Purchase: 2015-16(AMC) 26/05/2015

Sub: Comprehensive Annual Maintenance Contract for Computer Hardware

Dear Sir,

You may be aware that The Institute of Company Secretaries of India is a statutory body set by an Act of Parliament. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its head office is located at 22 Institutional Area Lodi Road, New Delhi-110 003.

The Institute proposes to award the comprehensive annual maintenance contract for 348 Hardware items as per list enclosed. Accordingly sealed Tenders are invited for maintenance of Computer Hardware.

The tender document may be obtained from Institute by making payment of Rs.500/- (Rupees Five hundred only) by submitting a demand draft in favour of The Institute of Company Secretaries of India payable at New Delhi or may download from the Institute's website at www.icsi.edu.

The sealed Tenders are to be sent to Mr. Sutanu Sinha, Chief Executive and officiating Secretary, The Institute of Company Secretaries of India, by name at the Institute's Headquarters address given below in the envelope super scribing "Quotation for Comprehensive Annual Maintenance Contract for Computer Hardware due on **June 05, 2015 by 3.00 PM.**

Should there be need for any clarification; the same can be had from the undersigned

Thanking you,

Yours faithfully,

(B. Pradhan)
DIRECTOR



<u>Tender Document for Comprehemsive Maintenance of Computer</u> Hardware

Part – A

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA 'ICSI HOUSE' 22 INSTITUTIONAL AREA LODI ROAD NEW DELHI-110003

Tender No. 01: ICSI: 2015-16(AMC) Date: 26/05/2015

Sealed tenders are invited for maintenance of Institute's computer 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 May 26, 2015 to June 05, 2015 (till 1.00 PM) on all working days on payment of Rs. 500/- 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. 500/- 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 for Comprehensive Annual Maintenance Contract Service for Hardware due on June 05, 2015", should be addressed by name to Shri Sutanu Sinha, Chief Executive & Officiating Secretary, 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 June 05, 2015.

Address:

Shri Sutanu Sinha
Chief Executive & Officiating Secretary
The Institute of Company Secretaries of India
ICSI House, 22, (IIIrd 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 what so ever 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 **June 08**, **2015** 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. Terms and Conditions

- 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 excluding nothing except stationery, ribbons, floppies and cartridge tapes. In the case of printers and UPS, printer's head including rollers, Teflon, UPS Batteries etc will also be part of AMC. The vendors will have to ensure the availability of spares and consumables of the hardware under maintenance.
- C. The Institute's existing hardware's are located in its Headquarter at 22 Institutional Area, Lodi Road, ICSI-NIRO at 4 Prasad Nagar Institutional Area and ICSI-Noida office at C-37 Sector 62 Noida. The selected vendors will be required to maintain the systems at all the sites.
- D. Prices inclusive of all statutory and other components (net to Institute) for maintenance of systems should be quoted in Part-C for on site maintenance at the offices indicated above. Further the selected vendors will be required to **depute two** resident Hardware engineers on full time basis, one at the Institute's office in Lodi Road, New Delhi and another at the Institute's office in C-37, Sector - 62, Noida Office to coordinate for the maintenance activities. Such resident engineers shall be on rolls of vendor only and his association with the Institute shall be only to facilitate the maintenance activities smoothly as undertaken by the vendors. Resumes of such Resident Engineers should be enclosed while forwarding the bids. The engineer must be on the pay roll of the firm for a minimum duration of 6 months (proof on the same must be submitted with this bid) the engineer must be qualified to handle all aspects of systems software and hardware complaints. The job will involve handling, tuning and configuring servers also. In case of failure in server the complaint must be closed on the same date. In case you fail to meet this requirement, penalty at the rate of Rs.1000/per calendar day or part thereof will be imposed.
- E. Annual maintenance charges will be paid on quarterly basis at the end of each quarter for the preceding quarter and the rates quoted shall remain **valid for a period of One Year**.

- F. Bids shall be valid for 90 days from the date of opening of bids.
- G. You will be responsible for the trouble free integrated working of the hardware and software.
- H. You will maintain the equipment for efficient running at all times. However, average uptime during a quarter shall not be less than 95%. In case you fail to maintain the said uptime, you will be liable for penalty @Rs.2000/- per machine per percent of deficiency. Even if a peripheral or part of the system is not working, the system will be considered as down.
- I. The response time for domain specialist for attending to faults for the servers and networking equipments installed in the server room and UPS attached to servers and networking equipments installed in the UPS room will be two hours after they are reported to you. You will rectify the faults within maximum 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 four hour of delay or part thereof shall be imposed for 24 hours after which the Institute will have the right to arrange repairs/replacement at your cost and 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 verbally, telephonically or in the writing. For each complaint the time of lodging the fault and closing of the issue must be clearly mentioned. The vendor must hand over a copy of this sheet to the Institute by 3rd of every month's (for past month), the sheet must clearly mention penalty if any against each delay and the total penalty as per the terms of this tender. Delay on non submission or error/omissions of this document will lead to minimum penalty of Rs.500/- per day of delay/per deficiency.
- J. The response time for attending to faults for the desktops, printers, UPS attached to desktops & printers etc will be four hours after they are reported to you for sites where the resident engineer is not deputed. For all sites you will rectify the faults within 24 hours 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.500/- per calendar day or part thereof will be imposed for the first week after which the Institute will have the right to arrange

repairs/replacement at your cost and risks. 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 & every complaint made verbally, document each telephonically or in the writing. For each complaint the time of lodging the fault and closing of the issue must be clearly mentioned. The vendor must hand over a copy of this sheet to the Institute by 3rd of every month's (for past month), the sheet must clearly mention penalty if any against each delay and the total penalty as per the terms of this tender. Delay on non submission or error/omissions of this document will lead to minimum penalty of Rs.500/- per day of delay/per deficiency.

- K. You will do preventive maintenance and internal cleaning by vaccum cleaner once in a quarter for each and every entity under AMC. Your firm will do the checking and updating patches of Microsoft & Anti-Virus engine every month. A compliance sheet with signature of every user must be submitted by the 3rd of the month for the preceding month/months in this regard. This schedule will have to be adhered to strictly by you. Delay or non submission or error/omissions of this document will lead to minimum penalty of Rs. 500/- per day of delay/per deficiency.
- L. Payment of any kind what-so-ever will not be made to the resident engineers for travelling, taking machine/component from one office to another office coming on holidays in case of exigencies etc.
- M.The vendor will keep a spare computer with LAN Card windows 7 or 8 of latest configuration in two sites i.e. in ICSI, Lodi Road and ICSI, Noida offices. A Certificate on the working of such computer has to be submitted by the 3rd of every month. Delay on non submission or error/omissions of this document will lead to minimum penalty of Rs.500/- per day of delay/per deficiency.
- N.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. 16,000/-(Rupees Sixteen Thousand only)** toward earnest money by way of crossed demand draft in favour 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 of 3% of order value** 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. Eligibility Criteria

- a. The annual turnover of the bidder should be more than Rs. 2 crore in field of maintenance services of computers and peripherals for last three financial years. Proof of the same must be attached in form of audited balance sheets with CA Certificate.
- b. The bidder should have firm's PAN number and the proof of the same must be attached.
- c. The bidder should have firm's service tax number with latest service tax challan (the proof of the same must be attached).
- d. The bidder should have valid ISO 9001-2008 and ISO 27001:2005 Certificate, for providing Maintenance and facility management services for information technology infrastructure.
- e. The bidder should have their own service center set up in Delhi/NCR and they should have complete tools for support /repair of computers and peripherals. (Physical inspection to be done by officials).
- f. The bidder should have a satisfactory performance certificate regarding AMC from similar works.
- g. The bidder should comply the above mention eligibility conditions, if any bidder not fulfills the same, they will be technically rejected.
- 11. 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.
- 12. 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.

- 13. **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
- 14. Chief Executive of the Institute reserves the right to accept or reject any or all tender/s received and such decision shall be final
- 15. For any further details/clarifications, Shri Ankur Yadav, JSSG, IT may be contacted (0120-4522012)

Date: May 25, 2015 (B. Pradhan)
DIRECTOR

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA 'ICSI HOUSE', 22 INSTITUTIONAL AREA, LODI ROAD NEW DELHI – 110 003

Tender No. 01: ICSI: 2015-16(AMC) Date: May 25, 2015

INFRASTRUCTURAL BID

81.No.	Particulars.	Response
1	Name and complete address of the Tendered Company	
2	Tele/Fax/E-mail/Cell No. Of the tendered company	
3	Contact person's name & residence telephone No.	
4	Details of registered office, if any along with contact person's name and tele. No.	
5	Legal status i.e. public / private limited / any other along with documentary evidence	
6	Composition of Directors/ Partners etc	
7	Income-tax registration number along with documentary evidence	
8	A) Sales tax registration number along with documentary evidence B) Please also specify, if you are registered with appropriate Authority under Works Contract Act, 1999. (Please provide details)	
9	List of existing clients to whom hardware maintenance service 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 & Nontechnical 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	Name, Qualification & exposure of the person./ persons who will be deputed at the site (Resume should be attached)	
13	Paid up capital of the firm.	

Date: Name and Signature of bidder

With Corporate seal

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA 'ICSI HOUSE' 22, INSTITUTIONAL AREA, LODI ROAD NEW DELHI110003

Annexure-I

S.No	Item Description	Qty	Unit Rate	Total
	Server			
1	Tower Server (Compaq ML 350G4)	1		
	TOTAL	1		
	Computer & Laptop			
2	P4 Computer *	84 *		
3	Laptop	4		
	TOTAL	88		
	PRINTER	1	1	•
4	DeskJet 1050	2		
5	Lajet Jet 1020	1		
6	HP Lasr Jet 401D	2		
7	Lser Jet 1015	1		
8	LASER JET 1022	6		
9	LASER JET 1320N	1		
10	HP LASER JET 2015	4		
11	HP LASER JET 2035	6		
12	LASER JET 4015N	6		
13	Kodak Scanner i2400	3		
14	HP Office Jet 7580	1		
15	SCAN JET 6350	1		
16	SCAN JET 8250	1		
17	SCAN JET 8300	3		
18	SCAN JET 8350	4		
19	SCAN JET G2410	2		
20	SCAN JET G4010	13		
	TOTAL	57		
	CISCO SWITCHES	•	•	•
21	CISCO L2 2950	7		
22	CISCO L3 2960S	5		
23	CISCO L3 2960G	1		
24	CISCO L3 3750 G	2		
25	CSCO L3 2960	2		
26	CISCO CC NOC NMS DEVISE	1		
27	KVM SWITCH	3		
28	RACK SLIDE WITH MONITOR,	2		
	KEYBOARD			
	TOTAL	23		

	UPS		
29	UPS (APC) 10 KVA WITH OUT	1	
	BATTERIES		
30	UPS (APC) 5 KVA WITHOUT	3	
	BATTERIES		
31	UPS (APC) 2 KVA WITH OUT	1	
	BATTERIES		
32	UPS 650VA WITH BATTERIES *	163	
		*	
	TOTAL	218	
	Others		
33	16 PORT SWITCH	6	
34	24 PORT SWITCH	3	
	TOTAL	9	
35	Hardware Engineer per month	2	

* SNo 2:

a) Warranty of 32 nos of P4 Computers will expire on 31st July 2015 and therefore AMC of these 32 P4 computers will be considered from 1st August, 2015. Payment for these 32 P4 Computers will be calculated proportionately.

* SNo 32:

a) Warranty of 10 nos of 650 VA UPS will expire on 31st August 2015 and therefore AMC of these 10 UPS will be considered from 1st September, 2015. Payment for these 10 UPS will be calculated proportionately.

Date:

Name and Signature of bidder

With Corporate seal