



**THE INSTITUTE OF  
Company Secretaries of India**

**भारतीय कम्पनी सचिव संस्थान**

**IN PURSUIT OF PROFESSIONAL EXCELLENCE**

Statutory body under an Act of Parliament

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003

ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No: PC:IT:2021(AMC- of IT H/W)/28

Date: September 8, 2021

**Sub: Tender for Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware**

S. No.	Tender Publish Date	September 8, 2021
1.	Tender Fee	Rs. 236/- (Rs.200/- + Rs.36/-for 18% GST) (Rupees Two Hundred Thirty-Six Only)
2.	Earnest Money Deposit (EMD)	Rs.32,000/- (Rupees Thirty Two Thousand only)
3.	Last date and time for sending Pre-Bid Queries through email (*)	All queries must be sent at Email ID: <a href="mailto:praveen.kumar@icsi.edu">praveen.kumar@icsi.edu</a> by 2:00 PM till September 13, 2021.
4.	Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal by September 15, 2021 by 5:00 PM on website of the Institute ( <a href="http://www.icsi.edu">www.icsi.edu</a> ) and/or Central Public Procurement Portal (CPPP) ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> )
5.	Last Date and Time for Submission of Bids	September 20, 2021 by 2:00 PM
6.	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor Reception: Tender Box of Dte. of Purchase) Sector – 62, Noida – 201309. <b>Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email id: <a href="mailto:rajeev.mishra@icsi.edu">rajeev.mishra@icsi.edu</a>. <u>Financial bid (soft copy) is not to be submitted by email till further notification.</u></b>
7.	Bid Validity	120 days from the date of opening of technical bids.
8.	Date, time & venue of opening of Technical Bids.	September 20, 2021, at 3:00 PM or any other date and time as notified later on. The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later on.

9.	Date and time of opening of commercial bids.	To be intimated at a later stage, only to technically qualified bidders
10.	Contact details	<b>Dr. Nikhat Khan, Director (IT), ICSI,</b> <b>Tel.No.:0120-4082019</b> <b>Email Id: <a href="mailto:nikhat.khan@icsi.edu">nikhat.khan@icsi.edu</a></b> <b>All pre-bid queries must be sent at <a href="mailto:praveen.kumar@icsi.edu">praveen.kumar@icsi.edu</a></b>
11.	Institute Website	<a href="http://www.icsi.edu">www.icsi.edu</a>

(\*) In view of emergent situation which has arisen due to pandemic of Coronavirus (COVID-19) in India, no physical meeting will be held. In case prospective bidders wish to have pre-bid meeting, it can be arranged through electronic mode (if requested by prospective bidders through e-mail). Date, time and mode of Pre Bid meeting (through electronic mode) will be informed through the e-mail ids those who request for the same and also be notified on the ICSI's website ([www.icsi.edu](http://www.icsi.edu)) and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>).

### **Statement of Confidentiality**

The information contained in this Tender Document or subsequently provided to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "ICSI") or by any of their employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.



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**Tender No: PC:IT: 2021(AMC- of IT H/W)/28**

**Date: September 8, 2021**

**Sub: Tender for Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware**

#### **A. About ICSI:**

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 (herein after referred as ICSI / Institute). ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi-110003. The Institute has two other offices at ICSI-House, C-36 & C-37, Sector – 62, Noida. ICSI is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.

Sealed tenders are invited for **Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware** as per the details given in the Part ‘A’, ‘B’ & ‘C’ of the Tender Document. The terms and conditions governing the instant Tender are as under:

#### **B. DEFINITIONS**

- i) The “ICSI” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- i) The “Contract” means providing **Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware**, which the bidder is required to provide to the ICSI under the Contract through this tender.
- ii) “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of providing **Annual Maintenance Contract services for Computer IT Hardware** and applies in response to this notice inviting tender.
- iii) “Vendor” means the successful bidder who is engaged by ICSI to provide **Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware** through this tender process by entering into the contract with the ICSI.
- iv) “Party” means ICSI or Vendor individually and “Parties” shall mean ICSI and Vendor collectively.
- v) “Letter of Intent” means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- vi) “Work Order” means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

## PART 'A'

### I: Instruction to Bidders

1. The tender document can be downloaded from September 8, 2021 to September 20, 2021 (till 01:00 PM) from the website of the Institute ([www.icsi.edu](http://www.icsi.edu)) or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>) for which Bidder would be required to enclose a demand draft of **Rs.236/- (Rs.200/- + Rs.36/- for 18% GST)** (non-refundable) from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of **Rs.236/- (Rs.200/- + Rs.36 for 18% GST)** by using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the tender document with the bid. The bidder who fails to submit the cost of the tender document with the bid, their bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender document, the latest version of the tender document published by the ICSI through website notification at **Institute's website: [www.icsi.edu/tender](http://www.icsi.edu/tender) or Central Public Procurement Portal (CPPP):<https://eprocure.gov.in/epublish/app>** will be treated as authentic and correct.

***All bidders irrespective of their registration with NSIC/MSME must submit the requisite fee towards the cost of Tender.***

### 2. Earnest Money Deposit (EMD)

- i. Every bidder has to make a deposit of Earnest Money (EMD) of **Rs.32,000/- (Rupees Thirty-Two Thousand only)** in the form of Demand Draft from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of the EMD using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system with the bid.
- ii. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be

submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within seven (07) days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder. The balance of the performance security amount can also be submitted through demand draft issued from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.

***(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).***

3. **Forfeiture of EMD:**

The EMD of the bidders shall be forfeited in the following circumstances:-

- i. the bidder withdraws its bid;
- ii. the selected bidder does not accept the Purchase / Work Order;
- iii. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
- iv. any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.

4. The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Each page of the Tender document must be signed, stamped and submitted with the Tender by bidder.**

5. **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as "**No.1 – EMD & Tender Fee**"), (ii) Part 'A' & 'B' including Form I (Annexure A), Form II(a) & II(b) (Annexure B1 & B2), and Form III (Annexure C) and Annexure E to Annexure F with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as "**No. 2 – Technical Bid**", (iii) Part 'C'

(Annexure D) only is to be put in **Envelope No. 3** (Please mark the Envelope as “**No. 3 – Financial Bid**”). All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelop i.e. Envelope No. 4.

***(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft. However, all bidders irrespective of their registration with NSIC/MSME must submit the requisite fee towards the cost of Tender).***

6. The bidders must mention the price details in the prescribed format of price bid which is to be put in the sealed envelope as instructed at Sr. No. 5 above. The bidders should ensure that price details are not mentioned anywhere, except the prescribed price bid format. In case, during the evaluation it is found that the bidder has mentioned the price details anywhere, other than the prescribed price bid; the bid submitted by such bidder shall be out rightly rejected.
7. The sealed tender envelope duly super scribed, “**Tender for Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware**” due on, **September 20, 2021**” should be addressed by name **Secretary**, ICSI and sent at the Institute’s address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute’s Headquarter at its Noida office address as mentioned below & should reach on or before **2.00 PM on, September 20, 2021**.

Address:

Secretary  
The Institute of Company Secretaries of India  
ICSI House, C-36, **(Ground Floor: Tender Box)**  
Sector-62 Noida – 201309 (UP)

The Institute shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference to the bidder.

**Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email id: [rajeev.mishra@icsi.edu](mailto:rajeev.mishra@icsi.edu). Financial bid (soft copy) is not to be submitted by email till further notification.**

8. The **Technical Bid shall be opened on September 20, 2021, at 3:00 PM** or any other date and time as notified later in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other place as notified later on in the presence of those bidder(s), who wish to be present. Due to present situation of lockdown due to pandemic of Coronavirus (COVID-19) in India, ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and be notified on the website of ICSI ([www.icsi.edu](http://www.icsi.edu)). No separate communication will be sent in this

regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, or due to the lockdown condition, the due date and time for opening of the bids can be changed on the sole discretion of ICSI which will be notified only at the ICSI website (tender page).**

9. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
10. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
11. The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English.
12. ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and based on such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.
13. ICSI reserves the right of accepting the bid in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
14. Incomplete bids shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tempering with any format given may be liable for rejection / disqualification of the bids. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected. Decision of ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder.
15. Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All Bidders on responding to ICSI for this tender will be deemed to have accepted the terms of this tender document. Non acceptance of any of the terms & conditions as

stated in Tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid.

16. In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender/RFP in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.
17. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
18. The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.
19. At any time, prior to the date of submission of bids, ICSI may, for any reason, at its own initiative modify RFP document by amendments. The amendments shall be notified on ICSI's web site, i.e. at <https://www.icsi.edu> and these amendments will be binding on all the Bidders.
20. The vendor who has not performed as per terms & conditions of the ICSI contract in respect of any earlier contract at ICSI, may not be considered for participation in this tender.



## 21. Eligibility Criteria

S. No.	Particulars	Response Yes/No	Supporting Document Reference with Page No.
1.	The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013. Self-attested copy of Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed.		
2.	Average of Annual Turnover in immediately preceding three consecutive financial years ended as on 31.03.2020 must not be less than Rs.50.00 lakh. Self-attested copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31 <sup>st</sup> March, 2020 to be enclosed.		
3.	The bidder must have valid ISO-20000-1:2011 OR equivalent Certificate, for providing Maintenance and facility management services for information technology infrastructure. Self-attested photocopy of the document to be enclosed.		
4.	The bidder must have their own service center set up in Delhi/NCR and they should have complete tools for support /repair of computers and peripherals. The bidders must submit an undertaking on its letter head confirming the availability of service center at Delhi-NCR with address and other details. Physical inspection to be done by ICSI officials.		
5.	The bidder having at least 5 years' experience in the field of maintenance services of Computer and peripherals with 3 AMC work orders out of which one order of value not less than Rs.13.00 Lakh per annum or two orders of value not less than Rs.8.00 lakh each, per annum or three orders of value not less than Rs.6.50 lakh each, per annum from any Government Departments / Universities / Autonomous Institute / Statutory bodies / PSUs/ MNC firm. The bidder must have a satisfactory performance certificate regarding AMC from similar works. Self-attested copy of the contract or work order to be enclosed.		
6.	The bidder must have at least Five (5) clients to whom similar service is provided, out of which minimum two (2) should be Central Government/State Government/ Public Sector organizations /Autonomous Bodies/ Statutory Bodies/ Business house. Self-attested copy of the contract or work order to be enclosed.		

7.	Tender Fee. Online payment receipt or Demand Draft to be enclosed.		
8.	EMD. Online payment receipt or Demand Draft or valid NSIC / MSME certificate/document to be enclosed.		
9.	Copy of PAN. Self-attested photocopy of the PAN to be enclosed.		
10.	Copy of GSTIN Certificate. Self-attested photocopy of the GSTIN certificate to be enclosed.		
11.	The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed.		
12.	The bidder must have command structure for resolution of service-related issues/complaints/grievances. In support of the same the bidder must submit escalation matrix up to the level of CEO. Details on business letter head of the bidder to be enclosed.		
13.	Bidder should not have been blacklisted by any Firm/Organization/School/Board/University/Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable, or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed		

**II: Scope of Work:**

- 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 “Semi Comprehensive Maintenance” implies maintenance which will cover replacement of all defective parts/equipment like power buttons, LAN port, USB ports, VGA ports, HDMI ports etc. This will exclude consumables, 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 located in its Headquarter at 22 Institutional Area Lodi Road, New Delhi -110003 and ICSI-Noida office at C-36/37, Sector 62, Noida-201309. The selected vendors will be required to maintain the systems at all the sites.
- D. Prices inclusive of all statutory and other components except GST which is to be shown separately for maintenance of systems should be quoted in Part-C for onsite maintenance, at the offices indicated above. Further the selected vendor will be required to **depute its Three (3) resident Hardware engineers** on full time basis i.e. from 9:00 AM to 05:30 PM (including 30 mins. lunch break) on all working days at ICSI HQ Lodi Road/ Noida office (Monday to Saturday, however, the schedule may change as per requirement of the Institute time to time).The resident Hardware engineers are to be deputed one (01) at the Institute’s office in Lodi Road, New Delhi and other two (02) engineers at the Institute’s office at C-36 & C-37, Sector – 62, Noida-201309 to coordinate for the maintenance activities. However, such requirement may be revised upward or downward as per requirement of the Institute. 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(s) must be on the pay roll of the vendor for a minimum duration of One (1) year (proof of the same must be submitted with this bid).** The engineer must be having good behavior and qualified to handle all aspects of systems software and hardware complaints.
- 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 Three (3) Years.**
- F. The vendor will be responsible for the trouble-free integrated working of the hardware and software.
- G. The engineer deputed on the respective site must not be changed before the completion of the contract unless until there is an exigency, or the service of the official is not up to the mark. Before changing the engineers at any site if required, then vendor must inform and get approval from ICSI.
- H. The response time for domain specialist for attending to faults for the networking equipment’s installed in the server room and UPS attached to servers and networking equipment’s installed in the UPS room will be two (2) hours after they are reported to vendor. Vendor will rectify the faults within maximum Four (4) hours of lodging the complaint failing which vendor will arrange temporary replacement of the equipment and ensure that services are restored. In case vendor 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 vendor 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 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 submit a copy of the log sheet capturing the details to the Dte. of IT at ICSI by 3<sup>rd</sup> of following month of every preceding quarter. The log sheet must capture the details of penalty if applicable against each delay if any and the total penalty as per the terms of the tender.** Delay or non-submission or error/omissions of the log sheet will lead to imposing minimum penalty of Rs.500/- per day of delay/per deficiency.

