



NATIONAL INNOVATION FOUNDATION - INDIA
(Autonomous Body of Department of Science & Technology, Govt. of India)

TENDER DOCUMENT

FOR

**OPTICAL FIBRE CABLE LAYING AND EXECUTION OF
INTERNAL & EXTERNAL NETWORKING**

Cost of the Tender Rs. 500/-

Estimated Value of Tender
Rs. 5,00,000/-

| | |
|--------------------------------|---------------------------|
| Date of Tender Issue | : 12/08/2017 at 13:00 hrs |
| Last date of Tender submission | : 28/08/2017 at 11:59 hrs |
| Opening of Technical Bids | : 28/08/2017 at 12:00 hrs |

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1. NOTICE INVITING TENDER FOR OPTICAL FIBRE CABLE LAYING AND EXECUTION OF INTERNAL AND EXTERNAL NETWORKING

NIF-India invites sealed tenders in Two-Bids (Technical & Financial) for Optical Fibre cable laying and execution of internal and external networking. Interested parties may download the tender document from www.nif.org.in/www.eprocure.gov.in. The complete tender should reach National Innovation Foundation-India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650 latest by 12:00 hrs on 28/08/2017.

Tender no: NIF/2017/ADM/007

2. IMPORTANT DATES AND INFORMATION

| SR. No. | FAQ | Answer |
|---------|---|--|
| 1 | Cost of Tender Document | Rs. 500/- |
| 2 | EMD | Rs. 10,000 (2% of tender value), Demand Draft should be submitted in favor of National Innovation Foundation - India |
| 3 | Performance Security Deposit | Rs. 25,000 (5% of tender value) by Demand Draft should be submitted in favor of National Innovation Foundation - India. (<u>Applicable for successful bidder only</u>) |
| 4 | Address and place of Submission of Tender | National Innovation Foundation-India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650 |
| 5 | Tender Document Delivery Mode | Through Speed Post / Registered Post/ Courier or by hand |
| 6 | Venue of opening tender | National Innovation Foundation-India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650 |
| 7 | Management/Implementation Period | Within 21 days of Issuance of work order |

3. GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF TENDER

For the purposes of this Tender Document, the National Innovation Foundation – India, Grambharti Amrapur, Gandhinagar – Mahudi Road, Gandhinagar – 382650 shall be referred to as ‘NIF’ and the intending, participating and successful bidders to this Tender Document shall be referred to as ‘**BIDDER/CONTRACTOR**’

The tender document may also be downloaded from our web site www.nif.org.in/www.eprocure.gov.in. The Bidder who had downloaded the tender document should submit separate DD for the application fee of Rs.500/- along with the tender document; else tender document for the bid will not be accepted.

(A) INSTRUCTIONS

- (1) The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- (2) The bids shall be filled in by the Bidder clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of NIF to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- (3) The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids. The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfil his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

- (4) The Bidders are required to fill in complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non - responsive.
- (5) The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications during the pre-bid meeting. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.
- (6) The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- (7) The tender documents shall not be transferable.
- (8) Conditional offers shall be rejected at the outset.
- (9) A particular Bidder shall be allowed to make and submit only one bid document. A Bidder shall not submit more than one bid, either in the same name or entity or through any partnership, LLP, joint venture or the like.
- (10) NIF reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, updates will be made only on NIF website (www.nif.org.in/tenders), NIF may use in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.

- (11) The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and NIF shall not be liable in any manner for the same.
- (12) In the event that the successful Bidder is a joint venture formed of two or more companies, then each such company or entity shall be jointly and severally liable for all the obligations envisaged under the tender documents and this shall be primary condition of such joint venture arrangements.
- (13) The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.
- (14) NIF reserves the right to qualify/disqualify any applicant without assigning any reason.

(B) EARNEST MONEY & TENDER FEE

- (1) The Bidder shall deposit a tender fee of Rs. 500 (Rupees Five Hundred only) which amount shall be non-refundable and amount as earnest money deposit ('EMD') at the rate of 2% (Rs. 10,000) of tender value along with the bid. The EMD and tender fee shall be in the form of a crossed bank Demand Draft in favour of National Innovation Foundation-India payable at Ahmedabad.
- (2) The earnest money deposited along with the bid documents for the present tender shall be in respect of the present tender document only and the contract to be hereby awarded only. No Bidder shall be entitled to request or claim for transferring and appropriating any previously deposited amount or performance security amount or for adjusting any outstanding bill amount with the earnest money payable with the bid documents.
- (3) The EMD of the successful Bidder will be returned after the Bidder provides a Security Deposit as required.

- (4) The EMD paid in the form of demand draft will be refunded by means of account payee cheque or return of the same DD to the unsuccessful Bidder within a month's time of the allocation of tender and after acceptance by the prospective bidder.
- (5) Any bid not accompanied with EMD and Tender fee or if the same are found to fall short, the bid will be rejected. Tender fees and EMD should be submitted in physical form directly to NIF.
- (6) No interest shall be payable on EMD.
- (7) The EMD will be forfeited if the BIDDER (i) withdraws his bid for tender after acceptance or (ii) withdraws his bid for tender before the validity date of the tender (iii) if any malpractice is found during opening of the tender or in the process.

(C) MODE OF SUBMISSION OF BID

- (1) The sealed bidding documents should be delivered in the Administration Section of NIF on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super-scribing "**Technical Bid**" and "**Financial Bid**" and both these two envelopes must be placed in a third envelope super-scribing "Tender for Optical Fibre Cable Laying and Execution of Internal and External Networking". This third envelope should be **sealed (glued and properly tapped)**. Stapled or open envelope or partly open envelope tender will be forfeited. The envelope has to be delivered to: "The Director / Chief Innovation Officer, National Innovation Foundation - India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650."
- (2) The rates and amounts offered by the Bidder shall be quoted clearly written in figures and in words in Indian Currency (INR) only. The words shall be written clearly in English and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by Bidder the interpretation by NIF shall be final and binding on the Bidder. If any ambiguities are observed in the rates and amount given in words and figures then the rate quoted in words shall be taken as correct.

- (3) Bidders sending their bids through courier/ by Speed post/by Person should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/Speed Post/by Person shall be granted.

(D)METHOD OF TENDERING SIGNATURE

- (1) The Bidder shall ensure that the bid document submitted by it shall contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature and seal. The name of all persons signing should also be typed or printed below the signature on each page.
- (2) Each page of the Tender documents must be stamped and signed by the person or authorised persons of the Bidder entity who are submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of NIF. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- (3) A copy of the authorization letter/power of attorney/board resolution for the purposes of signing and submitting the present tender documents shall be attached with the tender documents.
- (4) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (5) Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid.
- (6) Bids not conforming to the above requirements of signing may be disqualified.

(E) MODIFICATIONS & WITHDRAWAL OF BID

- (1) The Bidder shall not be entitled to withdraw or modify the offer and rates quoted by him/it once the same have been duly submitted.

- (2) The above shall however not affect any modifications or withdrawals made by the Bidder in pursuance of any clarification issued by NIF or any modification or amendment made by NIF in respect of the tender documents and the contract terms and obligations to be performed. In such event, the Bidder shall ensure that the revised bid be submitted within the prescribed deadlines or any permitted extensions thereof. Any bid not submitted within such time frames shall be rejected.
- (3) In the event any Bidder withdraws his bid during the validity period of the bid or fails to comply with the aforementioned conditions, then the EMD paid by such Bidder shall be forfeited.

(F) EFFECT & VALIDITY OF BID

- (1) The Bid offer shall be kept valid and shall have the validity period of ninety days from the date of opening of the tenders for acceptance thereof by NIF.
- (2) In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
- (3) The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company or NIF for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

(G) OPENING OF BID

- (1) NIF shall open the bids Technical and Financial bids on the scheduled dates of which the Bidder shall take note and the Bidder, either himself or through an authorized representative shall remain present at such opening. In the event any authorised representative of a Bidder is sent to such opening then such person shall be required to carry an authorization letter for the same.

- (2) It is hereby clarified that the absence of any Bidder or his authorized representative at such opening shall not affect the legality of such opening and NIF shall be entitled to continue with such opening of bids even in the absence of the Bidders or any of them, and no claim or objection on this ground shall be entertained.
- (3) The Bidders and their authorised representatives participating in the opening shall be required to sign the attendance sheet.

