

Intelligent Communication Systems India Ltd. (ICSIL)

Information Technology Division



Request for Proposal

For

**“Design, Development, Hosting of ICSIL website on NIC
data Center”**

RFP Reference Number: ICSIL/14/002/Website/2016-17/vol-2

Dated: 14-12-2018

Closing Date & Time for Bid Submission 04-01-2019 at 03.00 PM

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1. SECTION 1:- NOTICE INVITING TENDER

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 looks at greener pastures across the globe.

ICSIL wishes to get its website developed as per GIGW guidelines. ICSIL invites Techno Commercial Proposals from Tier II empanelled vendors of NICSII (in two bid system i.e. Technical and Financial), for **Design, Development, Hosting (on NIC Server) of ICSIL official Website**, on turnkey basis. **Agencies are requested to submit bids**, latest by **04-01-2019, 03:00 p.m** on Delhi Govt. E Procurement Portal.

1.1 RFP Notifications

| | |
|--|---|
| Name of the Project Work | Design, Development, Hosting (on NIC Server) of ICSIL official Website , on turnkey basis |
| Scope of Work | As per Section 2 of RFP |
| Estimated Project Cost | Rs. 25,00,000/- |
| EMD | Rs. 50,000/- to be submitted physically in the form of DD in favour of Intelligent Communication Systems India Ltd payable at New Delhi |
| Performance Security | @10% of the total bid value with 6 years validity |
| RFP Ref. No. & Date | ICSIL/14/002/Website/2016-17/vol-2 & 14/12/2018 |
| Availability of RFP document | Delhi Govt. e- Procurement Portal |
| Nature of RFP | Limited for valid Tier II empanelled vendors of NICSII |
| Submission of RFP | Delhi Govt. e- Procurement Portal |
| Date of issue of RFP | 14-12-2018 |
| Pre bid Meeting | 21-12-2018 at ICSIL New Delhi at 11:00 hours |
| Last date & time for submission of RFP | 04-01-2019 at 3.00 PM |
| Opening of RFP | 04-01-2019 at 3:30 PM |
| Award Criteria | L1 |

1.2 Eligibility Criteria:-

| S.no. | Qualification | Required Documents |
|-------|--|--|
| 1. | The bidder must be a registered company in India under the Companies Act. The bidder should be operating in India minimum for the last five years as of 30 November 2018. The bidder must be primarily engaged in the business of Design, Development, hosting and maintenance of Websites/Web Portals and must have been actively engaged in this field for a period of not less than the last five years ending 30 November 2018. | Copy of Certificate of Incorporation, Bidder profile & work experience. |
| 2 | The bidder should have a valid GST, PAN and Service Tax Registration. | GST, PAN card and Service Tax Registration certificate Copies. |
| 3 | The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. | Self-attested declaration. |
| 4. | The bidder should have an average minimum annual turnover of not less than Rs. 13 Lac during last three audited years i.e. 2015-16, 2016-17 & 2017-18. | CA Certificate & Copy of Audited Balance Sheet. |
| 5. | The bidder must have successfully executed at least 1 project of value not less than Rs. 20 Lac or 2 Projects of value not less than 12.5 Lac each or 3 projects of value not less than Rs. 10 Lac each for Design, Development, hosting and maintenance of Websites/Web Portals for Govt Clients in last 5 years, ending 30 Nov 2018. | Copies of Purchase Order with client's successful completion certificate |
| 6. | The bidder should not have been currently black listed by any Government department / Government Bidder / PSU in India. | Self-attested declaration. |
| 7 | Bidder must have valid CMM level 3 or above and ISO 9001:2015 or above certification | Copy of CMM level 3 or above and ISO 9001:2015 or above certification |
| 8 | Bidder must be Tier II empanelled vendor of NICSI | Valid Empanelment certificate/letter of NICSI |

