Tender Portal https://govtprocurement.delhi.gov.in and website of ICSIL i.e. www.icsil.in
Date Issue of documents	09.12.2021
Contact person for seeking clarifications	1. Ms. Nafeesa Bano, Engineer (MM Division) 2. Mr. Ravi Tripathy (System Analyst)
Contact details of the contact person	1. Email: nafeesa@icsil.in , 2. Email: - ravi.tripathy@icsil.in
Address of Organization	INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD (ICSIL) Administrative Building, Above Post Office, Okhla Industrial Estate,Phase-III, New Delhi -110020 Phone No. 011-40538951
Last date and time for submission of e- Bid	30.12.2021 at 03:00 PM
Date and Time of opening of Technical Bid	30.12.2021 at 03:30 PM
Date and Time of opening of Financial Bid	To be communicated Later on
Earnest Money Deposit (EMD)	Rs 10,000/- (Rupees Ten Thousand only) in the form of DD in favour of Intelligent Communication Systems India Ltd., New Delhi-110020, payable at Delhi.
Tender Fee	NIL

1.2 Eligibility Criteria:

The bidder shall fulfill the following Eligibility Criteria:

Sr.No.	Qualification Criteria	Mandatory documentary evidence to be Submitted
1.	Company(s)/Firm(s) should be registered under the Indian companies act, 1956 (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered under the Partnership Act, 1932.	Company Profile, MOA&A Certificate of Incorporation, PAN Card GSTIN Certificate
2	The bidder should have its office (Head Office/ Regional/Branch Office) in Delhi/NCR	Copy of Registration Certificate/ Electricity Bill/ Telephone Bill of not older than 3 months /GSTIN Certificate, etc
3	The bidder should have minimum average annual Financial Turnover of not less than Rs. 1.5 lakhs during the last three years i.e. F.Y. 2018-19, 2019-20 & 2020-21 , ending 31st March 2021.	Bidder should submit CA certified Annual Report- Audited Balance Sheet and Profit & Loss Statement for the respective years
4	Company(s)/Firms should have positive net worth and profit making from last three financial years (FY 2018-19,2019-20, 2020-21)	CA certificate mentioning net profit of the bidder should be enclosed.
5	Company(s)/Firms(s) must have atleast 3 years experience in Comprehensive AMC of ICT infrastructure in Govt departments/PSUs	Copies of Work Order mentioning value of Order/contract and Satisfactory Completion Certificate
6	A self-undertaking that the bidder has not been black listed and debarred on the basis of FIR lodged against him or any other fault connected with their services by any department/autonomous body/PSU of the Central/State Government/ Private or any agency in India.	Declaration on company letter head signed by authorized signatory as per attached format. Annexure-II
7	The Company must have ISO 9001:2015 certification	Copies of the valid certificates from authorized agencies
8	Company(s)/Firms(s) should not be under a Declaration of Ineligibility for corrupt or fraudulent practices by Government of India or any of the State Governments.	Declaration on company letter head signed by authorized signatory.
9	Power of Attorney for Signing Authorities to be submitted along with the offer. Company(s)/Firms(s) has to submit Power of Attorney on Stamp paper as per law in India.	Valid Power of Attorney on Stamp Paper along with board of resolution for authorizing for signing authority.
10	Bid Security/Earnest Money Deposit (EMD)	Demand draft of Rs.10,000/- drawn in favour of “Intelligent Communication Systems India Ltd., payable at Delhi

NB: 1 The documentary evidence in support of the Eligibility criteria given above is required to be furnished by the Bidder, failing which the bid may be rejected.

NB: 2 The Bidder is required to quote for the complete BOQ. Partial quotes are liable to be rejected.

NB: 3 Tenders received without EMD/inadequate EMD shall be summarily rejected. The bidder must download the tender documents from the e- Procurement portal of Delhi Govt. & ICSIL website before the last date and time of submission of tender document in order to bid for this tender.

NB: 4 In case of Micro and Small Enterprises (MSEs), the valid registration certificate / Udhdyog Adhaar Memorandum is required.

MSEs registered with the NSIC/MSME are exempted from submission of EMD/Bid Security Deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services. Micro and Small Enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid Memorandum certificate is must.

1.3 CONTACT PERSONS: -

ICSIL Contact-1 - **Mr. Ravi Tripathy (System Analyst)**
Telephone: 011-40538951
E-mail ID: ravi.tripathy@icsil.in

ICSIL Contact-2 - **Ms. Nafeesa Bano , Engineer (MM Div.)**
Telephone: 9560729470
E-mail ID: nafeesa@icsil.in

The price Offers of only those parties who qualify in the first stage shall be opened at time and date to be notified separately.