(H) EVALUATION & COMPARISON OF BID

- (1) Upon opening the Bids, NIF will examine the Bids to determine whether they are complete, whether any computational errors or any alterations have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- (2) Upon evaluation of the propriety of the bid documents as submitted, the bids shall be evaluated to ascertain whether it meets the eligibility criteria as specified in the tender document.
- (3) The technical bids shall be evaluated based on the available documents submitted by the Bidder. In the course of its evaluation, NIF shall be entitled to ask for clarifications from the Bidders in respect of the bids submitted by them. Any clarification submitted by a bidder that is not in response to a request by NIF shall not be considered. The request for clarification and the response shall be in writing.
- (4) If a bidder does not provide clarifications of its bid by the date and time set by NIF, their bid may be rejected.
- (5) Financial bid will be opened for the qualified technical bidders.

(I) RIGHT OF REJECTION OF TENDER

- (1) NIF reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform or afford reasons to the affected bidder or bidders regarding the same.
- (2) Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset itself.
- (3) NIF reserves the right to split the scope & quantity to more than one agency among the Bidders.
- (4) NIF reserves the right to disqualify any bidder if such bidder quotes any abnormally high or low rates in the bid document/price bid and prohibit such Bidder from future participation in any bid with NIF.

(J) AWARD OF CONTRACT

- (1) NIF shall, upon evaluation of the bids submitted, award the contract to the **lowest bidder/Net Bundled Prices will be considered**, individual prices of each item will not be considered. However, if prices for each and every item are not quoted, Net-bundled price offered shall not be accepted.
- (2) The successful Bidder (L1) shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail. Such successful Bidder shall be required to tender his/its acceptance within three days from the date of receipt of such Letter of Intent or Letter of Award/Work Order as the case may be, failing which the same shall stand cancelled and the EMD shall be forfeited.
- (3) Further, the successful bidder shall pay an amount of 5% of Contract amount towards Performance Security which will be adjusted with the EMD.
- (4) After the successful Bidder has accepted the Letter of Intent or Letter of Award/Work Order, the successful Bidder shall be required to enter into a written contract with

NIF within a period of three days from the date of such acceptance. The contract shall be as per the terms and conditions mentioned herein and it shall be drafted by NIF and its Advocates & Solicitors. Upon such contract document being executed, the contract shall be deemed to have been awarded and the tender process finalized. If the successful bidder does not come to execute the contract or to accept the LOI, then would go to L2, and depending on the same the EMD amount will not be returned.

4. MINIMUM ELIGIBILITY CONDITIONS

1. The following shall be the minimum eligibility criteria for fulfilling the Technical evaluation. The Financial evaluation shall be carried out only in respect of those bidders whose bid meets the Technical criterion. **(A Proof in support of the following criterion by the Bidder shall be submitted).**
2. Bid Security (EMD): EMD for Rs. 10,000 (2% of tender value) is to be submitted along with the tender document only in the form of Demand Draft drawn in favour of “National Innovation Foundation - India” Payable at Ahmedabad.
3. The Bidder shall be either a Limited Company or a Private Limited Company registered under the Companies Act 1956/2013 or a registered partnership firm or a proprietorship. **For proof, self attested/attested copy of Certificates of Incorporation / partnership deeds or any other valid document issued by the respective registrar of firms/companies may be submitted. In case of Proprietorship firm, Self-declaration or self-certificate supported by PAN in the proprietor name would suffice.** The Bidder should have a valid PAN issued by the Income Tax department. Bidder shall have valid Service Tax Registration and GST Registration.
4. The agency should have minimum five years’ experience in providing services consecutively in the Government departments / Public sectors (Central or State) / Private limited company at the time of submitting the tender with annual turnover of Rs 25 lakhs or more. Attested copies of at least two work orders during each of last three years must be enclosed in the tender document. Startups can be given relaxation/ exemption as per the norms/ rules of Government of India wherever applicable.
5. Income Tax Return of the company/firm /proprietor for the past three years should be enclosed.
6. Service Tax Return of the Company/firm for the past three years should be enclosed.
7. Experience/Certificate for completion of work for past projects should be attached.

Date:

Place:

**(Name and Signature of Tenderer
with stamp of the firm)**

5. SPECIAL CONDITIONS OF CONTRACT

(A) CONTRACT PERFORMANCE GUARANTEE

- (1) The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) by way of a Demand Draft drawn in the name of 'National Innovation Foundation-India' payable at Ahmedabad as security for the due performance of the Contractor's obligations.
- (2) The said SD shall be equivalent to 5% of the total contract value and shall be retained by NIF during the entire Contract Period and for a further period of 3 months after the determination of the Contract Period. The same shall be returned to the Contractor after settlement of all dues.
- (3) In the event the contract is terminated by NIF on account of the fault of the Contractor before the determination of the Contract Period, or the Contractor abandons the work and its obligations under the contract during the Contract Period, then the SD amount shall be forfeited by NIF.
- (4) Any delay in submission of initial SD will entitle NIF to cancel the contract.

(B) DEPLOYMENT & MOBILISATION OF MANPOWER AND MATERIAL

- (1) The Contractor shall deploy such personnel and manpower as shall be necessary and requisite for performing the obligations of the Contractor under the contract. The Contractor shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (2) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws /Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the NIF premises is done and necessary documents regarding the same shall be submitted to the NIF's authorized

representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle NIF to initiate appropriate civil or criminal proceedings regarding the same.

- (3) The Contractor shall not employ any person of age below 18 years and above the age of 60 years and the persons so engaged shall be sound in health capable of performing their work as per instructions and should not be suffering from any illness, infection and disease.
- (4) The Contractor shall issue necessary identity cards to its personnel and shall keep and maintain a complete record of all the personnel who are or who shall be assigned any work at the NIF premises in pursuance of this contract.
- (5) The Contractor shall organise the allocation and distribution of work amongst its personnel depending upon the scope of the work and shall issue specific work orders/sheets specifying the work to be performed. The Contractor shall further, supervise the due execution of such personnel.
- (6) The Contractor shall also be required to comply with the safety requirements and provide his workmen with safety equipment where necessary.
- (7) The Contractor shall appoint a supervisor who shall co-ordinate with NIF's authorised representative for daily tasks. They have to maintain daily job register and duly certified by Staff in charge. The Contractor in co-ordination with the authorised representative shall ensure the availability of adequate manpower on a daily basis. As per the instruction of authorised representative they have to allot the work and execute the same in specified time.
- (8) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilise additional resources accordingly.
- (9) The Contractor shall maintain a daily list of the persons employed and working location wise at the site and shall submit the same from time to time to NIF in detail.

- (10) Contractor shall indemnify NIF from any liabilities arising out of the employment of the manpower.
- (11) NIF shall have the rights to remove any deployed personnel from the duty whose conduct is found to be improper and whose presence and participation in the execution of the work under the contract is considered to be undesirable.
- (12) All materials supplied by the contractor and brought on the site, before its use and execution, it is the responsibility of contractor to get it checked up to conform to the technical specification (make, brand, technical features, quality etc) from NIF's representative for its further use for execution and installation work.

The Contractor shall provide a factory quality control testing certificate for all supplied Optical Fibre equipment, to NIF nominated representative. Contractor shall demonstrate the compliance of the Fibre installation after all works have been completed. The Contractor shall supply all labour, materials and equipment required to fully test and commission the installation. NIF shall be notified of testing 48 hours in advance of testing to allow for NIF nominated representative to be present at testing. Installation and/or equipment will be accepted only after satisfactory completion of commissioning tests. If a test is unsuccessful the equipment shall be replaced and re-installed as appropriate and subject to retest until successful. The cost of any retesting if necessary shall be borne by the Contractor.

- (13) The Contractor shall obtain, maintain and utilise adequate quantity of the materials to be needed and used for the execution of the work and the Contractor shall also maintain a complete list of the materials procured for the purpose. The quantity obtained and used shall be reasonable and in consonance with the scope of work of the contract.

(C) FINANCIAL TERMS

(1) Payment Terms

- (a) Payment will be released in three parts as mentioned below:

- 1) Advance payment of 25% will be released along with work order.
 - 2) Payment of another 35% will be released once the material has been certified and work has been started on site.
 - 3) Balance payment of 40% to be released within 15 days of receipt of invoice after completion of work.
- (b) The Contractor shall raise the invoice in duplicate after completion of work.
 - (c) Any invoice submitted without appropriate documents shall be deemed to be incomplete and NIF shall not be liable to process and pay the amounts on the invoices so raised.
 - (d) Upon receipt of the invoice complete as above, NIF shall disburse the payment to the Contractor within a period of 15 days from the receipt of such complete invoice.
 - (e) The service tax/GST amount shall be shown separately on the invoice along with the applicable registration numbers.
 - (f) All the payments to be made to the Contractor by NIF shall be made through NEFT/RTGS only with applicable TDS in accordance with the Govt. of India/RBI guidelines from time to time.
 - (g) Administrative Service charge (Bid Value) claimed for providing optical fibre laying and execution contract shall not be raised at any cost during the contract period for any reason, force majeure etc.

(2) Permissible Deductions

All costs, charges, expenses, wages, statutory dues payable by the Contractor under the terms of the contract or as per the applicable laws, in respect of which he makes default in payment, shall be the liability of the Contractor. Such amounts or dues may be paid by NIF in which case NIF shall be entitled to recover the same from the Contractor by deducting the said amounts from the Contractor's monthly invoice.

(3) Other Financial Terms

- (a) The rates shall be final and firm for the entire Contract Period.
- (b) The Contractor will be required to comply with the labour laws as shall be applicable from time to time with regard to payment of statutory dues and wages

including minimum wages to the labourers, supervisors, etc. as shall be engaged by the Contractor.

- (c) The Contractor shall not be entitled to claim any amounts towards escalation cost, idle manpower
- (d) The Contractor shall be liable to bear and pay for any expenses or cost that may be required to be incurred on account of any accident caused to any of its personnel working during the Contract Period.
- (e) No liability is on NIF in case of any accident of workers while on duty, sole responsible is of the agency.

6. GENERAL CONDITIONS OF CONTRACT

(A) COMPLIANCE OF ALL STATUTORY OBLIGATIONS

- (1) All the personnel employed by the Contractor at the NIF premises for executing the contract for work shall be the employees of the Contractor only. The Contractor alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.
- (2) The Contractor shall be required to have been registered and having the necessary licenses and permissions under the various labour law enactments like the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to NIF, failing which the contract is liable to be cancelled.
- (3) The Contractor shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover his workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.

- (4) The Contractor shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to NIF when so required.
- (5) The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

(B) WORK CERTIFICATION

- (1) The work done and executed by the Contractor shall be approved and certified by the authorised personnel of NIF in accordance with the terms and conditions of this contract and the rules and norms of NIF. The Contractor shall be required to furnish satisfactory job completion report to NIF in standard approved Performa.
- (2) If upon inspection, NIF finds that the work has not been executed and performed as per the terms and conditions hereof and is not as per expected levels of performance, then NIF shall issue a warning to the Contractor providing a defined time limit to rectify any non-performance or inadequate performance, failing which NIF shall be entitled to levy penalty at the rate of 1% of the contract value per month.

(C) FORCE MAJEURE

The Parties hereto shall be relieved from the performance of the obligations as herein contemplated or from any penal consequences on account of non-performance which is attributable directly to force majeure conditions, which conditions are not in the power, domain or control of the Party affected. The Party seeking protection of such force majeure condition shall be required to send a notice of the existence and continuation of such conditions to the other Party and only thereupon the suspension of obligations shall follow. For this purposes hereof, force majeure conditions shall mean an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

(D) INTERPRETATION

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of Director, NIF will be final and binding.

(E) ASSIGNMENT AND SUB-LETTING/SUB-CONTRACTING PROHIBITED

The Contractor shall not directly or indirectly assign or sub-let any part of the contract to any other party or agency.

(F) TERMINATION

A. NIF may terminate the contract if any of the following events occur :-

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of One month.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
- v. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
- vi. The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
- vii. The Contractor commits a breach of the contractual terms and conditions.
- viii. In the opinion of NIF, it is desirable to discontinue with the performance of the contract with the Contractor.

B. NIF shall give the Contractor a three days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from NIF in that behalf.

C. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by NIF under the contract from the Contractor.

D. The SD amount shall be forfeited if the contract is terminated by NIF on account of the above.

(G) INDEMNITY

The Contractor shall indemnify and keep harmless NIF from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by NIF which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.

(H) AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

(I) SETTLEMENT OF DISPUTES

- (1) Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.
- (2) If amicable settlement cannot be reached all the disputed issues shall be resolved by Director NIF and his decision shall be final.

(J) GOVERNING LAW & JURISDICTION

This contract shall be governed by the Laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction to try and disputes arising hereunder.

7. SCOPE OF WORK

The description of scope of work/job/work to be done is as mentioned below. Please note that the quantity for cables and excavation work are approximate. Interested agencies are advised to measure and work out the exact quantity by visiting and inspecting site in person. The parties shall visit our office during office hours between 11.00hrs to 17.30hrs on all working days except Sunday and holidays and shall take note of the actual work to be carried out.

DESCRIPTION OF ITEMS REQUIRED

| Sr. | Particulars | Brand | Unit | Required Qty |
|----------------------------------|---|--------|------|--------------|
| Digging and Road Cutting | | | | |
| 1 | Charges for Soft Digging and Levelling for optical fibre laying (Depth of 1.5 ft and width of around 4 inches) Approx. | - | Mtr | Approx. 700 |
| 2 | Charges for Hard Digging and Levelling for optical fibre laying, including road boring (Depth of 1.5 ft and width of around 4 inches) Approx. | - | Mtr | Approx. 20 |
| Fibre Solutions External | | | | |
| 1 | 6 Core Armoured Fibre Optic Cable (Give Per Meter Rate) | D-Link | Mtr. | Approx. 720 |
| 2 | LC Pigtail - 1 Mtr | D-Link | No. | 8 |
| 3 | LC-SC-DX-Giga Fibre Patch Code | D-Link | No. | 2 |
| 4 | 6 Port LOADED LIU with SC Coupler and SC Pigtails | D-Link | Qty | 2 |
| 5 | DPE 25 MM PVC HDPE Pipe Black Colour ISI Amtron Brand With Test Report | Amtron | Mtr. | Approx. 720 |
| 6 | Root Marker (Should be installed at the distance of 15 to 20 Foot with material) | - | No. | |
| Internal Premises Cabling | | | | |
| 1 | Supply and installation of 48 port - SG-300 -48 port---all GIGA L2 manage | CISCO | No. | 2 |
| 2 | Supply and installation of 24 port - SG-300 -24 port---all GIGA L2 manage | CISCO | No. | 1 |

| | | | | |
|-----------------------------|--|------------|-------|--------------------|
| 3 | Patch Panel -D-link – 24 port Loaded | D-Link | No. | 5 |
| 4 | Supply and installation of 6U Rack with Accessories Rack | Alpine | No. | 1 |
| 5 | Supply and installation of 9U Rack with Accessories Rack | Alpine | No. | 2 |
| 6 | 2 Fibre Module Brand which are Fully Compatible with Cisco Switch ----SM-DX-GIGA (Tec routes) | Techroutes | No. | 2 |
| 7 | APC BR1500G 230V Power-Saving Back-UPS Pro 1500 with internal battery | APC | No. | 1 |
| 8 | WIFI Access Point UN Leased AP - 310 Access point with inbuilt Controller (Make Ruckus Only) | RUCKUS | No. | 2 |
| 9 | CAT 6 For Internal Lan With Cabling (2 Hall, Each Hall Should have 40 Connection, Total 80 Connection) | D-Link | Mtr. | Approx 2000 Mtr |
| 10 | RJ 45 Connector | D-Link | Qty | 100 |
| 11 | CAT-6 Dual I/O Box with Face Plate | D-Link | Qty | 45 |
| 12 | PVC Pipe Tray 50x50(1.10MM) | - | Mtr | Approx 150 |
| 13 | CAT-6 Patch Code 1, 2 & 3 Mtr Please Provide Rate for 1,2 & 3 Mtr | D-link | Qty | 90 |
| Installation Charges | | | | |
| 1 | Fibre Splicing charges | - | Mtr | Approx. 720 |
| 2 | HDPE Pipe Laying charges | - | Mtr. | Approx. 720 |
| 3 | Cisco Switch Installation Charges | - | No. | 3 |
| 4 | CAT 6 Cabling for 80 Users with Crimping From Server Room | - | Point | 80 |
| 5 | Wi-Fi Router Installation Charges | - | No. | 2 |
| 6 | Any other charges if applicable to be mentioned | - | | |

ANNEXURE I: TECHNICAL BID SUBMISSION FORM

Letter of Bidder (To be printed on Bidder's letterhead)

Dated

To,
Director / Chief Innovation Officer,
National Innovation Foundation - India,
Grambharti, Amrapur,
Gandhinagar - Mahudi Road,
Gandhinagar - 382650

Ref: Invitation for Bid in respect of Tender Notice dated.....

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for "Optical Fibre Laying and Execution of Internal and External Working" for the office of NIF-India (Grambharti).
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security of 5% of the annual contract value in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body/State Governments/PSU has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that NIF is not bound to accept highest ranked bid / lowest bid or any other bid that NIF may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

Date :

Place:

Stamp:

ANNEXURE II: CONTACT DETAILS FORM

General Details of Bidder

1. Name of the Company
2. Name and Designation of Authorised Signatory
3. Communication Address
-
4. Phone No./ Mobile No.
5. Fax
6. E-Mail ID.
7. S.T. REGN. NO.
8. PAN NO.

Particular Details of the Bidders Representative'

1. Name of the Contact Person
2. Designation
3. Phone No.
4. Mobile No.
5. E-Mail ID.

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and period of extension, if any and it is certified that the rates quoted are the lowest rates as quoted in any other institution of India.
3. I/We give the rights to the NIF to forfeit the Earnest Money/Performance Security Deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the services as per the provisions in the tender document/contract agreement.

Signature of the Authorised Signatory

Date:

Place:

(Office seal of the Bidder) Designation:

ANNEXURE III: TECHNICAL BID DOCUMENT

Mandatory details to be provided with seal & signature else tender will be rejected summarily.

| Sl. No. | Particulars | *** |
|----------------|--|---|
| 1 | Name of the Tenderer/Firm, Office Address, Telephone No., Fax No., Mobile No., E-mail (Please attach registration certificate of Firm) | Copies shall be enclosed |
| 2 | Experience certificate from existing employer/past employer Experience certificate should be enclosed for Three years. Copies of two work orders during last three years | Copies shall be enclosed |
| 3 | Income Tax Return for the Past three years certified by CA (2014-15, 2015-16, 2016-17) | Copies shall be enclosed |
| 4 | Service Tax Return for the past three years (2014-15, 2015-16, 2016-17) | Copies shall be enclosed |
| 5 | DD for Rs. 10,000 - 2% of tender value in favor of "National Innovation Foundation - India" payable at Ahmedabad. | |
| 6 | All the bid documents to be duly signed with seal. However, the Financial Bid will be opened later on. | If signature & stamp is found missing, the tenderer shall communicate on the same for acceptance. |

Date:

Place:

**(Name and Signature of Tenderer
with stamp of the firm)**

ANNEXURE IV: FINANCIAL BID DOCUMENT**DESCRIPTION OF ITEMS REQUIRED & RATE QUOTED**

| Sr. | Particulars | Brand | Unit | Reqd Qty (Approx) | Cost (per-unit) | Taxes (in %) (wherever applicable) | Total Cost (Incl. Tax) |
|----------------------------------|---|--------|------|-------------------|-----------------|------------------------------------|------------------------|
| Digging and Road Cutting | | | | | | | |
| 1 | Charges for Soft Digging and Levelling for optical fibre laying (Depth of 1.5 ft and width of around 4 inches) Approx. | - | Mtr | 700 | | | |
| 2 | Charges for Hard Digging and Levelling for optical fibre laying, including road boring (Depth of 1.5 ft and width of around 4 inches) Approx. | - | Mtr | 20 | | | |
| Fibre Solutions External | | | | | | | |
| 1 | 6 Core Armoured Fibre Optic Cable (Give Per Meter Rate) | D-Link | Mtr. | 720 | | | |
| 2 | LC Pigtail - 1 Mtr | D-Link | No. | 8 | | | |
| 3 | LC-SC-DX-Giga Fibre Patch Code | D-Link | No. | 2 | | | |
| 4 | 6 Port LOADED LIU with SC Coupler and SC Pigtails | D-Link | Qty | 2 | | | |
| 5 | DPE 25 MM PVC HDPE Pipe Black Colour ISI Amtron Brand With Test Report | Amtron | Mtr. | 720 | | | |
| 6 | Root Marker (Should be installed at the distance of 15 to 20 Foot with material) | - | No. | 120 | | | |
| Internal Premises Cabling | | | | | | | |
| 1 | Supply and installation of 48 port - SG-300 -48 port---all GIGA L2 manage | CISCO | No. | 2 | | | |

| | | | | | | | |
|-----------------------------|--|------------|------|------|--|--|--|
| 2 | Supply and installation of 24 port - SG-300 -24 port---all GIGA L2 manage | CISCO | No. | 1 | | | |
| 3 | Patch Panel -D-link--24 port Loaded | D-Link | No. | 5 | | | |
| 4 | Supply and installation of 6U Rack with Accessories Rack | Alpine | No. | 1 | | | |
| 5 | Supply and installation of 9U Rack with Accessories Rack | Alpine | No. | 2 | | | |
| 6 | 2 Fibre Module Brand which are Fully Compatible with Cisco Switch ----SM-DX-GIGA (Tec routes) | Techroutes | No. | 2 | | | |
| 7 | APC BR1500G 230V Power-Saving Back-UPS Pro 1500 with internal battery | APC | No. | 1 | | | |
| 8 | WIFI Access Point UN Leased AP - 310 Access point with inbuilt Controller (Make Ruckus Only) | RUCKUS | No. | 2 | | | |
| 9 | CAT 6 For Internal Lan With Cabling (2 Hall, Each Hall Should have 40 Connection, Total 80 Connection) | D-Link | Mtr. | 2000 | | | |
| 10 | RJ 45 Connector | D-Link | Qty | 100 | | | |
| 11 | CAT-6 Dual I/O Box with Face Plate | D-Link | Qty | 45 | | | |
| 12 | PVC Pipe Tray 50x50(1.10MM) | - | Mtr | 150 | | | |
| 13 | CAT-6 Patch Code 1, 2 & 3 Mtr Please Provide Rate for 1,2 & 3 Mtr | D-link | Qty | 90 | | | |
| Installation Charges | | | | | | | |
| 1 | Fibre Splicing charges | - | Mtr | 720 | | | |
| 2 | HDPE Pipe Laying charges | - | Mtr. | 720 | | | |
| 3 | Cisco Switch Installation | - | No. | 3 | | | |

| | | | | | | | |
|-------------------------------------|---|---|-------|----|--|--|--|
| | Charges | | | | | | |
| 4 | CAT 6 Cabling for 80 Users with Crimping From Server Room | - | Point | 80 | | | |
| 5 | Wi-Fi Router Installation Charges | - | No. | 2 | | | |
| Miscellaneous Charges | | | | | | | |
| 1 | Any other charges (Service, Equipment etc.) if applicable to be mentioned | | | | | | |
| TOTAL COST (Including Taxes) | | | | | | | |

Date:

Place:
with stamp of the firm)

(Name and Signature of Tenderer

ANNEXURE V: CHECK LIST

Bidder's detail: _____

| Sl. No. | Description of requirement | Enclosed | Enclosure No. |
|---------|--|----------|---------------|
| 1. | Demand Draft of Rs 500/- as tender fees enclosed in separate envelope along with Technical Bid | Yes/No | |
| 2. | Demand Draft of Rs 10,000/- as EMD enclosed in separate envelope along with Technical Bid | Yes/No | |
| 3. | Whether the firm is registered with proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in printing services | Yes/No | |
| 4. | Declaration by the bidder that he /she has not been blacklisted by the Depts/Ministries of the Govt. of India/State Govt./PSUs | Yes/No | |
| 5. | Copies of Balance Sheet and Income Tax Return for last 3 years duly certified by CA | Yes/No | |
| 6. | Copy of Registration Certificate/ Allotment Letter of PAN / TAN from Income Tax Dept. | Yes/No | |
| 7. | Copy of Allotment Letter of Service Tax / GST and VAT, document relating to TIN. | Yes/No | |
| 8. | Agency profile indicating Experience in years/ Number of similar projects executed/ Working with/for various departments of Government of India/ State Government along with supporting documents. | Yes/No | |
| 9. | Copies of awards / recognitions/ certificates | Yes/No | |
| 10. | Financial Bid / quotation completed and sealed in a separate envelope | Yes/No | |

Declaration of the Agency:-

This is to certify that I/We before signing this submission have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Agency with seal)

Place:

Date:

Name: