

INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD.
(ISO 9001:2008 CERTIFIED)

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



REQUEST FOR QUOTATION (RFQ)

For

**SUPPLY, INSTALLATION & COMMISSIONING OF
Branded Software- Windows Server 2012**

(Ref. No. :-ICSIL/03/Windows Server/V-I/2016-17 Date: 23-03-2017)

Closing Date & Time of Proposal Submission 30-03-2017 at 03.00 PM

**Administrative Building, 1st Floor, Above Post Office, Okhla Industrial Estate Phase-III,
New Delhi -110020**

**Phone: 26929051, 26830338, Fax: 26830347,
E-mail: software@icsil.in , Website: www.icsil.in**



Ref. No. ICSIL/03/Windows Server/V-I/2016-17

Date: - 23-03-2017

REQUEST FOR QUOTATIONS

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.

ICSIL invites quotation from OEM /Certified partners of OEM, for Supply, Installation & Commissioning of Branded **Software- Windows Server 2012** in two bid system, as per specification mentioned at Annexure B for a department of Government of NCT Delhi. Agencies are requested to submit their quotes as per format of BOQ attached.

RFQ Notifications:

Name of the Project Work	Supply, Installation & Commissioning of Branded Software- Windows Server 2012
Scope of Work	Supply, Installation & Commissioning of Branded Software- Windows Server 2012
RFQ Ref. No. & Date	Ref. No. ICSIL/03/Windows Server/V-I/2016-17 Date: - 23-03-2017
Publication of Tender:	ICSIL WEBSITE
Type of Tender :	Request for Quotations
Bidding System :	Offline ICSIL Website www.icsil.in Two stage bidding system shall be followed, Part I shall be "Techno-Commercial Offer" Part II shall be the "Price Offer".
Date of issue of RFQ documents	23-03-2017
Contact Person	Mr. Sanjay Prakash C.no-011-26929051



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Email id for clarifications on RFQ	software@icsil.in
Last date and time for submission of Quotations	30-03-2017 at 03:00 PM
<u>Date of Opening of Tender:</u>	30-03-2017 at 03:40 PM
Award Criteria	Lowest Price Quotation (L1) among Technically and Financially qualified agencies

ELIGIBILITY CRITERIA:-

The bidder shall fulfill the following eligibility criteria:

S.no.	Qualification	Required Documents
1	The bidder should be registered as a company in India as per the Companies Act, 1956 or amended as on date and should have been in operation for a period of at least 3 years as on date of publication of this notice.	Copy of Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association are to be submitted along with Technical bid
2	The bidder should have of Central Sales Tax certificate (CST), and VAT Registration in its name.	Copy of Central Sales Tax certificate (CST) and VAT Registration.
3	The bidder should submit Income Tax/ PAN in its name.	Copy of PAN card
4	The Company should be an ISO 9001:2000 or higher certified Company	Copy of ISO Certificate
5	A self-certificate that the bidder has not been black listed by any department/autonomous body/PSU of the Central/State Government/ Private or any agency in India and abroad.	Self-attested declaration.
6	The bidder should have an Average Annual Financial Turnover during the last three years, ending 31 st March 2016, should be at least 2 Lacs.	(Please submit Annual Report CA certified Balance Sheet and Profit & Loss Account) for the last three financial years.



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7	<p>Experience of having successfully completed similar work/supplies during the last 3 years ending 31st December 2016 as per following below:-</p> <p>Two similar work/supply orders consisting not less than the amount of Rs. 1 lacs each.</p> <p style="text-align: center;">OR</p> <p>One similar work/supply orders consisting not less than the amount of Rs. 2 lacs.</p> <p>Similar order means "Supply, Installation, Testing, and Commissioning & Maintenance of Branded Software- Windows Server 2012</p>	Copy of Work/Purchase Order
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Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above

Instructions to Bidder

1. The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Annexure.
2. The bidding document that is downloaded shall be submitted off-line as per the procedure stipulated in the tender document. The bidding document shall not be transferred to any other agency.
3. Although all details presented in this bid documents have been complied with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
4. ICSIL shall be free to engage in discussions or negotiations with the bidder concerning the terms of their respective bids at all time prior to execution by both parties of the Contract.
5. ICSIL 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. Supply to be provided by the supplier.