ICSIL reserves the right to accept or reject any or all the tenders without assigning any reason.

FINANCIAL BID:

- 1.** The bidders shall quote their annually charges inclusive of All Taxes and any other statutory dues etc., if applicable, separately both in figures and words as per **Section-5**.
- 2.** Tenders will be finalized based on the suitability of the agency with reference to the prescribed eligibility criteria. Bidders are advised to quote their most competitive rates.

-END of SECTION – 1

SECTION 2

3. INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

1. “Purchaser” means Intelligent Communication System India Ltd. (ICSIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India.
2. “Bidder” means the individual or firm or corporate body who participates in the tender and submits its bid.
3. “Goods/Services” means all the material/services which the supplier is required to supply/provide to the Purchaser under the contract.
4. “Purchase/Work Order (PO)” means the order placed by the Purchaser on the Supplier duly signed by the Purchaser’s authorized representative to purchase certain goods & services from the vendor/contractor.
5. “Contract Price” means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.3 BID DOCUMENTS

- 2.3.1 Bid Documents includes: As per Table of Content-
- 2.3.2 Any clarification or communications obtained from the Purchaser.

2.4 AMENDMENT TO BID DOCUMENTS

1. At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
2. The amendments/Corrigendum will be notified on ICSIL website and these amendments will be binding on them. Bidders are advised to visit ICSIL Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

As per details given under Eligibility Criteria.

2.8 BID SECURITY/EMD

2.8.1 The bidder must submit Earnest Money amounting to **Rs. 10,000/- (Rupees Ten thousand only)** by way of Demand Draft in favour of Intelligent Communication Systems India Ltd. from a scheduled bank having branch

at Delhi/New Delhi along with the Bid. Bid received without EMD/inadequate EMD shall be summarily rejected.

2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.

2.8.3 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.

2.8.4 The Bid security/EMD may be forfeited under the following circumstances: -

If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.

In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or

If he fails to supply/provide the Goods/Service in terms of the project as per delivery schedule.

2.8.5 Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD and requisite Tender Fee, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

2.10 CLARIFICATION OF BIDS

2.10.1 To assist evaluation and comparison of the bids, the Purchaser may at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing.

2.10.2 The Purchaser does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and bidders shall provide the same at the rate quoted.

2.11 EVALUATION OF TENDERS

2.11.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.11.2 Arithmetical error shall be rectified on the following basis:-

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.11.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.

2.11.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.11.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.

2.11.6 The evaluation of the ranking shall be carried out on the landed price of goods / services offered inclusive of all taxes.

2.11.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case and as per Capacity / Capability of the bidders.

2.11.8 ICSIL shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.12 PURCHASER'S RIGHT TO VARY QUANTITIES

- 2.12.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.
- 2.12.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.13 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.14 NOTIFICATION OF SUCCESSFUL BIDDER

- 2.14.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.14.2 Upon successful bidder furnishing of Performance Guarantee, the Purchaser will notify each successful bidder and will discharge its bid bond.

2.15 ISSUE OF LETTER OF INTENT

- 2.15.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder.
- 2.15.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

2.16 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

2.17 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.18 DELIVERY

Delivery of the goods/services shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods/services shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

2.19 SUBMISSION OF BID

Bids must be submitted online on Govt. of NCT of Delhi e- procurement portal

<https://govtprocurement.delhi.gov.in>, except the following, which shall be accepted in physical form:

- EMD in the form of Demand Draft in favour of Intelligent Communication Systems India Ltd.

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form. For detail instructions please refer to Clause 2.21.

2.20 OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to ICSIL will qualify to be opened online. The qualified parties shall be notified with the date and time of the opening of the Price Offer in advance. Representative of the qualified parties may attend the Online Price Bid opening.

In case of any conflict in any of the terms mentioned at Section – 4, the same shall prevail over the terms mentioned in other sections.

2.21 INSTRUCTIONS REGARDING SUBMISSION OF BID

1. Bidding Methodology

The bid shall be submitted on line under two cover bid submission on Govt. of NCT of Delhi e-procurement portal <https://govtprocurement.delhi.gov.in>

2. Broad outline of activities from Bidders perspective:

The bidder shall follow the guideline given on the above web-site for submission of e-tender.

3. Digital Certificates

The bidder shall obtain Digital Signature Certificate as specified in the above web-site.

4. Registration

The bidder shall get himself registered for participating in e-tendering as per procedure laid down in the above web-site.

A. ONLINE SUBMISSION

PART-1 (Techno-Commercial Offer) shall contain the following:

- a) Documentary evidence in respect of the eligibility criteria mentioned in the Tender.
- b) Copy of Demand Draft amounting Rs. 10,000/-towards EMD in favour of “Intelligent Communication Systems India Ltd.” payable at New Delhi.
- c) A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Section of the tender.
- d) Bid Submission Form as per Section 8.

PART-II (Financial Offer) shall contain the financial offer as per details in Section-05.

B. OFFLINE SUBMISSION

The EMD shall be sent by the bidders by Courier / Speed-post, with the envelope marked “ EMD for tender Ref. No.”. EMD may also be deposited by the bidders in the tender box kept at the Reception of ICSIL, New Delhi office at Ground Floor.

- a) The online tender shall be opened at the stipulated time of opening in the presence of intending bidders.
- b) All offers received in response to this tender enquiry will be evaluated by the Committee initially based on the eligibility criteria and evaluate the capability of the Company/Firm.

-END OF SECTION 2-

SECTION - 3

3. GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. PRICE APPLICABILITY

Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after delivery period, the advantage of reduction of taxes/duties shall be passed onto the Purchaser and no benefit of increase will be permitted to the Supplier.

2. STANDARDS

The documents supplied under the contract shall confirm to the standards mentioned in Section-5 of this Tender document.

3. PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

4. PERFORMANCE SECURITY

- a) The successful bidder shall, submit **Demand Draft** drawn in favour of “**Intelligent Communication Systems India Ltd.**”, payable at Delhi of **3%** of the value of the Purchase order within 10 (ten) days.
- b) The Performance Security will be discharged by ICSIL after completion of Agency’s obligation under and in accordance with the terms of the Agreement. If the Contract is extended for further period, the BG will have to be extended by the vendor up to 3 months beyond the extended period.
- c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the contract.
- d) The Performance Security will be discharged by the Purchaser after completion of the Supplier’s obligations under the contract.

5. SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

5. ARBITRATION

- (I) In the event of any dispute arising between ICSIL and the Supplier in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Managing Director, ICSIL who may himself act as sole arbitrator or may name as sole arbitrator an officer of ICSIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held at New Delhi.

The proceedings of arbitration shall be in English language:

In case any supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

(II) In case of Public Sector Undertaking/Government Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration

under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

7. RISK PURCHASE

In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right:

- (a) to reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
- (b) to terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

8. APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

9. GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Company shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Supplier, if a security is taken from the Supplier. In the event of the Security being insufficient or if no security has been taken from the Supplier, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Company on demand the remaining balance due.

10. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of MD, ICSIL, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

11. TERMINATION FOR DEFAULT

The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

- a) if the supplier fails to deliver any or all the goods/services within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .
- b) if the Supplier fails to perform any other obligation(s) under the contract; and
- c) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 30 days.

In the event the Purchaser terminates the contract in whole or in part pursuant to above para the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods/services. However, the Supplier shall continue the performance of the contract to the extent not terminated.

12. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

13. ADD ON/REPEAT ORDER

ICSIL reserves the right to place Add on/Repeat order for additional quantity upto 100% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order

14. SET OFF

Any sum of money (including refundable security deposit and PBG) due and payable to the Bidder/Contractor, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by ICSIL and set off against any claim of ICSIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

*Any other terms/conditions not mentioned herein, will be as per GFR Guidelines.

- END OF SECTION 3 -

SECTION – 4

4. SPECIAL CONDITIONS

1. PRICE BASIS

All Inclusive as per Price Bid Schedule at Section 5.

2. PAYMENT TERMS

On quarterly basis and on submission of bills along with satisfactory inspection/service certificate.

3. PAYING AUTHORITY

Joint General Manager (F & A),
ICSIL, Okhla Phase-3
New Delhi-110020

4. DELIVERY/COMPLETION

Within 2 working days from the date of receipt of written complaints/requests regarding technical/functional issues in the product/equipment, failure to this will attract penalty @2% of the order value per day, .

5. INSPECTING AUTHORITY

IT Division
ICSIL, Okhla Phase-3
New Delhi-110020

6. PERFORMANCE SECURITY

The successful bidder shall submit Performance Security in the form of Demand Draft **3%** of the value of the ordered work, within 10 (ten) days of issue of Letter of Intent/Purchase/Work Order.

7. PERIOD OF AGREEMENT

This agreement shall be valid **initially for a period of 12(twelve) months extendable for a total period of 3 years with annual extension on mutual consent** of both parties (i.e. ICSIL & Supplier), subject to satisfactory performance at the end of the 12 months. Decision to extend the agreement shall only lie with ICSIL and can be extended for specified period on mutual agreement basis.

8. VALIDITY PERIOD OF BID

Bid shall remain valid **for 120 days** from the date of opening of technical bid. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. A bidder accepting the request and granting extension will not be permitted to modify his bid.

9. LIQUIDATED DAMAGES:-

1. The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

2. In case the Supplier fails to supply the goods/services against the order, the same shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from Security Deposit and any dues of the party.
3. For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for 2 working days subject to a maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the Performance security and may also debar the Supplier for future purchases.
4. Liquidated Damages can be recovered from any dues of the Supplier.
5. Manpower for Technical support must have experience of troubleshooting day today technical issues if the resource is not found suitable, the vendor must replace the same within a week failure to this will attract penalty @2% per day, subject to maximum of 10% of the total order value.

*All other terms & conditions not mentioned herein will be as GFR guidelines.

- END OF SECTION 4 -

SECTION – 5

5. PRICE BID SCHEDULE (To be printed on Letter Head)

Sr. No.	Product/Items	Qty in Nos. (a)	Unit Price per annum including GST and other applicable Taxes (b) INR	Total with Qty T=a*b INR per Annum
1	Desktop	40		
2	Printer	30		
3	Laptop	08		
4	Full Time technical Support by at least Diploma Holder Staff per Annum			
Total Cost per Annum in Figures including all applicable Taxes				
Total Cost per Annum in Words including all applicable Taxes				

*The above-mentioned quantities are tentative, which may vary slightly upto 25% as per 7.5.3 of Manual for Procurement of Goods 2017, Ministry of Finance, Department of Expenditure.

* For detailed specs, interested bidder may come for site survey, refer Scope of Work Section- 6

We agree to carry out the Work at the rate quoted above for the duration of one full year. We understand that ICSIL, Delhi is not bound to accept the lowest or any other offer and reserves the right to accept or reject any or all the offers either in full or in part without assigning any reason.

Signatures: - : _____

Name of the Person. : _____

Organization : _____

Address : _____

Seal of the Organization : _____

END OF SECTION 5 -

SECTION – 6

6. Scope of Work

Scope of work:

1. Comprehensive AMC shall include but not limited to **repair / replacement of all defective parts (except consumable parts** e.g. cartridges/toners) with the parts of equivalent or higher specification and details of replacement should be provided to the competent authority. A standby arrangement is also mandatory in such cases.
2. The firm shall also be responsible for deployment of full-time technical support for maintenance of all hardware using suitable tool/equipment.
3. Monthly Preventive maintenance of all IT equipment listed in Annexure I.
4. A separate log book shall be maintained for **Preventive Maintenance** record and it should be signed by the officer-in-charge.
5. The equipment being taken to the workshop for repair would be at contractor/firm own risk and expenses. Any damage or loss caused to the equipment or their part due to negligence, mishandling shall be made good by the contractor/firm. In this case, the contractor/firm should make necessary inward and outward entries duly signed by the officer-in-charge.
6. All tools and testing instruments required for checking, testing and attending to routine maintenance and breakdowns shall be arranged by the Contractor
7. The contractor/firm must ensure confidentiality regarding handling of all information obtained within the control room, whether Hard- drives/snapshots/other sensitive materials held within the Control Room and in Custom House premises. The Contractor/firm should ensure all storage and apparatus should be virus free
8. The service engineer/technicians will be allowed to work on all working days. Renting, lending and copying of any software and hardware products are completely prohibited. Maintenance of accessories such as Mouse, Remote should be at free of cost only. The rates are inclusive of all, that are applicable from time to time shall be met within the total invoice value

Note:

1. **Site Survey:** - From 11 AM to 04 PM **latest by 17/12/2021**, Prior Appointment is mandatory before visiting ICSIL premises for physical verification of the IT equipment.
2. Queries if any, should be sent within a week
3. During the Course of evaluation, Bidder may be asked to provide the Presentation/Demo of the service/solution proposed on urgent basis
4. ICSIL reserves the right to cancel the process at any point of time.

END OF SECTION 6 –

SECTION – 7

7. PERFORMANCE SECURITY FORMAT

Guarantee No. _____

Amount of Guarantee Rs. _____

Guarantee cover from (Name of Bank) _____

Last date for lodgment of claim(s) _____

B.G. in No. of pages including this page _____

THIS DEED OF GUARANTEE made this _____ day of _____ 2021 by _____ having one of its Branch at _____ acting through its Manager (hereinafter called `The Bank' which expression shall whenever the context so requires include its successors and permitted assigns) in favour of M/s Intelligent Communication Systems India Ltd. (A joint Venture of TCIL-A Govt. of India Enterprise & DSIIDC –An Undertaking of Delhi Govt.) registered under the Company's act 1956, having its office at ICSIL Administrative Building, 1st Floor, above post office, Okhla Industrial Estate, Phase-III, New Delhi -110020. (Hereinafter called the ICSIL) which expression shall include its successors and assigns?

