

Intelligent Communication Systems India Ltd. (ICSIL)

(Joint Venture of TCIL – A Govt. of India Enterprise & DSIIIDC – An Undertaking of Delhi Govt.)

Administrative Building, 1st Floor, Above Post Office, Okhla Indl. Estate, Ph.-III, New Delhi - 110020

Phone : 26929051, 26830338, Fax: 26830347, e-mail: info@icsil.in, www.icsil.in

**TENDER NO: F.1(ICSIL)/01/206/ 2D Barcode Reader F&S/2012-13,
Dated:29.08.2012**

1. Sealed Bids are invited from Original Equipment Manufacturers (OEM) / Authorized Business Partners of OEMs of **2 Dimension Bar Code Reader** for supply to Department of Food, Supplies & Consumer Affairs, Govt. of NCT of Delhi, on emergent basis. The supplies are to be made as per the make / specifications given in the tender document. The equipment is to be installed at different locations of the department located in Delhi. The quantity given in the Tender is tentative and may vary. Tender time lines are as under :

Sl. No	Description of activities	Tender Time-lines
1	Last date for submission of Sealed Quotations	05.09.2012 by 2:30 Pm
2	Date and Time of opening of Technical Bid	05.09.2012 by 3:30 Pm
3	Date and Time of opening of Commercial Bid	06.09.2012 by 12:30 Pm

2. Eligibility Criteria:

- i. The bidder should either be the OEM or Business partner of OEM. The Business partner of OEM should submit Manufacturer Authorization Form (MAF) in the Technical Bid.
- ii. The bidder should be registered with VAT Department. Copy of valid VAT Registration Certification must be submitted in the Technical Bid.
- iii. The bidder should have Income Tax PAN in its name and copy of the same must be enclosed in the Technical Bid.
- iv. A self-certificate that the bidder has not been black listed by any department of the Central/State government in the past three years, is to be submitted in the Technical Bid.
- v. The bidders should submit the technical literature w.r.t. the product being supplied/ quoted for.

- vi. The bidder should have executed at least three work orders during last three years of total value of Rupees .Fifty lakh to any Central / State Government Department / PSU / Autonomous body / Institution. Submit proof thereof with complete details i.e. Name of Department, Amount of Work Order with Date and Specification of the Item supplied.
- vii. Technical Bid is not accompanied by desired documents, the same would be rejected. **Undertaking for subsequent submission of any of the above document will not be entertained. However, ICSIL reserves the right to seek fresh set of documents or seek clarifications on the already / submitted documents.**
- viii. Brief description of the OEM including infrastructure available, location of the Plant, Testing & R&D Centre etc. may also be given.
- ix. An undertaking by the bidder that the Rates quoted by it are not higher than the rates quoted to any Govt. Deptt./PSU/ in past one year. A certificate to this effect should be submitted by the bidder.

3. Submission Of Bids/Tender Documents:

The sealed tenders should be submitted with superscription “**TENDER NO: F.1(ICSIL)/01/206/ 2 Dimension Barcode Reader F&S/2012-13, Dated:29.08.2012**” and submitted to:

Managing Director
INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED
ADMINISTRATIVE Building, 1ST FLOOR,
ABOVE POST OFFICE,
OKHLA INDUSTRIAL AREA, PHASE-III,
NEW DELHI-110 020.
TELEPHONE: 26830338, 26830347.
FAX: 26929051.
E-MAIL: info@icsil.in

4. Submission of bid in covers :

A. Cover1: EMD and Tender Processing Fee: The envelope shall contain:

- i) EMD in the form of Bank Guarantee/ Demand Draft for an amount of Rs,25,000/-(Rs. Twenty Five Thousand only) drawn from a scheduled Commercial Bank in favors of ICSIL, New Delhi valid for a period of 225 days from the date of its submission. EMD Bank Guarantee format is given at Appendix-“1”.
- (ii) Demand Draft for Rs. 1,000/-(Rupees One Thousand only) as Tender Fees (Tender fee is non-refundable and non-transferable). The envelope shall be sealed and superscripted “**EMD and Tender Fee – For 2 Dimension Bar Code Reader**”.

B. Cover-2: Technical Bid:

- i) Documents as required in the Tender shall be submitted in this envelope. The envelope should be sealed and superscripted "Technical Bid for 2 Dimension Bar Code Reader".

ii) Cover-3: Financial Bid:

- i. The envelope shall be sealed and superscripted "Financial Bid for 2 Dimension Bar Code Reader". The financial bids of technically qualified bidders only shall be opened.
- ii. The above two envelopes shall be placed in an outer cover superscripted "ICSIL Tender for 2 Dimension Bar Code Reader. The outer cover shall be submitted to the office of Managing Director, ICSIL on or before the due date and time for consideration of the bid.