2. SECTION 2 –INSTRUCTION TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1 “Purchaser”** means Intelligent Communication Systems India Limited (ICSIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India.
- 2.1.2 “Bidder/System Integrator/Contractor”** means the individual or firm or corporate body or consortium or association of persons who participates in the tender and submits its bid.
- 2.1.3 “Goods/services/Products”** means all the hardware equipments, instruments, tools, machinery etc., and/or other materials like components/parts/spares including consumables, software and services which the supplier is required to supply to the Purchaser under the Purchase Order.
- 2.14 “Letter of Intent (LOI)”** means the communication of the intention of the Purchaser to the Bidder to place the Purchaser Order for the former’s offered goods/services/services.
- 2.15 “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 & services from the vendor/contractor.
- 2.16 “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 or the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:-

| | | |
|-----------|---|--|
| Section 1 | : | Notice Inviting Tender |
| Section 2 | : | Instructions to Bidders |
| Section 3 | : | General (Commercial) Conditions of the Contract |
| Section 4 | : | Special Conditions |
| Section 5 | : | Scope of Work |
| Section 6 | : | Annexure |
| | | Annexure A- Company Profile |
| | | Annexure B- Financial Bid Format |
| | | Annexure C- Format of Performance Bank Guarantee |
| | | Annexure D- 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, if any, issued to this tender will be notified on ICSIL Website and Delhi Govt's website (e-Procurement portal) and these will be binding on them. Bidders are advised to check the ICSIL website regularly for amendments, if any.

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

Unit prices/rates shall be quoted as per format in Section 6 Annexure B.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

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

2.8 BID SECURITY

2.8.1 The Bidder shall submit, as part of bid security as mentioned in the NIT. The bid security shall be in one of the following form:-

Demand Draft or Pay Order from a Scheduled Bank in favour of M/s Intelligent Communication Systems India Limited, payable at Delhi.

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 bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.

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

2.8.5 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.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD, 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. In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.15 CLARIFICATION OF BIDS

2.15.1 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. The clarification will be asked online through the e-procurement portal of Delhi Govt. The clarification and response from bidder shall also be online through the portal.

2.15.2 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.

2.16 EVALUATION OF TENDERS

The technical evaluation will be done on the basis of eligibility criteria. The bidder is required to quote for all the items of the BOQ. Partial bid is liable to be rejected. The technical evaluation will be done on the basis of Technical specifications and other requirements defined in the tender. ICSIL reserves the right to waive any deviation in technical specifications which do not have material impact on the overall performance requirements. For financial evaluation, L1 basis will be considered.

2.16.1 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.

2.16.2 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.

- 2.16.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.
- 2.16.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- 2.16.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.
- 2.16.6 The evaluation of the ranking shall be carried out on the landed price of goods/services offered inclusive of all taxes.
- 2.16.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.
- 2.16.8 ICSIL shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.17 PURCHASER'S RIGHT TO VARY QUANTITIES

- 2.17.1 ICSIL reserves the right to place repeat order up to 100% of original P.O/Tender quantity at the same rate, terms and conditions of P.O within a period of one year from the date of issue of the P.O.
- 2.17.2 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods/services and services specified in the schedule of requirements without any change in unit price of the ordered quantity.
- 2.17.3 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.

2.18 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.

2.19 NOTIFICATION OF SUCCESSFUL BIDDER

2.19.1 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.

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

2.20 ISSUE OF LETTER OF INTENT

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

2.20.2 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.

2.21 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.

2.22 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.

2.23 DELIVERY

Delivery of the goods/services shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods/services 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.

2.24 SUBMISSION OF BID

Participating in this tender shall be through online submission only. The following instructions are to be read carefully.

Bidders may further note that on-line bid submission can be quite time-consuming. They are advised to start their uploading of bid sufficiently in advance to ensure complete uploading of bid within stipulated time.

