

**TENDER DOCUMENTS
NIT/IT-03/2024**

FOR

Comprehensive Maintenance Contract (CMC) of Wireless Systems & Switches

AT

INTERNATIONAL CENTRE FOR GENETIC ENGINEERING & BIOTECHNOLOGY (ICGEB)

Aruna Asaf Ali Marg, New Delhi – 110067

Website: www.icgeb.res.in

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TENDER NOTICE

INTRODUCTORY NOTE:

ICGEB is an international organization dedicated to advanced research and training in molecular biology and biotechnology, with special regard to the need of the developing world. ICGEB, New Delhi Component has been given privileges and immunities as for other UN Organizations in India vide Government of India's gazette notification no. 216, SO 403(E) dated 12 April 1988.

ICGEB invites sealed Bids to meet the immediate requirement for "Comprehensive Maintenance Contract (CMC) of Wireless Systems & Switches" Interested & competent firm/individual may download the Bid documents from ICGEB website

IMPORTANT INFORMATION

Name of Work	Comprehensive Maintenance Contract (CMC) of Wireless Systems & Switches
Tender No.	NIT/IT- 03/2024
Earnest Money Deposit (EMD) & Tender Fee	EMD of Rs. 14,000/- (Fourteen Thousand only) & Tender Fee of Rs. 1,000/- (One Thousand only) in the form of separate demand draft to be drawn in favour of International Centre for Genetic Engineering & Biotechnology payable at New Delhi.
Distribution of Tender Document	To be downloaded from the website of the ICGEB http://www.icgeb.res.in/ndinfo.htm
Pre Bid meeting	5 th Aug 2024 at 11:00 AM in ICGEB
Last Date and time for Bid Submission	13 th Aug 2024 till 3:00 PM in ICGEB
Address at which Bid is to be submitted	Should be dropped in the tender box at the reception of International Centre for Genetic Engineering & Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110067.
Date, Time & Place of opening of the Technical Bid	13 th Aug 2024 at 4:00 PM in ICGEB
Date, Time & Place of opening of the Financial Bid	Technically qualified bidders will be called for financial bid opening
Method of selection	Both “Technical” and “Price” bids should be in separate envelopes and then put into one common envelope, superscribing the name of the work and tender number, etc. The Financial Proposals of the Firms/Individuals that qualify for the Technical Evaluation will only be opened. Further, the Firm/Individual having the least quote (L1) in its financial proposal will be awarded the contract if the price bid is found to be in order.

MINIMUM ELIGIBILITY CRITERIA

The bidder should meet the following Eligibility Criteria and must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their official letterheads to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright.

1. The bidder should have an office in Delhi / NCR.
2. Earnest Money Deposit.
3. The Bidder should have an average annual turnover of not less than Rs.25,00,000/- (Rupees Twenty-Five lakhs only) per annum for the last three audited years (FY - 2020-21 and 2021-22, 2022-2023) in similar kind of business with documentary evidence.
4. The vendor/ bidder should have experience in the supply/installation / Maintenance of Wireless Systems/ Network System equipment in the Government Sector, i.e., Central / State Government, Central / State Public Sector Undertakings, Autonomous Bodies, Research and Educational Institutions, etc. The bidder must have at least 3 customer reference sites.
5. Copies of the work orders and completion report successfully executed for similar kind of work during the last 7 years for reputed Public Ltd. Companies, Public sector, Govt. Institutions and autonomous bodies in the following manner.
 - A). One similar work of value not less than Rs 5.6 Lakhs per annum.

OR

- B). Two similar works, each of value not less than Rs. 3.5 Lakhs each per annum.

OR

- C). Three Similar works, each of value not less than Rs . 2.8 lakhs each per annum.