5. Payment Terms

- i. No advance payment shall be made. If any advance is to be paid at the specific request of vendor, this will be released only against bank guarantee in acceptable form.
- ii. Payment equal to 80% of the total work order shall be released on back to back basis and that too after complete delivery and installation of all items duly certified by the client department. Balance 20% shall be released on back to back basis i.e. after receipt of payment from the client.
- iii. Bill for release of payment should be submitted in triplicate along with satisfactory completion certificate from the client department for the activity/Task for which the bill is being raised. In the absence of satisfactory completion certificate, the bill for payment shall not be processed and released.

6. Penalties:

For delays beyond two weeks from the date of issue of work order shall carry a penalty of Rs.1000/- (Rupees One Thousand Only) per week delay with a cap of Rs.50, 000/- (Rupees Fifty Thousand only).

7. Validity Of Tender:

The Tender is valid for a period of six months (i.e. 180 days) from the last date of submission of the bid. The validity time may be extended by ICSIL.

8. Validity of Rates: The rates are valid for a period of one year from the date of issue of work order.

9. **The EMD will be forfeited:**
- i. If a bidder withdraws his bid after becoming L1 and not accepting the Purchase order.
 - ii. If the bidder withdraws his bid after the last date of submission of the bid.
 - iii. The Bid Security will be forfeited in case successful bidder dishonors his bidding commitments and not depositing the Performance Security in the prescribed time.
 - iv. Further, in case of forfeiture of the EMD or Security Deposit or Cancellation of the Work Order due to default, if any, the bidder would be debarred from participating in the next 3 tenders of the client department.

10. **Performance Bank Guarantee:**

The successful bidder shall submit a Performance Bank Guarantee of the amount equivalent to 10 % of the Total Order Value in favor of Intelligent Communication Systems India Ltd. Valid beyond 60 days of the expiry of the contract period. Performance Bank Guarantee format is given at Annexure-II.

11. **ICSIL reserves the right to cancel/ terminate the tender at any stage without assigning any reason**

12. **Commercial bid:**

Bidders should quote prices as per following commercial bid format.

Commercial Bid Format

S.No.	Item	Quantity	Unit rate	Total Amt.
1	2 Dimension Bar Code Reader	188		
Total Amount				

Note: Rates should be inclusive of all taxes, duties, levies etc.

13. **Other Conditions:**

- i. Rates should be quoted as per the format of commercial bid.
- ii. Rates should not be quoted in the Technical Bid.
- iii. Goods shall have to be delivered within a period of 2 weeks' time.

- iv. Supply of goods shall have to be made directly to the department's site, the detail of which shall be provided at the time of grant of work / purchase order.**

ANNEXURE-I
EMD BANK GUARANTEE FORMAT
BID SECURITY FORM

Whereas _____ (hereinafter called 'the Tenderer') has submitted its bid dated _____ for SUPPLY OF 2 DIMENSION BARCODE READER TO Intelligent Communication Systems India Limited (ICSIL), Administrative Building, 1st Floor, Above Post Office, Okhla Industrial Estate, Phase-III, New Delhi-110020 .

KNOW ALL MEN by these presents that WE- ----- of _____

(hereinafter called "the Bank") are bound unto the Intelligent Communication Systems India Limited (ICSIL) "the Purchaser") to the sum of- -for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2012.

THE CONDITIONS of this obligation are:

1. If the Tenderer, withdraws its Bid during the period of bid validity specified by the Tenderer on the Bid Form; or
If the Tenderer, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity,
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Tenderers;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

Seal of the Bank

ANNEXURE-II

PROFORMA FOR PERFORMANCE GUARANTEE

Ref: _____

Date

Bank Guarantee No. _____

To

The Managing Director,

Intelligent Communication Systems India Limited (ICSIL),

Administrative Building, 1st Floor, Above Post Office,

Okhla Industrial Estate, Phase-III, New Delhi-110020 .

1. Against contract vide Acceptance of the Tender No. _____ dated _____ for supply of 2 Dimension Barcode Reader to ICSIL (hereinafter called the said 'contract') entered into between the The Managing Director, Intelligent Communication Systems India Limited (ICSIL), (hereinafter called "the Purchaser") and _____ (hereinafter called the **Bidder**). This is to certify that at the request of the BIDDER we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the bidder i.e till _____ hereinafter called the said date and that if any claim accrues or arises against

us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the bidder from time to time or to postpone for any time or from time to time any of the powers exercise-able by the Purchaser against the said bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said bidder or for any forbearance by the Purchaser to the said bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

Date:

Signature

Place:

Printed Name

Witness

(Bank's common seal)