

Intelligent Communication Systems India Ltd.

(ICSIL)

**(Joint Venture of TCIL – A Govt. of India Enterprise & DSIIDC –
An Undertaking of Delhi Govt.)**

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<https://govtprocurement.delhi.gov.in>

REQUEST FOR QUOTATION (RFQ)

for

SUPPLY, INSTALLATION & COMMISSIONING OF

SQL Server Standard 2012 and MS SQL CAL 2012

Ref. No. :- ICSIL/03/SQL SERVER STANDARD 2012 & MS SQL CAL 2012 /16-17

Date: 18-11-2016

Closing Date & Time of Proposal Submission 25-11-2016 at 03.00 PM

INDEX

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE No.</u>
1.	Notice Inviting Request for Quotation	3
2	Introduction & Project overview	4
3	Eligibility & Evaluation Criteria	5
4.	Instructions to Applicant Company	8
5.	Scope of Work/ Bill of Quantities	18
6.	General (Commercial) Conditions of the Contract	19
7	Annexure	27

SECTION I

Ref.:- ICSIL/03/SQL SERVER STANDARD 2012 & MS SQL CAL 2012/16-17

Dated: 18-11-2016

INVITATION FOR REQUEST FOR QUOTATION

1. Key events and Dates

Name of the Project Work	SUPPLY, INSTALLATION & COMMISSIONING OF SQL Server Standard and MS SQL CAL
Ref No Date	ICSIL/03/SQL SERVER STANDARD 2012 & MS SQL CAL 2012 /16-17
Availability of RFQ document	Delhi Govt. E-Tender Portal https://govtprocurement.delhi.gov.in and website of ICSIL i.e www.icsil.in
Earnest Money Deposit	Rs.50,000/- (Rupees Fifty Thousands only in the form of Demand Draft / Bankers's Cheque in favor of "Intelligent Communication Systems India Ltd," New Delhi
Date of issue of RFQ documents	18-11-2016
Nature of Bid	TWO (2) Bid system (Technical Bid and Financial Bid)
Type of Tender	Open Tender
Contact Person for seeking clarifications through e-mail with last date & time	Kapil Gupta Project Coordinator 23-11-2016 by 5.00 PM
Email id for clarifications	Kapil.gupta@icsil.in , software@icsil.in
Last date and time for submission of Proposal	25 th Nov 2016 at 3.00 PM
Date and Time of opening of RFQ	25 th Nov 2016 at 3.30 PM
Date and time of opening of Financial Bid	To be inform later on

SECTION 2

INTRODUCTION AND PROJECT OVERVIEW

- 1.1 Intelligent Communication Systems India Ltd. (ICSIL) is a joint venture of Telecommunication Consultants India Ltd. (TCIL), a govt. of India enterprise, under Ministry of Communications & IT and Delhi State Industrial and Infrastructure Development Corporation (DSIIDC), an undertaking of Delhi government. From 1987, the year of its inception, it has provided exemplary service in the IT sector, specializing in providing complete solutions in computerization, networking and telecommunication. With a well-focused vision and a global mission, ICSIL look at greener pastures across the globe.
- 1.2 ICSIL invites online offer to be submitted on Delhi Govt. E Procurement Portal from the bidders in Two Bid System i.e Technical & Commercial for Supply, Installation & Commissioning of SQL SERVER STANDARD & MS SQL CAL in the Department of Govt of NCT Delhi as per specifications mentioned herein the Tender documents for our Clients. The supplies should be strictly as per the specification and quantities given in the supply order as per the actual requirements of the Client Department.
- 1.3 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the ICSIL. Any notification of preferred bidder status by ICSIL shall not give rise to any enforceable rights by the Bidder. ICSIL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of ICSIL.
- 1.4 This RFQ supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- 1.5 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.