6. The bidder should submit PAN and GST number with documentary evidence.
7. All the bidders shall have to produce documentary evidence for the satisfactory completion of Similar works, as mentioned above, were executed by them from the concerned authorities.
8. The Company / Firm / Individual, any Partners of the firm should not be blacklisted by any PSU or Government departments/ UN or its agencies/ institutions/ private organizations in respect of any assignments or behaviour of any Partner/ employee. The firm / Individual will

Provide an undertaking that such Partner/ employee will not be involved in the said contract, directly or indirectly.

9. An undertaking should be submitted that there are no legal suits / criminal cases pending against the Firm and its Proprietor/Partners or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force.
10. All entries in the Application form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
11. No deviations in respect of NIT conditions are acceptable.
12. ICGEB reserves the right to visit the working sites mentioned by bidders as proof of experience to ascertain the quality of service rendered. The bidder will have to arrange for such visit.

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GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF THE BID

Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.

1. PRE-BID MEETING & QUERY:

- a. The Pre-Bid Meeting shall be hosted by ICGEB.
- b. The Bidder or its official representative will be invited to attend the pre-bid meeting.
- c. The purpose of the meeting is to provide Bidders information regarding the Tender and project requirements and the opportunity to seek clarifications regarding any aspect of the Tender Document and the assignment.
- d. ICGEB may make modifications to the Tender Document if felt necessary as a result of the Pre-bid meeting. All such modifications made to the Tender Document by ICGEB will be issued as a corrigendum to the Tender.
- e. Any such modifications resulting from the Pre-bid meeting will be circulated to the Bidders through the website <http://www.icgeb.res.in/ndinfo.htm>.
- f. ICGEB will not be responsible for non-receipt of corrigendum/modifications published/sent by ICGEB to the Bidder.

2. PREPARATION AND SUBMISSION OF THE BID DOCUMENT:

The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications stated in the Bid Documents. Failure to furnish all information required in the Bid Document or submission of a Bid not substantially responding to the Bid Documents in every respect will be at the Bidder's risk and may result in the rejection of the Bid. The following sections of the Bid Documents must be completed and submitted by the Bidder:

3. TECHNICAL BID (Part – I):

- a. Technical Bid Form (Annexure A).
- b. Turnover certificates of the last 3 years (Annexure – B).
- c. Declaration by the Tenderer (Annexure – C)
- d. Details of other organisations for similar works (Annexure- D)
- e. Undertaking / Declaration for not being Blacklisted (Annexure-E).
- f. Site Visit certificate(Annexure-F)
- g. Certificate of registration (GST, PAN).

- h. Documentary evidence for minimum qualifying criteria.
- i. EMD DD of Rs. 14,000/- and tender fee of Rs. 1,000/-.
- j. Tender Document (duly signed and stamped on all pages).

4. FINANCIAL BID (Part – II)

- Price Bid (Schedule of Rates)

BID PRICE:

In this bid, the bidder is required to quote his item rates/prices for the works mentioned in the scope of work & technical specifications. The rates/price should be inclusive of all material cost, labour, services, charges for the plant/machinery/tools & tackles required for work, freight, Insurance, Govt. duties, excluding GST. If the tax rates are not shown separately, it will be deemed to be included in the quoted price and dealt with, accordingly.

Quoted rates will be deemed to cover all the items & works which may be required for completeness and functioning of total system, even though they may not have been explicitly mentioned in the scope and schedule of works.

No charges towards price escalation, site difficulties shall be payable extra or separately. It is mandatory on bidder to quote all items rate as asked for in the BOQ/ PRICE schedule. Failure to adhere to this condition will lead to rejection of tender.

5. EARNEST MONEY DEPOSIT:

Earnest money deposit amount equivalent to Rs. 14,000/- (Fourteen thousand only) & Tender Fee of Rs 1,000/- (One Thousand only) in the form of DD issued by any Commercial Bank in favour of International Centre for Genetic Engineering & Biotechnology payable at New Delhi must accompany the Technical Bid. The E.M.D. shall be valid for the term of the contract. Bids not accompanied by E.M.D. shall be rejected. E.M.D. of unsuccessful Bidders will be returned as early as possible. The E.M.D. shall be forfeited if a Bidder withdraws its Bid during the period of validity of the tender.

