

Intelligent Communication Systems India Limited.
(A Joint venture of TCIL & DSIIDC)
Administrative Building
Above Post Office, Okhla Phase-III,
New Delhi – 110020 (India)

Tender for Supply & Installation of Modular Office Furniture for ICSIL

Tender No: ICSIL/02/53/Renovation of Lab (Second Floor) ICSIL/Vol-I/2022-23
Issued on: August 17th 2022

Issued By:

MM/Administration Division

Second Floor,

Tel: + 91-011 40538951

Email: nafeesa@icsil.in

Visit us at <http://www.icsil.in>

TABLE OF CONTENTS

| <u>SECTION</u> | <u>TITLE</u> | <u>PAGE No.</u> |
|----------------|---|-----------------|
| 1. | Notice Inviting Tenders | 3-5 |
| 2. | Instructions to Bidders | 6-10 |
| 3. | General (Commercial) Conditions of the Contract | 11-13 |
| 4. | Special Conditions | 14 |
| 5. | Bill of Quantity (BOQ) and Price Bid Schedule | 15-16 |
| 6. | Scope of Work | 17-18 |
| 7. | Format of Performance Bank Guarantee (PBG) | 19 |
| 8. | Bid Submission Form | 20-23 |
| 9. | Annexures | 24-25 |

SECTION-1
NOTICE INVITING TENDERS

Intelligent Communication Systems India Ltd. is a joint venture of Telecommunications Consultants India Ltd. (ICSIL), a Govt. of India enterprise and Delhi State Industrial and Infrastructure Development Corporation (DSIIDC), an undertaking of Delhi government. It has provided exemplary service in the IT sector, Contractual Manpower supply for Delhi Govt. and Central Govt. departments, specializing in providing complete solutions in computerization, networking and telecommunication since 1987. With a well-focused vision and a global mission, ICSIL looks at greener pastures across the globe.

The Intelligent Communication Systems India Ltd. (ICSIL) invites e-bids from eligible bidders for “**Supply & Installation of Modular Office Furniture for ICSIL.**”

Details have been given in the Tender Document which is to be downloaded from the e-Procurement portal <https://govtprocurement.delhi.gov.in> and ICSIL website: www.icsil.in

Further for details/clarifications, if any, Sh. Shyambir, Admin Officer to be contacted on any working day. Important tender details/time-lines are as follows:-

| | |
|---|---|
| Name of the Work | Tender for Supply & Installation of Modular Office Furniture for ICSIL.” |
| Tender No | ICSIL/02/53/Renovation of Lab (Second Floor) ICSIL/Vol-I/2022-23 |
| Bidding System: | e-Tender, Delhi Govt. e-Procurement portal https://govtprocurement.delhi.gov.in (Details also available on ICSIL Website www.icsil.in) |
| Nature of bid process | Two bid systems shall be followed; Part I shall be “Techno-Commercial Offer” and Part II shall be the “Financial Offer”. |
| Type of Tender | Open Tender, e-Tender |
| Availability of Tender document | Delhi Govt. e-Tender Portal https://govtprocurement.delhi.gov.in and website of ICSIL i.e. www.icsil.in |
| Date Issue of documents | 17.08.2022 |
| Contact person for seeking clarifications | 1. Ms. Nafeesa Bano, Engineer (MM Division) 2. Mr. Shyambir, Admin Officer |
| Contact details of the contact person | 1. Email: nafeesa@icsil.in 2. Email:- |
| Visit Site Survey at ICSIL | 18.08.2022 to 24.08.2022, 10:00 AM to 05:00PM(working days) |
| Address of Organization | INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD (ICSIL) Administrative Building, Above Post Office, Okhla Industrial Estate,Phase-III, New Delhi -110020 Phone No. 011-40538951 |
| Last date and time for submission of e- Bid | 07.09.2022 at 03:00 PM |
| Date and Time of opening of Technical Bid | 07.09.2022 at 03:30 PM |
| Date and Time of opening of Financial Bid | To be communicated Later on |
| Earnest Money Deposit (EMD) | Rs 10,000/- (Rupees Ten thousand only) in the form of DD or RTGS/NEFT in favour of Intelligent Communication Systems India Ltd., New Delhi-110020 Bank Name- Axis Bank Account No.- 911020003747228 IFSC Code- UTIB0000430 Branch- C.R Park |

| | |
|------------|-----|
| Tender Fee | NIL |
|------------|-----|

Eligibility Criteria

1. The bidder should have minimum average annual Financial Turnover of not less than Rs. 2.50 lakhs during the last three years i.e. F.Y. 2018-19, 2019-20 & 2020-21, ending 31st March 2021.
(Bidder should submit CA certified Annual Report- Audited Balance Sheet and Profit & Loss Statement for the respective years)
 2. The Bidder should have experience of having successfully executed similar work during the last 4 years ending 31st July 2022 as below:-
 - a. Two similar work/supply orders of amount not less than the amount of Rs. 2.5 lacs each completed in not more than six months of period from the date of Client's Purchase Order.
 - Or
 - b. One similar work/supply order amounting not less than the amount of Rs. 4 lacs within a period of six months.

Similar Work means "Supply & Installation of Modular Office Furnitures" similar to Bill of Quantity given in Section 5
(Please submit copy of Work/Purchase Order and Satisfactory Completion Certificate from the Client).
 3. The Bidder should have a permanent establishment in Delhi. (Please submit copy of address proof).
 4. The bidder should have PAN/TAN and Delhi GST registration certificate.
 5. The Agency shall not have been blacklisted/debarred by any Central/State Government/Public Sector Undertakings/autonomous body.
(Please submit Self Declaration/Undertaking on Organizational Letter Head as per format in Annexure "B"- of Tender)
 6. The bidder must submit Earnest Money amounting to Rs. 10,000/- (Rupees Ten thousand only) by way of Demand Draft or RTGS/NEFT in favour of "Intelligent Communication Systems India Ltd." from a scheduled bank having branch at Delhi/New Delhi along with the Bid
- NB: 1** The documentary evidence in support of the Eligibility criteria given above is required to be furnished by the Bidder, failing which the bid may be rejected.
- NB: 2** The Bidder is required to quote for the complete BOQ. Partial quotes are liable to be rejected.
- NB: 3** Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.
- NB: 4** In case of Micro and Small Enterprises (MSEs), the valid registration certificate / Udyog Adhaar Memorandum is required.
MSEs registered with the NSIC/MSME are exempted from submission of EMD/Bid Security Deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services. Micro and Small Enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid Memorandum certificate is must.
- NB: 5** Tenders received without EMD/inadequate EMD shall be summarily rejected. The bidder must officially procure/download the tender documents from the e- portal of Delhi Govt. & ICSIL website before the last date and time of submission of tender document in order to bid for this tender.

NB: 6 The bidders may visit the installation site at ICSIL from **18/08/2022 to 24/08/2022** from 10:00 AM to 05:00 PM (Working days).

CONTACT INFORMATION:-

ICSIL Contact-1 - Sh. Shyambir , Admin Officer
Telephone: 9468428979
E-mail ID:

ICSIL Contact-2 - Ms. Nafeesa Bano (Engineer MM Div.)
Telephone: 9560729470
E-mail ID: nafeesa@icsil.in

The price Offers of only those parties who qualify in the first stage shall be opened at time and date to be notified separately.

ICSIL reserves the right to accept or reject any or all the tenders without assigning any reason.

-END OF SECTION 1-

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1** “Purchaser” means Intelligent Communication System India Ltd. (ICSIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India.
- 2.1.2** “Bidder” means the individual or firm or corporate body who participates in the tender and submits its bid.
- 2.1.3** “Goods” means all the material which the supplier is required to supply to the Purchaser under the contract
- 2.1.4** “Purchase/Work Order (PO)” means the order placed by the Purchaser on the Supplier duly signed by the Purchaser’s authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.5** “Contract Price” means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:-

| | |
|-----------|---|
| Section 1 | Notice Inviting Tenders |
| Section 2 | Instructions to Bidders |
| Section 3 | General (Commercial) Conditions of the Contract |
| Section 4 | Special Conditions of the Contract |
| Section 5 | Bill of Quantities & Price Bid Schedule |
| Section 6 | Scope of Work |
| Section 7 | Format of Performance Bank Guarantee (PBG) |
| Section 8 | Bid Submission Form |

2.3.2 Any clarification or communications obtained from the Purchaser.

2.4 AMENDMENT TO BID DOCUMENTS

- 2.4.1** At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- 2.4.2** The amendments/Corrigendum will be notified on ICSIL Website and these amendments will be binding on them. Bidders are advised to visit ICSIL Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

As per details given under Eligibility Criteria.

2.8 BID SECURITY/EMD

2.8.1 The bidder must submit Earnest Money amounting to Rs. 10,000/- (Rupees Ten thousand only) by way of Demand Draft or RTGS/NEFT in favour of Intelligent Communication Systems India Ltd. from a scheduled bank having branch at Delhi/New Delhi along with the Bid. Bid received without EMD/inadequate EMD shall be summarily rejected.

In case of Micro and Small Enterprises (MSEs), the valid registration certificate / Udyog Adhaar Memorandum is required. MSEs registered with the NSIC/MSME are exempted from submission of EMD/Bid Security Deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services. Micro and Small Enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid Memorandum certificate is must.

2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.

2.8.3 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.

2.8.4 The bid security may be forfeited under the following circumstances:-

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
- b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
- c) If he fails to supply the material in terms of the project as per delivery schedule.

2.8.5 Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD and requisite Tender Fee, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

2.10 CLARIFICATION OF BIDS

2.10.1 To assist evaluation and comparison of the bids, the Purchaser may at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing.

2.10.2 The Purchaser does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted.

2.11 EVALUATION OF TENDERS

2.11.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.11.2 Arithmetical error shall be rectified on the following basis:-

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.11.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.

2.11.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.11.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.

2.11.6 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.

2.11.7 The financial proposals will be ranked in terms of their total evaluated cost i.e Grand Total of BOQ "A" + BOQ "B". The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract.

2.11.8 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case and as per details given under the head "Evaluation".

2.11.9 ICSIL shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.12 PURCHASER'S RIGHT TO VARY QUANTITIES

2.12.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.12.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.13 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.14 NOTIFICATION OF SUCCESSFUL BIDDER

2.14.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.

2.14.2 Upon successful bidder furnishing of Performance Guarantee, the Purchaser will notify each successful bidder and will discharge its bid bond.

2.15 ISSUE OF LETTER OF INTENT

2.15.1 The issue of Letter of Intent/PO shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder.

2.15.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

2.16 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

2.17 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.18 DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

2.19 SUBMISSION OF BID

Bids must be submitted online on Govt. of NCT of Delhi e- procurement portal <https://govtprocurement.delhi.gov.in>, except the following, which shall be accepted in physical form:

- EMD in the form of Demand Draft or RTGS/NEFT in favour of Intelligent Communication Systems India Ltd., New Delhi-110020

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form. For detail instructions please refer to **Clause 2.21**.

2.20 OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to ICSIL will qualify to be opened online. The qualified parties shall be notified with the date and time of the opening of the Price Offer in advance. Representative of the qualified parties may attend the Online Price Bid opening.

In case of any conflict in any of the terms mentioned at Section – 4, the same shall prevail over the terms mentioned in other sections.

2.21 INSTRUCTIONS REGARDING SUBMISSION OF BID

1. Bidding Methodology

The bid shall be submitted on line under two cover bid submission on Govt. of NCT of Delhi e procurement portal <https://govtprocurement.delhi.gov.in>

2. Broad outline of activities from Bidders perspective:

The bidder shall follow the guideline given on the above web-site for submission of e-tender.

3. Digital Certificates

The bidder shall obtain Digital Signature Certificate as specified in the above web-site.

4. Registration

The bidder shall get himself registered for participating in e-tendering as per procedure laid down in the above web-site.

A. ONLINE SUBMISSION

PART-1 (Technical Offer) shall contain the following:

- a) Documentary evidence in respect of the eligibility criteria mentioned in the Tender.
- b) Copy of Demand Draft or RTGS/NEFT amounting Rs. 10,000/-towards EMD in favour of “Intelligent Communication Systems India Ltd.” payable at New Delhi.
- c) A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Section of the tender.
- d) Bid Submission Form as per **Section 8**.

PART-II (Financial Offer) shall contain the Financial Bid Format.

B. OFFLINE SUBMISSION

The EMD shall be sent by the tenderers by Courier / Speed-post, with the envelope marked as above. Alternatively, EMD may also be deposited by the bidders in the tender box kept at the Reception of ICSIL, New Delhi office at Ground Floor.(if not submitted through RTGS/NEFT)

- a) The online tender shall be opened at the stipulated time of opening in the presence of intending bidders.
- b) All offers received in response to this tender enquiry will be evaluated by the Committee initially based on the eligibility criteria and evaluate the capability of the Company/Firm.

-END OF SECTION 2-

SECTION - 3
GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. PRICE APPLICABILITY

Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after delivery period, the advantage of reduction of taxes/duties shall be passed onto the Purchaser and no benefit of increase will be permitted to the Supplier.

2. STANDARDS

The documents supplied under the contract shall confirm to the standards mentioned in Section-5 of this Tender document.

3. PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

4. PERFORMANCE SECURITY

- a) The shortlisted bidder shall, within 10 (ten) days, submit Performance Bank Guarantee (PBG) issued by a scheduled Bank from its branch in Delhi, equivalent to **3%** of the value of the estimated work , valid for a warranty period of 5 years from the date of its issuance.
- b) The Performance Bank Guarantee will be discharged by ICSIL after completion of contractor's obligation, including warranty obligation under the contract.
- c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
- d) The Performance Security will be discharged by the Purchaser after completion of the Supplier's obligations under the contract.

5. CHANGE ORDERS

1. The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-
 - a) Services to be provided by the supplier.
2. If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

6. SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

7. ARBITRATION

In the event of any dispute arising between ICSIL and the Supplier in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Managing Director, ICSIL who may himself act as sole arbitrator or may name as sole arbitrator an officer of ICSIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held at New Delhi.

The proceedings of arbitration shall be in English language:

In case any supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

8. RISK PURCHASE

In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right:

- (a) to reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
- (b) to terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

9. APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

10. GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Company shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Supplier, if a security is taken from the Supplier. In the event of the Security being insufficient or if no security has been taken from the Supplier, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Company on demand the remaining balance due.

11. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come

to an end or ceased to exist. In case of any dispute, the decision of MD, ICSIL, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

12. TERMINATION FOR DEFAULT

The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

- a) if the supplier fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .
- b) if the Supplier fails to perform any other obligation(s) under the contract; and
- c) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 30 days.

In the event the Purchaser terminates the contract in whole or in part pursuant to above para the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated.

13. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

14. SET OFF

Any sum of money (including refundable security deposit) due and payable to the Bidder/Contractor, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by ICSIL and set off against any claim of ICSIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

15. ADD ON/REPEAT ORDER

ICSIL reserves the right to place Add on /Repeat order for additional quantity up to 25% of the original order quantity at the same rate and terms & conditions of the purchase order within one year from the date of issue of purchase order.

- END OF SECTION 3 -

SECTION – 4
SPECIAL CONDITIONS OF THE CONTRACT

1. PRICE BASIS

All Inclusive as per price bid schedule at Section 5.

2. PAYMENT TERMS

- 1) 20% on delivery and 80% on final commissioning & certification by Inspecting Authority.
- 2) The TDS/WCT shall be deducted from the payment as per GOI rules and regulations.

3. PAYING AUTHORITY:

JGM (F & A),
ICSIL, Okhla Phase-3
New Delhi-110020

4. DELIVERY & INSTALLATION:-

To be completed within 60 days from the date of Purchase Order.

5. INSPECTING AUTHORITY:-

Sh. Shyambir, Admin Officer
ICSIL, Okhla Phase-3
New Delhi-110020

6. PERFORMANCE SECURITY

The shortlisted bidder shall, within 10 (ten) days, submit Performance Bank Guarantee (PBG) issued by a scheduled Bank from its branch in Delhi, equivalent to **3%** of the value of the ordered work , valid for a warranty period of 5 years from the date of its issuance.

7. VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. A bidder accepting the request and granting extension will not be permitted to modify his bid.

8. LIQUIDATED DAMAGES:-

1. The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

2. In case the Supplier fails to supply the goods/services against the order, the same shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.

3. For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Supplier for future purchases.

4. LD can be recovered from any dues of the Supplier.

- END OF SECTION 4 -

SECTION – 5

BILL OF QUANTITY

BOQ “A” Furniture/ Computer Lab with Technical Specification of Modular for ICSIL -

| S.No. | Description | Qty. | Unit Price in Rs | Total in Rs |
|--------------------|--|------|------------------|-------------|
| 1 | Supply , Installation and Commissioning of Back to Back Work Station Size (1200X600X750 mm), 45 mm Aluminum Partition having combination of Fabric Pin Up Board & Laminated Writing Marker (Can be Customized without extra cost) with 25 mm Thick table top with 2 mm Rehu – H bending tape . 45 mm Aluminum frame with 12mm Frost Glass partition , CPU Trolley with locking arrangement & Key Board Tray, Mobile Drawer Unit (400X450X750) (2 D+1F) All the board , fitting and hardware should be from ACTION TESA, HATTICH, REHU or equivalent. | 12 | | |
| 2 | Supply, Installation and Commissioning of Almiraha for Keeping Files (Size 1950X915 X 450) mm with 16 mm thick board and 2 mm Rehu H Bending.and wih equal FIVE Self (approx. 15 inch) All the board , fitting and hardware should be from ACTION TESA, HATTICH, REHU or equivalent. | 6 | | |
| 3 | Mobile Printer Table with Drawer Unit (600X600X750)(2D+1F) movable | 2 | | |
| 4 | Medium Back Chair, Plastic Back Support with Net Fabric Seat , 40 density Spring well Foam, Plastic Handle, Nylon Base, Nylon Wheels , Hydraulic Lift, Push Back Tilting Mechanism 2 year Warranty for Furniture Parts & Free full Replacement of Chairs. | 12 | | |
| TOTAL | | | | |
| GST | | | | |
| GRAND TOTAL | | | | |

BOQ “B” Renovation/Computer Lab -

| S.No. | Description | Qty. | Unit Price in Rs | Total in Rs |
|-------|--|------|------------------|-------------|
| | Supply, Installation and Commissioning of CIVIL & WIRING WORK- a) Repairing / Replacing where ever required & Cleaning (including Glass etc.). Supply & application of White wash with Putty, Primer and, Tractor Emulsion & Enamel Paint on all the Door/Chokhat, Window available in the LAB room. Repairing /Replacing (if require) of False Ceiling. Dumping of Malwa (Debris) in the proper place. b) Making Trenching on the floor/Wall for providing Electrical, Network, Intercom connections for12 Work Station and all Electrical connection within Computer LAB as per marking given by Furniture Contracture/Icsil Official.. In this process Tiles has to be cut and replaced c) All the existing and new wiring should be concealed. d) Switches /Regulator, Plates should be replaced with new one (Brand-Philips/Anchor/Havells or equivalent). e) Fitting of 16 Surface / Concealed (1’X1’) 24 watt LED light with switch etc (Brand-Philips/Anchor/Havells or equivalent). f) Properly Refitting of existing Fan and wiring if required. g) Supply and Installation of Blinds (3 no.) i) Net work Wiring –Vendor will provide all the materials such as IO Box , Connectors etc should be D-Link or equivalent with CAT 6 Cable in order to have network connection from Switch (installed in the room itself) to Work Station in Hall (W/s 12 no. + 2 No for Printer + 1 no Xerox M/s. | LS | | |

| | | | |
|--|--|--|--|
| <p>ii) Electrical Wiring– Vendor will provide Electrical Power using Cable, Switches, wire etc of Havel’s/Anchor or equivalent for all the 12 work station &. 2 no Printers., Xerox M/s and General Light / Fan available in the hall. Old Switch, Plate, Regulator is to replaced with Modular Switch. Each Work station will have (3no. 5Amp Sockets with Switch for Computer uses and 2no.5 Amp Socket with Switch for 2no Printers. These new wiring should have independent Circuit Breaker and Box . AC wiring and any other existing wiring has to be concealed in the room. iii) Intercom Wiring- Vendor will provide the intercom connection from Epabx (Installed in the Room itself) to 12 work station Network connection from the Epabx (already in operation) to Work Station . MDF and exposed cable below Epabx and Network switch has to be covered suitably. Loose intercom wiring need to be nicely laid and punched in Krone & Test .Vendor will provide New Krone with Box for at least 60 pair punching facilities. All the connection mentioned above should be completed and operational in all respect for operator’s use. Trenching in order to concealing of wire will be carried out by Vendor in accordance with marking given by modular in order to complete end to end wiring and testing etc. Shifting & Resifting of all the items such as (Work Station, Almiraha, Files etc) to suitable place in the ICSIL Building. And Vendor will provide the complete Temporary work Station, so that day to day’s work does not suffer.</p> | | | |
| TOTAL | | | |
| GST | | | |
| GRAND TOTAL | | | |

1. The Bidder is required to quote as per above Format (Section 5)
2. Lowest Bidder will be decided on the basis of Quoted rates +Taxes i.e GRAND TOTAL of BOQ “A”+ BOQ “B”
3. In order to have better understanding of complete work, Vendor may visit the site AND FOLLOW THE SCOPE OF WORK & Format of Financial bid before submitting the bid

Signatures: - : _____

Name of the Person. : _____

Organization : _____

Address : _____

Seal of the Organization : _____

- END OF SECTION 5 -

SECTION – 6

Scope of Work

Furniture / Renovation-

- a) There will be 12 Work Station as given in drawing. Each Work Station shall have three 5-6 Amps power sockets with individual Switches, one Network Point for Computer and one intercom point. Fitted in separate IO Boxes etc. All the Wiring (Net work, Power and intercom) should be completed end to end. For carrying out the wiring, floor tiles may be required to cut for making channel for cable.
Cable ducting etc for laying of cable where ever required for modular wiring are to be marked in coordination with ICSIL Official. After renovation work and repairing of trench etc, no new trenching should be done so cable planning should be very accurate. Proper cables (power, network and intercom) supply, laying in cable trench, lay out is the responsibly of Modular supplier along with end to end working of system.
Same may be replaced with new one. Channel should be such that cable may be replaced in case of maintenance etc.
- b) Vendor will provide the proper wiring with all materials required for Computer Network and Power for Computer of the given room for 12 Work Station with three spare Network connections for 2 Printer along + Photocopy M/s with 5-6 Amp power socket with switches within the room, which will be decided at the time of execution. Two 15 Amp Socket with Switches also will be required for vacuum Cleaner etc equipment. In the room.
- c) All the wiring should be concealed and properly marked and easily accessible for Fault finding and rectification.
- d) Now the Existing system is fully functional with D-Link Switches with existing Network, and require to be replaced with the new Network along with Power connection and smooth Transfer from exiting Network & Power to New Network System is the responsibility of Vendor. Transfer of Computer network and Power from existing to new one should be completed within 7 days. If needed, existing wiring in the room may also be required for rearrangement. Vendor may be required to provide Temporary arrangement so that ongoing work is not hampered.
- e) In case of breakdown Vendor shall repair immediately within reasonable time period. Or ICSIL has the right to get the work done at the risk and cost of vendor..
- f) Materials use for Civil work such as White wash, Paint etc should be Asian Paint or equivalent. While execution site should be always clean.

Note- In order to have better understanding of complete work, Vendor may visit the site before submitting the bid.

Flow Chart of the above Work are to be completed in 4 Stages as follow-

Stage I –Temporarily Shifting of all the computers & Printers and files etc in the suitable place (within Building) as directed by ICSIL Official, and making Temporary operational. With the help of D-Link Switch, Power etc which are already working in the LAB so that current Operation are not hampered. Time period – Maximum Two days (Saturday, Sunday) . All the materials required for Temporary work of station shall be provided by Vendor and can be taken when new work Station is operational. Removing of old Furniture and keeping the same at the roof top of the Building or in convenient place of the Building.

Stage II – Preparation of Room –such as Concealing and arranging of existing/New wiring, Split AC(Qty Two) pipes and Wires, CCTV wiring through conduit etc .along with Cleaning & repairing of False Ceiling , Doors ,Windows and using wall Putty etc for leveling before use of acrylic paint for wall and enamel paint for door and windows in order to get best look and long lasting of paint work etc.

Stage-III – Mean while Vendor has to start manufacturing Modular, Chairs etc, so that modular can be placed immediately after Stage – II work, and can start the new wiring, which will help us to make the work station available for operation.

Stage IV- Resifting of computers, files etc in consultations with user and making the system operational – preferred day is Saturday and Sunday Maximum Two days.

Total Time period for Completing and making operational is 50 Days. Working days.

Note – After complete wiring vendor has to support free of cost for rectification of wiring fault which has been attended by vendor. This support shall be for at least 2 month from the date of commissioning. Vendor will provide the complete Warning diagram to ICSIL Official.

Note- In order to have better understanding of complete work, Vendor may visit the site before submitting the bid.

- END OF SECTION 6 -

SECTION – 7

PERFORMANCE SECURITY FORMAT

Guarantee No. _____
Amount of Guarantee Rs. _____
Guarantee cover from (Name of Bank) _____
Last date for lodgment of claim(s) _____
B.G. in No. of pages including this page _____

THIS DEED OF GUARANTEE made this _____ day of _____ 2022 by _____ having one of its Branch at _____ acting through its Manager (hereinafter called 'The Bank' which expression shall whenever the context so requires include its successors and permitted assigns) in favour of M/s Intelligent Communication Systems India Ltd. (A joint Venture of TCIL-A Govt. of India Enterprise & DSIIDC –An Undertaking of Delhi Govt.) registered under the Company's act 1956, having its office at ICSIL Administrative Building, 1st Floor, above post office, Okhla Industrial Estate, Phase-III, New Delhi -110020. (Hereinafter called the ICSIL) which expression shall include its successors and assigns?

WHEREAS ICSIL has entered into an agreement/agreements with M/s _____ having its Office at _____ (hereinafter called the "Contractor" which expression shall includes its successors, executors and permitted assigns) for _____ awarded to Contractor against Tender No. _____.

AND WHEREAS in accordance with the terms of the said contract the contractor has agreed to furnish an irrevocable and unconditional Bank Guarantee for Rs. _____ (Rupees _____ only) for due performance of this contract awarded to the contractor.

*AND WHEREAS THE BANK at the request of the contractor has agreed to give this guarantee.
NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS FOLLOWS:*

- 1. We the bank hereby irrevocably and unconditionally guarantee that the contractor will duly comply with his obligation during the guarantee period in accordance with the said contract agreement and the general terms and conditions forming part of the work agreement, failing which the bank undertake to pay ICSIL on demand and without demur, such amount or amounts as the bank may be called upon to pay not exceeding a sum of Rs. _____ (Rupees _____ only) on invocation of this guarantee. Any claim made by ICSIL on us within the sanctioned guarantee amount shall be final and binding on us.*
- 2. Notwithstanding anything contained hereinbefore, the liability of this bank in respect of this guarantees is restricted to Rs. _____ (Rupees _____) only and shall remain in force till _____ unless an action/claim is made on us in writing within 90 days from this date i.e. up to _____ all rights under the said guarantee will be forfeited and we shall be relieved and discharged from all liabilities hereunder.*

IN WITNESS WHEREOF THE BANK HAS SUBSCRIBED AND SET ITS NAME AND SEAL HEREUNTO.

DATE :-
Name
Address

- END OF SECTION 7 -

SECTION-8
BID SUBMISSION FORM

Offer No.: _____

Date: _____

To

Manager ()

M/s Intelligent Communication System India Ltd.,

Administrative Building, Above Post Office,

Okhla Phase-III

New Delhi – 110 020 (INDIA)

Dear Sir,

In response to your Tender No. ICSIL/02/53/Renovation of Lab (Second Floor) ICSIL/Vol.-I/2022-23 , dated 17.08.2022 for Supply & Installation of Modular Office Furniture for ICSIL

1. Bidder Name : _____

2. Website Address : _____

3. Email Address : _____

4. Address for Communication : _____

5. Telephone Number : _____

6. Fax/Telefax Number : _____

7. Authorised Person - Name : _____

Designation : _____

Mobile No. : _____

Email ID : _____

8. Alternate Person - Name : _____

Designation : _____

Mobile No. : _____

Email ID : _____

9. PAN Number : _____

10. TIN Number : _____

State : _____

11. Service Tax Regn. No. : _____

12. ECC Number : _____

13. Beneficiary's complete Bank Details in case payment through LC is approved.

Bank Account No. : _____

IFSC / NEFT Code : _____

Name of the Bank : _____

Address of the Branch : _____

14. Particulars of EMD

Amount : Rs. _____

Mode of Payment (DD/BG) : _____

DD/BG No. : _____

Date : _____

Name of the Bank : _____

Address of the Bank : _____

Validity of BG : _____

15. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

| Year | Annual Report attached at Page No. | Turnover in Rs. (Lakh) |
|-------------------------|---|-------------------------------|
| 2018-2019 | | |
| 2019-2020 | | |
| 2020-2021 | | |
| Average Turnover | | |

16. Details of similar work / order executed during last 4 years (Please submit copy of completion certificate from the client.

| Details of the Work/Order Executed with Reference No. & Date | Value of Work/Order Executed | Name of the Client | Start Date | Finish Date | Doc. Evidence at Page No. |
|--|------------------------------|--------------------|------------|-------------|---------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

17. Following Documents are submitted to substantiate other eligibility criteria.

Copies of the Purchaser Orders/Release Orders (showing value of the work done) should be provided along with the bid, as compliance to this clause.

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply to all Terms & Conditions of your Tender.

(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)

- 2) We certify that the information mentioned above are true and correct to best of our knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.\
- 4) This offer contains _____ No. of pages including all Annexures and Enclosures.

Place: Signature of Authorised Signatory

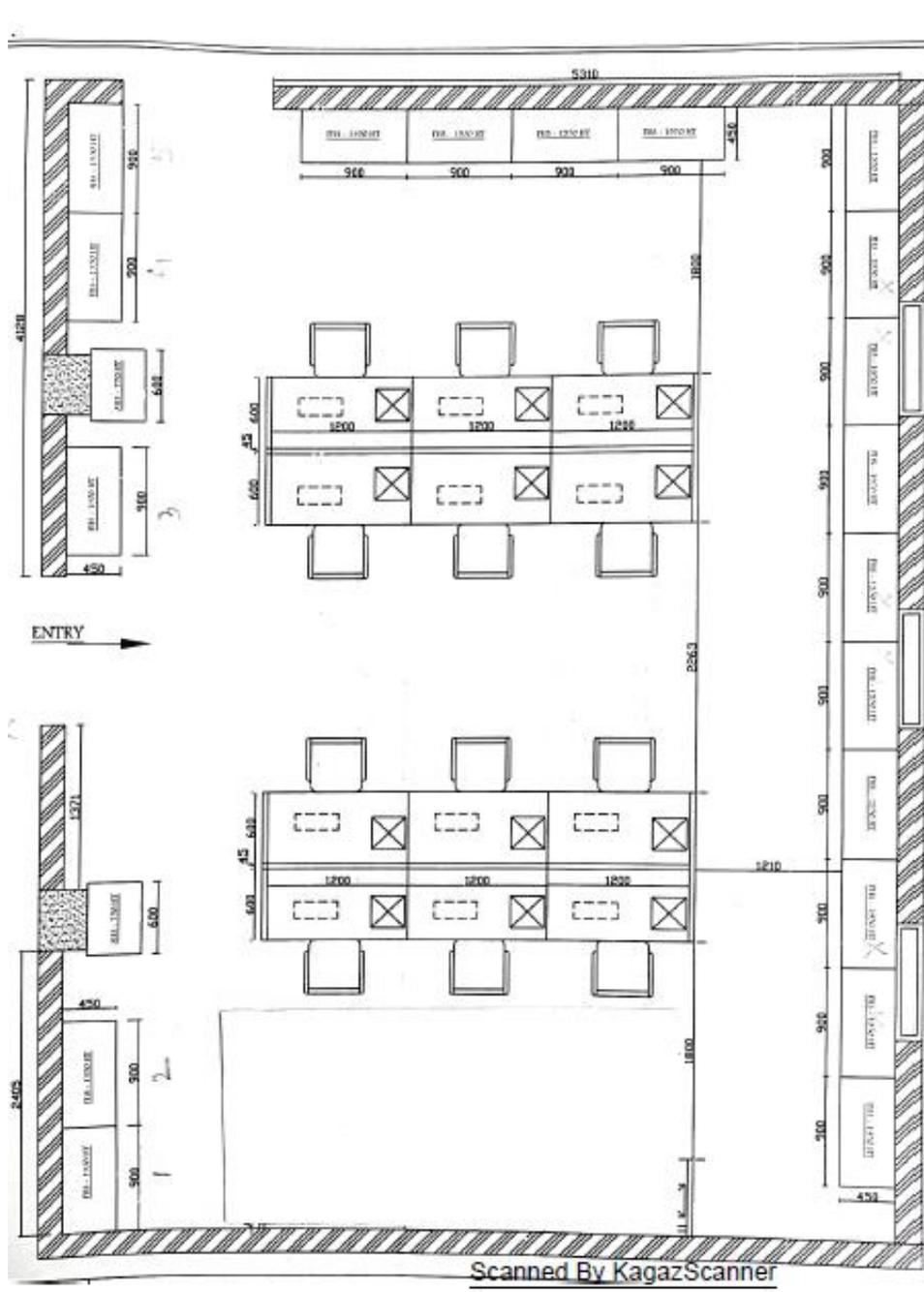
Date: Name:

Designation:

Seal:

- END OF SECTION 8-

Layout Plan LAB (Second Floor)



Note:- Layout Diagram quantity is tentative actual quantity of Workstation & Almira is as per BOQ(Section 5)

UNDERTAKING OF NOT BEING BANNED / DELISTED.

We confirm that we M/s have not been blacklisted ever in the past or debarred ever in the past (suspended, on a holiday period, contract terminated prematurely for failure to comply with Terms & Conditions, EMD or Security Deposit forfeited or adjusted against any damages or compensation payable) by any PSU Central /State Ministry/ Autonomous Bodies under Central/ State Ministries or any other government body.

We also confirm that the content of the Bidding Document including Corrigendum / Addendum (if any) have not been altered or modified.

(SEAL AND SIGNATURE OF Authorized Signatory)