Tender Document for Maintenance of Comprehensive onsite AMC of Backup Device Hardware

Part – A

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
‘ICSI HOUSE’ 22 INSTITUTIONAL AREA LODI ROAD NEW DELHI-110 003

Tender No: ICSI: 2014 (BDAMC) Date: June, 26, 2014

Sealed tenders are invited for maintenance of comprehensive onsite AMC of Backup Device hardware as per the details given in the Part “C” of the Tender Document. The terms and conditions governing the instant Tender are as under:

1. The tender document may be obtained during working hours from June 26, 2014 to July 7, 2014 (till 1.00 PM) on all working days on payment of Rs. 100/- from the Reception Counter of the Institute by submitting a demand draft in favour of “The Institute of Company Secretaries of India”, payable at New Delhi. The tender document can also be downloaded from the website of the Institute (www.icsi.edu) for which parties would be required to enclose a demand draft of Rs. 100/- towards the cost of the tender document along with their quotes, failing which the tender shall be out rightly rejected.

2. The sealed tenders are to be submitted in prescribed format on your business letter head duly stamped and signed and dated on each page of Part ‘A’ & ‘B’ and ‘C’ as their unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender should be duly authenticated by the vendor/s. No over-writings shall be accepted unless authenticated with full signature of the vendor/s.

3. Each tenderer shall submit the tender in two separate sealed envelopes, Part ‘A’ & ‘B’ along with EMD should be put in envelope No. 1 (Please mark the envelope as “No. 1 – Technical Bid”), Envelope No. 2 will contain only Part ‘C’ (Please mark the Envelope as “No.2 – Financial Bid”). Both the sealed envelopes bearing No. 1 and 2 are to be put in main envelop i.e. Envelope No. 3.

4. The sealed quotation duly super scribed, “Tender Document for Maintenance of Comprehensive onsite AMC of Backup Device Hardware on July 07, 2014 by 3:00 PM”,
should be addressed by name to Shri Sutanu Sinha, Chief Executive, The ICSI and sent at the Institute’s address given below either by registered post/speed post/or by dropping in the tender box placed at 3rd floor of Institute’s Headquarter & should reach on or before 3 PM on to July 7, 2014.

Address:

Shri Sutanu Sinha  
Chief Executive  
The Institute of Company Secretaries of India  
ICSI House, 22, (3rd Floor : Tender Box)  
Institutional Area, Lodi Road  /New Delhi-110003

Tenders received after the stipulated date and time shall not be entertained. The Institute shall not be liable for any postal delays whatsoever and tender received after the stipulated time/date are liable to be rejected summarily without giving any reason.

5. The Technical Bid shall be opened on to July 8, 2014 at 11:00 AM in the Institute of Company Secretaries of India at ICSI House, 22 Institutional Area, Lodi Road, New Delhi in the presence of those tenderer(s) who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.

6. ICSI shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.

7. Non acceptance of the terms and conditions as stated in Part A and non submission of the stipulated Earnest Money Deposit (EMD) shall render the tender invalid. Only tenderers whose INFRASTRUCTURE particulars as stated in Part A & B are determined to be in consonance with Institute’s requirements shall be considered further in the Tender Evaluation Process.

8. 

A. The vendors are required to study the Institute’s hardware as per the configuration/specifications as indicated in Part C while quoting for the maintenance charges for the same.

B. The term “maintenance” implies comprehensive maintenance which will cover replacement of all defective parts/equipments of Backup Device. The vendors
will have to ensure the availability of spares and consumables of the hardware under maintenance.

C. The backup device hardware is located in its ICSI-Noida office at C-37 Sector 62 Noida. The selected vendor will be required to maintain the system in the mentioned site.

D. Annual Maintenance Charges will be paid on six monthly basis at the end of each six month for the preceding six month and the rates quoted shall remain valid for a period of One (1) Year.

E. Bids shall be valid for 90 days from the date of opening of bids.

F. You will be responsible for the trouble free integrated working of the hardware and software.

G. The response time for domain specialist for attending to faults for the Backup Device will be two (2) hours after they are reported to you. You will rectify the faults within maximum Four (4) hours of lodging the complaint failing which you will arrange temporary replacement of the equipment and ensure that services are restored. In case you fail to meet any of these requirements, penalty at the rate of Rs.1000/- per day or part thereof for delay shall be imposed after which the Institute will have the right to arrange repairs/replacement at the cost and risks of vendor. In case the standby is provided, the original equipment should be repaired and returned within maximum 7 (seven) days of taking it failing which penalty @Rs.500/- per day or part thereof for the delay will be imposed. The vendor will document each & every complaint made to it verbally, telephonically or in writing. For each complaint the time of lodging the fault and closing of the issue must be clearly mentioned.

H. Payment of any kind what-so-ever will not be made to the vendor except the one mentioned in the related work order/tender.

I. Escalation matrix up to the level of CEO must be provided with phone numbers and e-mail addresses of all personnel in the matrix.

9. Vendors are required to deposit Rs. 1200/- (Rupees One Thousand Two hundred only) toward earnest money by way of crossed demand draft in favour of The Institute of Company Secretaries of India, payable at New Delhi. The earnest money of unsuccessful bidders will be refunded without interest within 90 days of opening of the tender. In the case of successful bidders, the earnest money deposited will be treated as security deposit and will be held for the entire period of annual maintenance contract period and shall be refunded without interest subject to satisfactory performance. In addition to this the vendor has to also submit a bank guarantee for Rs. 2,000/- (Rupees Two Thousand
Only) as security deposit for the entire period of annual maintenance contract. In the case
of contravention of the various terms and conditions as stated in the tender documents
and approved by way of work order, the security deposit will be liable for forfeiture.

10. The quantities indicated in Part –“C” is tentative and may be increased/ decreased at
the sole discretion of the Institute and the vendor shall have no right to claim any
minimum/definite volume of business.

11. All disputes, differences, claims and demands arising under or pursuant to or touching
the contract shall be referred to the arbitrator to be appointed by the Chief Executive of
the Institute of Company Secretaries of India, New Delhi. The award of the sole
arbitrator shall be final and binding on both the parties under provisions of the
Arbitration and Reconciliation Act, 1996 or any statutory modifications on re-enactment
thereof as in force. Place of such arbitration proceedings shall be at Delhi.

12. CONFIDENTIAL INFORMATION: During the term of this Agreement and thereafter, any
disclosing party’s Confidential Information received by the receiving party, under and by
virtue of this Agreement, shall be maintained in the strictest confidence and trust and
shall not be disclosed to a third party without the prior written consent of the disclosing
party, unless such information is required to be disclosed in pursuance of the order of a
competent court, tribunal or other regulatory authority exercising valid jurisdiction, in
which case the party required to make the disclosure shall promptly notify the other Party
in writing of such disclosure. For purposes of this agreement "Confidential Information"
means information that: (i) is sufficiently secret to derive economic value, actual or
potential, from not being generally known to other persons who can obtain economic
value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable
under the circumstances to maintain its secrecy or confidentiality.

13. Chief Executive of the Institute reserves the right to accept or reject any or all tender/s
received and such decision shall be final.

14. For any further details/clarifications, Shri Ankur Yadav, Joint Secretary (Senior Grade), IT
may be contacted (0120-4522012).

Date: June 26, 2014

(B. Pradhan )
DIRECTOR
## PART – B

### INFRASTRUCTURAL BID

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Particulars</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name and complete address of the Tendered Company</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Tele/Fax/E-mail/Cell No. Of the tendered company</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Contact person’s name &amp; residence telephone No.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Details of registered office, if any along with contact person’s name and tele. No.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Legal status i.e. public / private limited / any other along with documentary evidence</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Composition of Directors/ Partners etc</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Income-tax registration number along with documentary evidence</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>A) CIN number of the company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B) Service Tax Registration number (if any)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C) VAT (TIN No.) (if any)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>D) TAN of the company</td>
<td></td>
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<tr>
<td></td>
<td>E) Sales tax registration number along with documentary evidence</td>
<td></td>
</tr>
<tr>
<td></td>
<td>F) Please also specify, if you are registered with appropriate Authority under Works Contract Act, 1999. (Please provide details)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>List of existing clients to whom hardware maintenance service</td>
<td></td>
</tr>
</tbody>
</table>
under AMC has been provided in last 1 year with details of company, value of business, concerned person name & his telephone no. (Please attach full details)

| 10 | A) List of existing sites being maintained as per following: Name of the Company/Type of Hardware being maintained/No./Last Year’s turn over.  
B) Please indicate the hardware principal/s brands you represent and your level of association |
| 11 | Please indicate in full the following details:  
A) Manpower available – Technical & Non-technical Number and name of the personnel who can provide hardware support and do trouble shooting.  
B) Turnover of the company for last 3 financial years (Please attach supporting documents) |
| 12 | Paid up capital of the firm. |

Date: Name and Signature of bidder

With Corporate seal
**Part C:**

<table>
<thead>
<tr>
<th>SR NO</th>
<th>Product Details</th>
<th>Description</th>
<th>QTY</th>
<th>Comprehensive Onsite AMC</th>
<th>UNIT PRICE</th>
<th>TOTAL Price (Including all Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Make/Model:</strong> Tandberg data. Tandberg Model no :: 3503-LTO4</td>
<td>Comprehensive onsite AMC of Backup Device (including Firmware) and ARS for LTO 4-HH &amp; LTO-FH standalone Tape Drives.</td>
<td>1</td>
<td>1 Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: ____________________________
Name and Signature of bidder
With Corporate seal