6. **PERIOD OF VALIDITY.** Bids shall remain valid for **180 days** after last date for bid submission prescribed by ICGEB which may be extended with mutually agreed terms. A bid valid for a shorter period may be rejected by ICGEB as non-responsive.

7. **Site condition:** Before quoting, the contractor must visit the site to inspect the work and shall fully acquaint himself about the conditions and scope of work with regard to accessibility of site required for the satisfactory execution of work. along with site visit certificate No compensation on account of any site difficulties will be entertained, at a later date, after award of the works.

8. **Tender Rejection:** ICGEB Director 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.

9. **FORMAT AND PREPARATION OF THE BID:**

The Bidder shall prepare the Technical Bid and Financial Bid and place them in two separate sealed covers, clearly marking each as “Technical Bid” and “Financial Bid”. Name of firm / proprietor, address & contact no. should be mentioned clearly on both the envelopes. These should further be placed in a large size envelope with the same information on it. Both Technical & Financial Bids, along with documents required to be submitted, shall be signed by the Bidder and a person duly authorized by the Bidder to, on each page. Written power of attorney accompanying the Bid shall indicate necessary authorization. Any correction in the Bid shall be initiated by the person signing the Bid.

10. **SUBMISSION OF BID:**

The Bid in two parts, one containing the Technical Bid and the other containing the Financial Bid shall be placed in two separate sealed envelopes clearly marked as below:

- i. "Comprehensive Maintenance Contract (CMC) of Wireless Systems & Switches, - Technical Bid"
- ii. "Comprehensive Maintenance Contract (CMC) of Wireless Systems & Switches, - Financial Bid"

The sealed envelope having the Technical Bid shall contain the Technical Bid Form, Declaration Certificates, Demand drafts for Tender fee and E.M.D, documents establishing eligibility of offered services and a complete set of the Bid Document stamped & signed on all the pages etc.

The other sealed envelope will contain the Financial Bid which shall include Schedule of Rates.

Both the sealed envelopes containing the Technical Bid and Financial Bid separately, shall be placed in an outer envelope dully sealed, marking the outer envelope as “Comprehensive Maintenance Contract (CMC) of Wireless Systems & Switches,”. The Bid shall be dropped in the tender box at the reception of, ICGEB, Aruna Asaf Ali Marg, New Delhi – 110 067.

If the cover containing the Bid documents is not sealed and marked as instructed above, no responsibility will be assumed for any misplacement of the Bid or before opening of the envelope.

11. IMPORTANT NOTE:

1. Bid received through email and/or after the scheduled date and time will not be accepted.
2. ICGEB reserves the right to accept any or reject all the tenders without assigning any reason thereof.
3. Selection will be done on competitive basis. Canvassing in any manner shall lead to disqualification of the Firm / Individual.

12. BID OPENING AND EVALUATION:

BID OPENING: All the Technical Bids shall be opened publicly in the presence of the Bidders or their representatives in front of the Bid Evaluation Committee. Bidders' name, documents with presence and absence of Bid security, period of Bid validity and such other items will be announced and recorded at the time of opening of the Technical Bid by the Bid Evaluation Committee. The Financial Bids of Technically Responsive Bidders will be opened in the presence of such responsive Bidders or their representatives on date and time to be notified later. Total Bid amount will be announced and recorded at the opening of the Financial Bid. Minutes of the Bid Opening containing summary of information with regard to each Bid shall be prepared during the opening of both Technical & Financial Bids.

13. EVALUATION OF BIDS:

- a. For proper evaluation & comparison of Bids, the Bid Evaluation Committee may, at its discretion, ask the Bidder for any clarification of the Bid. The request for clarification and the response shall be in writing, but no changes in the price of the Bids shall be offered or permitted.
- b. The technical bids will be evaluated by the Bid Evaluation Committee on the basis of experience in similar organizations, resources available with the firm/ Individual, visit of the Committee to the site where the contractor is currently handling similar work etc.
- c. The Bid Evaluation Committee will first evaluate the Technical Bids to determine the substantial responsiveness of the Technical Bids. Substantial Responsive Bid is one which conforms to all the terms and conditions as indicated in the Bid Document and which also establishes Bidder's qualification to deliver the services according to technical specifications. After the evaluation of all the Technical Bids, Financial Bids corresponding to only substantial responsive Technical Bids will be taken up for evaluation.
- d. All non-substantial Technical Bids will be rejected as non-responsive and corresponding Financial Bids shall be excluded from further evaluation.
- e. The Bid Evaluation Committee, may at its discretion, decide to waive off any minor non conformity in a Bid which does not constitute a material deviation with regard to services and pricing.
- f. While evaluating Financial Bids, if there is any discrepancy between the unit price and the total price, unit price will prevail and total price shall be corrected. However, if the Bidder does not accept the correctness of the errors, his Bid will be rejected.
- g. The Bidder must have supplied the information required in the Bid document. A Bidder not fulfilling any

- criteria stipulated, his Bid will be considered non responsive and may be rejected.
- h. The Bidders who have duly complied with the Eligibility Criteria will be eligible for further processing.
 - i. The successful bidders of the Technical Bids will qualify for opening of the Financial Bids.
 - j. The Bids which have been established as responsive in all respects will be compared for its price competitiveness. On the basis of technical and financial evaluation, substantially responsive and most advantageous Bid will be considered for the award of contract for Comprehensive Maintenance Contract (CMC) of Wireless Systems & Switches, Campus.
14. THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS, forms, terms and conditions in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
15. THE BIDDER SHALL BEAR ALL THE COSTS associated with the preparation and submission of its bid, and ICGEB in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
16. PROFESSIONAL EXCELLENCE AND ETHICS: ICGEB requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.
- 17 Before quoting, the contractor is advised to inspect the site of work and shall fully acquaint himself about the conditions and scope of work with regard to accessibility of site required for the satisfactory execution of work. No claim whatsoever shall be entertained by the deptt. on this account.
18. FAILURE OF THE SUCCESSFUL BIDDER to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event ICGEB may make the award to the next lowest evaluated bidder or call for new bids.
19. THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID not necessarily the lowest, reject any bid without assigning any reasons for entering into the Rate Contract.
20. **CONDITIONAL BIDS:** If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected.
21. The Director, ICGEB reserves the right to cancel any or all the tenders without assigning any reason.
22. Tender once submitted will remain with ICGEB and will never be returned to the bidders.

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Scope of Work

1. The CMC will cover the service, maintenance, & visiting charges.
2. The MAF (Manufacturer Authorization Form) from respective OEMs/disti. Must be submitted with the technical bid
3. Hardware parts will replace/repair (wireless controller equipment, Access Points and Switches) under the contract. All the un-serviceable wireless System and accessories will be replaced by the serviceable one to keep the system function for 24 hrs. Replacement of Cat-6 cables and power cables will be replace by the vendor as and when required.
4. Support will be required on all days from Monday to Friday and will also be required on weekends in case of emergency.
5. Any physical damage during repair will be the vendor's responsibility.
6. Payee will be fully responsible for any power or electrical issues.
7. The contract is nontransferable & shifting charges not included in the contract.
8. Call will be attended to within the same day if the complaint is logged on the same day.
9. The engineer will visit in a month to check the wireless systems and switches installed in ICGEB.
10. **CMC, Associate partner support will be for 3 years.**
Details of accessories are covered in the CMC.

