



Tata Institute of Fundamental Research
टाटा मूलभूत अनुसंधान संस्थान

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Autonomous Institution of the Department of Atomic Energy, Government of India
(A Deemed University)

HOMI BHABHA ROAD, NAVY NAGAR, COLABA, MUMBAI - 400 005.

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E-TENDER NOTICE

Tender Document For

Annual Service Contract for laying of Voice / data cabling and
related activities at TIFR Mumbai

(TENDER NO: TIFR/PD/CF22-76/221930/PUB)

March 13, 2023



TATA INSTITUTE OF FUNDAMENTAL RESEARCH

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Ref.: TFR/PD/CF22-76/221930

March 13, 2023

NIT cum Tender Document (TWO PART TENDER) for the following Services :

Annual Service contract for voice / data cabling and related activities
At TIFR,Mumbai

Tender No.	TFR/PD/CF22-76/221930
Estimate Cost	Rs. 5,90,000/-
Type of Tender	Two Part Tender
Period of Contract	12 months
EMD	Rs. 11800/- in favour of Registrar,TIFR,Mumbai
Last Date for Submission of Tender	29.03.2023 on or before 1730Hours
Date of Opening Bids	30.03.2023 at 15.00 Hours

Tender should be submitted in sealed envelope superscribed with the Tender No., Due Date in Bold Letters.

Please see attached sheet for conditions of tender.

There are two separate sealed envelope for Technical Bid (Part-I) & Financial Bid (Part-II).Both the sealed envelopes should be put in another envelope duly sealed. Tenders in sealed envelopes duly super scribed with the Financial or technical part as the case may be, Tender No. and due date, etc. and addressed to the Purchase Officer, Tata Institute of Fundamental Research, Homi Bhabha Road, Colaba, Mumbai – 400 005.

Signature of Contractor

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A) General Instructions:

- 1.** The Prospective bidder shall carefully examine and understand the specifications/conditions of the tender document/RFP and seek clarifications in writing during the pre-bid meeting, if required, to ensure that they have understood all specifications/conditions of tender/RFP. These clarifications should be sought before submission of bids. If no such clarifications are sought in writing, it will be taken that the Bidder has read, understood and accepted all the terms, conditions and specifications in the tender document/RFP.
- 2.** The Bidder is required to submit a copy of this tender document/RFP, with all pages signed by the authorized person, to confirm that Bidder has read and understood the conditions of this tender document/RFP and that the proposal is submitted in full understanding and agreement of the requirements of TIFR.
- 3.** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and TIFR will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 4.** TIFR reserves its rights to amend any of the terms and conditions of the tender document. All such changes can be made upto one week before the last date of submission of bid. The notice of such amendment will be published on TIFR/CPPP website only. No separate advertisement will be issued in the newspapers for such changes / corrigendum's. All the prospective bidders are therefore requested to regularly visit TIFR/CPPP website for any such updates.
- 5.** The complete bid shall be online as per the specified formats only. The bids should be without alteration or erasures, except those to accord with instructions issued by the TIFR or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 6.** The bidder shall submit only one option, which is best suitable to meet TIFR requirements. The bids submitted with more options shall be liable to be rejected.
- 7.** The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and TIFR, shall be in English only.
- 8.** The bidder shall base his solution on the basis of continuous availability of spares/materials for at least 05 years, after the specified warranty/defect liability period.
- 9.** Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the Bidder shall design a form to hold the required information.
- 10.** The Bidder shall explicitly indicate the non-compliance or deviation of the Solution offered in the Proposal to all the terms, clauses, conditions and specifications stipulated in this RFP. If non-compliance or deviation for any term, clause, condition or specification is not explicitly indicated, it will be construed as compliance and if successful in the bid, the bidder is obligated to comply with all the requirements (excluding those non-compliances explicitly accepted by TIFR in writing) in toto.
- 11.** Successful bidder shall perform all the obligations specified in accordance with the terms and conditions laid down in the tender document/RFP. All details provided by the Bidder should be specific to the requirements specified in this tender document/RFP. Detailed clarification may be provided by Bidder, if so desired by TIFR. The Bidder shall specify the responsibilities of TIFR, if any, separately for the successful implementation of the project.

12. Bidder shall ensure that all documents are uploaded with the Technical bids or Price bid. The “**TECHNICAL BID**” **should** contain the following documents:

- i) Registration / empanelment certificate with government organization / semi-govt organization / PSU / reputed private organization etc.
- ii) Scanned Copies of Demand Draft/ Pay Order for EMD & Tender Fees
- iii) Copy of PAN (Permanent Account Number) card.
- iv) List of similar works in hand & works carried out by them for last 3 years indicating A) Agency for whom executed, B) Value of work, C) Completion time as stipulated and actual, or present position of the work
- v) Experience testimonials along with work orders and completion certificates.
- vi) Certificate of Registration for GST and Income Tax and acknowledgement of up to date filed return if required.
- vii) Copy of complete tender document duly signed and stamped
- viii) Copy of application form along with documents relating to eligibility criteria as per Annexure I to VI
- ix) Copy of technical specification compliance sheet as per Annexure VII

13. PERFORMANCE SECURITY

1. The contractor will be required to furnish performance security as per prescribed format for an amount equal to 3% of the estimated value of the work in the form of CDR/FDR/DD/bank guarantee (of nationalized/ Scheduled Bank in a standard format) within two weeks from the date of receiving of the work agreement. The performance security should remain valid for a minimum period of 36 months plus three months claim period from the date of execution of work agreement. (Refer Annexure ‘IX’)
2. Failure of the successful contractor to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the TIFR may make the Award to the next lowest evaluated tenderer or, if there are no other tenderer, call for new bids.
3. In the event of breach of contract by the contractor, the performance security will liable to be forfeited by TIFR.

14. Acceptance of Tender: The competent authority, on behalf of Director, Tata Institute of Fundamental Research, Mumbai, does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all the tenders received, without assignment of any reason. All tenders, in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebates is put forth by the tenderer, shall be summarily rejected.

The Competent Authority, on behalf of the Tata Institute of Fundamental Research, Mumbai reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender or any other tender.

15. Validity of Tender: The tender for the work shall remain open for acceptance for a period of 90 days from the last date of submission of tenders. If any tenderer withdraws his tender before the said period, or before issue of Letter of Intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then Tata Institute of Fundamental Research, Mumbai shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely. Further the tenderer shall not be allowed to participate in the retendering process of the work.

16. Levy / Taxes payable by contractor:

GST @18% on Labour in respect of this contract shall be payable by the contractor.

17. Deduction of Income Tax : As per Section 194-C of Income tax Act 1961, as amended by letter No. 275/9/72/9-TJ (Circular No. 86) dated 19.5.72 and No. 275/14/91-IT (B) (Circular No. 593) dated 5.2.91, received from Ministry of Finance, Department of Revenue, Central Board of Direct Taxes, New Delhi, the Income tax @ 2% and Surcharge thereon @12% (or any other amended rate by Ministry of Finance from time to time), of the gross value of the work done will be recovered from the bills. A certificate for the amount so recovered will be issued by the Department.

- 18. Site visit by the tenderer before tendering:** Vendors should make a site survey and take into account all the difficulties in carrying out the work and which are likely to have financial implications on the cost for the work. A site survey report has to be submitted along with their bid. The report should clearly mention difficulties in carrying out the work as per TIFR plans. **Please note that Site survey and submission of site survey report along with technical bid is compulsory.** Non submission of the site survey report along with the bid will lead to disqualification of the vendor from the tender process. **Site Survey has been scheduled on 14.02.2023 and 16.02.2023 between 1400 hrs to 1600 hrs on both days. Vendors can visit the site on any of the two days, however prior intimation has to be given on contact number – 9987260966** so as to enable us to inform our Security to allow the vendor to enter the premises. Please note that request for survey on any other dates will not be entertained.
- 19. Signing of Tender and receipts for payments:** In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act-1952. Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
- 20. Tenderer's responsibilities:** The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice & all other contract documents, and has made himself aware of the scope & specifications of the work to be done and local conditions and factors having a bearing on the execution of the work. Water and electricity shall be provided for the work by TIFR free of charge.
- 21. Signing of contract:** The Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: the Notice Inviting Tender, all the documents including all conditions, specifications and drawings, if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- 22. Canvassing,** either directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection and may be barred from the future participation in TIFR works.

Purchase Officer
For and on behalf of Tata Institute of Fundamental Research, Mumbai

PRE-QUALIFICATION CRITERIA: Bidders are required to comply with the following eligibility criteria.

- i) The tenderer must have experience of at least 5 years in Voice and Data Cabling and handling of other Passive infrastructure related to voice and data. Supporting document must be enclosed in the bid failing which the bid will be disqualified.
- ii) Vendor office has to be located locally (Mumbai Metropolitan Area - MMR) with active data/voice cabling works in Mumbai and Suburbs.
- iii) The Vendor should have “Electrical Contractor **OR** Electrical Supervisor **OR** Electrical Wireman License” granted by Public Works Department. Copy of the license certificate should be attached with the bid.
- iv)
- v) The tenderer should have yearly turnover of not less than Rs. 5.90 lakhs for the last three years. The tenderer should attach copy of audited/ITCC Certificate for the last three years duly attested by Chartered Accountant.
- vi) The tenderers should have successfully completed at least;
Three similar works each of value not less than Rs. 2.36 Lakhs
OR
Two similar works each of value not less than Rs. 3.54 Lakhs
OR
One similar works of value not less than Rs. 4.72 Lakhs

during the last 03 years (i.e. **Similar work means Passive Data Networking infrastructure**). At least one similar work in any of the above three categories must have been carried out in any of the government organizations/PSU/autonomous bodies /reputed private organizations in India. Attested copies of the completion certificates issued by the Engineer/officer in charge are required to be enclosed with the technical bid. The tenderer should also give complete details of the concerned authority such as name with designation, valid address, telephone/mobile number with STD Code, etc. The completed works will be open to inspection and in case works is not up to the standard, the tender will summarily be rejected & no queries will be entertained in this regard. Refer “Annexure- IV”.

- vii) The firm should have not been blacklisted, debarred, declared non performer or expelled from any work of Union Government/ State Governments/Autonomous bodies under Govt depts/ PSUs etc. during the last 5 years. They should also submit a notarized affidavit for the same. The applicant should also provide information regarding litigation / arbitration cases for the last five years as per Annexure-V.
- viii) No consortium will be entertained, only individual agencies will be allowed to quote.
- ix) Details of local technical manpower should be submitted with the technical bid. Supplier should have full-fledged office and support personnel stationed in Mumbai MMR Region with active data/voice cabling works in Mumbai and Suburbs.
- x) The tenderer should visit / examine the site and its surrounding with prior appointment to assess the accessibility and scope of work before submitting their offer Any difficulty foreseen during site visit should be highlighted in the quote, else, it will be considered as acceptance by the bidder to the site conditions and working plans mentioned in this document

All the documents pertaining to the above eligibility conditions needs to Submitted along with the technical bid . The bids which are found to be not meeting with any or all the are conditions shall be declared technically disqualified and will not be eligible for opening of their financial bids.

1.1 CONTRACT DOCUMENT

1.1 The terms 'Contract document' means the Notice Inviting Tender, Tender form, Instructions to bidders, Special Conditions, General Conditions of Contract, Specifications, Price Schedule and Drawings and Articles of Agreement.

1.2 "TIFR" shall mean **Tata Institute of Fundamental Research with its office at Dr. Homi Bhabha Road, Old Navy Nagar, Colaba, Mumbai -400005.**

1.3 The Contractor shall mean the sole proprietor, or firm or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, firm or company, as the case may be or the persons composing such firm or company of the successors of such firm or company and the permitted assignees of such individual or firms or company.

1.4 Engineer-in-charge shall mean the officer designated by the Director, TIFR who shall supervise and shall be in charge of the work, and issue necessary instructions at site, on behalf of TIFR.

2.0 Contractor shall strictly conform to the specification, price schedule, general and special terms and conditions, if any, and any other matter contained in the tender documents issued by the TIFR.

3.0 The estimated value under work, Bid Security (Earnest Money) and Performance Security are as follows:

- | | | |
|----|--------------------------------------|--|
| A) | Estimated cost | : Rs. 5.90 Lacs |
| B) | Bid Security (Earnest Money Deposit) | : Rs. 11,800/- |
| C) | Performance Security | : 3% of the total value of work order. |

4.0 The Bids received without payment of EMD shall be summarily rejected.

4.1. The bid securities of unsuccessful tenderer will be returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by TIFR.

4.2. The bid Security of the successful bidder will be returned upon the tenderer executing the work and furnishing the required Performance Security.

4.3. Withdrawal or modification of offer by the tenderer during the interval between the deadline for submission of bids and expiry of the period of bid validity will not be permitted and will result in the forfeiture of its bid security.

5.0 PERFORMANCE SECURITY

5.1. The contractor will be required to furnish performance security as per prescribed format for an amount equal to 3% of the estimated value of the work in the form of DD/Bank Guarantee (of nationalized/ Scheduled Bank in a standard format) within two weeks from the date of receiving of the work agreement. The performance security should remain valid for a minimum period of 12 months plus three months claim period from the date of execution of work agreement. (Refer Annexure 'IX')

5.2. Failure of the successful contractor to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the TIFR may make the Award to the next lowest evaluated tenderer or, if there are no other tenderer, call for new bids.

5.3. In the event of breach of contract by the contractor, the performance security will liable to be forfeited by TIFR.

6.0 TIME AND EXTENSION FOR DELAY

6.1. If in the opinion of the Engineer-in-Charge the works is delayed by:

- a. Force majeure.
- b. Reasons of civil commotion, location combination of workers on strike or lock-out affecting any of the building trades.
- c. In consequence of the contractor for not having received in due time necessary instructions from the Engineer-in-charge for which he shall have specifically applied in writing.
- d. Reasons of Engineer-in-charge instruction

The Engineer-in-charge shall make a fair and reasonable extension of time for completion of the contract works. Then upon the happenings of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavor's to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

6.2. Request for rescheduling of date of completion and extension of time, to be eligible for consideration, shall be made by the Contractor in writing immediately after the happenings of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

6.3. In such case, the Engineer-in-charge may give a fair and reasonable extension of time and reschedule the completion date. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 1 month of the date of receipt of such a request. Non-application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by Engineer-in-charge and this shall be binding on the Contractor.

7.0 COMPENSATION FOR DELAY

7.1. Time is the essence of the contract. The time allowed for the work shall be strictly followed otherwise the Contractor shall be liable to pay compensation at the rate of 0.5 % of the ordered value of the work per week of delay or part thereof on the part of the contractor subject to a maximum of 5 % of the total ordered value. The decision of Engineer-in-charge about the delay shall be final and binding.

8.0 TECHNICAL SPECIFICATIONS AND STANDARDS

8.1. The complete work to be provided by the tenderer under this contract shall conform to the technical specifications as laid down under this tender document and the work should be carried out to the complete satisfaction of the Engineer-in-charge.

9.0 WORK OPEN TO INSPECTION

- 9.1 All work under or in course of execution or being executed in pursuance of the contract shall at all times be open to inspection and supervision by the Engineer-in-charge and his authorized subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if the same had been given to the Contractor himself.
- 9.2 All works shall be executed subject to the approval in all respect of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner these are to be commenced, and carried out from time to time.
- 9.3 The Contractor receiving the order should be ready to work after office hours, on weekends and holidays.

10 CO-ORDINATION

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the contractor. Proper co-ordination with other agencies will be contractor's responsibility. In case of any dispute the decision of TIFR shall be final & binding on the contractor.

11 CLEARANCE OF SITE

The contractor shall have to remove all waste and other unwanted material from site of work before handing over the installation to the TIFR. The work shall not be treated as complete in all respects unless these requirements are fulfilled by him. In the event of contractor failing to do so, the TIFR shall have right to get the site cleared at the cost of contractor.

12 COMPLIANCE WITH LABOUR LAWS AND OTHER LAWS

The Contractor shall abide by the Contract Labour, (Regulation and Abolition) Act 1970, and Contract Labour (Abolition and Regulation) Central rules 1971. The Contractor shall comply with the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act and other applicable regulations and other labour laws applicable to Contract Labour as mentioned below:

- 1) Industrial Disputes Act.
- 2) Industrial Establishment (Standing orders) Act.
- 3) Trade Unions Act.
- 4) The Factors Act.
- 5) Employees Provident Fund & Miscellaneous Provision Act.
- 6) Employees State Insurance Act.
- 7) Workmen's Compensation Act.
- 8) Payment of Gratuity Act.
- 9) Minimum Wages Act.
- 10) Payment of Wages Act.
- 11) Equal Remuneration Act.

Signature of Contractor

12) Payment of Bonus Act.

13) National / Weekly Holiday Act.

14) Inter-state Migrant Workmen (Regulation of Employment and of service conditions) Act.

In case, TIFR is made liable to pay any amount to any third party due to non-observance of any of the statues/law as mentioned above , the same will be adjusted from any future payment due payable to the contractor or from performance security available with TIFR.

13 **SAFETY CODE, LABOUR CAMPS SANITARY ARRANGEMENTS**

The Contractor shall follow the Safety Code and Model Rules for the Protection of health and Sanitary arrangement for Workers as prescribed by the CPWD as regard to safety code and first aid facilities. In case, the Contractor fails to make the aforesaid arrangement, the Director TIFR shall be entitled to do so at the risk, responsibility and cost of the Contractor. Determent panel and legal action shall be taken in the event of any failure on the part of the contractor to discharge the safety obligations which are laid down in the contract.

14 **PAYMENT OF WAGES BY THE CONTRACTOR**

The Contractor shall directly pay to labour employed by him and shall be solely responsible for following all Government rules and regulations applicable for employment.

15 **REMOVAL OF PERSON**

The Engineer-in-charge may require the Contractor to remove from the site of the work any person or persons in the Contractor's employment who may found to be incompetent or due to misconduct and the Contractor shall forthwith comply with such requirement / instructions.

16 **LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS**

Any Sum of money due and payable to the Contractor (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by the TIFR in respect of payment of a Sum of money arising out of or under any other contract made by the Contractor with the TIFR. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the TIFR will be kept withheld or retained as such by the TIFR or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

17 **OTHER CONDITION**

17.1 Time is essence of the contract. Only those bidders, who are confident and willing to carry out the work within the prescribed time period are requested to participate in this tender.

17.2 **Payment will be made on as per actual measurements.**

Signature of Contractor

- 17.3 **Payment term is normally within 30 days after submission of bill.**
- 17.4 The submission of tender shall be deemed to be an admission on the part of the bidder that it has fully acquainted with the contract terms and no claim other than what stated in the tender shall be paid in the event of award of Contract.
- 17.5 For elaboration of any items of the General condition of Contract, reference shall be made to CPWD manual. The Contractor shall in advance seek clarification on any elaboration.
- 17.6 The successful tenderer is responsible to provide the required manpower with qualified persons to meet the requirements of the maintenance of the installation during the guarantee period. The contractor shall provide any cleaning materials required. Tools required for the maintenance shall be arranged by the contractor (spanner set, cutting pliers, pipe wrenches etc.).
- 17.7 No subletting or subcontracting of the work will be permitted without the express consent of TIFR.
- 17.8 All dispute arising under this contract will be subject to the jurisdiction of Mumbai High Court.
- 17.9 In case this tender document does not contain a provision or terms for dealing with a situation that may arise during the execution of the works, the relevant provisions contained in the CPWD manual or any other laws/rules shall be followed in such cases and the same will be binding on the Contractor.

Store and Purchase Officer

1.0 PRICES

1.1 The tenderer shall include in his price all taxes, duties or other levies (viz., GST etc.) which are legally leviable on such works. The prices shall remain firm & fixed during the currency of work. However, in case of any statutory variation in taxes/duties after the last date of submission of Tender the same shall be adjusted. The Tenderer may therefore indicate the percentage cost of labour to be considered for the payment of adjustment of statutory variation in Taxes/Duties as mentioned above.

2.0 Procedure for submission of bills

- a. Within 30 days of successful completion of the work against any work order issued under this work, the contractor will have to submit its bill to the Engineer-in-charge for verification and payment.
- b. The quantities shall be measured as per actual utilization. The quantities mentioned in BOQ and the work order issued by TIFR are estimates. The final actual quantity at the end of contract period can be less than the indicated quantities mentioned in BOQ.
- c. If the contractor does not submit the bill within the time fixed aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare the bill. This shall be done at the cost of the contractor and the failure of the Contractor to participate and countersign the measurements shall foreclose his right to challenge them at any stage thereafter.
- d. Before making payment, deduction towards taxes, service tax etc as applicable, will be made before release of payment to the contractor.

3.0 DEVIATION / VARIATION / EXTRA ITEMS / SUBSTITUTE ITEMS AND PRICING
GENERAL

The Engineer-in-Charge shall have power to make alteration in, omissions from, additions to, or substitutions from the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

4.0 PARALLEL WORK CLAUSE

TIFR reserves right to enter into parallel work(s) simultaneously or at any time during the period of the contract with one or more tenderer(s) as may be deemed fit.

5.0 OTHER CONDITION TO BE ADHERE BY TENDERER

1. The work is to be carried out as per the specifications in the tender and relevant standards of CPWD.
2. The contractor shall clear the site after completion of work in all respect.
3. The contractor shall comply with safety codes for Fire precaution, health requirement, scaffolds &ladders etc.
4. No T & P shall be issued by TIFR.
5. All dismantled material for which credit is not being given in the tender shall be handed over to the site engineer stored at proper place.
6. Contractor shall be fully responsible for safety of his workers and incase of any accident / mishap the entire responsibility shall be on the contractor.
7. The work shall be executed without any loss / damage to the TIFR's properties.
8. The picture provided in the specification is for illustration purposes only and not to scale.

6.0 INTERPRETATION

In interpretation of specifications, the following orders shall be as followed: -

- a) Drawings
- b) Technical Specification
- c) Special Conditions of contracts
- d) General condition of contract

Matters not covered by the specification given in this contract as a whole shall be covered by relevant and latest Indian Standard codes/ C.P.W.D code. If such codes on a particular subject have not been framed, the decision of the owner/ owner's representative shall be final and binding.

7.0 TERMINATION

Being a standing offer, the work can be terminated from either side by serving one month's notice to the other party. However, all the order placed before the date of serving of such notice will be valid and binding on both the parties. Further, the orders placed under the work can also be terminated individually and the same will not lead to automatic termination of work itself unless so specified.

Termination of work order

Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy available to TIFR under the work or otherwise including right of TIFR to claim compensation for delay, TIFR may, without prejudice to his right against contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this work or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine and terminate the Contract.

Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following

shall be the basis of taking action under this clause of the contract.

- 1) Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof:
- 2) Failure to execute the works or any of them in accordance with the contract.
- 3) Disobedience of any order or instruction of the Site Engineer and /or Engineer-in-charge.
- 4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Engineer-in-charge.
- 5) Abandonment of the works or any part thereof.
- 6) If the Contractor misconduct in any manner.
- 7) Delay in execution of work, which in opinion of Engineer-in-charge shall delay the completion of work beyond the stipulated date of completion.
- 8) Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets.
- 9) Death of Contractor (if an individual)
- 10) If the Contractor of any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent to TIFR.

The decision of the Executive Director, TIFR as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling TIFR to terminate the contract has occurred shall be final and binding upon the Contractor. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

8.0 **FORCE MAJEURE**

The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not limited to acts of god, or of the public enemy, restraints of a sovereign state, floods, unusual severe weather conditions.

9.0 **ARBITRATION**

Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by mutual consultations. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Mumbai, Maharashtra.

Store and Purchase Officer

PART – E SCOPE OF WORK & TECHNICAL SPECIFICATION

Nature of work : - Supply, installation and termination of CAT6 UTP cables along with accessories and fixing of holder plate as per specification attached, at TIFR, Mumbai.

1 Scope of Work and Specifications:

a) Laying of Data/Telephone cables

- 1) Laying and termination of CAT6 UTP/ Armored CAT6/Optical Fiber Cable and Telephone cables from and to the required positions inside false ceiling through cable trays or through casing capping or PVC conduits/HDPE pipes.
- 2) All cables inside false ceilings should be laid through existing cable trays. The tray covers should be removed and re-fixed properly after laying of the cables. Proper size high quality PVC glands should be used at the cable exit points of the tray and the cable should be passed through flexible PVC conduit of good quality and proper size where ever necessary.
- 3) The cable should be passed through casing capping/PVC conduit for indoor runs other than false ceiling.
- 4) In case of Armored CAT6 or OFC cables, these can be secured by use of cable ties to proper permanent support (in case of lack of space) or where ever possible should be secured by using PVC/ Aluminium saddles of proper size.
- 5) Fixing of Casing capping should be done in a neat can clean manner. PVC rawal plugs and SS screws should be used for fixing the casing capping. At-least 3 screws have to be used to fix the casing capping.
- 6) Fixing of PVC conduit should be done in a neat can clean manner. PVC saddles of proper size should be used to fix the pipes. PVC rawal plugs and SS screws should be used for fixing the saddles. Saddles should be fixed at every half meter.

b) Making of Data/Voice Points

- 1) Back box with Single / dual module face plate and Modular IO should be fixed at designated locations. All fixing should be done using SS accessories.
- 2) Termination of CAT6 UTP/ Armored CAT6 cable on patch panel placed inside data racks and on modular IO inside back box.

c) Splicing of Optical Fiber Cores

- 1) Splicing of Optical Fiber Cores (Single Mode Fiber) on LIU and on Riser optical fiber cable cores should be done using proper splicing equipment as per standards.

d) Fixing of Data Racks

- 1) Data racks may be of varying size from 6U to 15U , can be of different makes hence the method of fixing like fixing using anchor fasteners or MS angles (will be provided by TIFR if needed) and nut bolts can change on case to case basis.

e) Other Specifications applicable to all works

- 1) All openings anywhere along the cabling path should be closed and made good enough such that cables are not exposed at any point, care should be taken to ensure water seepage into the cable pathway and rodents / pests do not enter and damage the cable.
- 2) End to end testing of the cables and terminations should be done and demonstrated to the concerned Engineer after execution of work.
- 3) Proper labeling should be done at both the ends of the terminated cable (inside rack etc.) as per requirement of our Network engineers. Proper document of the termination numbering should be submitted.
- 4) Following material will be provided by TIFR for work:
Casing Capping, PVC conduit, Flexible PVC Conduit, PVC Glands, CAT6 Cables and Accessories, OFC Cable and accessories, Telephone (voice) cables and accessories and Provision of 230V single phase supply at work place.
- 5) The Contractor will have to get the following materials / tools themselves for work:
Complete tool kit including Screwdriver set, Spanner set, Hammer, Drill machine with various size drill bits (for wood and concrete), RJ45 and RJ11 connector crimping tools, Tools for cable connection to RJ45 and RJ11 modular IO, Cable testing tools, Tapes and markers for cable labeling, measuring tape, PVC Rawal Plugs of various size and SS Screws of various size, PVC Saddles, Aluminium strips for making saddles, SS Anchor Fasteners / Nut Bolts for fixing of Racks and Ladder.
- 6) Proper care should be taken while working at indoor/outdoor areas. Damage to any equipment, structure (civil or furniture) will be the responsibility of the contractor and has to be restored to its original condition at their cost.
- 7) Wherever the cables are laid in indoor areas it should be noted that the false ceiling, shafts and other enclosed areas are constricted for space for movement and has lot of other services like AC ducts, AC water pipe lines, regular water pipe lines, Electrical cables etc. running through them.
- 8) Care should be taken so as not to step on and/or take support of any of the service lines mentioned above while moving inside the enclosed areas. Restoration of any damage caused to any such line and the false ceiling or any other cable pathway during work will be the sole responsibility of the contractor and has to be restored to its original state. The cost for such restoration should be completely borne by the contractor.
- 9) In case the contractor worker observes any prior damage to any of the service lines and/or civil structure in the work area, the same should be immediately brought to the notice of the concerned TIFR person and no further work should be done in the area till clearance for the same is obtained.

f) Other terms and conditions

- 1) The Contractor should be ready to work after office hours, on weekends and holidays, if required.
- 2) The work has to be carried out under the supervision of TIFR staff member.
- 3) The Contractor by themselves should not increase or decrease the scope of work assigned to them on request of the end user without informing and receiving approval from the concerned CCCF staff member.
- 4) During the contract period, every time on receiving a Call form TIFR for work, the Contractor should start work on site within 2 (two) working days. The time required for completion of the work should be estimated

at the start of the work depending on the nature and volume of work and it should be completed in the estimated time.

- 5) All completed works should have a warranty for works man ship for a period of 3 months from the date of completion of the work. Any damage caused due to bad works man ship in the warranty period should be repaired and completed by the vendor without charging any labour charges.
- 6) Required safety measures to protect men and property should be taken while executing the work.
- 7) It may be noted that the final decision of accepting or rejection of any /or all bid/'s will solely be with TIFR.

- 8) **The quantities mentioned in BOQ and the work order issued by TIFR are estimated quantities. The final actual quantity at the end of contract period can be less than the indicated quantities mentioned in BOQ.**

- 9) **THE RATES QUOTED WILL REMAIN VALID FOR A PERIOD OF ONE YEAR FROM START OF THE CONTRACT. THE REQUEST OF WORK EXECUTION WILL BE RAISED AS AND WHEN THE REQUIREMENTS RISES IN THE INSTITUTE.**

ANNEXURE I

APPLICATION FORM (TO BE USED FOR TECHNICAL BID)

[NOTE: On the letterhead of the applicant including full postal address, email address, telephone no. and fax no.]

Date: _____

To,
The Director,
Tata Institute of Fundamental
Research, Dr. Homi Bhabha
Road, Navy Nagar Colaba,
Mumbai – 400005.
Sirs,

1. Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby applies to be pre-qualified by yourselves as a tenderer for award of work(s) for Annual service Contract for laying of voice /data cabling and related activities at TIFR Mumbai as per specification attached.
2. Attached to this letter are copies or original documents defining:
 - (a) the applicant’s legal status
 - (b) the principal place of business
 - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)
 - (d) Annexure no. II to VIII
3. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. Your agency and its authorized representatives may contact the following persons for further information on general, personnel, technical and financial enquiries.
Contact 1 : Name, email and Phone no. Contact 2: Name, email and phone no.
5. This application is made with the full understanding that:
 - (a) Bids submitted by applicants will be subject to verification of all information submitted at the time of bidding
 - (b) Your agency reserves the right to:
 - amend the scope and value of the contract / bid under this project; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements; and
 - reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and

Signature of Contractor

- (c) Your agency shall not be liable for any such actions and shall be under no obligation to inform the applicant.
- 6. The undersigned declares that statements made and the information provided in the duly completed application are true and correct in every detail.

Signed and sealed, Name
For and on behalf of

ANNEXURE-II

GENERAL INFORMATION

1.	Name of firm
2	Head office address
3	Telephone Contact
4	Fax E-mail No.
5	Place of incorporation/ Registration Year of incorporation/ registration

Signature and seal of the Authorized Signatory
of the bidder

FINANCIAL CAPABILITIES

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2019-2020	Rs.
2020-2021	Rs.
2021-2022	Rs.

Financial Information in Rs. Equivalent	For year 2017-2018	For year 2018-2019	For year 2019-2020	For year 2020-2021	For year 2021-22
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

NOTE: The above data is to be supported by audited balance sheets

1. Attach copies of audited balance sheets duly certified by the chartered accountant for all three years. Audited Balance sheet should mention the membership number of chartered accountant issued by ICAI along with full address.

Signature and seal of the Authorized Signatory
of the bidder

Signature of Contractor

ANNEXURE –IV

EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE & COMPLEXITY

(During last five years ending last day of month previous to the one in which applications are invited)

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference may be made	Remarks

NOTE : Please attach supporting documents (completion certificates along with order copies) for the above information
Signature and seal of the Authorized Signatory of the bidder

Signature of Contractor

LITIGATION DETAILS (COURT CASES/ARBITRATION)

Year	Name of the work	Name of the Client, with Address	Title of the court Case/Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Signature and seal of Authorized Signatory of bidder

Signature of Contractor

Annexure –VI

CERTIFICATE FOR SITE INSPECTION

Certified that we.....(Name of bidder) have visited the site on dated and assessed

the nature and amount of work involved before submitting our offer. We will be able to complete the works within the stipulated time and also certified that we will be able to supply the material/executing the work as per specification to suit the site conditions.

**Signature of bidder with Seal
&Date**

Technical Manpower Detail Sheet

S.N	Name of staff	Qualification	Designation	Years of Experience/ Specialisation	Remarks
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					

Signature with Seal &Date

Signature of Contractor

ANNEXURE - VIII

Details of construction plant, machinery, equipments, accessories & infrastructure facilities possessed by the bidder

S.N.	Name of Instruments/equipments along with Make and Model number to be specified	Remarks
01		
02		
03		
04		
05		
06		
07		
08		
09		
10		
11		
12		
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Signature of Contractor

Annexure - IX

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 2023 _____ between Tata Institute Of Fundamental Research (TIFR), Mumbai for the entering into work(s) for Annual service Contract for laying of voice /data cabling and related activities at TIFR Mumbai (hereinafter called "The Employer") who enters into this Agreement of the one part and M/s (herein after called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz _____ ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Award;
 - (b) The said Bid;
 - (c) The General Conditions of Contract;
 - (d) Prequalification document
 - (e) Instructions to Tenderers and Specific Conditions of Contract;
 - (f) The Specification;
 - (g) The Drawings;
 - (h) The Price Bid
 - (i) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of this work.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written. Signed, Sealed, and Delivered by the Said

Binding Signature for and on behalf of TIFR-Mumbai

Binding Signature of Contractor _____ In the

presence of Witness (1) :

Witness (2):

ANNEXURE – X

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

1. In consideration of the TATA INSTITUTE OF FUNDAMENTAL RESEARCH (hereinafter called “The TIFR”) having agreed under the terms and conditions of Work Order No..... dated made between TIFR and M/s.....(hereinafter called “ the said Contractor{s}“) .forthe work (hereinafter called “ the said Work Order”) having agreed to production of a irrevocable bank Guarantee for Rs.....(Rupeesonly), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said Work Order, we..... (Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the TIFR an amount not exceeding Rs. . (Rsonly) on demand by the TIFR.

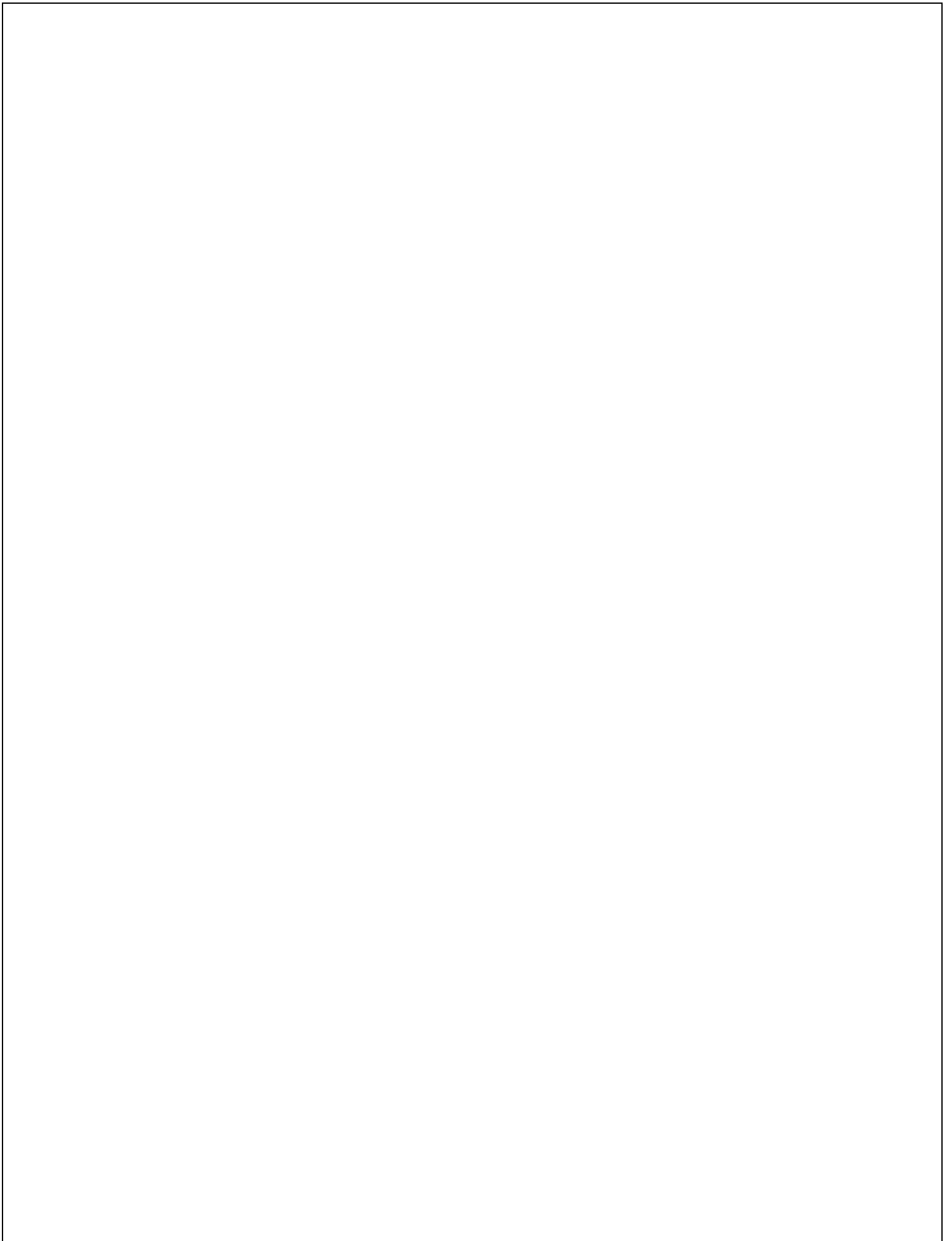
2. We.....(indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TIFR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).

3. We, the said bank, further undertake to pay to the TIFR any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. Weindicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Work Order and that it shall continue to be enforceable till all the dues of the TIFR under or by virtue of the Work order have been fully paid and its claims satisfied or discharged or Purchase Officer on behalf of the TIFR certifies that the terms and conditions of the said Work Order have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We ...(indicate the name of Bank) further agree with the TIFR that the TIFR shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Work Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TIFR against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Work Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the TIFR or any indulgence by the TIFR to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).



FINANCIAL BID PART II
Enquiry No : TIFR/PD/CF22-76/221930
BILL OF MATERIAL FOR WORKS INVOLVED IN TELEPHONE AND DATA CABLING

Sr.No	Nature of Labour Work	Quantity	Unit	Rate	Amount
	Cable Types -Telephone, Armored Cat6, Cat6 UTP, OFC				
1	Laying of Data/Telephone cables	4000	Meter		
	Refer to Point "a" of Scope of Work and Specs document				
2	Making of Data/Voice Points	100	Point		
	Refer to Point "b" of Scope of Work and Specs document				
3	Splicing of Optical fiber Cores (Single mode fiber)	12	Core		
	Refer to Point "c" of Scope of Work and Specs document				
4	Fixing of Data Racks	5	No.		
	6U/9U				
	12U/15U				
	Refer to Point "d" of Scope of Work and Specs document				
	Sub Total				
	<u>GST@18%</u>				
	GRAND TOTAL INCLUDING GST@18%				

**** PLEASE NOTE - QUANTITIES MENTIONED ABOVE ARE ESTIMATES. PAYMENT WILL BE DONE AS PER ACTUAL MEASUREMENTS
FINAL QUANTITIES OVER THE ENTIRE CONTRACT PERIOD CAN BE LESS THAN ABOVE MENTIONED QUANTITY**