

Intelligent Communication Systems India Ltd. (ICSIL)

(Joint Venture of TCIL – A Govt. of India Enterprise & DSIIDC – An Undertaking of Delhi Govt.)

Administrative Building, 1st Floor, Above Post Office, Okhla In. Estate, Ph.-III, New Delhi -110020

Phone: 26929051, 26830338, Fax: 26830347, e-mail: info@icsil.in,

quotations@icsil.in Website :www.icsil.in

<https://govtprocurement.delhi.gov.in>

REF NO: ICSIL/01/250/2014-15

Dated: 28.05.2014

Request For Proposal

1. GENERAL

- 1.1 Intelligent Communication Systems India Ltd. is a joint venture of Telecommunication Consultants India Ltd. (TCIL), a govt. of India enterprise, under Ministry of Communications & IT and Delhi State Industrial and Infrastructure Development Corporation (DSIIDC), an undertaking of Delhi government. 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.
- 1.2 ICSIL invites sealed offer from the bidders in Two Bid System i.e Technical & Commercial for Rate Contract for Supply and Installation of Biometric Attendance System as per specifications mentioned herein the Tender documents for our Clients. The supplies should be strictly as per the specification and quantities given in the supply order as per the actual requirements of the Client Department.
- 1.3 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the ICSIL. Any notification of preferred bidder status by ICSIL shall not give rise to any enforceable rights by the Bidder. ICSIL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of ICSIL.
- 1.4 This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

- 1.5 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.

2. Tender Time-line is as under:-

Sl. No	Description of activities	Tenders Time-lines
1	Publication of RFP	28.05.2014
2	Last date for submission of Queries/clarifications	06.06.2014 at 5.00 PM
3	Pre-bid meeting	10.06.2014 at 11.30 AM
4	Last date for submission of online Bid	26.06.2014 at 3.00 PM
5	Date and Time of opening of Technical Bid	26.06.2014 at 3.10 PM
6	Date and Time of opening of Financial Bid	To be informed later on

3. ELIGIBILITY CRITERIA:

- 3.1 The bidder should be either OEM or Business Partner of OEM. Bidders other than OEM should submit the Manufacturers Authorization Form (MAF) from the OEM. OEM cannot authorize more than two bidder to participate in the tender with OEM's technology/product on their behalf.
- 3.2 The bidder should have Income Tax PAN in its name and copy of the same must be enclosed in the Technical Bid.
- 3.3 The bidder should have registration with VAT Department and furnish copy of registration in the Technical Bid
- 3.4 Service Tax Registration: Service Tax registration is mandatory. Please attach proof of valid Service Tax Registration Certificate.
- 3.5 Turnover: The average annual turnover of the company should be minimum Rs. Three Crores during the last three Financial Year i.e. 2010-11, 2011-12 & 2012-13
- 3.6 OEM/Bidder should be in similar business for over three years and have executed at least two similar order of over Rs. 10 Lakhs each or one order of over Rs. 20 lakhs for any State or Central Govt. /PSU/Autonomous body/ Ministry in the last 3 years.(before 31/03/2014) Attach copies of work order
- 3.7 An authorization letter in the name of person signing bid must be submitted for signing bid on behalf of company. .
- 3.8 The firm should have office in Delhi and billing should be from Delhi

- 3.9 A self certificate that the bidder has not been black listed by any department of the Central/State Government in the past three years, is to be submitted in the Technical Bid.
- 3.10 Bidder should offer the system of only reputed OEM having their own service centre across Pan India including NCR Delhi. Attach documentary proof
- 3.11 The bidder should have a back-to-back support from OEM of Biometric Attendance System. Any upgrade and updates for the next 5 years shall be made available by the vendor without any additional cost. Attach Undertaking of the Original Equipment Manufacturer
- 3.12 The Manufacturer's Plant should have ISO-9000 series or equivalent Certificate for quality management. Attach copy of the Certificate.
- 3.13 OEM should have manufacturing plant in India AND SHOULD BE IN OPERATION FOR 5 YEARS to ensure availability of original spare parts for at least five years. Attach appropriate documents to substantiate bidder's claim.
- 3.14 OEM should have own development team for the customization in software and hardware, in case required by the client. Attach appropriate documents to substantiate bidder's claim.

4. RIGHT TO TERMINATE THE PROCESS

- 4.1 ICSIL may terminate the RFP process at any time and without assigning any reason. ICSIL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 4.2 This RFP does not constitute an offer by ICSIL. The bidder's participation in this process may result ICSIL selecting the bidder to engage towards execution of the contract

5. Pre-Bid Meeting

A Pre-Bid conference of all the interested bidders will be held at the scheduled date and time and the bidders will have to submit their queries in the format provided below. The bidders will also have to e-mail their queries in the format provided below at least 2 days prior to the pre bid conference as MS Doc or MS excel files to the contact person indicated in the Tender Time-line In pre-bid meeting problems of general nature will be entertained. Any change/reply to queries decided in the pre-bid shall be uploaded on the ICSII's website as corrigendum. This will form a part of this bid document.

BIDDERS REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting Request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel:
			Fax:
			Email:
S. No	RFP Reference(s) (Section, Page)	Content of RFP requiring Clarification	Points of clarification Required
1.			
2.			

6. TENDER FEE (Non-refundable)

NA

7. EARNEST/SECURITY MONEY DEPOSIT

7.1 Earnest Money Deposit (EMD) of amount of Rs.5,00,000/- (Rupees Five Lakh only) must be submitted, by Demand Draft / BG / Pay Order of any Commercial Bank drawn in favor of "Intelligent Communication Systems India Ltd", payable at New Delhi.

7.2 EMD Shall be forfeited if the bidder withdraws the bid after last date for submission of bid or in case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

7.3 The Earnest Money Deposit (EMD), without any interest accrued will be refunded in case of those Bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest after selection of vendor.

8. SUBMISSION OF BIDS/TENDER DOCUMENTS:

Bidder shall submit their offer in electronic format on the above mentioned website on or before the schedule date and time as mentioned in RFP. No offer in physical form will be accepted and any such offer, if received by ICSIL will be out rightly rejected. Bidder will have to submit only tender fee, EMD and any other documents mentioned in the RFP in physical form before the last date of submission of the bid.

9. LATE BID

9.1 Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

9.2 The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

9.3 ICSIL shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

9.4 ICSIL reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

10. Preparation & Submission of bids:

10.1 Detailed tender documents may be downloaded from e- tender portal of Govt. Of Delhi or website of ICSIL <https://govtprocurement.delhi.gov.in> or www.icsil.in from 28.05.2014 to 26.06.2014 (up to 03:00 PM) and tender may be submitted online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e- tendering system is also available on e- tender portal of <https://govtprocurement.delhi.gov.in>.

10.2 The following documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of Bid. These documents shall also be submitted in “**ORIGINAL**” to ICSIL before the prescribed date & time for submission of Bids.

- i. Earnest Money of Rs 5,00,000/- (Rupees Five lakhs only) .
- ii. Tender Fee (NA)
- iii. Certificate from bidder’s that the person signed the bid is authorised person to sign on behalf of company.
- vi. An Undertaking from the authorised person that they agree and abide by the Bid Documents uploaded by ICSIL and amendments uploaded if any.

10.3 Following documents shall be **uploaded by the Bidders** in the folder named “**Bidders Documents**” in the online e-Tender.

- 1) Scanned Copy of Manufacturers Authorisation Form (MAF) as per RFP
- 2) Scanned copy of the Demand Draft/Bank Guarantee of E.M.D.
- 3) Scanned copy of Income Tax PAN number.
- 4) Scanned copy of Registration of VAT
- 5) Scanned copy of Registration of Service Tax.
- 6) Scanned copies of works/supply, carried out in last three years as per RFP.
- 7) And, all the other relevant documents to qualify under the Clauses of Eligibility criteria in the RFP.

10.4 The financial bid should be submitted online only in the prescribed format given in the RFP. No other mode of submission is accepted.

10.5 Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted “on-line” only.

- 10.6 It may also be noted that scan copies can be prepared in different file format (PDF, JPEG).
- 10.7 It may also be noted that bidders can upload a single file of size of 5 MB only but you can upload multiple files.
- 10.8 **Modification/ Substitution/ Withdrawal of Bids:**
- a. The Bidder may modify, substitute or withdraw its e- bid after submission prior to the Bid Due Date of 26.06.2014 (up to 3.00 PM). No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
 - b. Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
 - c. For modification of e- bid, bidder has to detach its old bid from e- tendering portal and upload/ resubmit digitally signed modified bid.
 - d. For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e- bid.
 - e. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re- submit e- bid again.
- 10.9 Technical Specification Compliance Sheet (**Annexure-G**) duly completed with columns of Compliant/Deviation and Remarks. In the Remarks column provide information on the Deviation.
- 10.10 Technical Documentation (Product Brochures and leaflets). The model number and make of the product quoted along with printed literature describing the specification, configuration and functionality. No documents related to other model shall be submitted otherwise bid will be rejected. Any departure from the printed specifications shall be clearly identified in the Annexure- under the title 'Deviations' to the offer document
- 10.11 **Completeness of Offer:-**Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the Technical Detail Form using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Purchaser may treat offers not adhering to these guidelines as non acceptable. Similarly, Financial Bid accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation before sales", etc. will be treated as being at variance and shall be liable for rejection.
- 10.12 The bidder should clearly indicate in his tender in the remarks column, deviations, if any, from the commercial, technical and general clauses of this Specification. **In case the deviations from any of the tender specification clauses are not mentioned in the tender, it will be presumed that these clauses are**

acceptable to the bidder in to and shall be binding on him in the event of an order being placed on him

11. Opening & Evaluation of bids.

- 11.1 Opening and evaluation of bids will be done through online process.
- 11.2 The committee shall open all on- line received Bids **at 03:10 PM hours on the Bid Due Date**, in the presence of the Bidders who choose to attend. The committee will subsequently examine and evaluate the Bids in accordance with provisions set out.
- 11.3 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP.
- 11.4 'Financial Bid' of non- responsive bidders shall not be opened.
- 11.5 The bid shall be opened of those bidders only who submit originals as mentioned in **Clause 10.2 of RFP**. The bid submitted on- line shall not be opened and shall be declared non responsive, if original are not submitted as mentioned in **Clause 10.2 of RFP**.

12. Selection Criteria

12.1First Stage-Opening of Technical Bid & their evaluation.

12.2.Second Stage-Equipment Evaluation:-

(a) First Step: After evaluation of first stage of technical bids by committee, the bidders, who meet the requisite criteria, will be short-listed. The short listed bidders will be asked to give performance demonstration of their Biometric Attendance System and it's accessories viz. cables, etc on the date, time and venue fixed by the ICSIL

(b) Second Step: The ICSIL will arrange the location of demonstration for the short listed bidders and they will participate at their own costs.

(c) Third Step :- All equipments and accessories used for the demonstration by the bidders will be the same as has been quoted by them in their bids.

NO SECOND CHANCE WILL BE GIVEN TO ANY BIDDER FOR DEMONSTRATION.

Biometric Attendance System of those bidders who meet the minimum specifications & features of the system as mentioned in the RFP will be qualified for further evaluation.

12.3 Third Stage-Opening of Commercial Bid & their Evaluation

13. EVALUATION OF TECHNICAL BIDS

13.1 ICSIL will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders

13.2 All offers received in response to this tender enquiry will be evaluated by the Committee initially based on the eligibility criteria..

13.3 When deemed necessary, ICSIL may seek clarifications on any aspect of their bid from the vendor. However, that would not entitle the vendor to change or cause any change in the substance of the tender submitted. This would also not mean that their proposal quote has been accepted.

13.4 The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

14. EVALUATION OF FINANCIAL BIDS

14.1 First Step: Commercial bids of only those bidders will be opened, which provide satisfactory performance of their quoted equipments during live demonstration to the Committee and also fulfil all other requirements as enlisted in the RFP and qualify in all aforesaid stages to the satisfaction of the tender committee.. Such commercial bids will be opened by the Bid Opening Committee in presence of the Bidders' representatives, who choose to attend can do so, at the given time, date and venue. The bidders' representatives, who participate in the opening process, shall sign a document evidencing their attendance.

14.2 Second Step:

(i) L-1, vendors for Biometric Attendance System:-It is reiterated that the ICSIL is selecting only vendors for installing Biometric Machine at its Clients site,. The Cost of Biometric Attendance System including software, installation & commissioning charges quoted by vendors, will be the deciding factor to determine L-1, The rates of Biometric Attendance System, quoted by vendors in their quotations will be compared by the Tender Opening Committee and the bidder, quoting the lowest rate for Biometric Attendance System will be declared as L-1 bidder.

(iii) Comprehensive AMC:-A Comprehensive AMC will include replacement of all defective parts or assemblies of equipment, four mandatory visits for preventive maintenance, one visit per quarter besides the emergency calls. Complaints will be attended within 24 hours of lodgement by the vendor. No additional charges/conveyance will be paid in this regard.

15 AWARD CRITERIA

15.1 L1 is the bidder with the least composite financial offer of each different type of Biometric attendance system.

- 15.2 The composite financial offer is the sum of the prices quoted for the Biometric attendance system (inclusive of Software and standard accessories) and installation & commissioning charges. It is mandatory for the bidder to quote for both the Biometric attendance system (inclusive of Software and standard accessories) and installation & commissioning charges. If it is found that he has not quoted for all the items his financial offer will be rejected and he will not be eligible for award of contract.
- 15.3 Rate Contract will be awarded to the L1. However, the Managing Director. ICSIL reserves the right to invite technically qualified bidders, whose Composite financial quote lies within a price range of 20% of L1, to match L1 as per recommendations of the committee.
- 15.4 It will be obligatory upon the vendor to make the supply of Add on at the approved rate either separately or with main hardware as per buyer's requirement. On refusal of the supply, the RC of the company will be cancelled, Security Deposited will be forfeited and other appropriate action will be initiated.

16 **VALIDITY OF PROPOSAL :-**

The proposal is valid for a period of six months (i.e.180 days) from the date of submission of bid and rates finalized with this tender process will be valid till the validity period of the contract with the agency. The ICSIL may seek confirmation of the bidder for the extension of validity beyond validity period.

17 **VALIDITY PERIOD OF THE CONTRACT**

- 17.1 The Rate contract shall remain in force for one year from the date of signing of the contract.
- 17.2A supply order may be placed up to the last day of the currency of the rate contract. Delivery date in the supply order need not necessarily fall within the currency of the rate contract but it can go beyond it depending upon the terms of delivery stipulated in the rate contract or in specifically agreed condition of delivery in respect of particular purchase order.
- 17.3No extension of validity period of the rate contract itself is required when deliveries against outstanding supply orders continue even after expiry of the validity period. The rate contract will remain alive for purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed.

18 **ARBITRATION:**

ICSIL and 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 special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the Chairman, ICSIL, New Delhi and the award of the arbitration, as the case may be, will be final and binding on both the parties. Such arbitration will be governed in all respect by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi only, wherein appropriate Appellate Authority shall also be the Hon'ble High Court of Delhi at New Delhi.

19 **Scope of Work:**

- 19.1 Biometric Attendance System -The vendor shall be responsible for installation & commissioning of the ordered item(s) at the site and for making them fully operational at no extra charge within stipulated period of the placement of order.
- 19.2 Training of Staff: The vendor' technician at the time of installation of Biometric Attendance System will properly train sufficient numbers of staff members at each site to enable them to operate the system.
- 19.3 Bidder will be responsible for a Comprehensive AMC which will include replacement of all defective parts or assemblies of equipment, four mandatory visits, one visit per quarter besides the emergency calls. Complaints will be attended within 24 hours of lodgement by the vendor.
- 19.4 Submission of an Undertaking: The bidder has to submit an undertaking (format enclosed as **Annexure-E**) along with the delivered item, signed by the authorized person, certifying that all the components / parts / assembly / software used in Biometric Attendance System are original and that no refurbished / duplicate / second hand component / parts assembly / software are used or would be used.

20 **PAYMENT TERMS**

- 20.1 Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment
- 20.2 Bill for release of payment should be submitted in triplicate along with duly acknowledged delivery challan & satisfactory installation of equipments report from the client department for the work order for which the bill is being raised.
- 20.3 80% of the Payment shall be made to the vendor within 30 days of the delivery of equipments to the client/concerned department and balance 20% shall be released on

receipt of report from the client after satisfactorily installation , commissioning & operational of the system Release of all payments are subject to condition that entire payments from client received by the ICSIL and deduction by client from payments due to defective material or services or delay in supply or any other reason will be deducted from the due payment of the vendor.

21 PERFORMANCE SECURITY

The successful bidder shall submit a performance security in the form of Performance Bank Guarantee or Demand Draft of the amount of Rs.5,00,000/- (Rs.Five Lakhs only) in favor of Intelligent Communication Systems India Ltd. valid beyond 60 days of the expiry of the contract period. The format of Performance Security is attached at **Annexure-D.**

22 DELIVERY SCHEDULE

The vendor has to complete the installation and commissioning of Biometric Attendance System within a period of 30 - days, effective from the date of work order of the ICSIL

23 Hardware Warranty

The bid of the vendors will include comprehensive on-site warranty, covering replacement of all unserviceable parts, for a minimum of 1st year period starting from the date of installation and acceptance of the system by the Client. Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all installed equipments covered by the RFP. Vendor must warrant all equipments, against any manufacturing defects during the warranty period.

24 Support

The vendor is required to provide sound-service after-installation and commissioning of the system by arranging timely attending of calls (within 24 hour) received from the Client where the equipment has been installed & commissioned; and problem rectification through competent service engineers. The desired support line should be uniformly maintained at all the sites. To ensure timely rectification of the complaints, the vendor has to maintain sufficient inventory of spare parts/equipments at all the support centers to avoid unnecessary delay in obtaining the spare parts/equipments. The vendor must supply the details of its service/support infrastructure meant for registering the complaints along with the contact numbers like mobile nos., phone nos., electronic mail addresses and names etc. of its service engineers

25 Annual Maintenance Contract

After expiry of one year satisfactory warranty service, the vendor has to undertake, comprehensive AMC for 2nd, 3rd, 4th& 5th year of the life of equipment. Comprehensive AMC will include four mandatory visits, one per quarter to be completed in the first month of each quarter and repairs and replacements of parts or assemblies, if needed, to put the system in operation. All complaints shall be attended to within 24 hours of the complaint. AMC charges will be made after the end of each quarter and NOT IN ADVANCE. (1)The vendor(s) will not outsource the maintenance work assigned by the ICSIL, to any second party and will arrange attending of all complaints registered by the ICSIL or ICSIL's Client officials through its own service / support infrastructure or OEM's service centre only. The ICSIL reserves the right to terminate the comprehensive AMC by issuing one month's notice to the concerned vendor(s), if the services rendered by the vendor(s) are found unsatisfactory.

26 Indemnity

Vendor shall indemnify, protect and save the ICSIL against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademark, copyright etc. or such other statutory infringements in respect of all the equipments supplied by it.

27 Hardware Failure

If, during the warranty period as well as AMC period, any equipment fails to function properly four or more times during a quarter due to any reason except force Majeure event, the vendor shall arrange replacement of the same by new equipment of same or higher configuration, at no extra cost to the ICSIL's Client.

28 Penalties

The vendor has to complete the installation and commissioning of Biometric Attendance System within a period of 15 days, effective from the date of work order of the ICSIL. However, if the vendor commits delay in installation and commissioning, within the said 15 days period, the vendor will be liable to pay a sum of 0.5% (half percent) of the total cost of undelivered equipment per site for each week of delay beyond the scheduled installation date by way of liquidated damages without prejudice to its other remedies under the Contract. Subject to a maximum limit of 10 percent of the stipulated price of the stores so undelivered.

29 CANCELLATION OF CONTRACT AND COMPENSATION

ICSIL on behalf of Client reserves the right to cancel the contract and recover expenditure incurred by ICSIL on the following circumstances:

- a) The Vendor commits a breach of any of the terms and conditions of the contract.
- b) The Vendor goes into liquidation voluntarily or otherwise.
- c) The progress regarding execution of the contract, made by the Vendor is found to be unsatisfactory.
- d) After the award of the contract, if the Vendor does not perform satisfactorily or delays execution of the contract, ICSIL reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the Vendor is bound to bear the additional expenditure, which ICSIL may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- e) ICSIL reserves the right to recover any dues payable by the Vendor from any amount outstanding to the credit of the Vendor, including the pending bills and/or the amount of security deposit, if any, under this contract or any other contract/order.
- f) ICSIL shall be entitled and it shall be lawful on Vendor's part to forfeit the amount of Security deposit in whole or in part in the event of any default, failure or neglect on part of the vendor in fulfillment or performance of the contract under reference in all respects satisfaction of Client. ICSIL shall be entitled to deduct from the amount of Security deposit any loss or damage which ICSIL may suffer or be put by any reason of or due to any act or other default recoverable by ICSIL from the contract. The losses recoverable by ICSIL from the Security deposit shall include all losses incurred by ICSIL during the period of engagement on account of failure of Vendor to carry out responsibilities or delay in doing so by the vendor as per stipulations of the contract.
- g) The Security deposit will be returned to the vendor without any interest on performance and completion of the contract.

30 **APPLICABLE LAW AND JURISDICTION OF COURT**

The Contract with the Vendor shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

31 **NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Recipients / Respondents

and ICSIL until execution of a contractual agreement.

32 **FIXED PRICE**

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes and levies (all direct and indirect taxes including local duties, levies etc). No price variation shall be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.

33 **CORRUPT OR FRAUDULENT PRACTICES**

The Purchaser requires that the Bidders under this tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

33.1 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the RC, procurement process or in contract execution;

33.2 In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.

33.3 "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

33.4 The Purchaser will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.

33.5 The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

34 **SUSPENSION & CANCELLATION OF RATE CONTRACT**

34.1 The Rate Contract of the Vendor shall be suspended forthwith by the Managing Director, ICSIL without issuing notice on any of the following circumstances/reasons:

- i) On finding deviation in technical specification as given in Supply Order, in the supplied product, or

- ii) Violation of any condition of the tender/ contract or part of any condition of the tender contract of RC, or
- iii) Deviation found in quality and quantity of the product supplied, or
- iv) On finding software supplied with hardware as pirated, or
- v) If it is found that during the process of award of contract, fraudulence was made by the bidder or the vendor if found to resort to the fraudulent practice in getting supply order like offering incentive in terms of free product or money.

34.2 As stopping the supply of faulty/substandard product and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the ICSIL, the Rate Contract of the concerned will be first suspended without issuing any notice. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the vendor is found guilty, the Rate Contract of the concerned vendor for the product in question will be cancelled and other appropriate legal action shall also be initiated against all concerned.

34.3 The aggrieved party against the order passed by the Managing Director, ICSIL, may file an appeal to the Chairman, ICSIL, within 30 days of passing the order. The decision of the Chairman, ICSIL shall be final and binding.

35 GENERAL TERMS & CONDITIONS

35.1 Bidders are advised to study the Bid Document carefully. Submission of the Bid shall be deemed to have been done after carefully studying and examination of all instructions, eligibility criterion, terms and requirement specifications contained in the tender document with full understanding of its implications. 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.

35.2 ICSIL will not be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids

35.3 The offers submitted by telegram/ fax/ E-mail etc. shall not be considered. No correspondence will be entertained on this matter.

35.4 Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected.

35.5 Conditional tenders shall not be accepted on any ground and shall be rejected straightway.

35.6 If any clarification is required, the same should be obtained before or during pre-bid meeting only

- 35.7 No interest shall be payable for the Earnest Money Deposit.
- 35.8 The Performance Security Deposits without any interest accrued, shall be released only after the expiry of contract period..
- 35.9 The decision of ICSIL arrived during the various stages of the evaluation of the bids is final & binding on all vendors. Any representation towards these shall not be entertained by ICSIL.
- 35.10 In case the vendor is found in-breach of any condition of tender or supply order, at any stage during the course of supply/ installation/commissioning or warranty/AMC period, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited, besides debarring & Black listing the vendor concerned for at least 3 years, for further dealing with ICSIL.
- 35.11 Any attempt by vendor to bring pressure towards ICSIL's decision making process, such vendors shall be disqualified for participation in the present tender and those vendor may be liable to be debarred from bidding for ICSIL tenders in future for a period of three years.
- 35.12 All the terms and conditions for the supply, testing and installation, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the vendors will be acceptable. Alterations, if any, in the tender bids should be attested properly by the vendor, failing which, the tender will be rejected.
- 35.13 Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 35.14 Indemnity: The selected vendor shall indemnify the ICSIL/User departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. ICSIL/User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders. ICSIL/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the vendor's manpower while discharging their duty towards fulfillment of the purchase orders.
- 35.15 ICSIL will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.
- 35.16 The vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 35.17 All disputes in this connection shall be settled in Delhi jurisdiction only.
- 35.18 ICSIL reserves the right to cancel this tender or modify the requirement without assigning any reasons. ICSIL will not be under obligation to give clarifications for doing the aforementioned.
- 35.19 ICSIL also reserves the right to modify/relax any of the terms & conditions of

the tender.

- 35.20 ICSIL, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect.
- 35.21 ICSIL also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure of the firm. Bidder(s) are, therefore, directed to submit the tender carefully along with complete technical features of the products/systems as well as other documents required to access the capability of the firm.
- 35.22 In case the delay in completion of the work pertains to the ICSIL's client, ICSIL's Client will grant extension of time for completion of the work and the Bidder shall not make any claim for compensation or damages in relation thereof.
- 35.23 The ICSIL has the right to alter the nature of work and to add or omit any item of work or has the right to get the same carried out departmentally or otherwise and such alterations shall be carried out without prejudice to the bidder.
- 35.24 The ICSIL has the right to terminate the contract, if the bidder abandons the work or fails to commence and complete the work in time, or fails to abide by the contract conditions.
- 35.25 No interim and advance payment will be made.
- 35.26 Bidders are not permitted to alter or modify their bids after the expiry of the deadline for receipts of bids.
- 35.27 Bids which are not accompanied by a duly signed copy of these terms and conditions will not be entertained under any circumstances

We have gone through and understood the General guidelines and instructions to bidders for submitting offer enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(Affix Official seal here)

Signature with date:

Name:

Designation:

Department:

(Please Affix your signature with seal on each page)

36 Particulars of Applicant Company/Organization

S.No	Description	
1	Name and Address of the Company / Organization	
2	Registration No. of Company / Organization	
3	Date of incorporation of Company / Organization	
4	PAN No. of Company	
5	Service TAX Registration No. & Date	
6	Telephone Nos.	
7	Fax No	
8	e-mails	
9	Website Address	
10	Type of Organisation	
11	Details of Tender Document Fee (Non-refundable)	
12	Details of EMD	
13	Particulars of Managing Director/CEO/Proprietor/ Managing Partner	
14	Particulars of Contact Person	

15	Location of Other Offices in Delhi and Other Parts of India	
16	Average Annual Turnover of the Company/Organization for last three financial years	
17	2010-2011 (Attach Audited/Certified copy)	
18	2011-2012 (Attach Audited/Certified copy)	
19	2012-2013 (Attach Audited/Certified copy)	
20	Quality Certificate /ISO-9000 Series (Please specify)	
21	Any other Quality Certificate (Please specify)	
22	Any other relevant information that Applicant Bidder may like to mention	

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case found any deviation in the above statement at any stage, the company will be black-listed and will not have any deal with the ICSIL in future. I also certify that the period of validity of this Bid is 180 days from the date of submission of bid.

Signature, name and designation of authorized signatory

Technical specifications of Bio metric-Attendance system (Catalogue of the product must be enclosed)

Type of Machine for Biometric Attendance System

1. **Biometric Attendance System**
2. **Biometric Attendance System with GPRS/GPS facility.**
3. **Biometric Attendance System with Camera and GPRS/GPS.**
4. **Biometric Attendance System with Industrial Model.**

Features

- Employees' Attendance Management
- Database Backup and Restore
- Separate Interface for Device Management
- Web based device management/configuration
- Device should work at multi locations in offline and online mode in standalone as well as networked environment
- Wall mountable device
- Report of Absence
- Option to create rule for Attendance
- Automatic Calculation of Leaves, Absentees
- Exceptions Entries, etc.

Reports

- Monthly Attendance Register
- Daily Attendance Report
- Late Coming Report
- Early Going Report
- Department/ Unit wise report
- Leave wise Report
- Biometric Device uptime/downtime status report
- Any other report as &when required

Minimum Configuration required:

- USB Port Interface
- LAN connectivity/USB connectivity/RS232
- GPRS/GPS Enabled – Data Card GSM & CDMA, SIM connection
- Finger Template storage capacity should be 3000/9500/25000
- Color LCD display
- Person Name and ID display
- Provision for transfer of Identity Master Database
- Voice based confirmation/rejection feature in Hindi/English or any other language as per the client requirement

- High Resolution Optical Fingerprint Scanner minimum 500 DPI
- Transaction record: 50,000 impressions
- Administrative access at the reader
- Embedded Biometric Reader software
- Flash memory up gradable
- Visual enrolment LED indicators
- 12 to 24V DC power input
- Biometrics only Authentication
- Automatic Server to Device Synchronization
- In-built battery backup of 4 TO 6 hours
- Automatic Fingerprint Detection and Activation
- Online and Offline Transmission of data
- Any Standard Certification
- Storage capacity to store attendance of at least 500 persons for a minimum of 40 days.
- .Machine should have 1:1 & 1:N recognition capability
- Scratch resistant optical scanner
- 8 Digit alpha numeric card number
- Built in Sim module
- Time synchronization

Application Software

- Web based or Window based software as per the client requirement
- Compatible with database like MSDE, Sql Server, Oracle, etc
- Browser based Access
- Remote Device Status and Monitoring
- Supports remote configuration of the devices
- Early Leaver
- Automated Reporting weekly, monthly, yearly
- Attendance, Early Leaver, and Early Comer list
- Automatic Gradation process based on the Time and Attendance
- Synchronization of Data between Server and Device for Personnel and Transactions
- Any other type of report as and when required.

Enrolment and Authentication Procedure

- For the first time enrolment of fingerprints, the selected bidder will provide necessary support for capturing finger prints of all users for creating master records.
- The subsequent capturing of fingerprints would be carried out without the authentication mechanism..

Technical Compliance Sheet

1. Type A:-Biometric Attendance System

S. No.	Specifications	Compliance Yes or No / Specify Make & Model	Deviation, if any define	Remarks
	Particulars	Minimum Specifications		
	Processor	32 bit		
	Finger Template Storage Capacity	3000		
	Power Supply	12 Volt		
	Authentication Methods	Finger print		
	Fingerprint Sensor Area	16x19cm		
	Verification speed	< 01 second		
	Optical scanner	500 dpi		
	Operating humidity	20%-95%		
	Transaction Storage	1,00,000		
	Display	LCD		
	Display Language	Bilingual		
	Battery Backup	04 hours		
	Interface	GPRS/USB		
	Web enable and synchronized	Web enabled & synchronized algorithm with push data		
	Attendance management software	Web based URL system		
	Warranty	01 year		

FINANCIAL BID

Type: - Biometric Attendance System

S.N	Description	Total Amount(inclusion of all taxes and charges) per unit (in figures)	Total Amount(inclusion of all taxes and charges) per unit (in words)
1	<p>Part – I</p> <p>A. Biometric Attendance System inclusive of software as per specification in RFP with standard accessories</p> <p>A.1 window based software</p> <p>A.2 Web based software</p> <p>B. Installation & Commissioning charges</p> <p>Total Charges</p>	<p>Rs _____</p> <p>Rs. _____</p> <p>Rs. _____</p> <p>Rs _____</p>	<p>Rs _____</p> <p>Rs. _____</p> <p>Rs. _____</p> <p>Rs. _____</p>

Part –II

2	<p>Add on Accessories –</p> <p>a. Per meter rate of Cat-6 Data Cable (Branded & ISI mark)</p> <p>b. Metallic box with locking system</p>	<p>Rs _____</p> <p>Rs. _____</p>	<p>Rs _____</p> <p>Rs. _____</p>
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Part III

3	<p>Annual Maintenance charges after warranty period.</p> <p>1.AMC Charges during Ist year</p> <p>2. AMC charges during 2nd year</p> <p>3. AMC charges during 3rd year</p> <p>4. AMC charges during 4th year.</p>	<p>%age</p> <p>%age</p> <p>%age</p> <p>%age</p>	
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Signature, name and designation of authorized signatory

FINANCIAL BID

Type: - Biometric Attendance System with GPRS/GPS facility

S.N	Description	Total Amount(inclusion of all taxes and charges) per unit (in figures)	Total Amount(inclusion of all taxes and charges) per unit (in words)
1	<p>Part – I</p> <p>A. Biometric Attendance System inclusive of software as per specification in RFP with standard accessories</p> <p style="padding-left: 40px;">A.1 window based software</p> <p style="padding-left: 40px;">A.2 Web based software</p> <p>B. Installation & Commissioning charges</p> <p>Total Charges</p>	<p>Rs _____</p> <p>Rs. _____</p> <p>Rs. _____</p> <p>Rs _____</p>	<p>Rs _____</p> <p>Rs. _____</p> <p>Rs. _____</p> <p>Rs. _____</p>

Part –II

2	<p>Add on Accessories –</p> <p style="padding-left: 40px;">a. Per meter rate of Cat-6 Data Cable (Branded & ISI mark)</p> <p style="padding-left: 40px;">b. Metallic box with locking system</p>	<p>Rs _____</p> <p>Rs. _____</p>	<p>Rs _____</p> <p>Rs. _____</p>
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Part III

3	<p>Annual Maintenance charges after warranty period.</p> <p>1.AMC Charges during Ist year</p> <p>2. AMC charges during 2nd year</p> <p>3. AMC charges during 3rd year</p> <p>4. AMC charges during 4th year.</p>	<p>%age</p> <p>%age</p> <p>%age</p> <p>%age</p>	
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Signature, name and designation of authorized signatory

FINANCIAL BID

Type: - Biometric Attendance System with Camera and GPRS/GPS facility

S.N	Description	Total Amount(inclusion of all taxes and charges) per unit (in figures)	Total Amount(inclusion of all taxes and charges) per unit (in words)
1	<p>Part – I</p> <p>A. Biometric Attendance System inclusive of software as per specification in RFP with standard accessories</p> <p>A.1 window based software</p> <p>A..2 Web based software</p> <p>B. Installation & Commissioning charges</p> <p>Total Charges</p>	<p>Rs _____</p> <p>Rs. _____</p> <p>Rs. _____</p> <p>Rs _____</p>	<p>Rs _____</p> <p>Rs. _____</p> <p>Rs. _____</p> <p>Rs. _____</p>

Part –II

2	<p>Add on Accessories –</p> <p>c. a .Per meter rate of Cat-6 Data Cable (Branded & ISI mark)</p> <p>b. Metallic box with locking system</p>	<p>Rs _____</p> <p>Rs. _____</p>	<p>Rs _____</p> <p>Rs. _____</p>
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Part III

3	<p>Annual Maintenance charges after warranty period.</p> <p>1.AMC Charges during Ist year</p> <p>2. AMC charges during 2nd year</p> <p>3. AMC charges during 3rd year</p> <p>4. AMC charges during 4th year.</p>	<p>%age</p> <p>%age</p> <p>%age</p> <p>%age</p>	
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Signature, name and designation of authorized signatory

FINANCIAL BID

Type: - Biometric Attendance System with Industrial Model

S.N	Description	Total Amount(inclusion of all taxes and charges) per unit (in figures)	Total Amount(inclusion of all taxes and charges) per unit (in words)
1	Part – I		
	A. Biometric Attendance System inclusive of software as per specification in RFP with standard accessories		
	A.1 window based software	Rs _____	Rs _____
	A. 2 Web based software	Rs. _____	Rs. _____
	B. Installation & Commissioning charges	Rs. _____	Rs. _____
	Total Charges	Rs _____	Rs. _____

Part –II

2	Add on Accessories –		
	d. a Per meter rate of Cat-6 Data Cable (Branded & ISI mark)	Rs _____	Rs _____
	e. b Metallic box with locking system	Rs. _____	Rs. _____

Part III

3	Annual Maintenance charges after warranty period.		
	1.AMC Charges during Ist year	%age	
	2. AMC charges during 2 nd year	%age	
	3. AMC charges during 3 rd year	%age	
	4. AMC charges during 4 th year.	%age	

Signature, name and designation of authorized signatory

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
Managing Director.,
The Intelligent Communication Systems India Ltd.
Administrative Building, Okhla Industrial Estate Phase-III
New Delhi

WHEREAS
(name and address of the supplier) (hereinafter called “the supplier”) has
undertaken, in pursuance of contract no..... dated
to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that
the supplier shall furnish you with a bank guarantee by a scheduled
commercial recognized by you for the sum specified therein as security for
compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank
guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and
responsible to you, on behalf of the supplier, up to a total of
..... (amount of the guarantee in
words and figures), and we undertake to pay you, upon your first written
demand declaring the supplier to be in default under the contract and without
cavil or argument, any sum or sums within the limits of (amount of guarantee)
as aforesaid, without your needing to prove or to show grounds or reasons for
your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the
supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of
the terms of the contract to be performed there under or of any of the contract

documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Undertaking of Authenticity for Bio-metric Attendance System

Sub: SUPPLY OF Bio-metric Attendance System

Ref: 1. Your Purchase Order No-----dated -----

2. Our invoice no. / Quotation no. -----dated -----

With reference to the Bio-metric Attendance System being supplied / quoted to you vide our invoice no. cited above.

We hereby undertake that all the components / parts / assembly / software used in the Bio-metric Attendance System are / shall be original new and latest components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default or if we are unable to comply with above at the time of delivery or during installation, we agree to take back the systems without demur, if already supplied and return the money if any paid to us by you in this regard.

We also take full responsibility of both Parts & maintenance service as per the content even if there is any defect by our authorized Service Center.

Authorized signatory

Name:

Designation:

Place:

Date:

Annexure: F

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the Tender.
2. We hereby unconditionally accept that ICSIL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the Tender, in short listing of bidders.
3. All the details mentioned by us are true and correct and if ICSIL observes any misrepresentation of facts on any matter at any stage, ICSIL has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to Tender.
5. We confirm that we have noted the contents of the Tender and have ensured that there is no deviation in filing our response to the Tender and that the ICSIL will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal & Signature of the bidder

Annexure- G

Compliance Sheet for Eligibility Criteria

S. No.	Eligibility Criteria	Compliance (Yes / No)	Documents Attached at Page No of Technical Bid
1	The bidder should be either OEM or Business Partner of OEM. Bidders other than OEM/ Business partner of OEM should submit the Manufacturers Authorization Form (MAF) from the OEM. In case business partner furnish the copy of certification from OEM being business partner		
2	The bidder should have Income Tax PAN in its name and copy of the same must be enclosed		
3	VAT Registration Attach copy of valid VAT registration		
4	Service Tax Registration: Please attach proof of valid Service Tax Registration Certificate.		
5	Turnover: The average annual turnover of the company should be minimum Rs. Three Crores during the last three Financial Year i.e. 2010-11, 2011-12 & 2012-13 Attach copies of Balance Sheet		
6	OEM/Bidder should be in similar business for over three years and have executed at least two similar order of over Rs. 10 Lakhs each for any State or Central Govt. /PSU/Autonomous body/ Ministry in the last 3 years.(before 31/03/2014) Attach copies of work order		
7	A certificate from bidder's must enclosed with the bid certifying that the person signed the bid is authorized person to sign on behalf of company		

8	The firm should have office in Delhi and billing should be from Delhi. Attach any documentary proof		
9	A self certificate that the bidder has not been black listed by any department of the Central/State Government in the past three years, is to be submitted in the Technical Bid.		
10	Bidder should offer the system of only of reputed OEM having their own service across Pan India including NCR. Attach documentary proof		
11	The bidder should have a back-to-back support from OEM of Biometric Attendance System. Any upgrade and updates for the next 5 years shall be made available by the vendor without any additional cost. Attach Undertaking of the Original Equipment Manufacturer		
12	The Manufacturer's Plant should have ISO-9000 series or equivalent Certificate for quality management. Attach copy of the Certification		
13	OEM, on whose behalf bidder is submitting bid, should have manufacturing plant in India to ensure availability of original spare parts for at least five years. Attach appropriate documents to substantiate bidder's claim.		
14	OEM should have own development team for the customization in software and hardware, in case required by the client. Attach appropriate documents to substantiate bidder's claim.		

Date

Authorised Signature with seal