

**Intelligent Communication Systems India Ltd. (ICSIL)**

**Intelligent Communication Systems India Ltd. (ICSIL) (Joint Venture of TOIL - A Govt, of India Enterprise & DSIIIDC- An Undertaking of Delhi Govt.) Administrative Building, 1<sup>st</sup> Floor, Above Post Office, Okhla Industrial Estate, Ph.-III, New Delhi -110020 Phone: 26929051, 26830338, Fax: 26830347, e-mail: [info@icsil.in](mailto:info@icsil.in), [www.icsil.in](http://www.icsil.in)**

**TENDER NOTICE**

**TENDER NO.-F (1)/ICSIL/DUSIB-BIO-METRIC/2012-13, DATED: 26<sup>TH</sup> MAY 2012**

Sealed Quotations are invited from IT firms /companies having relevant expertise, experience and technical knowhow to implement bio-metric solutions. Tender document containing terms & conditions are enclosed herewith. Last date for submission of tender is 09.06.2012 by 2:00 PM. ICSIL reserves the right to reject the whole or any part of the tender without assigning any reason.

(G K Nanda)  
MD, ICSIL

**Intelligent Communication Systems India Ltd. (ICSIL)**

**Intelligent Communication Systems India Ltd. (ICSIL) (Joint Venture of TOIL - A Govt, of India Enterprise & DSIIDC- An Undertaking of Delhi Govt.) Administrative Building, 1<sup>st</sup> Floor, Above Post Office, Okhla Industrial Estate, Ph.-III, New Delhi -110020 Phone: 26929051, 26830338, Fax: 26830347, e-mail: [info@icsil.in](mailto:info@icsil.in), [www.icsil.in](http://www.icsil.in)**

TENDER NO: F (1)/ICSIL/DUSIB-BIO-METRIC/2012-13, DATED: 26TH MAY 2012

**BID DOCUMENT**

**FOR**

**CREATION & MAINTANACE OF DATABASE USING BIO-METIRIC SOLUTIONS.**

**Table of Contents**

<b><u>Sr. No</u></b>	<b><u>Description</u></b>	<b><u>Page No.</u></b>
1.	Tender timelines	4
2.	Section – I (Information to Firms)	5-7
i.	Introduction	5
ii.	Eligibility Criteria	5-6
iii.	Preparation of Proposal	6
iv.	Technical Proposal, Financial Proposal & Earnest Money Deposit	6
v.	Submission, Receipt and Opening of Proposal	7
vi.	Proposal Evaluation	7
vii.	Award of Contract	7
viii.	Confidentiality	7
3.	Section – II	8-11
i.	Terms & Condition (Scope of Work)	8
ii.	Management Software & Support Services	9
iii.	Detail of Bio-Metric Work during Survey	9
iv.	Post Survey Activity	10-11
4.	Section – III	12-19
	Contents	
i.	Standard Form of Contract	12-13
ii.	General Conditions of the Contract	14-19
	Annexure A	20
	Annexure B	21-22

**Intelligent Communication Systems India Ltd. (ICSL)**

**Tender Timelines**

<b>1</b>	Issued To	<b>M/s</b> _____ _____ _____ _____
<b>2</b>	Last Date & Time of submitting the bid	<b>09/06/2012 by 2.00 PM</b>
<b>3</b>	Date and time of opening of Technical Bids	<b>09/06/2012 At 3:00 PM</b>
<b>3</b>	Date and time of opening of Commercial Bids	<b>11/06/2012 At 4:30 PM</b>
<b>4</b>	Venue of Opening of Tender	<b><i>Administrative Building, 1<sup>st</sup> Floor, Above Post Office, Okhla Industrial Estate, Ph.-III, New Delhi – 110020</i></b>

**SECTION 1: (INFORMATION TO FIRMS)**

**INTRODUCTION**

- 1.1 ICSIL will select a company/ firm in accordance with the method of selection indicated.
- 1.2 The firms are invited to submit a Financial Proposal, for services given in the Term and Reference. The Proposal will be the basis for award of contract and signing of contract with the selected firm.
- 1.3 The firms must familiarize themselves With local conditions and take them into account in preparing their Proposals.
- 1.4 The Client will provide any inputs desired by the bidder for preparation of the bid.
- 1.5 Please note that (i) the costs of preparing the proposal, including a visit to the Client, are not reimbursable; (ii) the Client is not bound to accept any of the Proposals submitted; and (iii) submission of the proposal will not necessary result in award of a tender.

**2. ELIGIBILITY CRITERIA:**

- 2.1 The firms must have at least 3 year experience in the field of information technology out of which 2 years experience should be in similar type of work using biometric technique.
- 2.2 The average turnover of the company in the last 3 years i.e. 2008-09, 2009-10, 2010-11 should not be less than 15 lacs. Attach proof.
- 2.3 The company should have experience of similar type work in Govt. Departments. (Attach proof).
- 2.4 Must be registered with Service Tax Deptt. (Attach proof).
- 2.5 Must be registered with Income Tax Deptt. and must have PAN in the name of the bidder firm. (Attach proof).

## **Important**

Document submitted by the bidder shall be opened and scrutinized. Department may obtain clarifications wherever required. The firms would be short listed on the basis of eligibility criterion and financial Bid of short listed firms meeting eligibility criteria would be opened on the specified time and date.

### **3. PREPARATION OF PROPOSAL**

3.1 Firms are requested to submit a proposal in English language only.

#### **3.2 Technical Proposal:**

In preparing the Technical Proposal, The proposal should cover all the aspects of the terms of eligibility of criteria. Any bid not found responsive to the eligibility criteria shall be rejected. Material deficiencies in providing the information requested may also result in rejection of the Proposal. Commercial Bid of only those bidders will be opened who meet the eligibility criteria. The validity of the quotations shall be for a period of 180 days.

3.3 The Technical Proposal shall not include any financial information.

### **4. Financial Proposal**

- i. In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions of the RFP document. The Financial Proposal should follow commercial Bid Format as given in Annexure-A i.e. Finance Bid Format.
- ii. The Financial Proposal should include all taxes, duties, fees, levies, and other charges imposed under the applicable local laws, on the firms, the personnel etc.
- iii. Firms should quote prices in Indian currency only.
- iv. The rates submitted shall be valid for a period of One Year.

#### **4.1 Earnest Money Deposit**

The firm should furnish a refundable Earnest Money Deposit ("EMD") of Rs. 15,000/- (Rs. Fifteen Thousand) in the form of a Demand Draft drawn in favour of ICSIL, Delhi. Valid for a period of eight months. The EMD should be placed in a sealed cover and marked as "EMD"

## **5. SUBMISSION, RECEIPT AND OPENING OF PROPOSAL**

- 5.1 Technical Proposal and Financial Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any Such corrections must be initialed by the person or persons who sign(s) the proposals.
- 5.2 The Technical Proposal shall be placed in one sealed envelope clearly marked "Technical Proposal," and the Financial Proposal in another sealed envelope clearly marked "Financial Proposal," and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and clearly marked, " TENDER FOR BIO-METRIC SOLUTION"
- 5.3 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Tender Deadlines. Any Proposal received after the closing time for submission of proposals shall be rejected and returned unopened.

## **6. PROPOSAL EVALUATION**

### **General**

- 6.1 Any effort by the firm to influence the Client in proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the firm's proposal.
- 6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is complete.
- 6.3 After the evaluation of technical proposal, Financial Bid of only technically qualified firm will be opened on the date and time indicated in the Tender Deadlines.
- 6.4 The evaluation committee will determine whether the Financial Proposals are complete.
- 6.5 The firm with the lowest quoted price will be considered for award of contract i.e. rates quoted against annexure A, S.No. 1 & 6 of financial Bid taken together.
- 6.6 The vender/bidder shall be responsible to rectify the deficiencies/bugs noticed/ reported in the application for a period of one year from the date of acceptance of the application free of charge.

## **7. AWARD OF CONTRACT**

- 7.1 The contract will be awarded to the lowest quoted bidder.
- 7.2 The Firm is expected to commence the Assignment immediately on receipt of work order.

## **8. CONFIDENTIALITY**

Firm awarded with the contract shall maintain secrecy of the document and information related to the assigned work.

## Section 2

### **9. TERMS & CONDITIONS OF THE EXECUTION OF WORK PERTAINING TO CREATION & MAINTENANCE OF THE BIO-METRIC DATABASE BASED ON THE SURVEY CONDUCTED IN SLUM CLUSTERS IN DELHI. (SCOPE OF WORK)**

- 9.1 Bidder shall truly & faithfully carry out the job as is done by the services/ business houses in proper manner/ standard fashion for Comprehensive Maintenance, Operation/Creation of the Bio-Metric database in the Survey of JJ Clusters, to the extent of its satisfaction initially for a period of one year.
- 9.2 The service provider shall provide one qualified / trained and experienced resident IT Assistant along with Finger print hardware / software, web camera & maintenance of the same in the department during office hours from Monday to Friday and even on Saturdays depending on requirement. If there are any exigencies of work, the services can be extended beyond office hours and even on holidays without any additional cost.
- 9.3 The IT Assistant to be posted in the department should be in proper uniform displaying the identity card on the pocket, and well behaved. the agency shall be vicariously liable for all the adverse actions of their employees working in the premises of the Department and in the Slum Clusters during Survey.
- 9.4 Bidder shall provide the CV on demand of the IT Assistant to be posted in the Department.
- 9.5 The IT Assistant deployed by the service provider in the Department shall work under direct control of the department. If the aforesaid IT Assistant is sent to Field located in Delhi, the conveyance charges etc. will be borne by the Agency.
- 9.6 During the survey the Agency shall depute at least 2 sets of Bio-metric equipment and laptops with IT Assistant under the supervision of a responsible officer of the agency to ensure proper capturing / creation of Bio-metric Database. Depending upon the size of survey the agency shall depute the required strength of IT Assistant / Bio-metric equipment /laptops so as to finish the job as per the requirement of the Department.
- 9.7 Bio-Metric system to be implemented should be customized to meet the specific need of the Department.
- (a) Search algorithm type: One is to one as well as one is to N as per individual choice.
  - (b) No. of finger prints to be stored: Unlimited (Two finger prints per user)
  - (c) No. of transactions records to keep: Unlimited
  - (d) Immunity to rough weather conditions.
- 9.8 The job complete in all respect should be completed within a period of the month from the date of award of the work order.



## 9.8 MANAGEMENT SOFTWARE

- (a) Operating System: Windows xp
- (b) Database: SQL server version (2000 or latest)
- (c) Software configuration and customization as per S&JJ Deptt. MCD needs.
- (d) Generating necessary reports as and when required as per the need of the Deptt.
- (e) Data Import and Export facility to other formats (Access, dBase III+ etc.)
- (f) The Bio-Metric database should be able to integrate (import/export) the related data pertaining to allotment based on dBase III+ / COBOL platform and generate reports.
- (g) Security features should be incorporated for the integrity and to avoid access of the database to unauthorized users.

## 9.9 **The details of the Bio-Metric work during survey to be undertaken by the IT Assistant are as follows:**

- a) To capture at least two finger prints of the head of the family.
- b) Capturing and integrating the photo / image of the person concerned and his/her spouse with Bio-Metric information.
- c) Data entry of forms containing Survey No., Id no, Ration Card No. & Date, Election I Card No., Name & Parentage and Address and integrate this information with the concerned Bio-Metric data of the head of the family.
- d) In case there is inability to capture the finger print of the Jhuggie Dweller due to some physical disinformation or any other reason, suitable measure will be taken by the agency to provide alternate identity card/system at no extra cost for identification of the allotted at the time of allotment.

### e) Post Survey Activity:

- i) Load the Bio-Metric data from the Laptop to the Desktop installed in the Department.
- ii) To run a check on the downloaded data in conjunction with the existing Bio-Metric database to throw up any duplicate record.

- iii) To take the printouts of each head of the unit along with photograph and other related information's.
  - iv) Identify the Allottee / Head of the family at the time of issue of Allotment letter through finger print and display of his photo and parameters namely Name, Id No. and Address etc. on the Computer Screen / Printer.
  - v) Import and export of survey data from related applications on dBaseIII plus / COBOL platform, MS-Access to / from biometric database and generation of reports.
  - vi) Add more parameters to the database as per the requirement of the Department during survey or otherwise.
  - vii) Integrate the allotted plot / flat information with Bio-Metric Database and subsequently generate the report.
- 9.10 In case, the IT Assistant intends to proceed on leave, prior approval of and intimation to the department shall be taken and given, failing which the absence shall be treated as an unauthorized absence and penalty as given in the Penalty clause No.20 shall be invoked.
- 9.11 Bidder shall ensure recovery of data in case of loading / re-loading of software's on the system maintained in the Department and the laptops to be taken for survey at no extra cost. The Bio-metric equipment & software should be compatible with the computer provided by the Department in Rehabilitation Section; otherwise the agency shall make the software compatible to the clients system at no extra cost.
- 9.12 The service provider shall not raise any condition with regard to the working environments including voltage, earthing, action of staff etc for the Computers on which the Bio-Metric application is being executed in department / survey.
- 9.13 The equipment / software fault calls shall be received by the agency and shall be attended to on top priority. Bidder shall maintain proper service call sheets which will be duly signed by the IT Assistant and the concerned official of the department.
- 9.14 Bidder will ensure 99% uptime for the entire Application / Database failing which penalty as stated under clause 20 shall be imposed.
- 9.15 **Spare Parts:** Bidder shall maintain an inventory of atleast 2 sets of Laptops and other accessories and peripherals at JJ Cluster during survey to avoid undue delays.
- 9.16 Bidder shall also be responsible for removal of virus of any nature and should have licensed copy of latest Anti-virus software with upgrades/ updates facilities for the Computer on which the Bio-Metric database is maintained in the Department.

- 9.17 Department shall not be responsible for any use of unlicensed anti-virus software, if any, used by the service provider. The responsibility shall vest with the service provider for using unlicensed softwares.
- 9.18 Bidders shall not directly deal in any way with the officers of DUSIB until & unless authorized properly. They shall not directly or indirectly permit to pay or permits to be given to any person or persons in Department for any matter for them or in any way relating to the performance of them.
- 9.19 In the event of non-satisfactory conduct of services, Department shall have the right to terminate the contract on short notice or invoke the penalty.
- 9.20 Bidder shall not assign this agreement or any part thereof, or any benefit there under without the consent of the Department, to any other party.
- 9.21 Bidder shall hand over the concerned computer and peripherals in the section in good working condition at the expiry of the contract or the extended period of this contract, whichever is later to the succeeding vendor to be appointed by the Department. Bidder shall also migrate the data to the new database being used by the Succeeding Agency (Oracle, SQL Server, Access etc.) and assist in making the existing bio-metric database compatible with the bio-metric sensor used by the succeeding agency. Handing over/ taking over notes duly signed by the present vendor and the succeeding vendor shall be submitted to the Department before final settlement of accounts with the present vendor by Department.

**SECTION – III**

**I. STANDARD FORM OF CONTRACT**

**CONTRACT FOR CREATION & MAINTENANCE OF DATABASE USING BIOMETRIC SOLUTIONS**

**Between**

\_\_\_\_\_

**{Name of Client}**

**and**

\_\_\_\_\_

**{Name of Firm}**

**Dated:**

This CONTRACT (hereinafter called the “Contract”) is made on the \_\_\_\_\_ day of month of \_\_\_\_\_, 2012 between, on the one hand, \_\_\_\_\_ (hereinafter called “Client”) and, on the other hand, \_\_\_\_\_ (hereinafter called the “Firm”).

**WHEREAS**

- a) The Client has requested the Firm to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”).
- b) The Firm, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;



## II. GENERAL CONDITIONS OF CONTRACT

### 1. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "GC" means these General Conditions of Contract;
- (e) "Government" means the Government of Client's Country;
- (f) "Local currency" means the currency of the Government of Client's Country;
- (g) "Party" means the Client or the Firm, as the case may be, and Parties means both of them;
- (h) "Personnel" means persons hired by the Firm as employees and assigned to the performance of the Services or any part thereof.
- (i) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (j) "Services" means the work to be performed by the Firm pursuant to this Contract, as described in Appendix A hereto;

#### 1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **1.3 Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **2. Commencement, Completion, Modification and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into force after signing of the Contract by both the parties. However, the firm may undertake the work on receipt of work order from the deptt.

### **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than two (2) weeks written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.3 Commencement of Services**

The Firm shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

### **2.4 Expiration of Contract**

Unless terminated earlier, this Contract shall expire when services including warranty and maintenance have been completed.

### **2.5 Force Majeure**

#### **2.5.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Consortium or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.5.2 Standard of Performance**

The Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings. The Firm must ensure that it does not infringe on any third party software rights.

### **2.5.3 Law Governing Services**

The Firm shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Personnel of the Firm complies with the Applicable Law. The Client shall advise the Firm in writing of relevant local customs and the Firm shall, after such notifications, respect such customs.

## **3. Reporting Obligations**

The Firm shall submit to the Client the reports and documents for each activity covered under project life cycle.

## **4. Documents/ Deliverables prepared by the Firm to be the property of the Department**

All application software (including source code), plans, drawings, specifications designs, reports and other documents prepared by the Firm in the execution of the contract shall become and remain the property of the Client, and before termination or expiration of this contract the Firm shall deliver all such documents to the Client, together with source code of the application software so developed under this contract along with a detailed inventory thereof. The client will be free to make use of all these deliverables to any use including sale.

## **5. Currency of Payment**

All payments shall be made in local currency i.e. Indian Rupees.



**6. Terms and Conditions of Payment**

Payments will be made to the Firm in accordance to clause 19 i.e. payment terms. Payment shall be made after the Firm have submitted acceptance certificate from the client and invoice in triplicate specifying the amount due.

**7. Time over Run for any activity.**

Any delay in the submission of any software / report / deliverables, as specified in the tender due to reasons attributable to the vendor, penalty as specified in SC clause 20 will be imposed by the client and will be deducted from the amount due for release.

**8. Deemed approval:**

The client will give its comments on all deliverables within five working days from the date of their delivery. In case no comments are given by the client by next day, the deliverables will be deemed to have been approved. The firm will provide all help and assistance to the client in understanding of the technical aspects of all the deliverables before approval. In case the comments on the deliverables have been conveyed, the vendor will resubmit the deliverable after incorporating the comments of the Department by next day for approval. In case the comments of the Department have not been incorporated to its entire satisfaction, the Department may reject the deliverable and impose the penalty. The deemed approval time for resubmitted deliverables will be 2 working day from the date of their resubmission unless commented upon.

**9 Settlement of Disputes**

**9.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

**9.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

**10. Intellectual Property Rights**

The Firm shall indemnify the Department against all third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied Software and related services or any part thereof.

**11. Warranty**

The Firm should provide 1 year warranty for removal of bugs and deficiencies in the Application Software and the equipments.

**12. Continuing support-maintenance**

The bidder shall post one IT assistant at the client's site who will be responsible to remove bugs in the software, hardware and perform day to day activities as desired by the client department.

**13. Acceptance**

The Acceptance Tests, which shall involve testing of each module of each Application System with live and test data (responsibility for preparation of test data shall rest with the firm), shall be conducted by the Firm in the presence of the Client. The Acceptance Test of each Application System, as a complete System with all relevant Sub-System, must be completed by the Firm to the satisfaction of the Clients. The firm must rectify any shortcomings identified during the acceptance testing within a reasonable period of time. Final acceptance of the system will happen only if the system performs satisfactorily, for a period of two months, under live conditions and accepted by the client. A certificate to this effect shall be obtained by the bidder from the client to facilitate release of payments.

**14. Passing of Property**

Ownership shall not pass to the Client unless and until the software and Documentation thereof have been implemented, tested and accepted, in accordance with the conditions of the contract to the entire satisfaction of the Department.

**15. Change orders**

The Client may at any time, by a written order given to the Firm, make changes within the general scope of the Contract.

If any change sought by the client causes an increase or decrease in the cost of, or the time required for, the Firm's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract price; and/ or delivery schedule as mentioned below, and the Contract shall accordingly be amended.

The process for issuing the change order and the subsequent claim by the Firm will be as follows: -

- i. The change requirements will be identified and documented in consultation with the Firm;

**Intelligent Communication Systems India Ltd. (ICSIL)**

- ii. The Firm will present the department with an estimate, of the effort and cost required to execute the change;
- iii. The Client may then after discussions with the Firm, accept the claim and release payment.

**16. Performance Security**

Within 5 days after receipt of notification of award of the Contract from the Client, the successful Firm shall furnish performance security to the Client, which shall be equal to 10 percent of the value of the contract including cost of IT assistant, in the form of a bank guarantee bond from a Nationalized Bank, and shall remain valid for the duration of the contract, in the Performa given Annexure-"B".

- 16.1 Payment shall be made within thirty (30) days of receipt of the invoice and the relevant documents after the acceptance of the software. For delay submission of Report/deliverable by the Firm, the payment of Firm will be deducted as per the rates mentioned for delayed payment by the client.

**17 Foreclosure of agreement:**

In case of work being abandoned by the Bidder for a continues period of 15 days, the contract shall be liable to be terminated with a 7 days show cause notice by the department and the security deposit shall be forfeited.

18. Disputes shall be settled by arbitration in accordance with the provisions given in clause9.

**19. PAYMENT TERMS:**

19.1 50% Payment with respect to item 1 to 5 of the Financial Bid Format will be released after completion and acceptance of item No. 1 to 4 by client Deptt. Whereas 50% payment (w.r.t item 1to5)shall be made after two months of successful completion of acceptance.

19.2 The payment for the IT Assistant, equipment, application software shall be made at the end of each month after receiving attendance report from the user Section against bill in triplicate.

19.3 CEO (DUSIB) reserves the right to accept or reject any or all quotations without assigning any reason.

**20. PENALTY:**

20.1 A penalty of Rs.500/-(Rupees Five Hundred) per day shall be imposed for an unauthorized absence of the IT Assistant in the Department / Survey.

20.2 Any Bio-metric equipment /application package down for more than 8 hours (working hours) and for which no replacement has been provided within the prescribed time limit, a penalty at the rate of Rs.200/- per day.

20.3 For delays a penalty @ Rs. 500/- per delay week with a cap of Rs. 50,000/- shall be charged.

**Annexure A**  
**Financial Bid format**

S.NO	ITEMS & DESCRIPTION	QUANTITY	UNIT RATE	TOTAL AMOUNT
1.	Survey of slum areas Scattered all over Delhi.	100 area		
2	Finger print scanning (Around 10,000 no's).	1000 persons		
3	Data Entry of 10,000 records of data.	1000 records		
4	Migration to data base server.			
5	Application development			
6	IT Assistant for one year having 2 yrs. Experience in .NET and SQL server.			
<b>TOTAL</b>				

Note: 1. Rates should be inclusive of all taxes, duties, levies, fees, cees etc.  
2. The quantity given above may vary and is just an estimate.

**ANNEXURE-“B”**

: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act, if any, of the country of issuing Bank  
Ref:.....bank guarantee:.....Date.....

Dear Sir,

In consideration of M/s.....(hereinafter referred as the “Client”, which expression shall , unless repugnant to the context or meaning thereof include its successors, administrators and assign) having awarded to M/s.(hereinafter referred to as the Firm” which expression shall unless repugnant to the context or meaning thereof., include its successors, administrators, executors and assign), a contract by issue of clients contract letter No dated and same having been unequivocally accepted by the firm , resulting in a contract valued at for contract (hereinafter called the (scope of work) “Contract”) and the client having agreed to make payment to the firm for performance of the above contract amounting to (in words and figures) against Bank Guarantee to be furnished by the firm.

We \_\_\_\_\_(Name of the Bank) having its head office at \_\_\_\_\_ (hereinafter referred to as the Bank) which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assign) do hereby guarantee and undertake to pay the client immediately on demand any or , all monies payable by the firm to the extent of \_\_\_\_\_as aforesaid at any time up to \_\_\_\_\_ without any demur, reservation, contest, recourse or test and /or without any reference to the firm. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any differences between the client and the firm or any dispute pending before any court, tribunal, arbiter or an y other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the client discharges this guarantee.

The client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, to extend the time for performance of the contract by the firm. The client shall have the fullest liberty without affecting the is guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the client and to exercise the same at any time in an y manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the contract between the client and the firm any other course or remedy or security available to the client. The bank shall not be relieved of its obligation under these presents by any exercise by the client of its liberty with reference to the matters.

Aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the client or any other indulgence showed by the client or by any other matter or thing whatsoever which under law would but for his provision have the effect of relieving the Bank.

**Intelligent Communication Systems India Ltd. (ICSIL)**

The bank also agrees that the client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the firm and notwithstanding any security or other guarantee that the client may have in relation to the firm's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year) as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this.....day of..... 2012.....  
at.....

WITNESS

-----  
(SIGNATURE)

-----  
(SIGNATURE)

-----  
(NAME)\_\_\_\_\_

.....  
(NAME)\_\_\_\_\_

Official Address \_\_\_\_\_

Designation (with Bank Stamp)  
Attorney as per Power of  
Attorney: No \_\_\_\_\_  
Dated: \_\_\_\_\_

Strike out , whichever is not applicable

Note1: the stamp papers of appropriate value shall be purchased in the name of the bank who issues the Bank "Guarantee"

Note2: The Bank guarantee shall be from a nationalized Indian Bank ONLY.