Evaluation Criteria

Since the work involved is Supply, Installation & commissioning of **Branded Software- Windows Server 2012** and the Bid Evaluation will be carried out in 2 stages.

1. In the first stage, Eligibility Bids and Technical Evaluation.
 - a. When deemed necessary, ICSIL may seek clarifications on any aspect of their offer from the vendor.
 - b. ICSIL will have the right to disqualify any/all bidders if it is found that the bidder has provided false/incorrect information and/or the clients provide an adverse feedback about the bidder
2. In the second stage, who fulfill the eligibility criteria and Technical Evaluation i.e. Price bids will be opened.



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SCOPE OF WORK

Supply & Installation & commissioning of **Branded Software- Windows Server 2012**

PAYMENT TERMS:

Payment will be released on back to back basis i.e. after receipt of payment from client department.

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
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.
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.

Delivery Schedule and Commissioning

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

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.**

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/items at all the support centers to avoid unnecessary delay in obtaining the spare parts/items. 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 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.



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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.

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.

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.

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.



Liquidated Damages

1. In case the Supplier fails to supply the goods and perform the Services within the time period specified in this tender, the Purchaser shall, without prejudice to its other remedies under the Contract deduct from the Contract Price, as liquidated damages, a sum equivalent to:
2. If there is delay in the supply & installation of the items, supplier will be liable to pay LD @ 0.5 % of the order value per week of delay or a part thereof, up to a maximum amount of 10% of order value, after which the order is liable to be cancel.
3. LD can be recovered from any dues of the Supplier.
4. 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.

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 CMD, 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

Applicable Law:

1. 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.
2. 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.

Sub-Letting

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



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Paying Authority

Manager (F&A)
ICSIL, Okhla Phase -3
NEW DELHI-110020.

Consignee

To be intimated at the time of issue of Purchase Order/Work Order.

Inspection Authority

To be intimated at the time of issue of Purchase Order/Work Order.

Performance Bank Guarantee (PBG)

- i. The bidder shall be required to furnish PBG for a value equivalent to 10% of Purchase Order value within 10 days of issue of Purchase Order in the form of BG in favor of "Intelligent Communication Systems India Ltd," New Delhi, Payable at New Delhi in the prescribed ICSIL format from a scheduled bank in India from the branch of bank in Delhi.
- ii. The PBG shall be valid up to a period of 90 (Ninety days) beyond the date of completion of warranty period.
- iii. The Performance Security will be discharged by the Purchaser after 90 days of completion of the Supplier's obligations including warranty obligations under the contract.
- iv. Performance security shall be forfeited by ICSIL in the event of Successful Bidder failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Penalties which ICSIL may recover.
- v. No interest shall be payable on the performance bank guarantee.

Note:-

- a. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee (PBG) shall be borne by the bidder. If the project implementation period is delayed, the PBG shall be extended by the bidder for such additional duration
- b. The performance bank guarantee may be discharged/ returned by ICSIL upon being satisfied that there has been due performance of the obligations of the bidder under the agreement. However, no interest shall be payable on the performance bank guarantee.

VALIDITY PERIOD OF THE OFFER

Validity period of the offer must be for six months from the date of Opening of Price Quotation.



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Bid Submission:

The bid shall be submitted in accordance with the procedure detailed herein. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.

1. **Envelope No.1** Shall contains all the information and documents in the same serial order as shown in the techno-commercial bid. A covering letter also may accompany the technical bid.
2. **Envelope No.2** shall contain the rates / prices of the items duly filled in (schedule of rates) and signed and stamped. The bidder must fill up quoted price against item in the spaces provided in the respective columns.

All the above envelopes shall bear the Name of the Work as described in the Notice inviting tenders i.e. **Supply , Installation & commissioning of Branded Software** along with Tender Number due date and time and shall be sealed in a fourth envelope (fourth envelope also should bear the name of the work as described above along with tender number, due date and time) and addressed to **Intelligent Communication Systems India Ltd. Okhla Industrial Estate Phase 3, New Delhi** and must reach on or before **30.03.2017 by 3.00 P.M**

TAXES:

1. Payment of taxes and other applicable Government taxes/duties will be made according to the rules and regulations as existing on the date of the payment.
2. All payments shall be subjected to tax deduction at source if applicable at the prevailing tax rates.
3. OEM or Certified partners of OEM must have registered with Delhi Value Added Tax Authority for raising invoice to us.
4. OEM or Certified partners of OEM Charge D-VAT only in the Invoice instead of CST (Central Sales Tax)

AWARD OF WORK:

- 1-The technically & commercially acceptable lowest (L1) Tenderer shall be issued Work Order/Purchase Order (WO/PO) prior to expiry of Tender Validity. Bidder shall confirm acceptance by returning a signed copy of WO/PO.
- 2-ICSIL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidder as regards non-acceptance of their tender.
- 3- ICSIL shall be free to engage in discussions or negotiations with the bidder concerning the terms of their respective bids at all time prior to execution by both parties of the Contract.



Termination of contract for default

1. Without prejudice to any other remedy available for the ICSIL/ICSIL's Client for levying penalty or any other remedy, the purchase order / contract will be liable for termination in part or whole if bidder fails to fulfill any of its obligations under the contract. ICSIL will give 10 days' notice to bidder before terminating the contract.
 - a. If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract/PO; or
 - b. If the Supplier fails to perform any other obligation(s) under the Contract.
 - c. Non satisfactory performance / breach of contract will result in termination of the contract as mentioned in the terms and conditions
 - d. 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.
 - e. On a notice period of 30 days
2. 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.
3. 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.
4. ICSIL reserve the right to reject/cancel/terminate work order awarded to bidder in case of unsatisfactory services/work as per the requirement of Client and ICSIL will not release any payment to the bidder/agency/vendor in this particular case.
5. If at any point of time it is found that the bidder has made a statement which is factually incorrect/wrong or if the bidder doesn't fulfill any of the contractual obligation, ICSIL may take a decision to cancel reject/terminate the contract with immediate effect, forfeit the EMD deposited by the bidder and / or debar the bidder from bidding prospectively for a period as decided by the ICSIL or take any other action as deemed necessary.
6. In case of termination of contract within the stipulated hiring period for any reason the supplier / bidder will not allowed to take back the equipment installed
7. On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
8. On termination of the Contract for default, action will be taken to black list the Supplier.



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Annexure –A

Company Profile to be submitted on letter head of Company

S.No	Particulars	Description
1	Name & address of the Company / Organization	
2	Registration No. of Company / Organization	
3	Date of incorporation of Company / Organization	
4	PAN No. of Company	
5	Service TAX Registration No. & Date	
6	VAT/CST No.	
7	Telephone No	
8	e-mails	
9	Website Address	
10	Type of Organisation	
11	Particulars of Managing Director/CEO/Proprietor/ Managing Partner	
12	Particulars of Contact Person	
13	Location of Other Offices in Delhi and Other Parts of India	
14	Average Annual Turnover of the Company/Organization for last three financial years	
15	Quality Certificate /ISO-9000 Series (Please specify)	
16	Any other Quality Certificate (Please specify)	
17	Any other relevant information that Applicant Bidder may like to mention	



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ANNEXURE-B

S.N.	Items	Qty	Unit Rate	Tax Rate in %	Tax Amt.	Total Unit Rate (inclusive of all Taxes)	Total Amount
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
						6=(3+5)	7= (1*6)
1	Windows Server 2012	1					
	Total Amount (A)						
	Installation Charges (B)						
	Tax on Installation Charges (C)						
	Grand Total inclusive of all Taxes & installation charges (D=A+B+C)						

FINANCIAL SHEET

Notes:-

- I. The quantities mentioned here are suggestive, payment will be made as per actual.
- II. L1 (Lowest Price Quotation) will be decided on the basis of Grand Total.