WHEREAS ICSIL has entered into an agreement/agreements with M/s _____ having its Office at _____ (hereinafter called the "Contractor" which expression shall include its successors, executors and permitted assigns) for _____ awarded to Contractor against Tender No. _____.

AND WHEREAS in accordance with the terms of the said contract the contractor has agreed to furnish an irrevocable and unconditional Bank Guarantee for Rs. _____ (Rupees _____ only) for due performance of this contract awarded to the contractor.

AND WHEREAS THE BANK at the request of the contractor has agreed to give this guarantee.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1. *We the bank hereby irrevocably and unconditionally guarantee that the contractor will duly comply with his obligation during the guarantee period in accordance with the said contract agreement and the general terms and conditions forming part of the work agreement, failing which the bank undertake to pay ICSIL on demand and without demur, such amount or amounts as the bank may be called upon to pay not exceeding a sum of Rs.*

_____ (Rupees _____ only) on invocation of this guarantee. Any claim made by ICSIL on us within the sanctioned guarantee amount shall be final and binding on us.

2. *Notwithstanding anything contained hereinbefore, the liability of this bank in respect of this guarantees is restricted to Rs. _____*

(Rupees _____) only and shall remain in force till _____ unless an action/claim is made on us in writing within 90 days from this date i.e. up to _____ all

rights under the said guarantee will be forfeited and we shall be relieved and discharged from all liabilities hereunder.

IN WITNESS WHEREOF THE BANK HAS SUBSCRIBED AND SET ITS NAME AND SEAL HEREUNTO.

DATE :-

Name

Address

- END OF SECTION 7 -

SECTION-8
8. BID SUBMISSION FORM

Offer No.: _____

Date: _____

To

M/s Intelligent Communication System India Ltd.,
Administrative Building, Above Post Office,
Okhla Phase-III
New Delhi – 110 020 (INDIA)

Dear Sir,

In response to your Tender No.-

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorised Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
8. Alternate Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
9. PAN Number : _____
10. TIN Number : _____
State : _____

11. Service Tax Regn. No. : _____

12. ECC Number : _____

13. Beneficiary's complete Bank Details in case payment through LC is approved.

Bank Account No. : _____

IFSC / NEFT Code : _____

Name of the Bank : _____

Address of the Branch : _____

14. Particulars of EMD

Amount : Rs. _____

Mode of Payment (DD/BG) : _____

DD/BG No. : _____

Date : _____

Name of the Bank : _____

Address of the Bank : _____

Validity of BG : _____

15. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Annual Report attached at Page No.	Turnover in Rs. (Lakh)
2018-2019		
2019-2020		
2020-2021		
Average Turnover		

16. Details of similar work / order executed during last 5 years (Please submit copy of completion certificate from the client).

Details of the Work/Order Executed with Reference No. & Date	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

17. Following Documents are submitted to substantiate other eligibility criteria.

Copies of the Purchaser Orders/Release Orders (showing value of the work done) should be provided along with the bid, as compliance to this clause.

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply to all Terms & Conditions of your Tender.

(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.\
- 4) This offer contains _____ No. of pages including all Annexures and Enclosures.

Place: _____ Signature of Authorised Signatory
Date: _____ Name:
Designation:
Seal:

- END OF SECTION 8-

9. Annexures

Annexure I

List of Existing ICT Equipment

Sr. No.	Product	Qty
1	Desktop	40
2	Printer	30
3	Laptop	08

**The above-mentioned quantities are tentative, which may vary slightly upto 25% as per 7.5.3 of Manual for Procurement of Goods 2017, Ministry of Finance, Department of Expenditure.

* For detailed specification may please come for site survey, details as per Scope of work mentioned in section 6

UNDERTAKING OF NOT BEING BANNED / DELISTED.

We confirm that we M/s have not been blacklisted ever in the past or debarred ever in the past (suspended, on a holiday period, contract terminated prematurely for failure to comply with Terms & Conditions, EMD or Security Deposit forfeited or adjusted against any damages or compensation payable) by any PSU Central /State Ministry/ Autonomous Bodies under Central/ State Ministries or any other government body.

We also confirm that the content of the Bidding Document including Corrigendum / Addendum (if any) have not been altered or modified.

(SEAL AND SIGNATURE OF Authorized Signatory)