

Intelligent Communication Systems India Ltd. (ICSIL)
(Joint Venture of TCIL – A Govt. of India Enterprise & DSIIDC – An
Undertaking of Delhi Govt.)
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Phone : 26929051, 26830338, Fax: 26830347,
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TENDER No: F(201)/01/ IIT ROORKEE/LAN NW/ Dated: 27.04.2012

SECTION - I
INVITATION FOR BIDS

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. Sealed Quotations from OEMs of network active component or their authorized business partners /resellers/distributors or an authorized system integrators of the OEMs are invited for supply, installation, commissioning and configuration of LAN Network equipment (**Active and Passive Components**) at Indian Institute of Roorkee, Roorkee and its Technology campus at Saharanpur, uttarakhand (herein referred as Client), on the Terms and Conditions given herein. The rates should be competitive and not exceeding the rates offered to any other government department / institution / PSU / Autonomous body having same specification. The specification of Active and Passive Components with estimated quantity required is given at Appendix-"A" to "F" respectively. Actual number of Active and Passive components and other related equipment, items would be known after visiting the sites at IIT Roorkee and understanding the requirement by the intending bidders in consultation with the client. The bidders will have to make their own arrangement at their own cost for the visits before submitting the bid. ICSIL can coordinate with IIT Roorkee to facilitate the visit by the intending bidders if require on a scheduled date and time.
3. The tender document can be downloaded from ICSIL's website <http://icsil.in>. The bids are to be submitted as per procedure and manner (Appendix A to J) given in this document.
4. Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study site visit

and examination of the Tender Document with full understanding of its implications. The Bids should be submitted as per Section-II of the document not later than the date and time given here under.

5. All bids must be accompanied by a Bid Security (EMD) of Rs.15,00,000 (Rupees Fifteen Lakh Only). The bid security shall be in the form of Bank Guarantee or demand Draft in favour of ICSIL, Delhi valid for 60 days beyond the period of validity of the bid. The Bid Security in original should reach to ICSIL before the closing date & time of the tender. No interest is payable on the Bid Security Deposit.

Schedule for Invitation to Tender:

| S.No | Description of activity | Date & Time |
|------|--|---|
| 1 | Pre-bid conference | 30.04.2012 at 11:30 AM |
| 2 | Visit to IIT Roorkee and Saharanpur Campus, if required. | 02.05.2012 |
| 3 | Down loading of Tender document | Upto 07.05.2012 by 2:00 PM |
| 4 | Submission of Tender Document | Upto 07.05.2012 by 2:30 PM |
| 5 | Opening of Technical Bid | On 07.05.2012 at 3:30 PM |
| 6 | Opening of Commercial Bid | On 08.05.2012 at 12:00 noon Or as decided by ICSIL |

2. Venue of submission and opening of Bids:

INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED (ICSIL),
ADMINISTRATIVE Building,
2nd FLOOR, ABOVE POST OFFICE,
OKHLA INDUSTRIAL AREA, PHASE-III,
NEW DELHI-110 020.

Note:

- i) The Terms & Conditions of the Tender are binding on all intending bidders.
- ii) Any deviation to the Bid or Terms & Conditions of the Tender shall not be accepted by ICSIL.
- iii) Terms & Conditions imposed by the bidders either in printed forms or otherwise will be summarily rejected.

Section-II
Eligibility Criteria

1. The bidder should be an exclusively IT company of repute having expertise, sound financial base and capability to execute said work using state of the art technology with best industry practices available in the global market. The firm should be in existence and operating in India for the last Ten Years.
2. The bidder's average annual Gross Turnover from IT services in India should be Rs.50 crores (Fifty Crores) in the last three financial years viz. 2008-09, 2009-10, and 2010-11, out of which, the bidder's average annual turnover from System Integration services from LAN Networking services including system integration should be more than Rs.5 (Five) crores in the corresponding 3 years as mentioned above. A certificate from the Chartered Accountant clearly specifying IT services and System Integration of LAN networking services on both the turnovers for these years, in original, may be submitted.
3. The bidder should have completed at least three similar jobs of LAN Networking i.e. supply, installed in, testing and commissioning of LAN work of value more than Two Crore each in the last 3 years.
4. The bidder should be registered with the Service Tax Department and should carry a valid PAN In the name of, the firm/company.
5. The bidder should be registered firm/company under Indian Companies Act). Proof must be submitted.
6. An undertaking by the authorized person of the company (self certificate) that the bidder hasn't been blacklisted by a Central /State Government, institution and there has been no litigation with any Government Department/PSU/Corporation in Central/State Government on account of similar services.
7. Each page should be numbered and conformance to the eligibility criteria/technical bid should be indicated using an index page.
8. The envelope shall be placed in an outer cover superscripted "ICSIL Tender for LAN Networking at IIT Roorkee". The outer cover shall be submitted to the office of the Managing Director, ICSIL on or before the due date and time for consideration of bid.
9. Should have an established office in Delhi/NCR (Attach Proof).
10. Should be an ISO 9001:2008 or ISO 27001: 2005 certified company. Submit proof.
11. Net worth of the bidder for the financial year 2008-09, 2009-10, 2010-11, should be positive. Submit audited Financial statement.

Section-III

Bidding Process

1. Bidders are advised to study the bid document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with the 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.
2. All the bids must be valid for the period of 180 days from the date of opening of the Tender. If necessary, ICSIL may extend the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture for their EMD.

3. Bid Composition

The bid shall be submitted in the manner as given below and addressed to :

The Managing Director
Intelligent Communication Systems India Ltd. (ICSIL),
Administrative Building (above Post Office),
Okhla Phase-III
New Delhi-110020.

Tender can be downloaded from our web-site <http://icsil.in>

4. Submission of bid in covers :
 - A. **Cover-1: EMD and Tender Fee:** The envelope shall contain :
 - i) EMD in the form of Bank Guarantee/ Demand Draft for an amount of Rs.15,00,000/-(Rs. Fifteen Lacs only) drawn from a scheduled Commercial Bank in favour of ICSIL, New Delhi valid for a period of 225 days from the date of its submission. Performa for Bid security form is given at Annexure "J".
 - (ii) Demand Draft for Rs. 10,000/-(Rupees Ten Thousand only) as Tender Fees (Tender fee is non-refundable and non-transferable). The envelope shall be sealed and superscripted "**EMD and Tender Fee** – For LAN Networking of IIT Roorkee".
 - B. **Cover-2: Technical Bid:**
 - i) Documents as required in the Tender shall be submitted in this envelope. The envelope shall be sealed and superscripted "Technical Bid for LAN Networking of IIT Roorkee". The document should be properly bounded or tagged with no loose sheets. Each page should be numbered and conformance to the eligibility criteria/technical bid should be indicated using an index page.

C. Cover-3: Financial Bid:

The envelope shall be sealed and superscripted "Financial Bid for LAN Networking of IIT Roorkee". The bidder should take into consideration all expenses as required for the consultancy work including site visit etc. as per format of commercial bid. The rates should be quoted for all items that is Active and Passive components, UPS with batteries and other related items as per BOM given in various Appendix as elaborated in sub-clause (xv) of clause 25 of Section III of this tender. The financial bids of technically qualified bidders only shall be opened.

The above 2 envelopes shall be placed in an outer cover superscripted "ICSIL Tender for LAN Networking of IIT Roorkee". 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.

5. Performance Guarantee:

ii) A. the selected firm shall deposit Performance Guarantee equal to 10% of the total bid amount quoted by it drawn from a scheduled Commercial Bank in favour of ICSIL, New Delhi **valid for a period of 60 days beyond the contract period from the date of its submission.** The Performance Guarantee should be submitted within five days of receipt of the work order. Performa for performance guarantee is given at Annexure "K".

iii) The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender. EMD of the successful bidders shall be returned without any interest, on receipt of valid Performance Bank Guarantee (BG). The performance Bank Guarantee shall be released after expiry of contract period.

6. Forfeiture of Earnest Money Deposit/Security Deposit The Earnest Money Deposit can be forfeited, if a Bidder:

- (a) Withdraws its bid during the period of bid validity.
- (b) Does not accept the correction of errors.
- (c) In case of the successful Bidder Failed to sign the contract agreement or Deposit Performance Guarantee within the specified time period

7. Any bid received by ICSIL after the prescribed deadline for submission of bids, will be summarily rejected and **returned unopened to the Bidder.** ICSIL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

10. The bids submitted by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.

11. At any time prior to the last date for receipt of bids, ICSIL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on ICSIL's website <http://icsil.in> and should be taken into consideration by the prospective bidders while preparing their bids. Lapses of any kind on the part of the bidder will be at sole risk of bidder.

12. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, ICSIL may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.
13. The bidders will bear all costs associated with the preparation, site visits and submission of their bids. ICSIL will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
14. Printed terms and conditions of the bidders, will not be accepted as forming part of their bid. The terms and conditions including eligibility criteria as laid down in the Tender Document are firm and final and deviation in any form there to shall not be accepted and entertained.
15. The prices quoted shall be inclusive of transportation charges and all other expenses including but not limited to those related with the visits of Tenderer's Personnel in connection with the Maintenance and other services during the contract period.
16. Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications.
17. Commercial bid should clearly indicate the price to be charged as per Commercial Bid Format/BOM without any qualifications whatsoever and the rates quoted should be inclusive of all taxes, duties, levies, cess, fee etc.
18. Selection of the firm would be on the basis of lowest quoted rates [L1 bidder] derived from a total cost of all items i.e. Active, Passive components, UPS with batteries and other related items inclusive of all taxes, duties, cess, fees, levies etc. as per summary table given at Appendix-"D".

19. Network Architecture:

- i. The firm shall be responsible to draw complete site plan and network layout in the form of diagram or chart of work done and the equipment installed at the site. Complete Network Architecture in detail shall be submitted by the firm to the client department and ICSIL in soft as well as hard copy.
- ii. The firm shall perform the services as per best Industry practices and operationalize the system, perform the Services and carry out the scope of work in accordance with the terms of this Contract.

- iii. As the network equipment installed at IIT Roorkee are of Cisco make, therefore, to have conformity and compatibility of all equipment, it is proposed to have all Active Components i.e. Network Switches and related equipment of Cisco Make and Passive components of AMP make. Other material should be of best quality and standards.
- iv. It is clarified here that Active and Passive component other make than the mentioned above will not be considered and summarily rejected. No enquiry will be entertained in this regard from any vendor.
- v. The list of items (Active & Passive components, UPS with Batteries) to be supplied are given in Annexure-“A” to “G”.

20. Opening of Bids

The bids will be opened in the presence of bidders' authorized (only one) who choose to attend the Bid opening on the specified date and time. The bidders' representatives who are present shall sign a register evidencing their presence. In the event of the specified date of Bid opening being declared a holiday for ICSIL, the Bids shall be opened at the same time and location on the next working day.

21. Opening of Cover-1 i.e. EMD and Tender Fee

At the first instance, EMD & Tender Fee envelope will be opened. Bids not accompanied with the requisite EMD and Tender fee shall be summarily rejected.

22. Opening of Cover-2 i.e. -Technical Bid

Technical bid envelope of only those bidders, whose EMD and Tender fee are in order, shall be opened on the same date and time. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC) for evaluation.

23. Opening of Cover-3 i.e. – Financial Bid

Financial bid envelope of only those bidders, who are technically found eligible, shall be opened on the date and time decided by ICSIL. All bidders who are technically qualified shall be informed on phone or e-mail.

24. Bid Validity

All the bids must be valid for a period of 180 days from the date of tender opening. However, the rates should be valid for a period of one year from the date of award of contract. No request will be considered for price revision during the validity period. If necessary, ICSIL will seek extension in the bid validity period beyond 180 days and rate validity period beyond one year. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

25. General Instructions to Tenderer :

- i. Delay by the contractor in the performance of the obligations under the contract shall render the vendor liable for any or all the following sanctions:
 - a. Forfeiture of its performance security, imposition of liquidated damages and / or termination of contract for default as detailed hereunder:
 - i. If, at any time during the performance of the contract the vendor encounters conditions impeding timely delivery of the goods and the performance of services, the vendor shall promptly notify the client in writing of the facts of the delay, its likely duration and its cause(s). The Client shall evaluate the situation and may, at its discretion, extend the time for the performance in which case the extension shall be ratified by an amendment.
 - ii. This is a turnkey project. ICSIL will not be responsible for any other payment to the bidder other than the quoted in the Bid.
 - iii. All the necessary arrangements such as transportation, creation of facility etc will be done by the successful bidder at no extra cost.
 - iv. Payment shall be released as per payment terms. The Bill in triplicate shall be raised by vendor along with details of work done during the month duly verified by the client. No advance payment will be released.
 - v. In case the firm does not complete the work within the stipulated period, Liquidated damages will be charged @ Rs.20,000/- (Rupees Twenty Thousand only) per day delay and maximum cap of Rs.10,00,000/- (Rupees Ten Lakh) only.

vi. Local Conditions

It will be imperative for each Tenderer to fully acquaint themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents.

vii. Stipulated Time Schedule

It may be noted that the time schedule to complete the job in all respect is by 30th June, 2012 for both the locations i.e. IIT Roorkee and Technology Campus, Saharanpur. No extension beyond this date shall be entertained. Failing to adhere to this time schedule will attract penal action as given in the Tender.

viii. Time is of the essence

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the Tenderer by the specified completion date.

ix. Address for Correspondence

The bidder shall authorize and designate one person and the official mailing address, place, Mobile No. and Fax number to which all correspondence shall be sent by the Client.

x. Evaluation of Commercial Bids

The commercial bids shall be evaluated by a Committee constituted for opening the Commercial Bid. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

xi. Commercial bids will be evaluated on the basis of total price [L1 bidder] of all items (BOM) inclusive of all taxes, duties, levies, fees, cess etc. and not on the basis of individual items.

xii. This is clarified that ICSIL will not entertain any deviation in the Technical as well as Commercial Bid either in the form of pre-printed material or otherwise. ICSIL will stick to the Terms & Conditions as laid down in this Tender Document.

xiii. Post Qualification and Award Criteria

ICSIL will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in commercials, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

This determination will take into account the Tenderer's technical, implementation and post-implementation strength and capabilities. It will also include examination of the documentary evidence submitted by the Tenderer as part of the bid as well as such other information as ICSIL deems necessary and appropriate.

xiv. ICSIL is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.

xv. Notification of Award

- a. Prior to the expiration of the period of bid validity, ICSIL will notify the successful Tenderer in writing, that its bid has been accepted.
- b. The notification of award will constitute the formation of the Contract.
- c. Upon the successful Tenderer's furnishing of performance security, ICSIL will promptly notify each unsuccessful Tenderer and will discharge its bid security, pursuant to Clause 5, Section-III above.

xvi. Signing of Contract

At the same time as ICSIL notifies the successful Tenderer that its bid has been accepted, the successful Tenderer shall sign and date the Contract within 5 (Five) days of notification of the award.

xvii. The conditions stipulated in the contract will be strictly adhered by the bidders and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the ICSIL. In addition, ICSIL will be free to forfeit the Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

xviii. The bidder **will not outsource or sublet the work to any other** associate/franchisee/third party under any circumstances. If it so happens, then ICSIL will **impose sanctions** which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

xix. Intellectual Property Rights: The Bidder will indemnify ICSIL infringement of third party rights be they under the Patents Acts or the IPR of any.

25. Scope of Work:

- i. Scope of work comprises of supply, installation, configuration, testing and commissioning of network components i.e. Active and Passive at various locations at IIT Roorkee and its Technology campus at Saharanpur.
- ii. It is clarified that the existing set-up at IIT Roorkee and Saharanpur Campus is of CISCO and AMP make. It is, therefore, desired that to have conformity and compatibility of the equipment, **only CISCO and AMP make of components are required and will only be considered.**
- iii. The Network Architecture diagram connecting various Hostels from Data Centre is given at Diagram-“A”. For redundancy reasons, two hostels each are to be connected with each other through optical fibre of requisite specification. Distance between two hostels to be connected

with each other is given at Appendix-“F” diagram and require digging for laying optical fiber.

- iv. Connectivity to each hostel room will be through Access Switch (Cisco 2960) which are again connected through Distribution Switch Cisco 4500.
- v. Power supply to each Distribution Switch should be through 6KVA UPS of one hour battery back-up.
- vi. The Distribution and Access Switch should be **of Cisco make, model 4500 and 2960 only.** Switches of any other make will not be considered and summarily rejected.
- vii. Network cabling should be preferably on Aluminum channels and not on PVC channels.
- viii. Connectivity from Data Centre Roorkee to Technology Campus Saharanpur is already available on 34 Mbps Leased Line on Optical Fibre. Beside this, one Distribution Switch Cisco 4500 is also already established there.
- ix. At Saharanpur Campus, floor wise connectivity to various rooms is required through Access Switches Cisco-2960 for which the bidder should quote.
- x. Requirement of I/O nodes at each Hostel room at IIT Roorkee is given in the table at Appendix-“H”. Total number of such nodes for IIT Roorkee are 5101 in number. For Technology Campus this has to be worked out. Payment should be release for each item on actual basis.
- xi. It may be noted that connectivity from Data Centre to Access switch should be on MM OFC whereas from Access Switch to I/O Ports should be on CAT-6A cables.
- xii. AMC of Active Components should be for 1+3 years i.e. one year warranty after successful commissioning and acceptance and 3 years maintenance after expiry of warranty period. All other network i.e. Logical and physical both shall be maintained by IIT Roorkee itself.
- xiii. All site is ready in all respect to start the work. But its residential site needs to share the road map of Action Plan.
- xiv. Work at all sites shall be carried out parallel in order to meet the given time **schedule latest by 30th June, 2012**, failing which panel **clause for delays shall be invoked.**
- xv. Detail of Active and Passive components required at both the sites is as under:
 - a) Active components required for IIT Roorkee are given at Appendix-“A”.
 - b) Active components required for Technology Campus Saharanpur are given at Appendix-“B”.
 - c) Campus Fiber Backbone Connectivity is given at Appendix-“C”.
 - d) List of Passive cabling solution is given at Appendix-“E” to “E-5”.
 - e) UPS of 6KVA capacity with one hour battery back-up is given at Appendix-“G”.
 - f) Distance between hostel to hostel is given at Appendix “F”.
 - g) Total number of I/O ports required is given at Appendix “H”.

26. Implementation and Commissioning Schedule:-

After the delivery of the complete stock of equipment, the commissioning should be completed by 10th July 2012. If in case the site is not ready for installation, a site not ready report shall be provided and based on the same, payment due against installation shall be released.

27. No Claim Certificate

The empanelled bidder will not be entitled to make any claim, whatsoever, against ICSIL under or by virtue of or arising out of this contract nor will ICSIL entertain or consider any such claim for the jobs accepted post award of contract.

28. Suspension:

ICSIL may by a written notice of suspension, suspend all payments to the selected bidder under the contract, if the selected bidder fails to perform any of its obligations under this contract provided that such notice of suspension:

- a. will specify the nature of the failure and
- b. will request the empanelled bidder to remedy such failure within specified period from the date of issue of such notice of suspension.

29. Confidentiality

The selected Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of ICSIL or its clients without the prior written consent of ICSIL.

Section-V

1. Project Progress:

- i. ICSIL will Act as an interface between the bidder and client department
- ii. Supervise the project progress until its full implementation and acceptance.
- iii. will ensure that the assigned job is completed as per the schedules given in the work order.
- iv. would advise the bidder to post additional manpower, free of any additional charge, if there are perceived slippages on the time schedules.
- v. Offer clarifications to the bidder queries vis a vis project objectives.

