

# **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 Industrial Estate Phase-  
III, New Delhi -110020**

**Phone: 26929051, 26830338, Fax: 26830347, e-mail: [info@icsil.in](mailto:info@icsil.in),  
[software@icsil.in](mailto:software@icsil.in) Website: [www.icsil.in](http://www.icsil.in)  
<https://govtprocurement.delhi.gov.in>**

## **REQUEST FOR EMPANELMENT (RFE)**

**for**

## **EMPANELMENT OF IT AGENCIES**

**Reference Number: ICSIL/EMP/2014-15/101**

**Date: 15-09-2014**

**Closing Date & Time of Proposal Submission 14-10-2014 at 03.00 PM**

## INDEX

### TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE No.</u>
1.	Notice Inviting Request for Empanelment	3
2	Introduction & Project overview	4
3	Eligibility & Evaluation Criteria	7
4.	Instructions to Applicant Company	28
5.	General (Commercial) Conditions of the Contract	41
6.	Annexure	47

# SECTION I

Ref NO.ICSIL/EMP/2014-15/101

Dated: 15-09-2014

## INVITATION FOR REQUEST FOR EMPANELMENT

### 1. Key events and Dates

Name of the Project Work	<b>EMPANELMENT OF AGENCIES FOR INFORMATION TECHNOLOGY JOB</b>
Ref No Date	ICSIL/EMP/2014-15/101 15-09-2014
Availability of RFE document	Delhi Govt. E-Tender Portal <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> and website of ICSIL i.e <a href="http://www.icsil.in">www.icsil.in</a>
Registration Fee	Category A Rs. 40,000/- Category B Rs. 30,000/- Category C Rs. 20,000/- Category D Rs. 10,000/- in the form of DD/PO in favor of Intelligent Communication Systems India Ltd, New Delhi
Security Deposit	Category A Rs. 5,00,000/- Category B Rs. 2,00,000/- Category C Rs. 1,00,000/- Category D Rs. 50,000/-  in the form of DD/PO/FDR/BG in favor of Intelligent Communication Systems India Ltd, New Delhi
Date of issue of RFE documents	15-09-2014
Contact Person for seeking clarifications through e-mail with last date & time	Mr. A.K.Chhabra, Sr. Consultant  22-09-2014 by 5.00 PM
Email id for clarifications	<a href="mailto:ak.chhabra@icsil.in">ak.chhabra@icsil.in</a>
Pre-bid Conference	24-09-2014 at 11.30 AM
Venue for Pre-bid conference	ICSIL, Okhla Industrial Estate Ph. 3, Above Post Office, New Delhi
Last date and time for submission of Proposal	14-10-2014 at 3.00 PM
Date and Time of opening of RFE	14-10-2014 at 3.30 PM

## SECTION 2

### INTRODUCTION AND PROJECT OVERVIEW

- 1.1 Intelligent Communication Systems India Ltd. (ICSIL) 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 To meet the growing demand for design, short term and long term software development, implementation and roll out of e-Governance Projects , ICSIL intends to empanel reputed Agencies to provide various IT services to assist in implementation of different e-Governance related activities such as software application development, Software/ Website/ Portal Development, Data Digitization/ Document Management, Commissioning & Installation of Networking and Site Preparation and Turnkey solution .
- 1.3 The need of empanelment agencies is to strengthen the capacity of ICSIL for implementation of IT projects as various demands of development and implementation of such activities come from the Central / State Government Departments as well as other organisations, to fulfill the requirements and needs of the departments and organizations
- 1.4 These empanelled agencies would be eligible to take up jobs in association with ICSIL in different Government departments related to IT and e-Governance after a price discovery mechanism amongst these agencies
- 1.5 The empanelled agencies will only be engaged for the jobs below the value set in the different categories. The projects above this value will have to be taken up through an Open tender process
- 1.6 Please note that this document is not for actual award of contract/ work order but to call the agencies for Empanelment
- 1.7 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 Company status by ICSIL shall not give rise to any enforceable rights by the Company. ICSIL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of ICSIL

## **EMPANELMENT FOR**

The different groups and categories of the works in which agencies shall be empanelled is summarized below:

### **1. GROUP 'A' : Empanelment for Software/ Website/ Portal Development**

- a. Category-A: Applications for estimated project value up to Rs. 500 Lakh
- b. Category-B: Applications for estimated project value upto Rs. 200 Lakh
- c. Category C: Applications for estimated project value upto Rs. 25 Lakh
- d. Category D: Applications for estimated project value upto Rs. 10 Lakh

### **2. GROUP 'B' : Empanelment for Scanning & Digitization/ Document Management System**

- a. Category-A: Data Digitization and/or scanning work for estimated project value upto Rs500 Lakh
- b. Category-B: Data Digitization and/or scanning work for estimated project value upto Rs.200 Lakh
- c. Category C: Data Digitization and/or scanning work for estimated project value upto Rs. 25 Lakh
- d. Category C: Data Digitization and/or scanning work for estimated project value upto Rs. 10 Lakh

### **3. GROUP 'C' : Empanelment for Networking and Site Preparation**

- a. Category-A: Networking and Site Preparation work for estimated project value upto Rs.500 Lakh
- b. Category-B: Networking and Site Preparation work for estimated project value upto Rs.200 Lakh
- c. Category C Networking and Site Preparation work for estimated project value upto Rs.25 Lakh
- d. Category D Networking and Site Preparation work for estimated project value upto Rs.10 Lakh

### **4. GROUP 'D' : Empanelment for providing Turnkey Solutions**

- a. Category-A: Turnkey Solutions for estimated project value upto Rs.500 Lakh
- b. Category-B: Turnkey Solutions for estimated project value upto Rs.200 Lakh
- c. Category C Turnkey Solutions for estimated project value upto Rs. 100 Lakh

**5. GROUP 'E' : Empanelment for providing IT Hardware & Accessories**

- a. Category C : IT Hardware & Accessories work for estimated value upto Rs.25 Lakh
- b. Category D: IT Hardware & Accessories work for estimated value upto Rs.10 Lakh

**6. GROUP 'F' : Empanelment of Security & Surveillance Solutions**

- a. Category-A: Security & Surveillance Solutions work for estimated project value upto Rs.500 Lakh
- b. Category-B: Security & Surveillance Solutions work for estimated project value upto Rs.200 Lakh
- c. Category C Security & Surveillance Solutions work for estimated project value upto Rs.25 Lakh
- d. Category D Security & Surveillance Solutions work for estimated project value upto Rs.10 Lakh

**7. GROUP 'G' : Empanelment for AMC of Computer & Peripherals**

- a. Category C : AMC of Computer & Peripherals work for estimated value upto Rs.25 Lakh
- b. Category D: AMC of Computer & Peripherals work for estimated value upto Rs.10 Lakh

## SECTION 3

### ELIGIBILITY AND EVALUATION CRITERIA

#### 3.1 COMMON ELIGIBILITY CRITERIA:

- 3.1.1 The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/Autonomous bodies or any other venture not covered above and in similar business for the last three years as on 31<sup>st</sup> March 2014. Consortium of companies/firms etc. is not allowed to apply for empanelment ( . Copy of valid Certificate of Incorporation or firms' registration attested by Company Secretary/ Authorized Signatory )
- 3.1.2 The applicant should have valid Service Tax or VAT Registration in its name ( attach copy of registration)
- 3.1.3 The applicant should have Income Tax PAN in its name {Attach copy}
- 3.1.4 A self-certificate that the Company has not been black listed by any department/autonomous body/PSU of the Central/State Government in the past three years as on last date of submission of the RFE ( submit as per Annexure 11 )
- 3.1.5 Average Annual Turnover for the year 2011-12., 2012-13 & 2013-14 from specific trade/group for which applicant seeking empanelment (Attach Financial Information as per Annexure 5)
- |            |                              |
|------------|------------------------------|
| Category A | Rs. 50 Crores & above        |
| Category B | Rs. 5 Crores to Rs.50 Crores |
| Category C | Rs. 1 Crores to Rs. 5 Crores |
| Category D | upto Rs. 1 crores            |
- 3.1.6 Specific eligibility criteria against each category has been mentioned

#### 3.2 Evaluation criteria and Empanelment

- 3.2.1 Agencies are expected to meet the eligibility criteria as mentioned in the RFE document for different categories. Agencies failing to either meet

these criteria or not furnishing the requisite supporting documents/ documentary evidence is liable to be summarily rejected.

**3.2.2** ICSIL shall constitute an Evaluation Committee, which shall carry out the entire evaluation process.

**3.2.3** The ICSIL shall evaluate the proposal with reference to the information contained in RFE and other supporting documents furnished as mentioned in this document.

### **3.3 REQUIREMENT FOR EMPANELMENT**

#### **3.3.1 Group A : Empanelment for Software Development**

A. The tentative list of work for empanelment for Software Development category is mentioned below as per the requirement of individual orders:

1. General Software Development (website, application, content management system etc.)
2. Software Development in open source/standard technologies
3. GIS Application Development
4. Mobile Application Development
5. Software Testing & Quality Assurance
6. Preparation of Business Processing Diagram (BPD) or proposal on the basis of preliminary study
7. Preparation of System Requirement Specifications (SRS)
8. System Designing and Development (SDD) , hardware sizing
9. Implementation & Maintenance
10. Preparation of Operational Manual, User Manual, Design Documents etc
11. Ensure that website /software application gets security certification from Cert-in Compliant Agency



12 Website testing for WCAG, GIGW, W3C localization Standard compliance; Functionality and Load Testing

13 Business Intelligence (BI), Data Warehouse and Data Mining

14. Technical Document / Content Writing

15 Social Media

16. Local Citizen related Data Collection/Collation and Citizen Service Desk/Kiosk Management

17 Software developed by empanelled agencies MUST ensure compliance to e-Governance Standards of Government of India, NIC Web Guidelines and standards, Data and Metadata standards for Government projects, Accessibility guidelines and all other relevant e-Governance standards and guidelines published by Government of India .

**B Category :-** In view of the different nature, type and complexity of projects, the registration and empanelment shall be in following four categories based on their annual sales turnover and Eligibility of Software solution provider companies for participation in Tender Value.

<b>Company Category</b>	<b>Average Annual Sales Turnover of Company during the last three years (2011-12, 2012-13 &amp; 2013-14)</b>	<b>Empanelled agencies would be allowed to participate in bidding for Tender Value</b>
A	Above Rs. 50 Crores	Rs. 25 lakhs to Rs. 5 Crores
B	➤ Rs.5 Crores to Rs.50 Crores	Rs. 10 lakhs to 2 Crores
C	➤ Rs. 1 crores to Rs. 5 Crores	Rs. 1 lakhs to Rs. 25 lakhs
D	Less than Rs. 1 crores	Rs. 1 lakhs to Rs. 10 lakhs

To avoid dependencies on few number of agencies and to ensure wider participation, overlap of tender value is kept intentionally and agencies across groups can be eligible for a tender if its value lies in more than one group. Further, an agency is restricted to execute work orders in a year equal to twice the average turnover of the company during the last three years

## C Specific Eligibility Criteria of empanelment for Software Development

S.No	Criteria	Documents to be submitted as qualifying documents
1	<p><b>Experience</b></p> <p>a) Details of Work Orders executed/under execution since 1st April, 2011 indicating the name of the organization/ period / value / size (numbers) of the project.</p> <p>b) Must have completed assignments, as given below, of software development in a large Enterprise/Government environment in previous three years from the date of registration</p> <p><b>Category A</b> at least 2 assignments of Rs. 100 lakhs or 4 assignments of Rs. 50 lakhs  <b>Category B</b> at least 2 assignments of Rs. 50 lakhs or 4 assignments of Rs. 25 lakhs  <b>Category C</b> at least 2 assignments of Rs. 25 lakhs or 4 assignments of Rs. 15 lakhs  <b>Category D</b> at least 2 assignments of Rs. 10 lakhs or 4 assignments of Rs. 5 lakhs</p>	<p>Attach copies of Purchase/Work orders and Performance Certificate/ completion certificate alongwith details as per <b>Annexure 6</b></p>
2	<p><b>Professional Manpower</b></p> <p><b>Category A</b> Company should have min 50 Full Time Application Development professional on their own payroll for more than one year as on date of submission out of which at least 20 employees should have recognised  BCA/B.Tech/B.E./M.C.A./M.B.A./M.Sc. degrees.</p> <p><b>Category B</b> Company should have min 25 Full Time Application development professional on their own payroll for more than one year as on date of submission out of which at least 15 employees should have recognised  BCA/B.Tech/B.E./M.C.A./M.B.A./M.Sc degrees.</p> <p><b>Category C</b> Company should have min 10 Full Time Application development professional on their own payroll for more than one year as on date of submission out of which at least 7 employees should have recognised  BCA/B.Tech/B.E./M.C.A./M.B.A./M.Sc. degrees.</p> <p><b>Category D</b> Company should have min 3 Full Time Application development professional on their own payroll for more than one year as on date of submission out of which</p>	<p>Undertaking by applicant authorized person alongwith details as per <b>Annexure 7</b></p>

3	<b>Infrastructure:-</b> Company should have legal Software's/ platform for S/W development	Copies of licenses should be attached alongwith details as per <b>Annexure 8</b>
4	<b>Certification</b> <b>For Category A</b> should have at least ISO 9000:2008 or CMM-3 certification  <b>For Category B</b> the Company should be an ISO 9001:2008 or ISO 20000-1 or equivalent certified Company	The Company should enclose a copy of quality certificate
5	Registration with EPF & ESIC for Category A & B	Copy of registration

### 3.3.2 GROUP B Empanelment for Scanning & Digitization/ Document Management System

A. The tentative list of work for empanelment for Data Digitization category is mentioned below as per the requirement of individual orders:

a. Responsible for the digitization of the data currently available in manual form and/ or migration of the data available in the databases of the existing IT systems to the new IT systems.

b. Data entry and digitization of the existing paper based records / physical files i.e. Scanning, Storing, Retrieval and all other aspects of Digitization process, Records/ Storage etc.

c. Data entry of the master data and the transaction data as per the requirements.

d. Design the data migration & acceptance methodology and plan.

e. Develop his own data migration schema etc. as well as procure / develop any software which may be required for data migration.

f. Ensure 100% accuracy in the migrated data

g. Maintenance of proper record of handing over and taking over of the documents, any loss of document shall be treated very seriously and may lead to termination of contract and penal action

**B Category :-** In view of the different nature, type and complexity of projects, the registration and empanelment shall be in following four categories based on their annual sales turnover and Eligibility of Scanning & Digitization & Document Management companies for participation in Tender Value.

Company Category	Average Annual Sales Turnover of Company during the last three years (2011-12, 2012-13 & 2013-14)	Empanelled agencies would be allowed to participate in bidding for Tender Value
A	Above Rs. 50 Crores	Rs. 25 lakhs to Rs. 5 Crores
B	➤ Rs.5 Crores to Rs.50 Crores	Rs. 10 lakhs to 2 Crores
C	➤ Rs. 1 crores to Rs. 5 Crores	Rs. 1 lakhs to Rs. 25 lakhs
D	Less than Rs. 1 crores	Rs. 1 lakhs to Rs. 10 lakhs

To avoid dependencies on few number of agencies and to ensure wider participation, overlap of tender value is kept intentionally and agencies across groups can be eligible for a tender if its value lies in more than one group. Further, an agency is restricted to execute work orders in a year equal to twice the average turnover of the company during the last three years

### C Specific Eligibility Criteria of empanelment for Scanning & Digitization/Documents Management

S.No	Criteria	Documents to be submitted as qualifying documents
1	<p><b>Experience</b></p> <p>a) Details of Work order/ jobs executed/under execution since 1st April, 2011 indicating the name of the organization/ period / value / size (numbers) of the job/order.</p> <p>b) Must have completed assignments, as given below, of Scanning &amp; Digitization/ Data Management in a large Enterprise/ Government environment in previous three years from the date of registration.</p> <p><b>Category A</b> at least 2 assignments of Rs. 100 lakhs or 4 assignments of Rs. 50 lakhs  <b>Category B</b> at least 2 assignments of Rs. 50 lakhs or 4 assignments of Rs. 25 lakhs  <b>Category C</b> at least 2 assignments of Rs. 25 lakhs or 4 assignments of Rs. 15 lakhs  <b>Category D</b> at least 2 assignments of Rs. 10 lakhs or 4 assignments of Rs. 5 lakhs</p>	<p>Attach copies of Purchase/Work orders and Performance Certificate/ completion certificate alongwith details as per <b>Annexure 6</b></p>

2	<p><b>Professional Manpower</b></p> <p><b>Category A</b> Company should have more than 75 scanning and software professionals on their payroll as on date of submission</p> <p><b>Category B</b> Company should have more than 50 scanning and software professionals on their payroll as on date of submission</p> <p><b>Category C</b> Company should have more than 25 scanning and software professionals on their payroll as on date of submission</p> <p><b>Category D</b> Company should have more than 10 scanning and software professionals on their payroll as on date of submission</p>	Undertaking by applicant authorized person alongwith details as per <b>Annexure 7</b>
3	<p><b>Infrastructure :-</b> Company should have its own infrastructure for scanning &amp; data management</p> <p><b>Category A</b> Company should have at least 50 high speed scanners of 60-110simplex pages per Minute and at least one book scanner of size A3</p> <p><b>Category B</b> Company should have at least 20 high speed scanners of 60-110simplex pages per Minute and at least one book scanner of size A3</p> <p><b>Category C</b> Company should have at least 10 high speed scanners</p> <p><b>Category D</b> Company should have at least 5 high speed scanners</p>	Copies of tax paid invoice alongwith details as per <b>Annexure 8</b>
4	<p><b>Certification</b></p> <p><b>For Category A</b> should have at least ISO 9001:2008 or ISO 27001:2005 or equivalent certified Company</p> <p><b>For Category B</b> the Company should be an ISO 9000:2008 or ISO 27001:2005 or equivalent certified Company</p>	The Company should enclose a copy of quality certificate
5	<b>Category A &amp; B</b> Company should have own Data Management software	Copies of licenses or any other documents to substantiate its claim be attached.
6	Registration with EPF & ESIC for <b>Category A , B &amp; C</b>	Copy of registration

### **3.3.3 GROUP C :- Empanelment for Networking Commissioning & Installation and Site Preparation**

A. The tentative list of work for empanelment for Networking and Site Preparation category is mentioned below as per the requirement of individual orders:

1. Design and Development of network
2. Implementation of networking solution
3. Installation of campus network, WAN, Local area network (LAN cables, LAN ports, switches, OFC, etc)
4. Installation of wireless network as per terms of the order.
5. Provision of computer furniture if required as per the terms of the order.
6. Ensure adequate power points in adequate numbers with proper electric-earthing.
7. Earthing and electric cabling as required at the site.
8. Site preparation at locations for establishment and installation of networking and connectivity solution.
9. Coordination with the Department and nominated officials of a service provider for Installation, Configuration, Testing and Commissioning of Point to Point Leased Lines for connecting with SWAN, VPNoBB, WiMax, VSAT and MPLS links etc.

**B Category :-** In view of the different nature, type and complexity of projects, the registration and empanelment shall be in following four categories based on their annual sales turnover and Eligibility of Networking & site preparation solution provider companies for participation in Tender Value.

Company Category	Average Annual Sales Turnover of Company during the last three years (2011-12, 2012-13 & 2013-14)	Empanelled agencies would be allowed to participate in bidding for Tender Value
A	Above Rs. 50 Crores	Rs. 25 lakhs to Rs. 5 Crores
B	➤ Rs.5 Crores to Rs.50 Crores	Rs. 10 lakhs to 2 Crores
C	➤ Rs. 1 crores to Rs. 5 Crores	Rs. 1 lakhs to Rs. 25 lakhs
D	Less than Rs. 1 crores	Rs. 1 lakhs to Rs. 10 lakhs

To avoid dependencies on few number of agencies and to ensure wider participation, overlap of tender value is kept intentionally and agencies across groups can be eligible for a tender if its value lies in more than one group. Further, an agency is restricted to execute work orders in a year equal to twice the average turnover of the company during the last three years

### **C Eligibility Criteria of empanelment for Networking Commissioning & Installation and Site Preparation**

S.No	Criteria	Documents to be submitted as qualifying documents
1	<p><b>Experience</b></p> <p>a) Details of Work Order/ jobs executed/under execution since 1st April, 2011 indicating the name of the organization/ period / value/ size (numbers) of the order/job.</p> <p>b) Must have completed assignments, as given below, for Networking in a large Enterprise/Government environment in previous three years from the date of registration</p> <p><b>Category A</b> at least 2 assignments of Rs.100 lakhs or 4 assignments of Rs. 50 lakhs</p> <p><b>Category B</b> at least 2 assignments of Rs.50 lakhs or 4 assignments of Rs. 25 lakhs</p> <p><b>Category C</b> at least 2 assignments of Rs.25 lakhs or 4 assignments of Rs. 15 lakhs</p> <p><b>Category D</b> at least 2 assignments of Rs.10 lakhs or 4 assignments of Rs. 5 lakhs</p>	<p>Attach copies of Purchase/Work orders and Performance Certificate/ completion certificate alongwith details as per <b>Annexure 6</b></p>

2	<p><b>Professional Manpower</b></p> <p><b>Category A</b> Company should have more than 20 professionals on their payroll as on date of submission out of which 10 should have recognized B.Tech/ BE/MCA/ M.Sc. degrees, in the areas of Computers/ IT/ Electronics/E&amp;C</p> <p><b>Category B</b> Company should have more than 15 professionals on their payroll as on date of submission out of which 7 should have recognized B.Tech/ BE/MCA/ M.Sc. degrees, in the areas of Computers/ IT/ Electronics/E&amp;C</p> <p><b>Category C</b> Company should have more than 5 professionals on their payroll as on date of submission out of which 3 should have recognized B.Tech/ BE/MCA/ M.Sc. degrees, in the areas of Computers/ IT/ Electronics/E&amp;C</p> <p><b>Category D</b> Company should have more than 3 professionals on their payroll as on date of submission out of which 2 should have recognized B.Tech/ BE/MCA/ M.Sc. degrees, in the areas of Computers/ IT/ Electronics/E&amp;C</p>	Undertaking by applicant authorized person alongwith details as per <b>Annexure 7</b>
3	<p><b>Infrastructure</b></p> <p>Should have adequate infrastructure to implement the project efficiently</p>	Details as per <b>Annexure 8</b>
4	<p><b>Manufacturer:-</b></p> <ol style="list-style-type: none"> <li>1. Original Manufacturer of active and passive components or an authorized integrator</li> <li>2. Expertise in setting up LAN/WAN/Campus Network.</li> <li>3. Capable of laying optical fiber(both indoors and outdoors)</li> </ol> <p><b>Category A&amp;B</b> Original Manufacturer of active and passive components or an authorized integrator.</p> <p><b>Category C &amp; D</b> Should be authorized partner of the OEM</p> <ol style="list-style-type: none"> <li>1.</li> </ol>	<p>Cat. A &amp; B Manufacturing Licence or any other appropriate documents to substantiate the claim of eligibility</p> <p>Cat. C &amp; D Copy of certificate for authorized partner</p>
5	Registration with EPF & ESIC for Category A & B	Copy of registration



### **3.3.4 GROUP D: - Empanelment for providing Turnkey Solutions**

A. The tentative list of work for empanelment for providing Turnkey Solutions category is mentioned below as per the requirement of individual orders:

a. The turnkey solution must have application software component and provide Total Solution by supply of required software and required hardware environment to run the supplied software and its facility management.

b. The hardware required for the project shall be procured for the department(s) by the Service Provider as per procurement policy of Government .

c. Supply of the hardware, software, network design, networking equipments, UPS, DG set to the location as per the requirements.

d. Operating System Installation and Configuration

e. Installation of Antivirus and other support software if any

f. Preparation of Business Processing Diagram (BPD) or proposal on the basis of preliminary study.

g. System Requirement Specifications (SRS)

h. System Design and Development (SDD) hardware sizing

i. Development of Specialized/Customized System Software/Application Software, interface with the Application software. Supply of required hardware, networking etc. for the project.

j. Testing and Maintenance of System as per terms of order.

k. Operational and Design Documents

l. Installation and Implementation.

m. Data Entry and Processing related to Turnkey Solution.

n. Training on Software to Client Department

- o. Operation and maintenance as per terms of order.
- p. User manual, Design Documents and Source code with Intellectual Property Rights (IPR) and Replication Right etc.
- q. Personnel Deployment at Site as per terms of order
- r. Ensure that website /software application gets security certification from STQC or NIC empanelled agencies
- s. Software developed by empanelled agencies MUST ensure compliance to e-Governance Standards of Government of India, NIC Web Guidelines and standards, Data and Metadata standards for Government projects, Accessibility guidelines and all other relevant e-Governance standards and guidelines published by Government of India .

**B Category :-** In view of the different nature, type and complexity of projects, the registration and empanelment shall be in following three categories based on their annual sales turnover and Eligibility of Turnkey Solution provider companies for participation in Tender Value.

<b>Company Category</b>	<b>Average Annual Sales Turnover of Company during the last three years (2011-12, 2012-13 &amp; 2013-14)</b>	<b>Empanelled agencies would be allowed to participate in bidding for Tender Value</b>
A	Above Rs. 50 Crores	Rs. 25 lakhs to Rs. 5 Crores
B	➤ Rs.5 Crores to Rs.50 Crores	Rs. 10 lakhs to 2 Crores
C	Rs. 1 Crore to Rs. 5 Crores	Rs. 1 lakhs to Rs. 25 lakhs

To avoid dependencies on few number of agencies and to ensure wider participation, overlap of tender value is kept intentionally and agencies across groups can be eligible for a tender if its value lies in more than one group. Further, an agency is restricted to execute work orders in a year equal to twice the average turnover of the company during the last three years

## C Specific Eligibility Criteria of empanelment for Turnkey Solutions

S.No	Criteria	Documents to be submitted as qualifying documents
1	<p><b>Experience</b></p> <p>a) Details of Project/ jobs executed/under execution since 1st April, 2011 indicating the name of the organization/ period / value/ size (numbers) of the project</p> <p>b) Must have completed assignments, as given below, of complete IT Project in a large Enterprise/Government environment in previous three years of date of registration</p> <p><b>Category A</b> at least 2 assignments of Rs. 100 lakhs or 4 assignments of Rs. 50 lakhs</p> <p><b>Category B</b> at least 2 assignments of Rs. 50 lakhs or 4 assignments of Rs. 25 lakhs</p> <p><b>Category C</b> at least 2 assignments of Rs. 25 lakhs or 4 assignments of Rs. 15 lakhs</p>	<p>Attach copies of Purchase/Work orders and Performance Certificate/ completion certificate alongwith details as per <b>Annexure 6</b></p>
2	<p><b>Professional Manpower</b></p> <p><b>Category A</b> Company should have min 50 Full Time Application Development, Network, Hardware, professional on their own payroll for more than one year as on date of submission out of which at least 20 employees should have recognised BCA/B.Tech/B.E./M.C.A./M.B.A./M.Sc. degrees.</p> <p><b>Category B</b> Company should have min 25 Full Time Application development, Network, Hardware professional on their own payroll for more than one year as on date of submission out of which at least 15 employees should have recognised BCA/B.Tech/B.E./M.C.A./M.B.A./M.Sc degrees.</p> <p><b>Category C</b> Company should have min 10 Full Time Application development Network, Hardware professional on their own payroll for more than one year as on date of submission out of which at least 7 employees should have recognised BCA/B.Tech/B.E./M.C.A./M.B.A./M.Sc. degrees.</p>	<p>Undertaking by applicant authorized person alongwith details as per <b>Annexure 7</b></p>
3	<p><b>Infrastructure:-</b> Company should have legal Software /platform for software development</p>	<p>Attach Copies of licenses alongwith details as per <b>Annexure 8</b></p>

4	<b>Certification</b> Should have ISO 9000:2008 or 20001 or any other relevant Quality Certification from the agency of International Standard	Attach Copies of certification
5	Should have Registration with EPF & ESIC	Copy of registration

### 3.3.5 GROUP "E" Empanelment for providing IT Hardware & Accessories

**A** During empanelment period the Firm may be required to perform various standard tasks, which may include but not be limited to the following

- a. Supply of Hardware & Hardware Accessories: - Supplying all the products and equipments (including installation materials/accessories/consumables necessary for the installation of the systems) as specified in the Bill of Material & Technical specifications as per RFP at the designated locations.
- b. Supplying all the products with genuine OEM license(s)
- c. Providing comprehensive onsite warranty for all the supplied products/services.

**B Category :-** In view of the different nature, type and complexity of projects, the registration and empanelment shall be in following two categories based on their annual sales turnover and Eligibility of IT Hardware Accessories companies for participation in Tender Value.

Company Category	Average Annual Sales Turnover of Company during the last three years (2011-12, 2012-13 & 2013-14)	Empanelled agencies would be allowed to participate in bidding for Tender Value
C	Rs. 1 crores to Rs. 5 Crores	Rs. 1 lakhs to Rs. 25 lakhs
D	Less than Rs. 1 crores	Rs. 1 lakhs to Rs. 10 lakhs

To avoid dependencies on few number of agencies and to ensure wider participation, overlap of tender value is kept intentionally and agencies across groups can be eligible for a tender if

its value lies in more than one group. Further, an agency is restricted to execute work orders in a year equal to twice the average turnover of the company during the last three years

### **C Specific Eligibility Criteria of empanelment for IT Hardware Accessories**

<b>S.No</b>	<b>Criteria</b>	<b>Documents to be submitted as qualifying documents</b>
1	<p><b>Experience</b></p> <p>a) Details of Supply Order/ jobs executed/under execution since 1st April, 2011 indicating the name of the organization/ period / value / size (numbers) of the supply</p> <p>b) Must have completed assignments, as given below, for the supply of IT Hardware Accessories in a large Enterprise/Government environment in previous three years of date of registration</p> <p><b>Category C</b> at least 2 assignments of Rs. 25 lakhs or 4 assignments of Rs. 15 lakhs  <b>Category D</b> at least 2 assignments of Rs. 10 lakhs or 4 assignments of Rs. 5 lakhs</p>	Attach copies of Purchase/Work orders and Performance Certificate/ completion certificate alongwith details as per <b>Annexure 6</b>
2	<p><b>Technical /Professional Manpower</b> Should have sufficient number of technical &amp; professional manpower</p>	Furnish details as per <b>Annexure 7</b>
3	<p><b>Infrastructure</b> Should of adequate infrastructure</p>	Furnish details as per <b>Annexure 8</b>
4	<p><b>Certification</b> Should have Accreditation / Quality certification from any agency of repute</p>	Copies of certifications
5	<p><b>Manufacturer Authorization :-</b> Should be authorized partner of the OEM</p>	Copy of certificate for authorized partner .

### **3.3.6 GROUP “F” Empanelment of Security & Surveillance Solutions**

A The Security & Surveillance Solutions must have appropriate and certified software to support the Security & Surveillance equipment /devices. The Service Provider has to provide total solution in Security & Surveillance by supply of appropriate and certified software to run, operate, control, monitoring, storage of recorded data for analysis/ investigation purposes of the Security & Surveillance equipment /devices to be supplied alongwith the adequate Networking. The Security & Surveillance equipment /devices must have proper certification and approval from the Government / Industry norms. Support for maintenance, repair / replacement of deployed Security & Surveillance equipment /devices must have proper support for seamless and uninterrupted services. Security & Surveillance Equipment /Devices etc. for the project shall be procured for the department(s) by the Service Provider as per relevant procurement policy of Delhi Government/Govt. of India

Execution of order under this category may consist of Security & Surveillance Solutions (includes Security & Surveillance Products and Solution, Security Detectors, Alarms along with total Solution) one or more of the following jobs:

1. Design and setup of Security and Surveillance solutions as well as IT Security Solutions incorporating CCTV, Under Vehicle Surveillance System (UVSS), Boom barrier, Bollard Access Control, visitor management, and other access control related projects
2. Up-gradation / Installation and commissioning of Surveillance equipment /devices and project related required Networks (LAN, Campus wide networking, MAN, WAN)
3. To conduct the Site survey, Assess and finalize the customer requirements, carry out design and consultancy, make part supplies, system engineering, testing and commissioning of the systems.
4. Implementation of Surveillance equipment /devices and Network Management / Security / Storage / Backup Solutions /Network Administration
5. Supply of Security Surveillance equipment /devices and Integration with existing /new hardware and networks.
6. Maintenance of Security Surveillance equipment /devices and Networks

7. Installation, Commissioning, Training and Maintenance within the warranty period and post warranty. To take up AMC at mutually agreed terms on expiry of warranty period.

**B Category :-** In view of the different nature, type and complexity of projects, the registration and empanelment shall be in following four categories based on their annual sales turnover and Eligibility of Security & Surveillance solution provider companies for participation in Tender Value.

<b>Company Category</b>	<b>Average Annual Sales Turnover of Company during the last three years (2011-12, 2012-13 &amp; 2013-14)</b>	<b>Empanelled agencies would be allowed to participate in bidding for Tender Value</b>
A	Above Rs. 50 Crores	Rs. 25 lakhs to Rs. 5 Crores
B	➤ Rs.5 Crores to Rs.50 Crores	Rs. 10 lakhs to 2 Crores
C	➤ Rs. 1 crores to Rs. 5 Crores	Rs. 1 lakhs to Rs. 25 lakhs
D	Less than Rs. 1 crores	Rs. 1 lakhs to Rs. 10 lakhs

To avoid dependencies on few number of agencies and to ensure wider participation, overlap of tender value is kept intentionally and agencies across groups can be eligible for a tender if its value lies in more than one group. Further, an agency is restricted to execute work orders in a year equal to twice the average turnover of the company during the last three years

### **C Specific Eligibility Criteria of empanelment for Security & Surveillance Solution**

<b>S.No</b>	<b>Criteria</b>	<b>Documents to be submitted as qualifying documents</b>
1	<b>Experience</b> a) Details of Work Order/ jobs executed/under execution since 1st April, 2011 indicating the name of the organization/ period / value / size	Attach copies of Purchase/Work orders and Performance Certificate/ completion certificate alongwith details as per <b>Annexure 6</b>

	<p>(numbers) of the order</p> <p>b) Must have completed assignments, as given below, for security &amp; surveillance solution in a large Enterprise/Government environment in previous three years of date of registration</p> <p><b>Category A</b> at least 2 assignments of Rs. 100 lakhs or 4 assignments of Rs. 50 lakhs</p> <p><b>Category B</b> at least 2 assignments of Rs. 50 lakhs or 4 assignments of Rs. 25 lakhs</p> <p><b>Category C</b> at least 2 assignments of Rs. 25 lakhs or 4 assignments of Rs. 15 lakhs</p> <p><b>Category D</b> at least 2 assignments of Rs. 10 lakhs or 4 assignments of Rs. 5 lakhs</p>	
2	<p><b>Professional Manpower</b></p> <p><b>Category A</b> Company should have at least 20 Full Time qualified &amp; experienced professional in the field of Security &amp; Surveillance on their own payroll for more than one year as on date of submission out of which at least 10 qualified engineers with recognised degree/diploma</p> <p><b>Category B</b> Company should have at least 15 Full Time qualified &amp; experienced professional in the field of Security &amp; Surveillance on their own payroll for more than one year as on date of submission out of which at least 7 qualified engineers with recognised degree/diploma .</p> <p><b>Category C</b> Company should have at least 10 Full Time qualified &amp; experienced professional in the field of Security &amp; Surveillance on their own payroll for more than one year as on date of submission out of which at least 5 qualified engineers with recognised degree/diploma .</p> <p><b>Category D</b> Company should have at least 5 Full Time qualified &amp; experienced professional in the field of Security &amp; Surveillance on their own payroll for more than one year as on date of submission out of which at least 3 qualified engineers with recognised degree/diploma</p>	Undertaking by applicant authorized person alongwith details as per <b>Annexure 7</b>
3	<p><b>Infrastructure</b></p> <p>Should have adequate infrastructure to manage the implementation of project.</p>	Furnish details as per <b>Annexure 8</b>
4	<p><b>Certification</b></p> <p>For Category A &amp; B :- Applicant should have at least ISO 9000:2008 or 14001 or CMM-3 certification. Quality certification or any Global membership for Public Safety body</p>	Enclosed copies of quality certificates



5	<p><b>Manufacturer:-</b></p> <p><b>Category A &amp; B</b> 1. Original Manufacturer of security system or authorized integrator 2. Expertise in setting up security system ( indoors &amp; outdoors)</p> <p><b>Category C &amp; D</b> Should be authorized partner of the OEM Experience in setting up security system</p>	<p><b>Cat. A &amp; B</b> Manufacturing Licence or any other appropriate documents to substantiate the claim of eligibility <b>Cat. C &amp; D</b> Copy of certificate for authorized partner</p>
6	Should have registration with EPF & ESIC for <b>Category A &amp; B</b>	Copy of registration

### **3.3.7 GROUP G :-Empanelment for AMC of Computer System , peripherals , accessories and IT Infrastructure**

**A** The tentative list of work for empanelment for Annual Maintenance Contract of the computer systems, peripherals accessories & IT Infrastructure category is mentioned below as per the requirement of individual orders

1. The Annual Maintenance Contract (AMC) shall cover both preventive and breakdown maintenance.
2. Maintenance that includes the replacement of malfunctioning spares/ parts for proper functioning of all systems and sub-systems
3. Maintenance of entire Network and Passive equipment
4. Removal/ cleaning of virus through antivirus software.
5. Installation of general purpose software such as Open Office, windows operating systems, MS Office etc on PCs/laptops.
6. Correcting Software faults as and when reported.
7. Configuring the devices to access Software, Network/Internet/E-Mail. .
8. The spare parts supplied by the contractor should be brand new/ original one and from the reputed manufacturers/ sources to ensure satisfactory performance.
9. The work shall be carried out as per the best engineering practices and to the satisfaction of Client.

10. The contractor will attend to the complaints and breakdowns promptly as and when required.
11. The contractor will keep adequate quantity of spares for immediate repairs and will replenish the same from time to time as per requirement. The contractor will supply, repair /replace all the spare parts during the currency of the contract
12. The contractor should have all requisite service facilities at their work centers for carrying out such works and a contact telephone number for attending to urgent repairs.
13. Contractor shall ensure that during the progress of the work no damage shall occur to installations/equipment due to any reason, if so happens, contractor shall have to repair/replace the same at his own risk and cost. The decision of Client shall be final and binding on the contractor in this case.
14. Contractor shall positively observe all safety measures required to be undertaken for safety of persons, labours, public and properties at work site/ plant premises / residential premises/ public places etc

**B Category :-** In view of the different nature, type and complexity of projects, the registration and empanelment shall be in following two categories based on their annual sales turnover and Eligibility of Annual Maintenance Contract of the computer systems, peripherals , accessories & IT Infrastructure for participation in Tender Value.

<b>Company Category</b>	<b>Average Annual Sales Turnover of Company during the last three years (2011-12, 2012-13 &amp; 2013-14)</b>	<b>Empanelled agencies would be allowed to participate in bidding for Tender Value</b>
C	Rs. 1 crores to Rs. 5 Crores	Rs. 1 lakhs to Rs. 25 lakhs
D	Less than Rs. 1 crores	Rs. 1 lakhs to Rs. 10 lakhs

To avoid dependencies on few number of agencies and to ensure wider participation, overlap of tender value is kept intentionally and agencies across groups can be eligible for a tender if its value lies in more than one group. Further, an agency is restricted to execute work orders in a year equal to twice the average turnover of the company during the last three years

**C Specific Eligibility Criteria of empanelment for Annual Maintenance Contract of the computer systems, peripherals, accessories & IT Infrastructure**

S.No	Criteria	Documents to be submitted as qualifying documents
1	<p><b>EXPERIENCE IN THE FIELD OF MAINTENANCE OF COMPUTERS/ LAPTOPS/SERVER/ PRINTERS/ NETWORK</b></p> <p>c) Details of maintenance jobs executed/under execution since 1st April, 2011 indicating the name of the organization/ period of AMC contract/ value of AMC/ size (numbers) of the AMC (copies to be attached)</p> <p>d) Must have completed assignments, as given below, for the <b>Annual Maintenance Contract of the computer systems, peripherals &amp; accessories</b> in a large Enterprise/Government environment in previous three years of date of registration</p> <p><b>Category C</b> at least 2 assignments of Rs. 25 lakhs or 4 assignments of Rs. 15 lakhs  <b>Category D</b> at least 2 assignments of Rs. 10 lakhs or 4 assignments of Rs. 5 lakhs</p>	<p>Attach copies of Purchase/Work orders and Performance Certificate/ completion certificate alongwith details as per <b>Annexure 6</b></p>
2	<p><b>TECHNICAL EXPERTISE</b></p> <p>The firm must have expertise in preventive onsite maintenance and repair of servers, clients, computers, Laser / inkjet, Dot matrix printers, network components and scanner peripherals and other hardware parts and accessories;</p> <p><b>Category C</b>  At least 15 Engineers/ technical personnel on its payroll on the day of registration for carrying out maintenance jobs of Computers, Laptops, Server and Printers etc.</p> <p><b>Category D</b>  At least 10 Engineers/ technical personnel on its payroll on the day of registration for carrying out maintenance jobs of Computers, Laptops, Server and Printers etc</p>	<p>Undertaking by applicant authorized person alongwith details as per <b>Annexure 7</b></p>

3	<b>Infrastructure</b> Should have adequate infrastructure to execute the maintenance work efficiently	Furnish the details as per <b>Annexure 8</b>
4	<b>Certification</b> Should have Accreditation / Quality certification or any agency of repute	Enclosed copies of certificates
5	Authorized Service Provider of OEM	Copy of valid authorization certificate

## **SECTION 4**

**Ref No.: ICSIL/EMP/2014-15/101**

**Date:-15-09-2014**

### **INSTRUCTIONS TO APPLICANT COMPANY**

4.1 The applicant company shall bear all costs associated with the preparation and submission of the RFE. The ICSIL in any case will not be responsible or liable for these costs

4.2 .The applicant is advised to study the RFE Document carefully. Submission of the RFE shall be deemed to have been done after carefully studying and examination of all instructions, eligibility criterion, terms and requirement specifications contained in the RFE document with full understanding of its implications. Failure to furnish all information required in the RFE Document in all respects will be at the company's risk and may result in the rejection of the RFE

#### **4.3 RFE DOCUMENTS**

##### **4.3.1 RFE Documents includes:-**

Section 1 Invitation for Request for Empanelment

Section 2 Introduction and overview of the project

Section 3 Eligibility and Evaluation Criteria

Section 4 Instructions to agencies

Section 5 General (Commercial) Conditions of the Contract

Section 6 Annexure

4.3.2 Any clarification or communications obtained from the ICSIL.

#### 4.4 **AMENDMENT TO RFE DOCUMENTS**

4.4.1 At any time the ICSIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective company, modify the RFE documents by amendments.

4.4.2 The amendments/Corrigendum will be notified on ICSIL Website and these amendments will be binding on them. Applicant are advised to visit ICSIL Website regularly for updates on RFE.

#### 4.5 **EXTENSION OF TIME**

In order to give prospective company required time in which to take the amendments into action in preparing their RFE, the ICSIL may at its discretion extend the deadline for submission of RFE suitably.

#### 4.6 **ELIGIBILITY AND QUALIFICATIONS**

Company shall furnish as a part of RFE documents establishing the Company's eligibility to supply the material. The Company shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

#### 4.7 **RFE SECURITY & REGISTRATION FEE**

4.7.1 The Applicant Company shall submit Security and Registration Fee as given below

<b>Category</b>	<b>Security Amount</b>	<b>Annual Registration Fee ( Non-refundable)</b>
<b>A</b>	Rs.5,00,000/-	Rs. 40,000/-
<b>B</b>	Rs.2,00,000/-	Rs. 30,000/-
<b>C</b>	Rs.1,00,000/-	Rs. 20,000/-
<b>D</b>	Rs. 50,000/-	Rs. 10,000/-

The RFE security shall be in one of the following forms:-

- a) A Bank Guarantee as per enclosed format issued by a Scheduled Bank in favour of Purchaser valid for a period of 150 days from the date of tender opening.
  - b) Demand Draft or Pay Order or FDR from a Scheduled Bank in favour of M/s Intelligent Communications System India Ltd., payable at New Delhi.
  - c) Registration Fee shall be in the form of Demand Draft or Pay Order not in any other form.
- 4.7.2 If a applicant deals in more than one category of goods, he can make multiple applications for the different group/categories, each application to be accompanied by separate Security & Registration Fee .
- 4.7.3 The RFE security & registration fee of the unsuccessful Company will be discharged/ returned as promptly as possible..
- 4.7.4 The successful Company's RFE security will be discharged upon the Company's submission of the Performance Guarantee.
- 4.7.5 No interest is payable on Security Deposit.
- 4.7.6 In case of inadequacy or non-submission of prescribed Security/Registration Fee the RFE shall be deemed to be disqualified and shall be summarily rejected in the evaluation.
- 4.7.7 No Exemption to any applicant company shall be available in deposit of Security and Registration Fee
- 4.7.8 If the empanelled company fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the ICSIL to forfeit either in whole or in part, the security deposit furnished by the company.
- 4.8 ICSIL will not be responsible for any delay on the part of the company in obtaining the terms and conditions of the RFE notice or submission of the RFE

- 4.9 Any attempt by company to bring pressure towards ICSIL's decision making process, such company shall be disqualified for participation in the present RFE and those vendor may be liable to be debarred from bidding for ICSIL tenders in future for a period of three years.
- 4.10 Upon verification, evaluation / assessment, if in case any information furnished by the Company is found to be false/incorrect, their total RFE can be summarily rejected and no correspondence on the same, shall be entertained..
- 4.11 ICSIL will not be responsible for any misinterpretation or wrong assumption by the Company, while responding to this RFE.
- 4.12 The company 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.
- 4.13 All disputes in this connection shall be settled in Delhi jurisdiction only.
- 4.14 ICSIL reserves the right to cancel this RFE or modify the requirement without assigning any reasons. ICSIL will not be under obligation to give clarifications for doing the aforementioned.
- 4.15 A RFE determined as substantially non-responsive shall be rejected by the ICSIL.
- 4.16 The ICSIL may waive any minor infirmity or non-conformity or irregularity in the RFE which does not constitute a material deviation.
- 4.17 The ICSIL shall evaluate in detail and compare the RFE which are substantially responsive.
- 4.18 **POST RFE CLARIFICATIONS**

No post RFE clarification at the initiative of the Company shall be entertained and any effort by the Company to influence the Purchaser in the Purchaser's RFE evaluation, RFE comparison or award of the contract shall result in rejection of the RFE of applicant.



4.19 **Enquiries, Clarifications and Pre-Bid Meeting:** Enquiries, if any, shall be addressed to Mr. A.K.Chhabra, Sr. Consultant and sent to the email id [ak.chhabra@icsil.in](mailto:ak.chhabra@icsil.in).

i. All clarifications that are received by email on or before the date mentioned in the schedule will be addressed by ICSIL in a Pre-bid Meeting. ICSIL shall aggregate and respond to all such clarifications as per the schedule of bidding. This response to clarifications will be issued as a Corrigendum to the original RFE, if any.

ii. Applicant interested to participate in the Pre-bid meeting are requested to intimate particulars of the participant ( maximum two ) by E-mail to Mr. A.K.Chhabra on the above referred E-mail ID before last date for seeking clarification .

iii. During the course of Pre-Bid conferences, the applicant will be free to seek clarifications and make suggestions for consideration. The ICSIL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair and transparent Process.

iv. In respect of suggestions / clarifications received, the following shall apply:

- ICSIL reserves the right not to consider any condition that is the sole discretion of ICSIL, if found unacceptable.
- If in ICSIL's opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by ICSIL and the accepted conditions will be made available to all applicant..
- In respect of suggestions / alterations proposed ICSIL may consider them and the result will be circulated to all bidders through its website.

v. If ICSIL deems it appropriate to revise any part of this RFE or to issue additional data to clarify an interpretation of the provisions of this RFE, it may issue supplements to this RFE. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, and official communication over email / post will be posted on the ICSIL website . Any such supplement shall be deemed to be incorporated by this reference into this RFE.

vi. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, ICSIL, at its discretion, may extend the deadline for the submission of bids.

**4.20 Authentication of Bid:** The RFE alongwith all annexure /document shall be signed by a person duly authorized to bind the organization to the Contract. A duly stamped Power-of-Attorney accompanying the RFE Document shall support the letter of authorization. The person or persons signing the RFE Document shall sign all pages of the RFE Document, including pages where entries or amendments have been made.

**4.21 INSTRUCTIONS REGARDING ONLINE SUBMISSION OF RFE**

Participatiion in this RFE shall be through online submission only. The following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the E-procurement portal of Govt. of NCT of Delhi.

**4.21.1 Preparation & Submission of RFEs:**

Detailed tender documents may be downloaded from e- tender portal of Govt. Of Delhi <http://www.govtprocurement.delhi.gov.in> as per Tender Notification and tender is to 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 <http://www.govtprocurement.delhi.gov.in>.

**4.21.2 On-Line Submission**

The On Line Submission will have the following activities:

- i) Submission of particulars of Security Deposit /Registration Fee
- ii) Submission of Eligibility Part

Eligibility Part must contain the signed & scanned copy which is required to be submitted as per requirement of RFE and the list of documents is as under:-

1. Capability Statement of the applicant as per Annexure 1
2. Copy of Certificate of Incorporation or Firms' certificate
3. Copy of registration of Service Tax / VAT / Income Tax PAN number
4. Financial Information as per Annexure 5

5. Self-certificate regarding blacklisting of the company as per Format on Annexure 11
6. Statement of Experience as per Annexure 6
7. Statement of manpower as per Annexure 7
8. Details of Infrastructure as per Annexure 8
9. Copies of Certifications, Registration with EPF, ESIC, etc

4.21.3 **Offline Submissions:** The Company is requested to submit the following documents offline (i.e. physically) either in the Tender Box kept at the Reception , ICSIL, Ground Floor, Okhla Phase –III,(Near Post Office) New Delhi-110 020 or by post to reach before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the RFE No. / GROUP / CATEGORY APPLIED FOR & Description and the words ‘DO NOT OPEN BEFORE’ (due date & time):

4.21.4 RFE Security Amount (Original) for amount as per Group/Category by Demand Draft in favour of “Intelligent Communications Systems India Ltd.” / Bank Guarantee in the prescribed format from a scheduled bank from its branch at Delhi/New Delhi.

4.21.5 Registration Fee for amount as per Group/Category by Demand Draft / Pay Order in favour of “Intelligent Communications Systems India Ltd.” Payable at New Delhi

4.21.6 Declaration as per Annexure 4, Notarised Affidavit as per Annexure 9 , Power of Attorney as per Annexure 10 and signed & stamped copy of T&C of RFE

4.21.7 Also, furnished hard copies of scanned documents submitted online alongwith applicant company’s brochures/ literature, or any other additional information to substantiate the applicant capability , only for reference purpose.

4.21.8 **Modification/ Substitution/ Withdrawal of RFEs:**

4.21.8.1 The Company may modify, substitute or withdraw its e- RFE after submission prior to the RFE Due Date No RFE shall be modified, substituted or withdrawn by the Company on or after the RFE Due Date.

4.21.8.2 Any alteration/ modification in the RFE or additional information supplied subsequently to the RFE Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

4.21.8.3 For modification of e- RFE, Company has to detach its old RFE from e-tendering portal and upload/ resubmit digitally signed modified RFE.

4.21.8.4 For withdrawal of RFE, Company has to click on withdrawal icon at e-tendering portal and can withdraw its e- RFE.

4.21.8.5 Before withdrawal of a RFE, it may specifically be noted that after withdrawal of a RFE for any reason, Company cannot re- submit e- RFE again.

## **TERMS & CONDITION OF EMPANELMENT**

1. The company/ organization empanelled with ICSIL shall be called as Service Provider
2. Period of Empanelment: The empanelment of the service providers will be for a period of two years from the date of issuance of letter of empanelment after which the empanelment may be renewed on request of the service providers after payment of registration fee as mentioned in the RFE, based on their performance on the job awards/ job orders during their empanelment period
3. The jobs requirements received by ICSIL will be allotted among empanelled Service providers in the following manner:-
  - a. On receipt of job requirement by ICSIL from the Client , ICSIL shall study the client's requirement in consultation with the client Department and ICSIL will prepare scope of work and estimated cost of the project.
  - b. The scope of work will be circulated to the panel of empanelled Service Providers with demonstrable competence in the required field(s) {of specific Job Category/ Categories as specified in this RFE document}.
  - c. The empanelled Service Providers will submit their financial proposal/ quotation to ICSIL within stipulated time and if project demands then agency/ agencies may be asked to submit techno-commercial proposal.
  - d. The selection will be based on the proven competence and lowest quotation.
4. Attempts will be made to allocate work to as many panellists as possible by rotation. Successful agencies will, unless demanded by project, technical or experience considerations, not be allocated subsequent work until the project in hand is completed satisfactorily.
5. In case of small repetitive and quantifiable jobs, ICSIL may determine the value of the work in advance through a "Committee" formed for this purpose, based on which job may be allocated to the empanelled Service Providers.
6. If an Agreement/ MOU is required to be signed by the ICSIL with the client department for execution of the Job order, an Agreement/ MOU with similar clauses shall have to be signed by the concerned empanelled Service Provider with ICSIL on back to back basis for smooth execution of the order.

7. After receipt of the payment from the client department, payments shall be released to the Service Providers as per the terms and conditions of the Job order awarded to the Service Provider by ICSIL and review of the progress in project.
8. It shall be the responsibility of the Service Provider for the implementation and execution of the project in which hardware items are also required in it. The required hardware shall be procured by the ICSIL as per hardware procurement policy of ICSIL. In case, the Service Provider was asked by ICSIL only than they shall procure the required hardware from the OEM with warranty support from them. The Service Provider shall submit an undertaking that they shall be deploying the required personnel /representative (with list of personnel with their telephone numbers that may be given to the client department) to be deployed/posted at the locations required in the project/required by the client department for smooth services during implementation and warranty period.
9. The empanelment as Service Provider shall also be guided by the terms and conditions given in the Tender document of ICSIL & Client
10. RFEs received will be screened for requirements, experience and qualifications. ICSIL may carry out physical inspection/ verification of the information given by the Agencies/ Agency's infrastructure setup. The agencies may not necessarily be empanelled in the Categories in which they have applied. The Service Providers will be selected on the basis of their existing experience, personnel availability, technical competence and experience of related Job category/ categories. Service providers may apply for the empanelment in different expertise / levels of competence.
11. Any Pre-conditions of the agency submitted with the RFE, shall not be binding on ICSIL.
12. ICSIL reserves the right to inspect the site of the service provider at any time and if the infrastructure is not found adequate as per this RFE document requirements, the empanelment of the service provider will be cancelled and the amount of Security deposit in whole or in part in the event of any default, failure or neglect on part of the vendor will be forfeited
13. If the service provider hides some information or gives wrong information or is found misrepresenting, empanelment of that Service Provider shall be cancelled and ICSIL would not be under any obligation to give any clarification or damages. Further, the amount of Security deposit in whole or in part in the event of any default, failure or neglect on part of the vendor will be forfeited

14. The service provider shall have to be careful, diligent and show workman like manner in conformity with the accepted standard practices as per industry norms.
15. If a Service Provider is found to obtain jobs/services by means of using fraudulent techniques then their empanelment shall be cancelled and punitive actions may be initiated against them
16. Process of empanelment: The empanelment shall be done on different categories as per eligibility of the Agencies, after scrutiny of the documents supplied by the agency as per requested information in this RFE.
17. During RFE evaluation process, ICSIL may at its discretion, seek clarifications and additional documents from the agencies on their RFE and the agencies are required to respond within the time frame prescribed by ICSIL.
18. RFEs from a consortium of agencies are not acceptable.
19. The empanelment of applicants under various categories does not guarantee of supply/ work orders.
20. The list of Empanelled Agency will be dynamic in nature and the ICSIL reserve the rights to include company/agency in the list from time to time. The performance of the agency will also be reviewed periodically and those agency who do not perform satisfactorily can be deregistered after giving an opportunity of being heard.
21. **Cancellation of Empanelment** The Empanelment of the selected firm may be cancelled forthwith in the circumstances as under
  - a. :It is found that the information furnished in their bid/proposal for empanelment is false.
  - b. In case of poor performance such as abandoning of work, not properly completing the work, delay in completion of work, poor quality of work, financial failure/weakness etc.
  - c. In case canvassing in any form is resorted to by the firm.
  - d. If the applicant made misleading or false representation or deliberately suppressed the information in the application form and documents etc. or resorts to unfair methods in creating circumstances for the acceptance of his bid.
  - e. In case the firm is blacklisted and declared ineligible for reasons of corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body during the empanelled period of agency

**22. Patent Rights of the Goods:** The empanelled vendor shall indemnify the ICSIL & its client against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

**23. Third Party Claims:** Empanelled vendor (the "Indemnifying Party") undertakes to indemnify the client (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible.

**24. Limitation of Liability:** There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property as also intangible personal property and intellectual property rights.

**25. Data Protection:**

- a. In the course of providing the Services the empanelled vendor may be compiling, processing and storing proprietary Project Data relating to the users. The empanelled vendor and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data
- b. The empanelled vendor is required to perform or adhere to only those security measures concerning the Project Data which were in place.
- c. The empanelled vendor shall not transfer any Project Data unless otherwise authorized by the client in this regard.

**26. Confidentiality:**

- a. All such information which are marked as confidential shall be treated as confidential information.
- b. The client may permit the empanelled vendor to come into possession of confidential public records as per the needs of the project and the empanelled vendor shall maintain the highest level of secrecy, confidentiality and privacy with regard there to. Additionally, the empanelled vendor shall keep confidential, all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities
- c. The client shall retain all rights to prevent, stop and if required take the necessary punitive action against the empanelled vendor regarding any forbidden disclosure, which punitive action may include at the discretion of the client termination of empanelment.

- d. The empanelled vendor shall ensure that all its employees execute individual non-disclosure agreements, which have been duly approved by the client with respect to given job/project.
- e. The aforesaid provisions shall not apply to any information
  - i. already in the public domain
  - ii. which has been received from a third party who had the right to disclose the aforesaid information
  - iii. Is disclosed to the public due to a court order.

**27. Personnel:**

- a. Personnel assigned by empanelled agency to perform the Services shall be employees of empanelled agency, and under no circumstances will such personnel be considered employees of client/ICSIL. Empanelled agency shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, worker's compensation, employee and disability benefits and shall be responsible for all employer obligations under all applicable laws including obligations for withholding tax under the Income Tax Act and other social security taxes under the relevant laws.
- b. Empanelled agency shall use its best efforts to ensure availability of empanelled vendor personnel to perform the Services, and that such personnel have prescribed qualifications to perform the Services. The client shall have the right to require the removal or replacement of any empanelled vendor personnel performing work under this empanelment. In the event that the Client requests that any empanelled vendor personnel be replaced, the substitution of such personnel shall be accomplished within a period of 3 working days.
- c. In the event the client identifies any personnel of empanelled vendor as "Key Personnel", then the empanelled vendor shall not remove such personnel without the prior written consent of the client/ICSIL.

**28. Termination for Default:**

- a. The ICSIL may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent



to the supplier/empanelled agency, terminate the Contract in whole or in part after sending a notice to the Supplier /empanelled agency in this regard.

- b.** if the Supplier/empanelled agency fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the or
- c.** if the Supplier/ empanelled agency fails to perform any other obligation under the Contract.

**29.** In the event the ICSIL terminates the Contract in whole or in part, ICSIL may procure, upon such terms in such manner, as it deems appropriate, goods and services similar to those undelivered, and the Supplier/empanelled agency shall be liable to pay excess cost of such similar goods and services to the ICSIL. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the ICSIL may initiate as per rules .

## SECTION - 5

**Ref No.: ICSIL/EMP/2014-15/101**

**Date:-15-09-2014**

### **GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT**

#### **5.1 PRICE APPLICABILITY**

Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after delivery period, the advantage of reduction of taxes/duties shall be passed onto the Purchaser and no benefit of increase will be permitted to the Supplier.

#### **5.2 STANDARDS**

The documents supplied under the contract shall confirm to the standards mentioned in Tender document.

#### **5.3 Indemnity:**

The Supplier 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.

#### **5.4 PERFORMANCE SECURITY**

5.4.1 Within 10 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Security in the form of a Bank Guarantee for an amount equivalent to 10% of the contract/P.O value issued by a Scheduled Bank from its branch in Delhi in the prescribed format given in this tender.

5.4.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.

5.4.3 The Performance Bond will be discharged by the Purchaser after 90 days of completion of the Supplier's obligations including any warranty obligations under the contract.

## 5.5 **CHANGE ORDERS**

5.5.1 The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-

a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.

b) Method of transportation or packing.

c) Place of delivery.

d) Services to be provided by the supplier.

5.5.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

## 5.6 **SUB-LETTING**

The Company cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

## 5.7 **LIQUIDATED DAMAGES**

5.7.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be

made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

5.7.2 In case the Supplier fails to supply the goods/services against the order, the same shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.

5.7.3 LD can be recovered from any dues of the Supplier.

## 5.8 **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.

## 5.9 **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.

#### **5.10 NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Recipients / Respondents and ICSIL until execution of a contractual agreement.

#### **5.11 APPLICABLE LAWS**

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

#### **5.12 GENERAL LIEN**

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Company shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Supplier, if a security is taken from the Supplier. In the event of the Security being insufficient or if no security has been taken from the Supplier, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Company on demand the remaining balance due.

#### **5.13 FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to “eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an “eventuality” be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or ceased to exist. In case of any dispute, the decision of MD, ICSIL, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the

Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

**5.14 TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**5.15 ADD ON/REPEAT ORDER**

ICSIL reserves the right to place Add on/Repeat order for additional quantity upto 100% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

## SECTION 6

### ANNEXURE

#### Annexure 1 : Capability Statement

S.No	Description	
1	<b>GROUP &amp; CATEGORY</b> <b>Applied for</b>	
2	Product / Services/ System/ Solution for which registration applied for	
3	Name & address of the Company / Organization	
4	Registration No. of Company / Organization	
5	Date of incorporation of Company / Organization	
6	Year of Establishment	
7	PAN No. of Company	
8	TAN Number of Company	
9	VAT Registration No. & Date	
10	Service Tax Registration No. & Date	
11	Telephone Nos	
12	Fax No	
13	e-mails	
14	Website Address	



15	Type of Organisation	
16	Employees' State Insurance Corporation (ESIC) Registration No.	
17	Employees' Provident Fund (EPF) Registration No.	
18	Registration with NSIC/DGS&D/ Industries/ others ( if any) details	
19	Details of Security Deposit / Registration Fee	
20	Particulars of Managing Director/CEO/Proprietor/ Managing Partner	
21	Particulars of Contact Person	
22	Location of Offices in Delhi and Other Parts of India	
23	Annual Turnover of the Company/Organization for last three financial years	
23.1	2011-12	
23.2	2012-13	
23.3	2013-14	
24	Details of quality certifications (ISO/CMMI or any other) of the organization (Please specify)	
25	Strength of organization with number of Professional / Technical / Managerial / General etc ( permanent/temporary ) employees on rolls for at least one year on the date of submission	

26	Whether the aforesaid Company/their Directors / Partners/Promoters/ Subsidiary Units Tried /Under trial by the Court /Govt. Investigating Agencies? If yes, furnish the details otherwise mention as “No”. Attach Notarized Affidavit as per Annexure 8 enclosed?	
27	Details of sister concerns , Joint Venture , Teaming Partnership , if any,	
28	Products/ Services offered by the organisation	
29	Details, if any , about Specialisation in the area / field	
30	Brief on the Strength of the organisation	
31	Any other relevant information that Applicant Company may like to mention	

I/We hereby certify that the information furnished above is full and correct to the best of our knowledge. I/We understand that in case found any deviation in the above statement at any stage, our company can be black-listed and will not have any deal with the ICSIL in future.

**Signature, name and designation of authorized signatory**

**Date:-**

## **Annexure 2 – Security Deposit (FORMAT)**

1. In consideration of \_\_\_\_\_ (hereinafter called the “ICSIL”) represented by \_\_\_\_\_, on the first part and M/s \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as “Company”) on the Second part, having agreed to accept the Security Deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the form of Bank Guarantee for the Request for Proposal for procurement of \_\_\_\_\_ we \_\_\_\_\_ (Name of the Bank), (hereinafter referred to as the “Bank”), do hereby undertake to pay to the ICSIL forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee will remain valid up to a period of 180 days from the due date of the tender. It will, however, be open to the ICSIL to return the Guarantee earlier than this period to the Company, in case the Agency does not qualify for the Empanelment by the Committee as constituted by the ICSIL after a recommendation is made by the Committee on the RFE(s) after an evaluation.

2. In the event of the Company withdrawing the RFEr before the completion of the stages prior to the completion of Empanelment process or during the Empanelled period, as the case may be, the Guarantee deposited by the Agency stands forfeited to the ICSIL. We also undertake not to revoke this guarantee during this period except with the previous consent of the ICSIL in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.

3. No interest shall be payable by the ICSIL to the Company on the guarantee for the period of its currency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

For the Bank of \_\_\_\_\_

**Annexure 3: Format Bank Guarantee 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 thereunder 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

## **Annexure 4**

**(On Applicant Letter head)**

**Ref. RFE No :- ICSIL/**

**Dated:-**

### **DECLARATION**

1. We confirm that we will abide by all the terms and conditions contained in the RFE.
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 RFE, in short listing of Company.
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 RFE.
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 RFE and that the ICSIL will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal & Signature of the Company

## Annexure 5: Financial Information

Please provide Chartered Accountant certified financial information of three last declared financial years.

	2011-12	2012-13	2013-14
Annual Turnover			
Turnover from the _____ ( respective trade for which applied for )			

Note:- Please attach copies of relevant financial statements and audited accounts for the three last declared financial years

## Annexure 6

### STATEMENT OF EXPERIENCE AND COMPETENCE IN RELATED AREAS/FIELD GIVEN IN THE RFE

(Furnish copies of Satisfactory Job Completion Certificates along with copies of corresponding Work Awards/Job Orders )

SNo	Name of Projects successfully completed	Name of the Client with contact person details	Job Period( Year of Start & Finish)	Value	Platform and the Software Environment

Signature, name and designation of authorized signatory

## Annexure 7

### STATEMENT OF MANPOWER AVAILABLE IN RELATED AREAS/FIELD GIVEN IN THE RFE

S.No	Name of Employees	Permanent / Temporary	Total Experience	Year of recruitment	Qualification with passing year	Specialisation Area / field

Signature, name and designation of authorized signatory

**Annexure 8****DETAILS OF IT INFRASTRUCTURE INSTALLED IN BIDDER'S PREMISES**

(Annexed Proof of installed genuine and licensed hardware/software )

S.No	DETAIL	NUMBERS	PROCESSOR TYPE	YEAR OF MAKE/ ACQUISITION	MAKE	OWN/ LEASE /HIRED
1	DESKTOPS					
2	SERVERS					
3	PRINTERS					
4	LASER PRINTER					
5	NETWORK PRINTER					
6	D.M.P					
7	SCANNERS					
8	CD WRITERS					
9	NETWORKING ITEMS					
10	UPS					
11	LICENCED SOFTWARES					
i)	Client Server					
ii)	Front End					
iii)	RDBMS					
12	DEDICATED INTERNET CONNECTIVITY					
	Others, if any					

**Signature, name and designation of authorized signatory**

## Annexure 9

### NOTARISED AFFIDAVIT (On Non Judicial Stamp Paper of Rupees One Hundred only)

I, ..... aged about .....years, Son of Sri....., Resident of ....., the Deponent, do hereby solemnly affirm and state on oath as under:-

1 That the Deponent is the authorized representative of M/s ..... (Name and address of Company/Organization) and holding the position of..... in the above Company/Organization. Deponent is duly authorized to sign and swear this Affidavit on behalf of M/s.....

2 That the above Company/Organization has applied and submitted documents etc for empanelment with Intelligent Communication Systems Ltd, 1<sup>st</sup> Floor, DSIDC Building, Okhla Phase 3<sup>rd</sup>, New Delhi in response of Tender Notice for Empanelment bearing Ref No: \_\_\_\_\_ for areas/fields given in this tender.

3 That the Deponent submits the following information declaring that the above named Company/Organization is empanelled with the following Nodal Agency/Agencies of the State of Delhi under IT Department or any other:  
*(If not empanelled with any of the Nodal Agencies, please fill-in "NIL" information)*

4 That the Deponent further declares that they have applied for empanelment of their Company/Organization with the Nodal Agency/Agencies namely M/s.....

..... and in case of their selection by the said Nodal Agency/Agencies, Deponent shall inform the same to Intelligent Communication Systems Ltd within a period of three days.  
*(If not applied for, "NIL" information may be filled-in)*

Sl. No. Name of Nodal Agency Validity Date and Period of Empanelment

5 That the Deponent declares that above named Company/Organization /their Associated Company/Firm/Society was Blacklisted ..... (Give name of Company/Organization) by..... (Name of Department of State / Central Govt./Public/ Private Limited Company / Firm/ Society/ Any other Agency (please specify the name of Agency)  
*(If not Blacklisted, "NIL" information may be filled-in, otherwise furnish the detail)*

6 That the Deponent declares that above named Company/Organization / their Associated Company/Firm/Society and/or any or all of their Directors/ Partners/Promoters trialed or under trial by the Court / Govt. Investigating Agencies ..... (Give the details with Name of Company / Firm / Society/ their Associated Company/Firm/ Society)  
*(If no enquiry is pending or contemplated, "NIL" information may be filled in)*

7 That the Deponent declares that the Police/Vigilance/CBI enquiry is pending against above named Company/Firm/Society/their Associated Company/Firm/Society and/or any or all of



their Directors/ Partners/Promoters, is being conducted by the following Department of State/Central Government:-

.....  
.....

DEPONENT

Date:

Place:

**VERIFICATION**

Deponent above named do hereby verifies that the contents of Paragraphs 1 to 7 of this Affidavit are true and correct to the best of my knowledge. No part of it is false and nothing material information is concealed there from. So help me God. Verified on .....

Day of..... (Month and Year) at ..... (Name of place).

DEPONENT

Date:

Place:

## Annexure 10

### Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the

company and address of the registered office) do hereby appoint and authorize Mr

\_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal in response to the RFP by ICSIL, including signing and submission of all the documents and providing information/responses to ICSIL in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

For \_\_\_\_\_.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

## **Annexure 11**

### **SELF-DECLARATION – NO BLACKLISTING**

To

The Managing Director  
Intelligent Communication Systems India Ltd  
Okhla Industrial Estate Phase 3, Above Post Office  
New Delhi-110020

In response to this RFP document pertaining to empanelment for different Group/category IT WORKS/SERVICES for ICSIL, I/ We hereby declare that presently our Company/firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the empanelment if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place

## Annexure 12

### STATEMENT OF CHECKLIST

The bidder is required to include scanned copies of following documents in their e-bids that are mandatorily to be submitted by them on e-procurement website <http://govtprocurement.delhi.gov.in> After submission of e-bids by the bidders on website, the original and spiral bound hard copy of the same along with soft copy in MS-Work file of the bid on CD should also be submitted in the office of ICSIL on or before due date /time .

Sr. No	Documents Required	Submitted ( Yes/N0)
1	Registration Fee	
2	Security Deposit	
3	Certificate of Company Incorporation/Firm Registration	
4	Service Tax/VAT registration number of the company	
5	PAN/ TAN number of the company	
6	Self-declaration-Blacklisting as per Annexure 11	
7	Financial Information as per Annexure 5 alongwith Company's Balance Sheet and P/L Account for the preceding three financial years	
8	Capability Statement as per Annexure 1	
9	Statement of Experience as per Annexure 6 alongwith copies of work order, completion certificates. etc	
10	Signed Statement of Manpower Available in related areas/fields as per Annexure-7 alongwith undertaking	
11	Details of Infrastructure as per Annexure 8 alongwith copies	
12	Notarised Affidavits as per Annexure 9 ( original )	
13	Power of Attorney as per Annexure 10 (original)	
14	Copies of certifications ISO/CMM certificates	
15	Signed Terms and Conditions of Empanelment RFE	
16	Signed Declaration as per Annexure 4	
17	Copy of Memorandum and Article of Association of the company	
18	Applicant company brochure/leaflets, etc., if any	
19	Any other documents to substantiate applicant's capability	

**Signature, name and designation of authorized signatory**