Sealed tenders are invited for supply, installation & commissioning of Color Printer Hardware as per the details given in the Part ‘C’ of the Tender Document. The terms and conditions governing the instant Tender are as under:

1. The tender document may be obtained during working hours from 27th October, 2017 to 10th November, 2017 (till 1.00 PM) on all working days on payment of Rs.236/- (Rs.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 parties would be required to enclose a demand draft of Rs.236/- (Rs.200 + 18%GST) towards the cost of the tender document along with their quotes, failing which the tender shall be out rightly rejected.

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

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

4. The sealed tender (Main envelope No.3 as mentioned above) duly super-scribed, “Tender for Supply, Installation and Commissioning of Color Printer Hardware” due on 10th November, 2017” should be addressed by name to Shri D C Arora, Secretary, The ICSI and sent at the Institute’s address given below either by registered post/speed post/or by dropping in the tender box placed at 3rd floor of Institute’s Headquarter & should reach on or before 3.00 PM 10th November, 2017.

Address:
Shri Dinesh C Arora
Secretary
The Institute of Company Secretaries of India
ICSI House, C-36,[IIIrd Floor : Tender Box]
Sector-62 Noida – 201309 (UP)

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

5. The Technical Bid shall be opened on 13th November, 2017 at 11:00 AM in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida in the presence of those tenderer(s), who wish to be present. No separate communication will be sent in this regard. In the event of due date being a close holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.

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

7. Prices quoted should be FOR Institute premises and should be inclusive of all charges viz. installation, acceptance test and charges for Five (5) years onsite comprehensive warranty. Escalation Matrix up to Five (5) levels should be provided. In case the warranty is for one year by default, the vendor shall ensure support pack from the principal manufacturer for balance 04 years without any extra cost, so as to validate the total warranty for five years.
8. The terms “acceptance test” imply running of supplied material for 12 hours daily for seven days at three different locations including 72 hours continuous running of system. If the Color Printer, so supplied fails in acceptance test, the same shall be liable to be rejected. During the acceptance test, replacement of cards/devices shall not be permitted.

9. **The Principal Manufacturer will provide a certificate of warranty for Five (5) years in the name of the Institute. The certificate is to be submitted by the bidder with the technical bid.**

10. 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.**

11. Delivery and installation period must be completed within fifteen (15) days from the date of issue of Purchase Order.

12. **Liquidated Damaged (LD) Clause**

i. ½ per cent of total value of contract, for each day of delay, in case of goods are delivered within 7 days after the due date;

ii. 1 per cent of total value of contract, for each day of delay, in case of goods are delivered beyond 7 days but up to 14 days after the due date;

iii. 2 per cent of total value of contract, for each week of delay, in case of goods are delivered beyond 14 days subject to a maximum of 10% of total contract price;

In case of delay beyond the scheduled delivery period, Institute may at its discretion cancel the order and arrange to procure the same from any other source at the sole risk, cost and responsibility of the vendor.

13. Institute’s usual payment terms are 30 days for 90% of the contracted price upon installation & commissioning of equipments as detailed above and submission of tax invoice along with all documents pertaining to this supply on acceptance of the supplied material. Remaining 10% of the contracted price will be paid within thirty days of receipt of the performance security in the form of Demand Draft or Bank Guarantee of equivalent amount valid for entire warranty period failing which 10% amount of the contracted price will be deducted from the bill and retained as security deposit for the entire period of warranty. Vendor will be fully responsible for onsite comprehensive maintenance free of charge during the warranty period and in case of default, the Institute will have the right to arrange maintenance at vendor’s risk, cost and responsibility.
14. While Part “C” describes specifications desired by the Institute, vendors are also welcome to quote for richer specifications, which will be considered at the sole discretion of the Institute.

15. The rates quoted should be valid for at least 90 days from the date of opening of quotations.

16. **Earnest Money Deposit (EMD)**

   i. The Earnest Money Deposit (EMD) of Rs. 2,000/- (Rupees Two 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 technical 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 either can be converted as part of the performance security on request of the vendor or will be refunded after receipt of 10% of the contracted price as Performance Security. In case the vendor opts to convert the EMD to part of the performance security, balance amount towards the performance security will be recovered from the payable amount to the vendor. The EMD to 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 bidder shall be forfeited in the following circumstances:-

   i. the bidder withdraws his bid;

   ii. the bidder does not accept the Purchase / Work Order;

   iii. the 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

**GENERAL:**

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

b) The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, Firms which 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 firms/bidder without GST registration details will be summarily rejected.

c) The Institute reserves the right to accept or reject any or all 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.

d) The quantities indicated in Part “C” 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 volume of business.

e) For any details/clarifications, Dr. Nikhat Khan, Director, IT on telephone No. 0120-4522019, may be contacted.

Date: 27th October, 2017

(A K Ghosal)
Director (Purchase & Administration)
PART ‘B’ Technical BID

Tender No. : Purchase: 2017-18 (Color Printer) 27th October, 2017

1. Name and complete address of the Bidder

2. Tele/Fax/E-mail/Cell No. of the Bidder

3. Contact person’s name & telephone No.

4. Details of registered office, if any, along with contact person’s name and tele. No.

5. Legal status of the bidder i.e. Proprietorship/LLP/Partnership/Public /Private LimitedCo. / any other alongwith documentary evidence.

6. Composition of Directors/Partners/Proprietor etc.

7. PAN along with documentary evidence

8. GSTIN along with documentary evidence.

9. List of existing installations of Color Printers being maintained as per following:
   a) Purchase Orders as a reference has to be submitted.

10. Annual Turnover in the last three consecutive financial years to be submitted along with supporting document.

11. Please indicate in full the following details:
   a) Manpower available- Technical & Non-technical
   b) Escalation matrix for lodging the complaint during the warranty.


NOTE:

i. RFP each and every page has to be signed and stamped by bidder.

ii. Conditional bids summarily rejected.

Date: Name and Signature of Bidder with Corporate Seal
## PART ‘C’  Financial Bid

Rates Quoted should be Net Unit Rate (Unit Price + Cartage + GST, if any)

Tender No. : Purchase: 2017-18 (Color Printer)  
27th October, 2017

<table>
<thead>
<tr>
<th>S No.</th>
<th>Item Name/Specification</th>
<th>Unit of Measurement</th>
<th>Quantity</th>
<th>Unit Rate in Rupees</th>
</tr>
</thead>
</table>
| 1     | Color image CLASS MF735Cx  
Printer Specifications  
All in One, Color, Wireless, Duplex Laser Printer, **Print Speed**: Up to 28 ppm (1-sided plain paper letter), Up to 23ppm (2-sided plain paper letter)\(^1\) (bw / color); **First Print Time**: 9 seconds or less (letter); **Print Resolution**: Up to 600 x 600 dpi, 1200 x 1200 dpi equivalent: **Maximum Print Size**: Up to Legal; **Duplex Print**: Yes; **Print Modes**: Poster, Booklet, Watermark, Toner Saver, Page Composer; **Print Memory**: 1 GB (Shared); **Direct Print from USB**: JPEG, TIFF, PDF;  
Copier Specifications: **Copy Type**: Color Laser; **Copy Speed**: Up to 28 ppm (letter); **Duplex Copy Speed**: Up to 23 cpm (letter); **Copy Resolution**: Up to 600 x 600 dpi; **Original Type**: Text/Photo, Text, Photo; **Halftones**: 256 Levels; **Warm-up Time**: 13 seconds or less from power on; **First Copy Time**: Approximately 10 / 11 seconds or less (bw/color, letter); **Recovery Time**: Approximately 6 seconds; **Maximum Number of Copies**: Up to 999 copies; **Reduction/Enlargement**: 25 - 400% in 1% increments; **Copy Size**: Platen: Up to Letter / DADF: Up to Legal; **Copy Features**: Frame Erase, Memory Sort, 2 on 1, 4 on 1, ID Card Copy; **Copy Memory**: 1 GB (Shared); **Fax Specifications**: Modem Speed: Up to 33.6 Kbps (Super G3)\(^4\); **Fax Resolution**: Up to 406 x 391 (Ultrafine); **Transmission Time**: Approx. 3 seconds; **Memory Capacity**: Up to 512 sheets; **Speed Dials**: 19 one-touch speed dials, Up to 281 coded dials; **Group Dialing**: 199 destinations; **Sequential Broadcasting**: 310 destinations; **Duplex Fax**: Yes; **Receive Modes**: FAX Only, Manual, Answering, Fax/Tel Auto Switch; **Fax Features**: Fax | Each | 1 |
forwarding, Dual Access, Remote Reception, PC Fax (TX only), Distinctive Ring Pattern Detection, Error Detection Mode, Auto Redial, Fax Activity / Activity Result Reports, Fax Activity Management Reports; **Color Printer Specifications:** **Scan Type:** Color Contact Image Sensor (CIS); **Color Depth:** 24-bit; **Scan Resolution:** Up to 600 x 600 dpi (optical), 9600 x 9600 dpi (software interpolated resolution); **Scan Size:** Platen: Up to Letter / ADF: Up to to Legal; **Duplex Scan:** Yes (One Pass Duplex Scan); **Pull Scan:** USB and Network; **Push Scan (Scan to PC):** USB and Network; **WiFi Access Mode:** Infrastructure Mode, WPS easy Setup, Wi-Fi® Direct Connection; **WiFi Authentication Methods:** WEP 64/128 bit, WPA-PSK (TKIP, AES), WPA2-PSK (AES), 802.1x (LEAP, EAP-FAST, PEAP, EAP-TLS, EAP-TTLS); **WiFi Encryption Modes:** WEP (64/128 bit), WPA-PSK (TKIP, AES), WPA2-PSK (AES); **WPS Easy Setup Support Methods:** Push-button mode, PIN code mode; **Mobile Functions:** Print, Scan (SMB, E-mail, FTP), PC Fax

**Warranty:** 5 Years On-Site comprehensive warranty

⇒ **The Bidder has to mention the HSN Code of material ____________________**

**Terms & Conditions:-**

- 5 years on site comprehensive warranty on all hardware with 4 hours call attending support and penalty of Rs.500/- in case of default after 24 hours. The hardware should be repaired or standby be arranged within 24 hours of lodging the complaint. In case of default, a penalty of Rs.500/- per day would be levied. In case standby is provided, the hardware should be repaired and provided back within seven days of lodging the complaint. In case of default, a penalty of Rs.500/- per day would be levied.

**Delivery at :** ICSI House, 22, Institutional Area, Lodi Road, New Delhi - 110003.

**Delivery and Installation Period:** 15 days from the date of issue of Purchase Order.

Date:

Name and Signature of Bidder with Corporate Seal
To,
The Secretary
Institute of Company Secretaries of India
ICSI House, C – 36,
Sector 62, Noida-201309

Sub: Tender for
Sir,

This is with reference to your tender no: ______________due on __________. We are interested in participate in the tender / quotation for empanelment of agencies for ______________. 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 agrees 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 his 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 his cost and risk and he shall indemnify the Institute for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing.

vi) We understand that the Institute reserves the right to cancel the quotation / tender at any stage or to 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: