

## **Request for Proposal**

**for**

### **Fabrication Work for the Establishment of Center of Excellence at IETE HQ**



#### **The Institution of Electronics and Telecommunication Engineering (IETE)**

2, Institutional Area, Lodhi Road, New Delhi – 110003

Ph: 011-45142104, 106, 153, Ext: 220

Email: [sec.gen@iete.org](mailto:sec.gen@iete.org)

**Website: [www.iete.org](http://www.iete.org)**

This proposal is not an offer by the Institution of Electronics and Telecommunication Engineers, New Delhi, but an invitation to receive offer from vendors. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Institution of Electronics and Telecommunication Engineers, New Delhi with the vendor.

## 1. About IETE

The Institution of Electronics and Telecommunication Engineers (IETE) is a leading professional society of India devoted to the advancement of science and technology in the field of Electronics and Telecommunication, Computer Science & Engineering and Information Technology. The Institution has been recognized as a Scientific and Industrial Research Organization (SIRO) and an educational Institution of National Eminence by Govt. of India.

## 2. Purpose of this Proposal

This proposal is floated for the fabrication work for the establishment of Center of Excellence at the 5<sup>th</sup> floor of IETE HQ building situated at 2, Institutional Area, Lodhi Road, New Delhi – 110003 for entering into a regular relationship with a qualified respondent entity which is willing and able to meet the expectations of IETE.

## 3. Bidding Process

### 3.1. Invitation for Bids

Name of Work	<b>Fabrication work for the Establishment of Center of Excellence at IETE HQ</b>
Date of advertisement of tender	<b>17-04-2021</b>
Earnest Money	<b>Rs. 20,000/- (Rupees Twenty Thousand Only)</b>
Last Date of submission of Sealed Bids (Date and time)	<b>24-04-2021 at 02:00 PM</b>
Opening Date of Technical Bids (Date & Time)	<b>24-04-2021 at 03:00 PM</b>
Opening Date of Financial Bids (Date & Time)	<b>26-04-2021 at 11.00 AM</b>
Date of award of work order to the successful bidder	<b>30-04-2021</b>
Place of bid submission	<b>The Institution of Electronics and Telecommunication Engineering (IETE), 2, Institutional Area, Lodhi Road, New Delhi – 110003</b>

### 3.2. General Information and Instruction to the Bidders

#### 3.2.1. Submission of offers

a) The bid shall consist of the following:

i) Technical information as desired in prescribed format under Annexure – I to Annexure V

**ii) The Price/Financial bid as per Annexure – VI shall be sealed separately in an envelope and shall be in accordance with terms in tender document.**

iii) EMD/Security deposit.

iv) A copy of bid document with all pages signed and stamped at the bottom by the bidders authorized signatory.

v) Envelopes must be sealed and super-scribed as required.

**b) All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as “Not Applicable”.**

**However the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.**

**c) There should not be any overwriting or cutting or interpolation. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder’s authorized person should be recorded on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency’s letter head.**

**d) Bidders must keep their offer open for a minimum period of one Year from the date of opening of the tender, within which the bidders cannot withdraw their offer. However, subject to the period being extended further, if required, by mutual agreement from time to time.**

**e) Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. It may be supported by videos/photographs. The IETE may also independently seek information regarding the performance from these clients and may also visit such sites.**

**f) The bidders are advised to attach any additional information, which he thinks is necessary in regard of his capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless the Institute calls for it.**

**g) If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, IETE, reserves the right to reject such a tender at any stage.**

**h)** All explanatory remarks and clarifications, which the Bidder may desire to make, must be, incorporated in the offer form, failing which the remarks / clarifications shall be ignored and the tender dealt with as it stands.

**i)** Even though agency may satisfy the qualifying criteria, it is liable to disqualify if it has record of poor performance or not able to understand the scope of work etc.

**j)** Prospective bidders may seek clarification regarding the project and/ or the requirements for pre-qualification, in writing through 011-45142104, 106, 153, Ext: 220, 222 or through Email: [sec.gen@iete](mailto:sec.gen@iete), [dysec@iete.org](mailto:dysec@iete.org) or by personal visit from Tender Office, 2, Institutional Area, Lodhi Road, New Delhi – 110003 till 22-04-2021 by 02.00 PM.

**k)** Hard Copy of **original** technical bid along with earnest money deposit (EMD) of Rs. 20,000/- (**DD drawn in favor of Secretary General, IETE, payable at New Delhi**) must be submitted to **The Institution of Electronics and Telecommunication Engineering (IETE), 2, Institutional Area, Lodhi Road, New Delhi – 110003**, on or before last date/time of Bid Submission as mentioned above. Offers sent by Registered post/Courier must reach us before closing date i.e. by **24-04-2021 upto 02:00 PM**. The bid without EMD will be summarily rejected. Late tenders shall not be accepted. The technical bid shall be opened as per schedule in clause (3.1) in presence of bidders who may like to be present.

**l)** Any future clarification and/or corrigendum(s) shall be communicated through Secretary General, IETE on the IETE website: [www.iete.org](http://www.iete.org). The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalization of the tender.

**m)** Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of IETE. Such offers will not be valid quotations. Offers sent through telegram/telex/email, and offers not submitted in the standard formats given in the tender document will be summarily rejected.

**n)** The payment shall be in Indian Rupees and shall be paid as per schedule mentioned in this document without errors and delays. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc. In case the bidder fails to execute the contract, the IETE shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

**o)** Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid(s) is/are liable to be rejected. Bidding through consortium is not allowed.

**p)** *The Secretary General, IETE reserves right to award the work/cancel the award without assigning any reason.* In case of differences, if any, the decision of the Secretary

General, IETE shall be final. The work can be awarded to one or more agencies if need arises.

### 3.2.2. Price Quotation

- a) The bidder shall indicate the prices/rates as specified in the quotation format Annexure-VI.
- b) The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may however, be carried out as per rules and instructions on the subject at the discretion of the Tender Office, IETE, New Delhi.
- c) Bidders should avoid alterations / corrections in the prices/rates submitted by them. However, if alterations / corrections in prices/rates are inescapable each alteration / correction should be duly attested under the full signature of the Bidder/Authorized Signatory.
- d) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- e) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.
- f) The dimensions and the quantity mentioned in the scope of work and in the price bid are tentative. Final bill will be prepared on actual area/quantity worked/supplied against each item. IETE shall have the right to delete the quantity of items partly or completely or add additional items as per requirement which will be assessed during the progress of the work. For new items added rates will be finalized on mutual agreement between the IETE and the successful bidder.
- g) The successful bidder shall get the make, brand & design of items supplied and design & quality of work being executed approved before supply/execution from the appropriate authority of IETE constituted for the monitoring of the project.
- h) IETE reserves the right to allot the work for all items to one vendor or to different vendors for different items.**

### 3.2.3. Security Deposit/EMD

- a) The bidder should enclose **EMD of Rs. 20,000/- (Rupees Twenty Thousand only)** in the form of DD drawn in favor of Secretary General, IETE, payable at New Delhi (validity six month), with the Technical proposal / bid.
- b) The tenders without EMD shall be summarily rejected.

c) The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to the IETE before release of his EMD.

d) Earnest money will be returned to unsuccessful bidders without interest after award of contract or setting aside the tender, as the case may be.

e) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

#### **3.2.4. Acceptance of offer**

IETE reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

#### **3.2.5. Evaluation Process**

Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to Technical prerequisite /criteria and other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility terms and condition of the tender without any material deviation.

The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.

Each proposal would be evaluated in two stages:

Stage I: Technical Proposal evaluation

Stage II: Financial Proposal

##### ***Technical Proposal Evaluation***

As a first step, the Technical proposal submitted by each organization would be assessed against the evaluation criteria set by the Tender Office, IETE. Based on the criteria, each technical proposal would be assigned a score called as Technical Score (TS).