The names/designations of concerned officer who can be contacted is mentioned below:

Mr.Sujan Singh,
Sr. Manager (IT),
Intelligent Communication Systems India Limited,

Administrative Building, 1st Floor, Above Post Office,
Okhla Industrial Estate Phase-III, New Delhi 110020; e-mail: sujan.singh@icsil.in

2.25 OPENING OF PRICE OFFER

Price offer of only those bidders will be opened whose Techno-Commercial offers are found to be qualified and acceptable to ICSIL

The qualified parties shall be notified with the date, time & venue of the opening of the Price Offer.

2.26 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

2.26.1 Bidding Methodology

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

Broad outline of activities from Bidders perspective:

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

2.26.2 Digital Certificates

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

2.26.3 Registration

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

2.26.4 On-Line Submission

The entire bid-submission would be online on Govt. of NCT of Delhi e-procurement System - <https://govtprocurement.delhi.gov.in>

The procedure as prescribed there in has to be followed for participation. The details may be accessed under the Link “Bidders Manual Kit” on this web-site.

2.26.5 Offline Submissions:

The bidder is requested to submit the following documents offline (i.e. physically) either in the Tender Box kept in the o/o Sr. Manager (IT), ICSIL Administrative Building, 1st Floor, Above Post Office, Okhla Industrial Estate Phase-III, New Delhi 110020, or by post so as to reach o/o Sr. Manager (IT), ICSIL before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Tender No. & Description and the words ‘DO NOT OPEN BEFORE’ (due date & time):

- i. EMD/Bid Security (Original) for Rs.50,000/- (Rs. Fifty Thousand only) in the form of Demand Draft in the favour of Intelligent Communication Systems India Ltd payable at New Delhi.
- ii. TENDER FEE: Nil

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.

3. Section 3: General (Commercial) Conditions of the Contract

3.1 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.

3.2 STANDARDS

The goods/services/services supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

3.3 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/services or any part thereof.

3.4 PERFORMANCE SECURITY

Within 10 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Security for the amount of 10% of the contract/P.O value. 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. The Performance Bond shall be in the form of Bank Guarantee issued by a Scheduled Bank situated in India and in the form provided by ICSIL. The Performance Bond will be discharged by the Purchaser after completion of the Supplier's obligations including any warranty obligations under the contract. As regards validity of PBG will be 6 (six) years covering AMC period.

3.5 INSPECTION AND TESTS

3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods/services for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods/services fail to conform to the specifications, the Inspector may reject them and the Supplier shall either replace the rejected goods/services or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser. If any material before it is taken over is found defective or fails to fulfil the requirements of the contract, the

Inspector shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 weeks of the initial report. These replacements shall be made by the Supplier, free of the all charges, at the site(s).

- 3.5.3 As regards Inspecting Authority and other details please refer to Special Condition of the Contract (Section-4).

3.6 TRAINING (WHERE REQUIRED)

- 3.6.1 The Bidder shall provide training for installation and maintenance to the staff of the Purchaser free of cost, where required.
- 3.6.2. The Bidder shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and the duration of the proposed training required.
- 3.6.3 The Bidder shall provide all training materials and documents and aids.
- 3.6.4 Conduct of training of the Purchaser's personnel shall be at the suppliers' plant and/ or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods/services.

3.7 WARRANTY

- 3.7.1 The Supplier shall give warranty that goods/services to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect goods/services are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods/services, after the goods/services have been taken over. However the warranty period specified, if any, in the Special Condition of Contract (Section 4) shall rule.
- 3.7.2 If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the above-mentioned period of sixty months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
- 3.7.3 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

3.8 CHANGE ORDERS

- 3.8.1 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) Drawings, designs or specifications where goods/services to be furnished under the contract are to be specifically manufactured for the Purchaser.
 - b) Method of transportation or packing.
 - c) Place of delivery.
 - d) Services to be provided by the supplier.

3.8.2 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.

3.9 SUB-LETTING

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

3.10 LIQUIDATED DAMAGES

3.10.1 The date of the delivery of the goods/services/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.

3.10.2 In case the Supplier fails to supply the material/service against the order, the material 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. For late supplies/service, as liquidated damages, a sum equal to 2% of the price of any goods/services/service 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.

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

3.11 ARBITRATION

3.11.1 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.

3.11.2 The proceedings of arbitration shall be in English language.

3.11.3 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.

3.12 RISK PURCHASE

3.12.1 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.

3.13 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 and to all Courts 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.

3.14 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.

3.15 PACKING

The supplier shall ensure that the Goods/services/Equipment is securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit.

3.16 REPLACEMENT OF DEFECTIVE EQUIPMENT

3.16.1 If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted ICSIL shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost. Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.

3.16.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Supplier for such loss or defective equipment and the Supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.17 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 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 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.

3.18 TERMINATION FOR DEFAULT

3.18.1 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.

if the supplier fails to deliver any or all the goods/services within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .

if the Supplier fails to perform any other obligation(s) under the contract; and

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 on a notice period of 30 days.

3.18.2 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/services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods/services. However, the Supplier shall continue the performance of the contract to the extent not terminated.

3.19 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.

3.20 ADD ON/REPEAT ORDER

ICSIL reserves the right to place Add on/Repeat order for additional quantity upto 100% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

3.21 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.

4. SECTION 4: SPECIAL CONDITIONS

4.1 VALIDITY PERIOD OF OFFER: - Validity period of the offer must be for 120 days from the date of Opening of bid.

4.2 PERFORMANCE SECURITY: A Performance Security @10% of the total bid value shall be provided by the successful bidder within 10 days from the date of issue of LOI (Letter of Intent). The Performance security shall be valid for a period of 6(six) Years.

4.3 PROJECT DELIVERABLES:-

- SRS Document (Hard & Soft Copy) – 2 Nos. each
- Application software on CD /DVD Media; this includes source code, database schema, all dependency used in the application – 2 Nos.
- User, Administrative, Technical and Implementation manual (Hard Copy & Soft Copy) – 1 Nos.
- Software deployment
- Warranty for a period of 02 years from the date of deployment on NIC/Go Live
- Training material (softcopy & Hardcopy)
- AMC for a period of 4 years post warranty period.

4.4 DELIVERY SCHEDULE

| S.N. | Activity | Timeline (within) |
|------|---|---|
| 1 | Requirement Study, Submission of SRS and Finalization of Home Page Design | 01 month from the date of issue of PO |
| 2 | Development and UAT (User Acceptance Testing) | 2 months from the date of approval of SRS |
| 3 | Security Audit Certification | 1 month from the date of UAT |
| 4 | Commissioning/Hosting on NIC Server/Go Live | 1 month from the date of security audit certification |

4.5 PAYMENT TERMS:-

| S.No | Stages of Payment | Document required for payment | % Release of Payment |
|------|---|---|----------------------|
| 1 | Requirement Study, Submission of SRS and Finalization of Home Page Design | SRS approved by competent authority of ICIL | 10% |
| 2 | Development and successful completion of UAT. | Satisfactory certificate of U.A.T. by competent authority of ICIL | 20% |
| 3. | Security Audit Completion, Commissioning/Hosting on NIC /Go Live | Security Audit Certificate issued by STQC/CERT-IN agency & Commissioning report certified by competent authority of ICSIL | 20% |
| 4. | After Successful completion of 1st year warranty | Warranty completion certificate issued by competent authority of ICSIL | 25% |
| 5 | After Successful completion of 2nd year warranty | | 25% |

4.6 POST WARRANTY SUPPORT/AMC

AMC price will be @10% of bid value annually for a period of 4 years AMC will commence after successful completion of warranty period of 2 years. Payment of AMC will be on quarterly basis as given in Section 6 Annexure B.

4.7 SERVICE LEVEL AGREEMENT

For any delay in the maintenance service, a penalty of 2% of value of the quarterly payment payable to the contractor per week shall be charged subject to maximum penalty being equal to the quarterly payment payable to the contractor.

