

राष्ट्रीय कोशिका विज्ञान केंद्र

NATIONAL CENTRE FOR CELL SCIENCE

(An Autonomous Institution of the Department of Biotechnology, Govt. of India)
Savitribai Phule Pune University Campus, Ganeshkhind Pune 411007.

PART- I (TECHNICAL BID)

**DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING
OF BSL-II LAB AT N.C.C.S., PUNE**



DUE DATE FOR SUBMISSION: 31/03/2017 @ 15 HRS

TO BE SUBMITTED TO:

The Director

National Centre For Cell Science

Savitribai Phule Pune University Campus,

Ganeshkhind

Pune 411007 (Maharashtra, India)

NAME AND ADDRESS OF BIDDER: _____

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2. PRESS NOTICE TO BE ISSUED FOR PUBLICATION IN NEWSPAPERS

राष्ट्रीय कोशिका विज्ञान केंद्र NATIONAL CENTRE FOR CELL SCIENCE Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007					
NOTICE INVITING TENDER					
The Director N.C.C.S. Pune invites sealed Item Rate tenders under Two-Bid system for following works from registered contractors with C.P.W.D., Railways, M.E.S., B.S.N.L., P.S.U's or interested, inline, experienced, reputed Individuals, firms, OEM, Companies etc.					
Sr. No.	NIT No.	Name of Work	Esti. Cost	EMD	Time of Completion
1	NCCS/MAINT/379/KITCH EQUIP/2017/6	Supply, Installation, Testing and Commissioning of Kitchen Equipments	Rs20 Lakh	Rs.0.40 Lakh	Two Month
2	NCCS/MAINT./B SL-II/401/ 2017/7	Design SITC of BSL-II Lab	Rs.10.20 Lakh	Rs.0.21 Lakh	Two Month
Details of tender notice along with complete tender documents can be downloaded from our website www.nccs.res.in . All further information, instructions, corrigendum/addendum or notices will be published on our website only.					

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NATIONAL CENTRE FOR CELL SCIENCE
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Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007.

3. NOTICE INVITING TENDER

NCCS/MAINT./BSL-II/401/2017/7

11/03/2017

National Centre for Cell Science is a Premier Research, an Autonomous Institute under Department of Biotechnology, Govt. of India having office at Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007.

The Director N.C.C.S. Pune invites sealed Item Rate tender in Two Bid System from registered contractors with C.P.W.D., Railways, M.E.S., B.S.N.L., P.S.U's or interested, inline, experienced, reputed Individuals, firms, OEM, Companies etc for "**Design, Supply, Installation, Testing and Commissioning of BSL-II Lab at NCCS Pune**".

Name of the Work	Estimated Cost (Rs.)	EMD (Rs.)	Time for Completion
Design, Supply, Installation, Testing and Commissioning of BSL-II Lab.	Rs.10.20 Lakh	Rs.0.21 Lakh	Two Month

3.1 Eligibility criteria: (Please attached self- attested documents)

- 3.1.1 Legal Status of Bidder: Bidder should have legal status whether it will be a registered Proprietorship Firm/Partnership Firm/ Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity. Joint Ventures are not allowed for this work. The tenderer shall attach the copy of valid Shop Act, PAN Card, VAT etc.
- 3.1.2 Work Experience: The Bidder should have min three years of experience carrying out similar type of works.
- 3.1.3 Technical Capacity: The bidder must submit a self-attested copy of work order with completion certificate details filled with attached format FORM C of which the work has been completed within last three years upto previous day of last day of submission of tender, as a proof of similar work done. The value of each work order should be not less than
- 1) One similar completed works consisting not less than Rs.8.16 lakh
"OR"
 - 2) Two similar completed works consisting not less than Rs.6.12 lakh
"OR"
 - 3) Three similar completed works consisting not less than Rs.4.08 lakh

"Similar nature of works means Design, Supply, Installation, Testing and Commissioning of BSL-II Lab having class 10000 cleanliness".

- 3.1.7 Financial:
- The Bidder should have average Annual Turnover not less than Rs.10.20 lakh (Rupees Ten Lakh Twenty Thousand only) for last three immediate consecutive years ending on 31st March 2016.
 - The Bidder should not have loss for any consecutive two years during last three years ending 31st Mar 2016. Attach copy of Income Tax Return / certified balance sheet of the firm certified by CA for last three years.
- 3.1.8 The Bidder should accompany a DD / BG of Rs.21000/- (Rupee Twenty One Thousand only)-drawn on any Nationalized / Scheduled Bank in the favour of the Director, National Centre for Cell Science, Pune payable at Pune towards Earnest Money Deposit (EMD). BG should be valid for minimum of six months.

3.2 **Bid issue and submission:**

The interested bidders can download the tender document from website www.nccs.res.in which is available at free of cost. The offer should be submitted in the downloaded bid document in two-envelope system i.e. Technical Bid and Commercial Bid in two separate sealed envelopes super-scribing "**Design, Supply, Installation, Testing and Commissioning of BSL-II Lab at N.C.C.S., Pune**" in the respective envelopes and both the envelopes shall be submitted together in another sealed envelope duly addressed to

**The Director,
National Centre for Cell Science,
Savitribai Phule Pune University Campus,
Ganeshkhind, Pune 411007.**

The tender document should be submitted intact in a sealed cover either in person or by post without tampering with any of the pages and drawings thereof and duly filled in, signed and seal at the bottom of each pages and drawings, by the Bidder or his / their authorized representative and it shall reach at N.C.C.S., Pune on or before 31/03/2017 @ 15 Hrs. The tender received after the scheduled time on due date will not be considered.

The Director, N.C.C.S., Pune reserves the right to amend or withdraw any of the terms and conditions contained in the tender document before accepting the tender or to reject any or all the tenders without giving any notice or assigning any reason. The decision of the Director, N.C.C.S., in this regard shall be final and binding on all.

3.3 **Important dates of tendering process:**

1	Tender available on website for download	:	11/03/2017 to 31/03/2017
2	Pre-bid Meeting	:	22/03/2017 @ 15 Hrs
3	Tender Submission due date	:	31/03/2017 @ 15 Hrs
4	Opening of Technical Bid	:	31/03/2017 @ 15 Hrs
5	Opening of Commercial Bid	:	Will be communicated in due course of time

DIRECTOR

4. DEFINITIONS AND TERMS:

In this document the following words and expressions have the meaning hereby assigned to them

- 4.1 **Employer** shall mean National Centre for Cell Science, Pune and shall include his successors and assign, as well as his authorized officers or representatives. National Centre for Cell Science shall be known as "N.C.C.S."
- 4.2 **Bidder** shall mean the Proprietor / Individual, Partnership firm, Company / Corporation, Society; they shall be, for the purpose of this contract.
- 4.3 **Contractor** shall mean the person or the persons, firm or company whose tender has been accepted by the NCCS and shall include his/their heirs, and legal representatives, the permitted assigns and successors.
- 4.4 **Contract** shall mean the Articles of Agreement, General & Special Terms & conditions, Schedule of Quantities and Specifications attached hereto and duly signed.
- 4.5 **Site** shall mean the site of the contracted works at National Centre for Cell Science, Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007.
- 4.6 **Work** shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract.
- 4.7 This Contract shall include the notice inviting Tenders, the Articles of Agreements, the General Conditions of Contract, the Special conditions of contract, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements and drawings pertaining to the work. All sections of this Contract Document are to be read together. Further such correspondence between the NCCS and Contractors as admitted by the NCCS before award of work and thereafter shall also form part of contract documents.

5. INSTRUCTIONS TO THE BIDDERS:

5.1. METHOD OF APPLICATION:

- 5.1.1. If the Bidder is an individual, the application shall be signed by him above his full type-written name and current address.
- 5.1.2. If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 5.1.3. If the Bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of the partnership deed and current addresses of all the partners of the firm should accompany the application.
- 5.1.4. If the Bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
- 5.1.5. The Bidder should submit Technical Bid & Commercial Bid in separate sealed Envelopes super scribing "Technical Bid" and "Commercial Bid" as the case may be as mentioned in the Tender Notice.
- 5.1.6. Bidders shall go through all documents before quoting the rates.
- 5.1.7. Bidder should ensure that the documents are attached with Technical Bid as per Check list and all pages of Tender and documents are signed and stamped. Failure to do so shall lead to the rejection of bids.
- 5.1.8. Bidder should submit their details as per attached format Letter of Transmittal and All Forms (A to F) with self-attested documents.
- 5.1.9. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting, Pages of the qualification document are numbered. Additional sheets, if any added by the Bidder, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 5.1.10. References, information and certificates from the respective clients certifying suitability, technical knowhow or capability of the Bidder should be signed by an authorized person or officer.
- 5.1.11. Any information furnished by the Bidder 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 NCCS.

5.2. BIDDER TO VISIT SITE:

The bidder may visit/examine the site and it's surrounding on pre bid meeting dated 22/03/2017 at 14.00 pm for the proper assessment of prospective assignment (scope of works). No claims later on shall be entertained.

5.3. PRICE:

- 5.3.1. The rate(s) and amounts must be quoted in Indian Rupees only. The total amount should be written both in figures and in words.
- 5.3.2. The rates for all tendered items shall be inclusive of all taxes, duties, levies, transportation, transit insurance, loading unloading, any contingency charges etc.
- 5.3.3. In the event no rate has been quoted for any item(s), leaving space in figure(s) and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

5.4. CLARIFICATION OF BID:

- 5.4.1. To assist in the examination and comparison of Bids, the NCCS, Pune may, at its discretion, ask any Bidder for clarification of his Bids. The request for clarification and the response shall be in writing or by email / fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 5.4.2. Any effort by the Bidder to influence the NCCS's Bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

5.5. BID OPENING:

On the due date as specified in tender, NCCS Pune will first open technical bid of all bids received in the presence of the bidders/ their representatives who wish to attend.

5.6. TECHNICAL EVALUATION OF BID:

Initially bidders will be shortlisted as per eligibility criteria led down in the tender. N.C.C.S. may at any time after opening of the technical bid, depute a team of its' officials to the site / work place / office of the Bidder to get the credentials of the information furnished by the Bidder and to verify the status, workmanship & quality of the work / services rendered by them. The tender of the bidder shall be liable for rejection in case of

- i. Any information furnished by the Bidder is found incorrect.
- ii. The quality of the work and workmanship is found unsatisfactory

The technically qualified responsive bidder only will be short listed for opening of the commercial bids.

5.7. AWARD OF CONTRACT:

The NCCS, Pune shall award the Contract to the Bidder whose evaluated offer/Bid has been found to be the technically suitable, financially lowest and is substantially responsive to the Bidding Document, provided further that the Bidder is found to be qualified to execute the contract satisfactorily.

The Director, NCCS reserves the right to accept or reject any bid or all the bids at any time, without thereby incurring any liability to the affected bidder or specifying the grounds for the same.

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation

of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the E-I-C shall be communicated in writing to the E-I-C.

The Contractor shall prepare an BAR Chart for the execution of the work showing clearly all activities with sequence from the start of the work to the completion, with detailed of manpower, materials, equipments and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval of the E-I-C, NCCS within ten days of award of the contract /issue of LOI.

6. GENERAL CONDITIONS OF CONTRACT:

6.1 PRE BID CONFERENCE-

- 6.1.1. The objective of PBC is to provide a platform for clarifying issues and clearing doubts, if any, about the specification and other allied technical/commercial details of the bid document. Bids should be submitted only after the PBC so as to take care of the change made in the bidding document. Bidders are requested to send their written queries, doubts, clarifications if any well in advance on following email, minimum two days before meeting.

Email: maintenance@nccs.res.in
pendharia@nccs.res.in

- 6.1.2. The bidder may request a clarification of the pre bid minutes of the meeting from the NCCS **within two days** from uploaded on the NCCS website. No any quires will be entertained after above deadline.
- 6.1.3. At any time prior to the deadline for submission of tenders, the NCCS may for any reason, whether on its own initiative or as a result of a request for clarification by the bidder, modify the tender documents by issuing addendum.
- 6.1.4. If the NCCS convenes a meeting of the bidder, it shall prepare minutes of the meeting containing the request submitted at the tender documents. Change in the technical specifications and terms & conditions if any, for the above items after pre-bid, will be provided by e-mail promptly to all bidders and also posted on the NCCS website. All Bidders are requested to quote accordingly.

