

**INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED
ADMINISTRATIVE Building, 2nd FLOOR,
ABOVE POST OFFICE,
OKHLA INDUSTRIAL AREA, PHASE-III,
NEW DELHI-110 020.**

TENDER No: ICSIL/2011-12/PTU/web-based counselling/ Dated: 20.07.2011

INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED (ICSIL), NEW DELHI, invites Tender from reputed established and reliable IT Organizations having sufficient experience, financial base and infrastructure for **undertaking “Online Counseling Services”** as per Terms & Condition and Scope of Work given in the Tender.

2. The Request for Proposal (RFP) document containing details of the tender including pre-qualification criteria, requirements, scope of work, terms and conditions, response formats etc. may be downloaded from the web-site of ICSIL i.e. <http://www.icsil.in>

3. The Tender time lines are as under :

Last date for submission of Bid : 29.07. 2011 by 3:00 PM

Opening of Technical Bids : 29.07.2011 at 3:30 PM

Venue of submission and opening of Bids is:

INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED
ADMINISTRATIVE Building, 2nd FLOOR,
ABOVE POST OFFICE,
OKHLA INDUSTRIAL AREA, PHASE-III,
NEW DELHI-110 020.

Section-I : Invitation for Bids

About ICSIL :

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. From 1987, the year of its inception, it has provided exemplary service in the IT sector, specializing in providing complete solutions in computerization, networking and telecommunication. With a well focused vision and a global mission, ICSIL look at greener pastures across the globe.

1. This invitation to Tender is for Design, Development, Customization and operationalisation of Web-based counseling process for Punjab Technical University (herein referred as Client), Jalandhar, Kapurthala Road, for the Academic Year 2011-12.
2. Tenderers are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications. The Tender should be submitted as per Clause (1) of Section-II of the document not later than the date and time laid down.
3. All bids must be accompanied by a **Bid Security of Rs.10,000 (Rupees Thousand Only)**. The bid security shall be in the form of Bank Draft or in the form of Bank Guarantee. The Bid Security in original shall reach to ICSIL before the closing date & time of the tender. The Bid Security in the form of Bank Guarantee should be submitted as per the format given at Section-VI, Appendix-A.
4. **Schedule for Invitation to Tender:**
Last date for submission of Bid : 29.07.2011 by 3:00 PM
Opening of Technical Bids : 29.07.2011 at 3:30PM

5. **Venue of submission and opening of Bids:**

INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED
ADMINISTRATIVE Building, 2nd FLOOR,
ABOVE POST OFFICE,
OKHLA INDUSTRIAL AREA, PHASE-III,
NEW DELHI-110 020.

- Note: 1. **ICSIL** shall not be responsible for any delay/ non-receipt / non-delivery of the Bid documents due to any reason whatsoever.
2. The Terms & Conditions of the Tender are binding on all intending bidders. Any deviation to Technical or Commercial Bid or Terms & Conditions of the Tender shall not be accepted by ICSIL.
3. Terms & Conditions imposed by the bidders either in printed forms or otherwise will not be considered and accepted.

This document was created using
Smart PDF Creator

To remove this message purchase the
product at www.SmartPDFCreator.com

Section II – Eligibility and General Instructions to Tenderers

1. Procedure for Submission of Bids

1.1 It is proposed to have a Two Bid System for this tender:

1.1.1 Technical Bid

1.1.2 Commercial Bid

The bidder should submit the bids in two parts –“Part-I Technical Bid” & “Part-II Financial Bid”. In case, a bidder is found not suitable on evaluation of Technical Bid, his financial bid will not be opened.

2. Processing Fee

2.1 The Tenderer shall deposit Processing Fee of Rs.5,000/- (**Rupees Five Thousand only**) in the form of Bank Draft valid for a period of six months in favour of **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI. The processing fee is non-refundable.**

3. Contents of the Tender Document

3.1. The Scope of Work, Tender Procedures and Contract Terms are described in the Tender Document. In addition to **Section I - Invitation for Bids**, the Tender Document includes:

- a) **Section II – Eligibility and General Instructions to Tenderers;**
- b) **Section III –Scope of Work;**
- c) **Section IV – Special Terms & Conditions**
- d) **Section V – Contents of Bid**
 - i) **Annexure-A i.e. Technical Bid Particulars of Tenderers**
 - ii) **Annexure-B i.e. Technical Bid Qualifying Criteria**
 - iii) **Annexure-C i.e. Commercial Bid Format**
- e) **Section VI - Proformas**
 - i. Bank Guarantee Proforma for Bid Security Form (**Appendix A**)
 - ii. Bank Guarantee Proforma for Contract Performance Guarantee (**Appendix B**)
 - iii. Contract Form (**Appendix C**)

3.2 The Tenderer is expected to examine all instructions, forms, terms & conditions, and scope of work in the Tender Document and furnish all information as stipulated.

4. Amendment of Tender Document

4.1 At any time prior to the last date for receipt of bids, the client, may, for any reason, whether at its own initiative, modify the Tender Document by an amendment.

4.2 The amendment will be notified on the **web-site of ICSIL i.e <http://www.icsil.in>**

5. Documents Comprising the Bids

The bid prepared by the Tenderer shall comprise of the following components:

6. **Technical Bid** – The Technical Bid shall comprise of the following:

i. **Bid Security**

ii. **Processing Fee**

iii. **Technical Bid Particulars of Tenderers**

iv. **Section V - Technical Bid Qualifying Criteria**

7. **Commercial Bid:**

7.1 The Commercial Bid must be submitted in the format given at **Annexure-“C” of Section-V.**

7.2 Tenderers should enclose with their bids, full details of all the Equipment and Services including manpower being offered with relevant documentation. All documentation is required to be in English.

8. Bid Prices

8.1 The prices quoted shall be inclusive of transportation charges and all other expenses including but not limited to those related with the visits of Tenderer's Personnel in connection with the IT Maintenance services and other Services during the contract period.

9. Firm Prices

9.1 Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever.

9.2 **The Commercial bid should clearly indicate the price to be charged as per Commercial Bid Format** without any qualifications whatsoever and should indicate separately all taxes (VAT, service, etc.), duties (excise & customs, etc), octroi, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.

10. Bid Security (EMD)

10.1 The bid security is required to protect the Client against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to Clause 10.4.

10.2 The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee or in the form of Bank Draft issued by a Nationalised / Scheduled Bank in favour of **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI. The Bank Guarantee shall be valid for 45 days beyond the validity of the Bid i.e. total 225 days from hosting of the Tender on the web-site of the Client Deptt. failing which the Bid will be rejected. However, this condition is not applicable where Bank Draft is being submitted.**

10.3 The successful Tenderer's bid security will be discharged upon the Tenderer executing the Contract and furnishing the performance security, **No interest will be paid by the the Client on the Bid security amount.**

10.4 The bid security may be forfeited:

- a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer in the Bid; or
- b) in the case of a successful Tenderer, if the Tenderer fails;
 - i. to sign the Contract or
 - ii. to furnish performance security

11. Period of Validity of Bids

11.1 Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the Client.

11.2 The Client may request the Tenderer's for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of bid security provided under **Clause 10** shall also be suitably extended.

11.3 **Validity of Rates** will be applicable to the entire contract period of one year.

12. Local Conditions

12.1 It will be imperative for each Tenderer to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents.

12.2 It is the responsibility of the Tenderer that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Client and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Client on account of failure of the Tenderer to appraise themselves of local laws and conditions.

13. Eligibility Criteria

1. The bidder must have (I) at least three years experience of software development of web-based application. Out of which at least three projects should have been completed and implemented successfully for a University. Documentary evidence by way of completion certificate should be produced in support of experience and performance.
2. The company / Firm must have average turnover of not less than Two Crore rupees for last three financial years (2008-09, 2009-10, 2010-11) exclusively from software development and facility management services and should produce balance sheets of the relevant periods certified by a Chartered Accountant.
3. The firm shall not assign, transfer or sublet or attempt to assign, transfer or sublet, whether wholly or in part, any portion of the work to any other entity without prior approval of ICSIL.
4. Should be a company registered in India and should be in existence for minimum of Three years (Attach Certificate of Incorporation and MOA of the company)
5. Should have established office in Delhi or NCR. (Attach Proof).
6. Should have a valid Service Tax registration (Attach Proof) number and PAN in the name of the company (attach proof).
7. Should have necessary infrastructure in terms of manpower and machinery to execute said work
8. Should be a Profit making Company. Attach Balance Sheet showing Net Profit after deducting all taxes and liabilities.
9. Should be an ISO certified company.
10. Should have tie-up with atleast one bank for on-line payment gateway.