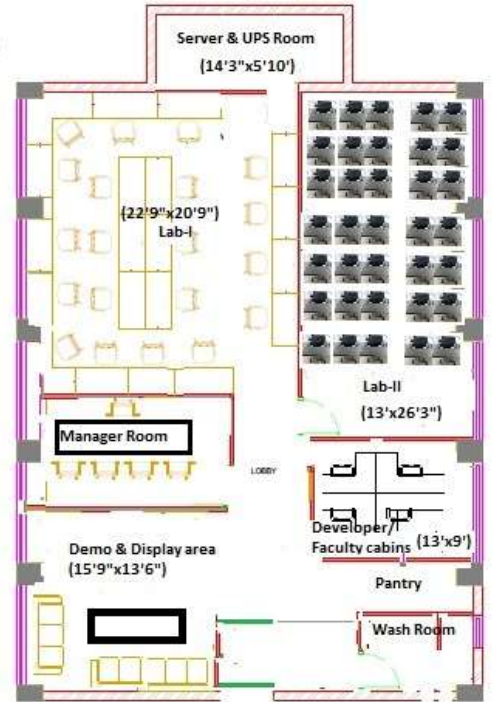
##### **Financial Proposal Evaluation**

In the next step, the financial proposals would be assessed against the evaluation criteria set by the Tender Office, IETE for those proposals which have cleared Technical Proposal Evaluation. Based on these criteria, each of the financial proposals would be evaluated.

**The Bidder with the lowest Financial Proposal would be awarded the contract subject to other terms and conditions of Tender.**

## **4. Scope of work**

- a) Layout Plan : The scope of work is prepared based on the layout plan of the CoE which is given below:



- b) Scope of work for the Fabrication and Setting up of Basic Infrastructure for the Establishment of Center of Excellence at IETE HQ is enlisted below:

S. No.	Work Description	Unit	Quantity (Approx)
<b>1</b>	<b>FLOOR TILING</b>		
	Providing & Laying Vitrified tiles of size 600 mm x 600 mm on to the existing tiles using appropriate good quality adhesive. Joints shall be filled properly with tile grout. Colour and Design pattern (as set by architect/selected by IETE) shall be followed to lay down the tiles.	Sft.	1700
<b>2</b>	<b>PARTITION WORK</b>		
2.1	Providing and fixing 12 mm toughened glass for partitioning of the different cabins as per layout plan. ISI marked good quality SS hinges and brackets to be used wherever required. Glass should be grooved into the floor and ceiling for firmness.	Sft.	800
2.2	Providing and fixing customized film, see through one side and opaque through the other side, on the glass partitioning.	Sft.	400
<b>3</b>	<b>FALSE CEILING</b>		

3.1	P/F seamless 12.5 mm thick gypsum ceiling fixed to the underside of the suspended grid formed of GI perimeter channel of size 20 x 27 x 30 mm fixed along the wall using wood screws & metal expansion plugs. The GI intermediate channel of size 45 x 15 x 0.90 mm shall be fixed to the suspended straphanger/GI ceiling angle at intervals not more than 1220 mm. The suspended GI ceiling angle/straphanger is to be connected with G.I soffit cleat of size 37 x 27 x 251.6 mm & it should be fixed on the roof slab/beam by using metal expansion fasteners of 12.5 mm dia. To the length of 35 mm with screw at top ends, including all drops, coves etc and taping & grouting finishing. Rate to be inclusive of cutting for lights, grills, etc.	Sft.	1700
3.2	Installation of Duct with vents in the false ceiling for 8 Split ACs as per layout plan		
<b>4</b>	<b>DOORS &amp; WINDOWS</b>	No.	
4.1	Removal of old Iron windows and replacing with Aluminum windows with sound proof sealing pads on the right side of the floor similar to windows fitted on the left side of the floor. Size of each window is 7'7" x 4'8".	No.	5
4.2	Providing and fixing of blinds for windows of size 7'7" x 4'8".	No.	10
4.3	Removal of old Iron windows and replacing with Aluminum windows of size 3' x 5'8" in the washroom	No.	1
4.4	Providing and fixing of 10 mm toughened glass Hinge doors of size 7 x 3 feet for Class room, server room and Manager room.	No.	3
4.5	Providing and fixing of 10 mm toughened glass sliding main entry door of size 8 x 5 feet, with provision of biometric/card automatic opening system.	No.	1
4.6	Providing and fixing of 10 mm toughened glass sliding 2 <sup>nd</sup> main entry door of size 8 x 5 feet.	No.	1
4.7	Providing and fixing of 10 mm toughened glass sliding door of size 7 x 5 feet for Lab	No.	1
4.8	Providing and fixing of 10 mm toughened glass hinge door of size 7 x 2 ½ feet for washroom	No.	2
<b>5</b>	<b>PANTRY &amp; TOILET WORKS</b>		
5.1	Providing and installation of floor mounted commode seat with other sensor based hand free accessories, replacing the existing one.	No.	1
5.2	Providing and Installation of Wall tiles in the existing wash room	Sft.	280



5.3	Providing and Installation of urinal pots with sensor based hand free water dispensers	No.	2
5.4	Providing and Installation of sensor based hand free faucet for wash basin in the wash room	No.	2
5.5	Providing and fixing of the granite counter top with SS sink and water tap in pantry area. Edge of the counter shall be provided with stone molding.	Sft	9
<b>6</b>	<b>PAINT WORK</b>		
	Providing & applying plastic emulsion paint on walls, columns & ceilings. The rate shall include scrapping, leveling & preparing the surface. Putty + Primer coat + 3 (minimum) coats to get evenly spread quality finish (roller finish) of approved make, quality & finish shall be provided. Any paint work shall not damage any other finished material on site and Protective layer of such are a must be provided before application.	LS	1
<b>7</b>	<b>DUCT FOR ELECTRICAL AND NETWORK WIRING</b>		
	Providing and fixing under floor/wall GI duct/pipes for electrical cables including ACs and network cables as per layout plan	LS	
<b>8</b>	<b>SWITCH PANELS FOR LIGHT, AC AND OTHER APPLIANCES</b>		
8.1	ISI marked modular switch panels for lights, ACs and other appliances as per layout plan		

## 5. Eligibility Criteria / Prerequisite

**5.1.** The bidder should be a company/ firm registered (minimum 5 years old) in India and having a branch office in Delhi/NCR. The registered agency should be operating in India for a minimum of three years and should have executed at least 3 similar projects. Similar nature of work means design and fabrication of computer labs, Centre of Excellence etc. The documentary evidence in the form of work order/contract, video/photographs and performance report must be enclosed on the client's letterhead. Bidder's past achievements in this regard shall be considered for technical evaluation.

**5.2.** The bidder shall be single point of contract with IETE HQ and shall be solely responsible for the execution and delivery of the work.

**5.3** The bidder should not have incurred any loss during last three years and upto first three quarter of financial year ending 31 March 2021. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years .

**5.4** The bidder' Annual Minimum Turnover during last three years should be **Rs. 50 Lac/ year** or more in India. Turn over should be of the agency bidding and not that of the group to which

company belongs. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. for 2017-18, 2018-19 and 2019–20.

**5.5** The agency should not have been blacklisted by central / state government departments / undertakings or any other autonomous body.

**5.6** The agency shall have to submit a notarized affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the CBI/CCI/Competition Commission of India or any FIR in police against the Proprietor/ firm/ partner of the company (Agency). Indicate any convictions in the past against the company/ firm/ partner.

**5.7** Even though bidders may satisfy the above requirements, they may be disqualified if they have:

- a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
- b) Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- c) If confidential inquiry reveals facts contrary to the information provided by the bidder.
- d) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

**5.8** The bidder should provide the Name and contact details of sole dealing/liaison person who is capable of taking independent decisions and will be responsible for submitting the daily progress report of the work being executed to the Secretary General of the IETE.

## **6. General clauses**

### **6.1. Standard of performance**

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the IETE. The Bidder shall always support and safeguard the legitimate interests of the IETE, in any dealings with the third party. All the material used/provided should be of high quality as and bear adequate warranty.

The vender/bidder shall be liable to pay to the IETE for any financial losses by way of inferior or sub-standard quality of material used.

### **6.2 Applicable Law**

The contract shall be interpreted in accordance with the laws of the Union of India and the Delhi Government. Governing Law and Choice of Forum:

6.2.1 The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi.

6.2.2 Any suit/legal action filed by any third party on account of the supply made by the vendor against any item related/pertaining to this project shall be settled by the vendor at his own cost. IETE will NOT be a party to the same.