Sl No	Switch model	Serial no	Location
1	ICX7150-24P-4X10GR POE 24-port	FEA3251N1HA	New Building data Center
2	ICX7150-24P-4X10GR POE 24-port	FEA3251N07R	Main Building Data Center
3	ICX7150-24P-4X10GR POE 24-port	FEA3251R0KK	ICGEB GuestHouse
4	ICX7150-24-4X10GR 24-port	FEG3205S06C	Main Building account section
5	ICX7150-C12-2X10GR POE 12-port	FEK3207S05E	ICGEB Main Gate
6	ICX7150-C12-2X10GR POE 12-port	FEK3207S05M	ICGEB TB Facility
7	ICX7150-C12-2X10GR 12-port	FEK3207S06N	Main Building Data Center
8	Associate partner support Ruckus Smart zone director 144 with 60 AP License, 3 years	Sno- 152138000102	Main Building Data Center
9	Associate partner support Access Point , 3 years	Qty-60	ICGEB Campus

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Terms of Payment

Payment terms: advance payment after submission of tax invoice.

1. The vendor needs to submit PBG for 5% of the actual value of the contract for 36 Months
2. No advance is permissible under normal circumstances. Bill of the full work may be submitted after satisfactory installation & completion of work (within 15 days of completion).
3. A security deposit equal to 15% of the Annual Contract Value (refundable without interest after two months of termination of the contract) in the form of a pay order/demand draft/ bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement

4. Penalty Clause

- During the CMC and warranty period, the complaint should be attended to within a period of 12 hrs. of the complaint being lodged. Failure to which recovery of Rs. 1,000/- per day per complaint shall be made from the agency's bill.
- The complaint must be resolved within a period of 72 hrs of the complaint being lodged. Failure to which a fine of Rs. 2000/- per day per complaint will be made from the agency's bill.

(5)

GENERAL TERMS AND CONDITION RELATING TO WORKS

Name of the Work: CMC of Wireless Systems & Switches and its associated parts.

1. The Work shall be done as per schedule of items, specification terms and conditions and instruction of Engineer-in-charge on as and when required basis.
2. The rates shall be inclusive of cartage/ loading unloading or any other expenses. GST should be clearly shown separately. Rate must be valid and firm for a period of one year from the date of award of contract/Letter.
3. No Extra charge or any escalation charge will be paid by ICGEB.
4. Inferior and Poor quality material will be rejected and work order may be cancelled.
5. The contractor will have to undertake responsibility of accidents etc. for his persons working on site and same will be on stamped paper of Rs.50/100 or the appropriate value (if revised by Govt) The cost of stamp will be borne by the contractor.
6. Contractor is to follow relevant Indian standards codes for fire, electricity, safety and building rules.
7. The Contractor shall clean the site after completion of work. Any dismantled material shall be stacked in designated place as instructed by the Engineer-in-charge..
8. No sub-Contracting or sub-letting is allowed.
9. Quantities shown in the schedule are tentative and may change as per site conditions.
10. 10% \pm deviation in quantities would be permitted for required items as per instruction of Component I/C.
11. Quantities are indicative and likely to vary. Bidder will have no objection for variation in quantities thereon. Payment will be as per actual work executed.
12. No escalation in any form either of materials or of labour shall be payable by the Centre.
13. No advance payment shall be made except if specified otherwise in the tender.
14. For proper completion of the work, if any quantity variation or extra items are required, the bidder shall execute the same. Rates of extra items shall be derived from the tender itself as far as possible or else prevailing market rates shall be adopted.
15. Time allowed for the work shall be strictly followed otherwise the Contractor shall be liable to pay compensation at the rate of 1 % of the contract value of the job undone per week of delay on the part of the Contractor subject to a maximum of 10% of the total contract value.

However, for any reason beyond the control of the Contractor the extension of time shall be granted upon application by the Contractor in prescribed format. No claim for any compensation during the extended period shall be entertained and the ICGEB's decision in this regard shall be final.

(6)

SPECIAL TERMS AND CONDITION RELATING TO WORKS**1. GUARANTEE AND MAINTENANCE**

1.1 Guarantee - The successful bidder shall guarantee all equipment parts, materials and workmanship furnished for the installation. The guarantee warrants replacing parts. All failed parts during guarantee period shall be replaced without any cost to ICGEB and such replacement shall be factory approved new, equal or better than original. All expenses for labour, tools, materials, transportation, insurance, etc., required in performance of guarantee work shall be at the successful bidder's expense.

2. SAFETY PRECAUTIONS

i) It is entirely the responsibility of the successful bidder to practice the principles of 'SAFETY FIRST' during the entire tenure of work with adequate insurance covering injury or death of workmen, loss by theft or damage to materials and property and third party.

ii) The successful bidder should clear the site of all debris every day to avoid accidents. In case this is not done, the Owner may engage necessary labour to maintain the cleanliness of the premises and removal of debris and recover all or part of the expenditure so incurred from the successful bidder.

iii) The successful bidder shall, at his own cost, ensure that all of his personnel, employees, workmen and other associated persons working with him at the site are adequately insured as per labour laws and statutory provisions. The successful bidder shall be responsible for all injuries/damages to men, materials and properties etc., which may arise from the operations or negligence of himself and/or his sub-contractor and indemnify ICGEB for all such expenses, which shall be solely to successful bidder's own account.'

3. INSURANCE

The successful bidder shall, at his own expense, arrange for insurance policies, such as Workmen Compensation Policy and Bidder's All Risk Policy in the amount of the Contract effective from the date of commencement of work until final completion, against all of the following risks.

- i) Injuries and damage of persons, property, animals or things, within or outside the site, arising out of his operations or of any sub-contractors, nominated or otherwise or out of any actions of his employees, agents or representatives.
- ii) Injuries to his or any sub-contractor's employees.
- iii) Damage to or loss of property, equipment, and materials at site, of the Owner, Bidder and all sub-contractors, as a result of natural causes such as lightning, storm, flood, rain, fire, earthquake, explosion, landslide, etc.

- iv) Damage and injuries to persons, property and materials arising out of riot and civil commotion, theft, sabotage malicious acts, terrorist activities, etc.
- v) No certificate of payment shall be issued by ICGEB if the Bidder fails to arrange for total insurance cover.
- vi) The bidder shall reinstate in a manner approved by the Project Manager, all damage of every sort entirely at his cost, so as to deliver up to the Owner the whole of the works complete and perfect in all respects and so certified by the ICGEB and also be made good or otherwise satisfy all clause for damage to the property of third parties.
- vii) The bidder shall be responsible for anything within his control and for all risks and consequences, which are not included in the purview of the insurance policies.
- viii) The insurance shall be extended until final completion.
- ix) The bidder undertakes not to cancel any insurance policy or reduce its scope without the written consent of the ICGEB.

4. **Jurisdiction** –

Any dispute arising out of this contract will be in accordance with the principle of international laws.

- 4. Interested Bidders may visit the ICGEB Campus before submission of the bid. For site visit, please contact Mr. Ravindra Kumar Ravi IT In-charge, Email ID: ravindra@icgeb.res.in, Tel: 26741358, 26742357 on any working day (Monday to Friday) between 10:00 to 17:00 hours.
- 5. The lowest bidder will be awarded the order for work.
- 6. EMD of unsuccessful bidders will be returned after the finalization of the tender.
- 7. EMD is liable to be forfeited if the contractor fails to commence the work as per the award letter.
- 8. In case the bidder resiles from the offer within the validity of tender or contractor fails to work as per specification after issue of the award letter, the earnest money will be forfeited. Other suitable administrative punitive action may also have imposed as deemed fit

9. The contractor shall ensure that the breakdown call of normal nature is attended to immediately.
Breakdown due to reasons beyond control, shall however, be attended/rectified within reasonable time to be decided in consultation with the ICGEB officials.
10. For undertaking works like cleaning of cooling coil, de-scaling of condensers, valves, or for any heavy dismantling work for proper inspection/maintenance, any extra manpower or tools and tackle required, shall be arranged by the contractor without any extra charges.
11. All consumables like de-scaling chemical, vaniclean/ soft action cleaning chemical for cleaning of , gland packing, rubber / neoprene gaskets, grease, old dhoti, duster, broom etc., shall be supplied by the contractor without any extra charges.
12. ICGEB shall have the option to extend the terms of this contract for an additional period as mutually agreed, with the same terms and conditions for a maximum of three years
13. The contractor will also be bound to any notice from ICGEB, with respect to improving the maintenance in the awarded area, as required from time to time during the course of this maintenance contract.
14. Please note that the 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.
15. The contract can be terminated mutually by giving a minimum two-month notice

(To be made on Rs.100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand _____ between International Centre for Genetic Engineering & Biotechnology, New Delhi, as one part, hereinafter called ICGEB and M/s _____ Agency for “Comprehensive Maintenance Contract (CMC) of Wireless Systems & Switches at ICGEB campus” on the other part.

WHEREAS the ICGEB is desirous to engage the Agency for providing “Comprehensive Maintenance Contract (CMC) of Wireless Systems & Switches” at ICGEB New Delhi campus, on the terms and conditions as stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour, industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in ICGEB. The ICGEB shall have no liability in this regard.
2. The Agency shall be solely responsible for any death/accident/medical/health related liability/compensation for the personnel deployed by it at ICGEB while carrying out work at ICGEB or otherwise. The ICGEB shall have no liability in this regard.
3. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two month’s notice on either side.
5. In case of non-compliance with the contract, ICGEB reserves its right to:
 - a. Cancel/revoke the contract, and /or
 - b. Impose penalty up to 10% of the total annual value of the contract.
6. Security deposit equal to 5% of the Contract Value (refundable without interest after two months of termination of the contract) in the form of pay order/demand draft/ bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
7. The personnel provided by the Agency will not claim to become the employees of ICGEB and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in ICGEB.
8. The agency also agrees to comply with **Terms and Condition of NIT- 01/2024** and amendments thereto from time to time.
9. Decision of ICGEB in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
10. All the terms and conditions detailed in the tender document (ICGEB/NIT /Infrastructural Facilities/2023) will remain in force during the term of the contract.

11. In case of any dispute between the Agency and ICGEB, ICGEB shall have the right to decide. Any dispute arising out of this contract will be in accordance with the principle of international laws.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in ICGEB campus, New Delhi in the presence of the witness:

International Centre for Genetic Engineering & Biotechnology:

Witness:

1.

2.

Biju Mathew
(Administrative Officer)

Agency:

Witness:

1.

Authorised Signatory
Name & Address of the firm with seal

2.

(7)

Annexures for Technical Bid

Note: All the Annexures should be filled properly and neatly.

Annexure-A**TECHNICAL BID FORM**

S. No.	Description.	Fill the detail	Page No. of documentary
1.	Name of Agency.		
2.	Name of the Contractor (Firm/Individual) and Contact Person.		
3.	Date of Incorporation of the Firm		
4.	Whether Proprietary / Partnership		
5	Office Address in Delhi NCR, Tel. Nos and Email ID:		
6	GST Registration details (with documentary evidence)	No.	
7	PAN No. (with documentary evidence)	No.	
8	An average annual turnover of not less than Rs. 25.00 Lakhs per annum for last three years (2020-21, 2021-22 and 2022-2023) supported with	2020-21 Rs. 2021-22 Rs. 2022-23 Rs.	
9	One similar work of value not less than Rs. 5.6 Lakhs per annum.	1. Work order No. Date: Rs.	
10	Two similar works, each of value not less than Rs. 3.5 Lakhs each per annum.	1. Work order No. Date: Rs. 2. Work order No. Date: Rs.	
11	Three Similar works each of value not less than Rs 1.28 Lakhs each per annum	1. Work order No. Date:	

		Rs. 2. Work order No. Date: Rs. 3. Work order No. Date: Rs.	
12	Completion certificate, if fully executed.		
13	Signed and stamped Tender document		
14	Tender Fee		
15	Earnest Money Deposit		
16	Undertaking for not black listed		
17	Site visit acceptance certificate (signed and stamped)		

Authorised Signatory
Name & Address of the firm with seal

Annexure-B**TURNOVER DETAILS**

Last Three Years Comprehensive Turnover of the Bidding Entity				
(As per the Audited Financial Statement/Comprehensive reports to be enclosed duly certified by CA, copies of Income tax returns also enclosed as proof)				
Financial Year	Turnover of operations in similar kind of business	Turnover in Other Operation	Total Turnover	Net Profit

- Financial Statements are Balance Sheets and Profit & Loss Statements duly certified by a CA.
- The Audited Financial Statement etc., are for the year 2020-2021, 2021-2022, and 2022-2023 (Proofs to be submitted to satisfy/meet the requirements of the Eligibility criteria).

Authorised Signatory
Name & Address of the firm with seal

Annexure – C

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Authorised Signatory
Name & Address of the firm with seal

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected

Annexure –D**Details of other organizations where such contracts were undertaken as per the eligibility criteria.**

(Enclose supporting documents).

Proforma containing details of other organizations where such or similar contracts were undertaken.

Sl. No.	Name &Address of the organization, contact number	No. of personnel supplied	Period of contract	Whether international / Govt/semi Govt/Autonomous Bodies/ research laboratories//PSUs/ Institutions/ Industries etc. (pls. specify)	Amount of contract	Reason for termination (if currently not valid)

Annexure –E

UNDERTAKING/DECLARATION FOR NOT BEING BLACKLISTED

Date.....

To,
The Director
International Centre for Genetic Engineering & Biotechnology
Aruna Asaf Ali Marg
New Delhi – 110 067.

Dear Sir,

I / We hereby confirm that our firm has not been banned or Blacklisted by any government organizations/Institutions/Court/Public sector Units/Private organization. Further it is certified that there is no police case pending against our firm/partner relating to previous service contracts.

Authorised Signatory
Name & Address of the firm with seal

Annexure - F

This certificate shall be furnished duly signed & stamped with Techno-commercial Bid.

Site Visit Certificate

This is to certify that we have visited the site for work of Comprehensive Maintenance Contract (CMC) of Wireless Systems & Switches on and assessed the actual situation & nature of site. We have also assessed the amount of work involved at site for tendered work before submitting our offer. We will be able to complete the above work within stipulated time as per site conditions.

We further undertake that no extra cost will be claimed by us later-on for any difficulties/ modifications involved during the execution of tendered works. We understand that work is to be executed in an already operational/ functional institute.

IT In-Charge
ICGEB New Delhi

Authorised Signatory
Name & Address of the firm with seal

(8)

Price bid

PART-II**PRICE BID (Schedule of Rate)****Comprehensive Maintenance Contract (CMC) of Wireless Systems & Switches.**

	sn	Description	Qty	price per unit	Total Amount
A	1	ICX7150-SVL-RRMT-3 - ESS RMT SPT REN ICX7150 ALL, 3Years	7		
	2	S22-S144-3000 -	1		
		Associate Partner Support Renewal, SmartZone 144 Controller Appliance, 3-Year			
3	S22-0001-3LSG -	60			
	Associate Partner Support Renewal, Per SZ/(v)SZ AP, 3-Year				
B	GST				
C	Total (A+B)				
(Amt. in words: _____)					

Note:

1. Abnormally low and high bid will not be entertained.
2. GST should be mentioned separately.
3. Before quoting the rates, the Contractors should inspect the works at the campus of ICGEB.
4. Fill the price bid in Excel format.

Authorized Signatory
with company seal