

Intelligent Communication Systems India Ltd. (ICSIL)
(Joint Venture of TCIL – A Govt. of India Enterprise & DSIIIDC – An Undertaking of Delhi Govt.)
Administrative Building, 1st Floor, Above Post Office, Okhla Indl. Estate, Ph.-III, New Delhi -110020
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TENDER NO. F.1 (ICSIL)/01/225/ F & S LAN Work/2012-13,
Dated: 06.06.2013

1. Intelligent Communication Systems India Ltd. is a joint venture of Telecommunication Consultants India Ltd. (TCIL), a govt. of India enterprise, under Ministry of Communications & IT and Delhi State Industrial and Infrastructure Development Corporation (DSIIDC), an undertaking of Delhi government. From 1987, the year of its inception, it has provided exemplary service in the IT sector, specializing in providing complete solutions in computerization, networking and telecommunication. With a well-focused vision and a global mission, ICSIL look at greener pastures across the globe.
2. ICSIL on behalf of Food and Supplies invites Sealed Bids from Original Equipment Manufacturers (OEM) / Authorized Business Partners of OEM for supply, Installation, Integration and commissioning of LAN Work. The supplies are to be made strictly as per the make / specifications given in the tender document. The quantity given in the bid is tentative and may vary. Tender time lines are as under:

Sl. No	Description of activities	Tender Time-lines
1	Last date for submission of Sealed Quotations	11-07-2013 by 2:00 PM
2	Date and Time of opening of Technical Bid	11-07-2013 by 3:30 PM
3	Date and Time of opening of Commercial Bid	12-07-2013 by 1:30 PM (Tentative)

3. **Eligibility Criteria:**

- i. The bidder should either be the OEM or Business partner of OEM. The Business partner of OEM should submit Manufacturer Authorization Form (MAF) in the Technical Bid failing which the bidders shall be rejected.
- ii. The bidder should be registered with VAT Department. Copy of valid VAT Registration Certification must be submitted in the Technical Bid.

- iii. The bidder should have Income Tax PAN in its name and copy of the same must be enclosed in the Technical Bid.
- iv. A self-certificate that the bidder has not been black listed by any department of the Central/State government in the past three years, is to be submitted in the Technical Bid.
- v. Service Tax Registration: Service Tax registration is mandatory. Please attach proof of valid Service Tax Registration Certificate.
- vi. The bidders should submit the technical literature w.r.to the product being supplied / quoted for.
- vii. The bidder should have executed at least three work orders in the field of IT during last three years to any Central / State Government Department / PSU / Autonomous body / Institution. Submit proof thereof with complete details i.e. Name of Department, Amount of Work Order with Date and Specification of the Item supplied.
- viii. The bidder should have an annual minimum turnover of Rs. 10 lakhs and above. Proof of certificate for turnover of last three years is required to be submitted with the tender (CA certificate or copy of balance sheet).
- ix. Quantity mentioned in tender is tentative and may vary. Payment to the service provides shall be released on actual basis i.e. on the basis of actual number of items used.
- x. Technical Bid is not accompanied by desired documents, the same would be rejected. **Undertaking for subsequent submission of any of the above document will not be entertained. However, ICSIL reserves the right to seek fresh set of documents or seek clarifications on the already / submitted documents.**
- xi. An undertaking by the bidder that the Rates quoted by it are not higher than the rates quoted to any Govt. Deptt. /PSU/ in past one year. A certificate to this effect should be submitted by the bidder.
- xii. The firm should have a registered office in Delhi and billing will be done from there.

4. Submission Of Bids/Tender Documents:

The sealed tenders should be submitted with superscription "TENDER NO. F.1 (ICSIL)/01/225/ F & S LAN Work/2012-13", Dated: 06.06.2013 and submitted to:

**Managing Director
INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED
ADMINISTRATIVE Building, 1ST FLOOR,
ABOVE POST OFFICE,
OKHLA INDUSTRIAL AREA, PHASE-III,
NEW DELHI-110 020.
TELEPHONE: 26830338, 26830347.
FAX: 26929051.
E-MAIL: info@icsil.in**

5. Bid Submission Process :

- Bids are to be submitted on the prescribed format.
- Firms are requested to submit the proposal in English language only.
- In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.

• **Submission of bid in covers :**

A. Cover1: EMD:

The envelope shall contain:

- i. EMD in the form of Demand Draft for amount of Rs. 3,000/- drawn from a scheduled Commercial Bank in favour of ICSIL, New Delhi.
- ii. The Earnest Money Deposit (EMD), without any interest accrued will be refunded in case of those Bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest after the work order is awarded to successful bidder. An undertaking as given in "ANNEXURE – D" is required for the refund of EMD to the unsuccessful bidders.
- iii. No interest shall be payable on EMD and Performance Guarantee.

B. Cover-2: Technical Bid:

- i. Documents as required in the Tender shall be submitted in this envelope. The envelope should be sealed and superscripted "Technical Bid for supply, Installation, Integration and commissioning of LAN Work".

C. Cover-3: Financial Bid:

- i. The envelope shall be sealed and superscripted "Financial Bid for supply, Installation, Integration and commissioning of LAN Work". The financial bid should be quoted as per "Annexure – A". The financial bids of technically qualified bidders only shall be opened.
 - ii. The above two envelopes shall be placed in an outer cover superscripted "ICSIL Tender for supply, Installation, Integration and commissioning of LAN Work. The outer cover shall be submitted to the office of Managing Director, ICSIL on or before the due date and time for consideration of the bid.
- A certificate from bidder's must enclosed with the bid certifying that the person signed the bid is authorized person to sign on behalf of company.
 - Un-signed, un-stamped and without certificate for authorized person from bidder's, bid shall not be accepted.
 - Ambiguous bids will be out rightly rejected.
 - ICSIL will **NOT** be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
 - The offers submitted by telegram/ fax/ E-mail etc. shall **NOT** be considered. No correspondence will be entertained on this matter.
 - Financial bid may be submitted on the prescribed format.
 - Financial bids will be evaluated on the basis of total price, i.e. all inclusive, as net door-delivery & installation prices for anywhere in India.
 - The price shall be for delivery at desired destination in India including installation/commissioning and complete operationalization and including statutory levies, if any.
 - Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
 - Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected.

- Conditional tenders shall **NOT** be accepted on any ground and shall be rejected straightway.
- All the un-opened sealed bid envelopes to the bidder who failed to qualify for the next stage of bid processing starting from opening of EMD envelope to Eligibility Criteria Envelope to Technical Bid Envelope to Financial Bid envelope, as the case may be. Such bidder will acknowledge the receipt of the same to the Tender Process Section.
- Bids not quoted as per the format given by ICSIL will be rejected straightway.

6. Bid Opening Process:

- i. The tender bids will be opened in the presence of representatives of bidders at 10-07-2013 by 3:30 PM at ICSIL, New Delhi. Only one representative per bidder shall be permitted to attend.
- ii. The sealed covers containing EMD only will be opened in the first instance.
- iii. Eligibility Criteria and Technical bids of only those bidders, whose EMD are found to be in order, will be opened afterwards
- iv. Financial bids of only those bidders, whose bids found technically qualified, by the Committee, will be opened in the presence of the vendor's representatives subsequently for further evaluation.

7. Evaluation of technical bids:

- i. A duly constituted Committee will shortlist Technical Bids on the basis of technical parameters.
- ii. When deemed necessary, ICSIL may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their quote has been accepted.

8. Selection Criteria:

- i. The bidder has to fulfill the eligibility criteria given in the Bid Documents. If it fails to fulfill then bid shall be rejected and shall not be processed for further evaluation.
- ii. A duly constituted committee will evaluate the technical bids on the basis of the technical specifications mentioned in Tender The Committee shall examine all the

documents enclosed in the technical bid including, Eligibility criteria, Technical specifications of equipment and services offered, etc.

- iii. The committee may invite the shortlisted vendors for making presentation/demonstration/discussion of equipment offered. Calling for presentation/demonstration/discussion does not imply that the technical bid is accepted.
- iv. The financial bids of the technically qualified bidders after presentation/demonstration/testing & as per the recommendation of the Committee will be opened in the presence of their representatives on a specified date and time. The financial bids will be evaluated by duly constituted Committee.

9. Evaluation of Financial Bids:

- i. The Financial Bids of only those Bidders short listed from the Technical Bids by Committee will be opened in the presence of their representatives on a specified date and time, and the same will be evaluated by a duly constituted Committee.
- ii. No enquiry shall be made by the bidder during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of ICSIL can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

10. Installation Process:

- i. During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the vendor at its own cost and risk within 10 days from the date on which the vendor has been informed of such damage.
- ii. Consolidated Installation Report, based on the successful installations of the items, duly signed by concerned officer at Food Supplies and Consumer Affairs Department should be submitted to ICSIL.
- iii. ICSIL reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items.

11. Performance Bank Guarantee:

Within 10 days of the notification of award from the ICSIL, the successful bidder shall submit a Performance Bank Guarantee of the amount equivalent to 10% of the Total Order Value either in the form of Demand Draft in favor of Intelligent Communication Systems India Ltd. payable at New Delhi or in the form of Bank Guarantee valid beyond 60 days of the expiry of the contract period. The Format of Performance Bank Guarantee is at Annexure "C". Failure of the successful Tenderer to comply with this requirement shall constitute sufficient ground for the termination of the award, in which event, the ICSIL may make the award to the next lowest evaluated Tenderer or call for new bids.

12. Payment Terms :

- i. No advance payment shall be made. If any advance is to be paid at the specific request of vendor, this will be released only against bank guarantee of equal amount in acceptable form.
- ii. Payment equal to 80% of the total work order shall be released after complete delivery and installation of all items duly certified by the client department. Balance 20% shall be released on back-to-back basis i.e. after receipt of payment from the client.
- iii. Bill for release of payment should be submitted in triplicate along with satisfactory completion certificate from the client department for the activity/Task for which the bill is being raised. In the absence of satisfactory completion certificate, the bill for payment shall not be processed and released.

13. Penalties:

The Project shall be completed within 45 days from the date of issue of work order for delay beyond the time of completion of project shall attach penalties as follows:

1% of total amount of the work order of delay per week.

After two week 2% per week of total work order. The liability will be limited to 10 % of total work order.

14. Validity Of Tender:

The Tender is valid for a period of six months (i.e. 180 days) from the last date of submission of the bid. The validity time may be extended by ICSIL.

15. Validity of Rates:

The rates are valid for a period of one year from the date of opening of Commercial Bid.

16. The EMD will be forfeited:

- i. If a bidder withdraws his bid after becoming L1 and not accepting the Purchase order.
- ii. If the bidder withdraws his bid after the last date of submission of the bid.
- iii. The Bid Security will be forfeited in case successful bidder dishonors his bidding commitments and not depositing the Performance Security in the prescribed time.
- iv. Further, in case of forfeiture of the EMD or Security Deposit or Cancellation of the Work Order due to default, if any, the bidder would be debarred from participating in the next 3 tenders released by ICSIL.
- v. ICSIL reserves the right to cancel/ terminate the tender at any stage without assigning any reason.

17. ARBITRATION:

In the event of any dispute or breach of conduct of difference which may arise at any time, shall be referred to the Delhi High court arbitration center as per its corresponding rules. The proceeding will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue of the Arbitration proceedings shall be Delhi. In case Arbitration is invoked by either parties. The party shall be bound to submit their entire claims at the time of invoking arbitration.

18. Scope of Work:

Supply, Installation, Integration and commissioning of LAN Work.

19. Bill of Material :

S.No	Description	Quantity	Units
1	UTP Cable CAT 6 Box	6	Box
2	Information Outlet (Single SMB)	30	Nos.
3	Patch Cord 1 Meter	30	Nos.
4	Patch Cord 2 Meter	30	Nos.
5	19" Wall Mount 12 U Height Rack	1	Nos.
6	Wire Manager	1	Nos.
7	24 Ports Jack Panel (CAT 6)	1	Nos.
8	24 Port 2960 TCL CISCO Switch	1	Nos.
	<u>Laying Work:</u>		
1	Laying of UTP cable	1830	Mtrs.
2	Installation of Information Outlet (SMB)	30	Nos.
3	Installation of Jack Panel end	30	Nos.
4	Testing of UTP cable	30	Nos.
5	LAN Survey and documentation	30	Nos.
6	Installation of Switch	1	Nos.
7	Installation of 12 U Rack	1	Nos.
8	Supply of Duct 15x15	275	Mtrs.
9	Supply of Duct 45x25	80	Mtrs.
10	Supply of Duct 30x25	165	Mtrs.
11	Supply of PVC Conduit Pipe 32mm	100	Mtrs.
12	Fixing of Duct	620	Mtrs.
	Grand Total		

20. Commercial bid:

Bidders should quote prices as per commercial bid format (“Annexure – A”).

Note: Rates should be inclusive of all taxes, duties, levies etc.

21. General Terms & Conditions:

- i.** Bidders are advised to study the Bid Document carefully. Submission of the Bid shall be deemed to have been done after carefully studying and examination of all instructions, eligibility norms, terms and requirement specifications contained in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.
- ii.** ICSIL will not be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- iii.** The offers submitted by telegram/ fax/ E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iv.** Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
- v.** Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected.
- vi.** Conditional tenders shall not be accepted on any ground and shall be rejected straightway.
- vii.** If any clarification is required, the same should be obtained before or during pre-bid meeting only.
- viii.** No interest shall be payable for the Earnest Money Deposit and the No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid.

- ix.** The Security Deposits without any interest accrued, shall be released only after the expiry of the warranty period of the systems successfully.
- x.** The decision of ICSIL arrived during the various stages of the evaluation of the bids is final & binding on all vendors. Any representation towards these shall not be entertained by ICSIL.
- xi.** In case the vendor is found in-breach of any condition of tender or supply order, at any stage during the course of supply/ installation/commissioning or warranty period, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited, besides debarring & Black listing the vendor concerned for at least 3 years, for further dealing in Govt. departments.
- xii.** Any attempt by vendor to bring pressure towards ICSIL's decision making process, such vendors shall be disqualified for participation in the present tender and those vendor may be liable to be debarred from bidding for ICSIL tenders in future for a period of three years.
- xiii.** Printed conditions mentioned in the tender bids submitted by vendors will not be binding on ICSIL All the terms and conditions for the supply, testing and installation, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the vendors will be acceptable. Alterations, if any, in the tender bids should be attested properly by the vendor, failing which, the tender will be rejected.
- xiv.** Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- xv.** No deviations from tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid.
- xvi.** Indemnity: The selected vendor shall indemnify the ICSIL/User departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. ICSIL/User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders. ICSIL/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the vendor's manpower while discharging their duty towards fulfillment of the purchase orders.

- xvii.** ICSIL will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.
- xviii.** The vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- xix.** All disputes in this connection shall be settled in Delhi jurisdiction only.
- xx.** ICSIL reserves the right to cancel this tender or modify the requirement without assigning any reasons. ICSIL will not be under obligation to give clarifications for doing the aforementioned.
- xxi.** ICSIL also reserves the right to modify/relax any of the terms & conditions of the tender.
- xxii.** ICSIL, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect.
- xxiii.** ICSIL also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure of the firm. Bidder(s) are, therefore, directed to submit the tender carefully along with complete technical features of the products/systems as well as other documents required to access the capability of the firm.
- xxiv.** In case the delay in completion of the work pertains to the ICSIL, ICSIL will grant extension of time for completion of the work and the Tenderer shall not make any claim for compensation or damages in relation thereof.
- xxv.** The ICSIL has the right to alter the nature of work and to add or omit any item of work or has the right to get the same carried out departmentally or otherwise and such alterations shall be carried out without prejudice to the Tenderer.
- xxvi.** The ICSIL has the right to terminate the contract, if the Tenderer abandons the work or fails to commence and complete the work in time, or fails to abide by the contract conditions.

xxvii. No interim payment will be made.

xxviii. Full and final payment shall be made after successful completion of the work and after adjustment of deductions mentioned hereinabove and deduction of TDS etc.

22. Other Conditions:

- i. Rates should be quoted as per the format of commercial bid only.
- ii. Rates should not be quoted in the Technical Bid.
- iii. Goods shall have to be delivered within a period of 4-6 weeks' time.
- iv. Supply of goods shall have to be made directly to the department's site, the detail of which shall be provided at the time of grant of work / purchase order.

23. Warranty of The Hardware:

- i. All hardware should carry a warranty of Three years period from the date of Successful installation. Please quote option for 5 year warranty also.
- ii. In Case of authorized business partners of OEM, a Manufacturers Authorized Form (MAF) should be submitted in the Technical Bid.

Particulars of Applicant Company/Organization

S.No	Description	
1	Name of the Company / Organization	
2	Registration No. of Company / Organization	
3	Date of incorporation of Company / Organization	
4	Trade Tax / VAT No.	
	PAN No. of Company	
	Service TAX Registration No. & Date	
	Telephone Nos	
	Fax No	
	e-mails	
	Website Address	
	Type of Organisation	
	Details of Tender Document Fee (Non-refundable)	
	Details of EMD/Security	
	Particulars of Managing Director/CEO/Proprietor/ Managing Partner	
	Particulars of Contact Person	
	Location of Other Offices in Delhi and Other Parts of India	
	Turnover of the Company/Organization for last three financial years	

	2009-2010 (Attach Audited/Certified copy)	
	2010-2011 (Attach Audited/Certified copy)	
	2011-2012 (Attach Audited/Certified copy)	
	Certifications & Valid up to	Yes/ No
	ISO-9000 Series (Please specify)	
	SEI- CMM Level (indicate the level)	
	Any other (Please specify) (indicate the level wherever it is applicable)	
	Any other relevant information that Applicant Bidder may like to mention	

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

Signature, name and designation of authorized signatory

Commercial Bid Format

“ANNEXURE – A”

S.No	Description	Quantity	Units	Rate in INR inclusive of taxes, duties, levies, etc (in words)
1	UTP Cable CAT 6 Box	6	Box	
2	Information Outlet (Single SMB)	30	Nos.	
3	Patch Cord 1 Meter	30	Nos.	
4	Patch Cord 2 Meter	30	Nos.	
5	19” Wall Mount 12 U Height Rack	1	Nos.	
6	Wire Manager	1	Nos.	
7	24 Ports Jack Panel (CAT 6)	1	Nos.	
8	24 Port 2960 TCL CISCO Switch	1	Nos.	
	<u>Laying Work:</u>			
1	Laying of UTP cable	1830	Mtrs.	
2	Installation of Information Outlet (SMB)	30	Nos.	
3	Installation of Jack Panel end	30	Nos.	
4	Testing of UTP cable	30	Nos.	
5	LAN Survey and documentation	30	Nos.	
6	Installation of Switch	1	Nos.	

7	Installation of 12 U Rack	1	Nos.	
8	Supply of Duct 15x15	275	Mtrs.	
9	Supply of Duct 45x25	80	Mtrs.	
10	Supply of Duct 30x25	165	Mtrs.	
11	Supply of PVC Conduit Pipe 32mm	100	Mtrs.	
12	Fixing of Duct	620	Mtrs.	
	Grand Total			

Note: All Hardware must have a specified warranty period and of Reputed Brand Only. Rates should be inclusive of all taxes, duties, levies etc.

Signature, name and designation of authorized signatory

*The work will be awarded on the totality basis.

“Annexure –B”

Sub: Undertaking of Authenticity for Cables and Switches Supplies

Sub: Supply of IT Hardware/Software -- Cables and Switches

Ref: 1. Your Purchase Order No. -----Dated-----.
2. Our invoice no/Quotation no. -----Dated-----.

With reference to the Cables and Switches being supplied /quoted to you vide our invoice no/quotation no/order no. Cited above, ----

We hereby undertake that all the components/parts/assembly/software used in the Switches and Cables under the above shall be original new components/parts/ assembly /software only, from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (eg Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorized source (eg Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Desktops and Servers without demur, if already supplied and return the money if any paid to us by you in this regard.

We (*system OEM name*) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/SI etc.

Authorized Signatory
Name:
Designation

Place
Date

“ANNEXURE – C”

PROFORMA FOR PERFORMANCE GUARANTEE

Ref: _____

Date: _____

Bank Guarantee No. _____

To

The Managing Director,
Intelligent Communication Systems India Limited (ICSIL),
Administrative Building, 1st Floor, Above Post Office,
Okhla Industrial Estate, Phase-III, New Delhi-110020.

1. Against contract vide Acceptance of the Tender No. _____ dated _____ for supply, Installation, Integration and commissioning of LAN Work to ICSIL (hereinafter called the said 'contract') entered into between the Managing Director, Intelligent Communication Systems India Limited (ICSIL), (hereinafter called "the Purchaser") and _____ (hereinafter called the Bidder). This is to certify that at the request of the BIDDER we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We _____ Bank Ltd, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all Respects of the said contract by the bidder i.e. till _____ hereinafter Called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the bidder from time to time or to postpone for any time or from time to time any of the powers exercise-able by the Purchaser against the said bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said bidder or for any forbearance by the Purchaser to the said bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

Date:

Signature

Place:

Printed Name

Witness

(Bank's common seal)

“ANNEXURE – D”

**PROFORMA FOR REFUND OF EMD
(ON COMPANY’S LETTER HEAD)**

Date:

To,
The Managing Director,
Intelligent Communications Systems India Limited.
Okhla Industrial Area,
New Delhi-110020

Sub: Refund of EMD of Rs. _____ Against the Tender No.F.1 (ICSIL)/01/225/ F & S
LAN Work/2012-13, Dated: 06.06.2013

Sir,

The Tender proceedings have been done our presence as per rules & regulations. Both technical and financial bids were scrutinized as per rules. We had participated in the bid and since we have not been the successful bidder, so we request you to kindly release the EMD. It is also undertaken that all the submission made by us/Undertaking/affidavit given are true to the best of our knowledge. We do not have any grievances against the process no we intent to go into litigation proceedings at a later stage.

We are waiting for kind confirmation.

In case you need any further clarifications or confirmations, we shall provide the same immediately.

Thanking You

Yours Faithfully

(Name of the Firm)

Authorized Signatory