2. Penalty for delays:

For any time slippages, the bidders can induct more resources at their cost to meet the time schedules. In case the firm does not complete the work within the stipulated period, Liquidated damages will be charged @Rs.20,000/- (Rupees Twenty Thousand only) per day delay and with maximum cap of Rs.10,00,000/- (Rupees Ten Lakh) only.

Section-VI

1. Payment Terms: Following will be the delivery based payment schedule:

| S.NO. | Description | %age of payment |
|-------|--|--|
| 1 | On delivery of Active & Passive components <u>in full as per work order of BOM.</u> | 40% of total cost of Active and Passive components |
| 2. | On successful installation, configuration, testing and commissioning of all Active & Passive components as per BOM | 30% of total cost of Active and Passive components |
| 3. | On successful installation, configuration, testing and commissioning of all Active & Passive components as per BOM and Acceptance thereof by the client department | 30% of total cost of Active and Passive components |

2. The Bill in triplicate inclusive of all taxes, duties, levies, cess etc. shall be raised by vendor along with details of work done duly verified by the client department. No advance payment will be released. TIN, Service Tax No. and PAN of the Company should be mentioned on the body of the Bill.
3. Payment shall be released only after all deliverables/documents are duly verified and certified by the client department.
4. One copy each of the Delivery Challan as per BOM with price shall be submitted to ICSIL in order to release payment.
5. The payments will be released against Pre-Receipted Bills in triplicate in the name of ICSIL accompanied with end user certification as stated above. Payment will be made within 30 days of submission of bills on back to back to basics subject to submission of complete documents complete in all respect. .
6. Service Tax, or any other tax, cess, levies, duties, fee etc as applicable, will be paid by the bidder as per the Rules.
7. All payment will be made subject to TDS (Tax Deduction at Source) as per the Income-Tax Act. 1961, as per Government of India rules.

Section-VII

1. Arbitration and Jurisdiction:

ICSIL and the bidder will make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to Chairman, Intelligent Communication Systems India (ICSIL), and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the award.

Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

Section-VIII

2. Applicable Law:

The work orders will 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. Any default in the terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit and cancellation of work order as stated in the preceding paragraphs.

Annexure-I: Pre-Qualifying Eligibility Criteria For Bidders

| Sr No | Eligibility Criteria | Supporting Documents | Compliance (Yes/No) |
|-------|---|---|---------------------|
| 1 | The bidder should be a Company registered under the Companies Act, 1956 or a partnership registered under the India Partnership Act 1932 with their registered office in India for the last ten years . | Certificate of Incorporation / Registration | Y/N |
| 2 | An undertaking (self certificate) that the bidder hasn't been blacklisted by a Central /State Government, institution and there has been no litigation with any Government Department / PSU / Corporation in Central / State Government on account of similar services. | A self certified letter by the authorized signatory of the bidder must be submitted on original letter head of the bidder with signature and stamp. | Y/N |
| 3 | The bidder should be registered with the Service Tax Department and should carry a valid PAN In the name of the firm/company. | Certificate from appropriate authority should be submitted. | Y/N |
| 4 | Should be an ISO 9001:2008, or ISO 27001: 2005 certified company. | Submit proof | |
| 5 | The bidder should be registered with VAT Department | Certificate from appropriate authority should be submitted. | |
| 6 | The bidder should be registered company under Indian Companies Act). | Proof must be submitted | |
| 7. | The bidder should have completed at least three similar jobs of LAN Networking i.e. supply installation, testing and commissioning of LAN work of value more than 2 crore each in the last 3 years. | Copy of Work Order to be attached. | Y/N |
| 8. | Should have an office in Delhi/NCR | Submit proof | Y/N |
| 9. | Net worth of the bidder for the financial year 2008-09, 2009-10 and 2010-11 should be positive. | Submit audited financial statement. | |

APPENDIX-“F”

DISTANCE FROM DATA CENTRE IIT ROORKEE TO HOSTELS

| Sr. No. | From | To | Distance B/W DS-to -DS in Mtrs. | Distance from Data Center |
|----------------|---------------------------------|------------------|--|----------------------------------|
| 1 | ISC (Data Center) (Data Center) | Azad Bhawan | | 900 |
| 2 | ISC (Data Center) | Cautley Bhawan | | 1350 |
| 3 | ISC (Data Center) | Ganga Bhawan | | 1390 |
| 4 | ISC (Data Center) | Govind Bhawan | | 350 |
| 5 | ISC (Data Center) | Jawahar Bhawan | | 650 |
| 6 | ISC (Data Center) | Rajendera Bhawan | | 1350 |
| 7 | ISC (Data Center) | Ravindera Bhawan | | 650 |
| 8 | ISC (Data Center) | Sarojini Bhawan | | 550 |
| 9 | Govind Bhawan | Bio-Tech | 250 | |
| 10 | Jawahar Bhawan | Sarojini Bhawan | 300 | |
| 11 | Cautley Bhawan | Kasturba Bhawan | 1100 | |
| 12 | Ganga Bhawan | Radha-Krisnan | 300 | |
| 13 | Rajendera Bhawan | Rajeev Bhawan | 300 | |
| 14 | Azad Bhawan | Ravindera Bhawan | 250 | |
| | | | 2500 | 7190 |

APPENDIX-J

BID SECURITY FORM

Whereas _____ (hereinafter called 'the Tenderer') has submitted its bid dated _____ to Intelligent Communication Systems India Ltd. (ICSIL), Administrative Building, Above Post Office, Okhla Industrial Estate, Phase-III, New Delhi- 110020 for LAN Networking which includes supply, installation, configuration and commissioning of Active and Passive components at IIT Roorkee and Technology Campus at Saharanpur, Uttarakhand.

KNOW ALL MEN by these presents that WE- ----- of _____

(hereinafter called "the Bank") are bound unto the Intelligent Communication Systems India Ltd., (ICSIL) (herein after called "the Purchaser") to the sum of Rs..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns _____ by _____ these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2012.

THE CONDITIONS of this obligation are:

1. If the Tenderer, withdraws its Bid during the period of bid validity specified by the Tenderer on the Bid Form; or
If the Tenderer, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity,
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Tenderers;

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 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

Seal of the Bank

ICSSIL

ANNEXURE-K

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 LAN Networking of IIT Roorkee and Technology Campus Saharanpur, Uttarakhand (hereinafter called the said 'contract') entered into between the The Managing Director, Intelligent Communication Systems India Limited (ICSIL), (hereinafter called "the Purchaser") and M/s _____ (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 fulfilment 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.

ICSSIL

4. We undertake to pay to the Purchaser any money so demanded not withstanding 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 forebear 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)

Appendix-“H”

Hostel wise number of I/O ports required.

Boys Hostel (Roorkee Campus)

| Name of Bhawan | Single Seated | Double Seated | Total Seats |
|----------------|---------------|---------------|-------------|
| Azad | 508 | 0 | 508 |
| Cautley | 279 | 682 | 961 |
| Ganga | 308 | 262 | 570 |
| Govind | 636 | 0 | 636 |
| Jawahar | 607 | 0 | 607 |
| Rajendra | 272 | 646 | 918 |
| Ravindra | 508 | 0 | 508 |
| Total | | | 4708 |

Girls Hostels (Roorkee Campus)

| Name of Bhawan | Single Seated | Double Seated | Total Seats |
|----------------|---------------|---------------|-------------|
| Sarojini | 195 | 198 | 393 |

Total numbers of I/O ports required = 5101.

Appendix-“D”

Appendix wise summary of rates quoted (inclusive of all taxes, duties, levies, cess, fee etc. in Rupees only) for each Appendix.

Name of Bidder

| Appendix | Appendix “A” - Active components required for IIT Roorkee | Appendix-“B” Active components required for Technology Campus Saharanpur | Appendix -“E” to “E-5” - List of Passive cabling solution | Appendix -“G” 10 No. of UPS (online) with battery backup of one hour. |
|----------------------------|---|--|---|---|
| Grand Total (in Rs.) | | | | |