- I. The response time for attending to faults for the desktops, printers, UPS attached to desktops & printers etc. will be four (4) hours after they are reported to vendor for sites where the resident engineer is not deputed. For all sites vendor will rectify the faults within 24 hours failing which vendor will arrange temporary replacement of the equipment and ensure that services are restored. In case vendor fail to meet any of these requirements, penalty at the rate of Rs.500/- per day or part thereof will be imposed for the first week after which the Institute will have the right to arrange repairs/replacement at vendor 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 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 submit a copy of the log sheet capturing the aforementioned details to the Dte. of IT at ICSI by 3<sup>rd</sup> of following month of every preceding quarter. The log sheet must capture the details of penalty if applicable against each delay if any and the total penalty as per the terms of the tender.** Delay or non-submission or error/omissions of the log sheet will lead to imposing minimum penalty of Rs.500/- per day of delay/per deficiency.
- J. The vendor will do preventive maintenance and internal cleaning by vacuum cleaner once in a quarter for each and every entity under AMC. Vendor will do the checking and updating patches of Microsoft & Anti-Virus engine every month in the Desktops/Laptops. **A compliance sheet with signature of every user must be submitted by 3<sup>rd</sup> of following month of every preceding quarter.** This schedule will have to be adhered to strictly by vendor. Delay or non-submission or error/omissions of this document will lead to minimum penalty of Rs. 500/- per day of delay/per deficiency.
- K. Following items in working condition has to be kept as standby by the vendor at each sites:
- One computer with LAN Card, windows 7 or 8 of latest configuration.
  - Ten keyboards and ten mouse.
  - One laser printer cum scanner.
  - At least 5 Batteries of UPS 650/700/800 VA
  - The engineers deputed at both sites must have a tool-kit having tools like network crimping tool, RJ-45 connectors, screw drivers etc.

**A Certificate of availability of above-mentioned items must be submitted by 3<sup>rd</sup> of following month of every preceding quarter.** Delay or non-submission or error/omissions of the log sheet will lead to imposing minimum penalty of Rs.500/- per day of delay/per deficiency.

- L. Network cable (CAT6) crimping must be done by the deputed engineers in exigency. The network cables (CAT6) will be provided by the ICSI.
- M. Vendor/ deputed hardware engineers have to maintain details records of all assets which include Allocated User Name, Asset Type, Asset Make & Model, Asset Serial No., Configuration Description, Under AMC or Not, AMC Start Date and Location of Asset. Movement of Assets among Lodi Road, Noida site and Repairing Centre and updating of records will be done by the deputed hardware engineers. Vendor must submit the updated record to the Official of ICSI by the first week of every month.
- 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.
- O. **Backup Resource criteria at ICSI**  
Backup engineers for Three (3) Primary Engineers at ICSI HQ Lodi Road office and NOIDA Office should visit the Institute office for (3) Three Working days in a month to understand the System.
- P. **Conveyance charges to Engineers:**  
  
If the Engineers are advised to stay late till 9:00 P.M OR beyond on weekdays/holidays as per the requirement of the user directorates, the Institute may reimburse conveyance amount by auto in actual from Office to Home and having the claim from the engineers duly verified by the Directorate of IT.  
  
If the Engineers are advised to visit outside data center OR programmer site as per the requirement of the directorates, the institute may reimburse conveyance amount by auto in actual on having the claim from the engineers duly verified by the Directorate of IT.
- Q. Asset Management: vendor must do the Asset Management in the existing software tool available at ICSI.
- R. Non availability of deputed resident hardware engineer on any day or part thereof would attract a penalty of Rs.1000/- (Rupees One Thousand only) per day if no alternate appropriate resource/backup engineer provided. The resource deputed at our location should sign and put IN and OUT time in the Attendance Register.
- S. **Infrastructure:** Sitting arrangements with network connectivity at office will be provided by the Institute and all other things including (desktop/laptop) will be managed by bidder.
- T. During the contract period, any hardware under AMC may be removed from the contract as per the requirement of the Institute and the same will be informed to the vendor through a formal communication. In such cases, the amount against the removed hardware from AMC will NOT be invoiced by the vendor from the date of the Institute's communication. Similarly, any additional hardware may be added under AMC during the contract period at the AMC contract rate. In case the rate for the respective hardware is not available in the contract, AMC for the same may be awarded at a mutually agreed rate. The invoice for such hardware under AMC will be invoiced by the vendor from the date of acceptance of the Work Order for the same.

- U. The vendor will provide all safety appliances i.e. gloves/gears/gadgets, tool kit etc. to the deputed personnel as per their requirement on duty while attending to fault rectification or routine maintenance or to take up preventive maintenance as and when required and follow all safety rules regulations and all statutory provisions. The cost for such aforesaid arrangement shall be borne by the vendor. No extra payment will be made for the same. Vendor must ensure that every deputed personnel is covered by adequate insurance coverage to address any contingencies. The contractor shall be liable for accident, injury, losses due to any accident or negligence of their workers and shall also be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this tender/work contract.
  - V. The personnel deployed by the vendor shall be the employees of the vendor for all intents and purposes and that the personnel so deployed shall remain under the control and supervision of the vendor and in no case, shall a relationship of employer and employee between deployed personnel and ICSI shall accrue/arise implicitly or explicitly. The vendor and the personnel deployed by the vendor at ICSI sites shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters.
  - W. All charges payable for respective items under this contract shall be reduced proportionately in case, any of the service for any particular BOQ item is not available for full period.
22. Non acceptance of any of the terms & conditions as stated in tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid. Only bidders whose Infrastructure/Technical experience particulars as stated in tender are determined to be in consonance with Institute's requirements shall be considered further in the Tender Evaluation Process.
23. The bidders are required to study and understand the Institute's complete set-up including hardware, software, network, applications, website, other infrastructure, configurations etc. and the requirements of the Directorate of IT while quoting for the Service charges.
24. The rates to be quoted by the bidder shall expressly be inclusive of all charges including statutory taxes, fees, cesses, duties, levies, charges, surcharges and other components, etc. (net to Institute) except GST for the services. GST component shall have to be mentioned separately as per price bid format. No component of cost / tax shall be paid by the Institute unless the same is included specifically in the quotations.
25. **Bid Validity:** Price quoted must be valid for at least 180 days from the date of opening of technical bid. However, the prices finalized after opening the tenders shall not increase throughout the period of Contract. ICSI reserves its discretion to extend the validity of the Tender with the mutual consent of the concerned bidder.
26. Incomplete bid shall be rejected out rightly.

27. At any time prior to the last date for receipt of bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the bidders, modify the tender document by issuing an addendum/corrigendum. Any such amendment issued with the original tender document will constitute revised tender. The addendum/corrigendum will be uploaded on the ICSI website. The bidders are requested to visit the website frequently to check for any amendments.
28. The ICSI may at any time during the tendering process but before opening the financial bid request the bidders to submit revised technical / financial bids and/or supplementary financial bids, in case of change in Scope of Work, without thereby incurring any liability to the affected bidder or bidders.

### **29. Bid Evaluation Criteria:**

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

## **III. Terms and Conditions of the contract**

### **1. Duration of Contract**

Duration of Contract shall be for a period of Three (3) years subject to evaluation of the performance on annual basis. In case on annual review, it is perceived by the Institute that the service provider's previous year's performance is not satisfactory, it may terminate the contract with one month notice on the completion of the year of service. Decision of the ICSI in this regard shall be final.

### **2. Extension of Contract**

On expiry of initial contract period, the ICSI reserves the right to extend the contract as mutually agreed for further maximum period of Two (2) years subject to evaluation of the performance on yearly basis on the same terms & conditions in writing and if the service of the Service Provider is found to be satisfactory. Service Provider shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute.

3. The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.
4. Site for services is:  
The Institute of Company Secretaries of India  
C-36, Sector-62, Noida-201309.

5. Security Deposit/performance guarantee

- a. The successful bidder must submit the security deposit/performance guarantee in form of a Bank Guarantee from any Nationalized bank (format enclosed as Annexure F) to cover any loss or damage caused to or suffered by the Institute due to acts of commission or omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms and conditions of the contract and conditions contained in the contract. The value of the Security Deposit/Bank Guarantee must be of equivalent amount of 5% of the annual contract price. The Bank Guarantee must be submitted within 7 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.
- b. The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.
- c. In case of non-compliance by the vendor, of any of the terms and conditions as stated in the contract / Service Level Agreement (SLA) or if the vendor withdraws or amends, impairs or derogates from the contract / Service Level Agreement (SLA) in any respect within the period of validity of the contract / Service Level Agreement (SLA) or bidder fails to execute the work as per the contract /Work Order or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit / earnest money deposit and such decision of the ICSI shall be final.

6. The vendor will not have any direct interaction on behalf of the Institute with any third-party agency engaged by ICSI.

7. All communications to the employees or third-party agencies engaged by ICSI would be through designated channels as directed by the Institute.

8. The bidder must sign a Service Level Agreement for AMC Services for a period of three years effective from the date of the acceptance of the implementation, Commissioning, testing etc. by the Institute in the line of the terms and conditions of the tender document. Format/Sample of Service Level Agreement is annexed with this tender document.

**9. Payment Terms:**

- a) Payments shall be subject to deductions of any amount for which the vendor is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of



TDS (Tax deduction at Source) as per the prevailing income- Tax Act and any other taxes as on the date of invoice submission and/or payment date.

- b) The vendor's request for payment shall be made to the ICSI in writing, accompanied by appropriate tax invoices including all supporting documents describing, as appropriate, the goods and related services performed, delivered and accepted by ICSI.
- c) ICSI generally makes payments within 30 days after verifying the bill/invoice submitted by the vendor.
- d) If any excess payment has been made by the ICSI due to difference in contracted price and vendor's invoice, the ICSI may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such excess payment from any payment subsequently falling due to the ICSI.

#### **10. Payment of Taxes**

The vendor shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider

#### **11. Penalty Terms:**

##### **Penalty due to violation of SLA:**

Penalty of @Rs.500/- (Rupees Five hundred only) per day for the defaulted days in case of not meeting any of the terms and conditions mentioned in SLA.

All such penalties shall be limited to 10% of the contract value and may be recovered from the payment dues or the security amount / Bank Guarantee / EMD of the bidder as felt appropriate by the ICSI. In case of repeated penalties on Service Provider, the ICSI shall have right to terminate the contract by giving one month notice and such decision of the ICSI shall be final.

- 12. Infrastructure: Sitting arrangements with network connectivity at ICSI office will be provided by the Institute on requirement basis as assessed by ICSI and all other things including (desktop/laptop) will be managed by the vendor at its own cost.
- 13. In case any work for which there is no specification in the tender but required to be carried out for successful implementation, commissioning and delivery of the contracted work to its entirety, as per scope of work mentioned in the tender/ work order, such work shall be carried out by the vendor in accordance with the directions of the ICSI without any extra cost to the Institute.
- 14. In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the bidder(s)/ vendor or its staff, the bidder(s)/vendor shall be liable to compensate the loss caused to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank

guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.

15. Whenever under this tender / contract /order any sum of money is recoverable from and payable by the bidder(s) / vendor, the Institute shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the bidder(s)/ vendor. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the bidder(s)/ vendor, or which at any time thereafter may become due to the bidder(s)/ vendor, under this or any other tender / contract with the Institute. If this sum is not sufficient to cover the full amount recoverable, the bidder(s)/ vendor, shall pay the Institute on demand the remaining balance.
16. The vendor will provide all safety appliances i.e. gloves/gears/gadgets, tool kit etc. to the deputed personnel as per their requirement on duty while attending to fault rectification or routine maintenance or to take up preventive maintenance as and when required and follow all safety rules regulations and all statutory provisions. The cost for such aforesaid arrangement shall be borne by the vendor. No extra payment will be made for the same. Vendor must ensure that every deputed personnel is covered by adequate insurance coverage to address any contingencies. The vendor shall be liable for accident, injury, losses due to any accident or negligence of their staff/workers and shall also be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this tender/contract.

17. **GENERAL:**

- (a) **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
- (b) **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the vendor. In the event of the security being insufficient or if no security has been taken from the vendor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the vendor or which at any time thereafter may become due to the vendor under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the vendor shall pay the ICSI on demand the remaining balance due along with penalty.
- (c) **Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
- (d) **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties.

The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.

- i. The place of the arbitration shall be at The ICSI, 22, Institutional Area, Lodi Road, New Delhi.
- ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- iii. The proceedings of arbitration shall be in English language.
- iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.
- v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

**(e) Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched under this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.

**(f) Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder

- fails to honour its bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud, mischief, misappropriation or any other type of misconduct on the part of party / bidder.
- Giving false, misleading or fake information/ document in the bid;
- Withdrawing the bid after opening of the Financial bids;
- Refusal to accept Purchase/ Work Order at the quoted prices;
- Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.

**(g) Confidentiality:**

1. The bidder(s)/ vendor shall not use or disclose any Confidential Information of the Institute. For purposes of this tender / contract "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 (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
2. The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder

agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

**(h) Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.

**(i) Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

**(j) TERMINATION**

Either party may terminate this Agreement by giving a three (3) months' notice in writing to the other party for termination of agreement.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving One (01) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than 3 penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Service Provider.

**(k) Force Majeure**

- i. For the purpose of this Article, Force "Majeure" means any cause, which is beyond control of the successful bidder or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-
  - War / hostilities

- Riot or civil commotion
  - Earth Quake, Flood, Fire, Tempest, Epidemics, Pandemic, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
  - Restrictions imposed by the Government or other statutory bodies, which is beyond control of the successful bidder or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
- ii. If a Force Majeure situation arises, the successful bidder are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

**(I) Indemnity Clause:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to ICSI such amount with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness, or inefficiency of staff of the vendor, the vendor shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.

The services indicated in Part “C” (Financial Bid) are 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/guaranteed volume of business.

For any details / clarifications, **Dr. Nikhat Khan, Director (IT) (0120-4522019), Email: [nikhat.khan@icsi.edu](mailto:nikhat.khan@icsi.edu)** may be contacted.

Date: September 8, 2021

**(Amit Kumar Ghosal)  
Director (Purchase & Stores)**

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003  
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No: PC:IT: 2021(AMC- of IT H/W)/28

Date: September 8, 2021

Sub: Tender for Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware

**PART 'B' (TECHNICAL BID)**

**Form I: PARTICULARS OF BIDDER**

**(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)**

1. Name of the bidder

(a) Trade Name

\_\_\_\_\_

(b) Status of the Bidder

\_\_\_\_\_

(Limited Co./Pvt Ltd)

(Enclose self-attested copy of document)

(c) Name of CEO/Directors /Partners/ Proprietor

\_\_\_\_\_

2. Postal Address

\_\_\_\_\_

3. Telephone No. / Mobile No. for communication

\_\_\_\_\_

4. (a) E-mail-id (mandatory)

(b) Website address (if available)

\_\_\_\_\_

5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.

(a) Tender Fees

\_\_\_\_\_

(b) EMD

\_\_\_\_\_

(c) MSME/NSIC Regn. No. (if applicable) & its valid period

\_\_\_\_\_

(Enclose self-attested certificate photocopy)

6. Name of the Banker, Branch Name, A/c No., and IFS Code

(for e-payment purpose)

\_\_\_\_\_

7. PAN (Enclose self-attested photocopy)

\_\_\_\_\_

8. GSTIN Code (Enclose self-attested photocopy)

\_\_\_\_\_

9. Lab. License/EPF/ESIC Reg. No. (if applicable)

(Enclose self-attested photocopy)

\_\_\_\_\_

10. Please also specify, if bidder is registered with appropriate Authority under Works Contract Act, 1999.

(Enclose self-attested photocopy)

\_\_\_\_\_

11. Trade License/Business License/CIN (if applicable) \_\_\_\_\_  
(Enclose self-attested photocopy)

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No.\_\_\_\_\_. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “ \_\_\_\_\_(name of the work or supply)” as per Financial Bid (Part ‘C’).

**Signature** \_\_\_\_\_  
(Authorized signatory of the agency)

**Name of the bidder** \_\_\_\_\_

**Official seal of bidder** \_\_\_\_\_

**Date** \_\_\_\_\_

- **NOTE: Please submit all supporting documents (self-attested photocopy) wherever applicable in support of the information furnished above with seal and signature of the bidder’s authorized representative.**

(Annexure B1)

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003  
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No: PC:IT: 2021(AMC- of IT H/W)/28

Date: September 8, 2021

Sub: Tender for Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware

**Form II(a): TECHNICAL DETAILS**

Sl.No.	Particulars.	Response
1	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)	
2	Board of Director(s) and their details	
3	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Power of Attorney issued by the CEO/MD of the bidder, or an authorization letter issued by the CEO/MD on the business letter head of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder. Original authorization letter issued by the CEO/MD or Power of Attorney or certified copy of the board Resolution to be enclosed.	
4	A) List of existing sites being maintained as per following details: Name of the Company/Type of Hardware being maintained/No./Last Year's turn over. B) Please indicate the hardware principal/s brands the bidder represents and its level of association	
5	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. Undertaking on the business letter head of the bidder. B) Turnover of the company for last 3 financial years (Please attach supporting documents)	
6	Name, Qualification & exposure of the person/ persons who will be deputed at the site (Resume should be attached)	

Date:

Signature \_\_\_\_\_  
(Authorized signatory of the agency)  
Name of the bidder \_\_\_\_\_



(Annexure B2)

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003  
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No: PC:IT: 2021(AMC- of IT H/W)/28

Date: September 8, 2021

Sub: Tender for Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware

**Form II(b): Eligibility Criteria Details**

S.No.	Particulars	Response Yes/No	Supporting Document Reference with Page No.
1.	The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013. Self-attested copy of Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed.		
2.	Average of Annual Turnover in immediately preceding three consecutive financial years ended as on 31 <sup>st</sup> March, 2020 must not be less than Rs.50.00 lakh. Self-attested copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31 <sup>st</sup> March, 2020 to be enclosed.		
3.	The bidder must have valid ISO-20000-1:2011 OR equivalent Certificate, for providing Maintenance and facility management services for information technology infrastructure. Self-attested photocopy of the document to be enclosed.		
4.	The bidder must have their own service center set up in Delhi/NCR and they should have complete tools for support /repair of computers and peripherals. The bidders must submit an undertaking on its letter head confirming the availability of service center at Delhi-NCR with address and other details. Physical inspection to be done by ICSI officials.		
5.	The bidder having at least 5 years' experience in the field of maintenance services of Computer and peripherals with 3 AMC work orders out of which one order of value not less than Rs.13.00 Lakh per annum or two orders of value not less than Rs.08.00 lakh each, per annum or three orders of value not less than Rs.06.50 lakh each, per annum from any Government Departments / Universities / Autonomous Institute / Statutory bodies / PSUs/ MNC firm. The bidder must have a satisfactory performance certificate regarding AMC from similar works. Self-attested copy of the contract or work order to be enclosed.		
6.	The bidder must have at least Five (5) clients to whom similar service is provided, out of which minimum two (2) should be Central Government/State Government/ Public		

	Sector organizations /Autonomous Bodies/ Statutory Bodies/ Business house. Self-attested copy of the contract or work order to be enclosed.		
7.	Tender Fee. Online payment receipt or Demand Draft to be enclosed.		
8.	EMD. Online payment receipt or Demand Draft or valid NSIC / MSME certificate/document to be enclosed.		
9.	Copy of PAN. Self-attested photocopy of the PAN to be enclosed.		
10.	Copy of GSTIN Certificate. Self-attested photocopy of the GSTIN certificate to be enclosed.		
11.	The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed.		
12.	The bidder must have command structure for resolution of service-related issues/complaints/grievances. In support of the same the bidder must submit escalation matrix up to the level of CEO. Details on business letter head of the bidder to be enclosed.		
13.	Bidder should not have been blacklisted by any Firm/Organization/School/Board/University/Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable, or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed		

The bidder must comply the above-mentioned eligibility conditions and if any bidder does not fulfill the same, they will be technically rejected.

Date:

**Signature** \_\_\_\_\_

(Authorized signatory of the agency)

**Name of the bidder** \_\_\_\_\_

**Form III: Tender acceptance letter to be printed on business letterhead of the bidder and to be submitted with the Technical Bid**

To  
The Secretary  
Institute of Company Secretaries of India (ICSI)  
ICSI House,  
C – 36, Sector 62, Noida-201309

**Sub: Tender for Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware**

Sir,

This is with reference to the **Tender No: PC:IT: 2021(AMC- of IT H/W)/28**. We are interested to participate in the **Tender for Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware dated September 8, 2021**. We declare that:

- i) We have read and understood the terms and conditions given in the quotation / tender Document.
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / tender Document.
- iii) We accept and agree to all the terms and conditions of the quotation /tender.
- iv) We shall comply with all the terms and conditions of the quotation / tender.
- v) All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at our cost and risk, and we shall indemnify the Institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.
- vi) We understand that ICSI reserves the right to cancel the quotation / tender at any stage or cancel / reject any one or more bid without incurring any liability.
- vii) The duly signed copies of all the tender pages are attached herewith.

Date:

**Signature** \_\_\_\_\_  
(Authorized signatory of the agency)  
**Name of the bidder** \_\_\_\_\_

(Annexure D)

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003  
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No: PC:IT: 2021(AMC- of IT H/W)/28

Date: September 8, 2021

Sub: Tender for Semi Comprehensive Annual Maintenance Contract services for Computer IT Hardware

**PART 'C' (FINANCIAL BID)**

**Rates Quoted should be all inclusive rate except GST which should be shown separately as percentage rate (%)**

(figure in Rs.)

S. No.	Item Description	Qty. (nos.) (a)	SAC* (b)	Unit Rate per Annum (c)	Total (d=a*c)	GST % (e)	GST amount (f =d*e)	Total per Annum (All Inclusive) (g=d + f)
<b>A</b>	<b>Computer &amp; Laptop</b>							
1	Desktop Computer (i3/i5)	237						
(i)	Desktop Computers (i5) w.e.f. 19-Feb-2022	25						
(ii)	Desktop Computers (i5) w.e.f. 10-Oct-2022	15						
2	Dell Laptop Dell i-3/i-5	52						
(i)	Acer Laptop i-3/i-5	20						
(ii)	HP-348 G7 Notebook w.e.f. 8 <sup>th</sup> Sep 2021	1						
(iii)	HP-348 G7 Notebook w.e.f. 9 <sup>th</sup> Oct 2021	3						
	<b>SUB-TOTAL (A)</b>	<b>353</b>						
<b>B</b>	<b>PRINTER/Scanner</b>							
3	Desk-Jet 1050	1						
4	HP 1020	2						
5	HP 401D	12						
6	HP LaserJet 600 M601	2						
7	Image CLASS MF8280Cw	5						
8	Kodak i2400	5						
9	Kodak i3200	1						
10	Laser Jet 1022	1						

11.	Laser Jet 4015N	6						
12.	LASER SHOT LBP 2900	3						
13.	LASER SHOT LBP6300dn	10						
14.	Scanjet 8300	1						
15.	Scanjet G4010	1						
16.	Canon Scanner Image Formula (DR-C130)	16						
17.	HP LASER JET 2035	1						
18	Canon Scanner Image Formula (DR-M 160 II)	4						
19.	Canon Scanner Image Formula (DR-6030C)	2						
20.	Canon Flatbed Scanner Unit-(I01)	1						
21.	Canon Laser Printer (LBP.7200GDN)	1						
22.	Printer Canon Laser Shot LBP6030B	12						
23.	SCANNER DR F 120 w.e.f. 20th Dec 2021	1						
24.	Canon LBP 5970 Printer	1						
25.	Scanners Canon DR M160 C II w.e.f. 5 <sup>th</sup> July 2022	2						
26.	Scanners Canon DR M160 C II w.e.f. 14 <sup>th</sup> Mach, 2022	1						
27.	Printer Canon LBP6030B w.e.f. 3 <sup>rd</sup> July 2022	3						
28.	Scanners Canon Image Formula DR-6030C w.e.f. 2 <sup>nd</sup> Aug 2022	1						
29.	Printers Canon Laser Shot LBP6030B w.e.f. 1 <sup>st</sup> Sep 2022	10						
30.	Printers Canon Image class LBP253x w.e.f. 25 <sup>th</sup> Oct 2022	5						
31.	Printers Canon MF249DW w.e.f. 25 <sup>th</sup> Oct 2022	7						

32.	Canon SHOT LBP 6780X w.e.f. 14 <sup>th</sup> March 2022	2						
33.	Canon Image Class MF913w	1						
34.	Scanner DRC 160	4						
	<b>SUB-TOTAL (B)</b>	<b>125</b>						
<b>C</b>	<b>SWITCHES</b>							
35.	RACK SLIDE WITH MONITOR, KEYBOARD	2						
36.	RACK SLIDE WITH MONITOR, KEYBOARD	1						
37.	CISCO L2 2950	7						
38.	CISCO L3 2960	3						
39.	CISCO L3 2960S	2						
40.	CISCO L3 2960G	4						
41.	CISCO L3 2960X	1						
42.	CISCO L3 3750G	3						
43.	CISCO L3 3750X	3						
44.	CISCO CC NOC NMS DEVISE	1						
45.	KVM SWITCH	3						
46.	CISCO Switch WS-C3650	1						
	<b>SUB-TOTAL (C)</b>	<b>31</b>						
<b>D</b>	<b>UPS</b>							
47.	UPS (APC) 10 KVA WITH OUT BATTERIES	2						
48.	UPS (APC/EATON Model 91456 Kin-XL) 5/6 KVA WITHOUT BATTERIES	3						
49.	UPS 650/700 VA WITH BATTERIES	87						
50.	UPS 700VA WITH BATTERIES	40						

51.	UPS (APC) 2 KVA WITHOUT BATTERIES	3						
52.	UPS APC 800 VA	30						
	<b>SUB-TOTAL (D)</b>	<b>165</b>						
<b>E</b>	<b>Others</b>							
53.	16 PORT SWITCH	6						
	<b>SUB-TOTAL (E)</b>	<b>6</b>						
<b>F</b>	<b>Resident Hardware Engineer</b>	<b>3</b>						
	<b>SUB-TOTAL (F)</b>	<b>3</b>						
	<b>Grand Total (A+B+C+D+E+F)</b>	<b>683</b>						
	Total Amount (in Words) -----							

\* SAC : Services Accounting Codes

Date:

**Signature** \_\_\_\_\_  
 (Authorized signatory of the agency)  
**Name of the bidder** \_\_\_\_\_

**TENTATIVE FORMAT OF SERVICES LEVEL AGREEMENT**

(This will be finalized after award of the contract based on the tender terms and conditions and work order)

This Agreement dated \_\_\_\_\_ is made by and between \_\_\_\_\_, a company incorporated under the Companies Act 2013, having its registered office located at \_\_\_\_\_ and corporate office located at \_\_\_\_\_ through Mr/Ms. \_\_\_\_\_, duly authorized by the Board resolution dated \_\_\_\_\_ (hereinafter appropriately referred to as "**Service Provider**" which term shall include its successors and permitted assigns), of the **One Part**

**And**

**The Institute of Company Secretaries of India, a Statutory body constituted under the Company Secretaries Act, 1980** having its head office at ICSI House, 22, Institutional Area, New Delhi – 110 003 through its authorized representative Mr/Ms. \_\_\_\_\_ (hereinafter referred to as "**ICSI**" / "**Institute**" which term shall include in its successors and permitted assigns), of the **OTHER PART**

(“**Service Provider**” and “**ICSI**” are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”).

**WHEREAS:**

- A.** ICSI, a Statutory Body constituted under an Act of Parliament i.e., Company Secretaries Act, 1980 for the regulations and development of profession of Company Secretary. The Institute is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India. It has its head office at 22, Institutional Area, Lodi Road, New Delhi. The Institute has offices in NCR at C-36 & 37, Institutional Area, Sector – 62, Noida. ICSI is intended for Semi Comprehensive Annual Maintenance contract of the Computer IT Hardware Devices/Setup for its ICSI HQ Office, Lodi Road, New Delhi and ICSI Houses, C-36 & C-37, Sector-62, Noida (UP)-201309. For the same, the ICSI vide Tender No: \_\_\_\_\_ dated \_\_\_\_\_ invited tender / bid from the eligible interested parties.
- B.** The Service Provider, a company incorporated under the Companies Act 1956, in response to the aforesaid Request for Tender / Bid of the ICSI, vide its Tender / Bid dated \_\_\_\_\_ applied for the award of the aforesaid work of Semi Comprehensive Annual Maintenance contract of the Computer IT Hardware Devices/Setup.
- C.** ICSI after evaluation of the competencies and capabilities of the Service Provider by going through the credentials given in the Tender / Bid of the Service Provider, awarded the aforesaid work of Semi Comprehensive Annual Maintenance contract of the Computer IT Hardware Devices/Setup vide Work Order dated \_\_\_\_\_.

**NOW THEREFORE**, in consideration of the mutual promises set forth below, and in the attachments hereto which form an integral part of this Agreement, the Parties hereby agree to the following:



## 1. DEFINITIONS

**1.1 ICSI Equipment** shall mean any and all hardware and software owned, leased or rented by ICSI and which is provided to the Service Provider under this Agreement but coexists together with the Equipment with which they operate in tandem or in isolation.

**1.2 ICSI Premises** shall mean the site or sites designated by the ICSI where the Network Equipment (hereinafter referred to as "Equipment") is installed including areas to access the Service Providers installed Equipment.

**1.3 Normal Office Hours** shall mean the working hours on any working day of the Service Provider which shall be between 9.00 A.M to 5.30 P.M on Monday through Saturday.

**1.4 Service Activation Date** shall be the date when Service Provider installs and commissions Service/Equipment at ICSI site.

## 2. Scope of Agreement

The term "Semi Comprehensive maintenance" implies comprehensive maintenance which will cover replacement of all defective parts/equipment's excluding stationery, ribbons, floppies and cartridge tapes.

In case of printers and UPS, printer's head including rollers, Teflon, UPS Batteries etc. will also be part of AMC. Service Provider will have to ensure prompt availability of spares and consumables of the hardware under maintenance. The detailed scope of work is mentioned in **Work Order \_\_\_\_\_ dated \_\_\_\_\_**.

## 3. Breakdown Response:

**(i)** The response time for domain specialist for attending to faults for the networking equipments installed in the server room and UPS attached to servers and networking equipments installed in the UPS room will be two (2) hours after they are reported to Service Provider. Service Provider will rectify the faults within maximum Four (4) hours of lodging the complaint failing which Service Provider will arrange temporary replacement of the equipment and ensure that services are restored.

**(ii)** The response time for attending to faults for the desktops, printers, UPS attached to desktops & printers etc. will be four (4) hours after they are reported to Service Provider for sites where the resident engineer is not deputed. For all sites Service Provider will rectify the faults within 24 hours failing which Service Provider will arrange temporary replacement of the equipment and ensure that services are restored.

**Place of Service Delivery:** ICSI HQ Office, Lodi Road, New Delhi and ICSI Houses, C-36 & C-37, Sector-62, Noida (UP)-201309.

Billing address & shipping address as follows: ICSI House, C-36, Sector - 62, Noida-201 309 (UP)

#### 4. Penalty Terms & Conditions:-

- (i) In case of failure of above (i) mentioned in break-down response schedule, 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 Service Providers 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. Service Provider 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. Service Provider must submit a copy of the log sheet capturing the aforementioned details to the Dte. Of IT at ICSI by 3<sup>rd</sup> of following month of the every preceding quarter. The log sheet must capture the details of penalty if applicable against each delay if any and the total penalty as per the terms of the tender. Delay or non-submission or error/omissions of the log sheet will lead to imposing minimum penalty of Rs.500/-per day of delay/per deficiency.
- (ii) In case of failure of above (ii) mentioned in break-down response schedule, 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 repair/replacement at Service Providers 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. Service Provider 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. Service Provider must submit a copy of the log sheet capturing the aforementioned details to the Dte. Of IT at ICSI by 3<sup>rd</sup> of following month of the every preceding quarter. The Log-sheet must capture the details of penalty if applicable against each delay if any and the total penalty as per the terms of the tender. Delay or non-submission or error/omissions of the log sheet will lead to imposing minimum penalty of Rs.500/- per day of delay/per deficiency.
- (iii) Non availability of deputed resident hardware engineer on any day or part thereof would attract a penalty of Rs.1000/- (Rs. One Thousand only) per day, if no alternate appropriate resource/backup engineer provided.
- (iv) Delay or non-submission or error/omissions of the requisite compliance/log sheet as mentioned in the tender document will lead to minimum penalty of Rs. 500/- per day of delay /per deficiency.

#### 5. Payment Terms:

Institute will make pro-rata payment of Annual maintenance charges on quarterly basis at the end of each quarter for the preceding quarter and the rates quoted shall remain **valid for a period of Three (3) Years**. All payments will be made after the deduction of applicable TDS.

#### 6. Payment of Taxes:-

Service Provider shall be responsible for and shall pay all taxes, GST, duties, excises, assessments or other charges of any kind or nature whatsoever levied by any government or

governmental body on or in connection with the Services including without limitation sales taxes, GST, duties, customs, levies, service tax and any other tax ("taxes") levied on the equipment, supplies and any other item/service supplied by Service Provider during the tenure of the agreement. ICSI may seek proof of payment of such taxes, duties etc. before release of future payments failing which payment would not be released till the compliance thereof.

## 7. Liquidated Damaged (LD)

- a. ½ per cent of total value of contract, for each day of delay, in case of services are delivered either in full or partly within 7 days after the due date;
- b. 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of services are delivered either in full or partly beyond 7 days but up to 14 days after the due date;
- c. Even after two (02) weeks of delay, if Service Provider fail to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.

## 8. Intellectual Property Rights

Service Provider shall ensure that it holds all necessary patents, license rights and other proprietary rights required in respect of any device or method used by it while conducting the Services. Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with this obligation.

## 9. Contract Start Date / Contract Period / Completion of Contract

The contract is for a period of Three (3) years effective from \_\_\_\_\_. Contract may be extended / renewed at the sole discretion of ICSI for a further period of Two (2) years on the same rates, terms and conditions as mutually agreed upon. Service Provider shall not have right to claim renewal.

## 10. ICSI RESPONSIBILITIES

To facilitate service provider provision of Equipment and Services, **ICSI** agrees to perform the following obligations:

- a. **Access** : **ICSI** shall grant access at all times to Equipment, related sites, office areas and other facilities to service provider and its authorized representatives,

subject to **ICSI's** reasonable security restrictions. **ICSI** shall arrange for permission for access to offices of third parties for purposes of carrying out the work to be performed by service provider under this Agreement.

- b. **ICSI shall give access** to service provider or its authorized representative to sources of electrical power, and any other necessary utilities and facilities, including telephone access to Service Providers Network Operations Center or to ICSI's offices which may be required in order for service provider to provide efficient Service.
- c. **Installation:** ICSI's personnel shall co-operate and support service provider representatives, as required, for Equipment installation, problem diagnosis and isolation of faults.
- d. **Additional ICSI Responsibilities:**
  - Provide space for indoors equipment and for IT Hardware, spare and test Equipment;
  - Provide for all necessary electricity and UPS systems of required rating for each site;
  - Furnish all facilities from ICSI equipment to be interconnected with the Network;
  - Provide access to service provider personnel during working hours and any subsequent hours to all ICSI Premises;

## **11. Performance Security**

Service Provider is requested to submit the Security Deposit / Performance Guarantee of 5% of the total Contract price (Basic Price + GST) in form of a bank guarantee from any scheduled commercial bank within 7 days of issue of order but before execution of the SLA. The Bank Guarantee so submitted has to remain valid for a period up to three months beyond the expiry of contract period. On failing to comply with the above, 5% amount of the quarterly payable charges will be retained by the Institute as security deposit for the entire period of the contract and three months beyond the completion of the contract. During the contract period, Service Provider will be fully responsible to complete scope of work as mentioned herein above or the tender document and as per SLA without any other financial liability to the Institute except the AMC charges as mentioned in the contract price. In case of default, the Institute will have the right to arrange maintenance at Service Provider risk and cost.

## **12. Forfeiture of Performance Security Deposit and Invoking of Bank Guarantee**

ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if Service Provider contravene or breach any of the terms and conditions of this Service Level Agreement (SLA) or if the Service Provider withdraws or amends, impairs or derogates from Work Order / Service Level Agreement (SLA) or fails to execute the work as per the Work Order / Service Level Agreement (SLA) or fails to deliver satisfactory performance during the period of contract.

ICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to the negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct of the Service Provider or its staff / employee / agent / representative.

Whenever under Work Order / Service Level Agreement (SLA) order any sum of money is recoverable from and payable by the Service Provider, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Service Provider. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service Provider under this or any other agreement with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the Institute on demand the remaining amount.

### **13. Statutory Compliance**

Service provider will be required to comply with all statutory obligations from time to time applicable to this contract. Service Provider shall carry out the Services in strict compliance with all relevant laws and regulations of the State or Territory within India where the Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Services, whether held by Service Provider, ICSI or any other concerned party.

Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with any law, or regulation, or such permit or license relating to any part of the Services.

### **14. Indemnity**

Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, Service Provider will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, Service Provider will be liable to make good / compensate such claims or damages to the ICSI. As a result of Service Provider's action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, Service Provider would be required to reimburse to ICSI such amount with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to Service Provider while settling Service Provider's bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land.

### **15. FORCE MAJEURE**

- i) The Parties shall not be liable for any failure to perform, any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force

Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. For the purpose of this Article, Force "Majeure" means any cause, which is beyond control of the Service Provider or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
- Restrictions imposed by the Government or other statutory bodies, which is beyond control of Service Provider or of the Institute, which prevent or delay the execution of the order either by Service Provider or by the Institute.

ii) If a Force Majeure situation arises, Service Provider are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, Service Provider will continue to perform Service Provider obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

## **16. Confidentiality of Information**

Service Provider acknowledge that all material and information which has and will come into Service Provider's possession or knowledge in connection with this order or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in utmost strict confidence and Service Provider will not make use thereof other than for the performance of the service of this order and to release it only to Service Provider employees requiring such information, and not to release or disclose it to any other party. Service Provider agrees to take appropriate action with respect to Service Provider employees to ensure that the obligations of non-use and non-disclosure of confidential information under this order are fully satisfied. In the event of any loss to ICSI in divulging the information by Service Provider employees, the ICSI shall be indemnified. Service Provider agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. Service Provider will treat as confidential all data and information about ICSI, obtained in the execution of this order including any business, technical or financial information, in strict confidence and will not reveal such information to any other party. Upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

## **17. TERMINATION**

Either party may terminate the contract by giving a three (3) months' notice in writing to the other party for termination of the contract.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving one months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than three penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Service Provider.

## **18. Blacklisting:**

Notwithstanding any other remedy, the ICSI may by notice in writing blacklist the Service Provider for suitable period in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than Three(3) penalties on the Service Provider in any month.

## **19. Dispute Resolution / Arbitration:-**

- i. Dispute Resolution: Any dispute, difference, controversy or claim ("Dispute") arising between Service Provider and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the contract, or the breach, termination, effect, validity, interpretation or application of this contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Sole Arbitrator appointed by the parties. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

- ii. Law: This Tender shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Contract

**20. Non-Exclusive Agreement.**

The agreement between the ICSI and Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other Service Provider during currency or the extended currency of this Agreement.

**21. Independent Contract & Relationship between the Parties.**

The relationship of Service Provider to ICSI under this Agreement shall be that of an independent contractor. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this Agreement. The acts performed and action taken by either party that do not fall under the Agreement shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

That it is expressly understood & agreed between the parties to this agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Service Provider directly or indirectly for the execution of work as provided under this agreement, shall not be employee / officer of the ICSI for any purpose. None of such person of the Service Provider shall have any right to claim anything against the ICSI.

**22. Complete / Entire Agreement:**

This Agreement, it's Attachments, if any, and the documents specifically referred herein constitute the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this Agreement shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this Agreement.

**23. REPRESENTATIONS AND WARRANTIES.**

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement.

**24. Non Waiver:**

Failure to exercise by either party of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this agreement shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.



**25. Severability.**

If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

**26. Assignment & Sub-Letting.**

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

**27. Notices & Notifications:**

All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to this Agreement shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Agreement. Any change of Address should be notified to each other.

**28. Alteration and Modification.**

Any alteration or modification or waiver in connection with this agreement will not be effective unless made in writing and signed by both the parties.

**29. Headings:**

The headings used in this Agreement are for purposes of convenience only and shall not control the language or meaning of the provision following.

**30. Precedence:**

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable, the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:

- (1) This Agreement
- (2) The Attachments (if any)
- (3) The Purchase / Work Order
- (4) The Offer / RFP / Tender

**31. Jurisdiction of Courts:**

Jurisdiction: The courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to this Tender. These provisions shall survive the Contract.

**32. Statutory Compliance:**

Service Provider will be required to comply with all statutory obligations from time to time applicable to this contract.

**33. Project Contacts:**

ICSI designates Directorate of **Information Technology** and Service Provider designates Mr./Ms. \_\_\_\_\_ as the responsible person representing them for the Installation and Services Start-up Program. These persons shall represent the respective Parties in all aspects of the provision of Services.

**34. Other Terms & References:**

The authority to take final decision on any issue, which is not resolved between the Project Managers, shall be the Steering Committee.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and month and year first written above.**

FORM/s \_\_\_\_\_

FOR Institute of Company Secretaries of  
India

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

NAME:

NAME:

DESIGNATION:

DESIGNATION:

DATE:

DATE:

In presence of

In presence of

1.

1.

2.

2.

**Format- Performance Bank Guarantee from a Nationalized Bank**

**FOR PERFORMANCE GUARANTEE**

Ref.No.

Bank Guarantee No

Dated

To,  
The Secretary  
Institute of Company Secretaries of India  
ICSI House, 22, Institutional Area,  
Lodi Road, New Delhi-110003

1. Against contract vide Advance Acceptance of the Tender covering “RFP for .....” (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and \_\_\_\_\_ (hereinafter called the Contractor) this is to certify that at the request of the Contractor we \_\_\_\_\_ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs \_\_\_\_\_/- (Rs.----- only) 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 Contractor 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 Contractor 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 fulfilment in all respects of the said contract by the Contractor 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 Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
6. 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 Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor 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 Contractor or for any forbearance by the Purchaser to the said Contractor 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.

- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

WITNESS NO. 1

Authorised Bank Representative

-----  
(Signature)  
Full name and official  
Address (in legible letters)

-----  
(Signature)  
Full name, designation and  
address (in legible letters)  
with Bank stamp

WITNESS NO. 2

-----  
(Signature)  
name and official  
Address (in legible letters)

Attorney as per power of  
Attorney No..... Full  
Dated.....