

INSTALLATION, COMMISSIONING AND OPERATION OF
INTERACTIVE VOICE RESPONSE SYSTEM
AT
KENDRIYA SAINIK BOARD, NEW DELHI



KENDRIYA SAINIK BOARD

MINISTRY OF DEFENCE, GOVT OF INDIA,
RK PURAM, NEW DELHI-110066

Telephone: +9111-26180646, Fax: +91 11- 26192362
Website: www.ksb.gov.in

This tender document contains 32 pages and it is not transferable.

KENDRIYA SAINIK BOARD

TABLE OF CONTENTS

Sl. No.	Description	Page No.
	Section – 1	2
	Introduction	
	Notice Inviting Tender	
	Important dates	
	Section – 2	3
	Instructions to Bidders	
	Section – 3	9
	General (Commercial) Conditions of Contract	
	Section – 4	14
	Special Conditions of Contract	
	Section – 5	16
	Schedule of Requirement and Price Bid Schedule	
	Section – 6	18
	Scope of Work, System Requirement & Technical Specifications	
	Section – 7	21
	Format of Bid Bond (EMD)	
	Section – 8	22
	Format of Performance Bank Guarantee (PBG)	
	Section – 9	23
	Bid Submission Form	
	Section – 10	26
	Annual Maintenance Contract	
	Section – 11	
	Terms and Conditions, Company Profile, Maintenance and Service Support of the Bidder	27
	Compliance Certificate	29

SECTION-1

1.INTRODUCTION

To procure, install and commission an Interactive Voice Response System (IVRS), equipped with virtual epxax system alongwith with one centralised toll free number (Provided by KSB) and min 20 channel or 10 ten users 128 bit data security, The Secretary ,Kendriya Sainik Board, Ministry of Defence, Govt of India, West Block – IV, RK Puram, New Delhi-110066, invites sealed tenders in two-bid system (Technical & Financial) from authorized dealers/contractors, firms engaged in installation of IVRS, herein after referred as ‘The Vendor’ registered under Company Act 1956, and having a minimum of five years experience in this field. The Vendor will submit bids in two separate envelopes. These two envelopes should be sealed in one big envelope. Each envelope must be suitably marked to indicate the type of bid.

1.1 NOTICE INVITING –TENDER

Sealed tenders are invited from reputed firms in India having previous experience for supply, Installation and commissioning of IVRS.

1.2 Important Dates:

Last date & time of procurement of tender documents	Tender Document to be downloaded from our website : www.ksb.gov.in or www.tenders.gov.in till date of submission
Date of Tender Notification Date of Pre-bid meeting:	16 – 06 – 2017 27 – 06 – 2017, 2.30 p.m. (only those bidders will be allowed to participate, who has submitted DD of Tender document fee)
Last date & time for submission of Bids	07 – 07 – 2017, 2.00 p.m.
Opening of Tender document	07 - 07 – 2017, 2.30 p.m.
Bidders are advised to visit us at our website regularly for updates/ amendments, if any	www.ksb.gov.in www.tenders.gov.in
Tender Document Fee	Rs. 500/- (Only DD/ Banker’s cheque) (To be paid along with Tender Document) To be drawn in favour of : ‘ARMED FORCES FLAG DAY FUND’ payable at New Delhi
Earnest Money Deposit (EMD)	Rs.10,000/- (Rupees ten thousand only) in the form of DD/BGB, issued on the name of ARMED FORCES FLAG DAY FUND and payable at New Delhi.
Address for communication	The Secretary, Kendriya Sainik Board Ministry of Defence, Govt of India, West Block – IV, RK Puram, New Delhi-110066
Contact person	Joint Director, Automation for clarification over Phone No. 011-26180646, on any working day between 10.00 AM to 5.00 PM

1.3 ELIGIBILITY CRITERIA

- (i) The Bidder should be OSP (Original Service Provider / Developer) or Authorized dealer Distributor of the OSP of offered product (Please submit manufacturer's authorization letter, in original, on the OSP's letter head duly signed by authorized signatory).
- (ii) The bidder should have a Delhi/NCR based Service/Response & Complaint Centre. Complaints should be attended within 24 hrs of registration of complaint.
- (iii) Experience of having successfully completed similar services during the last 2 years ending 31 March 2017 should be either of the following:

1.4 Two similar services each costing not less than Rs. 1 Lakhs each.

OR

1.5 One similar services costing not less than Rs. 2 Lakhs. (Similar services means Supply of IVRS System)

- (i) The bidder must have after sales services in Delhi NCR.
- (i) Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.
- (ii) Earnest Money (EMD) of Rs. 10,000/- in the form of DD/BGB, issued on the name of ARMED FORCES FLAG DAY FUND and payable at New Delhi.
- (iii) No interest will be paid by purchaser on Earnest Money Deposit. Earnest Money
Deposit shall be refunded to those bidders whose offers have not been accepted within 30 days of opening of the tender.
- (iv) Tenders received without EMD/inadequate EMD shall be summarily rejected.

END OF SECTION 1

SECTION - 2

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

2.1.1 “Purchaser” means, Kendriya Sainik Board Ministry of Defence, Govt of India, West Block – IV, R K Puram, New Delhi-110066.

2.1.2 “Bidder” means the individual or firm or corporate body who participates in the tender and submits its bid.

2.1.3 “Services/Products” means all the software, hardware equipments, virtual server, software tools etc., and/or other materials like components/parts/replacement including consumables which the supplier is required to supply to the Purchaser under the Purchase Order.

2.1.4 “Letter of Intent (LOI)” means the communication of the intention of the Purchaser to the Bidder to place the Purchaser Order for the former’s offered services/products.

2.1.5 “Purchase/Work Order (PO)” means the order placed by the Purchaser on the Supplier duly signed by the Purchaser’s authorized representative to purchase certain services & services from the vendor/contractor.

2.1.6 “Contract Price” means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:-

Section 1 Introduction

Section 2 Notice Inviting Tender

Section 3 Instructions to Bidders

Section 4 General (Commercial) Conditions of the Contract

Section 5 Special Conditions of the Contract

Section 6 Schedule of Requirement and Price Bid Schedule

Section 7 Scope of Work, System Requirement & Technical Specifications

Section 8 Format of Bid Bond (EMD)

Section 9 Format of Performance Bank Guarantee (PBG)

Section 10 Bid Submission Form

2.3.2 Any clarification or communications obtained from the Purchaser

2.4 AMENDMENT TO BID DOCUMENTS

2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

2.4.2 The amendments/Corrigendum will be notified on Purchaser's Website and these Amendments will be binding on them. Bidders are advised to visit Purchaser's Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

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

2.6 BID PRICE

Prices should be inclusive of all taxes and duties but not limited to Excise Duty, Sales Tax and other taxes, transit insurance, freight and Service Tax etc. However rate of taxes and duties included in the price offer should also be given separately. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of Literature, drawing, data on the services offered.

2.7.1 Supplier Prequalification

2.7.2 Past Experience/s – installation of IVRS

- The Vendor should have minimum five years of experience in installation of IVRS system projects.
- The vendor must have implemented installation of IVRS system for at least One Govt. Organizations/PSUs.
- The vendor must have knowledge and experience of implementation of IVRS systems including access control and required software.
- The vendor must have knowledge in IVRS system networking and Internet protocols.
- The vendor must have an established service base in New Delhi.

Note: Vendor Prequalification: Only those firms which qualify Vendor Prequalification will qualify for Technical qualification.

2.7.3 FOR TECHNICAL BID vendor should submit and furnish following details:

- Work experience for such volume of work: the vendor should have adequate experience in implementing the projects in the field of IVRS systems.
- List of all the partnerships with manufacturers, system providers.
- Vendor shall provide project plan for the procurement, implementation.

2.8 BID SECURITY

2.8.1 The Bidder shall submit bid security. The bid security shall be in one of the following Forms:-

- (a) A Bank Guarantee as per enclosed format issued by a schedule bank in Favour of Purchaser valid for a period of 365 days from the date of tender opening.
- (b) Demand Draft or Pay Order from a Scheduled Bank in favour of Armed Forces Flag Day Fund, payable at New Delhi.

2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.

2.8.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible as but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.

2.8.4 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance guarantee.

2.8.5. The bid security may be forfeited under the following circumstances:-

- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
- (b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed
or
- (c) If he fails to supply the material in terms of the project.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 180 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. In exceptional circumstances, the purchaser may request for the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.10 CLARIFICATION OF BIDS

2.10.1 To assist evaluation and comparison of the bids, the Purchaser at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing.

2.10.2 The Purchaser does not bind himself/herself to accept the lowest or any tender and reserves to himself/herself the right to accept the whole or any part of the tender and altering the quantities offered and shall supply the same at the rate quoted.

2.11 EVALUATION OF TENDERS

2.11.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.11.2 Arithmetical error shall be rectified on the following basis:-

(a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.

(b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.11.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.

2.11.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.11.5 The Purchaser shall evaluate in detail and compare the bids which are Substantially responsive.

2.11.6 The evaluation of the ranking shall be carried out on the landed price of services offered inclusive of all taxes.

2.11.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.

2.11.8 Purchaser shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.12 PURCHASER'S RIGHT TO VARY QUANTITIES

2.12.1 The Purchaser reserves the right at the time of award of the contract to increase or decrease the quantity of the services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.12.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.13 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.14 NOTIFICATION OF SUCCESSFUL BIDDER

2.14.1 Prior to the expiry of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.

2.14.2 Upon successful bidder furnishing of Performance Guarantee, the Purchaser will notify each successful bidder and will discharge its bid bond.

2.15 ISSUE OF LETTER OF INTENT

2.15.1 The issue of Letter of Intent shall constitute the intention of the purchaser to place the Purchase Order with the successful bidder.

2.15.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

2.16 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, EMD in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

2.17 POST BID CLARIFICATIONS

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

2.18 DELIVERY

Delivery of the services shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and services shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

2.19 OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to the purchaser will qualify to be opened. The qualified parties shall be notified with the date and time of the opening of the Price Offer in advance. Representative of the qualified parties may attend the Price Bid opening.

In case of any conflict in any of the terms mentioned at Section - 4, the same shall prevail over the terms mentioned in other sections.

2.20 INSTRUCTIONS REGARDING BID SUBMISSION

2.20.1 Bidding Methodology:

2.21.1 Submissions of Bid:

The bidder is requested to drop the tender document physically in the BOX before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Tender No. & Description and the words 'DO NOT OPEN BEFORE' (due date & time) Clearly super-scribing :

'Quotations for supply of IVRS at Kendriya Sainik Board '.

The envelope should be properly & securely sealed. Sealed covers should be addressed to The Secretary Kendriya Sainik Board, Ministry of Defence, Govt of India, West Block IV, RK Puram, New Delhi-110066.

2.21.2

- Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by the Tender Committee Meeting of Kendriya Sainik Board.
- Prospective bidders are advised to attend the site inspection and pre-bid Meeting since no excuse of ignorance of clarifications/amendments given by the Tender Committee in the Site Inspection and Pre-bid Meeting shall be accepted.

2.12.3.

Bids sent by email will not be considered.

END OF SECTION 2

SECTION – 3

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 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.

3.2 STANDARDS

The services supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

3.3 PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of services or any part thereof.

3.4 PERFORMANCE SECURITY

3.4.1 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 schedule Bank from its branch in New Delhi, in the prescribed format given in this tender.

3.4.2 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.

3.4.3 The Performance Bond will be returned by the Purchaser after completion of the Supplier's obligations including any warranty obligations under the contract.

3.4.4 As regards validity of BGB, please refer to Special Conditions of the contract (Section-4).

3.5 INSPECTION AND TESTS

3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the services for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted, Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested services fail to conform to the specifications, the Inspector may reject them and the Supplier shall either replace the rejected services or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser. If any material before it is taken over is found defective or fails to fulfil the requirements of the contract, the Inspector shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 1 month of the initial report. These replacements shall be made by the Supplier, free of the all charges, at the site(s).

3.5.3 As regards Inspecting Authority and other details please refer to Special Condition of the Contract (Section-4).

3.6 WARRANTY

3.6.1 The Supplier shall give warranty that services to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship, inadequate contact protection, deficiencies in software design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect services are faulty. This warrantee shall survive inspection or payment for, and acceptance of services, after the services have been taken over.

3.6.2 If it becomes necessary for the supplier to replace or renew any defective portion/portions of the under this clause, the provisions of the clause shall apply to the portion/portions of services' updated or renewed. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.

3.6.3 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

3.7 CHANGE ORDERS.

3.7.1 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 services to be furnished under the contract are to be specifically manufactured for the Purchaser.
- (b) Method of transportation or packing.
- (c) Place of delivery.

3.7.2 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.

3.8 SUB-LETTING.

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

3.9 LIQUIDATED DAMAGES.

3.9.1 The date of the delivery of the services/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.

3.9.2 In case the Supplier fails to supply the services/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.

3.9.3 For late deliveries, as liquidated damages, a sum equal to 0.5% of the price of any services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Supplier for future purchases.

3.9.4 LD can be recovered from any dues of the Supplier, as per clause 3.9.3.

3.10 ARBITRATION.

3.10.1 In the event of any dispute arising between Purchaser and the Supplier in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Secretary, Kendriya Sainik Board, Ministry of Defence, Govt of India, West Block IV, RK Puram, New Delhi-110066, may name as sole arbitrator an officer of Kendriya Sainik Board notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held at New Delhi.

3.10.2 The proceedings of arbitration shall be in English language:

3.10.3 In case any supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in New Delhi shall have the Jurisdiction.

3.11 RISK PURCHASE.

3.11.1 In the event of Supplier's failure to execute the contract to the satisfaction of the purchaser, the purchaser reserves the right:

- (a) To reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the purchaser.
- (b) To terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

3.12 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 New Delhi and to all Courts at New 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 fulfil their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

3.13 REPLACEMENT OF DEFECTIVE SERVICES

3.13.1 If any service or software package/solution, any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted, shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective service or update it to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or updation shall be made at site by the Supplier free of cost. If the Supplier fails to do the needful within this stipulated time frame, the purchaser reserves the right to reject the service in full or in part and update it at the cost of the Supplier. The cost of any such updation made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.

3.14.2 If any service or software package/solution or part thereof is lost or rendered defective, pending settlement of the insurance claim, fresh order shall be placed on the Supplier for such loss or defective service and the Supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.15 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 war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of Nature, 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 the Secretary, Kendriya Sainik Board, New Delhi, 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.

3.16 TERMINATION FOR DEFAULT

3.16.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

- a) If the supplier fails to deliver any or all the services within the time period (s) Specified in the contract, or any extension thereof granted by the Purchaser
- b) If the Supplier fails to perform any other obligation(s) under the contract; and
- c) If the Supplier, in either of the above circumstances, does not remedy his failure Within a period of **15 days** (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of **30 days**.

3.16.2 In the event the Purchaser terminates the contract in whole or in part pursuant to above paragraph the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar services. However, the Supplier shall continue the performance of the contract to the extent not terminated.

3.17 TERMINATION ON 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.

3.18 ADD ON/REPEAT ORDER

Kendriya Sainik Board, reserves the right to place Add on / Repeat order for additional quantity to 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.

END OF SECTION 3

14

SECTION – 4

SPECIAL CONDITIONS OF CONTRACT

4.1 PRICE BASIS

DAP (Delivered at Place) basis inclusive of all taxes and duties & insurance upto Place. Evaluation will be done on all inclusive prices.

4.2 PAYMENT TERMS

80% payment on delivery, installation and operationalisation of the complete Solution (Supply installations & commissioning with its associated software) subject to satisfaction of the Kendriya Sainik Board. Balance **20%** shall be payable after warranty period or submission of the Performance Bank Guarantee for the same.

4.5 DELIVERY SCHEDULE

Installation & Commissioning and operationalisation of all services/deliverables to be made within 30 days from the date of issue of P.O.

4.6 PERFORMANCE BANK GUARANTEE (PBG)

- The bidder is required to submit PBG for an amount equivalent to **20%** of the P.O. value valid up to Warranty Period.
- All necessary tests shall be carried out at Kendriya Sainik Board site, New Delhi by the vendor to demonstrate whether the performance of the instrument conforms to the relevant standards and specifications and meets the functional requirements indicated in the specification.

4.7 WARRANTY

- 3(Three) years comprehensive warranty
- The vendor shall be responsible for routine and updation of the services during warranty period.

4.8 QUANTITY VARIATION

Kendriya Sainik Board, may add or delete the number of systems/services up to 25% of total services during the contract period and the charges shall be increased/ reduced accordingly on pro-rata basis, based on the unit price quoted by the contractor. Variation beyond that may be settled mutually.

4.9 PENALTY FOR FAULT

i) Kendriya Sainik Board, reserves the right of getting the systems/ services attended by any-other agency, if the complaints are not rectified to the satisfaction of Kendriya Sainik Board, within 72 hours from the time of fault report. The cost of such repairs etc. shall be at the risk and cost of vendor.

ii) In case the fault cannot be rectified at the premises and the system/services need to be taken out of the premises, vendor shall provide a standby system/services of similar/equivalent configuration till the original system/services is replaced after rectification. Transportation charges if any shall be borne by the vendor.

END OF SECTION 4

SECTION - 5SCHEDULE OF REQUIREMENT AND PRICE BID SCHEDULE

IVRS system, installation details given below are indicative .Bidders can inspect the requirement at Kendriya Sainik Board, New Delhi

SCHEDULE OF REQUIREMENT

The contractor will perform all the services pertaining to IVR on behalf of KENDRIYA SAINIK BOARD, located at New Delhi consisting of :-

Options	Units	Remarks
Channels	20 Channels	
Users	10 Users	
Interface right	1 Admin Interface	(One Time Set up)
	Upto 6 User Interface	
Text to speech configuration	24*7	
Data base storage	Unlimited Data base	
Data Export Format	CSV	
API Integration with CRM	Unlimited access	
Security Pattern - User Interface	128 bit encryption	
Maintenance of Panel	24*7 Support	
Toll Free Number	1 Centralized Number	
Non Working hour Mechanism	20*7 Live	

PRICE BID SCHEDULE

Heads	Quantity - Usage	Price (Rs)	Amount Per Annum (Rs)	Payment Terms
Set Up Cost	Creation of Panel for Incoming Calls/API and TTS configuration is involved into this.		(One Time)	One Time Only
Fixed Rental	20 Channels or 10 Users	/ Month		Quarterly
Toll Free Rental	1Line	Provided by KSB		Quarterly
Usage Charges	Leg A Charges Call Charges from beginning to end of the call.	Toll Free Installed (Paid by KSB)	/Min	As per Usage
Recurring Cost	Maintenance & Support, Unlimited Space	/ Month		Quarterly.
Total Cost for First Year			Rs	

END OF SECTION

SECTION – 6

SCOPE OF WORK, SYSTEM REQUIREMENT & TECHNICAL SPECIFICATIONS

Kendriya Sainik Board, has decided to install and commission an IVRS system equipped with virtual pbx system alongwith with one centralised toll free number and min 20 channel or 10 ten users 128 bit data security, New Delhi. Bidders are advised/free to visit location to analyse the location at Kendriya Sainik Board, New Delhi-110066 and then quote the necessary required system as a package .

A. Scope of work

- (a) Supply, installation, testing & commissioning of the new IVRS System as specified in the detailed system specification below. The firm, with prior permission of this office, may inspect the present system for preparing the call flow and IVRS requirements .
- (b) Monitor performance of the new IVRS System for one month and provide the necessary training to the operators and staff of Kendriya Sainik Board , New Delhi.
- (c) The plan for the IVRS should include the call flow and layout of the system.
- (d) The voice in the IVRS should be clear without any disturbance.
- (e) The firm should supply the operation and monitoring maintenance manual, along with the IVRS System.
- (f) The firm should maintain the IVRS and its extensions ordered herewith in full working condition during the warranty period of three year and should repair / replace the software/system/components free of charge during this period.
- (g) The firm shall confirm in their offer that the software for IVRS System will be available for 5 years for direct replacement, if ordered by Kendriya Sainik Board.

B. DETAILED SPECIFICATION FOR IVRS SYSTEMS

Scope of Work.

1. The scope of the nodal agency would include the following:

- (a) To install , commission and maintain an IVRS(Interactive Voice Response) system equipped with virtual epbx system along with one centralised toll free number and min 20 channel or 10 ten users 128 bit data security for answering calls and queries of Ex-Servicemen /Widows and dependents.
- (b) ESM can enter service ID and they can get an update on the schemes applied for.
- (c) IVR portal can be integrated with the web portal of Kendriya Sainik Board database (through web-services) for live status/ update on the online applications and continuously updated as per configuration changes in web portal system.
- (d) A web based reporting structure in which daily call details over call can be seen and downloaded.
- (e) TTS should have an ability to process grammars written in English and also in Hindi.
- (f) TTS should have capability to produce clear, intelligible and natural sounding speech output.
- (g) The IVRS should be able to perform the services consisting of :-
 - (i) Schemes information on basis of service number.
 - (ii) System will work 24x7.
 - (iii) Recording of conversation with callers.
 - (iv) Get Fax on Email without machine.
 - (v) Get Voice Mail service.
 - (vi) Ability to set work hours – after work hours the callers are sent to Voice Mail.
 - (vii) Detailed call logs with date, time of call, caller id, duration of call and forwarded number.
 - (viii) No elaborate software or hardware installation

2. Call Flow for KSB :

- (a) Customer will call on Toll Free Number.
- (b) Customer have to enter the Service Number.
- (c) Via Text to speech the information get played for customer (Detailed situation is attached in call flow).
- (d) Customer can talk to Manual Customer care.
- (e) API integration is involved
- (f) Call flow chart is attached at page no 32

3. **System Features**

The IVRS should have the following basic features:-

- (a) Welcome Message
- (b) SMS Alerts
- (c) Web Interface
- (d) Programmable Extensions
- (e) Call Recording
- (f) Two Language Support
- (g) After Hour Support
- (h) Custom On hold Music
- (j) Fax to Email
- (k) Blacklist / White list Feature

4. In addition to the above the undermentioned features should be part of the system:-

Add on Features
(a) Area Wise Routing (Telcom or circle bases routing)
(b) Customised Report (Daily Report)
(c) Admin Panel for All SR Account
(d) More Elaborated User Interface to get more clear details with data bifurcation.

END OF SECTION 6

SECTION – 7

Tender No: _____

FORMAT OF BID BOND (EMD)

Whereas (Hereinafter called “the Bidder”) has submitted its bid dated For the supply of dated KNOW ALL MEN by these presents that WE OF Having our registered office at (Hereinafter called “the Bank”) are bound to Kendriya Sainik Board, (hereinafter called the Purchaser”) in the sum of INR for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the bid form

Or

2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity

(a) Fails or refuses to execute the Contract, if required; or

(b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

This guarantee will remain in force up to and including THIRTY (30) days after the period of bid validity and any demand in respect thereof should reach the purchaser not later than the specified date/dates.

Signature of the Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full Address of Branch

Address of witness

Tel. No of Branch

END OF SECTION 7

SECTION - 8

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)
Kendriya Sainik Board

OUR LETTER OF GUARANTEE No.:

In consideration of Kendriya Sainik Board, having entered into an agreement _____ dated _____ issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

Whereas the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and Kendriya Sainik Board, having agreed that the Supplier shall furnish to Kendriya Sainik Board, a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for We, _____ ("The Purchaser") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order. Hereby, we undertake to pay up to but not exceeding _____ (say Only) upon receipt by us of your first written demand (say accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any\ contestation on the part of above named supplier. This Letter of Guarantee will expire on _____ including **30 days** of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature Seal of Purchaser

Secretary

Kendriya Sainik Board,

END OF SECTION 8

SECTION - 9

BID SUBMISSION FORM

Offer No.:.....

Date :.....

To:
 The Secretary ,Kendriya Sainik Board
 Ministry of Defence, Govt of India,
 West Block – IV
 ,RK Puram,
 New Delhi-110066

Dear Sir,

In response to your Tender No: _____ dated ----- for Supply, Installation & Commissioning of IVRS for Kendriya Sainik Board, we hereby submit our offer herewith.

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Tele fax Number : _____
7. Authorised Person - Name : _____
 Designation : _____
 Mobile No. : _____
 Email ID : _____
8. Alternate Person – Name : _____
 Designation : _____
 Mobile No. : _____
 Email ID : _____
9. PAN Number : _____
10. TIN Number : _____
11. Service Tax Reg. No. : _____
12. Bidder's complete Bank Details.
 Bank Account No : _____
 IFSC / NEFT Code : _____
 Name of the Bank : _____
 Address of the Branch : _____
13. Particulars of EMD
 Amount : Rs. _____
 Mode of Payment (DD/BG) : _____
 DD/BG No. : _____
 Date : _____

Name of the Bank : _____
 Address of the Bank : _____
 Validity of BG : _____

14. Particulars of Tender Fee

Amount : Rs. _____
 DD No. : _____
 Date : _____
 Name of the Bank : _____
 Address of the Bank : _____

15. Details of similar work / order executed during last 2 years (Please submit copy of Purchase Order or completion certificate from the client.)

Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date

17. Country of Origin of Services offered (Item wise)

18. Please Mention Mode of Shipment (Sea/Air/Rail/Road)

19. Following Documents are submitted to substantiate other eligibility criteria.

i) _____

ii) _____

iii) _____

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.
(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking /Electronics Transfer.
- 4) This offer contains _____No. of pages including all Annexure and Enclosures.

Signature of Authorised Signatory

Place:

Date:

Name:

Designation:

Seal:

END OF SECTION

SECTION -10**Maintenance:**

Annual Maintenance Contract [AMC] **for 3 years** from the date of expiry of the standard defect liability/warranty period of 3year [from the date of successful commissioning of the IVRS]. The AMC charges, however, will include service charges only, and will exclude cost of the spare parts required for replacement. Yearly contract amount will be paid in advance on half yearly basis.

END OF SECTION 10

KENDRIYA SAINIK BOARD

Terms and Conditions

General Terms and Conditions:

Adherence to Terms and Conditions:

The bidders who wish to submit responses to this 'Tender Document' should note that they should abide by all the terms and conditions contained in the 'Tender Document'. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process. A line of confirmation to this effect is required along-with Technical Proposal.

Other terms and conditions:

Kendriya Sainik Board, reserves the right to:

- Reject any and all responses received in response to the 'Tender Document'.
- Waive or Change in any formalities, irregularities, or inconsistencies in proposal format delivery.
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time.
- Extend the time for submission of all proposals.
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality).
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to 'Tender Document' by any bidder, with any other bidder(s) /others, in any form.
- Cancel the 'Tender Document' / Tender at any stage, without assigning any reason whatsoever.

The 'Kendriya Sainik Board' reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

Terms of Payment

80 %	On delivery, installation and operationalisation of the complete Solution (Supply installations & commissioning with its associated software) subject to satisfaction of the Kendriya Sainik Board Limited.
20%	After warranty period or submission of the Performance Bank Guarantee for the same.
AMC Payment	After completion of warranty period, KSB will pay AMC charge as per agreed terms and conditions at the end of each quarter.

Company Profile, Maintenance and Service Support of the Bidder

SI No.	Question	Response
1.1	Purchaser name	
1.2	Date of Incorporation (Incorporation Certificate)	
1.3	Name of Indian representative/office (Indicate: Own, Dealer, Distributor, JV)	
1.4	Purchaser Head Office address (i) Contact Person(s) (ii) Phone Number (iii) Fax Number (iv) Email Address	
1.5	Address of Indian representative/office (i) Contact Person(s) (ii) Phone Number (iii) Fax Number (iv) Email Address	
1.6	Name of Employees supporting the project in India: Marketing/sales Number of skilled personnel certified by OEM Research and Development Implementation Outside India: Marketing/Sales Technical Support Research and Development Implementation	
1.7	Ownership structure (e.g. Inc, Partnership) *Who are the primary shareholders? * State the major shareholder with percentage holding in case of Limited companies	
1.8	Location: Support (e.g. India Sub-Continent) In India, since when has the support centre existed in India?	
1.9	Details of Last two years ITR.	

Compliance Certificate

To
The Secretary
Kendriya Sainik Board
Ministry of Defence,
Govt of India,
West Block – IV
RK Puram, New Delhi-110066
Phone 26715250

Dear Sir,

Ref: - Tender for Supply, Installation and Commissioning of IVRS.

1. Having examined the Tender Documents including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to conduct.
2. If our Bid is accepted, we undertake to complete the installation, within the scheduled time lines.
3. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to Kendriya Sainik Board.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that Kendriya Sainik Board, is not bound to accept the lowest or any Bid that Kendriya Sainik Board, may receive.
7. We have never been barred/black-listed by any regulatory / statutory authority.
8. No legal case of any default / blacklisting should have ever been filed by any regulator on the firm.
9. We agree to abide by the all the terms and conditions as mentioned and detailed in the 'Tender Document'.

Seal & Signature of the bidder

Place:

Date:

Phone No.:

Fax:

E-mail

IVRS KSB SECTT HELPLINE

FLOWCHART

