

Intelligent Communication Systems India Ltd. (ICSIL)

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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TENDER NO:F(1)/ICSIL/CONSULTANCY/2012-13, Dated:30.03.2012

Empanelment of Consultancy Services for ICSIL

Sealed quotations are invited from specialized IT firms /companies having relevant expertise, experience and technical knowhow in the area of providing consultancy/advisory services to government departments in the area of e-governance domain. Tender document containing terms & conditions can be had either from ICSIL office or down loaded from ICSIL's web-site <http://icsil.in> up to 23.04.2012 by 2:00 PM. Last date for submission of tender is 23.04.2012 **by 2:30 PM**. ICSIL reserves the right to reject the whole or any part of the tender without assigning any reason.

(Deepak Virmani)
ED, ICSIL

Empanelment of Bidders for Consultancy Services for ICSIL

Tender Timelines :

Sl. No.	Description	Date & Time
1	Last date for receive/ downloading the tender document	23.04. 2012 by 2:00 PM
2	Last date of submission of the tender	23.04.12 by 2:30 PM
3	Pre-bid conference	10.04.2012 at 11:30 PM
4	Submission of queries through e-mail only	13.04.2012 by 4:00 PM
5	Clarification of the queries to the bidders through e-	16.04.2012 at 6.00 pm.
6	Opening of Bids	23.04.2012 at 3:30 PM

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Section 1: Background & Requirements

1.1 Intelligent Communication Systems India Ltd. 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.

ICSIL has made strong footprints in the field of Telecommunications and Information Technology. From 1987, the year of its inception, it has provided service in the IT sector, specializing in providing complete solutions in computerization and networking.

1.2 ICSIL proposes to empanel reputed consultancy firms having experience in e-Governance domain providing Advisory Services.

1.3 The empanelled bidders would be expected to provide consultants to the ongoing/new projects including bid process management, vendor selection preparation of tender/RFP and evaluation of bids. Such support would be for a definite period and will not amount to any kind of employment obligation on the part of ICSIL.

1.4 Bidders will be empanelled for providing consultancy support for the indicative list of jobs defined in the Scope of Work. The empanelment will be initially for a period of **two years**, which can be extended through mutual consent for a further period of one year .

1.5 The empanelled bidders will provide consultancy services anywhere in India. No TA/DA will be admissible; however, a professional would be entitled to TA/DA if he/she is asked to go on tour for project work from her/his project site. The professionals have to use their own laptops, mobile etc. for doing the project work.

1.6 The tender document can be downloaded from ICSIL's website <http://www.icsil.in>. The bids are to be submitted as per procedure given in this document.

Section 2: Scope of Tender

2.1 An indicative list of jobs which the empanelled bidders would be expected to perform through their consultants as given below. As part of e-governance initiatives, the jobs may be in any of the sectors like education, agriculture, rural development, health, social welfare etc. Therefore, the consulting firms must have consultants experienced in various disciplines.

A. Consulting Jobs

1. Business Process Re-engineering
2. Project Formulation/Preparation of SRS
3. Strategy & Management – Application Rollout
4. Network Design & Management
5. Technology Trends in ICT

B. Jobs requiring execution by the empanelled bidders

1. Project Management
2. RFP preparation for basic –ICT infrastructure & services
3. Tender evaluation & vendor selection
4. Preparation of MOU/Agreements

2.2 From the above list, a job will be assigned to any one of the empanelled bidders depending on its suitability through limited tendering process. For each job, the bidder will study the requirement of the department concerned and prepare a requirement document comprising of timeline and cost documents. The bidders will prepare these time/cost documents free of charge.

2.3 Bidder's consultants deployed on a job will use their own infrastructure when working from ICSIL user's premises. The user's responsibility will be restricted to provide work space and environment for the consultants' official work related to the assigned job.

2.4 The consultants will also be used by ICSIL who have prior experience with a PPP as well as non PPP transaction based system.

Consultants who are on the ICSIL list will be considered for their services. The services being sought from the consultants will be set out in detail in terms of reference for the specific assignment. It is anticipated that they may include:

- a) Preparation of supporting information for ICSIL to assist bidders in preparation of their bids.
- b) Support to communication with the market and interaction with the market, including managing and responding to requests for clarification
- c) Preparation of an evaluation plan, assistance with evaluation and preparation of evaluation reports
- d) Monitoring and advice on bidder performance against any conditions precedent to financial close, and
- e) Management of other advisory inputs, and overall management of the transaction team, to ensure a successful conclusion.

Section 3: Eligibility Criteria

3.1 The bidder should be an exclusively e-Governance operating in India for the last five years. They should have minimum 200 number of competent personnel requisite on their roles satisfying requisite qualification & experience etc.

3.2 The bidder's turnover from consultancy in India should be an average of Rs. 150 crores in each of the last three financial years viz. 2008-09, 2009-10, and 2010-11, out of which, the bidder's turnover from e-Governance consultancy/Advisory from India Operation should be more than Rs. 15 crores in each of corresponding 3 years as above. A certificate from the Chartered Accountant on both the turnovers in these years, in original, may be submitted.

3.3 The bidder should have completed three IT consultancy jobs in e-Governance space of value more than 25 lakhs each in the last 3 years.

3.4 For technical evaluation, other consultancy jobs completed by the bidder in the specified domains will be considered.

3.5 The bidder should be registered with the Service Tax Department and should carry a valid PAN In the name of, the firm/company.

3.6 Should submit copy of (Articles of Association and Memorandum of Association) (in case of registered firms, under Indian Companies Act), or Partnership deed (in case of partnership firm).

3.7 An undertaking (self certificate) that the bidder hasn't been blacklisted by a Central /State Government institution and there has been no litigation with any Government Department/PSU/Corporation in Central/State Government on account of similar services.

Each page should be numbered and conformance to the eligibility criteria/technical bid should be indicated using an index page.

The above 2 envelope shall be placed in an outer cover superscripted "ICSIL Tender for Selection of Consultancy Firm". The outer cover shall be submitted to the office of the Managing Director ICSIL on or before the due date and time for consideration of bid.

Section 4: Bidding Process

- a. Bidders are advised to study the bid document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with to the tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.
- b. All the bids must be valid for the period of 180 days from the date of opening of the Tender. If necessary, ICSIL may extend the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture for their EMD.

4.1. Bid Composition

The bid shall be submitted in the manner as given below and addressed to :

The Managing Director
Intelligent Communication Systems India Ltd. (ICSIL)
Administrative Building (above Post Office)
Okhla Phase-III
New Delhi-110020.

Tenders can be either downloaded from our web-site <http://icsil.in> or obtained from ICSIL's office from Executive Projects.

1. Two inner covers shall contain:

Cover 1:EMD and tender Fee: the envelope shall contain i) and EMD in the form of Guarantee for an amount of Rupees 5,00,000/- (Rs. Five Lacs only) drawn from a scheduled Commercial Bank in favour of ICSIL, New Delhi.

(ii)demand draft for Rs. 10,000/- as Tender Fees(tender fee is non – refundable and non –transferable). The envelope shall be sealed and superscripted “**EMD and Tender Fee** – For selection of Consultancy Firm.”

Cover 2: Technical Bid: Documents as required in the Tender shall be submitted in this envelope. The envelope shall be sealed and superscripted “technical for selection of consultancy firm.” The document should be properly bounded or tagged with no loose sheets. Each page should be numbered and conformance to the eligibility criteria/technical bid should be indicated using an index page.

The above 2 envelopes shall be placed in an outer cover superscripted “ICSIL Tender for selection of consultancy firm” The outer cover shall be submitted to the office of Managing Director ICSIL on or before the due date and time for consideration of the bid.

4.2. Performance Guarantee:

A. the selected empanelled firm shall have to deposit performance Guarantee amounting to Rs.5,00,000/- (Rupees Five Lacs Only) in favour of ICSIL , New Delhi valid for a period of 26 months from the date of empanelled of the firm.

B.The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender. EMD of the successful bidders shall be returned without any interest, on receipt of Performance Bank Guarantee (BG) of equal amount valid for a period of 26 months beyond the period of empanelment / extended empanelment. In case ICSIL assigns jobs to the empanelled bidders just before the end of the empanelment, the BG shall be extended for the period of one more year or till the satisfactory job completion, whichever is later. The BG shall be released after satisfactory job completion or expiry of empanelment, whichever is later as stated above.

4.3. Forfeiture of Earnest Money Deposit/Security Deposit The Earnest Money Deposit can be forfeited, if a Bidder:-

- (a) Withdraws its bid during the period of bid validity.
- (b) Does not accept the correction of errors.
- (c) In case of the successful Bidder Failed to sign the contract agreement or Deposit Performance Guarantee within the specified time period

4.4. Pre bid meeting

ICSIL will hold a pre bid meeting with the prospective bidders at 11:30AM on 10/04/2012 in the ICSIL's conference hall to explain the requirement and purpose of the Tender. The queries can be addressed to Mr. Deepak Virmani, Executive Director, ICSIL through email to info@icsil.in under the subject "Empanelment of bidders for Consultancy Services – Queries".

Clarification to the queries: Queries from the bidder shall be received through e-mail by 13.04.2012 upto 4:00PM. Clarification to queries shall be mailed to the bidders through e-mail on 16.04.2012 by 6:00 PM. Queries received after due date will not be entertained.

- a. Bids, complete in all respects, must be submitted to the office of the Managing Director ICSIL by the due date and time.
- b. ICSIL may, at its own discretion, extend the date for bid submission. In such a case all rights and obligations of ICSIL and the Bidders shall be applicable to the extended time frame.
- c. Any bid received by ICSIL after the prescribed deadline for submission of bids will be summarily rejected and **returned unopened to the Bidder**. ICSIL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.
- d. The bids submitted by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- e. At any time prior to the last date for receipt of bids, ICSIL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on ICSIL's website <http://icsil.in> and should be taken into consideration by the prospective bidders while preparing their bids. Lapses of any kind on the part of the bidder will be at sole risk of bidder.

- f. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, ICSIL may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.
- g. The bidders will bear all costs associated with the preparation and submission of their bids. ICSIL will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- h. Printed terms and conditions of the bidders, will not be accepted as forming part of their bid. The terms and conditions including eligibility criteria as laid down in the Tender Document are firm and final and deviation in any form there to shall not be accepted and entertained.

4.6. Opening of Bids

The bids will be opened in the presence of bidders' authorized (only one) who choose to attend the Bid opening sessions on 23.04.2012 at 3:30 PM. The bidders' representatives who are present shall sign a register evidencing their presence. In the event of the specified date of Bid opening being declared a holiday for ICSIL, the Bids shall be opened at the same time and location on the next working day.

4.6.1. Opening of Cover 1 -EMD and Tender Fee

Prior to opening of the Cover 1, ICSIL shall announce the names of bidders, who have given advance notice for modification to or withdrawal of their bids from the tendering process well before the last date and time for the submission of bids. Bids of such bidders, shall be returned to their representatives, if present or sent by post unopened to their addresses without fortified EMD . Subsequent to this, EMD & Tender Fee envelope will be opened. Bids not accompanied with the requisite EMD and Tender fee shall be summarily rejected.

4.6.2. Opening of Cover-2 i.e. -Technical Bid

Technical bid (and technical bid modifications, if any) envelope of only those bidders, whose EMD and Tender fee are in order, shall be opened on the same date and time. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC) for evaluation.

4.7. Bid Validity

All the bids must be valid for a period of 180 days from the date of tender opening. However, the rates should be valid for the initial/extended period of empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, ICSIL will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

4.8. Evaluation of bids

- a. When deemed necessary, during the evaluation process ICSIL may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted. This would also not mean that their bid has been accepted.
- b. Any effort by a bidder to influence ICSIL's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- c. ICSIL reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for ICSIL's action and without assigning any reasons.

4.8.1. Eligibility Criteria

The bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). Bids, not satisfying the eligibility criteria will be

rejected. The TEC will then evaluate information submitted in **Annexure-I** as per tender terms. The TEC may call the eligible bidders for a presentation of the projects handled by them and quoted here. The time limit, in which the bidders' have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.

4.8.2 Consortiums are strictly not allowed.

4.9. Award of Contract (Empanelment)

a. On written communication from ICSIL for having qualified for empanellment the bidder will sign the contract Agreement and Deposit Performance Guarantee (letter of empanelment) within 15 days of such communication, failing which, the offer will be treated as withdrawn and EMD forfeited. ICSIL reserves the right to extend the offer to the next eligible bidder.

b. ICSIL will have a panel of few bidders for availing the services during the period of empanelment, which will be initially **for two years**. Depending on the project requirements, ICSIL may extend the period of empanelment for additional one year through mutual consent. The empanelled bidders will have to renew/re-submit the security deposit for the extended period of empanelment. As given in the preceding paragraph 4.2 i.e. Performance Guarantee.

c. ICSIL will invite technical & financial bids or financial bid only, from the empanelled firms through this tender, for assigning works pertaining to various Organizations to ICSIL, which have been given to ICSIL. However, ICSIL reserves the rights to ask for **QCBS** bids, in special cases, as per the need of various users.

d. The bidders selected for empanelment will give security deposit of Rs. 5,00,000 (Rs. Five Lakhs) in the form of Bank Guarantee from a scheduled commercial bank in favour of MD, ICSIL, for the duration of the empanelment or extended period, if any, in favour of ICSIL, New Delhi within 15 days of receipt of work order. On receipt of Performance Guarantee, EMD will be refunded without any interest.

e. The incidental expenses of execution of agreement / contract will be borne by the successful bidder.

f. The conditions stipulated in the contract will be strictly adhered by the bidders and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the ICSIL. In addition, ICSIL will be free to forfeit the Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

4.10. Termination for Insolvency, Dissolution etc

ICSIL may at any time terminate the empanelment by giving written notice within 30 days to the bidder without any compensation if the empanelled bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to ICSIL.

4.11. Change of Name of the Firm

During empanelment period, if the bidder's name is changed due to acquisition, amalgamation etc., bidder must inform ICSIL with all required documents within one month of its name change failing which all dues to the firm will remain on hold. ICSIL will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.

4.12. Termination for Convenience

ICSIL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination will specify that termination is for ICSIL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

4.13. No Claim Certificate

The empanelled bidder will not be entitled to make any claim, whatsoever, against ICSIL under or by virtue of or arising out of this contract nor will ICSIL entertain or consider any such claim for the jobs accepted post empanelment.

4.14 Suspension

ICSIL may by a written notice of suspension, suspend all payments to the empanelled bidder under the contract, if the empanelled bidder fails to perform any of its obligations under this contract provided that such notice of suspension:

- a. will specify the nature of the failure and
- b. will request the empanelled bidder to remedy such failure within specified period from the date of issue of such notice of suspension.

4.15 Confidentiality

The empanelled Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of ICSIL or its clients without the prior written consent of ICSIL.

4.16 Security

- a. The agency will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.
- b. The agency or its deployed personnel, by virtue of working on ICSIL/Client's projects, can't claim any rights on the work performed by them. ICSIL/Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables. All documents, deliverables generated during the tenure of empanelment of the time, will be the property of ICSIL and shall be handed over to ICSIL in both soft as

well as hard copies in two set each. Similar copies (soft as well hard) shall be provided for each version of the document to ICSIL by the firm.

4.17 Indemnity

a. The empanelled agency will indemnify ICSIL and its client organizations of all legal obligations of its professionals deployed for ICSIL projects.

b. ICSIL and its Clients also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

4.18 Termination for Insolvency & Default

Termination for Insolvency

ICSIL may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent or failed to execute the project as per timelines and satisfaction of ICSIL or client department.

Termination for Default

- a. Default is said to have occurred If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by ICSIL.
- b. If the agency fails to perform any other obligation(s) under the contract / work order.

If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from ICSIL (or takes longer period in spite of what ICSIL may authorize in writing), ICSIL may terminate the contract / work order in whole or in part. In addition to above, ICSIL may at its discretion also take the following actions:

a) ICSIL may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate ICSIL for any extra expenditure involved towards support service to complete the scope of work totally.

Section 5: Project Progress :

5.1 ICSIL will constitute a Project Committee (PC) which will:

- a. Define the scope of the project to the bidder.
- b. Assess/recommend the time period and man power efforts for project assignment to the empanelled bidders.
- c. Act as an interface between the bidder and ICSIL user department, if any.
- d. Supervise the project progress until its full implementation. PC will ensure that the assigned job is completed as per the schedules given in the work order. PC would advise the bidder to post additional manpower, free of any additional charge, if there are perceived slippages on the time schedules.
- e. Offer clarifications to the bidder queries vis a vis project objectives.
- f. Recommend release of funds and penalties for delay. For long duration projects the payments will be activity based while for short duration projects (less than 3 months) payments will be released on project completion.

5.2 Penalty for delays

Project assignments to the empanelled bidders will be on the basis of time/cost estimates submitted by the bidders, duly evaluated by the PC and approved by the competent authority. Each project, therefore, will have a definite date of project completion. For any time slippages, the bidders can induct more resources at their cost to meet the time schedules.

Section 6: Payment Terms

- a. For long term projects, phase wise payments will be released by the competent authority and duly recommended by the PC. However, payments for short duration projects (less than 3 months) will be made on project completion on the certification of end user and approval of PC on back to back to basis.
- b. The payments will be released against pre-receipted bills in triplicate in the name of User A/c ICSIL accompanied with end user certification. Payment will be made within 30 days of submission of complete documents on back to back to basis.
- c. Service Tax, or any other tax, as applicable, will be paid extra as admissible under the rules .
- d. TA/DA for outstation job/work in respect of principle consultant (as applicable to the General Manager), for senior consultant(Deputy General Manager), for consultant(Senior Manager) and for Junior Consultant/Technical Writer(Manager) in ICSIL respectively will be reimbursed on production of original documents. Each work order will be considered a project and TA/DA shouldn't exceed 15% of the work order value. However, no TA/DA will be admissible for the work done in Delhi and NCR.
- e. All payment will be made subject to TDS (Tax Deduction at Source) as per the income-tax Act. 1961 and other taxes, if any, as per Government of India rules.

Section 7: General Terms and Conditions

- a. The empanelled bidder will not outsource or sublet the work to any other associate/franchisee/third party under any circumstances. If it so happens, then ICSIL will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
- b. ICSIL may by written notice sent to the empanelled bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for ICSIL's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. ICSIL reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.
- c. In the event of the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with ICSIL, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- d. All panel bidders automatically agree with ICSIL for honouring all aspects of fair trade practices in executing the work orders placed by ICSIL.
- e. The bidder will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed consultants at ICSIL or its clients premises. All equipment will be used only for the purpose of carrying out legitimate business of ICSIL organization and will not be put into any other use.

f. The staff deployed by the vendor will maintain office decorum. They should be courteous, polite and cooperative and able to resolve the users' problems.

g. Intellectual Property Rights: The empanelled Bidder will indemnify ICSIL infringement of third party rights be they under the Patents Acts or the IPR of any.

Section 8: Force Majeure

a. Notwithstanding the provisions of the tender, the Bidder will not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of ICSIL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, the empanelled Bidder will promptly notify ICSIL in writing of such conditions and the cause thereof. Unless otherwise directed by ICSIL in writing, the Bidder will continue to perform its obligations under the contract as far as reasonably practical and will seek all reasonable alternative means for performance not prevented by the Force Majeure event. ICSIL may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

Section 9: Arbitration and Jurisdiction

ICSIL and the bidder 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 general or the special conditions, such dispute will be referred to three arbitrators, one to be appointed by each party and the third to be appointed by the Department of Information Technology, Government of NCT of Delhi, and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators with the consent of parties may modify the time frame for making and publishing the award.

Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings will be held in New Delhi, India.

Section 10: Applicable Law

The work orders will 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. Any default in the terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

Annexure-I: Eligibility Criteria For Bid

Sr No	Criteria	Supporting Documents	Compliance
1	The bidder should be a Company registered under the Companies Act, 1956 or a partnership registered under the India Partnership Act 1932 with their registered office in India for the last five years .	Certificate of Incorporation / Registration	Y/N
2	The bidder shall not be blacklisted by any Central / State Government (Central/ State Government and Public Sector)) or under a declaration of ineligibility for corrupt or fraudulent practices as of 31st January 2012.	A self certified letter by the authorized signatory of the bidder must be submitted on original letter head of the bidder with signature and stamp.	Y/N
3	The responding Company must have on its rolls requisite consulting staff of at least 200 technically qualified personnel (B.E./B.Tech, MCA or MBA) in the area of consulting services.	Certificate from Head (HR) or Company Secretary for number of technically qualified professionals employed by the company and appropriate supporting undertakings like:Name,Designation, ESI, PPF etc.	Y/N
4	The responding Company should have an annual turnover of at least Rs 150 crore in each of the last three financial years namely 2008-09, 2009-10 and 2010-11	Copy of the Audited Profit and Loss Account/ Balance Sheet/ Annual Report of the three financial years.	Y/N
5.	The bidder should have completed three e-Gov.	Copy of Work Order/LOI to be attached.	Y/N

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	consultancy jobs of value more than 25 lacs each in the last 3 years.		
6.	Certificates of satisfactory completion of se-Gov consulting firms in Govt./PSU/Corporate in Delhi. as stated above at sn. 5.	From the Deptt. To be attached.	Y/N
7.	Should have an office in Delhi/NCR or is willing an office in Delhi.		Y/N