

TENDER DOCUMENT

For

Supply & Fixing of Gasket for windows and bottom door seal at RCB premises , at NCR Biotech Science Cluster, Faridabad

(Tender No. RCB/04-02/80/NIT-23/2019-20)

On behalf of Executive Director, RCB

PART -A

(NOTICE INVITING TENDER AND PRE-QUALIFICATION CRITERIA)

Tender No.-RCB/04-02/80/NIT-23/2019-20

Date: 20.11.2019

1.0 TENDER NOTICE

Online tenders are invited on behalf of the Executive Director, RCB under Two-Bid System (Technical bid and Financial bid) from reputed Contractors/Fabricators for the work "Providing and Fixing of Gasket for windows and bottom door seal at RCB Premises, at NCR Biotech Science Cluster, Faridabad" as per schedule, specifications and as per the terms and conditions mentioned in this tender document. **Off-line/physical bids shall not be accepted and no request will be entertained on any ground/reason.**

NOTICE INVITING TENDER

Web site Url :	https://dbt.euniwizarde.com/ , https://rcb.res.in
Address:	Regional Centre for Biotechnology, NCR Biotech Science Cluster, 3 rd Milestone, Faridabad-Gurugram Expressway, Faridabad - 121001, Haryana
Contact Details	Executive Engineer, RCB 0129-2848810, 2848800
Name Of Work	Providing and Fixing of Gasket for windows and bottom door seal at RCB Premises , at NCR Biotech Science Cluster, Faridabad
Earnest Money	₹ 11,000/- needs to be deposited Online through e-tender portal.
Tender Fee	NIL
Tender Processing fees	As per charges mentioned on e-Tender portal (minimum Rs. 750/- up to maximum Rs. 7500/- @ 0.1% of the tender value+ applicable GST @18%)
Tender Uploading Date	20-11-2019
Tender Closing Date & Time	03-12-2019 Time 15:00 Hrs
Date of Opening of Technical bid	03-12-2019 Time 15:30 Hrs
Date of Opening of Financial bid	Will be notified to the qualified bidders later.

2.0 PRE QUALIFICATION CRITERIA

2.1. The Tenderer must be a Goods Service Tax (GST) registered firm / company. Tenderer must be a Manufacturer or Contractor. (sub-authorization/Joint-venture / partnership shall not be accepted).

2.2. The Tenderer should have completed at least;

One similar/ interior civil work of value not less than **Rs. 4.5 Lac**, in the last 5 years

OR

Two similar/interior civil work each of value not less than **Rs. 3.3 Lac**, in the last 5 years

OR

Three similar/ interior civil works of value not less than **Rs. 2.2 Lac**, in the last 5 years

(i.e. Similar work means **Providing and Fixing of Gasket for windows and bottom door seal / interior work such as blinds or Aluminium partition work etc**, in any other Govt. Department universities, Biotech companies, Research institution & pharmaceutical laboratories or reputed private sector during last three years). Attested copies of the completion certificates issued by the Executive Engineer/Head of department/ owner are required to be enclosed with the technical bid. The tenderer should also give complete details of the concerned authority such as name with designation, valid address, telephone/ mobile number with STD Code, etc. The completed works will be open to inspection and in case works is not up to the standard, the tender will summarily be rejected & no queries will be entertained in this regard. Refer "**Annexure-V**"

2.3. The firm should have not been blacklisted, debarred, declared non performer or expelled from any work of Union Government/ State Governments/ PSUs etc. during the last 5 years. They should also submit a self-declaration on its letter head for the same. The firm should also provide information regarding litigation / arbitration cases for the last five years as per **Annexure-VI**

2.4. The Tenderer is advised to visit / examine the site and its surrounding to assess the accessibility and asses the scope of work before submitting their offer. No claims later on shall be entertained. The tenderers shall arrange & maintain at his own cost all materials, T & P, Water and facility for workers for executing the work. Refer "**Annexure-VII**"

3.0 Registration Process

1. Bidders to enroll on the e-Procurement module of the portal <https://dbt.euniwizarde.com> by clicking on the link "Bidder Enrollment". Enrolment on the e-wizard Portal is free of charge.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
3. Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.

4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
5. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Tender Documents Search

1. Various built in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

Bid Preparation

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 5) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- 6) Experience Certificates for two or more similar works in last 03 years.
- c) Copy of PAN Card / GST Registration.
- d) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant
- e) Earnest Money Deposit: The bidder will be required to deposit the Earnest Money Deposit **(EMD)** for an amount of **Rs. 11,000/- through Online portal**
- f) EMD Fee are exempted for MSME / NSIC vendors etc. however Tender **processing fee has to be paid by all the vendors** as this fee is being charged by the Online Portal service provider directly.
- g) The bidder should must have their registered office/ branch/ service Centre in Delhi-NCR.
- h) Specification: The Contractor must confirm in writing that the goods supplied & installed by them shall be as per specification of goods and in case of any variation, the contract shall be liable to cancel immediately.

Bid Submission

1. Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option as Online” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 011-49606060, 23710092, 23710091, 8882495599

4. Terms and Conditions

- a) Completion period of work: 60 Days from date of issue of work order.
- b) Validity of the bids: The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.
- c) Warranty / Guarantee: Bidder must provide six months comprehensive on-site warranty and it will commence from the date of the satisfactory installation / commissioning of goods, against the defect of any manufacturing, workmanship and poor quality of the components. No offer of the vendor will be accepted without warranty/ guarantee of their supplied/ installed goods.
- d) The above rates must be inclusive of supply, installation, handling and freight charges etc.

- e) All applicable taxes shall be deducted, at source from the passed amount of the contractor bill.
- f) The Vendor/agency shall be deemed to have visited to the site, understood the work prior to quoting of rates.
- g) Kindly mention the tender No. & due date, bidders full address, email address and contract number at relevant column.
- h) A repeat order or part quantity can be ordered after completion of work or before 01 years on same rate terms & conditions.
- i) A payment will be made as per actual measurement basis.
- j) Installation: All the works shall be completed within 60 days from the date of issue of work order by the Centre. All the aspects of safe installation shall be the exclusive responsibility of the supplier. If the supplier fails to complete the work on or before the stipulated date, then a penalty at the rate of 0.2% per day, of the order value shall be levied subject to maximum of 5 % of the order value.

5. Payment Terms: The pre-receipted paste of ₹ 1 revenue stamp on each bill in triplicate may be send to this office for payment after satisfactorily delivery & Installation of the goods. The bill should have full particulars of the items.

- a) No Payment shall be made in advance nor shall the loan from any or financial institutions be recommended on the basis of the order of award of work. The contractor shall submit the bill only after successfully Installation and commissioning. The case of issuing sanction and passing of bill for payment will be initiated on receipt of a pre-receipted invoice from the Contractor.
- b) No payment will be made for goods rejected.
- c) The Security Deposit @ 5% of work value will be deducted from the bill, which will be released after successful expiry of Defect Liability Period 06 months from date of completion of work.
- d) EMD can be adjusted (released) against Security Deposit.

Technical Bid

Tender No.- RCB/04-02/80/NIT-23/2019-20

Work: “Providing and Fixing of Gasket for windows and bottom door seal at RCB Premises, at NCR Biotech Science Cluster, Faridabad”

Check List of Certificates/ Documents required to be submitted in the Technical Bid

If these documents are not submitted/ conditions not met, the bid shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

S. No	Description	Technical Compliance (Yes/No)
1	One similar/ interior civil work of value not less than <u>Rs. 4.5 Lac.</u> in the last 5 years OR Two similar/interior civil work each of value not less than <u>Rs. 3.3 Lac.</u> in the last 5 years OR Three similar/ interior civil works of value not less than <u>Rs. 2.2 Lac.</u> in the last 5 years Attach Completion certificate	
2	Undertaking for the submission EMD/bid amount along with the bid.	
3	GST registration certificate, PAN Card Copy	
4	Fall clause declaration	
5	Non-black listing declaration	
6	Declaration reg. Proprietorship/partnership/ Pvt. Limited firm	
7	Undertaking for adherence & acceptance to all Tender Terms as per Schedule – ‘A’ (No Deviation of Tender Terms)	
8	The Firm/office/service Centre in Delhi-NCR (Address proof)	

(To be submitted on Company Letter Head).

AUTHORIZATION LETTER

We _____ (name of the bidder) hereby authorize Shri / Smt. _____

(Name of the authorized person) to sign and submit the bid to RCB, Faridabad against their tender No. RC/04-02/80/NIT/23/2019-20 Date: 20.11.2019

Shri / Smt. _____ (name) is also authorized to negotiate the terms and conditions pertaining to the said tender on behalf of M/s _____ (name of bidder). The specimen signature of Shri / Smt. _____ (name) is appended below.

Specimen Signature:

Name:

The undersigned is authorized to delegate the authority on behalf of M/s _____ (name of bidder), as stipulated above.

For _____
(name of bidder)

TENDER ACCEPTANCE LETTER

(To be submitted on Company Letter Head).

Date- .2019

The Executive Director
Regional Centre for Biotechnology
NCR Biotech Science Cluster,
3rd Milestone, Faridabad – Gurugram Expressway,
Faridabad – 121001

SUB: Acceptance of Terms & Conditions of Tender.

Tender Reference No: RC/04-02/80/NIT-23/2019-20

Name of Tender / Work: “Providing and Fixing of Gasket for windows and bottom door seal at RCB, at NCR Biotech Science Cluster, Faridabad, at NCR Biotech Science Cluster, Faridabad”

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely: www.rcb.res.in, <https://dbt.euniwizarde.com> as per your NIT / advertisement, given in the abovementioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bidder terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,
Authorized Signatory.
(Signature of the Bidder, with Official Seal)

Fall Clause Declaration

Reference No.

Date : 20.11.2019

Name of Work: Supply and Fixing of Gasket for windows and bottom door seal at RCB Premises, at NCR Biotech Science Cluster, Faridabad

Tender Reference No: RCB/04-02/80/NIT-23/2019-20

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____

The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organisation/PSU's/Autonomous bodies/Pvt. Organisations during the period of contract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by our firm is more, RCB Faridabad will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Seal and Signature of the Bidder

Note: This letter of authority should be on the letterhead of the quoting firm and should be signed by a person competent and having the power of attorney to bind the same.

NON-BLACK LISTING DECLARATION

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
Executive Director
Regional Centre for Biotechnology
NCR Biotech Science Cluster,
3rd Milestone, Faridabad-Gurgaon Expressway
Faridabad

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For -----

Authorised Signatory

Date:

PART – B

INSTRUCTIONS TO BIDDERS

- I. The Tenderer should sign and stamp each page of the tender documents.
- II. The Tenderer may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is however, advised not to furnish superfluous information. No information shall be entertained after submission of tender documents unless it is called for by the RCB.
- III. Any information furnished by the tenderer found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in RCB.
- IV. Any variation in the terms and conditions of the general/special conditions for payment, tender fees, security deposit, etc. is not acceptable to RCB and such tenders will be rejected straight away.
- V. RCB reserves the right to award the contract in full or in part as per the decision of the competent authority
- VI. RCB is not responsible for any delay in receipt of the application / receipt of tender documents etc. It is the responsibility of tenderer to make sure that the tender is uploaded in time.
- VII. The contractor has to mention contact no. and the person to be contacted in case of any query.
- VIII. The tenderer shall attach the copy of PAN Card, Goods and Services Tax Registration.
- IX. Acceptance of tender shall rest with the RCB, which shall not be bound to accept the lowest tender and reserves to itself the right to reject any or all tenders received without assigning any reasons therefore.
- X. Incomplete tenders are liable to be rejected.
- XI. Any bid received after the deadline for submission of bids, will be rejected.

Engineer in-charge

Signature of tenderer with seal & date

PART – C

GENERAL CONDITIONS OF CONTRACT

6.0 CONTRACT DOCUMENT

- 6.1** The terms 'Contract document' means the Notice Inviting Tender, Tender form, Instructions to bidders, Special Conditions, General Conditions of Contract, Specifications, Price Schedule and Drawings and Articles of Agreement.
- 6.2** "RCB" shall mean Regional Centre for Biotechnology with its present office at 3rd mile stone Faridabad - Gurgaon Expressway Haryana 121001.
- 6.3** The Contractor shall mean the sole proprietor, or firm or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, firm or company, as the case may be or the persons composing such firm or company of the successors of such firm or company and the permitted assignees of such individual or firms or company.
- 6.4** Engineer-in-charge shall mean the officer designated by the Executive Director, RCB who shall supervise and shall be in charge of the work, and issue necessary instructions at site, on behalf of RCB.
- 6.5 Contractor shall strictly conform to the specification, price schedule, general and special terms and conditions, if any, and any other matter contained in the tender documents issued by the RCB.**
- 6.6** Failure of the successful contractor to lodge the required performance guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the RCB may make the Award to the next lowest evaluated tenderer or, if there are no other tenderer, call for new bids.
- 6.7** In the event of breach of contract by the contractor, the performance guarantee will liable to be forfeited by RCB.
- 6.8** The contractor whose tender is accepted will also be required to furnish by way of **Security Deposit** for the fulfilment of his contract, an amount equal to **5% of the actual work done value**. The Security deposit will be collected by deductions from each running bills as well as final bill of the contractor at the rates mentioned above.

7.0 DRAWINGS-

Not applicable.

8.0 TIME FOR COMPLETION OF CONTRACT

- 8.1.** Time for completion of total work shall be 60 Days from the date of issue of work order.

9.0 TIME AND EXTENSION FOR DELAY

- 9.1.** If in the opinion of the Engineer-in-Charge the works is delayed by:
- a. Force majeure.
 - b. Reasons of civil commotion, location combination of workers on strike or lock-out affecting any of the building trades.

- c. In consequence of the contractor for not having received in due time necessary instructions from the Engineer-in-charge for which he shall have specifically applied in writing.
- d. Reasons of Engineer-in-charge instruction

The Engineer-in-charge shall make a fair and reasonable extension of time for completion of the contract works. Then upon the happenings of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavour's to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

- 9.2. Request for rescheduling of date of completion and extension of time, to be eligible for consideration, shall be made by the Contractor in writing immediately after the happenings of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 9.3. In such case, the Engineer-in-charge may give a fair and reasonable extension of time and reschedule the completion date. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 1 month of the date of receipt of such a request. Non-application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by Engineer-in-charge and this shall be binding on the Contractor.

10.0 COMPENSATION FOR DELAY

- 10.1. Time is the essence of the contract. The time allowed for the work shall be strictly followed otherwise the Contractor shall be liable to pay compensation at the rate of 0.2% of the ordered value of the work per day of delay on the part of the contractor subject to a maximum of 5% of the total ordered value. The decision of Engineer-in-charge about the delay shall final and binding.
- 10.2. If the contractor after award of work fails to deliver any item / part of the work within the time period allowed, RCB reserves the right to remove that particular component from the scope of main contractor and get it done through some alternative resources at the cost of main contractor.

11.0 TECHNICAL SPECIFICATIONS AND STANDARDS

- 11.1. The materials & services to be provided by the tenderer under this contract shall conform to the technical specifications as laid down under this tender document and should be carried out to the complete satisfaction of the Engineer-in-charge.

11.0 WORK OPEN TO INSPECTION

- 11.1. All works under or in course of execution or being executed in pursuance of the contract shall at all times be open to inspection and supervision by the Engineer-in-charge and/or his authorized subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if the same had been given to the Contractor himself.
- 11.2. All works shall be executed subject to the approval in all respect of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner these are to be commenced, and carried out from time to time.

12.0 INSPECTION, TESTING AND QUALITY CONTROL

- 12.1. RCB and/or its nominated representative(s) will, inspect and/or test the work / material to confirm their conformity to the tender specification at no extra cost to the RCB. The Inspection Authority to be designated by the RCB shall specify what inspections and tests are required and where they are to be conducted. The RCB shall notify the contractor in writing in a timely manner of the identity of any representatives retained for these purpose. All work / material shall be tested as stipulated in the latest specification of, Govt. /institutes.
- 12.2. The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s) or at the point of delivery. If conducted on the premises of the tenderer 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 RCB.
- 12.3. The representative of Centre shall inspect or test the items, which fail to conform to the specifications. The RCB may reject such items and the tenderer shall replace the rejected items, at no cost to the RCB, within a stipulated time period.
- 12.4. The RCB's right to inspect, test and where necessary, reject the items after its arrival at the final destination shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by RCB or its representatives.
- 12.5. Nothing shall in any way release the tenderer from Guaranty or other obligations under the contract.
- 12.6. The RCB shall be the final authority to reject full or any part of the item which is not conforming to the specifications and other terms & conditions.
- 12.7. No payment shall be made for rejected items. Rejected items must be removed by the contractor within one weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the contractor without any further notice.

13.0 PACKING AND MARKING

- 13.1. The packing of items to be supplied directly at site, should be strong and durable enough to withstand, without limitation, the entire journey during transit including trans-shipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the supplied Items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 13.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as per site condition. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the tenderer accordingly.
- 13.3. Packing instructions:

The tenderer shall make separate packages for each consignee (in case there is more than one consignee mentioned in the work order) and mark each package on three sides with the following with indelible paint of proper quality:

- a. Contract number and date
- b. Brief description of items including quantity
- c. Packing list reference number
- d. Country of origin of supplied items
- e. Consignee's name and full address and Tenderer's name and address

14.0 WATER & POWER FOR FABRICATION

RCB shall provide power & water at one point for the proper execution of the work free of cost under normal circumstances if available at site. In case RCB is not in a position to supply the water and / or power, the contractor will make his own arrangement so that the work does not suffer. However, no claim of the contractor whatsoever shall be entertained by RCB on this account.

15.0 CO-ORDINATION

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the contractor. Proper co-ordination with other agencies will be contractor's responsibility. In case of any dispute the decision of RCB shall be final & binding on the contractor.

16.0 CLEARANCE OF SITE

The contractor shall have to remove all waste (Melba) and other unwanted material from site of work before handing over the installation to the RCB. The work shall not be treated as complete in all respects unless these requirements are fulfilled by him. In the event of contractor failing to do so, the RCB shall have right to get the site cleared at the cost of contractor.

17.0 COMPLIANCE WITH LABOUR LAWS AND OTHER LAWS

The Contractor shall abide by the Contract Labour, (Regulation and Abolition) Act 1970, and Contract Labour (Abolition and Regulation) Central rules 1971. The Contractor shall comply with the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act and other applicable regulations and other labour laws Contract Labour as mentioned below as applicable amended up to date:

- 1) Industrial Disputes Act.
- 2) Industrial Establishment (Standing orders) Act.
- 3) Trade Unions Act.
- 4) The Factors Act.
- 5) Employees Provident Fund & Miscellaneous Provision Act.
- 6) Employees State Insurance Act.
- 7) Workmen's Compensation Act.
- 8) Payment of Gratuity Act.
- 9) Minimum Wages Act.
- 10) Payment of Wages Act.
- 11) Equal Remuneration Act.
- 12) Payment of Bonus Act.
- 13) National / Weekly Holiday Act.
- 14) Inter-state Migrant Workmen (Regulation of Employment and of service conditions) Act.

In case, RCB is made liable to pay any amount to any third party due to non-observance of any of the statutes/law as mentioned above, the same will be adjusted from any future payment due payable to the contractor or from performance s guarantee available with RCB.

18.0 SAFETY CODE, LABOUR CAMPS SANITARY ARRANGEMENTS

The Contractor shall follow the Safety Code and Model Rules for the Protection of health and Sanitary arrangement for Workers as prescribed by the CPWD as regard to safety code and first aid facilities. In case, the Contractor fails to make the aforesaid arrangement, the

Executive Director RCB shall be entitled to do so at the risk, responsibility and cost of the Contractor. Determent panel and legal action shall be taken in the event of any failure on the part of the contractor to discharge the safety obligations which are laid down in the contract.

19.0 PAYMENT OF WAGES BY THE CONTRACTOR

The Contractor shall directly pay to labour employed by him and shall be solely responsible for following all Government rules and regulations applicable for employment.

20.0 REMOVAL OF PERSON

The Engineer-in-charge may require the Contractor to remove from the site of the work any person or persons in the Contractor's employment who may found to be incompetent or due to misconduct and the Contractor shall forthwith comply with such requirement / instructions.

21.0 WATCH AND WARD

The contractor shall be responsible for watch and ward of all the works and various materials till complete handing over the works to the RCB.

22.0 GUARANTEE CLAUSE

- 22.1 The contractor shall guarantee that all the material and components supplied and installed by him shall be free from defects due to faulty, material or workmanship.
- 22.2 The charge and any shortcomings found in the materials as specified shall be removed at no extra cost. The contractor shall provide the necessary personnel and tools for fulfilling the above guarantee. Period of the guarantee shall be (12) twelve months from the date of handing over the complete installations to RCB. During this period any or all components found to be defective shall be replaced or repaired free of cost.
- 22.3 If the defects are not removed within a reasonable time the RCB may arrange to do at the contractor's risk and cost, without prejudice to any other rights.
- 22.4 After Sales Service: After sales service should be made available on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended promptly and properly within 24 hrs. The service should be provided directly by the tenderer or his authorized agent whose details shall be provided to the RCB/consignee within one month from the date of award of contract.

23.0 PRICE FALL CLAUSE

If at any time during the validity of the work the tenderer supplies such equipment's/stores as are under this tender enquiry, to any other organization at a price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment's/ stores being supplied from the date of coming into force of such reduction, the price of equipment's/ stores shall stand correspondingly reduced.

In case of increase in market prevailing prices of the materials if claimed by the supplier, no price escalation will be payable.

24.0 OTHER CONDITION TO BE ADHERE BY TENDERER

- 24.1 The work is to be carried out as per the specifications in the tender and relevant standards of CPWD.
- 24.2 The material should be got approved before start of work and open to site inspection
- 24.3 The contractor shall clear the site after completion of work in all respects.
- 24.4 All the material used shall be one of the stipulated makes as per approved list of material.

- 24.5 The contractor shall comply with safety codes for Fire precaution, health requirement, scaffolds & ladders etc.
- 24.6 No T & P shall be issued by RCB.
- 24.6 All dismantled material for which credit is not being given in the tender shall be handed over to the site engineer stored at proper place.
- 24.7 Contractor shall be fully responsible for safety of his workers and incase of any accident / mishap the entire responsibility shall be on the contractor.
- 24.8 The work shall be executed without any loss / damage to the RCB's properties.
- 24.9 The picture provided in the specification is for illustration purposes only and not to scale.

25.0 INTERPRETATION

25.1 In interpretation of specifications, the following orders shall be as followed: -

- a) Drawings
- b) Technical Specification
- c) Special Conditions of contracts
- d) General condition of contract

25.2 Matters not covered by the specification given in this contract as a whole shall be covered by relevant and latest Indian Standard codes/ C.P.W.D code. If such codes on a particular subject have not been framed, the decision of the owner/ owner's representative shall be final and binding.

26.0 TERMINATION

26.1 Being a standing offer, the work can be terminated from either side by serving one month's notice to the other party. However, all the orders placed before the date of serving of such notice will be valid and binding on both the parties. Further, the orders placed under the work can also be terminated individually and the same will not lead to automatic termination of work unless so specified.

26.2 Termination of work order

26.3 Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy available to RCB under the work or otherwise including right of RCB to claim compensation for delay, RCB may, without prejudice to his right against contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this work or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine and terminate the Contract.

Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract.

- 1) Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof:
- 2) Failure to execute the works or any of them in accordance with the contract.
- 3) Disobedience of any order or instruction of the Site Engineer and /or Engineer-in-charge.

- 4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Engineer-in-charge.
- 5) Abandonment of the works or any part thereof.
- 6) If the Contractor misconduct in any manner.
- 7) Delay in execution of work, which in opinion of Engineer-in-charge shall delay the completion of work beyond the stipulated date of completion.
- 8) Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets.
- 9) Death of Contractor (if an individual)
- 10) If the Contractor of any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent to RCB.

The decision of the Executive Director, RCB as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling RCB to terminate the contract has occurred shall be final and binding upon the Contractor. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

9.1.5. FORCE MAJEURE

9.1.5.1 The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not limited to acts of god, or of the public enemy, restraints of a sovereign state, floods, unusual severe weather conditions.

9.1.6. ARBITRATION

9.1.6.1 Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by mutual consultations. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Haryana

LIST OF APPROVED MAKES

S.No.	Material	Approved Makes as applicable
01	Rubber Gasket D type	Grafix , Bespoke , Neoprene
02	Door bottom seal	Decohome , Safex
03	Dendrite tube	Royal plus, Superfix

Note: For any other item required to be incorporated in works sample shall be got approved from the Engineer-in-charge.

In the list of approved make above, out of two/ three makes mentioned in the list, **only first make, shall be quoted for and used.** However, if no-availability or any other technical reasons, the alternative make is allowed, it shall be subject to price variation as approved by the Engineer-in-charge.

Engineer-in-charge

PART -G

Financial Bid

Name of Work: Supply and Fixing of Gasket for windows and bottom door seal at RCB Premises , at NCR Biotech Science Cluster, Faridabad.

Sl.No.	Items Name	Qty	Unit	Rate ₹	Amount
1.	Rubber Gasket D type				
	Supply and Fixing of D shape rubber hardness -45 to 75 Shore - A sealing strip seal for window. Size - flat portion 9mm x 6mm. Make Grafix, Bespoke, Neoprene	7100	mtr		
2.	Door bottom seal				
	Supply and Fixing of door seal of aluminium channel as per required shade with rubber strip for fixing on door bottom as required. Make : Decohome , Safex	305	mtr.		
3.	Dendrite tube				
	Supply and application of Dendrite on surface of window gasket and on surface to be afixed each of 100 g tube for enhanced fixing properties of item No. 1	04	Kg		

CGST=

SGST=

Total Amount, including GST=

Total Amount in words: Rupees

(Signature of the bidder)

Name:

Place:

Seal

ANNEXURE-I

APPLICATION FORM

[NOTE: On the letterhead of the applicant including full postal address, email address, telephone no. and fax no.]

Date: _____

The Executive Director
Regional Centre for Biotechnology
NCR Biotech Science Cluster
3rd Mile stone Faridabad – Gurgaon Expressway
Faridabad 121001

Sirs,

1. Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby applies to be pre-qualified by yourselves as a tenderer for award of work(s) Supply and Fixing of Gasket for windows and bottom door seal at RCB Premises , at NCR Biotech Science Cluster, Faridabad.
2. Attached to this letter are copies or original documents defining:
 - (a) the applicant’s legal status
 - (b) the principal place of business
 - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)
 - (d) **Annexure** no. II to VIII
3. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. Your agency and its authorized representatives may contact the following persons for further information on general, personnel, technical and financial enquiries.

Contact 1: Name, email and Phone no.

Contact 2: Name, email and phone no.

5. This application is made with the full understanding that:
- (a) Bids submitted by applicants will be subject to verification of all information submitted at the time of bidding
 - (b) Your agency reserves the right to:
 - amend the scope and value of the contract / bid under this project; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements; and
 - reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and
 - (c) Your agency shall not be liable for any such actions and shall be under no obligation to inform the applicant.
6. The undersigned declares that statements made and the information provided in the duly completed application are true and correct in every detail.

Signed and sealed, Name

For and on behalf of.....

GENERAL INFORMATION

1.	Name of Firm	
2.	Head office address	
3.	Telephone	Contact No
4.	Fax.No.	Email ID
5.	Place of Incorporation registration	Year of incorporation/registration

Signature and seal of the Authorized Signatory of the bidder

LITIGATION DETAILS (COURT CASES/ARBITRATION)

Year	Name of the work	Name of the client with address	Title of the court case/ Arbitration	Detail of the Court/Arbitrator	Status pending/decided	Dispute Amount (Current Value, the equivalent) in case of court cases/arbitration	Actual awarded amount (Rs.) in decided court case/arbitration

Signature and seal of Authorized Signatory of bidder

CERTIFICATE FOR SITE INSPECTION

Certified that we..... (Name of tenderer) have visited the site on dated.....
And assessed the nature and amount of work involved before submitting our offer. We will be able
to complete the works within the stipulated time and also certified that we will be able to supply
the material/executing the work as per specification to suit the site conditions.

Address of site: -

Regional Centre for Biotechnology
NCR-Biotech Science Cluster at RCB
3rd mile stone Faridabad - Gurgaon Expressway
Faridabad Haryana-121001

Signature of Tenderer with Seal & Date

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 20_____ between Regional Centre for Biotechnology (RCB), Faridabad-Haryana for entering into the work(s) for "Supply and Fixing of Gasket for windows and bottom door seal at RCB Premises , at NCR Biotech Science Cluster, Faridabad "(hereinafter called "The Employer") who enters into this Agreement of the one part and M/s..... (here in after called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz _____ ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Award;
 - (b) The said Bid;
 - (c) The General Conditions of Contract;
 - (d) Prequalification document
 - (e) Instructions to Tenderer and Specific Conditions of Contract;
 - (f) The Specification;
 - (g) The Drawings;
 - (h) The Priced Bid
 - (i) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of this work.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only

such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said

Binding Signature for and on behalf of RCB-Faridabad

Binding Signature of Contractor _____

In the presence of

Witness (1):

Witness (2):