

टाटा मूलभूत अनुसंधान संस्था

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

*National Centre of the Government of India for Nuclear Science and Mathematics
(/Deemed University)*

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TENDER DOCUMENT

FOR

Wave-2 wireless AP's and Accessories(As per specification attached)

at

TIFR, Colaba, Mumbai

(TENDER NO: TIFR/PD/IC18-102/PUB_2)

19th July, 2019



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TENDER NOTICE

BID DOCUMENT
[Two bid system]

19th July, 2019

On behalf of the Director, TIFR, Mumbai, INDIA, sealed bids are invited under two bid system from reputed manufacturers or their authorized agents for the supply / installation/Testing/ Integration and commissioning of the following item/work(s): -

Name & description of work	Enquiry Ref. No.	Work period	EMD (in Rs.)	Date of submission & opening of technical bid
Wave-2 wireless AP's and Accessories(As specification attached)	TIFR/PD/IC18-102/ PUB_2	6 Weeks	2,10,000/-	21.08.2019 up to 17:30 hrs. and opening on 22.08.2019 at 15:00 hrs.

Website for download of bid document : www.tifr.res.in/tender/ or <https://eprocure.gov.in>
Last date & Time for submission of bids : 21.08.2019 17.30 hours
Date/Time for opening of Technical bid : 22.08.2019 15.00 hours

Cost of tender documents 700.00 (Non-refundable) and EMD of Rs.2,10,000/- is payable by Demand Draft or Pay Order issued by scheduled bank in favour of "Registrar, TIFR" payable at Mumbai. The original DD/PO should be submitted to TIFR on or before the due date of opening of technical bids.

Note: The Bidders who had submitted EMD / TENDER FEE against the first round of this tender (i.e. Tender No. TIFR/PD/IC18-102/PUB dt. 02/04/2019) are exempted from re-submission of cost of EMD / Tender Fee against this tender. However, they will have to resubmit fresh bid against this tender.

2.0 Pre - qualification criteria

- 2.1. The tenderer must be a manufacturer or its authorized agent. Sub-authorization is not accepted.
- 2.2. The tenderer should have yearly turnover of not less than Rs. 42 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.
- 2.3. The tenderers should have successfully completed wireless installation and commissioning projects at least;

Three similar works each of value not less than Rs. 42 Lakhs
OR
Two similar works each of value not less than Rs. 63 Lakhs
OR
One similar works of value not less than Rs. 84 Lakhs

during the last 05 years (i.e. Similar work means design, supply, installation & commissioning of wireless network system in any govt. department/universities, research institution or reputed private firms in India). 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 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”.

- 2.4. The firm should have not been blacklisted, debarred, declared non performer or expelled from any work of Union Government/ State Governments/ 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.
- 2.5. No consortium will be entertained; only individual agencies will be allowed to quote.
- 2.6. Supplier should have system integration experience in network domain for five (5) years and should have a team of qualified and experienced engineers to handle the project. Details of local technical manpower should be submitted with the technical bid. Supplier should have full-fledged office and support personnel stationed in Mumbai.
- 2.7. Supplier representing the Original Equipment Manufacturer (OEM) should submit hard copy on OEM letter head certifying as under: (Annexure-VII)
 - a) Manufacturers Authorization Form (MAF) quoting the tender reference number for which authorization is provided
 - b) Confirmation of support service for the proposed products for a period of at least seven (7) years and confirming that the proposed products are not declared as end of sale / support
 - c) Confirmation from OEM to support the project and provide continued support services during project implementation and post installation in all respects in the event of unforeseen circumstances arising from OEM partner.
- 2.8 The tenderer may visit / examine the site and its surrounding to assess the accessibility and asses the scope of work before submitting their offer. No claims later on shall be entertained.

3.0 Pre-bid meeting

- 3.1. There is no Pre-Bid meeting.

4.0 Notification of amendment to tender document

- 4.1.** The technical specification requires any modification, suitable amendment to the tender document will be issued and the same will form part of the tender document. Corrigendum/amendments etc., if any, will be notified only on the TIFR web site and no separate advertisement shall be released for the same. Therefore, all the prospective bidders are advised to regularly visit the TIFR web site for any such updates.