### **6.3 Performance Security**

Within 3 days of the Bidder's receipt of notification of award, the successful Bidder shall furnish performance security of 10% of the total order value as demanded by the IETE, valid up to 90 days after the date of completion of the contract.

The proceeds of the performance security shall be payable to the IETE as compensation for any loss(es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by IETE for failure.

The Bidder has to deposit the performance security in the form of Bank Guarantee of a Nationalized Bank, which is valid for the entire period in favour of the IETE.

The Performance Security will be discharged by the IETE and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to performance security, rendering the same valid for duration of the contract as amended for further period of 90 days thereafter.

### **6.4 Governing Language**

The bid & contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

### **6.5 Consortium**

No consortium will be entertained by IETE. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at his end which was formed either to gain entry into the agreement with IETE or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

### **6.6 Penalty Clause / Liquidated Damage**

If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and

entirely attributable to the bidder and not in any way attributable to the delay on the part of IETE, a penalty @ 1.0 % of the bid value of the delayed stage of the item, per day (subjected to maximum 10%) may be imposed and accordingly the time for the next stage be reduced by the IETE, to account for the delay.

If the delay adversely affects the Inauguration/Start of Centre of Excellence the security deposit and performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The IETE may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Bidder.

## **6.7 Prices**

The prices quoted for the items/services shall under no condition change during the period of agreement. Prices for newly added items as required during the execution of the work shall be mutually agreed between the bidder and the IETE.

## **6.8 Subcontracts**

The Bidder shall not sublet / subcontract the awarded contract or part thereof without written consent of the IETE.

## **6.9 Delays in the Bidder's Performance**

The completion of the project as per timeline is the main aspect of the work and which shall be made by Bidder in accordance with the approved time schedule as notified from time to time by the President IETE to the bidder and will become the forming part of the Contract Agreement.

The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the completion of the project, the Bidder shall promptly notify to the IETE in writing the fact of the delay, its likely duration and its cause(s). The IETE will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Bidder's time for execution of said item of work, but in no case extension shall be granted having adverse effect on scheduled start of the Centre of Excellence. Delay on part of the Bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of penalty unless an extension of time is agreed upon.

## **6.10 Termination for Default**

Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 60 days to the other party, terminate the agreement in whole or in part, if:

- (a) The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the other party.

(b) The quality of the delivery of various tasks is not up to the satisfaction of the IETE.

(c) The defaulting party fails to perform any other obligation under the agreement.

The Success of Tender work will be measured by the quality check of the material supplied/used by the committee so formed by the IETE and time of completion of the project. Failure on part of the bidder to execute and complete the work will lead to forfeiture of security deposit and nonpayment of part bills and termination of contract.

In the event of the IETE terminating the contract in whole or in part, the IETE may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Bidder shall be liable to the IETE for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated.

The Bidder shall stop the performance of the contract from the effective date of termination and hand over all the documents, data, equipment etc. to IETE for which payment has been made. The Bidder may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Bidder in the event of termination.

In case of termination of contract, all Bank Drafts/ FDRs furnished by the Bidder by way of Bid Security / Performance Security shall stand forfeited.

In case of suspension/termination, the Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency.

### **6.11 Termination for convenience**

The IETE, by written notice of at least 90 days sent to the Bidder, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the IETE's convenience and also the extent to which performance of the Bidder under the contract is terminated, and the date on which such termination becomes effective.

The IETE shall accept the items/services, which are completed and ready for delivery within 10 days after the Bidder's receipt of notice of termination, at the contract terms and prices.

For the remaining items/services, IETE may elect:

(a) To have any portion completed and delivered at the contract terms and prices; and /or

(b) To cancel the remainder and pay to the bidder an agreed amount for partially completed items/services and for services previously accomplished by the Bidder.

### **6.12 Termination for Insolvency**

The IETE may at any time terminate the contract by giving notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the IETE.

### **6.13 Suspension**

The IETE may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

(a) Shall specify the nature of the failure and

(b) Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

The IETE may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.

