

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre विश्वविद्यालय अनुदान आयोग का स्वायत्त अंतर विश्वविद्यालय केन्द्र An Autonomous Inter-University Centre of UGC गांधीनगर / Gandhinagar

TENDER DOCUMENT

TENDER FOR INSTALLATION OF INFRASTRUCTURES FOR CREATION OF MEDIA PROCESSING LAB AT INFLIBNET CENTRE

Sr. No.		BID-DATA SHEET
1.	Tender Number	INF/PUR/MEDIACENTRE/2018-19
2.	Estimated Cost of Tender	25 Lakhs
3.	Bid validity	45 days
4.	Issue of Tender Forms	Tender Documents / Forms can be Downloaded from the
		Institute's website <u>www.inflibnet.ac.in</u> and Central
		Public Procurement Portal (CPPP) <u>www.eprocure.gov.in</u>
5.	Tender Document Delivery	Through Speed Post / Registered Post / Courier or either
	Mode	by person.
6.	Earnest Money Deposit	Earnest Money of Rs.50,000/- (Rupees Fifty thousand
	(EMD)	only)
7.	Publish Date	29 th June, 2018 at 5.00 PM
8.	Document Download / Sale start Date	29 th June, 2018 at 5.00 PM
9.	Document Download / Sale	16th July, 2018 at 11:00 AM
	end Date	
10.	Clarification Start Date	30th June 2018 at 11:00 AM
11.	Clarification End Date	06th July, 2018 at 09:00 AM
12.	Pre-bid Meeting Date	06th July, 2018 at 03:00 PM
13.	Bid Submission Start Date	07th July, 2018 at 09:00 AM
14.	Bid submission End Date	16th July, 2018 at 2:00 PM
15.	Bid Opening Date	16th July, 2018 at 04:00 PM
16.	Contact Person	For Technical query:
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		Email: abhishek[at] inflibnet.ac.in
		Tel: 079-23268280
		For Commercial and general query:
		Smt. Shahana Munshi, (Section Officer (Purchase
		&Store)Email: shanana[at] inflibnet.ac.in
		Tel: 079-23268141
17.	Contact Address	INFLIBNET Centre, Infocity, PB No 04, Gandhinagar-382 007
		Website: www.inflibnet.ac.in

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Chapter 1

INTRODUCTION

The Information and Library Network Centre (here after will be referred as INFLIBNET), is an autonomous Inter University Centre of the University Grants Commission, MHRD, New Delhi. The INFLIBNET Centre are invited Sealed bids under Two Bid System i.e. Technical Bid and Financial **Bid for Installation of infrastructures for creation of Media processing lab** from bonafide, resourceful and reliable service providers/Contractors/agencies as per terms and condition attached.

Desirous companies may obtain tender documents on request in writing from P&S Section, INFLIBNET Centre, INFOCITY, Gandhinagar on all working days between 10:00 Hrs to 17:00 Hrs before the due date. Tender documents can also be downloaded from the INFLIBNET Centre's website www.inflibnet.ac.in or Central Public Procurement Portal (CPPP), Govt. of India website www.eprocure.gov.in

Chapter - 2

GENERAL INSTRUCTION AND

TERMS AND CONDITIONS OF THE CONRACT

1. Eligibility Criteria (Technical Bid-Envelop No.1)

The INFLIBNET has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the proposal as mentioned in Annexure T-I (at Page No.16-17), failing which their bids will be summarily rejected and will not be considered any further.

2. Bid Prices (Envelop No.2)

- 2.1 The bidder shall indicate on the price schedule the unit prices and total bid prices of the goods it proposes to supply under the contract.
- 2.2 The price bids shall be opened on the scheduled time and date at INFLIBNET Centre, infocity, Gandhinagar, in the presence of the representatives of the firms, if any, who wish to be present on the spot at that time.
- 2.3 The price bid of only those bidder will be opened whose bids have been found eligible as per the criteria mentioned in the technical bid (pre-qualification criteria envelop no.1). All eligibility conditions have to be satisfied on the respective dates in such condition and not on a later date.
- 2.4 Prices indicated on the Price Schedule shall be entered separately in the following Manner:
 - 2.4.1 The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex- warehouse, or of the self as applicable) including all duties and sales and other taxes already paid or payable on components and raw materials used in the manufacture or assembly of goods quoted exfactory or ex-works or on the previously imported good of foreign origin quoted exshowroom, ex-warehouse or off-the- shelves
 - 2.4.2 Any Indian duties, sales and other taxes which will be payable on the goods if this contract is awarded;
 - 2.4.3 The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- 2.4.4 The price of other incidental services listed in terms & conditions of the contract. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 3. **Period of Validity of Offer:** For the purpose of placing the work order, the proposals shall remain valid till 45 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, INFLIBNET may ask for extension of the period of validity and such a request shall be binding on Bidders. INFLIBNET's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates
- 4. **Submission of Bid:** The bids have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested bidders are advised to submit two separate sealed envelopes super scribing "Technical Bids (Annexure T-I to T-IX)" and "Financial Bids". Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed suprescribed "Bid for Installation of infrastructures for creation of media processing lab" of the INFLIBNET Centre, INFOCITY, Gandhinagar And also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 16th July, 2018 at 2.00 PM.

5. Bid may be submitted in the following manner:

- 5.1 Envelop No. 1: Shall contain all the information and documents in the same serial order as shown in the technical bid (Pre-qualification criteria (Envelop No -1). The complete document should be numbered chronologically. On the top of envelope must be suprescribed "Technical Bid". Shall also contain the bid EMD.
- 5.2 Envelop No.2: Shall contain the rates/prices duly signed and stamped. On the top of envelope must be suprescribed "Price Bid for installation of infrastructures for creation of media processing lab".
- 5.3 All the envelopes must be suprescribed "Bid for Installation of infrastructures for creation of media processing Lab" with due date and time and shall be sealed in third envelope of bigger size addressed to The Section Officer (P&S), INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007. The Tender must reach on or before 16th July, 2018 at 2.00 PM OR deposited/ dropped in the tender Box placed in the security cabin.
- 5.4 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned, if required.
- 5.5 Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
- 5.6 Any Incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- 5.7 The bid shall be written in English only.
- 5.8 No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly. Otherwise the bid is likely to be rejected. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.

6. Bid Evaluation Criteria & Award Criteria:

After the opening of the technical bid, the same will be evaluated by a committee, In case the committee decides for seeking further information/clarification, the same shall be provided by the bidder. Those bids which technically qualified as per pre-qualification criteria, and completed in all aspects with all annexures (T-I to T-IX) and meeting the requirements as specified in chapter-3, the financial bid of such qualified bidders will be opened on a specified date and time by the committee. The date and time of opening of financial bids will be intimated to the bidders well in advance through phone/email. The bidder is at liberty to be present either in-person or authorize, not more than one representative to be present at the time of opening of the financial bid. The Bids will be opened by the committee in the presence of the representative of the bidders who may wish to be present on that day.

- 6.1 In case it is found that the bidder has not quoted as per the requirement for any specified item that particular item shall be evaluated on the basis of highest quoted rates by the another bidder.
- 6.2 Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- 6.3 The contract will be awarded for technically suitable lowest evaluated bidder whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates. The Competent authority of INFLIBNET shall decide about the bidder to which the offer shall be granted based on the report of the past performance of the firm, and length of experience etc. the decision of the Competent Authority of INFLIBNET shall be final.
- 7. Earnest Money Deposit (EMD): The interested Companies/firms may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.50,000/- in the form of Demand draft / Banker's Cheque / Fixed Deposit of any scheduled bank drawn in favour of

"INFLIBNET Centre" payable at Gandhinagar and other requisite documents in the Tender Box kept near Security Cabin of INFLIBNET Centre, INFOCITY, Gandhinagar.

The bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable by the Institute on EMD. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

In exceptional circumstances, INFLIBNET may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

The EMD fees exempted to Companies registered under NSIC and MSME on valid certificate issued by Govt. of India.

- **8. Forfeiture of EMD:** EMD made by Bidder may be forfeited under the following conditions: If Bidder withdraw the proposal before the expiry of validity period. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances. If Bidder violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Bidder, if Bidder fails to:
 - 8.1.1 Accept the work order along with the terms and conditions.
 - 8.1.2 Furnish performance security.
 - 8.1.3 Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
 - 8.1.4 Submitting false/misleading information/declaration/documents/proof/etc. The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job.
 - 8.1.5 In the event of the successful bidder/contractor failing to comply with any provision of the contract.
- **9. Performance Security Deposit**: The successful bidder shall have to deposit a Performance Security Deposit of the 5 % of the total amount of work order within three (3) weeks of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar. The performance security deposit should be valid for sixty days beyond the date of completion of warranty period. Bid security shall be refunded to the successful bidder on receipt of performance security.
- **10. Pre Bid Meeting**: The bidder must have visited project site before the pre-bid meeting so as to have a fair idea of the requirement & type of work to be provided. All dimensions, given in annexure-III are indicative / approx. Bidder may take actual size and submit the drawings with proposal. The costs incurred by the Bidders in making this offer, in providing clarification or attending discussion, conferences or site visits will not be reimbursed by INFLIBNET.

Pre Bid Meeting will be held on 6th July, 2018 at 03.00 PM at premises of INFLIBNET. Bidder can end their queries to Shri Abhishek Kumar, Scientist-C (CS), Email: abhishek[at]inflibnet[dot]ac[dot]in and Shri Shyam T Yadav, I/C Section Officer(Purchase & Store) (shahana[at]inflibnet[dot]ac[dot]in Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered.

11. Warranty Terms:

- 11.1 All goods / materials / Labour work shall be supplied / carried out strictly in accordance with the specifications, drawings, datasheets, other attachments and conditions stated in the Bid / Order / LOI. All materials supplied by the Contractor shall be warranted to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials. In event of default originating with the design, material arising at any time during the warranty period of 12 months from the date of FAT, the Contractor shall replace as may be necessary to ensure the material should function in accordance with the specification and to fulfill the foregoing Warranty without any delay. The Contractor shall warrant that every work executed under the contract shall be free from all defects and faults in material, workmanship etc. for a period of 12 (Twelve) months or from the date of completion report.
- 11.2 In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings data in terms of this order, and rectification is required at site, INFLIBNET shall notify the Contractor giving full details of difference. The Contractor shall attend the site within three (3) days of receipt of such notice to meet and agree with representatives of INFLIBNET, the action required to correct the deficiency. Should the Contractor fail to attend meeting at site within the time specified above, INFLIBNET shall be at liberty to rectify the work/materials and Contractor shall reimburse INFLIBNET all costs and expenses incurred in connection with such trouble or defect.
- 11.3 The Bidder/OEM will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The bidder would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, as mentioned in Bill of Material, from the date of final acceptance of the work by the customer. The bidder shall not, without the express prior written consent of INFLIBNET, assign to any third party of the contract or part thereof. Service support for the entire warranty period (one year from the final acceptance from the customer) will be on site and comprehensive (including spares) and free of cost for the entire warranty period.
- 11.4 In case of failure, the Contractor needs to replace or repair the faulty part/component/device to restore the services at the earliest to the satisfaction of the INFLIBNET. The cost of the repairing or replacement of faulty part/component/device has to be entirely born by the Contractor. All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Contractor as part of comprehensive maintenance.
- 11.5 The supplier warrants that the goods supplied under this contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- 11.6 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 11.7 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from ex-works or ex-factory or ex- showroom to the final destination.
- 11.8 If the supplier, having been notified, fails to remedy the defect(S) within the period (15 days). The purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

12. Use of Contract Document and information

12.1 The supplier shall not, without the purchasers prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 12.2 The supplier shall not, without the purchasers prior written consent, make use of any document or information enumerated except for purposes of performing the contract.
- 12.3 Any document, other than the contract itself, enumerated shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the suppliers performance under the contract if so required by the purchaser.
- 12.4 The supplier shall permit purchaser to inspect the supplier's accounts and records relating to the performance of the supplier.
- 12.5 Inspection and Test
 - 12.5.1 The purchaser or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract specification at cost to the purchaser.
 - 12.5.2 The Technical specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted.
 - 12.5.3 The purchaser shall notify the supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
 - 12.5.4 The inspections and test may be conducted on the premises of the supplier or its subcontracts, at point of delivery and/ or at the goods final destination.
 - 12.5.5 If conducted on the premises of the supplier 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 purchaser.
 - 12.5.6 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject the goods and the supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the purchaser.
 - 12.5.7 The purchasers right to inspect, test and, where necessary reject the goods after the goods arrival at project site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment.
 - 12.5.8 Nothing shall in any way release the supplier from any warranty or other obligations under this contract.
 - 12.5.9 It will be obligatory to submit 2 sets of as built drawing of the complete project by the successful contractor.

13. Terms of Payment:

- 13.1 On successful completion of the work (100%), the payment shall be made to the contractor subject to issue of 'Final Acceptance Certificate'.
- 13.2 Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately).
- 13.3 Insurance Policies and proof of payment of premium (As applicable).
- 13.4 No claim for interest will be entertained by the Centre in respect of any payment/deport which will be held with the Centre due to dispute between the Centre & Contractor or due to Administrative delay for the reasons beyond the control of the Centre.
- 13.5 Centre reserves the right to recover amount paid in excess during the contract from any other work or source after the contract if any if found paid excess.
- 13.6 All Taxes per applicable rules time to time will be deducted at applicable rates from all payments made by INFLIBNET Centre.
- 13.7 Prices charged by the supplier for goods delivered and services performed under the contract shall not very from the prices quoted by the supplier in its bid.
- **14. Amendment of Bid Document:** At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

- **15. Enforcement of Terms:** The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.
- **16. INFLIBNET Right to reject any of all bids:** The competent Authority of INFLIBNET reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. Any effort by a bidder or bidder's agent / consultant or representative, whosoever described to influence the INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
 - 16.1 The Director, INFLIBNET reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days to the Tenderer at any point of time during the period of the contract.
 - 16.2 The competent Authority of the INFLIBNET reserves the right to annul bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful bidder.
 - 16.3 INFLIBNET reserves the right to vary/alter/amend the eligibility criteria at any time, in its discretion, before the last date submission of proposals.
 - 16.4 By acceptance of this document, the recipient agree that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and INFLIBNET reserves the right at any fame and without advance notice, to change the procedure for the selection of service provider.
 - 16.5 The INFLIBNET reserves right to terminate the contract at any time after giving a one month's notice to the selected contractor with or without assigning any reason and shall be under no obligation whatsoever to continue the contract.
- 17. Termination of the Contract: The contract may be curtailed/terminated before the contract period, inter alia owing to deficiency in services or substandard quality of services by the empanelled agency etc. as may be specified in the contract to be signed between the parties. The INFLIBNET, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider with or without assigning any reasons. Where a contract terminated by INFLIBNET on account of the committed by the agency, it shall have the right to award the contract to any other agency at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by INFLIBNET from his Security deposit or pending bill or by raising a separate claim.

18. Resolution of Disputes:

- 18.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days notice thereof to the other Party in writing.
- 18.2 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.

- 18.3 The place of the arbitration shall be Ahmedabad/Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 18.4 The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 18.5 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.
- **19. Relaxation of Terms and Conditions:** The Director, INFLIBNET is empowered to relax any term or condition mentioned herein.
- **20. Agreement:** The contractor will have to enter into a written Agreement with this Centre within 15 days of intimation of acceptance of approved rates.
- **21. Time schedule for delivery & installation:** All delivery of the material will have to be completed within 15 days from the date of acceptance of contract. (B) All activities leading to the commissioning of the contract to be completed within 30 days from the date of award.
- **22. Liquidated Damage:** The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, INFLIBNET reserves the right to terminate the contract and INFLIBNET will get the job completed by any other competent party. The difference of cost incurred by INFLIBNET will be recovered from the contractor.

23. Delays in the Supplier's:

- 23.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the schedule of requirements.
- 23.2 If at any time during performance of the contract, the supplier or its sub-contractors should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay.
- 23.3 As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may, at its discretion, extend the supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

24. Force Majeure

- 24.1 Notwithstanding the provisions of terms & conditions of the tender document/contact the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, it and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 24.2 For purposes of this clause, "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 24.3 Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 24.4 If a Force Majeure situation arises, the supplier shall promptly notify the purchase in writing of such conditions and the cause thereof.

- 24.5 Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- **25. Disclaimer:** The near relatives of employees of the INFLIBNET are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - Member of a INFLIBNET Centre
 - Their husband or wife.
 - The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-low), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

26. Other terms and conditions of Contract

- 26.1 The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 26.2 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
- 26.3 In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation /legal or any other liability will solely rest with the Contractor / firm.
- 26.4 In case office is closed on bid opening date due to some reason, the last date and time will automatically shifted to the next working day.
- 26.5 Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observation contained herein.
- 26.6 The proposal and all correspondence and documents shall be written in English. All proposals and accompanying document received within the stipulated times shall become the property of INFLIBNET and will not be returned.
- 26.7 Fixed priced lump sum tender: price escalation, in rates due to any reason such as change in foreign currency, increased in prices of material, equipment & labor, fuel (petrol, diesel, gas), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion etc. shall not be applicable. Quoted price shall be exclusive of GST.

27. Packing

- 27.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their formal destination as indicated in the contract.
- 27.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 27.3 Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 27.4 The packing marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the purchaser.

28. Insurance:

The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

Authorized Signatory (Signature In full):			
Name and title of Signatory:			
Stamp of the Company:			

Chapter - 3 - Scope of Work and Requirement Specification

Introduction: scope of work given below is tentative. The bidder must inspect the site and understand the full scope of work. They may add any other item required to complete the work. Their quote on form the tender should include the cost of complete work which includes the scope of work mentioned below and also the additional item of work which they feel necessary for completion of the work. The bids shall be compared based on final amount mentioned in the financial bid (envelope – 2).

All dimensions are indicative / approx. Bidder may take actual size and submit the drawings with proposal

A full infrastructure for creation of media processing lab at 5th floor of academic block of the INFLIBNET Centre, Gandhinagar.

	Specification for studio (Acoustic, partition, light and wooden work) Overall layout is attached annexure-III				
S.No.	Area and items / nature of work	Nature of work / item	Specification	area / quantity	Industry standard or equivalent competitor / remarks
1	Studio (16 x 20 x 11 1/2 ft) [Acoustic, AC, Table, chair, light (Ceiling 16ft x 20ft)]	Provision & Fixing of Acoustic Treatment of the Walls inside the Studio topped with Hard Core Absorbing Khas Tiles (perforated tile 600mm x 600mm 8mm), of 4'X2' Backed by Glass Wool of 32Kg/Cub mtr. On 2'X2' GI Frame and tapper molding around at the Skirting levels. 3 1/2 ft from ground should have laminated sheet and above it should be perforated sheet.	GI Frame 2"x 1.5x 10', -8'x4' 8mm ply board (normal paneling) -8'x4' 12mm ply board (door) -8'x4' 19 mm board (partition) - 1mm laminate mate finish 42" paneling -Fiber Glass (32/50)	Mentioned in column "Area and items / nature of work"	Ply board: Green/century, mayur, sonear Solid wood: Ghana teak, murrendy

Flooring	Provision & Fixing of 3mm rubber matting	16 x 20 ft	Bidder can check sample during prebid meeting.
Green croma	Back wall of the studio to have green croma mat cloth of 12×10 ft on wooden frame. It should be modular so that it can be move as and when required.		Bidder can check sample during pre- bid meeting.
Table	Anchor table of 10 ft length x 2.5 ft width x 3 ft height with slight curves for four seatings. The table should consist of three detachable and independently usable parts.	Use material :- 19 mm board 1mm laminate (Only wood work)	INFLIBNET will put logo on each partition or single among three partition
Lights	120 W LED, bi-colour, should support 5600 / 3200 K temperature, 4 leaves barndoor, analog dimming, safty locks, power cord	Quantity: 10 2 additional LED light of 120W with stand. Provision for two down lights of 50w	compatible dimmer control for 15 lights to be provided.
Chairs			To be provided by INFLIBNET
ACs	Provisioning and Fixing of Split Type Air conditioners 1.5 Ton both Indoor and Outdoor unit	Quantity : 2	To be provided by INFLIBNET
Observer window	Dual glass of 8 mm thickness P/f of Sound Proof Casement Window hermitically sealed with Glass Type 12mm Air Gap with Profile color as White	size: 4 x 6 ft	
Ceiling treatment	Existing false ceiling is to be removed along with electrical fittings and electric		

			wires. Other cables should be left intact and fixed as per requirement.		
2	Production Control Room (PCR): PCR table, door, LED panel, chair PCR wall	Production Table for Populating the Equipment like Audio Mixer, Vision Mixer, Intercom Device, and Wireless Receivers along with Working Space for the Operators etc. with Detachable storage cabinet.	390 cm x 105 cm x 90 cm Use material:- 19 mm board 1mm laminate mate (0nly wood work)		Storage cabinet should have a drawer and storage box with lockabl doors. Reference PCR table layout as annexure - IV
	area : PCR Ceiling :	ACs	Provisioning and Fixing of Split Type Air conditioners 1.5 Ton both Indoor and Outdoor unit	Quantity : 1	To be provided by INFLIBNET
		Chairs			To be provided by INFLIBNET
		Lights	Shifting of existing light,fans and other fitting based on requirement		
Edit table, door, LED with Detachable storage use material:- cabinet 19mm commercia		150 cm x 75cmx 75 Use material :- 19mm commercial board. 1mm laminate mate finish	Quantity : 3	Storage cabinet should have a drawer and storage box with ockable doors. Edit table reference as annexure -V	
		ACs	Provisioning and Fixing of Split Type Air conditioners 1.5 Ton both Indoor and Outdoor unit	Quantity: 1	To be provided by INFLIBNET
		Chairs			To be provided by INFLIBNET
4	UPS Room	Area	Provision & Fixing of UPS 10 KVA with 30 min backup		To be provided by INFLIBNET
		AC	Provisioning and Fixing of Split Type Air conditioners 1.5 Ton both Indoor and Outdoor unit	Quantity : 1	To be provided by INFLIBNET

4	Door	Inside common door between studio and PCR Outside door for PCR room and connected with Edit room	P/f of Sound Proof Casement Door with Multipoint Locking System and both side handle with locking arrangement 3D type hinges, Glass Type 6mm CLT+12mm AirGap+6mm CLT with Profile color as White (Door Size 4'X6.5'). Material: 8'x4' 12mm ply board	Quantity : 2	Entry to PCR and Edit will be through sliding door. Accoustic door will be used for main entry and studio entry.
5	Other	Electric system	Provision & Fixing off Electrical System for Studio Lightings only including supply of Metal Fabricated Sockets, Power Cables, MCB Box with MCBs & Control Switches etc.	24 sockets setting	
		Lighting	Provision & Fixing off Lighting Grid Structure comprising off 4"X4' Square Grid of 1.5" Class AGI / MSPipe, Slotted Cable Tray, Required Fasteners, Suspenders etc.	Area: 10 x 18 ft	
		Shoe racks	Material: 12mm ply board	3 x 5 ft with racks partitions	
		Lockable storage unit			To be provided by INFLIBNET

Signature of Bidder with seal:	
Name and title of Signatory:	
Stamp of Address of Company:	

<u>Chapter - 4 - Technical pre-qualification criteria and Annexures</u>

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No.INF/PUR/MEDIA LAB/2018-19)

Annexure T-I

			Mention Page	<u>Numbers</u>
Sr. No.	Pre-qualification criteria	Documents to be provided	Attached(Y/N)	Page No.
01.	The bidder must be a company registered under the companies Act, of India/State. Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the business for this service.	I. Certificate of Commencement of business II. Certificate consequent to change of name, if applicable III.		
02.	The Registered Office should be located in India.	Self Attested copy of Telephone bill/ Electricity Bill/ Registered Lease Deed.		
03.	The bidder shall have executed "Similar Nature" of single order an amount not less than 30% of the bid value Rs.25 lakhs in each of the last three financial years in Government Department/PSU/Autonomous Body or any reputed organization.	References order copy/ work order along with proof of completion certificate for the project to be provided.		
04.	They should be registered with Income Tax and Goods and Service Tax.	I. Attested copy of PAN/GIR Card II. Attested copy of GST		
05.	The bidder should have business in India with average minimum annual financial turnover not less than of the estimated bid value of Rs.25 lakhs for each of the last three financial year from similar services.	Turnover Certificate issued by the statutory auditor of the company/ Last three year balance sheet or Income tax retune.		
06.	Earnest Money Deposit (EMD) of Rs.50,000/	Attached with technical bid.		
09.	Bidder's Details Annexure T-II			
10.	Bid form Annexure T-III			
11.	Declaration of Bidder Annexure T-IV			
12.	Declaration of blacklisting/Non Blacklisting - AnnexureT-V			

13.	Financial Capability of bidder Annexure T-VI					
14.	Details of Firm's Experience of Similar Services T-VII					
I	Please use separate sheet for providing complete information.					
I	While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.					

The bidder is required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

Signature of Bidder with seal:	
Name and title of Signatory:	
Stamp of Address of Company	

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No.INF/PUR/MEDIA LAB/2018-19)

Annexure T-II

Bidder's Details

Name of the Firm/ Company

2	Name and Designation of Authorized Signatory	
	Communication Address:	
	Office Phone No: Mobile No:	
	Fax: E-Mail ID:	
	GST registration Number: PAN Number:	
	Particular Details of the	Bidders Representative'
3	Name of the Contact Person: Designation: Phone No: Mobile No: E-Mail ID:	
UND	ERTAKING	
	the bidding document and undertake to c	through the terms and conditions mentioned in omply with them. ling upon me for the entire period of contract and
	Signature of Bidder with seal:	
	Name and title of Signatory:	
	Stamp of Address of Company:	

(Tender No.INF/PUR/MEDIA LAB/2018-19)

Annexure T-III

BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the all details and to be submitted on Letter Head in original)

To INFLIBNET CENTRE Infocity, Gandhinagar

Sub: for installation of infrastructures for creation of media processing lab at INFLIBNET CENTRE, Gandhinagar

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender No. INF/PUR/MEDIA LAB/2018-19, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 90 (ninety only) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to five to ten percent (5-10%) of the Order value as stipulated in Financial Bid.

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2018	
Thanking you, we remain,	
Signature of Bidder with seal:	
Name and title of Signatory:	
Stamp of Address of Company	

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No.INF/PUR/MEDIA LAB/2018-19)

Annexure T-IV

DECLARATION

I,Son/Daughter/Wife of	Resident	of
Proprietor / Director / Authorized Signatory of the Comentioned above, is competent to sign this declaration and execute this tender document;	mpany / Firi	— m,
I/We hereby certify that I/We have read the entire terms and conditions of the tender docume No to (including all documents like annexure(s), schedules(s), etc.,) which for contract agreement and I/We shall abide hereby by the terms / conditions / clauses containe	orm part of th	
The information / documents furnished along with the above application are true and author of my knowledge and belief. I / we are well aware of the fact that furnishing of any false fabricated document would lead to rejection of my tender at any stage besides liabilities toward under appropriate law.	information	/
The corrigendum(s) issued from time to time by your department/organization too have all b consideration, while submitting this declaration letter.	een taken in	to
I/We hereby unconditionally accept the tender conditions of above mentioned tender docu totally / entirely.	ment(s) in it	t's
In case any provision of this tender are found violated, then your department/organ without prejudice to any other right or remedy be at liberty to reject this tender/bid forfeiture of the full said earnest money deposit absolutely.		
Signature of Bidder with seal:		
Name and title of Signatory:		
Stamp of Address of Company:		

(Tender No.INF/PUR/MEDIA LAB/2018-19)

Annexure T-V

CERTIFICATE

DECARATION REGARDING BLACKLISTING/NON BLACKLISTING

I /We Proprietor / Partner (s) / Director (s) of M/s	has
Or	
I / We proprietor / partner (s) / Director (s) of M/S	t in Government tenders And now the firm/ se the above information e rejected / cancelled by l be forfeited. In addition
Signature:	
Name:	
Capacity in which as signed:	
Name & address of the firm:	Seal of the firm should be affixed.
Dated: Signature of Bidd	ler with seal.
In case of proprietorship firm, certificate will be given by the proprietor, a	and in case of

partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No.INF/PUR/MEDIA LAB/2018-19)

Annexure T-VI

FINANCIAL CAPABILITY OF BIDDER

		Turnover (Rs. / Crores)			
Sl. No.	Name of the Bidder	2015-16 2016-17 2017-18			
1					
	Signature of Bidder with seal: _				

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.

Name and title of Signatory: _____

Stamp of Address of Company: _____

(Tender No.INF/PUR/MEDIA LAB/2018-19)

Annexure T-VII

Details of works of similar type executed by the bidder

(To be submitted in Envelop No. 1)

Sl.No.	Name of the	Work	Ref.	Work	Details of	Dates	of	Page
	Company with full	Description	&	Order	Order	Start	Completion	No
	address, phone, fax		Date	Value				
	and name of contact		of					
	person		the					
			order					

Sign and Seal of Contractor

- 1. Copies of work orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.
- 2. If necessary, separate sheet may be used to submit the information.

(Tender No.INF/PUR/MEDIA LAB/2018-19)

Annexure T-VIII

Supply of items shall be in single lot or as per requirement of this Institute so as to enable the Institute to increase or decrease the tender quantity at the time of ordering.

1. Supply of items shall be in single lot or as per requirement of this Institute so as to enable the

	Institute to increase or decrease the tender quantity at the time of ordering.				
2.	Delivery Schedule: Material required by INFLIBNET – 3 weeks from the date of Supply order Material offered by Supplier:				
3.	In case of discrepancy between unit price and total price, the unit price shall prevail				
4.	Destination of material: INFLIBNET Centre, Gandhinagar				
5.	Bidders to quote Ex-Works price in Rupees and other charges (if any) towards Packing & Forwarding, GST, and Freight separately in terms of Percentage of Ex-Works price.				
6.	Indicate Installation/erecting schedule(days/weeks), Costif any and inclusive/exclusive in above price.				
7.	"Technical Bid" (Un-price bid) to contain this price schedule keeping price as 'Blank'. However bidder to indicate in percentage the charges, if any, for Packing & forwarding, Freight, installation etc.				
Sig	nature of Bidder with seal:				
Na	me and title of Signatory:				
Sta	amp of Address of Company:				

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No.INF/PUR/MEDIA LAB/2018-19)

Annexure T-IX

SITE VISIT CERTIFICATE

	THIS IS TO CERTIFY that:	
	I,(name of bidder or his representative)(name of construction firm) visited the site in connec) of the
the Bio	id No for the (<i>na</i>	me of the
that m climati water, obligat execut	Having examined the bid documents, I certify that I have acquainted with the nature, geo exact location of the works; the general conditions of execution; the neighboring area and ot might affect the construction methods; the physical conditions specific to the construction atic conditions; local conditions; means of communication and transport; the possibility of str., electricity and fuel; the availability of labor sufficient in number and quantity; all constructions resulting from social, tax; and all conditions and circumstances which might influtation or price of the works. I further certify that I am satisfied with the description of the works and that I undertly the works to be undertaken as specified and implied in the execution of the Contract.	ther work sites; the supplying aints and tence the
	Signature of Bidder with seal:	
	Name and title of Signatory:	
	Stamp of Address of Company:	
Note 1:	: This form shall be completed at the time of the visit to the site where the works are to be carried out.	

25 | PageTender for Installation of infrastructures for creation of media Lab at INFLIBNET Centre.

(Tender No.INF/PUR/MEDIA LAB/2018-19)

Annexure C-I

Contract Agreement Form. FORM OF AGREEMENT

This agreement made theday of the month ofin the year 20 BETWEEN, The Information and Library Network Centre (Hereinafter called ÏNFLIBNET") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns having its Head office at INFOCITY, Gandhinagar 382 007, Gujarat, India on the ONE PART; and
* ShriS/D/o resident
* ShriS/D/o resident ofthe sole proprietor of M/s having office at the
following address
* M/s the partnership firm having an administrative/principal office at represented by its Managing/duly authorized partner.
* M/s company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address, duly represented at duly represented by its constituted and authorized Managing Director, Shri and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor) which
expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part
WHEREAS THE Client/ INFLIBNET is desirous that certain works should be designed, supplied, installed tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the INFLIBNET on the terms and conditions as set out therein and interalia others.
NOW THIS AGREEMENT WITNESSETH as follows:
1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
a) Limited Tender No,INF/PUR/MEDIA LAB/2018-19 DATED
b) General rules and Instructions for the guidance of tenderers.
c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
d) General Conditions of contract and clauses of contract along with Annexures thereto.
e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, etc.
f) Schedule of quantities including Prices and tendered amount known as Price - Bid.

agreement.	
[Note:* Strike off whichever is not applicable]	
3. In consideration of the payments to be made by the INFLIBNET covenants and agrees with the INFLIBNET to complete the works in to all terms and conditions/rules as mentioned in the General Conditions which shall form part of this agreement.	conformity in all respects and subject
In witness whereof the parties hereto have hereunto set their r year first above written.	espective hands and seals the day and
Signed, sealed and delivered by the said tenderer,_	to the
CLIENT(INFLIBNET)in the presence of:	
Signature of Tenderer (with sea)
Signature of Authorized representa of the Client/INFLIBNET Accepting Au	
Witness (Signature, Name & Address):	
1).	
2).	

g) The details submitted in technical bid, site survey and such other commitments shall be part of the

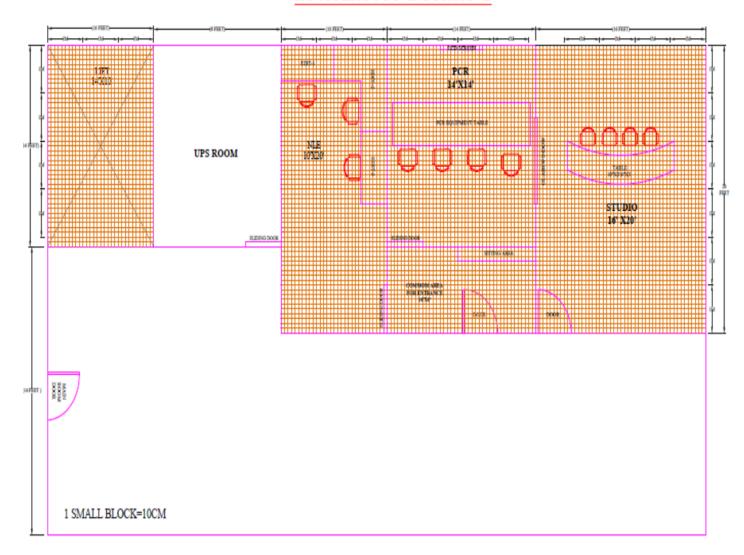
(Tender No.INF/PUR/MEDIA LAB/2018-19)

Annexure C-II

INDEMNITY BOND

(UN A STAMP PAPER of Rs.100/-)
We,, having a registered office at, have
entered into a contract with Information & Library Network (INFLIBNET) Centre having registered office at
INFOCITY, Opp. DAICT, Gandhinagar 382 007, vide contract dated, for creation of media
processing lab set up at Information & Library Network (INFLIBNET) situated at INFOCITY, Opp. DAICT,
Gandhinagar 382 007.
We do hereby indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre, at all
times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any
claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all
actions and proceedings taken against the Institute by any party, employee(s), or workman/woman
provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and
regulations, as may be applicable under the said contract from time to time.
We further undertake to indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfilment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.
We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by
us and is not restrictive in any manner.
Signature of the Tenderer/Authorized Signatory Name of the Tenderer
Address of the Tenderer
Seal of the Company/Firm:
Telephone No/ Mobile No

ROOM LAYOUT -INDICATIVE



PCR-EQUIPMENT TABLE

TABLE (FRONT VIEW)

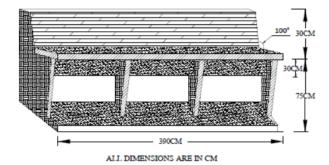
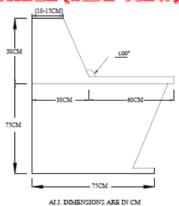
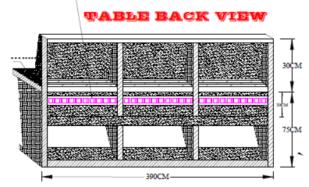


table (Side View)





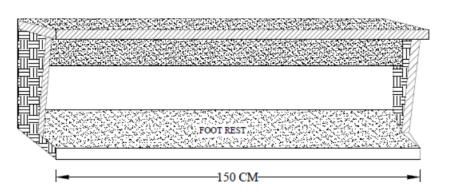


20-POWER POINTS WITH ON/OFF SWITCHS

Annexure-V

edit-equipment table

EDIT ROOM TABLE (FRONT VIEW)



EDIT TABLE (SIDE VIEW)