5.0 Submission of bids

Both Technical Bid (Part A) and Financial Bid (Part B) to be submitted within the due date and time in separate envelopes and marked on top as Part A and Part B and superscribed with the Tender No., Due Date in Bold Letters, addressed to the Admn. Officer (Purchase), Tata Institute of Fundamental Research, Homi Bhabha Road, Colaba, Mumbai – 400 005. These two sealed envelopes should be further put in one Master Envelope superscribed with the Tender No., Due Date in Bold Letters and addressed to the Admn. Officer (Purchase), Tata Institute of Fundamental Research, Homi Bhabha Road, Colaba, Mumbai – 400 005.

- 5.1.** The ‘Technical bid’ should be supported by the following documents:

- a. Copy of application form along with documents relating to eligibility criterion (as per Annexure I to VII)
- b. Copy of Technical specification compliance sheet (Annexure-VIII).
- c. Copy of Complete Tender Document duly signed and stamped

- 5.2.** The ‘Financial bid’ should be submitted as per prescribed format (Part F). The cost of CMC should also be quoted along with the price bid as per the prescribed format.

- 5.3.** The sealed bid duly complete in all respect should be delivered by hand/courier at the Security Gate Officer of TIFR on or before **17.30 hrs on the due date** specified.

- 5.4.** The last date for submission of bids duly complete in all respect is **21/08/2019 up to 17.30 hrs**. The bid should be valid and open for acceptance for a period of 180 days from the date of opening the technical bid.

6.0 Opening of Technical bid

- 6.1.** Technical bid shall be opened on **22/08/2019 at 15.00 hrs** at TIFR, Mumbai.

7.0 Evaluation of Technical bid

- 7.1.** In the first stage the bid will be evaluated for compliance with the minimum pre-qualification criteria and technical specification as mentioned in the tender document. The screening will be done on the basis of documentary evidence submitted by the tenderer along with his technical bid. If required, clarifications may be obtained by the committee to enable proper evaluation of the bids. Also, site visit can be done by the committee to assess the quality of workmanship at the clients site.

7.2. The decision of evaluation committee as regards to the evaluation of bids will be final and no correspondence will be entertained in this regard.

8.0 Opening of Financial bid

8.1. The Financial Bid of firms whose bids are found to be technically qualifying will be opened at a date and time to be decided by the competent authority and will be communicated to the concerned parties.

9.0 Evaluation of financial bid and award of work.

10.0 The cost of CMC will be taken in to account while identifying the L1 bidder.

11.0 The work will be awarded to the tenderer whose bid has been determined to be eligible and to be substantially responsive to the tender documents and who has offered the lowest evaluated bid.

Note: Corrigendum/amendments etc., if any, will be notified only on the TIFR web site and no separate advertisement will be made for the same. All prospective bidders are therefore advised to regularly visit the TIFR web site (i.e. www.tifr.res.in/tenders or www.eprocure.gov.in/cppp) for any future information or update.

Store and Purchase Officer

Signature of tenderer with Seal & Date

PART – B

(INSTRUCTIONS TO BIDDERS)

INSTRUCTIONS TO BIDDERS

- 1.0 The bidder should visit the site with prior appointment and carry out necessary inspection and test/measurement as are necessary. All costs associated with such site visit and in preparation and submission of the Bid will have to be bear by the bidder. TIFR will in no case be responsible for such costs, regardless of the conduct or outcome of the bidding process.
- 2.0 TIFR reserves its rights to amend any of the terms and conditions of this tender document. Such amendment shall be published on TIFR and CPPP website only and will not be published in newspapers. The bidders are advised to regularly visit the website for any such update.
- 3.0 The complete bid shall 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.
- 4.0 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.
- 5.0 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.
- 6.0 The bidder shall base his solution on the basis of continuous availability of spares for at least 7 years from the date of acceptance of installation.
- 7.0 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 requested information. For all other cases, the bidder shall design a form to hold the required information.
- 8.0 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 tender document. 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 too. Incomplete tenders are liable to be rejected.
- 9.0 Successful bidder shall perform all the obligations specified in accordance with the terms and conditions laid down in the RFP. All details provided by the bidder should be specific to the requirements specified in the tender document. 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.
- 10.0 The bidder should sign and stamp each page of the tender documents.
- 11.0 The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is however, advised not to furnish superfluous information. No information shall be entertained after submission of tender documents unless it is called for by the TIFR.
- 12.0 Any information furnished by the bidder found to be incorrect either immediately or at a later date,

would render him liable to be debarred from tendering/taking up of work in TIFR.

13.0 Any variation in the terms and conditions of the general/special conditions for payment, tender fees, security deposit, etc is not acceptable to TIFR and such tenders will be rejected straight away.

14.0 Acceptance of tender shall rest with the TIFR which shall not be bound to accept the lowest tender and reserves to itself the right to reject any or all tenders received without assigning any reasons therefore.

Store and Purchase Officer

Signature of tenderer with Seal & Date

PART – C

(GENERAL CONDITIONS OF CONTRACT)

GENERAL CONDITIONS OF CONTRACT

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. 105.00 Lacs |
| B) | Bid Security (Earnest Money Deposit) | : Rs. 2,10,000/- |
| C) | Performance Security | : 5% of the total value of work order. |

4.0 **The Bids received without payment of tender cost or 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 5% 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 signing/execution of a work agreement. The performance security should remain valid for a minimum period of 60 months plus three months claim period from the date of execution of work agreement. (Refer Annexure 'IX')
- 5.2. The performance security will be released on expiry of the warranty period of work (60 Months) subject to satisfactory fulfillment of its obligations by the contractor under the work.
- 5.3. 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.
- 5.4. In the event of breach of contract by the contractor, the performance security will liable to be forfeited by TIFR.

6.0 DRAWINGS

- 6.1. On the award of any work order under this work, the contractor shall immediately proceed with the preparation of drawing according to the work order to be carried out. Two sets of such working drawing including make of all items shall be submitted to TIFR for its approval to ensure that work will carried out in accordance with specification and proposed drawing including such changes as may have been mutually agreed upon. All the drawing shall be received by the Engineer –in-Charge for his approval within 07 days of award of work. Also, the contractor must furnish detail bar chart showing the various activity w.r.t. time and he must organize co-ordination meeting at the site to review the progress of work.

7.0 TIME FOR COMPLETION OF WORKS

- 7.1. The duration for completion of the entire work including supply, installation, testing, commissioning, integration and training with the existing LAN system is 120 days from the date of release of the work order. The work should be completed as per the instruction of the Site Engineer.

8.0 TIME AND EXTENSION FOR DELAY

- 8.1. 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.

8.2. 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.

8.3. 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.

9.0 COMPENSATION FOR DELAY

9.1. 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.

10.0 TECHNICAL SPECIFICATIONS AND STANDARDS

10.1. The Wireless solution 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.

11.0 WORK OPEN TO INSPECTION

11.1. 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.

11.2. 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.

12.0 INSPECTION, TESTING AND QUALITY CONTROL

- 12.1.** TIFR and/or its nominated representative(s) will, inspect and/or test the ordered items to confirm their conformity to the tender specification at no extra cost to the TIFR. All work shall be tested as stipulated in the latest govt. /institutes specification.
- 12.2.** The inspections and tests may be conducted on the premises of the Tenderer or its subcontractor(s) or at the point of delivery. If conducted on the premises of the Tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the Inspectors at no charge to the TIFR.
- 12.3.** If the inspected or tested items, fail to conform to the tender specifications, the TIFR may reject that item and the Tenderer shall either replace the rejected items or make all alternations necessary to meet specification requirement free of cost to the TIFR, within a stipulated time period.
- 12.4.** Nothing shall in any way release the tenderer from Guaranty or other obligations under the contract.
- 12.5.** The TIFR shall be the final authority to reject full or any part of the supply which is not confirming to the specifications and other terms & conditions.
- 12.6.** No payment shall be made for rejected items. Rejected items must be removed by the contractor within one weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the contractor without any further notice.

13.0 PACKING AND MARKING

- 13.1.** The packing for the items to be supplied directly at site should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the Items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 13.2.** The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as per site condition. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the tenderer accordingly.

14.0 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.

15.0 CLEARANCE OF SITE

The contractor shall have to remove all waste (Melba) 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.

16.0 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.
- 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.

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 OTHER CONDITION

21.1. 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.

21.2. Delivery may be done by the contractors directly or through their authorized dealers whose name and address should be indicated in the proposal.

21.3. No part payment will be made. Payment will be made on completion of the work as per orders issued.

21.4. Payment term is normally within 30 days. However, all efforts will be made to effect the payment within 15 days after the supply is completed and accepted by TIFR.

21.5. 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.

21.6. 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.

- 21.7.** 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.).
- 21.8.** The staff to be engaged on this work shall have full knowledge and experience of the work in which they are engaged. The carpenter/ electrician/foreman shall have valid licenses for corresponding trades.
- 21.9.** No subletting or subcontracting of the work will be permitted without the express consent of TIFR.
- 21.10.** All dispute arising under this contract will be subject to the jurisdiction of Mumbai High Court.
- 21.11.** 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

PART – D

(SPECIAL CONDITIONS OF CONTRACT)

SPECIAL CONDITIONS OF CONTRACT

1.0 PRICES

- 1.1 Tenderers price shall be deemed to include cost of all materials, tools and tackles, taxes, delivery charges etc. whether specifically mentioned or not. The tenderer shall also include in his price all taxes, duties or other levies (viz., Custom duty & 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 material and labor to be considered for the payment of adjustment of statutory variation in Taxes/Duties as mentioned above. The prices should be quoted on F.O.R destination basis. (i.e TIFR, Mumbai).

2.0 TAXES, DUTIES AND OTHER CHARGES :

- a. Customs Duty: TIFR is exclusively for Research Purpose only and TIFR being a Deemed University and an Autonomous Institution under Department of Atomic Energy is exempted from payment of Custom duty. We are hence availing exemption for customs duty vide Notification No: 51/96 – Custom dated 23.07.1996. Further concessional rate of GST in term of govt. notification no. 45/2017 - Central tax (Rate) and No. 47/2017 – Integrated Tax (Rate) dt. 14.11.2017 as amended from time to time. Necessary customs duty exemption certificate will be provided by TIFR for availing CD Exemption.

Note : Since TIFR is entitled to concession on payment of custom duty as per above stated notification, the bidders should keep this point in mind while submitting their bids. The responsibility to claim concession on payment of custom duty on items to be used for the works shall be that of the bidder. TIFR will only issue concessional custom duty form as and when requested by the bidder.

3.0 DEVIATION

The deviation in quantities shall be allowed to the extent of $\pm 10\%$ on the awarded rates.

4.0 PAYMENT AND DEDUCTIONS

The payment will be made to the contractor within 30 days of successful and satisfactory completion of work(s) as per the scope of work mentioned in the tender and the work order.

5.0 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 the quantity mentioned in BOQ and the work order issued by TIFR.
- 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.

6.0 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.

EXTRA ITEMS / PRICING

In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

SUBSTITUTE ITEMS/PRICING

- a. In case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid Para.
- b. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

- c. If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- d. In the case of contract items, substituted items, contract cum substituted items, the limit of increase shall be 10% of the stipulated quantities of the contract. If these quantities exceed the limits of 10% of the stipulated quantities in the contract, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
- e. The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid in above para, and the Engineer-in-charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration and reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

7.0 **Warranty CLAUSE**

7.1 The proposed solution, hardware and software, shall have on-site comprehensive warranty of five years (5) from the date of final sign-off by TIFR. Release of new version of operating system, application, firmware, bug fix patches etc. for the supplied equipment should be patched / upgraded for stability and security of the system by the supplier / OEM team. The supplier / OEM support team should advise and support this activity during the warranty period. Letter /e-mail confirmation by OEM on last date of warranty for the supplied equipment should be submitted for release of balance payment. The ordered application software / equipment / device shall be upgraded to new versions and new releases during the warranty period.

The defects and any shortcomings found in the materials as specified shall be removed at no extra cost. The contractor shall provide the necessary personnel and tools for fulfilling the above warranty. The period of the warranty shall be 60 (sixty) months from the date of handing over the complete project/installations to TIFR. During this period any or all components found to be defective shall be replaced or repaired free of cost.

If the defects are not removed within a reasonable time the TIFR may arrange to do at the contractor's risk and cost, without prejudice to any other rights.

7.2 All supplies, hardware and software, shall have five years on-site support with OEM service window 8x5 (hrs x days), with NBD spare parts delivery. The supplier's technical team on 8x6 should register the service call and take immediate action. If need arises they should visit the site to resolve the problem. Problem diagnosis and spare parts ordering / initiate shipping from the supplier stock /

OEM stock should be completed within 4 hrs of raising the service ticket. TIFR should have privilege to open service ticket directly on OEM support portal. Any configuration changes or enabling of built-in feature on the devices should be serviced by supplier's team / OEM during warranty period.

8.0 **PRICE FALL CLAUSE**

If at any time during the validity of the work the tenderer supplies such equipment's/stores as are under this tender enquiry, to any other organization at a price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment's/ stores being supplied from the date of coming into force of such reduction, the price of equipment's/ stores shall stand correspondingly reduced

9.0 **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.

10.0 **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 material should be got approved before start of work.
3. The contractor shall clear the site after completion of work in all respect.
4. All the material used shall be one of the stipulated makes as per approved list of material.
5. The contractor shall comply with safety codes for Fire precaution, health requirement, scaffolds &ladders etc.
6. No T & P shall be issued by TIFR.
7. 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.
8. Contractor shall be fully responsible for safety of his workers and incase of any accident / mishap the entire responsibility shall be on the contractor.
9. The work shall be executed without any loss / damage to the TIFR's properties.
10. The picture provided in the specification is for illustration purposes only and not to scale.

11.0 **INTERPRETATION**

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

- Drawings
- Technical Specification
- Special Conditions of contracts
- 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.

12.0 **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.

13.0 **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.

14.0 **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.

15.0 The commercial evaluation will be based on complete solution offered by bidder for the given requirement .

Store and Purchase Officer

PART – E

(SCOPE OF WORK, BOQ & TECHNICAL SPECIFICATION)

SCOPE OF WORK

The wireless network in TIFR, limited to certain pockets, is being expanded to cover complete institute with seamless roaming and other features of modern wireless services. The scope of work included proposing a solution meeting technical requirement and supply, installation, testing, commissioning, training and integration of Wave-2 wireless access points and licenses conforming to standards 802.11 a/b/g/n/ac.

1. Scope of Supply

- Supply of all components as per BOQ at TIFR, Mumbai.

2. Scope of Installation, Configuration and Integration

The successful bidder have to complete the installation, configuration and integration in all respects and conduct trial runs to show us the performance of the wireless network. Seamless integration of the proposed solution should be possible with other OEM products / equipment (Routers, network switches, servers etc) and it is the responsibility of the successful bidder.

3. Scope of Acceptance Testing and Commissioning

The successful bidder has to demonstrate seamless roaming and other wireless features after commissioning of the complete system.

4. Scope of Documentation

The successful bidder has to submit configuration details with details of firmware and operating system versions. The successful bidder should submit as-built installation documents, drawings / schematics of the complete system giving all details before handing over the system to TIFR.

5. Scope of Training

Half a day training session in the premises should be conducted on specific topics by a certified trainer.

Store and Purchase Officer

BILL OF QUANTITY(BOQ)

S. No.	Item	UOM	Qty
1	<p>a) Wave-2 AP's should be of dual radio by design and work concurrently at 2.4-GHz and 5-GHz and have 3x3 MU-MIMO with three spatial streams.</p> <p>b) AP's should provide minimum aggregate of +18 dBm radio/chain with 2x2 transmit power for 2.4GHz and +18 dBm radio/chain with 3x3 transmit power for 5GHz.</p> <p>c) AP's should support 16 or more BSSID's per radio.</p>	Nos	100
2	<p>Outdoor AP</p> <p>a) Wave-2 AP's should be of dual radio by design and work concurrently at 2.4-GHz and 5-GHz with 2x2 MU-MIMO spatial streams.</p> <p>b) AP's should provide minimum aggregate of +18 dBm radio/chain with 2x2 transmit power for 2.4GHz and +22 dBm radio/chain with 2x2 transmit power for 5GHz.</p> <p>c) Consider 27 nos. outdoor pole / wall mounting kit and 8 nos. wall or ceiling mount kit.</p> <p>d) AP's should support 16 or more BSSID's per radio</p>	Nos	35
3	<p>a) Wave-2 AP's should be of dual radio by design and work concurrently at 2.4-GHz and 5-GHz and have 2x2 MU-MIMO with two spatial streams.</p> <p>b) AP's should provide minimum aggregate of +18 dBm radio/chain with 2x2 transmit power for 2.4GHz and +18 dBm radio/chain with 2x2 transmit power for 5GHz.</p> <p>c) AP's should support 16 or more BSSID's per radio.</p>	Nos	75
4	<p>Hospitality AP's</p> <p>a) Wave-2 AP's should be of dual radio by design and work concurrently at 2.4-GHz and 5-GHz and have 2x2 MU-MIMO with two spatial streams.</p> <p>b) AP's should provide minimum aggregate of +18 dBm radio/chain with 2x2 transmit power for 2.4GHz and +18 dBm radio/chain with 2x2 transmit power for 5GHz.</p>	Nos	05
5	Access Point Licenses	Nos	215
6	Policy Enforcement Firewall	Nos	215
	Labour charges for installation, testing and commissioning of the complete project	Lumsum	
	Total Cost for TIFR,Mumbai		

TECHNICAL SPECIFICATIONS

General technical specification for the overall project:

- a. Obsolete or near end of sale products will not be accepted.
- a. Technical and price bid should have OEM part number for each proposed item.
- b. Equipment like wireless controller should be compatible for standard 19" IT rack installation. Necessary mounting brackets, railings, power chord etc. should be part of the proposal.
- c. The proposed hardware and software should be fully compliant to dual stack, IPv4 and IPv6, functioning from day one.
- d. The production (in-use) wireless system should be migrated and integrated to compatible wireless system with additional AP's and licenses as specified in technical specifications. The proposed system should be hardware based and redundant in all respects. Controllers should be sized to handle 512 AP's individually and cater to seamless roaming requirements of the institute. The complete wireless setup after integration should be manageable from controller interface. Currently the system in production is in redundant mode with dual controllers, each controller having 2 x10/100/1000 Mbps copper ports and 4x10/100/1000 Mbps fiber SFP's loaded, dual power supply, 112 AP's (indoor and outdoor), 113 AP licenses and 113 Policy Enforcement Firewall (PEF) licenses. The above mentioned wireless equipment in use is of Alcatel Lucent make and access points are of Wave-1 type.
- e. All active equipment / component proposed should be of enterprise / carrier class only. TIFR will have full right not to accept items which are not of enterprise class during evaluation and / or after supply.
- f. The commercial evaluation will be based on complete solution offered by bidders.
- g. The successful bidder should submit as-built installation documents, drawings / schematics of the complete system giving all details before handing over the system to TIFR.
- h. Seamless integration of the proposed solution should be possible with other OEM products (Network switches, routers, servers etc.) and it is the responsibility of the successful bidder.
- i. All clarifications are to be sought officially over e-mail / letter addressed to purchase officer. Verbal clarifications / approvals will not be considered.
- j. The proposed solution, hardware and software, shall have on-site comprehensive warranty of five years (5) from the date of final sign-off by TIFR. Release of new version of operating system, application, firmware, bug fix patches etc. for the supplied equipment should be patched / upgraded for stability and security of the system by the supplier / OEM team. The supplier / OEM support team should advise and support this activity during the warranty period. The ordered application software / equipment / device shall be upgraded to new versions and new releases during the warranty period.
- k. All supplies, hardware and software, shall have five years on-site support with OEM service window 8x5 (hrs x days), with NBD spare parts delivery. The supplier's technical team on 8x6 should register the service call and take immediate action. If need arises they should visit the site to resolve the problem. Problem diagnosis and spare parts ordering / initiate shipping from the supplier stock / OEM stock should be completed within 4 hrs of raising the service ticket. TIFR should be given credentials to open service ticket directly on OEM support portal. Any configuration changes or enabling of built-in feature on the devices should be serviced by supplier's team / OEM during warranty period.
- l. The proposed solution should be compatible for all types of user wireless devices operating on any of the wireless standard.

- m. After integration of proposed system and the existing system, the complete system should work seamlessly with the latest version of the operating system available for the controller. The successful bidder has to configure all services and applications and demonstrate the working of the same before final sign off.
- n. The successful bidder has to demonstrate seamless roaming working after commissioning of the system for various applications and services.
- o. Successful OEM / bidder should do a survey before AP installation and advise the purchaser on orientation / location / mounting of AP's to get best signal coverage. Signal distribution for each AP (heat map) should be provided on the floor plan. Soft copy of the floor plan will be provided by TIFR.
- p. The configured wireless system will be put to security audit before acceptance by TIFR. Successful bidder has to comply for the audit observations before final sign off.
- q. TIFR shall have full privilege to upgrade to any version of the supported operating system on any stream with no commercial impact to meet its operational requirements.
- r. It is successful bidder's responsibility to maintain the complete integrated system, hardware and software, new and existing system, with back-to-back support from OEM.

(For quantity please refer Bill Of Quantities (BOQ))

1.1 The following specification applies to all Access Points (APs) of type Wave-2 mentioned below:

- AP's conform to wireless standards 802.11a/b/g/n/ac and should be fully compliant to IPv6 and should work seamlessly in dual stack mode (IPv4 and IPv6) from day one.
- AP's should have omni directional integrated antennas.
- The AP's should be proposed with mounting kit compatible for ceiling, wall, pole mounting with required accessories as applicable. AP's with projecting / protruding physical external antennas will not be accepted.
- AP's should have at least one 10/100/1000 BASE-T Ethernet (RJ-45) port with PoE enabled
- AP's should be Wi-Fi Alliance certified for 802.11a/b/g/n/ac
- AP's should support Authentication via 802.1X, local authentication database and RADIUS.
- The AP's should be compatible for the proposed controller and work on PoE conforming to 802.3af/at standard.
- The AP's should support 256 client devices for each radio
- The AP's should have transmit beam forming feature to improve reliability and range

1.2 Wave-2 AP's Qty: 100 nos

- Wave-2 AP's should be of dual radio by design and work concurrently at 2.4-GHz and 5-GHz and have 3x3 MU-MIMO with three spatial streams.
- AP's should provide minimum aggregate of +18 dBm radio/chain with 2x2 transmit power for 2.4GHz and +18 dBm radio/chain with 3x3 transmit power for 5GHz.
- AP's should support 16 or more BSSID's per radio.

1.3 Outdoor AP

Qty: 35 nos.

- Wave-2 AP's should be of dual radio by design and work concurrently at 2.4-GHz and 5-GHz with 2x2 MU-MIMO spatial streams
- AP's should provide minimum aggregate of +18 dBm radio/chain with 2x2 transmit power for 2.4GHz and +22 dBm radio/chain with 2x2 transmit power for 5GHz
- Consider 27 nos. outdoor pole / wall mounting kit and 8 nos. wall or ceiling mount kit

- AP's should support 16 or more BSSID's per radio.

1.4 Wave-2 AP's:

Qty: 75 nos.

- Wave-2AP's should be of dual radio by design and work concurrently at 2.4-GHz and 5-GHz and have 2x2 MU-MIMO with two spatial streams.
- AP's should provide minimum aggregate of +18 dBm radio/chain with 2x2 transmit power for 2.4GHz and +18 dBm radio/chain with 2x2 transmit power for 5GHz.

1.5 Hospitality AP's:

Qty: 5 Nos.

- Wave-2 AP's should be of dual radio by design and work concurrently at 2.4-GHz and 5-GHz and have 2x2 MU-MIMO with two spatial streams.
- AP's should provide minimum aggregate of +18 dBm radio/chain with 2x2 transmit power for 2.4GHz and +18 dBm radio/chain with 2x2 transmit power for 5GHz.

1.6 Access Point Licenses:

Qty: 215 Nos.

- AP license should auto transfer from active to redundant controller during fail over.
- AP license count to match new AP's and the existing AP's
- AP license should be part of the controller and integrated with the operating system.

1.7 Policy Enforcement Firewall:

Qty: 215 Nos.

- PEF should provide basic functions of firewall and auto transfer from active to redundant controller during fail over.
- PEF should be part of the controller and integrated with the operating system.
- PEF license's should equal to number of new AP 's and the existing AP's

PART – F
(Price Bid Format)

Price bid Format

Name of work: - Wave-2 wireless AP's and Accessories as per attached specification, at TIFR, Mumbai.

Price Schedule 'A'

Sl.No	Part Nos.	Description	Unit	QUANTITY(Approx)	RATE	AMOUNT
Active Components						
1		Wave-2 AP's as per sl. no. 1.2 of the specification.	Nos.	100		
2		Wave-2 out-door access points as per sl. no. 1.3 of the specification	Nos.	35		
3		Wave-2 AP's as per sl. no. 1.4 of the specification	Nos.	75		
4		Hospitality AP's as per sl. no. 1.5 of the specification	Nos.	05		
5		Access Point Licenses as per sl. no. 1.6 of the specification	Nos.	215		
6		Policy Enforcement Firewall as per sl. no. 1.7 of the specification	Nos.	215		
SUB TOTAL						
FOR FOREIGN SUPPLY (Option 'A')						
6		Freight , Transit Insurance and other charges	Lump	1		
		Custom duty (as applicable)		1		
		Custom clearance and other misc. charges	Lump	1		
DDP TIFR, Mumbai Price (PART – A)						
FOR LOCAL SUPPLY (Option 'B')						
7		GST	Lump	1		
		Freight and other misc. charges	Lump	1		
FOR TIFR, Mumbai Price (PART – A)						
Note : The bidders are requested to submit this part of the commercial bid either in foreign currency or Indian currency. In case of quotations submitted in foreign currency kindly fill the relevant columns of "Option A" and in case of quotation submitted in Indian currency kindly fill the relevant columns of "Option B".						
8		Labour charges for installation, testing and commissioning of the complete project	Lump	1		
Total cost FOR TIFR, Mumbai						L1 price

Stores and Purchase Officer

Important Notes:

- a. The price should be quoted on F.O.R destination basis (i.e FOR TIFR, Mumbai)
- b. The bidder should strictly quote only for the approved brands as mentioned in the BOQ.
- c. The make and model number of each line item should be clearly mentioned.
- d. The order will be awarded to bidder quoting the lowest L1 price and whose bid is found to be technically qualified and responsive to the tender conditions.

Price Schedule 'B'

PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3			4
Item Sl. No.	Brief Description of the Works	Comprehensive Maintenance Contract Cost year wise* (After completion warranty of 03 Years)			Total CMC cost for 03 Years
01	“Wave-2 wireless AP’s and Accessories as per attached specification, at TIFR, Mumbai	1 st Year	2 nd Year	3 rd Year	

Note: -

1. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/ operational manual and labour, after satisfactory completion of warranty period may be quoted for next 03 years on yearly basis for complete work.
2. The cost of CMC may be quoted along with taxes applicable on the date of tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
3. The cost of CMC will be taken in to account while identifying the L1 bidder.
4. The uptime warranty will be 98%.
5. The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

PART – G

(Annexures)

APPLICATION FORM

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

Date: _____

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

Sirs,

1. Being duly authorised 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 Supply, Installation, Testing, Integration and Commissioning of wireless solution for Guest House and Hostel Block as per specification attached at TIFR, Mumbai.
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
 - (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

ANNEXURE - III

FINANCIAL CAPABILITIES

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2015-2016	Rs.
2016-2017	Rs.
2017-2018	Rs.

Financial Information in Rs. Equivalent	For year 2013-14	For year 2014-15	For year 2015-16	For year 2016-17	For year 2017-18
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

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

ANNEXURE - V

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

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

Annexure –VII

AUTHORIZATION LETTER (on OEM letter head)

1. Letter of authorization from the OEMs quoting the tender reference number for which authorization is provided and certifying that the bidder is representing them, and that the bidder's commitment shall be met in Toto by them.
2. Also, we confirm to provide support service for the proposed products for a period of at least seven (7) years and confirming that the proposed products are not declared as end of sale / support
3. Further we confirm to support the project and provide continued support services during project implementation and post installation in all respects in the event of unforeseen circumstances arising from your partner.

Signature of OEM with Seal &Date

ANNEXURE - VIII

Technical Specification Compliance Sheet

S.N.	Technical Specification along with Make and Model number to be specified	Compliance/Non-compliance (Yes/ No)	Cross Reference no.	Remarks
01				
02				
03				
04				
05				
06				
07				
08				
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16				
17				
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26				
27				
28				
29				

Note : The bidders should strictly filled this sheet along with the cross reference no. of the technical literature as attached with the technical bid. In case the compliance sheet is not filled properly or the cross reference number is not mentioned, the bid is liable to be rejected straightaway.

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 2015 _____ between Tata Institute Of Fundamental Research (TIFR), Mumbai for the entering into work(s) for supply, installation, testing, Integration and commissioning of wireless solution for Guest House and Hostel Block (hereinafter called "The Employer") who enters into this Agreement of the one part and M/s..... (here inafter 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 Priced 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) :

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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}") .for the work (hereinafter called " the said Work Order") having agreed to production of a irrevocable bank Guarantee for Rs. (Rupees only), 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. . (Rs.....only) 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. *We..... (indicate 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).

7. We,(indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the TIFR in writing.

8. This guarantee shall be valid up to, unless extended on demand by TIFR. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the day of for(indicate the name of Bank)

* * *