### **6.14 Confidentiality**

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the IETE's business or operations without the prior consent of the IETE.

IETE also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "Confidential Information", belonging to the Bidder and which may come into the possession or custody of IETE in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. *(subject to provisions of the law of the land).*

### **6.15 Force Majeure**

Notwithstanding anything contained in the Bid Document, the Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it' delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the IETE, regarding Force Majeure shall be final and binding on the Bidder.

If a Force Majeure situation arises, the Bidder shall promptly notify to the IETE in writing, of such conditions and the cause thereof. Unless otherwise directed by the IETE in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The IETE may, terminate this agreement by giving a written notice of a minimum 15 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 30 days.

## **6.16 Resolution of Disputes**

The IETE and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract.

If, after 20 days from the commencement of such informal negotiations, the IETE and the Bidder are unable to resolve, amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism in all matters and disputes arising there under, the sole arbitrator shall be appointed by the IETE, who shall decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, both the Bidder and the IETE shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the IETE or the Bidder to interfere in or prevent normal functioning of the Project.

## **6.17 Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Delhi only.

## **6.18 Interpretation**

In these Terms & Conditions **References** to laws shall mean the applicable laws of India and references in the singular shall include reference in the plural and vice versa.

References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender.

The headings are inserted for convenience and are to be ignored for the purposes of construction.

Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.

In case of any inconsistency between this tender and the Bid made to IETE the terms of this Tender shall prevail. In case the tender is silent on the items contained in the bid, the decision of IETE shall be final & binding on the Bidder/ Bidders.

## **7. Quotation Formats**

The following forms are required to be used for submission of bid –

Annexure I	:	Bid Form
Annexure II	:	Check List
Annexure III	:	Particulars and qualifications of the bidders
Annexure IV	:	Details of work under execution or awarded
Annexure V	:	Undertaking (on Rs.10 Non Judicial stamp duly notarized)
Annexure VI	:	Price Bid (in separate sealed Envelope)



**Annexure I: Bid Form**

Reference No.: .....

FILE NO. ....

Name of the firm of the renderer

The Secretary General  
The Institution of Electronics and Telecommunication Engineers  
2, Institutional Area, Lodhi Road

New Delhi - 110003

Dear Sir,

I / We hereby submit our tender for *Fabrication work for the Establishment of Center of Excellence at IETE HQ*. I / We have enclosed the security deposit of Rs. **20,000/- (Rupees twenty Thousand only) (Refundable)** in the name of the Secretary General IETE payable at New Delhi, No. \_\_\_\_\_ dated. \_\_\_\_\_ Issued from Bank \_\_\_\_\_ dated. \_\_\_\_\_.

I / We hereby agree to all the terms and conditions, stipulated by the IETE, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.

I / We have noted that overwritten entries shall be deleted unless duly struck out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).

I / We undertake to sign the contract / agreement if required within 03 (Three days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our/ my security money deposited may be forfeited and our / my name may be removed from the list of service providers / suppliers at the IETE.

I / We agree to abide by this bid for a period of 120 (Number) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.

**NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC. HAVE BEEN INDICATED IN THE QUOTATION FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.**

Yours faithfully

Signature of the Authorized Signatory of Bidder Full Address and Company Seal

Date:

Witness-1 \_\_\_\_\_ Witness-2 \_\_\_\_\_

## **Annexure II : Checklist**

**Please ensure that your offer contains the following Documents:**

EMD	:	Rs. 20,000/- (Rs. Twenty Thousand only)
Annexure I	:	Bid Form
Annexure II	:	Checklist
Annexure III	:	Particulars and qualifications of the bidders.
Annexure IV	:	Details of work under execution or awarded.
Annexure V	:	Undertaking (on Rs.10 Non Judicial stamp duly notarized)
Annexure VII	:	Price Bid (in separate sealed envelope)

A copy of the bid document with all pages signed and stamped at the bottom by the bidder's authorized representative

**Covering envelope sealed with superscription in prescribed format containing Phone, Mobile and email ID.**

Signature of the Authorized Signatory of Bidder Full Address and Company Seal

Date:

**Annexure III: Particulars and qualifications of the bidders.**

*Particulars of the organization*

**1. Organization**

Name \_\_\_\_\_

Year of Incorporation / Registration in India \_\_\_\_\_

Year of Start of Operation in India \_\_\_\_\_

TIN No. \_\_\_\_\_

PAN No. \_\_\_\_\_

GST NO.  
\_\_\_\_\_

Registered Office Address \_\_\_\_\_

Legal Status of the Firm (Company / Firm / Proprietorship/ Others) \_\_\_\_\_

Telephone No. (s) \_\_\_\_\_

Mobile Nos. \_\_\_\_\_

Fax No. (s) \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

**2. Annual Turnover for Last 3 years**

(Please attach Balance-Sheet or Income-Expenditure and Assets-liabilities status position during these 3 Years, duly audited by Chartered Accountant/ Statutory Auditors):

2017-18 \_\_\_\_\_

2018-19 \_\_\_\_\_

2019-20 \_\_\_\_\_

**3. Details of Sole Contact Person who will be dealing with the project**

Name \_\_\_\_\_

Designation \_\_\_\_\_

Mobile Nos. \_\_\_\_\_

Email: \_\_\_\_\_

**4. Particulars of EMD**

Name of the Bank \_\_\_\_\_

Address of Bank branch, issuing the DD \_\_\_\_\_

Code No. of Bank Branch \_\_\_\_\_

Amount of DD \_\_\_\_\_

DD No. & Date \_\_\_\_\_

Valid up to (Date) \_\_\_\_\_

**5. Details of authorized Signatory (Please enclose the original authorisation certificate)**

Name \_\_\_\_\_

Designation \_\_\_\_\_

Mobile Nos. \_\_\_\_\_

Email: \_\_\_\_\_

Signature of the Authorized Signatory of Bidder Full Address and Company Seal

Date:



**Annexure V: Undertaking (on Rs.10 Non Judicial stamp duly notarized)**

**Undertaking**

I/We hereby undertakes that :-

I/ We hereby submitted our tender for *Fabrication work for the Establishment of Center of Excellence at IETE HQ.*

I / We have enclosed the EMD in the shape of DD of Rs. **20,000/- (Rupees Twenty Thousand only) (Refundable)** in the name of the Secretary General, IETE. DD No. \_\_\_\_\_ dated. \_\_\_\_\_ Issued from Bank \_\_\_\_\_.

I / We hereby agree to all the terms and conditions, stipulated by the IETE, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value. I/ We have noted that overwritten entries shall be deleted unless duly out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed). I / We undertake to sign the contract / agreement if required within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our / my security money deposited may be forfeited and our / my name will blacklisted by the IETE, . I / We agree to abide by this bid for a period of 120 (Number) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. I / We understand that you are not bound to accept the lowest or any bid you may receive. I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC. HAS BEEN INDICATED IN THE QUOTATION FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully

Signature of the Authorized Signatory of Bidder Full Address and Company Seal

Date:

Witness-1 \_\_\_\_\_ Witness-2 \_\_\_\_\_

## Annexure VI: Financial Bid

I/ We hereby submit our Financial Bid for the *Fabrication and Setting up of Basic Infrastructure for the Establishment of Center of Excellence at IETE HQ.*

**Note: Bidders must provide specifications, make, and model with photographs for quoted items wherever necessary. Use separate sheet wherever required.**

S. No.	Work Description	Unit	Quantity (Approx)	Rate	Amount (In Rs.)
<b>1</b>	<b>FLOOR TILING</b>				
	Providing & Laying Vitrified tiles of size 600 mm x 600 mm on to the existing tiles using appropriate good quality adhesive. Joints shall be filled properly with tile grout. Colour and Design pattern (as set by architect/selected by IETE) shall be followed to lay down the tiles.	Sft.	1700		
<b>2</b>	<b>PARTITION WORK</b>				
2.1	Providing and fixing 12 mm toughened glass for partitioning of the different cabins as per layout plan. ISI marked good quality SS hinges and brackets to be used wherever required. Glass should be grooved into the floor and ceiling for firmness.	Sft.	800		
2.2	Providing and fixing customized film, see through one side and opaque through the other side, on the glass partitioning.	Sft.	400		
<b>3</b>	<b>FALSE CEILING</b>				

3.1	P/F seamless 12.5 mm thick gypsum ceiling fixed to the underside of the suspended grid formed of GI perimeter channel of size 20 x 27 x 30 mm fixed along the wall using wood screws & metal expansion plugs. The GI intermediate channel of size 45 x 15 x 0.90 mm shall be fixed to the suspended straphanger/GI ceiling angle at intervals not more than 1220 mm. The suspended GI ceiling angle/straphanger is to be connected with G.I soffit cleat of size 37 x 27 x 251.6 mm & it should be fixed on the roof slab/beam by using metal expansion fasteners of 12.5 mm dia. To the length of 35 mm with screw at top ends, including all drops, coves etc and taping & grouting finishing. Rate to be inclusive of cutting for lights, grills, etc.	Sft.	1700		
3.2	Installation of Duct with vents in the false ceiling for 8 Split ACs as per layout plan				
<b>4</b>	<b>DOORS &amp; WINDOWS</b>	No.			
4.1	Removal of old Iron windows and replacing with Aluminum windows with sound proof sealing pads on the right side of the floor similar to windows fitted on the left side of the floor. Size of each window is 7'7" x 4'8".	No.	5		
4.2	Providing and fixing of blinds for windows of size 7'7" x 4'8".	No.	10		
4.3	Removal of old Iron windows and replacing with Aluminum windows of size 3' x 5'8" in the washroom	No.	1		
4.4	Providing and fixing of 10 mm toughened glass Hinge doors of size 7 x 3 feet for Class room, server room and Manager room.	No.	3		



4.5	Providing and fixing of 10 mm toughened glass sliding main entry door of size 8 x 5 feet, with provision of biometric/card automatic opening system.	No.	1		
4.6	Providing and fixing of 10 mm toughened glass sliding 2 <sup>nd</sup> main entry door of size 8 x 5 feet.	No.	1		
4.7	Providing and fixing of 10 mm toughened glass sliding door of size 7 x 5 feet for Lab	No.	1		
4.8	Providing and fixing of 10 mm toughened glass hinge door of size 7 x 2 ½ feet for washroom	No.	2		
<b>5</b>	<b>PANTRY &amp; TOILET WORKS</b>				
5.1	Providing and installation of floor mounted commode seat with other sensor based hand free accessories, replacing the existing one.	No.	1		
5.2	Providing and Installation of Wall tiles in the existing wash room	Sft.	280		
5.3	Providing and Installation of urinal pots with sensor based hand free water dispensers	No.	2		
5.4	Providing and Installation of sensor based hand free faucet for wash basin in the wash room	No.	2		
5.5	Providing and fixing of the granite counter top with SS sink and water tap in pantry area. Edge of the counter shall be provided with stone molding.	Sft	9		
<b>6</b>	<b>PAINT WORK</b>				
	Providing & applying plastic emulsion paint on walls, columns & ceilings. The rate shall include scrapping, leveling & preparing the surface. Putty + Primer coat + 3 (minimum) coats to get evenly spread quality finish (roller finish) of approved make, quality & finish shall be provided. Any paint work shall not damage any other finished material on site and Protective layer	LS	1		

<b>7</b>	<b>DUCT FOR ELECTRICAL AND</b>				
	Providing and fixing under floor/wall GI duct/pipes for electrical cables including ACs and network cables as per layout plan	LS			
<b>8</b>	<b>SWITCH PANELS FOR LIGHT, AC AND OTHER APPLIANCES</b>				
8.1	ISI marked modular switch panels for lights, ACs and other appliances as per layout plan				

**Total estimated project cost (excluding GST) is Rs. \_\_\_\_\_**  
**(amount in Words).**

**Note:**

- 1) Final bill will be prepare as per actual measurements/quantity fabricated/supplied as per rates mentioned.**
- 2) Material/items not mentioned above but required as assessed during the execution of the project will be charged extra. Rates/amount of such items will be decided/ agreed mutually as and when required.**

Signature of the Authorized Signatory of Bidder Full Address and Company Seal

Date: