



ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No.: PC:IT:2018 (BDAMC)

April 6, 2018

Sub: Tender for Maintenance of Comprehensive onsite AMC of Backup Device Hardware.

Tender Fee	Rs.236/-(Rs.200 + 18%GST) (Rupees Two Hundred Thirty Six only)
Earnest Money Deposit (EMD)	Rs. 1,000/- (Rupees One Thousand only)
Tender Publish Date	April 6, 2018
Last Date and Time for Submission of Bids	on or before April 20, 2018 by 2:00 PM
Address for submission of Bids	The Institute of Company Secretaries of India ICSI House, C-36, (5thFloor: tender box) Sector-62, Noida – 201309
Venue, Date and time of opening of Technical Bids.	Address as above. Date: April 20, 2018 at 3:00 PM
Bid Validity	90 days after the date of opening of Technical Bids
Contact details	Dr. Nikhat Khan, Director, IT (Tel. No. 0120- 4522036 / 2019, may be contacted)



**THE INSTITUTE OF
Company Secretaries of India**
भारतीय कम्पनी सचिव संस्थान
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

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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. The Institute has another office at C 36, 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 **Maintenance of Comprehensive onsite AMC of Backup Device 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:

PART 'A'

I: Instruction to Bidders

1. The tender document may be obtained during working hours from **April 6, 2018 to April 20, 2018 (till 01.00 PM) on all ICSI-HQ working days on payment of Rs.236/-(200 + 18%GST)** from the Reception Counter of the Institute on cash payment or by submitting a demand draft in favour of "**The Institute of Company Secretaries of India**", payable at New Delhi. The tender document can also be downloaded from the website of the Institute (www.icsi.edu) for which bidders would be required to enclose a demand draft of **Rs.236/-(200 + 18%GST)** towards the cost of the tender document along with their quotes, failing which the tender shall be out rightly rejected. If any discrepancies found in the downloaded version of the tender, the version of the tender document kept at Purchase cell of the Institute will be treated as authentic and correct.
2. 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.
3. **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), along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as "**No. 2 – Technical Bid**"), (iii) Part 'C' 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 Tender Fee &EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of Tender Fee &EMD demand draft).

4. The sealed tender envelope duly super scribed, “**Tender for Maintenance of Comprehensive onsite AMC of Backup Device Hardware**” due on **April 20, 2018**” should be addressed by name to **Shri Dinesh C Arora, Secretary**, The 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 5th floor of Institute’s Headquarter at its Noida office address as mentioned below & should reach on or before **2.00 PM on April 6, 2018**.

Address:

Shri Dinesh C Arora
Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, **(5th 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.

5. The **Technical Bid shall be opened on April 20, 2018 at 3:00 PM** in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 in the presence of those bidder(s), who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, the due date for opening of the bids will be the following working day at the appointed time and venue.
6. **Earnest Money Deposit (EMD)**
 - i. The Earnest Money Deposit (EMD) of Rs. 1,000/- (Rupees One Thousand only) in the form of Demand Draft/pay order drawn in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at New Delhi only is to be submitted along 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/bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be recovered from the payable amount to the vendor. 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.

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 unjustified 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.
7. 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 able to participate in any tender of this Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
8. 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 on the basis of 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 through website notification at www.icsi.edu and/or email communication as furnished by the bidder in the bid document.
9. 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.
10. **Bid Validity:** Price quoted must be valid for at least 90 days from the date of opening of bid.
11. **Bid Evaluation:**
ICSI shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.
12. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned. The Institute also reserves its rights to cancel the whole tender process at any stage without assigning any reason whatsoever.

II: Terms and conditions of the Contract

1. Comprehensive AMC shall be for a period of three (03) years. However, Institute at its discretion, can terminate the contract without citing any reason at any point of time by giving three (03) months notice. In case of termination, Institute will be liable to pay pro-rata amount to the vendor only for the period for which the AMC services availed by the Institute.
2. The backup device hardware is located in its ICSI-Noida office at C-36 Sector 62 Noida. The selected vendor will be required to maintain the system in the mentioned site.
3.
 - a) The vendors are required to study the Institute's hardware as per the configuration/specifications as indicated in Part C while quoting for the maintenance charges for the same.
 - b) The term "maintenance" implies comprehensive maintenance which will cover replacement of all defective parts/equipments of Backup Device. The vendors

will have to ensure the availability of spares and consumables of the hardware under maintenance.

- c) Annual Maintenance Charges will be paid on six (6th) month's basis at the end of each six (6) month for the preceding six (6) monthssubject to submission of appropriate tax invoice by the vendor. All payment to the vendor are liable to deduction of statutory taxes as applicable. The rates quoted shall remain **valid for a period of Three (3) Years.**
 - d) Bids shall be valid for 90 days from the date of opening of bids.
 - e) You will be responsible for the trouble free integrated working of the hardware and software.
 - f) The response time for domain specialist for attending to faults for the Backup Device will be two (2) hours after they are reported to you. You will rectify the faults within maximum Four (4) hours of lodging the complaint failing which you will arrange temporary replacement of the equipment and ensure that services are restored. In case you fail to meet any of these requirements, penalty at the rate of Rs.1000/- per day or part thereof for delay shall be imposed after which the Institute will have the right to arrange repairs/replacement at the cost and risks of vendor. In case the standby is provided, the original equipment should be repaired and returned within maximum 7 (seven) days of taking it failing which penalty @Rs.500/- per day or part thereof for the delay will be imposed. The vendor will document each & every complaint made to it verbally, telephonically or in writing. For each complaint the time of lodging the fault and closing of the issue must be clearly mentioned.
 - g) Payment of any kind what-so-ever will not be made to the vendor except the one mentioned in the related work order/tender.
4. Prices quotedshould be for Institute premises and should be inclusive of all charges, levies,octroy, taxes & duties for **Three years onsite comprehensive AMC except GST which is to be shown separately.**
 5. **The Principal Manufacturer will provide a certificate of AMC for Three (3) years in the name of the Institute. This certificate is to be submitted by the bidder with the technical bid.**
 6. **Escalation Matrix up to Three (3) levels should be provided.**
 7. Though Institute prefers to deal with manufacturers/principal manufacturers directly, it may also consider the offers received through its authorized channel partners, provided the principal authorizes the said channel partner in this regard. **The authorization letter from the Principal Manufacturer is to be submitted with the technical bid.**
 8. The successful bidder has to submit the security deposit /performance guarantee from scheduled bank of equivalent amount of 5% of the contract value on awarding the contract within 10 days of issue of order but before execution of the agreement, to cover any loss or damage caused to or suffered by the Institute due to acts of commission and 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 agreement. 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.

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.

9. The quantities indicated in Part –“C” is tentative and may be increased/decreased at the sole discretion of the Institute. The successful bidder shall have no right to claim any minimum/definite volume of business or enhance per unit rate.

10. **GENERAL:**

- (a) **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. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Sole Arbitrator who would be the Secretary of the Institute of Company Secretaries of India or any other person appointed by him as Sole Arbitrator. 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.
- (b) **CONFIDENTIALITY:** 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.
- (c) **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.
- (d) **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.
- (e) **Force Majeure**
- i) For the purpose of this Article, Force “Majeure” means any cause, which is beyond the successful bidder control 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 the successful bidder control 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.

- (f) **Indemnity Clause:** The successful bidder 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 along 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.
- (g) **TERMINATION:** The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving Three (3) months' notice in writing in case the successful bidder fails to discharge its obligation under this agreement/contract without sufficient ground or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the successful bidder during the period of the termination notice and the same must be satisfied/completed before this agreement/contract 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 successful bidder.

For any details / clarifications, bidders may contact Dr. Nikhat Khan, Director, IT (Tel. No. 0120-4522036 / 2019) at ICSI.

Date: **April 6, 2018**

(A K Ghosal)
Director(Purchase & Administration)

(Annexure A)

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No.: PC:IT:2018 (BDAMC)

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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./ LLP /Partnership/ Proprietorship)
(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. Service Tax Registration number (if any) _____
10. Please also specify, if you are registered with
appropriate Authority under Works Contract Act, 1999.
(Enclose self-attested photocopy)
9. 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 _____

Date _____

Official seal of bidder _____

- **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)

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309**

Tender No.: PC:IT:2018 (BDAMC)

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Form II(a): TECHNICAL DETAILS

S.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.	A) List of existing sites being maintained as per following: Name of the Company/Type of Hardware being maintained/No./Last Year's turn over. B) Please indicate the hardware principal/s brands you represent and your level of association	
3.	Please indicate in full the following details: A) Manpower available – Technical & Non-technical Number and name of the personnel who can provide hardware support and do trouble shooting. B) Turnover of the company for last 3 financial years (Please attach supporting documents)	
4.	Authorization letter/Certificate from OEM as an Authorized Dealer/Partner.	

(Annexure B2)

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No.: PC:IT:2018 (BDAMC)

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Hardware.

Form II(b): Eligibility Criteria Details

S. No.	Particulars	Response Yes/No	Supporting Document Reference with Page No.
1.	Escalation Matrix up to Three (3) levels should be provided.		
2.	The Principal Manufacturer will provide a certificate of AMC for Three (3) years in the name of the Institute. This certificate is to be submitted by the bidder with the technical bid.		
3.	The authorization letter/Certificate from the Principal Manufacturer as an Authorized Dealer/Partner.		
4.	Submission of Tender Fee		
5.	Submission of EMD		
6.	PAN (Enclose self-attested photocopy)		
7.	GSTIN Code (Enclose self-attested photocopy)		

NOTE:

- i. Tender document each and every page has to be signed and stamped by bidder.
- ii. Conditional bids will be summarily rejected.

Name and Signature of Bidder
with Corporate Seal

(Annexure C)

**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 Maintenance of Comprehensive onsite AMC of Backup Device
Hardware.**

Sir,

This is with reference to the **Tender No.: PC:IT:2018 (BDAMC)** due on _____. We are interested to participate in the **Tender for Maintenance of Comprehensive onsite AMC of Backup Device Hardware dated April 6, 2018**. 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.

(Signature of the Bidder)

Printed Name
Designation
Official seal/ stamp

Date:

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309**

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PART 'C' (FINANCIAL BID)

(figure in Rs.)

S. No.	Product Details	Description	QTY	Comprehensive Onsite AMC	UNIT PRICE(all inclusive except of GST) (a)	GST (b =a *GST%)	TOTAL Price(Including all Taxes) (c= a+b)
1	Make/Model:- Tandberg data. Model no :- 3520-LTO5 Product ID :- AQ281-20390 Serial No :- HUE44917EH	Comprehensive onsite AMC of Backup Device (including Firmware) and ARS for LTO 5-standalone Tape Drives.	1	1 Year			
				2 years			
				3 years			
Total Amount (in Words) ----- -----.							

HSN / SAC Code

Date:

Name and Signature of Bidder with
Corporate Seal and Mobile No.