TENDER DOCUMENT

FOR

**LABORATORY SPACE, BASEMENT, NEW BUILDING**

 **ICGEB CAMPUS**

AT

INTERNATIONAL CENTRE FOR GENETIC ENGINEERING & BIOTECHNOLOGY (ICGEB)

Aruna Asaf Ali Marg, New Delhi – 110067

Website: [www.icgeb.res.in](http://www.icgeb.res.in)

**Notice Inviting Tender (NIT) No: ICGEB/Laboratory Space, Basement, New Building/2018**

**IMPORTANT INFORMATION**

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| **Name of the Work** | Laboratory Space, Basement, New Building, ICGEB Campus |
| **Earnest Money Deposit (EMD)** | **Rs. 50,000/-** (Rupees fifty thousand only) in the form of a demand draft to be drawn in favour of **International Centre for Genetic Engineering & Biotechnology payable at New Delhi**. |
| **Distribution of Tender Document** | The tender document can be downloaded from the website and used for submission. |
| **Site Visit** | Interested Bidders may visit the work site prior to submission of quotes.For site visit, please contact Ms. Gita Prakash, Component Manager, Tel: 26741358, 26742357 on any working day (Monday to Friday) between 10:00 to 17:00 hours. |
| **Last Date and time for Bid Submission** |  **Friday, 9th November, 2018** on or before 15:00 hours**(Bids received after this date and time will not be accepted)** |
| **Address at which****Bid is to be submitted** | Component Manager, International Centre for Genetic Engineering & Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110067.The Bid is required to be submitted by courier or in person along with all the specified documentation and EMD. Bidder is requested to obtain due acknowledgement of submission of proposal. |

**GENERAL CONDITIONS OF TENDER:**

* 1. **Submission of Tender**: Tenders should be submitted in sealed envelopes in two Parts separately,i.e. **“Technical bid” (Part-A)** and **“Price bid” (Part-B).** Both the parts should be further sealed in an envelope super-scribing NIT No & name of work, bidders name & address. The tender duly filled in may be sent to above mentioned address either by post/courier or hand delivered at the **reception after ensuring that due entries are** **made in the register kept at the reception**. **It should not be handed over to any employee of the centre. No tender shall be accepted later than the time schedule specified above.**

**Any clarifications/amendments/corrigenda etc., to NIT before last date of submission of bid will only be available on our website: www.icgeb.res.in. Therefore bidders are advised to keep visiting our website.**

1. **Technical Bid (Part-A):** In this bid, the bidder should submit covering letter on company’s letterhead, company profile, list of plant, machinery & tools in his possession, copies of similar work orders successfully executed during the last five years. **No deviations in respect of NIT conditions are acceptable.**

The following specific conditions are essential for technical qualification:-

* + 1. Earnest Money Deposit. An EMD of Rs 50,000/- (Rupees fifty thousand only) to be submitted with the technical bid. Companies registered with National Small Industries Corporation Ltd. (NSIC) will be exempted from submission of EMD, However they have to furnish the documents certifying that they are registered under NSIC for the category of civil construction work, or similar work.
		2. All the pages of NIT (including blank Price Bid) duly signed & stamped by the bidder as a token of acceptance of the NIT conditions.
		3. Copies of PAN and GST Registration.
		4. Copies of work order and its completion certificates of similar works executed successfully during the last 5 yrs. in Govt., Public sector, Autonomous body, reputed Public Ltd. Company or institutes of similar nature.
	1. ICGEB reserves the right to visit the sites mentioned by the bidders. The bidder will have to arrange for such visits.
1. **Price Bid (Part-B):** In this bid the bidder is required to quote his item rates in the BOQ Attached in accordance with the scope of work, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e. should include all material cost, labour, services, plant/machinery/tools & tackles, ladders, transport charges etc. GST / CGST should be quoted separately. Nothing over and above these rates shall be payable to the contractor. Further nothing extra in rates will be considered for any variations in tender quantities or due to any site difficulties. It is mandatory for the bidder to quote for all items rate as asked for in the BOQ/ PRICE schedule. Failure in not filling some item rates will lead to rejection of the tender. The bidders should quote unconditional rates, neatly written without any overwriting and all pages should be duly signed & stamped. **Please note that the financial bids of only those bidders will be considered for opening whose technical bids qualify the technical evaluation.**
2. **Tax Liabilities:** Payment of any statutory direct or indirect taxes at the contractor’s end, arising out of transactions due to this contract, will be solely the contractor’s responsibility.
3. **Earnest Money:** An earnest money of Rs 50,000/- (Rupees fifty thousand only) has to be enclosed along with the Technical Bid(Part-A). The EMD shall be only in the form of Bank Draft in favour of ‘International Centre for Genetic Engineering and Biotechnology’, payable at New Delhi. No Cheques/Cash shall be accepted as EMD. The refund of EMD (without interest) to the bidders will be made after placement of order to the successful bidder.
4. **Validity of Tender:** Tender shall be valid for our acceptance without any change in rates and NITconditions for a period of 120 days from the date of opening of price bid.
5. **Escalation:** No escalation over and above items rates quoted by the bidder shall be paid during theexecution of contract.
6. **Completion time:** The time shall be the essence of this contract and the entire work as titled above is tobe completed in all respects within a period of **(45 days) from the date of issue** of LOI / Work order by the Centre. Any delay in completing the work for reasons attributable to the Contractor is liable for liquidated damages as per clause# 15 of NIT. Under the force-majeure conditions or delay due to reasons beyond control of the contractor, ICGEB may grant suitable time extension for which the contractor has to request along with the justification/ reasons well in advance to the Director, ICGEB for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of the Director (ICGEB) will be final and binding on the bidder/contractor.
7. **Scope of Work:** Detailed scope of work is enclosed with this NIT. Contractor should carefully go through the same before filling rates. **In case of any conflict arising between the provisions of the General Conditions mentioned in this NIT and a particular Special Condition of contract, the provisions of the Special Conditions will prevail**.
8. **Deviations:** No deviation from the stipulated terms and conditions will be allowed. Tender will beunconditional.
9. **Site Conditions:** Contractor shall acquaint himself fully with the site conditions and the workingenvironment of ICGEB before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the works.
10. **Correspondence:** All the correspondence in respect of tender/contractual obligation shall be madeto Component Manager, ICGEB, Aruna Asaf Ali Marg, New Delhi-110067.
11. **Terms of Payment:** The payment shall be made on submission of the bills in proper format by thecontractor after due certification by the project consultant and or ICGEB official responsible for supervision of the work. **The** **contractor can submit one interim bill and one final bill after completion of work for claiming payment based on actual quantities of items of work executed as per BOQ. The maximum value of the interim bill will be limited to 40% of the total work order value. However, before submission of the interim bill, the contractor must ensure that the value of the executed work and or material delivered at the site should match with the value of the interim bill. The final bill will be cleared only after satisfactory completion of work and site clearance.**
12. **Labour Laws:** The contractor will abide by all the rules and regulations related to labour laws,accident, workmen compensation act, workmen insurance etc. This will be the sole responsibility of the contractor. ICGEB will not be a party at any stage in any of the disputes relating to the above. In case, ICGEB has to bear any expenditure due to non-conformance of above provisions by the contractor, the same will be recovered from the contractor’s bills.
13. **Rules governing the Contractor’s employees working in the ICGEB Premises:** Thecontractor’s employees working inside the ICGEB campus will abide by the Centre’s rules & regulations for works inside the campus. Any damage to the ICGEB property due to mishandling, carelessness on the contractor’s or his workmen’s part will be recoverable from the contractor’s bills. The contractor shall be fully responsible for the safety and security of his workers.  No compensation shall be payable by ICGEB in case of any accident/death of any of them while carrying out the work, awarded through this work order, in the ICGEB premises.
14. **Liquidated damages:** In case the work is delayed beyond the specified completion periodfor reasons attributable to the contractor, deductions on account of liquidated damages @1% of the contract value per week will be deducted subject to a maximum of 10% of the contract value. However, ICGEB also reserves the right to get the work done by any other contractor at the risk and cost of the existing contractor and amount to that effect will be deductible from his bills/dues.
15. **Extra or substituted item**: If any extra or substituted item appears in the work, contractorshall submit its rate analysis supported with documents which shall be approved by ICGEB. If required, ICGEB can make its own analysis based on DSR document of CPWD or based on market rates for determining item rate.
16. **Defect Liability period**: Defect liability period shall be One Year from the date ofcompletion of work. Any defect arising in this period due to contractor’s fault will be rectified by him at his own cost. Failure to do so shall lead to forfeiture of the security deposit.
17. **Security Deposit:** 10% of the total cost of work will be retained towards the security deposit and will be released (without interest) only after the defect liability period.
18. Contractor will take due permission for entry of all his workmen in ICGEB. No un-authorised person will be allowed to work inside.
19. The contractor will provide for all necessary materials, tools, equipment, access ladders, measuring instruments and working consumables etc. needed for execution of the works. Safe custody of all such material will be contractor’s sole responsibility. No extra charges will be paid for the same. Watch and Ward of all material till the work is taken over by ICGEB shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.
20. During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant IS codes and CPWD specifications to avoid accidents/damages to man, machines and buildings at his own cost. Contractor will have to make his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.
21. Manpower deployed by the contractor at our site for carrying out contract works is strictly prohibited being associated with any other works on the campus. No labour hutments/ jhuggis/ camps shall be allowed within ICGEB campus.
22. No material belonging to the contractor whether consumable or non-consumable should be brought inside the ICGEB campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Centre.
23. During execution of the work, contractor should dispose-off waste material outside the ICGEB Campus on regular basis and should keep the area of work properly cordoned off and neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill.
24. Tender once submitted will remain with the Centre and will not be returned to the bidders.
25. After award of work, contractor will immediately make a work program in consultation with the concerned official at ICGEB as to which activity is to be done in which sequence. Thereafter, contractor will carry out the work in that sequence.
26. Contractor will keep one qualified and experienced supervisor at site at all times to look after the work and interact with ICGEB officials for execution of work. If work at site is proceeding without proper supervision from the contractor’s side, that work will be rejected and will not be measured and paid.
27. ICGEB can make minor alterations in the scope of work during execution of work as per site conditions and new requirements. Contractor will have no extra claim in rates as well as time extension on this account. However, in case of major changes, suitable time extension can be given to the contractor on the request of the latter.
28. Contractor will follow the provision of all prevalent labour laws, acts of central and local Govt. and shall be fully responsible for any violation in this regard. Contractor shall maintain proper attendance register, wage records and shall present them to the Centre whenever asked for. ICGEB can recover money from contractor’s bills if it has to incur some expenditure in this respect.
29. **Termination of Contract:-** The Director, ICGEB reserves the right to terminate the contracton account of poor workmanship, failure to mobilize site within 15 days, non-compliance of set specifications for the works, abnormal delay in progress of work, violation of any contract provisions by the contractor. The contract can also be terminated at the request of contractor. In such cases the contractor is liable to pay Liquidated damages @ 5% of tendered value besides security deposit.
30. **Any dispute arising out of this contract will be subjected to jurisdiction of Delhi.**
31. ICGEB **reserves the right** to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the Centre in this regard will be binding on all the bidders. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected. Director, ICGEB reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.

**Accepted**

(Signature of bidder)

**Note: Entire NIT (except Price Bid) is to be attached with “Technical Bid (Part-A)” duly signed & stamped by the bidder.**