

Intelligent Communication Systems India Ltd. (ICSIL)
(Joint Venture of TCIL – A Govt. of India Enterprise &
DSI IDC – An Undertaking of Delhi Govt.)
Administrative Building, 1st Floor, Above Post Office,
Okhla Indl. Estate, Ph.-III, New Delhi -110020
e-mail: info@icsil.in, www.icsil.in

TENDER NO: F.1 (ICSIL)/01/222/GM(IT)/Food Safety/2013-14/, Dated: 13.09.2013

1. Sealed quotations from branded and reputed OEMs / business partners of OEMs having good market share and well equipped service support centres in Delhi are invited for **immediate supply** of Hardware and Software as mentioned in the tender document for supply to one of the Delhi Government Department as per Terms & Conditions given below:
2. Tender time lines are as under:

Sl. No	Description of activities	Tender Time-lines
1	Last date for submission of Sealed Quotations	24.09.2013 by 2:30 PM
2	Date and Time of opening of Technical Bid	24.09.2013 by 3:00 PM
3	Date and Time of opening of Commercial Bid	Will be intimated on 24.09.2013

3. Eligibility Criteria:

- i. The bidder should be an OEM or an authorized business partner of branded/reputed OEMs for the product for which the bidder is bidding. Submit a letter from the OEM of being its authorized business partner for the items mentioned in this Tender.
- ii. The bidder or the OEM should have well equipped service support centers in Delhi. Submit list of centres.
- ii. In Case bidder is a business partner of OEM, a Manufacturers Authorization certificate (MAF) **in original**

from the OEM addressed to ICSIL in respect of said Tender must be submitted along with the Technical Bid.

- iii. The bidder should be registered with VAT and Service Tax Department. Copy of valid VAT/CST Registration and Service Tax Certification must be submitted in the Technical Bid.
- iv. The bidder should have Income Tax PAN in the name of the bidder firm, if it is a Company. If the bidder is a Proprietary firm, PAN should be in the name of its proprietor. Copy of PAN must be enclosed in the Technical Bid.
- v. 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.
- vi. An undertaking by the bidder that the Rates quoted by it are not higher than the rates offered to NICSI or DGS&D or any other government department for the said items. A certificate to this effect should be submitted by the bidder.
- vii. Technical Bid if not accompanied by above desired documents and are not in line with tender conditions, the same would be **rejected. ICSIL reserves the right to seek fresh set of documents or seek additional documents / clarifications from the bidders.**
- viii. Deviations to Tender conditions will not be accepted.
- ix. The bidder should Submit Make, Models including required specifications for which the bidder is bidding, failing which the bid will be rejected.
- x. The bidder should submit a compliance sheet in a tabular form with respect to the eligibility criteria as given at Annexure-III.
- xi. All pages of the bid should be numbered, stamped and signed by the bidder, failing which it will not be considered.
- xii. Bidder can quote higher specifications in case the specifications asked for in the tender are out of sale and support.
- xiii. The successful bidder shall be responsible to install, configure, test, commission AND maintain the hardware as well as the software. Installation should be completed within one week of its delivery.

- xiv. Bidders are not permitted to alter or modify their bids after last date of submission of bids.
- xv. Delivery of the goods should be within 3-4 weeks of issue of confirmed work order.

4. Submission Of Bids/Tender Documents:

The sealed tenders should be submitted on or before the last date and time as given in the Tender with superscription.

"TENDER NO: TENDER NO: F.1 (ICSIL)/01/222/GM(IT)/Food Safety/2013-14 , Dated: 13.09.2013 and submitted to:

General Manager (IT)
INTELLIGENT COMMUNICATION SYSTEMS INDIA IMITED
ADMINISTRATIVE Building, 1ST FLOOR,
ABOVE POST OFFICE,
OKHLA INDUSTRIAL AREA, PHASE-III,
NEW DELHI-110 020.

A. Cover-1: 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 Hardware and Software". Financial Bid **should not be** submitted in the Technical Bid, failing which the bid will be rejected.

B. Cover-2: Financial Bid:

- i. The envelope shall be sealed and superscripted "Financial Bid for Hardware and Software". The financial bids of technically qualified bidders only shall be opened.
- ii. The above two envelopes shall be placed in one outer cover superscripted "ICSIL Tender for Hardware & Software". The outer cover shall be submitted to the office of General Manager (IT), ICSIL on or before 24.09.2013 by 2:30 PM i.e. by the last date and time for submission of the bid.
- iii. **Tender Processing Fee:** The bidders should submit a non-refundable Tender Processing Fee of Rs.1000 (Rupees One Thousand Only) in the form of Bank Draft/ Pay Order Payable to ICSIL, Delhi.

- iv. **EMD:** All bidders must submit **an EMD for Rs.50,000/- (Rupees One Lakh Only)** in the form of Bank Guarantee issued by a nationalized commercial bank valid for a period of 90 days from the date of last date of submission of bid or Bank Draft or Pay order in favor of Intelligent Communication Systems India Limited, Delhi. EMD format is given at Annexure-VI.
- v. No interest shall be payable on EMD and Tender Document Fee.
- vi. The tender Processing Fee & EMD should be submitted along with Technical Bid in separate cover superscribed as "EMD & Tender Processing Fee". **Tender without Tender Processing Fee and EMD shall be rejected.**
- vii. Bidders registered with SSI or NSIC and having proof of exemption **in their name** are exempted from submission of Tender Document and EMD Fee provided they submit valid documentary proof for the same in the name of the bidding firm. No other exemption of any form will be allowed.
- viii. Financial Bid of only those bidders who are found qualified in technical bid will be opened for evaluation.
- ix. The work order shall be awarded to lowest quoted firm. Final decision in this regard shall vest with ICSIL.
- x. Successful bidder awarded with the work order shall have to submit Performance Bank Guarantee valid for a period of three years or Bank Draft or Pay Order for an amount of Rupees one Lakhs in favour of Intelligent Communication Systems India Ltd, Delhi from the date of issue of work order. Performance Security Form is given at ANNEXURE-IV.
- xi. No interest shall be payable to the bidders on Performance Security.
- xii. Warranty of the hardware being supplied should be for three years period and prices should be quoted accordingly. It shall be the responsibility of the bidder awarded with the contract to upkeep and maintain the hardware & Software during its warranty period without any additional cost to the department or ICSIL. For default, the Performance Guarantee shall be forfeited.

5. Release of EMD:

- i) EMD of unsuccessful bidders will be released immediately once the work order is placed on the successful bidder.
- ii) EMD of Successful bidders shall be returned after the work order is awarded and Performance Guarantee in the form of Bank Guarantee valid for a period of 38 months from date of award of contract or Bank Draft or Pay Order for an amount of Rupees one Lakh in favour of Intelligent Communication Systems India Ltd, Delhi is submitted.

6. Payment Terms:

- i) No advance payment shall be made.
- ii) Payment equal to 80% of the total work order shall be released after complete delivery of the goods on back to back basis. Balance payment of 20% shall be released on satisfactory installation, configuration, testing and commissioning of the hardware and software on back to back basis.
- iii) Bill for release of payment should be submitted in triplicate along with satisfactory delivery and commissioning certificate from the client department for the activity/Task for which the bill is being raised. In the absence of satisfactory commissioning certificate from the client department, the bill for payment shall not be processed and released.

7. Penalties:

A. For delays in delivery of hardware:

Delay in the delivery schedule beyond 30 calendar days from the date of issue of work order, a penalty @Rs.500/- (Rupees Five Hundred only) per week delay up to maximum period of two weeks will be imposed. For delays beyond 45 days from the date of issue of work order, Performance Guarantee will be forfeited.

B. Delay in case of Installation of Hardware:

Delay in the installation and commissioning of hardware beyond seven days from the date of delivery of hardware will attract a penalty @Rs.100/- (Rupees One Hundred) per day subject to

maximum of 2% (Two percent) of the purchase order value and the same will be deducted from the Performance Guarantee submitted by the firm.

8. Validity Of Tender:

The Tender is valid for a period of 3 months (i.e. 90 days) from the last date of submission of the bid. The validity time may be extended by ICSIL.

9. Validity of Rates:

- i) The rates are valid for a period of 6 month (180 days) from the date of issue of work order.
- ii) ICSIL reserves the right to cancel/ terminate the tender at any stage in whole or in parts without assigning any reason.

10. Commercial bid:

- i) Bidders should quote prices as per commercial bid format given at Annexure-II
- ii) Taxes should be quoted separately.

11. Forfeiture of EMD:

EMD can be Forfeited under the following circumstances :

- i. If the bidder withdraws its bid after last date of submission of bid,
- ii. Fails to execute the work order within given time.
- iii. Fails to submit requisite Performance Guarantee with in prescribed period.
- iv. Furnishes wrong information,

12. Performance Guarantee can be Forfeited under the following circumstances: :

- i. Fails to maintain the hardware during the Warranty period of three years.

- ii. Due to unsatisfactory services being provided by the service provider
- iii. Failure to deliver the goods within the prescribed time period
- iv. Failure to install, configures, test and commission the hardware and software with the prescribed time period.

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) Supply of goods shall have to be made directly to the client department's site, the detail of which shall be provided at the time of issue of work order.
- iv) Items and quantity to be procured is given in Annexure-I. Quantity may vary and payment shall be made on actual basis.
- v) If any bid is found non complying with above criteria including Terms & Conditions of the Tender etc., that bid shall be summarily rejected.

14. Delivery of goods:

- i) Goods should be delivered to the destination within 3-4 weeks of the receipt of work order failing which penalty as stated above shall be imposed.

ANNEXURE – I

ITEMS FOR PROCUREMENT (BOQ)

S.No.	Item Description	Qty.
1.Server		
1.	Pedestal Server Intel X5650 Processor size core 2.66 Ghz, 48 GB DDR III 1066 MHz or higher integrated graphic controller, SAS controller supporting RAID 0 and 1, TCO-05 certified TFT, OEM Keyboard and OEM Mouse Remote Management of Server over LAN and WAN Certification for Windows and Linux.	02
2. Software		
1	Window Server 2008 English OLPD Media	02
2	SQL Server 2008 Standard Edition	01

Annexure-II
Commercial Bid Format

- Note:** i. Warranty of hardware should be for 3 (Three) years period
ii. Rates should be quoted in Indian Rupees only.

S.No.	Item Description	Qty.	Unit Rate	Total Amt	VAT	Serv-ice Tax	Total Amt.
(1)	(2)	(3)	(4)	(5) =(3*4)	(6)	(7)	(8) =(5+6+7)
1. Server							
1.	Pedestal Server Intel X5650 Processor size core 2.66 Ghz, 48 GB DDR III 1066 MHz or higher integrated graphic controller, SAS controller supporting RAID 0 and 1, TCO-05 certified TFT, OEM Keyboard and OEM Mouse Remote Management of Server over LAN and WAN Certification for Windows and Linux.	02					
2. Software							
1	Window Server 2008 English OLPD Media	02					
2	SQL Server 2008 Standard Edition	01					
	Total Amount (Server + Software) (Rupees in words)						

ANNEXURE III
COMPLIANCE SHEET

S.No	Eligibility Condition	Compliance to eligibility conditions (Yes/No)	Page NO.
1	The bidder should be an OEM or an authorized business partner of branded/reputed OEMs for the product for which the bidder is bidding. Submit a letter from the OEM of being its business partner mentioned in the tender.		
2	The bidder or the OEM should have well equipped service support centers in Delhi. Submit list of centres WITH proof.		
3	In Case bidder is a business partner of OEM, a Manufacturers Authorization certificate (MAF) in original from the OEM addressed to ICSIL in respect of this Tender must be submitted along with the Technical Bid.		
4	The bidder must have valid registration under VAT/CST. Submit proof.		
5	The bidder must have valid registration under Service Tax. Copy of valid Service Tax Certification must be submitted in the Technical Bid.		
6	The bidder should have Income Tax PAN in the name of the bidder firm, if it is a Company. If the bidder is a Proprietary firm, PAN should be in the name of its proprietor. Copy of PAN must be enclosed in the Technical Bid.		

7	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		
8	An undertaking by the bidder that the Rates quoted by it are not higher than the rates offered to NICSI or DGS&D or any Government Department. A certificate to this effect should be submitted by the bidder.		
9	Delivery of goods shall be within 3-4 weeks from the issue of Work Order.		
10	Tender Document Fee for Rs,1000/- submitted in the Technical Bid .		
11	EMD for Rs.50,000/- (Rupees Fifty Thousand only) submitted in the Technical Bid.		

ANNEXURE-IV

PERFORMANCE SECURITY FORM

Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

**Ref: TENDER NO: F.1 (ICSIL)/01/222/GM(IT)/Food Safety/2013-14/,
Dated: 13.09.2013**

Date: _____ Bank Guarantee: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Firm" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. / Letter No. _____ dated _____ and the same having been unequivocally accepted by the Firm, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the _____ (scope of work) "Contract") and the Client having agreed to make payment to the Firm for performance of the above Contract amounting to _____ (in words and figures) on back to back basis.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all dues payable by the Firm to the extent of _____ as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or test and/or without any reference to the firm. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the contract by the Firm. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Firm any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or for bearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Firm and notwithstanding any security or other guarantee that the Client may have in relation to the Firm's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20____
at _____

WITNESS

(signature)

(signature)

(Name)

(Name)

(Official Address)
(with Bank stamp)

Designation

Attorney as per Power of Attorney No. _____

Dated _____

Strike out, whichever is not applicable.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee"

Note 2: The bank guarantee shall be from a Nationalized Indian Bank.

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ANNEXURE-V

Performa for Refund of EMD On company Letter Head

Dated:

To,
The Managing Director
Intelligent Communication Systems India Ltd.,
Okhla Industrial Estate, Phase-III,
Delhi-110020

Sub: Refund of EMD of Rs50,000/- (Rupees Fifty Thousand Only)
against **TENDER NO: F.1 (ICSIL)/01/222/GM(IT)/Food
Safety/2013-14/, Dated: 13.09.2013.**

Sir,

The tender proceedings have been done in our presence as per rules and regulations. Both technical and financial bids were scrutinized as per rules. We had participated in the bid and since we have not been the successful bidder, so we request you to kindly release the EMD. It is also undertaken that all the submission made by us/undertaking/affidavit given are true to the best of our knowledge. We do not have any grievances against the process nor we intent to go into litigation proceedings at a later stage.

We are waiting for your kind confirmation. In case you need any further clarifications or confirmation, we shall provide the same immediately.

Thanking you and assuring you of our best services and attention at all the times.

Thanking You.

Yours Faithfully

(Name of the Firm)

(Authorized Signatory)

ANNEXURE-VI

BANK GUARANTEE (EMD) FORM

Ref: TENDER NO: F.1 (ICSIL)/01/222/GM(IT)/Food Safety/2013-14/, Dated: 13.09.2013.

Date:_____ Bank Guarantee:_____

Whereas _____(hereinafter called 'the Tenderer') has submitted its bid dated _____ for (tender purpose) _____ for 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 (Name of the client department) Intelligent Communication Systems India Limited (ICSIL), Administrative Building, 1st Floor, Above Post Office, Okhla Industrial Estate, Phase-III, New Delhi-110020 (herein after called "the Purchaser") to the sum of _____ for which payment will 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 Bidder:

(a) withdraws its bid during the period of bid validity specified by the Bidder; or

(b) does not accept the correction of errors in accordance with the Instruction to Bidders; or

(c) modifies its bid price during the period of bid validity specified by the bidder; or

2. if the Bidder, 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 Instruction to Bidders;

(c) Fails to execute the work within the prescribed time period;

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-VII
CONTRACT FORM

TENDER NO: F.1 (ICSIL)/01/222/GM(IT)/Food Safety/2013-14/, Dated: 13.09.2013.

This AGREEMENT made the day of ... 2013 Between Intelligent Communication Systems India Ltd. (*Name of Purchaser*) of Administrative Building, (Above Post Office), Okhla Industrial Estate, New Delhi – 110020, India (*Country of Purchaser*)(hereinafter caller "the Purchaser") of the one part and (*Name of Supplier*) of(*City & Country of Supplier*) (hereinafter caller "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz ,.....(*Brief description of Goods and services*) and has accepted a bid by the Supplier for supply, installation of these goods and services in the sum of (Contract price in words and figures) (hereinafter called the "Contract rates") NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Commercial Bid Form and approved rates;
 - (b) Schedule of Requirements (BOQ);
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract/Tender; and
3. In consideration of the payment to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the value of ordered items on the Contract rates or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

DELIVERY & INSTALLATION SCHEDULE:

All the items shall be delivered within 3-4 weeks from the date of issue of the purchase order and installed within seven days thereafter. The pre-dispatch inspection of the items shall be done by the purchaser before delivery at final destination.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws of the day and year first above written.

Signed, Sealed and Delivered by the said
.....(For the Purchaser)

in the presence of

Signed, Sealed and Delivered by the said
.....(For the Supplier)

in the presence of