6.2 PERFORMANCE BANK GUARANTEE (PBG)-

- 6.2.1. The Successful Bidder shall submit an irrevocable Performance Bank Guarantee of 10% (Ten percent) of the contract amount for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period of seven days from the date of issue of letter of Intent as per attached format as ANNEXURE II of any Nationalized /Scheduled Bank.

After receipt of Performance Bank Guarantee from the successful Bidder, formal work order will be issued and physical site will be handed over and EMD will be refunded to all bidders within one week without any interest.

If he / she / they decline/s or fail/s to submit the PBG within the stipulated time, the EMD shall stand forfeited, without prejudice to N.C.C.S.'s right to rescind the contract and other rights and remedies warranted by the law.

In the event of refusal to carry out work within fifteen days by the successful Bidder on any grounds, its Earnest Money Deposit / Performance Bank Guarantee shall be forfeited.

- 6.2.2. The Performance Bank Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of PBG extended to cover such enlarged time for completion of work. The original PBG will be returned to the contractor after sixty days from the date of completion of project work on written request by contractor, without any interest.

6.2.3. The Engineer-in-Charge shall not make a claim under the PBG except for amounts to which NCCS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- i) Failure by the contractor to extend the validity of the PBG as described herein above, in which event the Engineer-in-Charge may claim the full amount of the PBG.
- ii) In the event of the contract being determined or rescinded under provision of any of the Condition of the agreement, the PBG shall stand forfeited in full and shall be absolutely at the disposal of the NCCS.

6.3 **SECURITY DEPOSIT:**

Security deposit of 10% shall be deducted from the bills payable to the contractor.

Security Deposit will be refunded after twelve months of defect liability period plus sixty days from the date of completion of work. In case of unsatisfactory performance by the Contractor Security Deposit (10%) will be forfeited.

6.4 **VALIDITY OF OFFER:**

Bidder/s shall keep his / their offer valid for a period of at least 3 months (90 days) from the date of opening of the Technical Bid. If any Bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer, the EMD is liable to be forfeited.

6.5 **PAYMENT TO CONTRACTOR:**

6.5.1. No advance payment will be paid against this work order.

6.5.2. 60%.Payment will be made within 30 days against delivery of full material at NCCS in good condition against Invoice with delivery challans.

40% Payment will be made within 30 days against satisfactory completion of installation, testing, commissioning and validation of the BSL-II lab and as per actual measurements of work carried out at site.

Security deposit of 10% deducted from respective bills shall be paid after completion of Defect Liability Period of one year from the date of Commissioning and testing of the lab.

6.5.3. Payments will be made online by RTGS / NEFT.

6.5.4. TDS will be deducted as per Prevailing Rules.

6.6 **RIGHT TO ACCEPT OR REJECT TENDER:**

The Director, N.C.C.S. reserves the right to amend or withdraw any of the terms and conditions contained in the tender document before accepting the tender or to reject any or all the tenders without giving any notice or assigning any reason. The decision of the Director, N.C.C.S. in this regard shall be final and binding on all.

The Director NCCS reserves the right to delete items, reduce or increase the scope of work without the contractor claiming any compensation for the reduction in the scope of work. Contractor has bound to carry out the reduced or increased quantity of work at the quoted rates.

6.7 ABNORMALLY HIGH RATE (AHR) & ABNORMALLY LOW RATE (ALR) ITEM:

If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the NCCS may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities of demonstrate the internal consistency of these prices with the working method and the schedule proposed.

6.8 ESCALATION:

Escalation is not applicable for this work.

6.9 SIGNING OF THE CONTRACT:

6.9.1. The successful Bidder shall be required to execute an agreement with NCCS as per the General Conditions / Special conditions enumerated in the tender documents and as per attached format as ANNEXURE III, on a Non-Judicial Stamp Paper of Rs.500/- (Rupees Five Hundred only) within 15 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement within the above stipulated period. The NCCS reserves the right to forfeit the EMD / PBG and cancel the contract.

6.9.2. Until the Agreement is formally signed, the Letter of Intent/ Work Order of Tender issued to the successful Bidder and accepted by him shall be operative and binding on the NCCS and the Contractor.

6.9.3. No payment for the work done will be made unless contract is signed by the Contractor.

6.9.4. N.C.C.S. may at any time after opening of the tender depute a team of its' officials to the site / work place / office of the Bidder to get the credentials of the information furnished by the Bidder verified by collecting the spot information as to the status, workmanship & quality of the services rendered by them. If any information furnished by the Bidder is found to be incorrect, the tender of such Bidder shall be liable for rejection.

6.9.5. It shall be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the workers engaged by him at N.C.C.S. Pune and N.C.C.S. shall have no liabilities in this regard.

6.9.6. The N.C.C.S. will not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing Bidder in the course of their performing the functions / duties, or for payment towards any compensation.

6.10 DISCIPLINE:

Contractor shall carry out the works hereunder with due diligence and in a safe and workman like manner according to good Contractor's employees and shall abide by and conform to all rules and regulations promulgated by the NCCS governing the operations.

6.11 SAFETY CODE:

The Contractor shall take adequate precautions to ensure that the tendered works not at all affects the working of the NCCS. He shall take adequate measures to barricade the work sites so that unauthorized persons do not enter the work site. All the safety codes and the preventive measures for this type of work shall be strictly followed. All the personnel and staff shall be under the Contractor's authority and it shall be the responsibility of the Contractor for all insurance, accident claims etc. at the site. The Contractor shall strictly abide by the labour laws in force from time to time and comply with the same and will co-ordinate directly with the concerned authorities. Contractor should follow CPWD safety code norms and IE norms applicable for this work at his own risk and cost.

6.12 INDEMNITY BOND:

The Contractor shall at all times hold N.C.C.S. harmless and effectively indemnified (as per attached ANNEXURE-IV) on a Non-Judicial Stamp Paper of Rs.500/- (Rupees Five Hundred only) within 15 days from the date of receipt of the notice of acceptance of tender. This clause shall survive the termination of this contract.

The Contractor shall indemnify, protect and save NCCS against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory Infringements in respect of all the cold room equipments etc. supplied by him

6.13 QUALITY OF WORK:

The quality of work at all stages should be as per the standards laid down, as per NIT and explained to the Contractor by N.C.C.S., Pune. It is made clear that there cannot be any compromise in the material quality and workmanship of work. It shall be the responsibility of the Contractor to ensure that the standards laid down from time to time are strictly maintained. Contractor should use approved brands of materials only and get approved sample of each material from Engineer in charge before use.

6.14 DATE OF COMPLETION:

6.14.1. Time is the essence of the Contract.

6.14.2. The entire work shall be completed in 60 days (Two month) in all respects including testing within the period.

6.14.3. In order to complete the work, within the time limit the contractor has permitted to work from 9 am to 5 pm on all working days.

6.14.4. The Bidder should submit **detailed tentative BAR Chart** showing delivery of materials, installation, testing, commissioning, training, documentation and handing over the systems with this tender document.

6.14.5. The work shall not be considered as complete until the Engineer in charge of NCCS have certified completion in writing. The defects liability period shall commence from the date of such certificate.

6.15 DEFECT LIABILITY PERIOD:

The Defect Liability Period (Period of Maintenance) for the work is twelve month from the date of the completion of work. During the period of maintenance, the contractor will be responsible for rectifying any defects in working caused due to bad workmanship and poor quality of materials etc. This will be rectified by the contractor at his own expenses otherwise SD (10%) will be forfeited.

6.16 COMPENSATION FOR DELAY:

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the NCCS on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Engineer in Charge of NCCS (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause- Time and Extension for Delay or that the work remains incomplete.

Compensation for delay of work @ 1.5 % per month of delay to be computed on per day basis provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the contract value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this contract with the NCCS or the security deposit will be forfeited.

6.17 WHEN CONTRACT CAN BE DETERMINED:

6.17.1 Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases.

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

If the contractor fails to complete the work within the stipulated date, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing by the Engineer-in-Charge.

- iii) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take

effective steps to remedy it within 7 days after a notice in writing is given to him by the Engineer-in-Charge.

- iv) If the contractor shall offer or give or agree to give to any person in NCCS service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NCCS.
- v) If the contractor shall obtain a contract with NCCS as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- vi) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- vii) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- viii) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

6.17.2 When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Director, NCCS shall have powers.

- i) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NCCS.
- ii) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.
- iii) In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof

or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

- iv) In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

6.18 TIME AND EXTENSION FOR DELAY:

The time allowed for execution of the Works as specified in the NIT or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in NIT or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Director NCCS shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

- 6.18.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Engineer-in Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds the time period to complete the work as per mile stones given in NIT.

6.18.2 IF THE WORK(S) BE DELAYED BY:-

- i) force majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

Then upon the happening 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 endeavors 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.

- 6.18.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing of the happening of the event causing delay on the prescribed form to the Engineer-in Charge. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 6.18.4 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing of the happening of the event causing delay on the prescribed form to the Engineer-in Charge. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 6.18.5 In any such case the Engineer-in Charge may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in Charge in writing after receipt of such written request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in Charge and this shall be binding on the contractor.

6.19 MEASUREMENTS OF WORK DONE:

All measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative after completion of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

6.20 CONTRACTOR TO KEEP SITE CLEAN:

On completion of the work, all rubbish materials related to contract works shall be removed by the contractor(s) at his/their own expenses and the site cleaned and handed over to the NCCS and shall intimate officially of having completed work as per contract.

If it is noticed that the Contractor does not clean the place of work, then N.C.C.S. PUNE reserves the right to get the area cleaned and unilaterally debit the cost of cleaning to the Contractor or deduct the cost incurred, from the Contract amount as deemed fit.

6.21 DISMANTLED MATERIAL NCCS PROPERTY:

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as NCCS property and such materials shall be handed over to NCCS after completion of work.

6.22 INCONVENIENCE TO NCCS ACTIVITIES:

The Contractor shall not deposit materials on any site which will seriously inconvenience to any of the NCCS activities. The Engineer in charge may instruct the Contractor to remove such materials which are considered by him to be dangerous or inconvenient to the activities of the NCCS.

6.23 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS ETC:

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge copy of the contract documents together with specifications, designs, drawings and instructions as are NIT.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods for execution of the works.

6.24 DEVIATION / VARIATION – EXTENT & PRICING:

The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge, and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or, substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extension shall be allowed to the contractor. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance to the prevailing market rate analysis.

6.25 CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR:

If contractor:

- 6.26.1. At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- 6.26.2. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- 6.26.3. Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing by the Engineer-in-Charge.

The Engineer- in-Charge without invoking action may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to NCCS, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- i. Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- ii. Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by NCCS because of action under this clause shall not exceed 10% of the work order value.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by NCCS in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by NCCS as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to NCCS in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

7. SPECIAL CONDITIONS OF CONTRACT:

- 7.1. For Technical data and specifications if in doubt / unclear / mismatch, the same are to be clarified with the Engineer in Charge.
- 7.2. The bills of quantities indicated in this tender are approximate and are liable to change at the discretion of the NCCS. Any variation in quantities will not be applicable for change/modification in quoted rates.
- 7.3. The Contractor will be responsible for the due and proper execution of all the works as per the terms and conditions. The contracting agency should study the design details and understand clearly, prior to quoting. The responsibility of performance will be with the Contractor.
- 7.4. The contractor may have to use additional supports, scaffoldings, materials, accessories, equipments, hardware, labor etc. for proper execution of the work and performance of the system. No additional cost will be paid for this.
- 7.5. The NCCS reserve the right to call explanations and rate analysis from any bidder, regarding the calculations / clarifications on any details. They may also visit the office of the bidder / various works carried out by him. The necessary co-operation in this regard is envisaged from the bidder.
- 7.6. The NCCS or their representatives shall have access to the workshop /Manufacturing facilities of the bidder and or successful contractor so as to assure themselves of the quality of the material and workmanship.
- 7.7. In order to complete the work, within the time limit the contractor has permitted to work from 9 am to 5 pm on all working days.
- 7.8. Min. one experienced, competent engineer of the contractor, capable of understanding all the technical points etc., related to this work and act accordingly, should be available on site all the times.
- 7.9. In case of conflict in specifications or terms, between tender, general engineering practice, National and International Codes, more stringent among all will be applicable.
- 7.10. The NCCS shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.
- 7.11. Contractor should specify demand for power, required for drilling, etc., well in advance. Contractor shall be given electricity and water free of cost at one point. The contractor has to make his own arrangement for taking it up to using place at his own expense. Single phase electrical supply will be made available. The contractor shall make further arrangements at his own cost ensuring safety of instruments and persons at all time.
- 7.12. The Contractor should obtain the requisite license for running the establishment from authorities such as Municipality, Local Authority, State / Central Departments etc., at its' own cost. The N.C.C.S. shall not be responsible in any way for any breach of these rules and regulations by the Contractor.
- 7.13. The Contractor shall comply with all the statutory requirement in respect of engaging the personnel, their service condition, rules and regulation and all liabilities under the various labour law and other statutory obligations like PF, ESIC, Bonus, workmen's compensation, gratuity and also comply with the provisions of Minimum Wages Act, Payment of Wages Act etc. shall be that of the Contractor, and N.C.C.S., Pune shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.