14. General Instructions to Tenderers

1. Delay by the contractor in the performance of the obligations under the contract shall render the vendor liable for any or all the following sanctions:

- a. Forfeiture of its performance security, imposition of liquidated damages and / or termination of contract for default as detailed hereunder:
 - b. If, at any time during the performance of the contract the vendor encounters conditions impeding timely delivery of the goods and the performance of services, the vendor shall promptly notify the client in writing of the facts of the delay, its likely duration and its cause(s). The Client shall evaluate the situation and may, at its discretion, extend the time for the performance in which case the extension shall be ratified by an amendment.
2. This is a turnkey project. ICSIL will not be responsible for any other payment to the bidder other than the quoted in the Bid.
 3. All the necessary arrangements such as transportation, creation of facility etc will be done by the successful bidder at no extra cost.
 4. **Payment shall be released on back to back basis on actual basis. The Bill in triplicate shall be raised by vendor along with details of work done during the month duly verified by the client. No advance payment will be released.**
 5. The client will provide the site and electricity. Successful bidder will have to arrange and install their own equipment required to execute said work like PC, Scanners, Server, Generator, fuel etc at no extra cost to the client.
 6. **In case the firm does not complete the work with the stipulated period, Liquidated damages will be charged @2% of the total cost of the project per month for the delayed period and maximum 10% of the total cost of project.**
 7. Operational training of the software developed shall be imparted free of cost to the client Team at designated location during the contract period.
 8. Operational support for one year i.e upto contract period will be provided free of cost by the service provider.
- 15. Address for Correspondence**
The bidder shall authorize and designate one person and the official mailing address, place and fax number to which all correspondence shall be sent by the Client.
- 16. Opening of Technical Bids by The Client**
ICSIL will open the **Technical Bid** on the decided date & time in the presence of the representatives of the firms who choose to attend.

17. Evaluation of Bids

- 17.1 The Technical Bid will be opened by the Technical Evaluation Committee and evaluated.
- 17.2 However, ICSIL reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Tenderers of any such change. ICSIL has the right to seek any clarification from the bidders.

18. Evaluation of Technical Bids

In this part, the technical bid will be reviewed for determining the eligibility of the Tenderer for the Project and to ascertain Compliance of the Technical bids with the Tender terms and conditions, technical requirements and scope of work as defined in this tender. Bids that are technically qualified would be taken up for opening of commercial bid and evaluation.

19. Opening of Commercial Bids

ICSIL will open the Commercial Bids of only those firms who qualify in the Technical Bid. The Bid will be opened in the presence of the representatives of the Tenderers who choose to attend, on the time and date and venue as decided by ICSIL.

20. Evaluation of Commercial Bids

- 20.1 The commercial bids shall be evaluated by a Committee constituted for opening the Commercial Bid. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 20.2 **Commercial bids will be evaluated on the basis of total price of all items as given at Sl. No. 4 of Commercial Bid Format and not on the basis of individual items (Annexure-C, Section-V).**
- 20.3 **This is clarified that ICSIL will not entertain any deviation in the Technical as well as Commercial Bid either in the form of pre-printed material or otherwise. ICSIL will stick to the Terms & Conditions as laid down in this Tender Document.**

21. Post Qualification and Award Criteria

- 21.1 ICSIL will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in commercials, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- 21.2 This determination will take into account the Tenderer's financial, technical, implementation and post-implementation strengths

and capabilities. It will also include examination of the documentary evidence submitted by the Tenderer as part of the bid as well as such other information as ICSIL deems necessary and appropriate.

- 21.3 ICSIL is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.

22. Notification of Award

- 22.1 Prior to the expiration of the period of bid validity, ICSIL will notify the successful Tenderer in writing, that its bid has been accepted.

- 22.2 The notification of award will constitute the formation of the Contract.

23. Upon the successful Tenderer's furnishing of performance security, ICSIL will promptly notify each unsuccessful Tenderer and will discharge its bid security, pursuant to **Clause 10 above**.

24. Signing of Contract

At the same time as ICSIL notifies the successful Tenderer that its bid has been accepted, the successful Tenderer shall sign and date the Contract within 15 days of notification of the award.

25. Performance Security

- 25.1 Within 15 days of the receipt of notification of award from ICSIL, the successful Tenderer shall furnish the Performance Security to ICSIL in the form of Bank Guarantee for an amount of Rs.3,00,000/- (Rupees Three Lakhs only) in the Contract Performance Guarantee Bond prescribed at **Appendix-"B" of Section VI. The validity of Performance Security shall be beyond 60 days of the expiry of the contract period.**

- 25.2 Failure of the successful Tenderer to comply with the requirement of **Clause 24 or Clause 25** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event ICSIL may award the Contract to the next best evaluated bidder or call for new bids.

26. Confidentiality of the Document

Any information obtained by the tenderer through discussions with the client department in addition to the contents of this tender would be treated as **confidential** and shall not be disclosed in any manner, whatsoever.

27. Stipulated Time Schedule

- 27.1. The key milestone dates ("critical dates") as anticipated by ICSIL are as under:

Activity	Time lines for completion
Mobilization of resources i.e manpower and machinery at the designated sites	Within one week from the date of award of the contract
Designing of web-based portal and Development of Software for web-based counseling management system	Within two weeks of the date of award of the contract
User Acceptance Testing	Within four weeks from the date of award of the contract
Training to the end-users	Fifth week from the date of award of the contract
Rollout and acceptance of the system and final Sign off (As per time schedule assigned by PTU)	Within Eight weeks from the date of award of the contract

28. Time is of the essence

28.1. Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the Tenderer by the specified completion date.

29. Governing Law

This Contract shall be governed in accordance with the laws of India.

30. Jurisdiction of Courts

The courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to this Contract.

31. Compliance with Laws

The Tenderer shall comply with the laws in force in India in the course of performing this Contract.

32. Modification

32.1. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

33. Payment Schedule:

A. Online Counseling Services

The payment shall be made in the following phases:

- i) 50% amount to be released after declaration of First Phase Result for each course.
- ii) 25% after declaration of Second Phase Result for each course.
- iii) 25% after successful completion of all phases of counseling for each course.

The above payments shall be released to the Tenderer on back to back basis i.e. after receiving full payment from the client department where the work is being carried out. The Bill in triplicate shall be raised by vendor along with details of work done. A certificate from the concerned competent authority is to be submitted along with the Bills stating that the said work has been completed satisfactory. Failing which release of said payment will not be processed. No advance payment will be released.

34. Currency of Payment

34.1. Payment shall be made in Indian Rupees only.

35. Deductions:

All payments to the Tenderer shall be subject to the deductions of tax at source under Income Tax Act, and other taxes, and deductions as provided for under any law, rule or regulation. All payments to the Tenderer shall be made after making necessary deductions as per terms of the Contract.

36. Information Security

36.1 The Tenderer / Tenderer's Team shall not carry any written/printed document, layout diagrams, floppy diskettes, hard disk, storage tapes, other storage devices or any other goods /material proprietary to Client into /out of the Client Location(s) without written permission from the Client.

36.2 The Tenderer / Tenderer's Team shall not destroy any unwanted documents, defective tapes/media present at the Client Location(s) on their own. All such documents, tapes/media shall be handed over to the Client.

37. Ownership and Retention of Documents

Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Client, the Tenderer shall deliver to the Client all Documents and software provided by or originating from the Client and all Documents and software produced by or from or for the Tenderer in the course of performing the Services, unless otherwise directed in writing by the Client at no additional cost. The Tenderer shall not, without the prior written consent of the Client store, copy, distribute or retain any such Documents. **The Tenderer shall handover in a media**

(two sets) to the Client, the complete source code of the software developed.

38. Key Performance Measurements

- 38.1 Unless specified by the Client to the contrary, the tenderer shall perform the services as per best Industry practices and deliver the goods, perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and other requirements as laid down in this Tender.
- 38.2 ICSIL reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.

39. Reporting Progress

- a. Tenderer shall monitor progress of all the activities related to the execution of this contract and shall submit to the Client, at no extra cost, **progress reports** with reference to all related work, milestones and their progress during the implementation phase on a **monthly basis**.
- b. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Tenderer shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. All time and cost effect in this respect shall be borne, by the Tenderer unless otherwise expressly provided in the Contract.

40. Force Majeure

- i. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- ii. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event.
- iii. In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

SECTION –III

SCOPE OF WORK

The Tender is for providing Turnkey solutions for conducting Online Counseling for the Client Department i.e. Punjab Technical University (PTU), Ludhiana (hereafter referred as The Client) which would be helpful in managing all steps of counseling in a simple and efficient manner and save university from hassle's of counseling for the courses mentioned below:

- i) M. Tech. part time and full time.
- ii) M. Pharma part time and full time
- iii) LEET B. Tech (For direct entry)
- iv) Pharmacy
- v) Tech. – Bio Technology
- vi) Tech. Architecture

Detailed Scope of Work is as under :

A. Online Counseling Services

1. Design , Development and maintenance of PTU website/portal
2. Online Registration through Website & digitized form submission
3. Student Zone with specific login shall be provided to students to edit/update personal details and check updates.
4. Online choice filling and Result declaration, Merit Generation as per university norms, preparation of result based on choice filling and merit position, allotment of seat, re-allotment of seat after up gradation, arrangement of manual counseling for the seats not filled-up through online counseling, etc. for all admissions
5. Online verification of students and intranet to institutions, reporting of students to Respective Institutions Via dedicated Institute Intranet, Distributed Report Collection Centers
6. Setting up of Coordination office at University : Setting up of coordination office at the university premises with employees including computers, LAN set-up and internet / Wi-fi connectivity for complete counseling support
7. Web Portal Development : Dedicated Web Portal for PTU counseling with world class security features and upto 20 mbps Bandwidth support
8. Servers for Data handling, Application support, web server support, collocation server support, firewall, routers, call centre setup and other hardware and software support.

9. Online Fee Collection & Financial Process: Cash deposit in PNB/AXIS/HDFC, E cash coupon, credit card/debit card including sale, Collection & Reporting, mobile payment gateway etc.
10. Unlimited SMS support for better student Co-ordination
11. Implementation of Help Line Call Center(5 Seater Call centre Support) with latest IVR and call monitoring facilities
12. Creation of Information centers in the State: Setting up various Information centers across the state with all support facilities, as required.
13. Creation of Primary Help Desk Centers in Jalandhar: Setting up of Primary Help desk centre with computers, Internet, etc and manpower for handling region wise coordination with the candidates as per requirement
14. Conducting Seminars across districts of state and distributing information regarding the whole counseling process as per requirement
15. Grievance Management System; for better student query handling and response management
16. Registration on Counseling Portal to increase the number of leads for better image and web presence
17. Manpower to support for the above mentioned activities To provide help/support service for admission, Counseling, refunds, etc to students and parents through phone, e-mail, etc.
18. In addition to the space for call centre and basic amenities and facilities, all infrastructure requirements for the support office like Electricity, utilities, etc would be provided by PTU at some of its University premise or prominent colleges. Maintenance of all such centers would be done by Tenderer. All required manpower and services would be provided by Tenderer for the tasks mentioned.
19. General terms submitted in the bid by Tenderer "Project Report" shall apply. All related MIS Reports to the PTU and Institutes to be provided by Tenderer.
20. Maintain Counseling and Reports Intranet for all Institutes, universities, department and all Principals, employees and owners.
21. Any other work which may be relevant and under the purview of registration, counseling and Payments gateway solutions.

Data Back up

Vendor has to maintain back-up of data on regular basis till the expiry of the contract. In case of any failure or data loss it'll be responsibility of

vendor to provide the data. The Client can ask for recovery of data at any point of time.

Other Instructions :

Vendor will maintain the confidentiality of the data and information. In case it is found that information is leaked, then the Client may take any legal action against the vendor as deemed fit.

1. Accessible over the Internet, WAN or LAN

Should be complete interactive web based solution to access internet, WAN or LAN through a standard web browser. Authorized users should be able to login securely and access information from any where at any time using a standard web browser.

2. Multi-Domain functionality

Create independent domains for users of different branches/offices to organize documents according to their functions. Assign users to access to multiple domains.

3. Detailed Audit Reports

At any time, system administrator can review comprehensive system audit reports containing precise and detailed information about all domain activities and resource usages. Trace every system event or operation to its exact origin to ensure strict compliance with regulatory standards.

4. Low Startup Cost

Should be an affordable web driven solution that doesn't require expensive services, support, networking or user training.

5. Administration

1. The Admin module should support Users/Groups/Role definition and granting Access Rights to them and set password expiries
2. The Admin module should provide easy to use interface for Index structure definition that can be used by different users
3. The Admin module should provide interface for purging old audit trail and do selective logging i.e. select the system or application features for, which the audit trails have to be generated.
4. The Admin module should provide facility to take complete and incremental backups.

7. Reports and Audit Trails Features

1. The System should support extensive Reports and audit trails
2. The system should support Extensive Audit-trails at all levels
3. The system should provide facility to generate Audit trails on separate actions, and between specific date/times
4. The system should support extensive reporting facility at document, folder and user level.
5. The System should have audit trail to maintain history of all transactions performed on the system.
6. The system should give flexibility to administrator to do selective logging i.e. suspend and resume audit trail generation for specific system and user activities.
7. The application should log all the actions done by individual users with user name, date and time and the administrator should be able to generate detailed audit logs and history of the process instance.

8. Monitoring and Tracking

1. The System should be able to keep track of the status, the date/time the jobs are started and ended, the creation and archival date of the documents.
2. The system should have inbuilt monitoring and diagnostic tool for monitoring of logs, versions and important services.

9. RESPONSIBILITIES OF PTU

1. Tie-up for gateway with a bank will be arranged by the University and due authorization shall be provided to Tenderer for implementation of all required gateways like bank to bank transfer, etc at PTU's portal. All fee payments such as registration/exam/course fees etc. from the students or from respective Colleges/Institutions will be received in the Bank account maintained at designated bank specified by the University.
2. PTU shall provide required space and working area to Tenderer inside the University premises for setting up its office, call center, data center, front desk, etc. This location will be provided free of cost and no rent shall be charged till the validity of the agreement.
3. Electricity, water and other establishment has to be provided by the university as per the requirements placed by Tenderer and due usage charges, if applicable, shall be paid by Tenderer at the University rates.
4. **The result declared and merit generated by ICSIL for filling-up of seats shall be verified and finally approved by the PTU.**

SECTION - IV

A. SPECIAL TERMS & CONDITIONS

1. **The bidders are required to quote their lowest rates per candidate for On-line Counseling Services only.**
2. The space, furniture and electricity will be provided by the Client, free of charges.
3. The Rates so quoted should be valid for 180 days.
4. If the bidder is already doing said work in any Government University/Institution, name, address and telephone number of concerned person may be mentioned.
5. The Client reserves the right to deny entry to any staff member of the bidder, if so deemed appropriate by it.
6. The successful bidder shall not depute any such person in Client Deptt. who is party to litigation against the client.
7. No person engaged by the bidder shall claim any right of employment contractual or otherwise –with the Client Deptt.
8. The Client will not be answerable for the terms and conditions of employment of the staff engaged by the bidder.
9. The bidder will ensure that the staff engaged is disciplined and maintains full decorum.
10. The hardware is to be installed by the bidder and once installed; it will not be allowed to be taken away by the bidder, without express permission from the Client Deptt.
11. In Client's premises, no other work as assigned under the project shall be undertaken by the bidder.
12. Continuance of the contract shall be subject to satisfactory performance of the bidder and it may be cancelled at any time without assigning any reason for the same. The decision of the competent authority of the Client, in this regard, shall be final and binding.
13. The web services should be available on 24*7 basis through the web-portal/web-site of the Client. There should be dedicated bandwidth connectivity for meeting the requirement.
14. Complete secrecy and confidentiality is required to be maintained by the bidder and his employees.

15. The bidder shall not be allowed to take away any file / record etc, either in the shape of hard copy or soft copy and the work is to be carried out in the CLIENT premises itself.
16. The bidder shall develop software and supply two copies of the documents (SRS) in hard copy along with the source code. The bidder has to develop the software specific to the CLIENT needs for on-line counseling.
17. The CLIENT will have copyright on the product, format, concept layout and design. The CLIENT will have exclusive rights to use it anywhere, in any manner.
18. Time is the essence of the contract and the bidder shall adhere to the time schedule and deadline as prescribed by the CLIENT for execution of the work.
19. On the completion of the work, the bidder shall hand over the data to this Department which shall become the property of the CLIENT.
20. Licensed copy of the application software and database design as may be developed by the bidder or its employees for and during execution of the work shall vest in the CLIENT and the bidder shall execute necessary documents for the same and also get an assignment from its employees, in favour of the CLIENT.
21. The bidder will ensure that the space provided to it by the CLIENT is not misused in any manner.
22. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
23. The CLIENT, in its discretion, reserves the right to reject or accept any or all the tenders partly or completely at any time without assigning any reason thereof.
24. An agreement will be executed by the bidder with ICSIL, on the agreed terms & conditions.
25. The CLIENT will deal with the bidder directly and no middlemen / agents /commission agents etc. should be asked by the bidders to represent their cause and they will not be entertained by the CLIENT.

26. In the event of premature termination of Contract, ICSIL shall be entitled to forthwith forfeit the security deposit either full or in part apart from taking such other legal remedies, as are available under law and deemed necessary in the circumstance of the case. The bidder shall thereupon forthwith remove all its equipments and material and hand over the judicial and other records, which are in its possession.

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of the contract shall supplement the eligibility and general instructions, scope of work, scope of web-site design/development work and special terms and conditions and wherever there is conflict, the provisions herein shall prevail over those in section I to IV.
2. The work will be accepted only after quality assurance tests /checks are carried out by authorized person of THE CLIENT.
3. ICSIL reserves the right to disqualify such bidder who has a record of not meeting contractual obligations against earlier contracts entered into with the ICSIL.
4. ICSIL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds or ICSIL can take any action such as forfeiture of EMD, security deposit etc. on the complaint of the Client.
5. Any clarification issued by ICSIL, in response to query raised by prospect bidders shall form an integral part of bid documents and it may amount amendment of relevant clauses of the bid documents.
6. The bidder shall be charged liquidated damages at the rates as defined in Para 14 Sub-Para (1) of section II i.e. **Eligibility and General Instruction to Tenderer** for any delay in the key job entrusted to the bidder beyond the scheduled deliver / installation commissioning period.

SECTION -V**CONTENTS OF BIDS**

The Tenderers are required to submit a Technical and Commercial bid in response to this tender exactly as per the prescribed format. This section provides the outline, content and the format that the Tenderers are required to follow in the preparation of their bids. Bids not adhering to prescribed format shall be rejected.

ANNEXURE – “A”

TECHNICAL BID Particulars for TENDER No: No: ICSIL/2011-12/PTU/web-based counseling, Dated: 20.07.2011

1	Name of the Tenderer	
2	Address of the Tenderer	
3	Tenderer's bid number and date	
4	Name of the person to whom all references shall be made regarding this tender	
5	Designation of the person to whom all references shall be made regarding this tender	
6	Address of the person to whom all references shall be made regarding this tender	
7	Telephone No. (with STD Code)	
8	E-Mail of the contact person:	
9	Fax No. (with STD Code)	

Signature

Name

Designation

Company

Date

SECTION -V

ANNEXURE –“B”

TECHNICAL BID QUALIFYING CRITERIA

S.No	Eligibility Criteria	Compliance by the bidder Yes or NO	Reference page no. of the document submitted by the bidder as a proof
1	Whether company registered under Company Act in India and is in existence for last 3 years (Attach Certificate of Incorporation and MOA of the company)		
2	Whether having established office in Delhi or NCR. (Attach Proof).		
3	Whether having valid Service Tax and VAT registration (Attach Proof)		
4	Whether having necessary infrastructure in terms of manpower and machinery to execute said work. Attach documentary proof.		
5	Whether it is a Profit making Company. Attach Balance Sheet showing Net Profit after deducting all taxes and liabilities.		
6	Whether having (I) at least three years experience of web-site development and online counseling of student for admission to various courses. Attach proof.		
7	Whether an ISO certified company. Attach proof		

8.	Whether having tie-up with a Bank for on-line payment gateway. Attach proof.		
8	Whether EMD of Rs.10,000/- valid up to 225 days submitted.		
9	Whether Processing fee of Rs.5000/- submitted		
10	Annual Turnover for past three years : a. 2008-09 b. 2009-10 c. 2010-11 Submit balance sheets certified by a Chartered Accountant.		
11	Undertakes that all Terms & Conditions of the Tender are acceptable and there is no deviation to Technical as well as Commercial Bid.		

SECTION -V

ANNEXURE – “C”Tender No: ICSIL/2011-12/PTU/web-based counseling, Dated: 20.07.2011COMMERCIAL BID FORMAT

S. No.	Description	Rate per Student (in Rs.)
A. Online Counseling Services		
1	Rate applicable for online counseling services for participating candidates per registration. It shall be based on number of candidates who have submitted their registration /Prospectus/participation fee. Rate should be quoted for per student for all services as per Clause-“A” i.e. “On-line counselling services” as defined in the Scope of Work under Section-III.	
2	Taxes, if any : Rate %age	
4	Total Project Value in Rs. (1+2)	

VALIDITY OF OFFER

This offer shall remain valid for a period of one year subjected to following conditions:

1. ICSIL reserves all the right to terminate the contract if there are any guidelines/orders from Government authorities against the continuation of this work or counseling.
2. ICSIL reserves all right to terminate the contract if any statutory/mandatory orders of circumstances are against the contract.

SECTION-VI

Tender No: ICSIL/2011-12/PTU/web-based counselling/ Dated: 20.07.2011

APPENDIX-A : BID SECURITY FORM

Whereas _____
(hereinafter called 'the Tenderer') has submitted its bid dated dd/mm/yyyy for **undertaking "Online Counseling Services"** (hereinafter called "the Bid") to **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI.**

KNOW ALL MEN by these presents that WE _____ of _____
(hereinafter called "the Bank") are bound unto the **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI** (herein after called "the Client") to the sum of Rupees _____ for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these present.

Sealed with the Common Seal of the said Bank this _____ day of _____ 2011.

THE CONDITIONS of this obligation are:

If the Tenderer, withdraws its Bid during the period of bid validity specified by the Tenderer on the Bid Form; or

If the Tenderer, having been notified of the acceptance of its bid by the Client during the period of bid validity,

1. fails or refuses to execute the Contract Form, if required; or
2. fails or refuses to furnish the Performance Security, in accordance with the instructions to Tenderers;

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank with Seal)

SECTION – VI

No: ICSIL/2011-12/PTU/web-based counselling/ Dated: 20.07.2011

APPENDIX B : PROFORMA OF PERFORMANCE BANK GUARANTEE

Ref: _____

Date :

Bank Guarantee No:.

To

**The Managing Director,
ICSIL Intelligent Communication Systems India Ltd.
Administrative Building, 1st Floor,
Above Post Office, Okhla Indl. Estate, Ph.-III,
New Delhi -110020.**

1. Against contract vide Advance Acceptance of the **TENDER No: _ICSIL/2011-12/PTU/web-based counselling/ Dated: 20.07.2011** covering “**undertaking Online Counseling Services**” (hereinafter called the said 'contract') entered into between the **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI** (herein after called "the Client") and _____ (hereinafter called the **Bidder**) this is to certify that at the request of the BIDDER we _____ Bank Ltd., are holding in trust in favour of the Client, the amount of _____(write the sum here in words) to indemnify and keep indemnified the Client against any loss or damage that may be caused to or suffered by the Client by reason of any breach by the bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Client, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the bidder and the amount of loss or damage that has been caused or suffered by the Client shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the The Client.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the bidder i.e till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the

Client before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Client.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Client.
4. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Client shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the bidder from time to time or to postpone for any time or from time to time any of the powers exercise-able by the Client against the said bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said bidder or for any forbearance by the Client to the said bidder or for any forbearance and or omission on the part of the Client or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

Date:

Signature

Place:

Printed Name

Witness

(Bank's common seal)

SECTION-VI

Tender No: ICSIL/2011-12/PTU/web-based counseling, Dated: 20.07.2011

APPENDIX "C"

CONTRACT FORM

THIS AGREEMENT made the day of _____ 2011 AMONG The President of India acting through the **Managing Director, INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI** (hereinafter referred to as Client) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

The Party _____ (hereinafter referred to as the **bidder**) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted _____ assigns having its registered office at _____ of the Second Part.

Each individually referred to as the "Party" and collectively as "Parties" .

WHEREAS

- a. The Client had invited bids *vide* their **TENDER No: ICSIL/2011-12/PTU/web-based counseling, Dated: 20.07.2011** hereinafter referred to as 'Tender' for "**undertaking Online Counseling Services**".
- b. The bidder had submitted its proposal dated _____ (hereinafter referred to as the Bid') for the provision of such systems and services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender and this Contract.
- c. The Client has agreed to appoint the bidder for the provision of such systems and services and the bidder has agreed to provide Goods and Services as are represented in the Bid, including the terms of this Contract, the Annexure and Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work and the contract.
- d. In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, for implementation of this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Scope of Work
 - (b) the Terms & Conditions of Contract:
 - (c) The Client's Notification of Award.
- (a) In consideration of the payments to be made by the The Client to the bidder as herein after mentioned, the bidder hereby covenants with the The Client to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- (b) The Client hereby covenants to pay the bidder in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered

For and on behalf of: **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI (the The Client)**

By: _____

In the presence of: _____

Signed, Sealed and Delivered

For and on behalf of: _____ **(the bidder)**

By: _____

In the presence of: _____