Nodal Officer:-Sr. Manager (IT) ICSIL, New Delhi 110020

Paying Authority:-JGM (F&A) ICSIL, New Delhi 110020

5. Section 5- Scope of Work

1. Design & Development of Bi-lingual official Website of ICSIL as per GIGW (Guidelines for Indian Government Websites).
2. Development of a Content Management System for managing/ uploading contents on official website of ICSIL including ICSIL training Centers.
3. Implementation and integration of SMS Gateway, Payment Gateway with Website/Web Portal, on turnkey basis.
4. Online Application System for receiving Online Applications from eligible candidates with data validation, online payment facility and report generation.
5. Security Audit of Website/Web portal (along with the above mentioned value added services) from STQC.
6. Hosting of website on NIC.
7. Maintenance & customization of Website/Web Application as per user requirement for a period of 2(Two) years from the date of implementation of Website/web portal included in the warranty and thereafter AMC for a period of 4 years.

6. Section 6- Annexure

Annexure –A-Company Profile

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 | GST Registration No. & Date | |
| 6 | VAT/CST No. | |
| 7 | Telephone Nos | |
| 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 | |

Annexure- B- Financial Bid format

Financial Bid Format

| S.N | Description | Charges (Rs.) | Taxes | Total Amount inclusive of all Taxes |
|-----|---|--------------------------|--------------------------|---|
| 1 | Design, Development and Hosting of ICSIL official website on NIC as per scope of work in section 2 of RFP | Rs _____ | Rs _____ | Rs _____ |
| | | Rupees (in words) _____ | Rupees (in words) _____ | Rupees (in words) _____ |
| 2 | Grand Total Cost (1) | | | |

Notes:-

- I. Please provide break up of taxes in a separate sheet
- II. L1 (Lowest Price Quotation) will be decided on the basis of Grand Total.
- III. AMC @10% of bid value will commence after successful completion of warranty period of 2 years. Payment of AMC will be on quarterly basis on submission of invoice duly certified by ICSIL for satisfactory service. Payment shall be made latest by 10th day of the next quarter.

Annexure C-Format of Performance Guarantee (PBG)

(TO BE ISSUED BY A Scheduled bank)

M/s Intelligent Communication Systems India Ltd.,

Administrative Building, 1st Floor, Above Post Office,

Okhla Industrial Estate Phase-III, New Delhi 110020

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of Intelligent Communication Systems India Limited, having its office at Administrative Building, 1st Floor, Above Post Office, Okhla Industrial Estate Phase-III, New Delhi 110020.

(hereinafter referred to as “ICSIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials/services as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and ICSIL having agreed that the Supplier shall furnish to ICSIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Manager
Seal of Bank

Annexure D: Bid Submission Form

Offer No.: _____

Date: _____

To

Sr. Manager (IT)
M/s Intelligent Communication Systems India Ltd.,
Administrative Building, 1st Floor, Above Post Office,
Okhla Industrial Estate Phase-III, New Delhi 110020

Dear Sir,

In response to your Tender No. _____
for _____,
we hereby submit our offer herewith.

- 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. GSTIN : _____
State : _____
- 11. CIN. 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. Particulars of Tender Fee
 Amount : Rs. _____
 DD No. : _____
 Date : _____
 Name of the Bank : _____
 Address of the Bank : _____
16. 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) |
|---------|------------------------------------|------------------------|
| 2017-18 | | |
| 2016-17 | | |
| 2015-16 | | |

17. Details of similar work / order executed during last 3 years ending 31st March 2018
 (Please submit copy of completion certificate from the client.)

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

18. Please mention the place from where shipment will be effected.

19. Country of Origin of Goods/services offered (Item wise)

20. Please Mention Mode of Shipment (Sea/Air/Rail/Road)

21. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC / State.

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

- i) _____
- ii) _____
- iii) _____

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 Annexure(s) and Enclosures.

Place:

Date:

Seal:

Signature of Authorised Signatory

Name:

Designation: