

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



# **Tender For**

# Comprehensive AMC of ICT Equipment at ICSIL HQ

Tender No: ICSIL/03/704/AMC ICT/2024-25 Issued on: 06/01/2025

Issued By:

**MM/IT Division** Tel: 011-40538951, 011-35024705 Visit us at <u>http://www.icsil.in</u>

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# **1. Notice Inviting Tender**

## **1.1 Important Details**

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 ICT (Information & Communication Technology) 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 of Delhi Govt <u>https://govtprocurement.delhi.gov.in</u> and ICSIL website: <u>www.icsil.in</u> Important tender details/timelines are as follows: -

Name of the Work	Comprehensive AMC of ICT Equipment at ICSIL HQ			
Tender No	ICSIL/03/704/AMC ICT/2024-25			
Bidding System:	e-Tender, Delhi Govt. e-Procurement portal <u>https://govtprocurement.delhi.gov.in</u>			
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	06/01/2025			
Contact person for seeking clarifications	<ol> <li>Ms. Nafeesa Bano, Engineer (MM Division)</li> <li>Mr. Ravi Tripathy (System Analyst)</li> </ol>			
Contact details of the contact person	<ol> <li>Email: <u>nafeesa@icsil.in</u>,</li> <li>Email: - <u>ravi.tripathy@icsil.in</u></li> </ol>			
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	27/01/2025 at 03:00 PM			
Date and Time of opening of Technical Bid	27/01/2025 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. <b>2.5 lakhs</b> during the last three <b>F.Y.</b> , ending 31st March 2024.	Bidder should submit CA certified Annual Report- Audited Balance Sheet and Profit & Loss Statement for the respective years
4	Company(s)/Firms should have <b>positive net worth</b> and profit making from the last three financial years ending 31st March 2024	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 including Computer, Printer, CCTV and Networking/EPBAX in Govt departments/PSUs	One completed Project in last 5 years (not older than 31/03/2019)- Work Order along with Satisfactory Completion Certificate and One on-going project (Work Order along with on-going 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 <b>"Intelligent</b> <b>Communication Systems India Ltd.,</b> 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 / Udhyog 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: -**

<b>ICSIL Contact-1</b>	-	Mr. Ravi Tripathy (System Analyst)
		Telephone: 8744968611
		E-mail ID: <u>ravi.tripathy@icsil.in</u>
ICSIL Contact-2	-	Ms. Nafeesa Bano , Engineer (MM Div.)
		Telephone: 9560729470
		E-mail ID: <u>nafeesa@icsil.in</u>

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 annual charges inclusive of All Taxes and any other statutory dues etc., if applicable, separately both in figures and in 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

# **2 INSTRUCTIONS TO BIDDERS**

## 2.1 INTRODUCTION (DEFINITIONS)

- 1. ICT means Information & Communication Technology, list of existing ICT equipment placed at Annexure I
- 2. "Purchaser" means Intelligent Communication System India Ltd. (ICSIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India.
- 3. "Bidder" means the individual or firm or corporate body who participates in the tender and submits its bid.
- 4. "Goods/Services" means all the material/services which the supplier is required to supply/provide to the Purchaser under the contract.
- 5. "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.
- 6. "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

2.8.1The 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 supmiss the Gooda (Service in terms of the preject on non-delivery schedule)

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  $30^{th}$  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 a period of 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 ask the bidder for clarification of the bid. The clarification and response from the bidder shall be in writing.
- 2.10.2The Purchaser does not bind himself to accept the lowest or any tender and reserves 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 BIDS

- 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. Representatives of the qualified parties may attend the Online Price Bid opening.

Under the LCS procedures, the least cost proposal (L-1) will be considered for award of contract. The Committee will put up a report on financial evaluation of the technically qualified bidders to the competent finance authority along with the recommendation that the least cost proposal (L-1) can be approved/ invited for negotiation and for final award of contract.

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 eprocurement portal <u>https://govtprocurement.delhi.gov.in</u>

#### 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 the 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 at 1.2 of the Tender documents
- 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.

#### -<u>END OF SECTION 2-</u>

#### SECTION - 3

## **3. GENERAL CONDITIONS OF THE CONTRACT**

#### **3.1 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.

### **3.2 STANDARDS**

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

#### **3.3 PATENT RIGHTS**

The Supplier shall indemnity 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.

#### **3.4 PERFORMANCE SECURITY**

- a) The successful bidder shall, submit **Demand Draft** drawn in favour of **"Intelligent Communication Systems India Ltd.,** payable at Delhi of **10%** 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 2 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.

## 3.5 SUB-LETTING

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

#### **3.6 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.

#### **3.7 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.

#### **3.8 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.

#### **3.9 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.

## 3.10 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.

## 3.11 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.

## 3.12 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.

## 3.13 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

#### 3.14 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**

#### 4.1 PRICE BASIS

All Inclusive as per Price Bid Schedule at Section 5.

#### **4.2 PAYMENT TERMS**

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

#### **4.3 PAYING AUTHORITY**

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

#### 4.4 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.

#### 4.5 INSPECTING AUTHORITY

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

#### **4.6 PERFORMANCE SECURITY**

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

#### **4.7 PERIOD OF AGREEMENT**

This agreement shall be valid **initially for a period of One Year which may be extended annually for further 2 years on same terms on mutual consent** of both the parties (i.e. ICSIL & Vendor), subject to satisfactory performance. The decision to extend the agreement shall only lie with ICSIL.

#### 4.8 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.

#### **4.9 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 -

## <u>SECTION – 5</u>

Sr. No.	Product/Items	Qty in Nos. (a)	Unit Price for Comprehensive AMC per annum per unit including GST (b) INR	Total with Qty T=a*b INR per Annum including GST and other applicable
1	Desktop	47		Taxes
2	Printer	29		
3	Laptop	07		
4	EPBAX (Coral SBDX-50 Pair Box)	1		
5	Network Switches 24 ports unmanaged	04		
6	CCTV Camera analog HD	36		
7	CCTV DVR *32 Channel 01 *04 Channel 01	02		
8	Face Recognition eSSL Attendance Machine	01		
9	Full Time technical Support Annum	by at least D	l Piploma Holder Staff <b>per</b>	
	bst per Annum in Figures inclu ost per Annum in Words includ			

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

Notes: -

- 1. Partial Quotes not allowed
- 2. Lowest Bidder (L1) will be decided on the basis of Total Cost
- 3. 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.
- 4. 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		
Sear of the Organization	END OF SECTIO	<u>N 5 -</u>

## 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 ICT 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 15/01/2025, Prior Appointment is mandatory before visiting ICSIL premises for physical verification of the ICT equipment.
- 2. Queries, if any, should be sent within a week
- 3. ICSIL reserves the right to cancel the process at any point in time.
- 4. The Bidder is required to quote for all items, Partial quotes are liable to be rejected, break up to be uploaded in financial bid.

## END OF SECTION 6 -

## 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 Branch at acting throug whenever the context so requires include in Communication Systems India Ltd. (A join	gh its Manager (hereind ts successors and per	after called `The Bar mitted assigns) in j	ık' which expression shall favour of M/s Intelligent
Undertaking of Delhi Govt.) registered under Building, Ist Floor, above post office, Okhla In ICSIL) which expression shall include its succe	dustrial Estate, Phase-		
WHEREAS ICSIL has entered into an agre Office at expression shall includes its successors, execute	(here	inafter called the "Co	
	awarded to C	Contractor against Tel	
AND WHEREAS in accordance with the te irrevocable and unconditional Bank Guarantee			

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-

8. BID SUBMISSION	<b>FORM</b>
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Ref No	).:			Date:
То				
Admin Okhla	telligent Communication istrative Building, Abov Phase-III Pelhi – 110 020 (INDIA)	ve Post Office,	.td.,	
Dear S	ir,			
In resp	onse to your Tender Ref	f No		
1.	Bidder Name		:	
2.	Website Address		:	
3.	Email Address		:	
4.	Address for Communi	cation	:	
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.	GST 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	: Not applicable as EMD in the form of DD only

•

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)		
2021-22				
2022-23				
2023-24				
Average Turnover				

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

Details of the Work/OrderValue of Work/CExecuted with Reference No. & DateExecuted	Order Client	Start Date	Finish Date	Doc. Evidence at Page No.
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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:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:

## - END OF SECTION 8-

## 9. Annexures

## Annexure I

# List/Specification of Existing ICT Equipment

S No.	Description Of Asset	Dated Of Purchase	Cat	Configuration/ Brand	Brand	Serial No / Model	Qty
1	Desktop	13-03-2015	15	LENOVO i5	Lenovo	PG00BQ2P (LENOVO)	1
2	Desktop	26-11-2009	PDC	DUAL CORE	Acer	AWC230TII99484723LE (ACER)	1
3	Desktop	21-10-2009	PDC	PENTIUM DUAL CORE	Acer	WO#2674 (ACER)	1
4	Desktop	27-07-2019	15	i5	НР	AWC230T0079426551LE (HP)	1
5	Desktop	24-02-2012	13	i3	HP	INA208PD5Q (HP)	1
6	Desktop	26-06-2015	15	LENOVO i5	Lenovo	PC05XYJQ (LENOVO)	1
7	Desktop	01-01-2012	15	i5	HP	INA212Q44K (HP)	1
8	Desktop	26-11-2012	15	LENOVO i5	Lenovo	L92BX09 (LENOVO)	1
9	Desktop	25-08-2013	17	LENOVO i7	Lenovo	PG000GLG (LENOVO)	1
10	Desktop	26-11-2012	15	LENOVO i5	Lenovo	L92BX39 (LENOVO)	1
11	Desktop	23-03-2013	15	LENOVO i5	Lenovo	1S3597BE6PGK0925 (LENOVO)	1
12	Desktop	01-01-2012	15	LENOVO i5	Lenovo	PGAH616 (LENOVO)	1
13	Desktop	29-07-2018	13	DELL i3	Dell	3VJDNK2 (DELL)	1
14	Desktop	24-02-2012	13	i3	HP	INA208PD54 (HP)	1
15	Desktop	26-11-2012	15	i5	Lenovo	L92BW67 (LENOVO)	1
16	Desktop	26-11-2012	13	i3	Lenovo	INA208PD47 (LENOVO)	1
17	Desktop	24-02-2012	13	i3	HP	INA208PD4T (HP)	1
18	Desktop	01-01-2012	13	i3	HP	INA208PD4C (HP)	1
19	Desktop	26-07-2019	15	IN ROOM NO. 201 i5	Lenovo	L92BV75 (LENOVO)	1
20	Desktop	01-07-2016	17	DELL i7	Dell	HHD7N62 (DELL)	1
21	Desktop	06-03-2019	15	i5	Lenovo	PG01HJY1 (LENOVO)	1
22	Desktop	13-03-2015	15	LENOVO i5	Lenovo	PG00BQ25 (LENOVO)	1
23	Desktop	26-11-2015	15	LENOVO i5	Lenovo	L92BW86 (LENOVO)	1
24	Desktop	13-03-2015	15	LENOVO i5	Lenovo	PG00BQ2F (LENOVO)	1
25	Desktop	15-05-2018	15	LENOVO i5	Lenovo		1
26	Desktop	15-05-2018	15	LENOVO i5	Lenovo		1
27	Desktop	15-05-2018	15	LENOVO i5	Lenovo		1
28	Desktop	15-05-2018	15	LENOVO i5	Lenovo		1
29	Desktop	15-05-2018	15	LENOVO i5	Lenovo		1
30	Desktop	15-05-2018	15	LENOVO i5	Lenovo		1
31	Desktop	15-05-2018	15	LENOVO i5	Lenovo		1
32	Desktop	15-05-2018	15	LENOVO i5	Lenovo		1
33	Desktop	15-05-2018	15	LENOVO i5	Lenovo		1

S No.	Description Of Asset	Dated Of Purchase	Cat	Configuration/ Brand	Brand	Serial No / Model	Qty
34	Desktop	15-05-2018	15	LENOVO i5	Lenovo		1
35	Desktop	01-12-2018	15	i5	Unknwon		1
36	Desktop	01-12-2018	15	i5	Unknwon		1
37	Desktop	18-08-2020	15	i5	Unknwon		1
38	Desktop	18-08-2020	15	i5	Unknwon		1
39	Desktop	18-08-2020	15	i5	Unknwon		1
40	Desktop	18-08-2020	15	i5	Unknwon		1
41	Desktop	18-08-2020	15	i5	Unknwon		1
42	Desktop	18-08-2020	15	i5	Unknwon		1
43	Desktop	18-08-2020	15	i5	Unknwon		1
44	Desktop	27-07-2019	15	LENOVO i5 (PG01PB55)	Lenovo		1
45	Desktop	27-07-2019	15	LENOVO i5	Lenovo		1
46	Desktop	25-05-2022	15	ACER i5	Acer	UXBH5SI724M2228246	1
47	Desktop	25-05-2022	15	ACER i5	Acer	UXBH5SI724M2228284	1
48	Laptop	01-01-2012	15	i5	Sony	SONY	1
49	Laptop	01-01-2012	13	i3	Dell	DELL	1
50	Laptop	26-06-2016	17	i7	Dell	DELL (8553VD2)	1
51	Laptop	01-012012	13	i3	НР	НР	1
52	Laptop	03-10-2019	13	i3	Lenovo	LENOVO	1
53	Laptop	06-05-2021	15	i5	Lenovo	LENOVO	1
54	Laptop	25-10-2021	17	i7	HP		1
55	Printer		MFP	HP 1536dnf MFP	НР		1
56	Printer		MFP	M1213nfMFP	HP		1
57	Printer		Prn	P1007	HP		1
58	Printer		MFP	M1136 MFP	НР		1
59	Printer		Prn	P1566	НР		1
60	Printer		Prn	P1106	НР		1
61	Printer		Prn	1566	НР		1
62	Printer		MFP	MFP M226DW	НР		1
63	Printer		Prn	P1106	HP		1
64	Printer		Prn	1566	НР		1
65	Printer		MFP	HP 1213nf MFP	НР		1
66	Printer		MFP	M132SNW	НР		1
67	Printer		MFP	MFP M477DW	НР		1
68	Printer		Prn	1566	НР		1
69	Printer		Prn	M1136	НР		1
70	Printer	19-07-2018	Prn	P1106	HP		1
71	Printer	16-05-2018	MFP	HP M132SNW MFP	НР		1
72	Printer	24-11-2020	MFP	HP M132SNW MFP	HP		1

S No.	Description Of Asset	Dated Of Purchase	Cat	Configuration/ Brand	Brand	Serial No / Model	Qty
73	Printer	24-11-2020	MFP	HP LASERJET PRO M1136MFP	HP		1
74	Printer	24-11-2020	MFP	HP LASERJET PRO M329DW	НР		1
75	Printer	24-11-2020	MFP	HP LASERJET PRO M329DW	НР		1
76	Printer	24-11-2020	MFP	HP LASERJET PRO M329DW	HP		1
77	Printer	25-06-2021	MFP	HP LASERJET PRO M329DW	НР		1
78	Printer	25-06-2021	MFP	HP LASERJET PRO M329DW	HP		1
79	Printer	23-12-2021	MFP	HP LASERJET PRO M138fnw	HP		1
80	Printer	23-12-2021	MFP	HP LASERJET PRO M138fnw	HP		1
81	Printer		MFP	HP LASERJET PRO M329DW	HP		1
82	Printer		MFP	HP LASERJET PRO M329DW	НР		1
83	Photo Copier			Canon Ir 2625	canon		1
84	Camera			CP Plus HD Camera	CP Plus		32
85	DVR			CP Plus 32 Channel	CP Plus		1
86	Camera			Hikvision HD Camera	Hikvision		4
87	DVR			Hikvision 4 Channel	Hikvision		1
88	Biometric			ESSL Face recognization Attendance	ESSL		1
89	Network Switch (Un- managed)			Dlink 24 Port Unmanaged	D-Link		4
90	EPBAX			Corel SBDX 32 Extention	Coral		1

\*\*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 of modified.

(SEAL AND SIGNATURE OF Authorized Signatory)