

GENERAL RULES AND INSTRUCTIONS TO THE BIDDER

1. The sealed offers should be submitted to International Centre for Genetic Engineering and Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110 067. No offer will be accepted by email or FAX.
2. Offer should be submitted as per prescribed form only i.e. as per documents downloaded from ICGEB website and have to be duly filled and submitted and no other format shall be used and it shall be submitted in your letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed in this document shall be liable for rejection.
3. The Sealed Bids should reach, **Procurement Manager, International Centre for Genetic Engineering & Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110067** by October 23, 2017 up to 5 PM .
4. The ICGEB's decision in the selection process is final and will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of an offer will rest with the ICGEB which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
5. Offers which are incomplete in any respect are liable to be rejected.
6. Canvassing in connection with bid is strictly prohibited and the offers submitted by the applicants who resort to canvassing will be liable for rejection.
7. Conditional offers shall be rejected.
8. The Bidder shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. Contact person: Mr. Joby John (Tel. 26741361 / 26741358)
9. During the course of evaluation if found necessary ICGEB may seek supplementary details and the same shall be submitted within the stipulated time. Non – submission of such details in time may render such applications for disqualification from further evaluations.
10. Voluntary submission of the supplementary price bid shall not be accepted and supplementary details shall be limited to the details sought for by ICGEB only. Any other un-related price variations furnished in supplementary details/price bids shall not be recognized and might be liable for rejections if undue information are furnished.
11. Costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, or site visits shall not be reimbursed by ICGEB.
12. Applications received after the due date and time are liable for rejection.
13. ICGEB suggests to keep all entries in bid documents in one ink. All cancellation and insertion should be duly signed by bidder concerned.
14. The rate should be quoted in figures as well as in words. The price of for Supply, Placement and Commissioning will be in INR.
15. In case the rate quoted in figures differs from those quoted in words, the rates quoted in words will be taken as the tendered rate and shall be binding on the bidder.

16. The Bidder shall note that the rate quoted for Chiller the INCOTERMS shall be (DDP) Delivery Duty paid at ICGEB site including loading/unloading and all charges. However, any other GST, Freight Charges or any other related charges should be mentioned separately in BOQ (Annexure-I)
17. No alterations or additions are to be made by the OEM/Agency/Contractors/Dealers to this bid document. Violation of this instruction will attract rejection of the bid at the discretion of the ICGEB.
18. Your offer shall remain valid for a period 90 days from the date of opening of bid.
19. ICGEB shall not be responsible for any postal/courier delays held for submission of Bid document.
20. If any bidder withdraws his bid before the said period or makes any modifications in the terms and conditions of the bid which are not acceptable to ICGEB, then the ICGEB shall, without prejudice to any other right or remedy, be at liberty to reject the offer.
21. All the parts of this bid i.e., General rules and Instructions to bidders – Annexure - A, Bill of Quantity (BOQ) – Annexure - I, shall form a part of the contract document.
22. The bidder shall note that the work needs to be carried out at ICGEB site and no damage shall be carried out to the existing fittings and fixtures, the glass façade etc However, any damage caused to any of the fittings/fixtures/building shall be rectified by the bidder at their own cost.
23. The selected contractor has to work between 9.00 AM to 5.00 PM from Monday to Friday. Approval should be taken for any extension of working hours in advance from the concerned authority at ICGEB.
24. Performance Guarantee: The bidder whose bid is accepted , will be required to submit 10% of the total tendered amount in the form of Bank Guarantee from a nationalised/scheduled bank within the period of 15 days from issue of purchase order. The above 10% is towards satisfactory completion of work, performance guarantee shall be valid for a period of one year from the date of successful completion of work and handing over the functional system to ICGEB. ICGEB shall not be liable to pay any bank charges, commissions or interest.
25. Extra Items: During the execution of work, the contractor may require to execute certain additional/extra items in order to complete the job/works beyond the BOQ for which no rates are available. The payment for such extra/deviated items shall be paid as per rate approved based on rate analysis. The cost component for rate analysis shall be (i) cost of material (ii) cost of direct labour (iii) contractor over heads & profit 15%. Before execution of extra work, the rate analysis may be forwarded to A.O duly certified by the ICGEB representative for approval of the Director, ICGEB. No post facto approvals will be entertained.
26. Completion Time: The time shall be the essence of this contract and entire work as titled above is to be completed in all respects within a period of 2 (two) months from the date of issue of PO. It includes supply of items and installation and commissioning.
27. The bidder should furnish valid GST certificate and Permanent Account Number (PAN) issued by local government authorities.
28. Bidder must quote for all items as listed in the specifications. The specifications of the total system shall be as per specifications or better.
29. Bidder has to comply with each and every line item of this BOQ – Annexure - I.
30. Any additional details about compliance, non-compliance (Deviation) or additional feature about quoted items must be described separately.

31. Bidder has to take up the contract on turnkey basis job, i.e. procurement, installation and commissioning of the entire system (all elements included) to the entire satisfaction of ICGEB.
32. In case any bidder not meeting technical specifications for any system/sub-system as per bid, it should be clearly mentioned separately in the offer specifying details of deviation.
33. Bidders will quote all the items as per specification in the offer. Part offer will be rejected.
34. If any item is not quoted in price bid by the bidder and it is required to implement this project, bidder will supply all the required items without paying any extra cost as this is a turnkey job.
35. Bidder will lay and supply all types of mandatory accessories required to complete the placement and commissioning of chiller will be the responsibility of supplier. If there are any surplus items left, it would be surrendered to ICGEB after completion of installation.
36. Warranty support: Warranty Terms all goods/materials (including Cabling)/Labour work shall be supplied/carried out strictly in accordance with the specifications. All materials supplied by the Bidder shall be guaranteed to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials for a period of one year after successful commissioning of the entire system. The Bidder shall be responsible for the warranty support and also for the post warranty support and as required by the ICGEB.
37. Local office: Bidder/Contractor shall have Delhi / NCR based local office with a full-fledged support facility.
38. The cost of the repairing or replacement of faulty part/component/device has to be entirely borne by the Bidder during warranty period.
39. In the event of fault originating with the design, material arising at any time during the warranty period, the Bidder shall replace as may be warranty period, necessary to ensure the material should function in accordance with the specification and to fulfil the foregoing Warranty without any delay.
40. The Bidder shall warrant that every work executed under the contract shall be free from all defects and faults in material, workmanship etc during warranty period.
41. In the event, 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. ICGEB shall notify the Bidder giving full details of difference / variations. The Bidder shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of ICGEB, the action required to correct the deficiency. Should the Bidder fail to attend meeting at site within the time specified above, ICGEB shall be at liberty to rectify the work/materials and Bidder shall reimburse ICGEB all costs and expenses incurred in connection with such trouble or defect with appropriate penalty.
42. All expenses related to part/component/device, including hiring of specialized technical expertise and shipment of faulty material to and from the campus, in case required, has to be borne by the Bidder during warranty period.
43. After repairing or replacement of the part/component/device, the Bidder needs to put the same into operation.
44. Complaint Registration: Complaint shall be sent by Email, telephone or by any other means. The bidder should provide name, address and telephone number of the contact person in Delhi/NCR who shall be available 24 hours 7 days (other than site engineer) to be contacted. It is desirable to provide Office & mobile telephone numbers of site engineer.

45. Response Time: The bidder should attend the call immediately on receipt of the complaint and repair the system within 3-4 hours of the receipt of the complaint. If it is not possible to repair the system within stipulated time frame, the bidder should replace within 6 hrs the defective part. The original defective part may be repaired and replaced later on at the earliest
46. ICGEB or any Team constituted by ICGEB reserves the right to inspect all active/Passive equipment/material procured/provided under this project. The cost of-site tests, if any, shall be borne by the Bidder. Any inspected goods that fail to conform to the specifications after installation and commissioning, the ICGEB may reject them and the Bidder shall have to replace the rejected goods. Inspection of all materials shall be done at site by the Engineer-In-Charge. Installation of all machines/equipment/accessories will be carried out only after approval by the concerned authority.
47. Final Acceptance Test (FAT): Final Acceptance Test (FAT) will be done after Installation of the equipment/Material in accordance with the requirements as mentioned in the contract, Final Acceptance Test will be conducted after successful testing and commissioning of the Chiller at the ICGEB Site. Performance of the machine shall be revisited during peak summer season i.e.100% load. If any variance is found, then OEM shall be held responsible to provide necessary solution within 2 days.
48. The date on which successful commissioning of the machine and system is agreed to by ICGEB shall be deemed as the date of successful commissioning of the Equipment/Material.
49. Any delay by the bidder to complete the entire work within the time period committed by him in his bid shall make the Bidder liable for imposition of appropriate Penalties.
50. Chiller system with all the equipment, accessories and other required items for commissioning are to be inspected by the concerned authority before installation of chiller at ICGEB campus. The readiness is to be informed for this inspection.
51. Training: - Bidder will provide training of Minimum 15 days to the technical team of ICGEB for operation and day-to-day maintenance of the system
52. The system will be considered as installed and accepted only after successful uninterrupted operation of the entire system at site for a minimum period of 7 days. The entire system should be re-checked, re-tested and re-certified during the peak summer season.
53. Service support & Comprehensive Maintenance Contract charges (CMC):
54. After completion of one-year warranty, bidder will offer year wise comprehensive / Non-Comprehensive AMC charges from second year onwards. Please mention the charges separately in the Price Bid for Year wise comprehensive / Non-Comprehensive AMC.
55. Installation, placement and commissioning is in the scope of contract.
56. Bidder will provide detailed time lines for Delivery, placement, commissioning and acceptance schedule along with financial bid.
 - a) Time required for delivery after placement of order.
 - b) Time required for placement & commissioning after supply.
 - c) Time required for getting our acceptance after commissioning.
57. Penalty Clause - Failure to complete the Supply/Installation/testing /Commissioning/Acceptance within the time period specified in the purchase order, ICGEB may without prejudice to its other remedies under the agreement, levy as penalties a sum equivalent to 0.7% per week if complete order does held within the stipulated time until actual delivery of performance.

58. Jurisdiction - The Contract shall be construed in accordance with and governed in every respect by the laws of India and all actions arising out of or connected with the Contract shall be brought in the Courts of Delhi.

COMMERCIAL AND PAYMENT TERMS

BILL OF QUANTITY – AS PER ANNEXURE - I

The bidder may submit the Financial Bid as detailed below:-

Chiller Supply
Currency – INR

The prices quoted by bidder should be for delivery upto DDP, ICGEB, New Delhi including any GST, freight, loading/unloading and all other related charges. However these charges may be mentioned separately in the BOQ (Annexure-1) excluding govt duties and all other taxes (kindly mention the percentage separately in Bill of Quantity).

Installation, Placement and Commissioning
Currency – INR

(The authorized dealer MUST attach authorization letter for sales and service duly issued by OEM with one year validity)

The rates/prices should be inclusive of all material cost, labour, services, charges for the plant / machinery / tools & tackles required for work, freight, Insurance, but exclusive of GST, levies up to ICGEB site basis, however, kindly mention the percentage separately in Bill of Quantity (Annexure – I).

- Warranty: - Bidder must give a warranty of one year on site from the date of acceptance of the entire system after successful commissioning with all the sub components used in the project. The warranty is comprehensive with spares and it does not include consumables etc.
- ICGEB reserves the right to issue the purchase/work order for the supply, installation, placement and commissioning of the chiller without optional items mentioned in BOQ without assigning any reason.
- All the bidders should quote as per "ANNEXURE – I – BILL OF QUANTITY".
- Storage of materials: The contractors shall make use of existing facilities with due permission of ICGEB for storage of materials at site.

PAYMENT TERMS

The payment shall be made on submission of the bills and other relevant mandatory documents by the bidder after due certification by the ICGEB authorized official in the following manner:-

For Supply of Chiller (Item#1 of Bill of Quantity):

25% advance on submission of Performance Bank Guarantee (refer to clause no.22) and balance 75% after completion of satisfactory installation, placement and commissioning of chiller at ICGEB Site.

The payment will be subject to fulfilment of warranty obligations. The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed.

Payment shall be made within 30 days of the submission of invoices.

IMPORTANT INFORMATION

Enclosures Checklist	
a)	Must attach authorization letter on OEM's letter head in original duly signed and stamped by OEM
b)	Attaching one copy of similar latest work order shall be added advantage
c)	Attaching a copy of work latest completion certificate shall be added advantage
d)	Attach last two year's audited balance sheet duly authorized by Chartered Accountant
e)	Entire General Conditions – Annexure A duly signed & stamped by the bidder as a token of acceptance.
f)	Attach Technical Data Sheets/Catalogues for the major equipment
g)	Attach GST Certificate with valid registration number
h)	Bill of Quantity – Annexure - I
Last Date and time for Bid Submission	<u>23.10.2017 on or before 17:00 hours</u> (Bids received after this date and time will not be accepted)
Address at which Bid is to be submitted	Procurement Manager, International Centre for Genetic Engineering & Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110067.

You are requested to sign and stamp copy of this document on all pages along with all annexures as an agreement of all the clauses.

Signature _____

Name _____

Address _____