

**Intelligent Communication Systems India Ltd. (ICSIL)**  
(Joint Venture of TCIL – A Govt. of India Enterprise & DSIIIDC – An Undertaking of Delhi Govt.)  
Administrative Building, 1<sup>st</sup> Floor, Above Post Office, Okhla Indl. Estate, Ph.-III, New Delhi -110020  
Phone: 26929051, 26830338, Fax: 26830347, e-mail: [info@icsil.in](mailto:info@icsil.in), [www.icsil.in](http://www.icsil.in)

NIT NO: F.1 (ICSIL)/01/241/2013-14,

New Delhi, Dated: 14.11.2013

MD, ICSIL invites Sealed Bids from the Bidders in Two Bid System i.e. Technical & Commercial Bid (to be addressed & sealed separately) for satisfactory **supply and Installation of hardware (as per the specification / requirement shared here below)** in the Department of Govt. of NCT of Delhi. The supplies are to be made strictly as per specifications given hereunder. The quantity given in the bid is tentative and may vary.

The detail of hardware items & software etc (specifications as per Commercial bid format) to be filled & also mentioned in Technical Bid along with the technical compliance, as against the specification mentioned here below. **Tender time line, Tender Processing Fee, EMD and other Terms and Condition are also attached for compliance.**

Commercial Bid Format

S.No	Description	Quantity	Units	Rate in INR inclusive of taxes, duties, levies, etc
	<b>IT Products:</b>			
1	Desktop Computer with preloaded Operating System: Configuration: Intel core i5, CPU: 2300. Hard Disk Drive: 500 GB Drive: DVD ROM Drive. Operating System: Windows 7 Professional or higher preloaded. Three year warranty	1	Nos.	

**Note: All Hardware must have a 3 Year warranty and Rates should be inclusive of all taxes, duties, levies etc.**

**Signature, name and designation of authorized signatory**

## **Eligibility Criteria and Other Terms and Conditions:**

The sealed tenders should be submitted with superscription "TENDER NO. F.1 (ICSIL)/01/241/2013-14", Dated: 14.11.2013 and submitted to General Manager (Business) at the above address.

### **1. Timeline:**

- i. Last date of submission of Sealed Quotations 20-11-2013 by 2:00 PM
- ii. Date and Time of opening of Bids 20-11-2013 by 3:30 PM

**Note: The bidders may themselves or through their representatives are allowed to watch the proceedings of opening of Bids.**

### **2. Tender Processing Fee:**

A non-refundable fee of Rs. 500/- (Rs. Five hundred Only) to be deposited in the form of Bank Draft in favor of ICSIL payable at New Delhi.

### **3. Earnest Money Deposit:**

EMD in the form of demand draft for a sum of Rs. 5000/- (Rs. Five Thousand Only) drawn in favor of ICSIL, payable at New Delhi, from a scheduled bank.

**Note:** Tender Fee & Earnest Money Deposit as mentioned here above to be enclosed in the Technical bid. The Earnest Money Deposit (EMD), without any interest will be refunded only to those Bidders who fail to submit the bid as is required in the Tender Document, after the selection of qualified bidder. An undertaking as given in "ANNEXURE – A" is required for the refund of EMD to the unsuccessful bidders.

### **4. Eligibility Criteria:**

- i. The System Integrator participating in this tender must submit the Authorization of Original Equipment Manufacturer for Desktops, to participate against the mentioned tender, failing which the bid shall be rejected.
- ii. The bidder should be registered with VAT Department. Copy of valid VAT Registration Certification must be submitted in the Technical Bid.
- iii. The bidder should have Income Tax PAN in its name and copy of the same must be enclosed in the Technical Bid.
- iv. A self-certificate that the bidder has not been black listed by any department of the Central/State government in the past three years, is to be submitted in the Technical Bid.
- v. Service Tax Registration: Service Tax registration is mandatory. Please attach proof of valid Service Tax Registration Certificate.

- vi. The bidder should be an IT Company and dealing with sale/supply of IT Products to Govt. Departments.
- vii. 80% of the Payment shall be made to the successful vendor after submission of Delivery Report and balance 20% shall be released on receipt of payment from client.
- viii. Bids not accompanied by desired documents, would be summarily rejected. Undertaking for subsequent submission of any of the above document will not be entertained. However, ICSIL reserves the right to seek fresh set of documents or seek clarifications on the already / submitted documents.
- ix. The firm should have a registered office in india.

**5. Bid Submission Process :**

- i. Bids are to be submitted on the prescribed format.
- ii. Firms are requested to submit the proposal in English language only.
- iii. In case, the day of bid submission is declared Holiday by Government of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- iv. Ambiguous bids will be out rightly rejected.
- v. ICSIL will **NOT** be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- vi. The offers submitted by telegram/ fax/ E-mail etc. shall **NOT** be considered. No correspondence will be entertained on this matter.
- vii. Financial bid may be submitted as per the prescribed format.
- viii. Financial bids will be evaluated on the basis of sum of price of all the items taken together inclusive of all taxes, duties, levies etc.
- ix. The price shall be for delivery at desired destination in Delhi including Installation, satisfactory, commissioning, complete operationalization, training of POS Software and including statutory levies, if any.
- x. Bidders shall indicate their rates in clear/visible figures .
- xi. Any alteration and cutting in the bid should be duly countersigned else it will be out rightly rejected.
- xii. Conditional tenders shall **NOT** be accepted on any ground and shall be rejected straightway.
- xiii. Bids not quoted as per the format given by ICSIL will be rejected straightway.

- xiv. When deemed necessary, ICSIL may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their quote has been accepted.
- xv. No enquiry shall be made by the bidder during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of ICSIL can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.
- xvi. ICSIL reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items at the cost of the vendor. No payment will be made for rejected items.
- xvii. The OEM/ Authorized Business Partner shall have the right to know the details of rejection of this Tender.

#### **6. Performance Bank Guarantee:**

EMD of successful bidder will remain deposited with ICSIL as Performance Bank Guarantee till the successful completion of work.

#### **Payment Terms :**

- i. Bill for release of payment should be submitted in triplicate along with satisfactory completion certificate from the client department for the activity/Task for which the bill is being raised. In the absence of satisfactory completion certificate, the bill for payment shall not be processed and released.

#### **7. Penalties:**

The Project shall have to be completed within 15 days from the date of issue of work order. In case of delay beyond the time of completion of project, A penalty will be imposed as guidelines of IT department.

#### **8. Validity Of Tender and Rates:**

The Tender and the rates are valid for a period of **180 Days** from the date of opening of Commercial Bid. The validity time may be extended by ICSIL.

**9. The EMD will be forfeited:**

If a bidder withdraws his bid after becoming L1 and not accepting the Purchase order.

The Bid Security will be forfeited in case successful bidder dishonors his bidding commitments and not depositing the Performance Security in the prescribed time.

Further, in case of forfeiture of the EMD or Security Deposit or Cancellation of the Work Order due to default, if any, the bidder would be debarred from participating in the next 3 tenders released by ICSIL.

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

**ARBITRATION:**

In the event of any dispute or breach of conduct of difference which may arise at any time, shall be referred to the Delhi High court arbitration center as per its corresponding rules. The proceeding will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue of the Arbitration proceedings shall be Delhi. In case Arbitration is invoked by either parties. The party shall be bound to submit their entire claims at the time of invoking arbitration.

**“ANNEXURE – A”**

**PROFORMA FOR REFUND OF EMD  
(ON COMPANY’S LETTER HEAD)**

Date:

To,  
The Managing Director,  
Intelligent Communications Systems India Limited.  
Okhla Industrial Area,  
New Delhi-110020

Sub: Refund of EMD of Rs. 5,000 /- Against the Tender No.F.1 (ICSIL)/01/241/2013-14,  
Dated: 14.11.2013

Sir,

The Tender proceedings have been done our presence as per rules & regulations. Both technical and financial bids were scrutinized as per rules. We had participated in the bid and since we have not been the successful bidder, so we request you to kindly release the EMD. It is also undertaken that all the submission made by us/Undertaking/affidavit given are true to the best of our knowledge. We do not have any grievances against the process no we intent to go into litigation proceedings at a later stage.

We are waiting for kind confirmation.

In case you need any further clarifications or confirmations, we shall provide the same immediately.

Thanking You

Yours Faithfully  
(Name of the Firm)

Authorized Signatory

**“ANNEXURE – B”**

**PROFORMA FOR PERFORMANCE GUARANTEE**

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

To \_\_\_\_\_

The Managing Director,

Intelligent Communication Systems India Limited (ICSIL),

Administrative Building, 1<sup>st</sup> Floor, Above Post Office,

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

1. Against contract vide Acceptance of the Tender No. F.1 (ICSIL)/01/241/2013-14 dated 14.11.2013 for supply of Procurement to ICSIL (hereinafter called the said 'contract') entered into between the Managing Director, Intelligent Communication Systems India Limited (ICSIL), (hereinafter called "the Purchaser") and \_\_\_\_\_ (hereinafter called the Bidder). This is to certify that at the request of the BIDDER we \_\_\_\_\_ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We \_\_\_\_\_ Bank Ltd, further agree that the

Guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all

Respects of the said contract by the bidder i.e. till \_\_\_\_\_ hereinafter

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

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

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

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



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

Date:

Signature

Place:

Printed Name

Witness

(Bank's common seal)