7.14. RESOLUTION OF DISPUTES :

Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to /sought from the Director, N.C.C.S., whose decision in the matters shall be final and binding on the Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Director, N.C.C.S. whose decision will be final and binding on the Contractor.

If the dispute is not resolved through the reference made to the Director, N.C.C.S., a reference of the same shall be made to an Arbitrator to be appointed by the Director N.C.C.S. Pune for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modification there under from time to time. There shall be no objection if the Arbitrator to be appointed is a Competent Officer of N.C.C.S. in the discretion of the Director N.C.C.S. Pune.

LEGAL JURISDICTION:

If any dispute is not resolved by Arbitration will be referred to the Court of Pune Jurisdiction only.

7.15. CERTIFICATE OF COMPLETION OF WORKS:

7.15.1. The Contractor shall report in writing to the Engineer in charge, as and when the works are completed in all respects. The Engineer in charge shall after the joint verification and measurement of the works with the Contractor.

7.15.2. The defect liability period shall commence only from the date of final measurement.

8.0 SCOPE OF WORK:

- 8.1. The scope of includes the proposed BSL-II / Cleanroom facility for Class 10000 is to be designed, built, installed and commissioned as per ISO-14644: 2001 standards. Bidder has to strictly comply with the requirements specified in various sections of this document and autoclave room as per prevailing relevant Rules & Regulations applicable for this work.
- 8.2. The BSL-II / Clean room is suitable for small animal holding BSL-II pathogenic experimental laboratory research works.
- 8.3. To design, build, install and commission Cleanroom facility comprising of ISO-Class 7 and Autoclave room as per the attached drawings. Detailed specifications of the proposed facility are given in Part-II Commercial / Price Bid of this document.

8.4. Third party validation:

Post commissioning of the Cleanroom facility, compulsory validation of the Cleanroom Areas by Approved certified organization, having appropriate ISO Registration. The necessary charges shall be borne by the contractor.

8.5. Cleanroom Specifications:

S. No.	Specifications	
1	Total Area	Approx. 14 Sq. m
2	Room Height	3 Mtr
3	Room Temperature	22 ± 1° C
4	Room Relative Humidity	55 ± 5 %
5	Room negative pressure (w.r.t atm. pressure)	20 ± 5 KPa
6	Antiroom negative pressure (w.r.t atm. pressure)	10 ± 5 KPa
7	Air change Rate	Minimum 30-35 Air changes /hour
8	Air Velocity	0.05 to 0.2 Meters per second
9	Exhaust Air	Approx. 40 %
10	Fresh Air	Approx. 30%
11	Recirculation Air	Approx. 70%
12	Sound pressure level	55 ± 5 db
13	Intensity of light (Flat diffuser white light)	450 to 600 Lux
14	Filters	HEPA filter efficiency @ 99.997%

9. FORMS AND ANNEXURES:

9.1. INFORMATION REGARDING ELIGIBILITY LETTER OF TRANSMITTAL

ANNEXURE -I

From:

To,
The Director
National Centre for Cell Science
Savitribai Phule Pune University Campus,
Ganeshkhind
Pune 411007.

Subject: Submission of bids for the work Design, SITC of BSL-II Lab at N.C.C.S., Pune.
Ref.: NIT No. NCCS/MAINT/401/BSL-II LAB/2017/7 Dated 11/03/2017

Dear Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to F and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we also authorize Officer of NCCS to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works:

Name of work :
Certificate from :
Enclosures :
Seal of bidder
Date of submission :

Signature of Bidder.

9.2. FINANCIAL INFORMATION

FORM A

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the Bidder to the Income Tax Department (Copies to be attached).

Sr. No.	Details	Year		
		FY 2013-14	FY 2014-15	FY 2015-16
i.	Annual Turnover			
ii.	Net Profit			
iii.	Loss if any			

Signature of Chartered Accountant with Seal

9.4. BIDDER DETAILS / STRUCTURE & ORGANISATION

FORM C

No.	Required Information	
1	Name and registered address of the Individual/firm/company	
2	Legal status (Individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc.)	
3	Name of the contact person, Designation, Telephone No., Fax No., E-mail id	
4	Name of alternative contact person, Designation, Telephone No., Fax No., E-mail	
4	Month and Year of commencement of service business.	
5	Statutory details (Photocopies to be attached)	
5.1	Copy of Registration of firm (Shop Act / Company registration)	
5.2	PAN No.	
5.3	Registration for VAT	
5.4	ISO Certificate Reg. No. if any	
6	Other Relevant documents if any	

Signature of Bidder

9.7. DECLARATION FOR NOT BLACK LISTED

FORM F

Date

To,
The Director
National Centre for Cell Science,
Savitribai Phule Pune University Campus,
Pune 411007.

Dear Sir,
Ref.: Tender No. NCCS/MAINT/401/BSL-II LAB/2017/7 Dated 11/03/2017.

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government.

In case the above statement made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract.

Signature of Bidder:
Name :
Designation :
Seal

Place :
Date :

9.8. FORM OF BANK GUARANTEE

ANNEXTURE II

In consideration of the Director (herein after called "National Centre for Cell Science, Pune") having offered to accept the terms and conditions of the proposed agreement between_____ and _____ (Hereinafter called "the said Contractor(s)") for the work_____ (Hereafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.____. (Rupees_____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We__ (Hereinafter referred to as "the Bank") hereby (Indicate the name of the Bank) undertake to pay to the National Centre for Cell Science, Pune an amount not exceeding Rs.____. (Rupees_____ only) on demand by the National Centre for Cell Science, Pune.
2. We__ do hereby undertake to pay the amounts due (indicate the name of the Bank) and payable under this Guarantee without any demure, merely on a demand from the National Centre for Cell Science, Pune stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.____. (Rupees_____ only).
3. We, the said bank further undertake to pay to the National Centre for Cell Science, Pune any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We __ further agree that the guarantee herein (indicate the name of the bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the National Centre for Cell Science, Pune under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the National Centre for Cell Science, Pune certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We__ further agree with the National Centre for Cell Science, Pune that (indicate the name of the bank) the National Centre for Cell Science, Pune shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the National Centre for Cell Science, Pune against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the National Centre for Cell Science, Pune or any indulgence by the National Centre for Cell Science, Pune to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We__ lastly undertake not to revoke this (indicate the name of the bank) guarantee except with the previous consent of the National Centre for Cell Science, Pune in writing.
8. This guarantee shall be valid upto__ unless extended on demand by National Centre for Cell Science, Pune. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.__. (Rupees_____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the__ day of__ for__.

(Name of Bank)

9.9. **ARTICLES OF AGREEMENT**
(ON NON-JUDICIAL STAMP PAPER OF RS. 500/-)

ANNEXURE III

This Contract Agreement made on this ___ day of ___ 20___ w.e.f. ___ day of ___ 20___ for the work of
_____ Between

M/s. _____ (refer note) in the town of _____ hereinafter called "THE CONTRACTOR"
(which term shall unless excluded by or repugnant to be subject or context include its successors and
permitted assigns) of the ONE PART

AND

National Centre for Cell Science, a society registered under the Societies Registration Act and having its
office at Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007 hereinafter called the
"NCCS" (which term shall unless excluded by or repugnant to the subject or context include its successes
and assigns) of the OTHER PART.

WHEREAS

- a. The NCCS is desirous that the Works of _____ NCCS, Pune (Tender Ref. No. _____ dt. _____) should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, Detailed NIT, General Conditions of the Contract, Special Conditions of the Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, Pre bid minutes, has called for Tender.
- b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- c. The tender documents including the NCCS's Press Notice Inviting Tender, Detailed NIT, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, plan, time schedule for completion of work, Pre bid minutes, TCD Negotiation if any. Letter of Acceptance of tender, Work order, all correspondence related this work and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

- d. Contractor shall not claim any escalation in contract rate for rise in prices of materials/labour etc. during the completion of work and shall complete the work at contracted rate which shall be valid for period ___ month from the date of issue of Work Order. In case of extension in the time period for execution of the contract beyond period ___ month, for any reasons of delay, he shall not be eligible for escalation and the NCCS decision in this respect shall be final and binding on the contractor.

AND WHEREAS

The NCCS accepted the tender of M/s._____ (refer note___) (CONTRACTOR) for the Works of_____ at NCCS, Pune and issued work order letter Ref.No. _____ dated ___ at the total cost of Rs.____ (Rupees _____) as rates stated in the Schedule of quantities for the work and accepted by the NCCS (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the NCCS that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
2. In consideration of the due provisions execution, completion and maintenance of the said work, the NCCS does hereby agree with the contractor that the NCCS will pay to contractor the respective amounts for the work actually done by him and approved by the NCCS at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
3. It is specifically and distinctly understood and agreed between the NCCS and the contractor that the contractor shall have no right, title or interest in the site made available by the NCCS for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the NCCS shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.
4. The dispute or difference if any, relating to this agreement or any document appended hereto shall be settled by arbitration under the provisions of Indian Arbitration & Conciliation Act, 1996 or any rules and regulations framed there under within the Jurisdiction of Pune and the Jurisdiction of Arbitration shall be the city of Pune only.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of NCCS

Signature and delivered for and on behalf of the contractor

NCCS, Pune

CONTRACTOR

Address :
Date :
Place :

Address :
Date :
Place :

In presence of following witnesses

1 Signature :
Name :

1. Signature :
Name :

2 Signature :
Name :

2. Signature :
Name :

{NOTE:

FOR PROPRIETARY CONCERN

Shri.....s/o.....r/o.....carrying on business under the name and style of.....at..... (Hereinafter called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

FOR PARTNERSHIP CONCERN

M/sa partnership firm having its registered office at (Hereinafter called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives). The partners of the firms are:

- i) Shris/o....., And
- ii) Shris/o.....etc.

FOR COMPANIES

M/sa company duly incorporated under the Indian Companies Act, 1956 and having its registered office atin the state of (Hereinafter called the said Contractor which expression shall unless the context requires otherwise include its successors and assign). }

9.10. INDEMNITY BOND

(ON NON-JUDICIAL STAMP PAPER OF Rs.500/-)

ANNEXURE IV

This deed of Indemnity is made this _____ day of ___20___ between

M/s._____, (hereinafter called "The Contractor" which expression shall unless repugnant to the context or meaning Thereof include its successors and assigns) of the FIRST PARTY and

Director, National Centre For Cell Science, Pune, an Institute having its Registered Office at Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007 (hereinafter called the "NCCS" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the SECOND PARTY.

WHEREAS the Contractor has, interalia, agreed with the Institute to execute the work _____ on the Terms & Conditions contained in the Notice Inviting Tender No: _____ between the Institute and the Contractor.

Whereas the Contractor has to furnish an Indemnity of the said Agreement. It is now agreed by and between the Parties hereto as follows:

1. In accordance with the said Agreement, on the Contractor furnishing this Indemnity, the Contractor hereby undertakes to indemnify the Institute and keep the Institute indemnified from time to time against any loss caused due to mishandling, mis- operating or improper maintenance etc. or damage caused to or suffered by the Institute by reason of any breach or breaches on the Contractor's art of any of the Terms & Conditions contained in the said Agreement and in the event the contractor shall make any default or defaults in carrying out any of the works under the said Agreement or otherwise in observance or performance of any of the Terms & Conditions relating thereto in accordance with the true intent and meaning thereof, the Contractor shall forthwith on demand and without demur pay to the Institute such sum or sums as may be claimed by the Institute as losses, damages, costs, charges or expenses by reason of such default or defaults on the Contractor's part.
2. Notwithstanding anything to the contrary in these presents or in the said Agreement The Institute's decision as to whether the Contractor has made any default or defaults or the amount or amounts to which the Institute is entitled by reason thereof will be binding on the Contractor for the purpose of this Indemnity and the Contractor shall not be entitled to ask the Institute to establish its claim or claims under this Indemnity but will pay the same on demand without any objection provided always the mutual rights under the said Agreement shall not in any way be prejudiced by reason of such demand by the Institute and payment by the Contractor under this Indemnity and the claims under the said Agreement (which Shall be settled in accordance with the said Agreement) without prejudice to the Institute's rights to demand immediately under this Indemnity and the Contractor's liability to pay the same.
3. This Indemnity shall continue and hold good until it is released by the Institute in writing on the Contractor's application after expiry of relative Guarantee period of the said Agreement and after the contractor has discharged all his obligations under the said Agreement and submitted a "NO

DEMAND CERTIFICATE" from the Institute under the said Agreement. The Indemnity Bond shall be valid for a minimum period of CONTRACT PERIOD and renewable thereof (Claim Period).

4. The Institute will have the fullest liberty from time to time to enforce or forbear to enforce any of the Terms & Conditions of the said Agreement and the Contractor shall not be released from his / their liability under this Indemnity by the exercise of the Institute 's liberty with reference to the matters aforesaid or by reason of any time being given to the Contractor or any forbearance, act or omission on the Institute's part or any indulgence by the Institute to the Contractor or by any variations or modifications of the said Agreement or any other act, matter or thing whatsoever on the Institute's part.
5. This Indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before given to the Institute by the Contractor and this indemnity does not revoke or limit such indemnities or guarantee.

IN WITNESS WHEREOF the Parties hereto have executed these presents the day the year First hereinabove written.

Name and sign of the Contractor

Engineer in Charge
N.C.C.S., Pune

In the presence of following Witness

1. _____

2. _____

10. CHECK LIST OF DOCUMENTS SUBMITTED:

Sr No.	Particulars	Submitted (Yes No)	Remark
1	Two separate bids i.e. Technical and Commercial submitted in single envelope dully sealed.		
2	Earnest Money Deposit (EMD)		
3	Copy of Registration certificate of firm (Shop Act/ Company Registration)		
4	Copy of PAN card		
5	Copies of IT return for last three years		
6	Copy of VAT Registration.		
7	Copy of ISO Certification, if available		
8	Copies of similar supporting work orders with completion certificate		
9	List and clients indicating quantum of work executed with them		
10	ANNEXURE I- Letter of Transmittal		
11	Form- A to F		
12	Seal signed copy of Pre-bid meeting minutes		
13	Detailed tentative BAR Chart		

11. LAYOUT & DRAWING:

PROPOSED LAYOUT PLAN FOR BSL-II LAB

राष्ट्रीय कोशिका विज्ञान केंद्र

NATIONAL CENTRE FOR CELL SCIENCE

(An Autonomous Institution of the Department of Biotechnology, Govt. of India)
Savitribai Phule Pune University Campus, Ganeshkhind Pune 411007.

PART- II (COMMERCIAL/ PRICE BID)

**DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING
OF BSL-II LAB AT N.C.C.S., PUNE**



DUE DATE FOR SUBMISSION: 31/03/2017 @ 15 HRS

TO BE SUBMITTED TO:

The Director
National Centre For Cell Science
Savitribai Phule Pune University Campus,
Ganeshkhind
Pune 411007 (Maharashtra, India)

NAME AND ADDRESS OF BIDDER: _____

BILL OF QUANTITY

NCCS/MAIN/401/BSL-II LAB/2017/7

11/3/2017

Sr. No.	Particulars	Qty	Unit	Unit Rate	Total Amount
				(Rs.)	(Rs.)
1	<p>Supply and installation of Puff Panel for Self standing walls and ceiling:- 80mm thickness having 0.5mm thickness GI Pre-coated sheet from all side, Puff density 40 kg/m³, suitable C channel of 1mm thickness GI powder coated, suitable L angle of 1mm thickness GI powder coated with necessary hardwares such as Anchor Fastener, Pop Revet, ceiling with best quality silicon sealent, with all vertical walls and ceiling corners provided with suitable size coving, Installation work etc. as per darwing. Complete Job. Approved make: Bedsales/ EPAC/ LLyods/Renac/ Metecho/Equivalent.</p>	870	Sq ft		
2	<p>Supply and installation of G. I. Ducting:- For supply and return air approx size 300X450mm, 22/24 Guage G.I. sheet, Anchor fastener, lifting rod, Gasket, silicon, hardware with Armstrong/Armashell / Supreme/Equivalent make insulation having Aluminium foil protective cover 10 mm thick for ducting & riser etc. Fabrication of duct to be as per SMACNA standards., All joints should be properly sealed and provided neoprene rubber gasket for lateral joints to render joints leak proof, vibration free, noiseless, Grills & diffusers to be fabricated out of anodised aluminium extruded materials with face operated volume control damper, flexible ducts meets BSL-II room requirement etc. Complete Job.</p>	400	Sq ft		
3	<p>Supply and installation of Clean Room Door:- 2100X900 Door fabricated from G.I. powder coated sheet metal having 1mm thickness. Door frame 1.2mm thickness GI Powder coated, dully filled with Puff having density 40 kg/m³, Double Glass view window 5mm thick toughen glass having size 300x600mm, S.S. Handle size 250 mm, Door closer Dorma/ Equivalent make, 4" Dorma make S.S. Ball Bering hinge, Dorma Make door lock, S.S. hardware Automatic Door seal OMEGA/Equivalent make etc. Approved make: Renac / Equivalent</p>	2	No's		
4	<p>Supply and installation of Clean Room Door:- 2100x1100 Door fabricated from G.I. powder coated sheet metal having 1mm thickness. Door frame 1.2mm thickness GI Powder coated, dully filled with Puff having density 40 kg/m³, Double Glass view window 5mm thick toughen glass having size 300x600mm, S.S. Handle size 250 mm, Door closer Dorma/ Equivalent make, 4" Dorma make S.S. Ball Bering hinge, Dorma Make door lock, S.S. hardware Automatic Door seal OMEGA/Equivalent make etc. Approved make: Renac / Equivalent</p>	1	No's		

BILL OF QUANTITY

NCCS/MAIN/401/BSL-II LAB/2017/7

11/3/2017

Sr. No.	Particulars	Qty	Unit	Unit Rate	Total Amount
				(Rs.)	(Rs.)
5	<p>Providing Epoxy Flooring 2mm thickness Epoxy flooring having two layer of hardener and resin, one layer of Epoxy, Dr. Bake / Gerfloor/ Equivalent make epoxy material with sand coving, of approved colour by EIC NCCS. Complete Job.</p>	230	Sq ft		
6	<p>Supply, installation, testing and commissioning of A.H.U. AHU's panels to be double skin having minimum thickness of 45mm and PUF infill, fabricated from Gl. powder coated sheet inside and outside coated with epoxy polyster paint, 1500 CFM, Static Pressure 35 to 40 mmWC, Cruger /Nicotra make blower motor assembly, ½ HP ABB/Siemens/ Crompton / Equivalent make Motor 3 phase, Belt driven, Anti vibration mounting,flexible bellow coupling, Cruse /Equivalent make AC outdoor unit 1.5TR X 2 Nos. (3TR) Emerson make compressor 2 No's, indoor cooling coil, Copper piping, Insulation for Copper Piping, A.C. Gas, AC outdoor stand, remote operated control panel, HEPA filter with terminal HEPA box Gl powder coated 1.2 mm thickness body, 2 Nos. Media H-14 ,0.3 micron and Glass Fiber Paper size 610x610x90 mm, efficiency 99.99%, Aluminum casing box type, 2 Nos. of pre filter 10 and 5 micron, size 400x700x50mm Box type aluminum casing, Lifting Rod, Anchor fastener, Angle clit, Gasket, Hardware etc. Complete Job.</p>	1	No's		
7	<p>Supply and installtion of Dynamic Pass Box: (500x500) Double skin pass box having S.S. 304 Jindal / Equivalent make, pre coated matt finished 1.2 mm thickness sheet metal fabricated body, Glass view window. Blower: SHYUAN YA centrifugal fan,BA2V250-112T-FPA-B7-2C, CFM 945/1025, RPM 2500/2700, Static pressure 2.42/3.06 Inch-H2O Mini Plate HEPA filter 305x305x70, Aluminum casing Box type, 0.3 micron, Imported media H-14, United/Pyramid/Shrivardhan/Camfill/AAF/CFS/ Equivalent make Pre filter 305x305x50 flange type 1 no's, 15 Micron, nylon wire mesh aluminum casing, washable media. D Brain make Logic controller, Electro-magnetic Interlocking, U.V. Tube light 18 /15 watt, LED light 18 watt S.S. D type handle, Hinges, Gasket, Silicon, Hardware etc.Complete Job. Approved Make for pass box: Klenzaid's/SRP/ICELEAN/MWZANDER/CHEMPHARM/ Equivalent</p>	2	No's		

BILL OF QUANTITY

NCCS/MAIN/401/BSL-II LAB/2017/7

11/3/2017

Sr. No.	Particulars	Qty	Unit	Unit Rate	Total Amount
				(Rs.)	(Rs.)
8	Supply and installation of Glass View window: (1200x300) G.I. powder coated 1 mm thickness channelize frame work, toughen glass 5 mm thickness. Double sided tape, silicon work hardware etc. Complete Job	3	No's		
9	Supply, installation, testing and commissioning of Air Curtain: 4 ft Long MSCRCA 1.2 mm thickness powder coated sheet metal fabricated body, ½ HP Crompton make single phase motor dynamically balanced aluminum impeller, Limit switch, 1x3 core polycab make wire, 3 Pin Top, Anchor fastener, Hardware etc.	1	No's		
10	Supply and installation of Foot Operated Sink: S.S. 304, Matt finished, square /round tube table, 32mm dia, 16SWG having size 600X600X900mm, with appropriate size of bowl, S.S. 304 Jindal/Equivalent make, foot operated tap sink with eye washers properly mounted on sink with necessary hardwares etc. Complete Job.	1	No's		
11	Providing PCC work: 3 inch thickness PCC, civil work as directed by EIC NCCS	240	Sq ft		
12	Supply and installation of Roof /Wheather shed: Square tube structure (square tube 80x80 of 16 SWG) Angle (Size 50X50x5mm) Pre coated G.I. sheet, Anchor Fastener, Hardware etc. to cover entire clean room Complete Job.	230	Sq ft		
13	Electrical distribution and wiring Supply and installation of suitable surface mounted distribution board inside Autoclave Room, Legrand/ Equivalent make having main Incomer 63A TPN., Outgoing 40A TPN -1 No. for 18KW Three Phase Autoclave, 32A TPN-1 No. for 3TR HVAC, 25A SP MCB for power points for following equipments and additional two power points for both rooms For Clean room equipment Biosafety cabinet-1 No, Individual Ventilated Caging System (IVC) machine-1 No, Dynamic Pass Box-2 Nos., Air Curtain-1 No., Light Point-1 No. and Spare 5/15A Power Points-2 No. and lighting should be controlled by digital programmable / Atrollogical timer-1 No. For Autoclave Room Autoclave- 18KW/ 3 Phase- 1 No., Exhaust fan 1200mm-1 No., UPS - 4 KVA for IVC system-1 No., Light Point-1 No. and Spare 5/15A Power Points-2 No. All power and light point shall be concealed and duly wired Polycab/ Finolex make having suitable sizes of wires for suitable loads from the panel board, laying cable, termination with lugs with necessary modular switches and sockets Roma/ Equivalent etc Follow latest IES Norms. Complete job.	1	Job		

BILL OF QUANTITY

NCCS/MAIN/401/BSL-II LAB/2017/7

11/3/2017

Sr. No.	Particulars	Qty	Unit	Unit Rate	Total Amount
				(Rs.)	(Rs.)
14	Supply and installation of differetial pressure guages, Dwyer /TERA Universal/ Magnelic make, 100mm dia for clean room, anti room and also for HEPA Filters to monitor differential pressure. Complete Job.	4	Nos.		
15	Supply and installation of Heavy duty Exhaust fan, 450mm sweep with louvers/ birds screen, Almonard/ Equivalent make.	1	Nos.		
16	Supply and installation of clean room light fitting 600X600mm size flush type suitable for concealled mounting of suitable wattages of required lux levels. Wipro/ Philiphs / Havells/Equivalent Complete Job.	4	Nos.		
17	Supply and installtion of Wall mounted Telephone facility duly wired and termination at one end for connecting to our existing network with Panasonic (KSTS500MX)/ Equivalent make.	1	Job		
				Total Amount (Rs.)	
				Add VAT@ _____ % Item Sr No. _____ (Rs.)	
				Gross Amount (Rs.)	

(Gross Amount: Rupees

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