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)/EDU.DOMAIN/EMPENL/2012-13, Dated:20.03.12

Empanelment of Application Service Provider for Education Domain- its related Professional Services using Smart Card technology

Sealed quotations are invited from specialized IT firms /companies having relevant expertise, experience and technical knowhow in the area of education domain using Smart Card technology for empanelment with ICSIL for execution of various educational projects. Tender document containing terms & conditions can be downloaded from ICSIL's website up to 26/03/2012 by 2:30 PM. Last date for submission of tender is 26/03/2012 by 3:30 PM. ICSIL reserves the right to reject the whole or any part of the tender without assigning any reason.

(G K Nanda) MD,ICSIL

Tender Document

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Tender Timeline are as under:-

- i. Downloading of Tender Document from ICSIL:Up to 26/03/2012 by 2:30 pm
- ii. Submission of Tender Document to ICSIL:Up to 26/03/2012 by 3:30 pm

1. Background and Requirement

- i. 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.
- ii. The chairman of ICSIL is the managing Director of DSIIDC, a senior IAS officer. ICSIL has made strong footprints in the field of Telecommunications and Information Technology. From 1987, the year of its inception, it has provided exemplary service in the IT sector, specializing in providing complete solutions in computerization and networking. With a well-focused vision and a global mission, ICSIL look at greener pastures across the globe.
- iii. ICSIL has a wide network centres all over India, which are engaged in providing computer training in DOEACC 'O' and 'A' level courses as well as other Career, and skill set courses at its own Training Centre as well through authorised centres in different states of India.
- iv. ICSIL has to its credit a number of successful projects on networking, software development and implementation, web

site design and assessments, school education projects. ICSIL provides professional manpower support at various levels to its clients for different project.

- v. ICSIL has undertaken many computerizations & IT related activities. It has executed many IT & e- Governance projects for the various states in India and abroad. To ensure execution of further projects, ICSIL plans to empanel firms/agencies for Application Service Provider, Professional Services, Training and E-governance domain-specific Application software, on turnkey assignments etc.
- vi. This expression of interest is for empanelment of agencies on Education domain to provide service and support in the activities listed in this document.
- vii. The empanelment will initially be for two years, which can be extended for another one years through mutual consent subject to satisfactory performance and completion of the project. The bidders, thus empanelled will develop / customize / configure/ implement/train/ and provide support-services at a location designated by ICSIL or its Client.
- viii. The empanelled agencies would be expected to provide technical professionals support to the ongoing/new projects. Such support would be for a definite period and will not amount to any kind of employment obligation on the part of ICSIL or its Clients.

2. Eligibility Criteria

- i. The bidders must have a total experience of ten years in providing IT solutions, particularly in the field of education domain and its inter-connected sub domains. (Technical Demonstration/Document)
- ii. Bidder's platform should consist of different sector and domains. Should have one solution to cater from prenursery school to higher education. Applications in school sector should consist of performance management for student, teachers, inspection, accreditation, continuous and comprehensive evaluation, decision support system online admissions etc. (Technical Demonstration/Document)

- iii. Applications in higher education should consist of performance of institutions, dashboards, accreditation gateways, decision support system, income tax, online admissions, counselling etc. All applications should be Smart Card based and integrated. (Technical Demonstration/Document).
- iv. Bidders should have developed an integrated platform consisting of e-Governance layers; Public, Administration and Institutional consisting of information, interaction, transaction, transformation of activities for each and every stakeholder in multiple domain environment. (Technical Demonstration/Document)
- v. The bidder bidding for Education Domain should have executed at least ten projects in school sector of which at least one project should be in a cluster schools within government/Local bodies, two in higher education i.e., college or university. All the projects should be based on smart card integrated technology on on-going on site, service model only. (Technical Demonstration/Document)
- vi. Projects should be Smart Card based with integration to various functionalities/modules of the application. It may be noted that projects developed using smart card as mere I/O Tools will not qualify as Smart Card Integrated Application Project. The core Project/Application should have the embedded smart card and should be based on Domain expertise. (Technical Demonstration/Document)
- vii. The bidder must have at least 10 technical and domain professionals working for more than three year with them on the education domain area and should be able to provide project continuity for which they are quoting. Details of these professionals containing item's name, qualification and experience may be submitted. (Technical Demonstration/Document)
- viii. Should have experience of implementing smart card based integrated software applications for school, college, University Institutions implemented. Submit copy of work order. Bidders outsourcing the software (through acquisition etc.) are not eligible. (Technical Demonstration/Document).
- ix. The application solution should have at least four level of security; at application level, user level, database level and transaction level. (Technical Demonstration/Document).

- x. The bidder should be registered with the Service Tax department and carry a valid PAN in the name of the bidders company. The bidders should be registered under VAT/CST. (Technical Demonstration/Document)
- xi. 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 on account of similar services as on the date of submission of the bid . (Technical Demonstration/Document).
- xii. The Bidders must submit following documents.
 - a. Details of the smart card integrated application Projects in the recent years, with software stack details.
 - b. Agreements/MoU/Work Order details .
 - c. Non-transferable, non-refundable Processing Fee for Rs.2000/-(Rs. Two Thousand only) in the form of Bank Draft/Pay order in the name of ICSIL, Delhi.
 - d. Earnest Money Deposit (EMD) for Rs.1,00,000/-(Rs. One Lakh only) in the form of Bank Draft/Pay order in the name of ICSIL, Delhi.

3. Scope of Work

- i. The scope of work pertain to provision of services for education domain and its inter-connected sub doamins and personnel to be engaged through this empanelment process for providing Domain-Centric Ready Applications, Support & Capacity Building based on Smart Card Technologies for applications of ICSIL or its clients.
- ii. The bidder empanelled against this EOI expected to deliver (in part or whole)
 - a. Perpetual/Service Usage licenses for ICSIL's clients
 - b. Consulting Support
 - c. Electronic training material
 - d. Professional services including but not limited to deployment, customization, implementation, delivery, training etc. which may include end-to-end support for the entire project
 - **e.** Hardware as per requirement of the client department

4.1. Bid Submission

- i. Bidders are advised to study this 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 EOI document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected.
- 5.
- i. 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.
- ii. All the bids must be valid for a period of 180 days from the date of opening of the bids.

4.2. Bid Composition:

i. The bid shall be addressed to:

The Managing Director
Intelligent Communication Systems Indian Limited
2nd Floor (Above Post Office)
Administrative Building
Okhla Industrial Estate, Phase III
New Delhi – 110 020

And submitted in the manner given below:

- ii. Two inner covers and 1 Outer cover shall contain:
 - a. Cover 1- Tender Processing Fee and EMD: The envelope shall contain two banks or pay Oder drafts for the EMD and the Tender Processing Fee. Drawn from a scheduled commercial bank in favour of ICSIL, New Delhi. The envelope shall be sealed and super scripted "EMD and processing fee, Tender for Empanelment"
 - b. Cover 2- Technical Document: The envelope shall contain technical document on the required platform and the various applications within the same along with conformity to eligibility. The envelope shall be sealed and super scripted "Technical Document ICSIL Tender for Empanelment"

- c. All the above envelopes shall be placed in an outer cover super-scripted "ICSIL Tender for Empanelment"
- 4.3 Earnest Money Deposit (EMD), Tender Processing Fee.
 - a. The Bidders shall furnish a demand draft for Rs. 2,000/(Rs. Two Thousand) towards the tender processing fee and
 Rs. 1,00,000/- (Rs. One Lakh) towards EMD, from a
 scheduled commercial bank, drawn in favour of ICSIL
 payable at New Delhi. Tender Processing fee is nonrefundable.
 - b. The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender. However, the successful bidder shall have to deposit performance guarantee equal to Rupees one in the form of bank guarantee from a nationalized bank valid for 38 months from the date of submission of the bid.
- 4.4 Forfeiture of Earnest Money Deposit/Security Deposit.
 - a. The Earnest Money Deposit shall be forfeited if a Bidder Withdraws the bid during the period of bid validity and/or furnishes wrong information. In case of the successful Bidder, if the bidder fails to sign the contract within the stipulated time and fails to submit performance guarantee in time. The bidder fails to fulfil/discontinue the assigned work the performance guarantee will be forfeited.

6. Last date for bid submission

- i. Bids, complete in all respects, must be submitted to the office of the Managing Director ICSIL by the due date and time. In the event of the specified date for the submission of Bids being declared a holiday, the Bids can be submitted up to the appointed time on the next working day for which ICSIL will make necessary provisions.
- ii. 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.
- iii. 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.

- iv. 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 www.icsil.in and should be taken into consideration by the prospective bidders while preparing their bids.
- v. 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
- vi. The offers submitted as documents, by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- vii. 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.
- viii. ICSIL follows a zero tolerance policy for any bidders/vendors campaigning for their products and services with ICSIL officials during the validity of this expression of interest.
- ix. ICSIL reserves the right to ask for original documents from the bidder supporting their claims for eligibility.

6. Opening of Bids

(A) Tender Timelines:

- i. Downloading of Tender Document up to <u>26.03.2012 by</u> <u>2:30 pm</u>
- ii. Submission of Tender Document in ICSIL up to : 26.03.2012 by 3:30 pm

7. Fees:

- i. Following Fees shall be deposited by the bidder
- ii. Tender Processing Fee Rs. 2,000/- (Two Thousand Only) (Non-refundable)
- iii. EMD Rs. 1,00,000/- (One Lakh Only) (Valid for 180 days)
- iv. Opening of Cover 1 EMD, Tender processing Fee. The cover-1 will be opened by the TEC. Bids not accompanied with the requisite EMD, Tender Document Fee and Tender processing fee shall be summarily rejected and their technical bid (cover-2) will not be opened.
- v. Opening of Cover 2 Technical Bid: Technical bid envelope of only those bidders, whose EMD, tender document fee and Tender processing fee are in order, shall be opened and bid will be evaluated by a duly constituted Technical Evaluation Committee (TEC).

8. Evaluation of bids

- i. When deemed necessary, 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.
- ii. 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.
- iii. ICSIL reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to or after award of Contract, without thereby incurring any liability to the affected bidders and of any

obligation to inform the affected bidders of the grounds for ICSIL's action and without assigning any reasons.

9. Eligibility & Technical Evaluation

- i. The technical bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications and documentation attached. Further, if felt necessary the TEC will call the eligible bidders for a presentation/demonstration of the projects/platforms (applications) handled by them. The verified documentation and the presentation/demonstration shall be evaluated by TEC for concluding the eligibility of the bidder. Note - Bidders who are unable to support their claims via demonstration, documentation and its proof shall be rejected from the evaluation process.
- ii. The eligible bidder's technical document shall be studied by the TEC, following which they shall be called for empanelment discussion.
- iii. The time limit, in which the bidders' have to submit the additional information / organize the presentation/demonstration, 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 & EMD forfeited.

10. Award of Contract (empanelment)

- i. On written communication from ICSIL for having qualified for empanelment the bidder will sign the contract (letter of empanelment) within 10 working days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited.
- ii. EMD of the bidders selected for empanelment will returned after the bidder has submitted performance Guarantee in the form and manner asked for by ICSIL. The Security Deposit will be released after the expiry of empanelment.

11. Termination for Insolvency

i. Termination of Insolvency

- a. 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.
- ii. Termination for default; Default is said to have occurred
 - a. 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.
 - c. If the agency, in either of the above circumstances, does not take remedial steps within a period of 45 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 and award work order for similar support service to other agency.

12. Force Majeure

- i. Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by ICSIL:-
- ii. Riot or Civil commotion.
- iii. War / hostilities.
- iv. Earthquake, flood, tempest, lightning or other natural physical disaster.
- v. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.
- vi. The agency will advise ICSIL in writing the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, ICSIL reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

13. Arbitration

a. ICSIL and the vendor 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. The agreed arbitrator shall be based out of New Delhi and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, 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 re-enactment, thereof. The arbitration proceedings will be held in Delhi, India.

Annexure I

- 1 | Name of the Agency:
- 2 | Agency profile:

Address:

Name of the Executive with Designation"

Telephone No:

E-Mail:

Service Tax No:

PAN:

CST/VAT:

- 3 | Strength of technical personnel (No)
- 4 | Domains for which agency applies:
- 5 | Compliance to Eligibility Criteria (as per the order states in the document)
- 6 | Technical Details: Provide product details for respective domains for which the empanelment is required.