SECTION 3

ELIGIBILITY AND EVALUATION CRITERIA

3.1 ELIGIBILITY CRITERIA:

- 3.1.1 The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/Autonomous bodies or any other venture not covered above and in similar business for the last three years as on 31st March 2016. Consortium of companies/firms etc. is not allowed to apply for empanelment. (Copy of valid Certificate of Incorporation or firms' registration attested by Company Secretary/ Authorized Signatory)
- 3.1.2 The applicant should have valid Service Tax and VAT Registration in its name (attach copy of registration)
- 3.1.3 The applicant should have Income Tax PAN in its name {Attach copy}
- 3.1.4 A self-certificate that the Company has not been black listed by any department/autonomous body/PSU of the Central/State Government in the past three years as on last date of submission of the RFQ (submit as per Annexure 5)
- 3.1.5 Average Annual Turnover of the bidder should be Rs. 50 lakhs for the year 2013-14., 2014-15 & 2015-16 from similar Work. (Attach copies of Audited balance sheet)
- 3.1.6 Bidder should be an ISO 9001:2008 or higher level certified Company
- 3.1.7 Only the Original Equipment Manufacturer (OEM) / OEM authorized business partner is allowed to bid as mentioned in the RFQ Document. The specific authorization letter (MAF) from Principal/s, clearly indicating that the bidder is competent to sell & provide services for the items mentioned in the Scope of Supply.

3.1.8 Experience of having completed similar works/supplies during the last 2 (TWO) years ending September 2016

a) Atleast 2 (Two) work/supplies for which total value of Rs 21 Lacs

b) Atleast 1 (One) work/supplies for a value not less than 21 Lacs

Note 1- Similar works/supplies means supply, installation and commissioning of software

Note 2- Bidder should provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

3.2 Evaluation Criteria

3.2.1 First Step -Opening of Envelope Containing EMD. The Committee will first verify that the Bank Draft/BG for Bid Security is in order and as per requirement of the bid.

3.2.2 Second Step – Opening of Technical Bid & their evaluation.

3.2.2.1 ICSIL will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders

3.2.2.2 All offers received in response to this tender enquiry will be evaluated by the Committee initially based on the eligibility criteria.. After evaluation of first stage of technical bids by committee, the bidders, who meet the requisite criteria, will be short-listed.

3.2.2.3 When deemed necessary, ICSIL may seek clarifications on any aspect of their bid from the vendor. However, that would not entitle the vendor to change or cause any change in the substance of the tender submitted. This would also not mean that their proposal quote has been accepted.

3.2.2.4 The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFQ shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee

3.2.3 Third Step – Opening of Financial Bid of Technically Eligible Bidder

3.2.3.1 Commercial bids of only those bidders will be opened, whose technical bid was found satisfactory Such commercial bids will be

opened by the Committee in presence of the Bidders' representatives, who choose to attend can do so, at the given time, date and venue. The bidders' representatives, who participate in the opening process, shall sign a document evidencing their attendance.

3.2.3.2 It is reiterated that the ICSIL is selecting vendors for installing Software at its Clients site, The Cost of **Software** including license, software, installation & commissioning charges quoted by vendors, will be the deciding factor to determine L-1. The bidder, quoting the lowest composite rate for **Software** & installation charges, will be declared as L-1 bidder and others L2, L3, L4...and so on will be decided.

3.2.4 AWARD CRITERIA

L1 is the bidder with the least composite financial offer will be awarded the tender for **Software**

3.2.5 VALIDITY OF PROPOSAL:-The proposal is valid for a period of six months (i.e.180 days) from the date of submission of bid and rates finalized with this tender process will be valid till the validity period of the contract with the agency. The ICSIL may seek confirmation of the bidder for the extension of validity beyond validity period.

SECTION 4

Ref. No. ICSIL/03/SQL SERVER STANDARD 2012 & MS SQL CAL 2012/16-17

Date:-18-11-2016

INSTRUCTIONS TO BIDDER

4.1 The bidder shall bear all costs associated with the preparation and submission of the RFQ. The ICSIL in any case will not be responsible or liable for these costs

4.2 The bidder is advised to study the RFQ Document carefully. Submission of the RFQ shall be deemed to have been done after carefully studying and examination of all instructions, eligibility criterion, terms and requirement specifications contained in the RFQ document with full understanding of its implications. Failure to furnish all information required in the RFQ Document in all respects will be at the company's risk and may result in the rejection of the RFQ

4.3 RFQ DOCUMENTS

4.3.1 RFQ Documents includes:-

Section 1 Invitation for Request for Quotation

Section 2 Introduction and overview of the project

Section 3 Eligibility and Evaluation Criteria

Section 4 Instructions to agencies

Section 5 Scope of Work

Section 6 General (Commercial) Conditions of the Contract

Section 7 Annexures

4.3.2 Any clarification or communications obtained from the ICSIL.

4.4 AMENDMENT TO RFQ DOCUMENTS

4.4.1 At any time the ICSIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective company, modify the RFQ documents by amendments.

4.4.2 The amendments/Corrigendum will be notified on ICSIL Website and these amendments will be binding on them. Applicants are advised to visit ICSIL Website regularly for updates on RFQ.

4.5 EXTENSION OF TIME

In order to give bidder required time in which to take the amendments into action in preparing their RFQ, the ICSIL may at its discretion extend the deadline for submission of RFQ suitably.

4.6 ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of RFQ documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

4.7 EARNEST MONEY DEPOSIT

4.7.1 The bidder shall submit EMD of Rs. 50,000/- (Rupees Fifty Thousand only) in the form Demand Draft or Pay Order from a Scheduled Bank in favour of M/s Intelligent Communications System India Ltd., payable at New Delhi.

4.7.2 The EMD of the unsuccessful bidder should be discharged/ returned as promptly as possible.

4.7.4 The successful bidder's EMD should be discharged upon the Company's submission of the Performance Guarantee.

4.7.5 No interest is payable on EMD.

- 4.7.6 In case of inadequacy or non-submission of prescribed EMD, the RFQ shall be deemed to be disqualified and shall be summarily rejected in the evaluation.
- 4.7.7 If the company fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the ICSIL to forfeit either in whole or in part, the Performance Guarantee /Security deposit furnished by the company.
- 4.8 ICSIL will not be responsible for any delay on the part of the company in obtaining the terms and conditions of the RFQ notice or submission of the RFQ
- 4.9 Any attempt by bidder to bring pressure towards ICSIL's decision making process, such bidder shall be disqualified for participation in the present RFQ and those bidder may be liable to be debarred from bidding for ICSIL tenders in future for a period of three years.
- 4.10 Upon verification, evaluation / assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total RFQ can be summarily rejected and no correspondence on the same shall be entertained.
- 4.11 ICSIL will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this RFQ.
- 4.12 The bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 4.13 All disputes in this connection shall be settled in Delhi jurisdiction only.
- 4.14 ICSIL reserves the right to cancel this RFQ or modify the requirement without assigning any reasons. ICSIL will not be under obligation to give clarifications for doing the aforementioned.
- 4.15 A RFQ determined as substantially non-responsive shall be rejected by the ICSIL.
- 4.16 The ICSIL may waive any minor infirmity or non-conformity or irregularity in the RFQ which does not constitute a material deviation.

4.17 The ICSIL shall evaluate in detail and compare the RFQ which are substantially responsive.

4.18 **POST RFQ CLARIFICATIONS**

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

4.19 Authentication of Bid: The RFQ along with all annexure /document shall be signed by a person duly authorized to bind the organization to the Contract. The person or persons signing the RFQ Document shall sign all pages of the RFQ Document, including pages where entries or amendments have been made.

4.20 **INSTRUCTIONS REGARDING ONLINE SUBMISSION OF RFQ**

Participation in this RFQ shall be through online submission only. The following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the E-procurement portal of Govt. of NCT of Delhi.

4.20.1 **Preparation & Submission of RFQs:**

Detailed tender documents may be downloaded from e- tender portal of Govt. Of Delhi <http://www.govtprocurement.delhi.gov.in> as per Tender Notification and tender is to be submitted online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e- tendering system is also available on e- tender portal of <http://www.govtprocurement.delhi.gov.in>.

