

Intelligent Communication Systems India Limited.  
(A Joint venture of TCIL & DSIIDC)  
Administrative Building  
Above Post Office, Okhla Phase-III,  
New Delhi – 110020 (India)

**NIT for Hiring of Agency for conducting Typing Tests**

**Tender No: ICSIL/02/35/Tender for Conducting Typing Test**  
**Issued on: 30<sup>th</sup> December 2020**

Issued By:

**MM Division**

Intelligent Communication Systems India Limited.  
Second Floor,  
Tel: +91 (11) 26929051, 26830338  
Email: nafeesa@icsil.in  
Visit us at <http://www.icsil.in>

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## SECTION-1

### 1. NOTICE INVITING TENDERS

Intelligent Communication Systems India Ltd. is a joint venture of Telecommunications Consultants India Ltd. (TCIL), a Govt. of India enterprise, under Ministry of Communications and Delhi State Industrial and Infrastructure Development Corporation (DSIIDC), an undertaking of Delhi government. From 1987, the year of its inception, it has provided exemplary service in the IT sector, specializing in providing complete solutions in computerization, networking and telecommunication. 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 online offers from Vendors for “Hiring of Agency for conducting Typing Tests” on Open Tender Enquiry (Two Bid System) Basis. Complete tender document is available on Delhi Govt. e-Procurement Portal <https://govtprocurement.delhi.gov.in> and on ICSIL’s website: [www.icsil.in](http://www.icsil.in). Bids must be submitted online on Delhi Govt. e- Procurement Portal <https://govtprocurement.delhi.gov.in>. Offline bids will not be accepted.

**Last date of submission of e-tender is 19/01/2021 up to 15:00 hours and documents to be submitted off line at the following address by the due date i.e. 19/01/2021 upto 15:00 hours :-**

**INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD.  
Administrative Building, 1st Floor, Above Post Office Okhla Industrial Estate,  
Phase-III, New Delhi -110020  
PH. 011-26929051, 26830338**

Name of the Work	“Hiring of Agency for conducting Typing Tests”
Tender No	ICSIL/02/35/Tender for Conducting Typing Test
Bidding System :	e-Tender. Delhi Govt.e-portal <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> and ICSIL Website <a href="http://www.icsil.in">www.icsil.in</a>
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 (Two Bid System)
Availability of Tender document	Delhi Govt. e-Tender Portal <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> and website of ICSIL i.e. “ <a href="http://www.icsil.in">www.icsil.in</a> ”
Uploading of Open tender enquiry (Two Bid System)	30/12/2020
Contact person for seeking clarifications	Coordinator (RC&MM), ICSIL ,New Delhi-110020

Contact details of the contact person	Email: <a href="mailto:sharma.jitender513@gmail.com">sharma.jitender513@gmail.com</a> Contact No-011-26929051, 26830338 / 7011771628
Last date and time for submission of Bid	19/01/2021 at 15:00 hrs.
Date and Time of opening of Technical Bid	19/01/2021 at 15:30 PM
Date and Time of opening of Financial Bid	To be communicated Later on
Tender Fee	NIL
Earnest Money Deposit (EMD)	Rs 40,000.- in the form of Demand Draft in favour of Intelligent Communication Systems India Ltd., New Delhi-110020

### **Eligibility Criteria**

The bidder shall fulfill the following Eligibility Criteria: -

1. The bidder should be registered agency registered under Indian Registration Act 1908 / Indian Partnership Act 1932/ Companies Act 1956, providing similar kind of work/services for Last five years ending 30/11/2020. Copy of Partnership Deed in case of Partnership Firm/ Articles of Association (in case of registered firm)/ Certificate of Incorporation  
Please submit Copy of Certificate of Incorporation, Bidder profile & work experience.
2. The bidder should have minimum average annual Financial Turnover of not less than Rs. 10 lakhs during the last three years i.e. F.Y. 2016-17, 2017-18 & 2018-19, ending 31st March 2019.  
(Bidder should submit CA certified Annual Report- Audited Balance Sheet and Profit & Loss Statement for the respective years)
3. The Bidder should have experience of successfully conducting Online Computer Based Tests/Typing Test Examinations in last 5 (years) years ending 30<sup>th</sup> November 2020 and submit documentary proofs as under: -
  - a. One similar work order amounting not less than the amount of Rs. 16 lakh within a period of 30 days from the date of Client's PO.  
Or
  - b. Two similar work orders of amount not less than the amount of Rs. 10 lakh each completed in not more than 30 days period from the date of Client's Purchase Order  
Or
  - c. Three similar work orders of amount not less than the amount of Rs. 8 lakh each completed in not more than 30 days period from the date of Client's Purchase Order

Similar Work means as per details given in the Scope of Work in "Section 6"  
(Please submit copy of Work Order/Contract and Satisfactory Completion Certificate from the Client).
4. Bidder must have a valid ISO 9001:2015 and application software must be CERT-IN certified.  
(Please submit a Copy of ISO 9001:2015 and valid CERT-IN certification).

5. The Bidder should have a permanent establishment in Delhi / NCR. (Please submit copy of address proof).
6. The bidder should have PAN/TAN and GST registration certificate. (Please submit copy of PAN/TAN and GST registration certificate).
7. The Agency should not have been blacklisted/debarred by any Central/State Government/Public Sector Undertakings/autonomous body. Declaration to be attached as per Annexure-I
8. Only such bidders will be considered for allotment of work who are having in their possession adequate infrastructure i.e. ICT hardwares, experienced & qualified manpower.
9. The bidder must submit Earnest Money amounting to Rs. 40,000/- (Rupees forty thousand only) by way of DD in favour of "Intelligent Communication Systems India Ltd." from a scheduled bank having branch at Delhi/New Delhi along with the Bid

**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** Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

**NB: 4** Tenders received without EMD/inadequate EMD shall be summarily rejected. The bidder must apply online through the e-procurement portal of Delhi Govt only, before the last date and time of submission of tender document in order to bid for this tender. The vendor may visit the e-portal of Delhi Govt well in advance and acquaint himself with the process and procedure to be followed for on live submission of the tender.

**NB: 5** In case of Micro and Small Enterprises (MSEs), the valid registration certificate / Udyog Aadhaar Memorandum has to be submitted.

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.

**NB:6** Authorisation in original for the Authorised signatory for the submission of tender must be submitted for this e-tender, issued by the Proprietor/Board of Director/Directors.

#### **CONTACT INFORMATION:-**

**ICSIL Contact-1** - **Coordinator (RC&MM)**  
**Telephone: 011-26929051, 26830338 / 7011771628**  
**E-mail ID: [sharma.jitender513@gmail.com](mailto:sharma.jitender513@gmail.com)**

**ICSIL Contact-2** - **Engineer MM Div.**  
**Telephone: 011-26929051, 26830338 / 9560729470**  
**E-mail ID: [nafeesa.icsil@gmail.com](mailto:nafeesa.icsil@gmail.com).**

The Financial Offers of only those parties who qualify in the Part-I (Techno Commercial Offer) 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.

**-END OF SECTION 1-**

## SECTION 2

### 2. 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:-**

Section 1	Notice Inviting Tenders
Section 2	Instructions to Bidders
Section 3	General (Commercial) Conditions of the Contract
Section 4	Special Conditions of the Contract
Section 5	Bill of Quantities & Price Bid Schedule
Section 6	Scope of Work
Section 7	Format of Performance Bank Guarantee (PBG)
Section 8	Bid Submission Form

##### **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. 40,000/- (Rupees Forty 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. The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.
  3. The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.
  4. The bid security may be forfeited under the following circumstances: -
    - a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
    - b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
    - c) If he fails to supply/provide the Goods/Service in terms of the project as per delivery schedule.
  5. No interest is payable on EMD.
  6. 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**

Only the following 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 web-site <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 N.I.T.
- b) Copy of Demand Draft amounting Rs. 40,000/-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. ICSIL/02/35/Tender for Conducting Typing Tests”. 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 shortlisted bidder shall, within 10 (ten) days, submit Performance Bank Guarantee (PBG) issued by a scheduled Bank from its branch in Delhi, equivalent to 10% of the value of the Work Order/Purchase order valid for 15 months from the date of its issuance.

b) The Performance Bank Guarantee 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.

#### **15. Indemnification**

- Agency shall be responsible for all the claims demand or dispute of any nature against ICSIL , whosever would be raised by any person or organization with regard to the Tender works.
- Agency shall indemnify the ICSIL against any such future claim, demand or dispute any nature against ICSIL , whosever would be raised by any person or organization with regard to the Tender works
- Agency undertake to maintain necessary records/registers etc and submit the required documents to various authorities timely as required under various laws from time to time.
- Agency undertakes that in case of termination of this work agency shall comply with all legal requirements and ensure no claim/complaint/demand or dispute of any nature shall be raised on ICSIL.

#### **16. Inspection**

ICSIL may get the entire process as per scope of work including infrastructure being used at Test centre audited /inspected by a third party as and when required.

**- END OF SECTION 3 -**

## SECTION – 4

### 4. SPECIAL CONDITIONS

#### **1. PRICE BASIS**

All Inclusive as per scope of the defined work in section-6.

#### **2. PAYMENT TERMS**

- (a) The payment will be made in Indian Rupees only. The mode of payment shall be as follows, subject to submission of pre-receipt invoice/bills in duplicate after the successful completion of each Typing Test as per the accepted rate in the contract.
- (b) 100% payment of the bills will be made only after compliance of all the conditions as under:
  - i) Satisfactory and timely completion of the Typing test.
  - ii) Submission of the complete result data along with its date-wise/consolidated back-up files/text files of Typing Result in hardcopy and soft copy as required by ICSIL.
- (c) The agency shall not provide, by way of sale or otherwise, any kind of data to any third party.
- (d) Further, the agency shall not use such data for any work/purpose other than that of ICSIL. The Bidder shall be fully responsible for all claims made by the third party and shall also be responsible for all expenses incurred by ICSIL in any litigation initiated by any third party.

#### **3. PAYING AUTHORITY:**

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

#### **4. DELIVERY/COMPLETION:-**

The Typing Test and result processing activities should be concluded within and as per the details given in Section-6, Sl No.6.

#### **5. INSPECTING AUTHORITY:-**

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

#### **6. PERFORMANCE SECURITY**

The shortlisted bidder shall, within 10 (ten) days of issue of Intent/Work Order, submit Performance Bank Guarantee (PBG) as per format in Section.7, issued by a scheduled Bank from its branch in Delhi, equivalent to 10% of the value of the ordered work , valid for 15 months from the date of its issuance.

#### **7. PERIOD OF AGREEMENT**

This agreement shall be valid initially for a period of 12(twelve) months extendable for a further period of 12 (twelve) months at the same rates, terms and conditions of the NIT, subject to satisfactory performance at the end of the first 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 after the date of bid opening. 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 a week or part of a week subject to 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 Bank Guarantee and may also debar the Supplier for future purchases.

4. Liquidated Damages can be recovered from any dues of the Supplier.

10. Undertaking on contingent Liability and Responsibility after completion of work to be submitted by the bidder in attached format "Annexure-II".

## **11. PENALTY:-**

Breach of the information/data & unauthorized access/distribution of information related to the examination to any unauthorized person/agency will result into forfeiture of the whole payment along with a legal action as deemed fit.

**- END OF SECTION 4 -**



**SECTION – 5**

**5. PRICE BID SCHEDULE**

**PRICE/RATE FOR CONDUCTING OF TYPING TESTS ON COMPUTERS IN RESPECT OF LIST OF CANDIDATES TO BE PROVIDED BY ICSIL**

To be submitted on official letter head						
Quotation for Conduct of Typing Tests on Computers						
Sr. No.	Name of Bidders	No. of Candidates	Price in Rs. Per Candidate	Rate of GST (%)	Tax amount in Rs. Per Candidate	Total Amount in Rs. Per Candidate
(A)	(B)	(C)	(D)	(E)	(F)	(G)
1.	To conduct Typing Tests on Computers with valid commercial Licensed Typing application CERT-IN certified and duly calibrated Software in fully equipped computer lab/s along with necessary requisites (ICT infrastructure) for Computer Typing Test.	20,000 Nos.				

**Total Quoted Rate for 20000 Candidates= 20000Nos. x Value in column (G)= Rs. \_\_\_\_\_**

**Total Amount in words: - Rupees \_\_\_\_\_**

Signatures: - : \_\_\_\_\_

Name of the Person. : \_\_\_\_\_

Organization : \_\_\_\_\_

Address : \_\_\_\_\_

Seal of the Organization : \_\_\_\_\_

**END OF SECTION 5 -**

## **SECTION – 6**

### **Scope of Work:**

The scope of work for conducting the Typing Tests are as under: -

- 1.**The list of registered candidates with ICSIL shall be provided to the vendor/agency.
- 2.** To generate admit cards of all the registered candidates along with intimation of examination details like Application ID, Job ID, Venue, Date, Slot number, etc. to the candidates on their mobile number and email ID's. COVID-19 pandemic SOPs instructions shall also be conveyed.
- 3.**Genuine rectification in the admit card's details will be done by the agency, if required.
- 4.** Verification of the admit cards with their original IDs and frisking of the candidates will be done by the agency.
- 5.**Fully technically equipped computer lab/s with a capacity to conduct exam of at least 1000 candidates per day in batches of 100 candidates.
- 6.**The typing test will be conducted on valid commercial licensed typing application CERT-IN certified and duly calibrated software and the agency will be responsible for its authenticity, robustness and applicability and should submit undertaking along with a demo to ICSIL authorities as and when required by ICSIL. The entire process of Typing test shall have prior approval from ICSIL.
- 7.**The confidentiality integrity and availability of the whole Typing Test process shall be the liability and responsibility of the agency.
- 8.**Daily attendance report (Date wise, Batch Wise and center wise) of the candidates will be submitted to ICSIL office in real time.
- 9.**Detailed performance report results of the candidates tested will be submitted to ICSIL as per the format required by ICSIL. Details attached as Annexure (III)
- 10.**ICSIL may ask for any kind of MIS reports relating to Typing Test.
- 11.**All the support of IT Engineers and Technicians will be provided by the agency.
- 12.**Typing software used will have prior approval of ICSIL.
- 13.** Typing Centers shall be in New Delhi/Delhi only.
- 14.** Batch wise attendance and result shall be shared with ICSIL designated e-mail ID on real-time basis.
- 15.**NDA to be signed with the successful bidder.
- 16.**Batchwise Paragraph to be changed or as per requirement specified by ICSIL.
- 17.**Payment Gateway to be provided for candidates for fees payment to ICSIL.

**18. The type of tests to be conducted by the agency shall be as follows:-**

<b>Sr. No.</b>	<b>Types of Typing Tests</b>	<b>Duration of Typing Test (Trial Test+ Actual Test)</b>	<b>Details of Batch</b>
<b>1.</b>	Candidate's Typing Speed Test @ minimum 30wpm or as required by ICSIL	5 minutes	Minimum 1000 candidates per day with minimum 10 batches of 100 each.

**19. Venue provided by the bidder should have the following facilities/infrastructure:-**

- Agency shall conduct Typing Test at a specified Venue subject to fulfillment of all terms and conditions enumerated in the Tender. An undertaking to the effect that Venue is in their Possession shall be provided.
- Convenient accessibility to the premises of Typing Test Venue by public transport.
- Noise/disturbance free environment, fire safety measures and law and order arrangement to be ensured by the agency.
- The Venue must have required ICT infrastructure for carrying out the test.
- CCTV recording to be available at all centers, Footage shall be provided to ICSIL with playback software, for which demo will be given to ICSIL and the agency shall maintain recording backup for at least 3 years.
- To supply date-wise/consolidated back-up files/text files of Typing Result in hardcopy and softcopy (in duplicate).
- Separate toilet facilities for Male and Female candidates/Staff.
- All the Rooms must be fully air conditioned (AC).
- The Premises must be easily accessible for Persons with Disabilities and in compliance of various rules of Government in this regard.
- Venue should be commercially licensed to conduct these types of typing test.

**COVID-19: SOP Instructions for the conduct of Typing Tests during Covid -19 pandemic:-**

1. Decontaminate the Centre before and after each Batch/Day. There should be a minimum distance of two meters between candidates.
2. Candidates should maintain social distancing while commuting to and from the Typing Test centre and from the time of entry at center till the exit from the center.
3. Candidates should not be allowed to crowd outside or inside the exam hall.
4. Mobile phones and wrist watches shall not be allowed inside the examination Hall. Candidates may be allowed to bring their own hand sanitizers and drinking water.

5. Candidate should not share personal items like mask, gloves, water bottle etc
6. Thermal scanning to be used before entry in to the exam halls.
7. It is mandatory to wear a face mask properly at all times.
8. Spitting to be strictly prohibited
9. Those who are having Fever, Cough, Breathing difficulty or signs of upper respiratory infection shall not be allowed inside the exam center.
10. Facility for sanitization should be there in front of all centers.
11. Examiners/Invigilators should keep social distance from the candidates. They should wear gloves.
12. Candidates are advised to go away from the premises of the exam centre immediately after the examination.
13. Candidates should be advised to avoid speaking face to face as far as possible, if any candidate does so it will be at his/her own risk.
14. Candidate shall be advised not to use lifts and touch or lean-to handrails, walls etc.
15. Agency shall advice the candidates & ensure that all the SOP's of COVID-19 pandemic are followed by the candidates appearing for the test.

**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 \_\_\_\_\_ 2020 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, Ist 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 includes 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 guarantee 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.- ICSIL/02/35/Tender for Conducting Typing Test, dated 30.12.2020 for Hiring of Agency for conducting Typing Tests

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)
2016-2017		
2017-2018		
2018-2019		
<b>Average Turnover</b>		

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-**

## Annexure-I

Tender no: ICSIL/02/35/tender for conducting Typing Test

Date

### No-Conviction Certificate

To,

**INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD.  
Administrative Building, 1st Floor,  
Above Post Office Okhla Industrial Estate,  
Phase-III, New Delhi -110020**

Dear Sir

In response to your above Tender, This is to certify that \_\_\_\_\_ (Name of the organization), having registered office at

\_\_\_\_\_ (Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department or Court of law anywhere in the country.

Signature:

Name of the Authorized Signatory:

Designation:

Contact details (including E-mail):

Date:

P.S :- In case of Joint Venture, No-Conviction Certificate has to be submitted by all the partners.

## **Annexure-II**

(Company letterhead)

[Date]

**To,**

**INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD.  
Administrative Building, Ist Floor,  
Above Post Office Okhla Industrial Estate,  
Phase-III, New Delhi -110020**

**Ref: Tender no. ICSIL/02/35/Tender for conducting Typing Test.**

**Sub: Undertaking on Contingent liability and Responsibility during and after completion of work**

Sir/Madam,

1. I/We as Service Provider for conducting typing tests of candidates whose names and other relevant details provided by M/s Intelligent Communication Systems India Limited(ICSIL), New Delhi do hereby understand the requirement of ICSIL as mentioned in the said tender and undertake to provide ethical services and undertake to pay, in case of any complaint or default on our part directly or indirectly related to the work carried out by us, the contingent liability which will be not more than the total value of the contract or as may be decided by the court in the event of any dispute.
2. We also undertake to provide desired inputs or information relating to the process, systems (hardware, software and connectivity, etc.) used for carrying out the typing tests of candidates as may be required by ICSIL immediately even after completion of the typing work assigned to us by ICSIL. We shall keep all such records with us for future reference.

Yours faithfully,

Authorized Signatory  
Designation

## Annexure-(III)

### Company letter head

Date: / / 2020

#### Typing Test Result

1. Application Id. No.

2. Aadhar No.

2. Name of the Candidate

3. Father's Name

Typing Test Result:

a. Typing Speed Gross

b. Typing Speed Net

c. Accuracy

Minimum Required Net Speed is \_\_\_\_\_ wpm

Pass / Fail:

Paragraph Contents

Remarks, If any

**Invigilator**

**Project Incharge**