4.20.2 On-Line Submission

The On Line Submission will have the following activities:

- i) Submission of particulars of EMD
- ii) Submission of Eligibility Part
- iii) Financial Bid

Technical Bid must contain the signed & scanned copy which is required to be submitted as per requirement of RFQ and the list of documents is as under:-

1. Company Profile of the bidder as per Annexure 1
2. Copy of Certificate of Incorporation or Firms' certificate
3. Copy of registration of Service Tax / VAT / Income Tax PAN number
4. Copies of Balance Sheet of bidder certified by CA
5. Self-certificate regarding blacklisting of the company as per Format on Annexure 5
6. Copy of supply order as per Annexure 4
7. Manufacturers Authorisation Form (MAF) from OEM
8. Technical Specification Compliance Sheet as per **Annexure 6**

4.20.3 **Offline Submissions:** The Company is requested to submit the following documents offline (i.e. physically) either in the Tender Box kept at the Reception , ICSIL, Ground Floor, Okhla Phase –III,(Near Post Office) New Delhi-110 020 or by post to reach before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the RFQ No. & Description and the words 'DO NOT OPEN BEFORE' (due date & time):

- 1, Earnest Money Deposit (EMD) in original for prescribed amount by Demand Draft /Banker's Cheque in favour of "Intelligent Communications Systems India Ltd." from a scheduled bank from its branch at Delhi/New Delhi.
2. Manufacturers Authorisation Form (MAF) in original along with authorisation letter in favour of signatory of MAF.
3. Letter for Submission of tender as per Annexure 3 and signed & stamped copy of T&C of RFQ
4. Furnished hard copies of scanned documents submitted online along with applicant company's brochures/ literature, or any other additional

information to substantiate the applicant capability, only for reference purpose.

5. Technical Documentation (Product Brochures and leaflets). The model number and make of the product quoted along with printed literature describing the specification, configuration and functionality.

4.20.4 **Completeness of Offer:** - Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the Technical Detail Form using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Purchaser may treat offers not adhering to these guidelines as non acceptable. Similarly, Financial Bid accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation before sales", etc. will be treated as being at variance and shall be liable for rejection.

4.20.5 The bidder should clearly indicate in his tender in the remarks column, deviations, if any, from the commercial, technical and general clauses of this Specification. In case the deviations from any of the tender specification clauses are not mentioned in the tender, it will be presumed that these clauses are acceptable to the bidder in toto and shall be binding on him in the event of an order being placed on him

4.20.6 **Modification/ Substitution/ Withdrawal of RFQs:**

4.20.6.1.1 The Company may modify, substitute or withdraw its e- RFQ after submission prior to the RFQ Due Date No RFQ shall be modified, substituted or withdrawn by the Company on or after the RFQ Due Date.

4.20.6.1.2 Any alteration/ modification in the RFQ or additional information supplied subsequently to the RFQ Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

4.20.6.1.3 For modification of e- RFQ, Company has to detach its old RFQ from e- tendering portal and upload/ resubmit digitally signed modified RFQ.

4.20.6.1.4 For withdrawal of RFQ, Company has to click on withdrawal icon at e-tendering portal and can withdraw its e- RFQ.

4.20.6.1.5 Before withdrawal of a RFQ, it may specifically be noted that after withdrawal of a RFQ for any reason, Company cannot re- submit e- RFQ again.

4.21 **DELIVERY SCHEDULE**

The vendor has to complete the supply, installation and commissioning of Software within a period of 5 days or specified in the LOI/PO whichever is earlier, effective from the date of work order of the ICSIL

4.22 **Warranty**

The bid of the vendors will include comprehensive on-site warranty, for a minimum of 1 year period starting from the date of commissioning along with OEM warranty. Vendor shall be fully responsible for the manufacturer's warranty in respect of proper installation and commissioning, **upgradation of higher version at free of cost.**

4.23 **Support**

- a) The vendor is required to provide sound-service after-installation and commissioning of the system by arranging timely attending of calls (within 24 hour) received from the Client/ICSIL where the items has been installed & commissioned; and problem rectification through competent service engineers. The desired support line should be uniformly maintained at all the sites. To ensure timely rectification of the complaints, the vendor has to maintain sufficient inventory of spare parts/itemss at all the support centers to avoid unnecessary delay in obtaining the spare parts/itemss. The vendor must supply the details of its service/support infrastructure meant for registering the complaints along with the contact numbers like mobile nos., phone nos., electronic mail addresses and names etc. of its service engineers The items/itemss/items must be offered in full as per ordered configuration for acceptance. No items/items with short supply or with lower technical specifications shall be accepted.
- b) ICSIL, may if desire, conduct pre-delivery inspection of the items/items being supplied. The offered items, in addition to meeting the performance results as per evaluation tests, should also contain the same subsystem as approved by ICSIL. Failure to fulfil any of the above-mentioned conditions will entail cancellation of the Work Order along with forfeiture of the EMD/Security Deposit.
- c) In case of any item is reaching 'end of life' and if the vendor wants to offer a new item/model of same make and same or higher specifications, which was not offered for evaluation, the same needs to be offered to ICSIL for evaluation with full configuration at the same rate only. The vendor should provide detailed technical documents and technical man power support so as to enable ICSIL to carry out the project, if required. The decision taken by ICSIL will be final and binding on the vendor.
- d) The item shall be installed within 2 working days from the date of delivery of item. In case of delay in installation of the item beyond 2 working days, a penalty @ Rs. 100/- per day subject to a maximum of 2% (Two percent) of the work order value may be imposed by ICSIL. Thereafter, ICSIL holds the option to get the procured item installed through alternate sources at the risk and cost of the defaulting vendor. If delivered item is found to be non operational, vendor will replace the item with new one at their own cost and risk within one week. Vendor will not be responsible for any delay in installation in case of issues such as End customer Site

is not ready or any other issue where Vendor is not directly responsible. In such cases no penalty should be imposed.

- e) A sticker mentioning the service support call centre number of the vendor should be pasted on each supplied item.
- f) It shall be the exclusive responsibility of the vendors supplying the items to provide appropriate device drivers and solutions for these system software platforms.

4.24 Failure

If, during the warranty period, the software fails to function properly four or more times during a quarter due to any reason except Force Majeure event, the vendor shall arrange replacement of the same by new licence/ or upgrade the license of same or higher configuration, at no extra cost to the ICSIL's Client.

4.25 LIQUIDATED DAMAGES FOR DELAY IN SUPPLY, INSTALLATION & COMMISSIONING

The vendor has to complete the Supply, installation and commissioning of Software within a period of 5 days, or a period as per LOI/PO, effective from the date of work order of the ICSIL. However, if the vendor commits delay in supply, installation and commissioning, within the said 5 days period, the vendor will be liable to pay a sum of 0.5% (half percent) of the total cost of undelivered/uninstalled/un-commissioned items per site for each week of delay beyond the scheduled installation date by way of liquidated damages without prejudice to its other remedies under the Contract. Subject to a maximum limit of 10 percent of the stipulated price of the stores so undelivered/uninstalled/un-commissioned.

4.28 PENALTY FOR LACK OF SERVICE SUPPORT

ICSIL expects proper service support during warranty and post warranty period. The system/itemss should be set right within 24 hours of reporting the complaint. In case the system /items is down for more than 2 working days and no substitute is provided by the vendor, a penalty of Rs. 150.00 per day may be charged, from the 3rd day of complaint to the maximum of Rs. 3000.00 per case. Such penalty may be recovered from the amount payable to the vendor. In case fault in items or in system not set right within 30 days from the date of complaint than ICSIL/Client may get it repaired or replaced to make it functional from any other agency at the cost and liability

SECTION -5

SCOPE OF WORK

A. SCOPE OF THE WORK

Supply, Installation and Commissioning of Software at Single location of NCT of Delhi. The vendors are also responsible for its operation and keep it functional all the time during the warranty period of One year and upgradation of higher version at free of cost.

B. TECHNICAL SPECIFICATIONS

As per Annexure:-6

SECTION - 6

Ref ICSIL/03/SQL SERVER STANDARD 2012 & MS SQL CAL 2012/16-17

Date:-18-11-2016

GENERAL TERMS & CONDITIONS

5.1 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.

5.2 PAYMENT TERMS

5.2.1 Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment

5.2.2 Bill for release of payment should be submitted in triplicate along with duly acknowledged delivery challan & satisfactory installation of items report from the client department for the work order for which the bill is being raised.

5.2.3 80% on supply and installation of the software

20% on commissioning and satisfactory installation report from the client on back to back basis, subject to receive of payment from the client.

5.3 Indemnity:

The Supplier shall indemnify the ICSIL/User departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. ICSIL/User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. ICSIL/User department also stand indemnified from any

compensation arising out of accidental loss of life or injury sustained by the vendor's manpower while discharging their duty towards fulfilment of the purchase orders.

5.4 PERFORMANCE SECURITY

- 5.4.1 Within 2 (two) days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Security in the form of a Bank Guarantee for an amount equivalent to 10% of the contract/P.O value issued by a Scheduled Bank from its branch in Delhi in the prescribed format given in this tender.
- 5.4.2 The proceeds of the Performance Security shall be payable to ICSIL as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
- 5.4.3 The Performance Bond will be discharged by ICSIL after 90 days of completion of the Supplier's obligations including any warranty obligations under the contract.

5.5 RIGHT TO TERMINATE THE PROCESS

- a) ICSIL may terminate the RFQ process at any time and without assigning any reason. ICSIL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFQ does not constitute an offer by ICSIL. The bidder's participation in this process may result ICSIL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by ICSIL to execute a contract or to continue negotiations. ICSIL may terminate negotiations at any time without assigning any reason

5.6 ARBITRATION

ICSIL and Vendor will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by

the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the Chairman, ICSIL, New Delhi and the award of the arbitration, as the case may be, will be final and binding on both the parties. Such arbitration will be governed in all respect by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi only, wherein appropriate Appellate Authority shall also be the Hon'ble High Court of Delhi at New Delhi.

5.7 CANCELLATION OF CONTRACT AND COMPENSATION

ICSIL on behalf of Client reserves the right to cancel the contract and recover expenditure incurred by ICSIL on the following circumstances:

- a) The Vendor commits a breach of any of the terms and conditions of the contract.
- b) The Vendor goes into liquidation voluntarily or otherwise.
- c) The progress regarding execution of the contract, made by the Vendor is found to be unsatisfactory.
- d) After the award of the contract, if the Vendor does not perform satisfactorily or delays execution of the contract, ICSIL reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Vendor is bound to bear the additional expenditure, which ICSIL may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- e) ICSIL reserves the right to recover any dues payable by the Vendor from any amount outstanding to the credit of the Vendor, including the pending bills and/or the amount of security deposit, if any, under this contract or any other contract/order.
- f) ICSIL shall be entitled and it shall be lawful on Vendor's part to forfeit the amount of Security deposit in whole or in part in the event of any default, failure or neglect on part of the vendor in fulfilment or performance of the contract under reference in all respects satisfaction of Client. ICSIL shall be entitled to deduct from the amount of Security deposit any loss or damage

which ICSIL may suffer or be put by any reason of or due to any act or other default recoverable by ICSIL from the contract. The losses recoverable by ICSIL from the Security deposit shall include all losses incurred by ICSIL during the period of engagement on account of failure of Vendor to carry out responsibilities or delay in doing so by the vendor as per stipulations of the contract.

- g) The Security deposit will be returned to the vendor without any interest on performance and completion of the contract.

5.8 NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and ICSIL until execution of a contractual agreement.

5.9 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 fulfil their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

5.10 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.

5.11 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.

5.12 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.

5.13 CORRUPT OR FRAUDULENT PRACTICES

The Purchaser requires that the Bidders under this tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- 1 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the RC, procurement process or in contract execution;
- 2 In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- 3 "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
- 4 The Purchaser will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
- 5 The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

5.14 Miscellaneous.

- 5.14.1 **Patent Rights of the Goods:** The empanelled vendor shall indemnify the ICSIL & its client against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.
- 5.14.2 **Third Party Claims:** Empanelled vendor (the "Indemnifying Party") undertakes to indemnify the client (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible.
- 5.14.3 **Limitation of Liability:** There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property as also intangible personal property and intellectual property rights.

5.14.4 Data Protection:

- a. In the course of providing the Services the empanelled vendor may be compiling, processing and storing proprietary Project Data relating to the users. The empanelled vendor and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data
- b. The empanelled vendor is required to perform or adhere to only those security measures concerning the Project Data which were in place.
- c. The empanelled vendor shall not transfer any Project Data unless otherwise authorized by the client in this regard.

5.14.5 Confidentiality:

5.14.5.1 All such information which are marked as confidential shall be treated as confidential information.

5.14.5.2 The client may permit the empanelled vendor to come into possession of confidential public records as per the needs of the project and the empanelled vendor shall maintain the highest level of secrecy, confidentiality and privacy with regard there to. Additionally, the empanelled vendor shall keep confidential, all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities

5.14.5.3 The client shall retain all rights to prevent, stop and if required take the necessary punitive action against the empanelled vendor regarding any forbidden disclosure, which punitive action may include at the discretion of the client termination of empanelment.

5.14.5.4 The empanelled vendor shall ensure that all its employees execute individual non-disclosure agreements, which have been duly approved by the client with respect to given job/project.

5.14.5.5 The aforesaid provisions shall not apply to any information already in the public domain which has been received from a third party who had the right to disclose the aforesaid information is disclosed to the public due to a court order.

5.14.6 Personnel:

5.14.6.1 Personnel assigned by selected vendor to perform the Services shall be employees of selected agency, and under no circumstances will such personnel be considered employees of client/ICSIL. Selected agency shall have the sole

responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, worker's compensation, employee and disability benefits and shall be responsible for all employer obligations under all applicable laws including obligations for withholding tax under the Income Tax Act and other social security taxes under the relevant laws.

5.14.6.2 Selected agency shall use its best efforts to ensure availability of selected vendor personnel to perform the Services, and that such personnel have prescribed qualifications to perform the Services. The client shall have the right to require the removal or replacement of any selected vendor personnel performing work under this work order. In the event that the Client requests that any selected vendor personnel be replaced, the substitution of such personnel shall be accomplished within a period of 3 working days.

5.14.6.3 In the event the client identifies any personnel of selected vendor as "Key Personnel", then the selected vendor shall not remove such personnel without the prior written consent of the client/ICSIL.

5.14.7 Termination for Default:

5.14.7.1 The ICSIL may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the supplier/empanelled agency, terminate the Contract in whole or in part after sending a notice to the Supplier /empanelled agency in this regard. if the Supplier/empanelled agency fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the or if the Supplier/ empanelled agency fails to perform any other obligation under the Contract.

5.14.7.2 In the event the ICSIL terminates the Contract in whole or in part, ICSIL may procure, upon such terms in such manner, as it deems appropriate, goods and services similar to those undelivered, and the Supplier/empanelled agency shall be liable to pay excess cost of such similar goods and services to the ICSIL. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the ICSIL may initiate as per rules .

SECTION 7

ANNEXURES

Annexure 1: BIDDER PROFILE

S.No.	Particulars	
1	Name & address of the Company / Organization	
2	Registration No. of Company / Organization	
3	Date of incorporation of Company / Organization	
4	Year of Establishment	
5	PAN No. of Company	
6	TAN Number of Company	
7	VAT Registration No. & Date	
8	Service Tax Registration No. & Date	
9	Telephone No.	
10	Fax No	
11	e-mails	
12	Website Address	
13	Type of Organisation	
14	Employees' State Insurance Corporation (ESIC) Registration No.	

15	Employees' Provident Fund (EPF) Registration No.	
16	Registration with NSIC/DGS&D/ Industries/ others (if any) details	
17	Details of Security Deposit / Registration Fee	
18	Particulars of Managing Director/CEO/Proprietor/ Managing Partner	
19	Particulars of Contact Person	
20	Location of Offices in Delhi and Other Parts of India	
21	Annual Turnover of the Company/Organization for last three financial years	
21.1	2013-14	
21.2	2014-15	
21.3	2015-16	
22	Details of quality certifications (ISO/CMMI or any other) of the organization (Please specify)	
23	Strength of organization with number of Professional / Technical / Managerial / General etc (permanent/temporary) employees on rolls for at least one year on the date of submission	
24	Whether the aforesaid Company/their Directors / Partners/Promoters/ Subsidiary Units Tried /Under trial by the Court /Govt. Investigating Agencies? If yes, furnish the	

	details otherwise mention as “No”. Attach Notarized Affidavit as per Annexure 8 enclosed?	
25	Details of sister concerns , Joint Venture , Teaming Partnership , if any,	
26	Products/ Services offered by the organisation	
27	Details, if any , about Specialisation in the area / field	
28	Brief on the Strength of the organisation	
29	Any other relevant information that Applicant Company may like to mention	

I/We hereby certify that the information furnished above is full and correct to the best of our knowledge. I/We understand that in case found any deviation in the above statement at any stage, our company can be black-listed and will not have any deal with the ICSIL in future.

Signature, name and designation of authorized signatory

Date:-

Annexure 2: Format Bank Guarantee for Performance Security

To

Managing Director,
The Intelligent Communication Systems India Ltd.
Administrative Building, Okhla Industrial Estate Phase-III
New Delhi

WHEREAS
(Name and address of the supplier) (Hereinafter called “the supplier”) has
Undertaken, in pursuance of contract no..... dated
to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of
..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Annexure 3

Letter for Submission of tender

To

Dated -----, 2016.

Managing Director,
Intelligent Communication Systems India Ltd
Okhla Industrial Estate Phase -III, Above Post Office
New Delhi - 110020

Ref: Supply, Installation & Commissioning of Software against tender No **ICSIL/03/SQL SERVER STANDARD 2012 & MS SQL CAL 2012/16-17**;dated 18/11/2016 due for opening on 25th NOV 2016.

Dear Sir,

Having examined the tender document relating to the Supply, Installation & Commissioning of Software as detailed in your tender, Conditions and scope of supply, Specifications etc., and having understood the provisions and requirements relating to the supply and all other factors governing the tender, We hereby submit our offer for the supply of the proposed items in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying Technical & commercial Bid.

If, after the tender document is accepted, we fail to complete the supply of the items as per the order. We agree that, M/s. ICSIL, New Delhi shall have full authority to forfeit the earnest money and cancel our order with no obligation on their part.

We confirm having deposited earnest money of Rs /- (Rupees only) by Demand Draft No.....dated Drawn onBank Branch attached here to, and general information required is as per annexure attached.

We further confirm that –

i. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.

ii. We have sufficient qualified manpower and necessary materials and after sales support to execute the order efficiently in the specified time schedule.

iii. The quoted rates shall be valid till the completion of the contract.

iv. We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation/discrepancy.

Signature of the Bidder

With stamp and date

Annexure 4

**STATEMENT OF EXPERIENCE AND COMPETENCE
IN RELATED AREAS/FIELD GIVEN IN THE RFQ**

**(Furnish copies of Satisfactory Supply Completion Certificates along with
copies of corresponding Work Awards)**

S.No.	Name of Supply orders successfully completed	Name of the Client with contact person details	Supply Period (Year of Start & Finish)	Value	Remarks

Signature, name and designation of authorized signatory

Annexure 5

SELF-DECLARATION – NO BLACKLISTING

To

The Managing Director
Intelligent Communication Systems India Ltd
Okhla Industrial Estate Phase 3, Above Post Office
New Delhi-110020

In response to this RFQ document pertaining to Supply, Installation & Commissioning of _____, I/ We hereby declare that presently our Company/firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the empanelment if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place

Annexure 6:-**Technical Specification****SUPPLY, INSTALLATION AND COMMISSIONING OF SOFTWARE**

Sno	Items	Items Description	Quantity	Compliance (Yes/No)	Remarks
1	Branded Software	SQL Server Standard Edn 2012 MOLP	23 Nos		
2	Branded Software	MS SQL CAL 2012 MOLP USER CAL	110 Nos		

Annexure 7:-**FINANCIAL BID**

S.N.	Items	Qty	Unit Rate (INR)	Tax Rate in %	Tax Amt.(INR)	Total Unit Rate (inclusive of all Taxes)(INR)	Total Amount(INR)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
						6=(3+5)	7= (2*6)
1	SQL Server Standard Edn 2012 MOLP	23					
2	MS SQL CAL 2012 MOLP USER CAL	110					
	Total Amount (A)						
	Installation Charges (B)						
	Tax on Installation Charges (C)						
	Grand Total inclusive of all Taxes & installation charges (D=A+B+C)(INR)						D

NOTE:-

- L1 is the bidder quoting least total cost in Column 'D', will be declared L-1.**
- The above rates are inclusive of packing, installation, Commissioning, warranty or any other charges for supply in Delhi. The bidder is responsible for safe and secure delivery at user location. By having and insurable interest in the consignment, the bidder can get it insured and settle the claim, if any, directly with the insurer.**

Signature of Authorized Signatory

Name:

Date:

Place: