



INSTITUTE OF ADVANCED VIROLOGY

Autonomous Institution under Science and Technology Department, Government of Kerala

Tender No. IAV/200/ADMIN/ 2022

Dated: 29.06.2022

TENDER NOTICE

SELECTION OF PROJECT MANAGEMENT CONSULTANT

Institute of Advanced Virology, an autonomous institution under Science & Technology Department, Government of Kerala invites tenders from accredited agencies of Government of Kerala towards providing Project Management Consultancy for the under given works:

SI No.	Particulars	Details
1.	Name of work	Establishment of BSL III facility & BSL II labs
2	Nature of Work	Project Management Consultancy Services
3	Total time allowed for completion of the project	24 months from the date of award of PMC
4	Address for submission of tenders	Director Institute of Advanced Virology Bio 360 Life Sciences Park Thonnakkal, Thiruvananthapuram, Kerala-695317 Contact:0471-2996687, E-mail :- info@iav.res.in Website: www.iav.kerala.gov.in
6	Date and time of pre-bid meeting	04/07/2022 at 14.30 Hrs
5	Last date & time for submission of tenders (Technical bid and Financial Bid is to be submitted in separate sealed covers).	11/07/2022 by 13.00 Hrs
6	Date and time for opening of Technical Bids.	11/07/2022 at 15.00 Hrs

Sd/
Director

SECTION I

GENERAL INFORMATION

PRE-QUALIFICATION REQUIREMENT

The contractors/agency shall have to fulfil the following eligibility criteria to be considered for selection as PMC:

- a) Should be an accredited agency by the Government of Kerala to provide services as PMC.
- b) Should have experience in establishment of BSL III/BSL II level labs/Operation Theaters/Clean rooms in research institutions/hospitals

DOCUMENTS TO BE SUBMITTED ALONGWITH THE BIDS

- (a) Copy of Government Order by which the firm is enrolled as an accredited agency to provide PMC.
- (b) Documents to prove the experience as PMC in establishment of BSL III/BSL II level labs /Operation Theatres/Clean rooms in research institutions/hospitals (attach copy of workorder/agreement) (in the format as per Annexure I)
- (c) Details of expertise available to execute the work for which PMC is being sought (in the format as per Annexure II)

EVALUATION CRITERIA:

- a. The Bidder shall quote PMC charges in term of percentage (%) of project cost only in prescribed format of Price Bid as in section IV. The percentage (%) of PMC charges should be equal to or less than the upper limit prescribed as PMC charges for the accredited agencies.
- b. Fees quoted above shall be considered for evaluation & awarding. Technically qualified bidder who quotes lowest percentage (%) as PMC charges will be considered for award of PMC.

PRE-BID MEETING

The pre-bid meeting of the prospective bidders is scheduled on 4th July 2022 at 02.30 PM. It shall be deemed that the bidder has undertaken a visit to the Institute and is aware of the requirement and operational conditions prior to the submission of the tender documents and no claims will be entertained after submission of the bids.

SECTION II

SCOPE OF WORK

All the works related to establishment and validation of the BSL 2 & BSL 3 labs/facility are to be carried out as mandated vide Department of Biotechnology, Ministry of Science & Technology, Government of India vide "Guidelines for the establishment of containment facilities – BSL-2 – BSL-3 and certification of BSL 3 facility, 2020" and its subsequent amendments, if any.

The various stages involved in the PMC are as follows:

Stage 1

1. Detailed study of the requirement of the Institute, site visits, carrying out the detailed surveying and investigations as per the prescribed guidelines referred above and other governmental guidelines.

2. Preparation of detailed designs, drawings and estimates with alternate schemes and present it for the approval of the authorities of the Institute. The PMC has to incorporate the changes suggested by the Institute authorities and has to rework the designs/plans/estimates etc accordingly.

Stage 2

3. Obtaining the mandatory licenses/clearances required from local bodies and other government/regulatory agencies. The liaison charges, if any, has to be met from the PMC charges itself. Fees, if any, to be paid towards obtaining the licenses/clearances will be reimbursed by the Institute on production of receipts in original.

4. Prepare the detailed plans and estimates for all the works to be carried out towards establishing the facilities, arrive at the final project cost using the approved software/guidelines and submit for the approval of the Institute. Corrections/ addition/alteration suggested by the Institute authorities have to be considered while preparation of the final plans and estimates.

Stage 3

5. Prepare detailed tender documents, separately for BSL II & BSL III facilities, with detailed specifications, drawings, schedule of quantities, time and progress charts, other mandatory conditions etc. The tender is to be prepared as per the guidelines issued by the Government of Kerala from time to time. The tenders have to be published at appropriate mediums towards ensuring wide publicity after the due approval from the Institute.

6. Conducting of pre-bid meeting jointly with the Institute, preparation of minutes of meetings, provide clarifications, undertaking of modifications, if any, with due approval from Institute, evaluation of the tenders as per the prescribed criteria, preparation of pre-qualification list of contractors, contractor's site visits and preparation of site visit reports.

7. Preparation of comparative statement, assessment reports and recommendations, arrange for negotiations wherever necessary and recommend the firm towards execution of works for the approval of the Institute.

8. Preparation of contract documents, execution of contracts with the selected firms and issue of work orders after obtaining due approval from the Institute.

9. Preparation of requisite number of drawings, specifications and other detailed particulars towards execution of the works and provide to the contractors and Institute.

Stage 4

10. Ensure, by deploying sufficiently qualified and trained personnel, that the works are being carried out as per the approved designs, drawings and specifications and the materials/equipment being used/fitted are of requisite quality and quantity. The details of the personnel deployed for supervision has to be shared and get approved by the Institute. The site engineers so deployed should be available at the site for full time and should be able to clarify/execute the doubts/suggestions of the Institute and should have delegation to take spot decisions, wherever necessary.

11. Maintenance of all the mandatory documents, ensuring safety at the site, coordinate inspection by the labour/other regulatory authorities and day to day reporting of the progress of the work to the Institute authorities.

12. Assess and intimate the requirements of extra items/deviations etc to the Institute authorities and execute the same with due approval from Institute.

13. Arrange for joint measurements with the contractors on completion of every stage of works, documentation of the same in both hard and soft copies.

14. Cross verification of the RA bills submitted by the contractor and submit the same with recommendation to the Institute for further process.

15. Arrange for review meetings with contractors, PMC and Institute authorities on monthly basis or other time schedule as suggested by the Institute from time to time. The PMC has to arrange for preparation of minutes of the review meetings and for conveying the decisions

taken in the meetings to the contractors concerned and execution of the same within the agreed time frame.

16. Maintenance of photographs, video, maps, survey records, statutory licenses etc pertaining to the worksite and handover the same to the Institute on completion of work or as and when sought.

17. Present the progress and details of works in the review meetings called by higher authorities.

Stage 5

18. Completion of all the works as per schedule and submission of completion reports

19. Obtaining of statutory approvals for the facility as per the guidelines in this regard.

SCHEDULE OF WORKS / PAYMENT OF PMC CHARGES

Stage	Time limit prescribed	Release of PMC charges
Stage 1	15 days from date of issue of work order	NIL
Stage 2	45 days weeks from date of issue of work order	NIL
Stage 3	90 days from date of issue of work order	30%
Stage 4	22 months from date of issue of work order	35%
Stage 5	24 months from date of issue of work order	35%

SECTION III

GENEALR TERMS AND CONDITIONS

1. Any other works/services, which are generally provided as part of the PMC and is not explicitly mentioned above has to be provided by the PMC at no extra costs.
2. The PMC has to ensure that the staff deployed by the PMC and the contractors are physically fit and of good character and is not involved in any criminal activities.
3. The Institute will not be responsible for any accident which may occur at the worksite and the PMC and contractors should indemnify the Institute against any loss or damages to the property of the Institute, any claim made by its employees against Institute due to any reason whatsoever arising out of any act of negligence on the part of the PMC/contractor or its servants. Necessary indemnity bond on a stamp paper of Rs.500/- (Rupees Five Hundred only) shall have to be submitted by the PMC and contractors at the time of signing the contract.
4. The PMC should associate with the Institute till completion of work and obtaining the statutory approvals. The PMC should strive to complete the works in the prescribed time period.
5. The details of work given above are illustrative in nature and are not exhaustive. PMC has to consider other incidental works which may arise in the course of execution within the agreed rates and no additional charges will be paid over and above the agreed rates. The PMC is advised to conduct the site visit, assess the job requirement, local conditions and all other conditions appertaining there to.
6. The PMC shall guarantee the work under the scope of contract for a period 36 months from date of completion of work and obtaining the statutory approval/licenses and shall rectify all the defects/malfunctioning which may occur due to faulty supply or poor workmanship.
7. The payment of PMC fees shall be as per the percentage fixed upon completion of each stage of work as indicated above. The total fee will be calculated and finally settled on actual costs as arrived after the completion of the works in all aspects, within the total agreed percentage for which PMC is concluded.
8. In case of project is cancelled/withdrawn (due to any reason/circumstances) before award of work order, no amount will be paid as PMC charges.
9. Liquidated Damages: Liquidated damages at the rate of 0.5% of the total contract value per week will be levied in case of delay of work due to the fault of PMC. The total amount of LD shall not exceed 5% of the total contract value. The Institute may deduct liquidated

damages from the payment due to the firm (PMC). The payment of liquidated damages does not affect the liabilities of the PMC as agreed upon before commencement of the contract.

10. The following terms shall have the meaning hereby assigned to them except where the context requires otherwise: -

i. "INSTITUTE" shall mean Institute of Advanced Virology (in short IAV) with its registered office at Bio 360 Life Sciences Park, Thonnakkal P.O, Thiruvananthapuram, Kerala – 695317 and includes the duly authorized representative of the Institute or any other person empowered in this behalf by the Institute to discharge all or any of its functions

ii. "FIRM/COMPANY/CONTRACTOR" shall mean the individual, or firm or Company who enters into this Contract with IAV (in this case as the PMC) and shall include their executors, administrators, successors and assigns.

iii. "SITE" shall mean the place or places or location, as specified in the contract, at which the work is to be delivered and services are to be performed as per the specifications prescribed in the contract

iv. The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Institute and the Contractor together with the documents referred to therein including the work order, LoA, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Firm, the drawings, the Technical Specifications and the Special Specifications (if any).

v. Any conditions or terms stipulated by the firm in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by IAV and incorporated in the agreement.

vi. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions /Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Firm are required to submit their offer.

vii. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed are instructed by IAV.

viii. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine

gender shall be taken to include the feminine gender and words imparting persons shall include any Institute or Association or Body or Individuals, whether incorporated or not.

ix. "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any, granted by the Institute to the Firm. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of IAV or where the Institute has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of IAV.

x. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by IAV of all bills/invoices raised under the contract by the Firm with no claim on either side.

11. ISSUE OF NOTICE: The Firm shall furnish the name, designation and addresses of their authorized official/executive/officer. All complaints, notices, communications and references shall be deemed to have been duly given to the Firm, if delivered to the Firm or his authorized agent/representative through e-mail, telegram, fax, letter by courier, ordinary post/registered post/hand delivery/SMS/Whatsapp or by any other established means of communication.

12. COMMENCEMENT OF WORK: The Firm shall commence the work on specific intimation from IAV in writing or the time indicated in the LoA and shall proceed with the same without delay. If the Firm fails to commence the work as per the terms of Order/Contract, the Institute, at its sole discretion will have the right to cancel the Order/Contract.

13. DISCREPANCY AND CONTRADICTION

a. The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.

b. In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, Director, IAV or his authorized representative shall be the deciding authority with regard to intention of the contract.

14. INVOICES AND PAYMENTS

a. No advance will be paid to the firms. The actual payment to be made based on verification of invoices and as per the agreed schedule after due verification of the invoices by the IAV.

Payment would be made based on actual work completed by the firm and certified by IAV representative.

b. Payment will be made online through NEFT/RTGS to the firms bank account within the period agreed as per the contract.

c. The firm will be required to raise the GST compliant invoice for the services rendered according to the explicitly agreed rates/schedule as per terms of the contract.

d. In case of LD recovery, the applicable GST shall be also be recoverable from the firm.

e. TDS under GST (if/as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.

f. Any new taxes during the execution including extension of contract, if any, shall have to be borne by the firm. Quoted/accepted rates/price shall be inclusive of all such requirements.

15. BID VALIDITY: The bid shall be valid and open for the acceptance of the Competent Authority of IAV for a period of 3 months from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful firm shall be entertained. The contract terms including rates quoted by firm shall be valid and firm till completion of entire job in all respect.

16. TAXES & DUTIES

a. All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable are to be included in the quoted price. GST & applicable cess, if any, will be payable extra as enumerated in payment terms.

b. TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authorities is furnished.

17. RISK PURCHASE:

a. IAV reserves to itself the following rights in respect of this Contract without entitling the Firm for any compensation.

b. If at any time during the validity of the contract, the Firm fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of IAV, whose decision shall be final and binding on the Firm, IAV reserves the right to get the work done by other parties or departmentally at the risk and cost of the Firm and also forfeit the security deposit.

c. To recover any moneys due from the Firm, from any money due to the Firm under this or any other contract or from the Security Deposit.

d. To claim compensation for losses sustained including IAV's supervision charges & overheads in case of termination of contract.

18. OBSERVANCE OF LOCAL LAWS:

a. The firm shall comply with all the local laws, statutory rules and regulations etc. The Firm shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned authorities as may be required under law for smooth execution of the Contract.

b. The Firm shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract.

c. The Firm shall be responsible for the proper behaviour and observance of all applicable regulations by the staff employed

19. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

a. All statutory safety rules, codes at site shall be observed by the firm and his workmen without exception. The Firm shall be responsible for the safety of the equipment/materials and work to be performed by him.

b. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to the property. If the firm fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, firm shall be solely responsible for the same and IAV shall have the right to take corrective steps at the risk and cost of the contractor/firm.

c. The Firm shall insure his workmen against all accidents and the policy shall be presented to IAV on demand. In case of a fatal or disabling injury/accident to any person during execution of the contract due to lapses by the firm, the victim and/or his/her dependents shall be compensated by the firm as per statutory requirements. However, if considered necessary, IAV shall have the right to impose appropriate financial penalty on firm and recover the same from payments due to the firm for suitably compensating the victim and/or his/her dependence. Before imposing any such penalty, appropriate enquiry shall be held by IAV giving an opportunity to the firm for presenting his case. Above safety conditions are not exhaustive but give an idea for the firm and firm shall adhere to all safety precautions warranted for the execution of the contract.

d. The Firm shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation/provisions and/or as called upon by IAV from time to time related to execution of this contract. Firm shall be held responsible for any violation of statutory regulations (local, state or central) and IAV instruction that may endanger safety of men, equipment and material.

20. FORCE MAJEURE: The following shall amount to force majeure conditions:

a. Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil commotion, insurrection, terrorist acts, acts of public enemy, flood, storms, washouts, fire, explosion, landslides, lightning, cyclone, earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal/state/civil or military, strikes or other industrial disturbances, lockouts and other similar causes/events over which the Firm has no control.

b. If the Firm suffers delay in the due execution of the contract, due to force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause/event is given by the Firm to IAV within 14 days from the date of occurrence thereof.

c. The Firm by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against IAV in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of IAV as to whether the deliveries have been so resumed or not shall be final and conclusive.

d. Force Majeure conditions will apply on both sides.

21. PREVENTION OF CORRUPTION: Canvassing in any form or any attempt to influence directly or indirectly any official of IAV will lead to rejection of the bid.

22. SETTLEMENT OF DISPUTE

a. Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the Director of IAV subject to a written appeal by the Firm to the Director whose decision shall be final to the parties hereto.

b. Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

c. If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

23. ARBITRATION

a. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by the Director, IAV.

b. The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

c. Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be at Thiruvananthapuram.

d. The cost of arbitration shall be borne as per the award of the Arbitrator.

e. Subject to the arbitration in terms above, the Courts at Thiruvananthapuram shall have exclusive jurisdiction over any matter arising out of or in connection with this contract

f. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

24. LAWS GOVERNING THE CONTRACT: The contract shall be governed by the Indian Laws for the time being in force and only courts in Thiruvananthapuram, India shall have jurisdiction over this contract.

25. REQUIREMENTS OF PERFORMANCE.

a. All the permissions and clearances or any other relevant authorization from competent authorities shall be obtained by the Firm at his own cost. Any contingency arising in this respect shall be the responsibility of the Firm. Also the Firm shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.

b. The contract as entered into between IAV and the Firm shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

c. The Firm shall take all due care for protecting the materials of the Institute and be responsible for their safe and sound condition during his possession. The Firm shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo.

d. All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Firm at his own cost.

e. Any information/documents, third party approvals given to IAV shall not in any way absolve or relieve the Contractor from any of his obligation, responsibility, or liability as per scope of work.

f. The Firm shall be liable for any defects in the construction of any part of the Works, where such defects are due to any bad workmanship, the use of defective or inferior quality materials, error, omission, or negligence of the Contractor.

g. The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Contractor shall keep the Employer fully and effectively indemnified against all legally enforceable losses, damages, injuries, deaths, actions, proceedings, claims, demands and all associated costs suffered by the Employer or any third party.

26. INDEMNITY: The Firm shall indemnify and keep indemnified IAV all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

27. SECURITY DEPOSIT:

a. Successful firm securing the PMC shall submit 5% of the total contract value as security deposit within five days of issue of LOI for the contract by way of Demand Draft/Bank Guarantee from Scheduled Banks/Public Financial Institutions. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Firm or recovered from payment/s due to the Firm.

b. The security deposit shall not carry any interest. Securities / BG's shall be released after Three (3) months of successful execution, completion of the contract and upon fulfilment of contractual obligations as per terms of the contract.

C. IAV reserves the right of forfeiture of Security Deposit in case of non-satisfactory outcome of the jobs

28. DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

a. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail

d. If there is such discrepancy in an offer, the same shall be conveyed to the firm with target date up to which the firm has to send his acceptance on the above lines and if the firm does not agree to the decision of the purchaser, the bid is liable to be ignored.

29. CANCELLATION OF THE CONTRACT:

a. IAV shall have the right to cancel the contract for unsatisfactory performance i.e. repeated violation/contravention of any of the terms and conditions mentioned herein, assigns or subcontract of services. IAV shall have the right to forfeit the security deposit for poor performance of Firm leading to cancellation of contract.

b. If the Firm fails improve the performance of the services in spite of instructions or neglects or refuses to observe/perform any of the terms and conditions/obligation of or under the contract, IAV may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Firm any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the FIRM under the contract.

c. IAV reserves the right to either short close the contract or terminates the contract at its discretion without assigning any reason by giving one month's notice by registered post with acknowledgement due or in person under delivery.

30. INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:

a. Commitment by IAV: IAV commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. IAV will during the tender process treat all Firm(s) in a transparent and fair manner, and with equity.

b. Commitment by Firm/ Supplier/ contractor:

i. The firm/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

ii. The firm/supplier/contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/Government of Kerala/IAV.

iii. The firm/supplier/contractor will perform/execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/reputation, to IAV

iv. If any firm/supplier/contractor during pre-tendering/tendering/post tendering/award/ execution/post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action as decided by the authorities of the Institute will be taken against the defaulters.

31. LICENSE/ PERMISSION/ REGISTRATION:

a. Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or IAV. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as

required by them under their rules for vehicles, equipment, employees or workers engaged by him. These charges for the same shall be borne by the Bidder. No claim or compensation for reimbursements, made against IAV by Bidder or his associate, agents shall be entertained by IAV for any breach of the provisions/Acts or laws by the Bidder.

b. In case of Risk Purchase is enforced, The Bidder will hand over all related documents, NOC etc without any financial bearing to IAV, enabling IAV/IAV nominated firm(s)/contractor(s) to carry out the work further.

c. It shall be the duty of the Bidder to acquaint himself with all safety regulations regarding handling equipment, construction and allied activities. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

d. The Bidder shall indemnify IAV against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract. The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the works, which was designed and specified by the Contractor for the period specified.

e. The Bidder shall indemnify and keep indemnified IAV all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

32. TIME LIMIT FOR SUBMISSION OF BILLS

a. The Bidder shall make a claim for the services rendered under this contract to IAV within (3) Three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

b. No claim in respect of under payment to the Bidder shall be considered valid or entertained unless a claim in writing is made thereof within (3) Three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated period, shall be liable to be summarily rejected by IAV. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

c. However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the Director,

notwithstanding what has been laid down in the clause on payment. The decision of the Director shall be final and binding on the firm.

33. PROGRESS REPORTING

- a. The progress report shall indicate the progress achieved against plans with reasons indicating delays, if any, and shall give the remedial actions which the Bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- b. The daily reports shall clearly indicate the work force deployed, category-wise, specifying also the activities in which they are engaged.
- c. Weekly progress review meetings will be held at suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Bidder shall present program of subsequent week. The Bidder shall constantly update/revise his work program to meet the overall requirement.
- d. Periodic progress reviews on the entire activities of execution in respect of scope of bidder will be held once in a month at any location. These meetings will be attended by reasonably higher officials of the Bidder and will be used as a forum for discussing all areas where progress needs to be speeded up. The Bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
- e. During execution, the Bidder shall take photographs for each milestone and provide the same to the Institute authorities every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
- f. Successful bidder has to provide for electronic/ computerized storing and re-production/ printing/plotting of various data, photo, protocols, measurements etc. (as per requirement) and these data are to be handed over to IAV on monthly basis.
- g. The bidder shall be bound to report progresses to IAV at regular intervals.

34. CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

- a. Bidder shall not, without Institute's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Institute in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such employed

person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance

b. Bidder shall not, without Institute's prior written consent, make use of any document or information provided by the Institute except for purposes of performing the contract

c. Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Institute and shall be returned (in all copies) to Institute on completion of Bidder's performance under the Contract if so required by Institute. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Institute's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

35. VERIFICATION OF DOCUMENTS

a. Tenderers should produce all the original documents and/or any other information on dates as intimated or as and when required by Institute towards finalisation of the contract

b. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Institute in this respect will be final.

c. Any party submitting the false or forged documents may be Black Listed, EMD could be, forfeited, work order could be, cancelled, criminal prosecution or any other action as deemed fit may be initiated.

36. The bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this tender. There should be no case (pending and/or convicted) with the Court of Law against the proprietor/Firm/Partner or the Institute.

37. The execution of the work including providing of all labour, supervision, materials, power, fuel, construction equipment, tools and plants, supplies, transportation, all incidental items necessary for successful completion of the work including contractor's supervision has to be in strict accordance with the safety norms and labour laws.

38. Well trained worker/manpower shall be deployed by contractor for these jobs.

39. The contractor will make his own arrangements for electricity/water required for execution of works. Nothing shall be paid on this account.

40. The contractor will arrange for temporary stores at the site of work at his own cost. IAV does not bear responsibility for safety of contractor's items at working location.

41. Good standard of services shall be maintained as indicated.

42. Under no circumstances bidder is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

SI	Description of work	Fees for PMC (in term of percentage (%) of total project cost) (write both in hours and words)
1	Project Management Consultancy (PMC) towards establishing the BSC in a BSC House at Institute of Advanced Virology, B-10, Life Sciences Park, Thiruvananthapuram-695017 (as per the scope of work elaborated in the tender)	

Signature of authorized representative:

Name & Seal of the authorized representative

SECTION IV

PRICE BID

Sl	Description of work	Fees for PMC (in term of percentage (%) of total project cost) (write both in figures and words)
1	Project Management Consultancy (PMC) towards establishing the BSL III & BSL II labs at Institute of Advanced Virology, Bio 360 Life Sciences Park, Thonnakkal, Thiruvananthapuram- 695317 (as per the scope of work elaborated in the tender)	

Signature of authorised representative:

Name & Seal of the authorised representative:

SECTION –IV

Letter of compliance (Firm's Letter Head)

To,

The Director

Institute of Advanced Virology

Bio 360 Life Sciences Park

Thonnakkal P.O, Thiruvananthapuram - 695317

Sub: Letter of compliance for tender No. IAV/200/ADMIN/2022 dated 29.06.2022

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same. In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by IAV while finalizing the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions. In case, any deviation is observed in the financial bid the same is not be entertained/considered by IAV.

We hereby declare and confirm that we have visited the site of execution of the works and acquired full knowledge and information about the site condition. We are aware and now conversant with local site conditions/route feasibility to site/local social issues/local labour issues/work culture/ holidays, etc.

We state that:

- a. There is availability of adequate experienced trained manpower with us for deployment for the job mentioned in the tender.
- b. None of our officials is related to council/executive committee members or employees of IAV.
- c. There is no legal case/litigation in any court of law is pending/convicted/initiated against us. We will follow all local laws/acts/rules prevailing during execution of job and indemnify IAV from any mishap/claims while undertaking the work.

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

Thanking you,

Yours faithfully,

Name/Signature of the authorised signatory with stamp

SECTION VI

Application Form of Bidder

1	Name & address of the Company	
2	Year of establishment	
3	Type of Ownership (Proprietary or Partnership or Private Limited or Public Limited or any other (specify)	
4	Provide details of Registration Certificate/ Certificate of Incorporation/Partnership Deed in respect of Partnership Firms	
5	Office address, Name of contact persons Telephone No / Mobile No.& Email Ids	
6	Details of G.O by which the firm is accepted as an accredited agency by GoK	
7	Total turnover of the firm/company during FY 2021-22 (in Rs Lakhs)	
8	Net worth (paid up share capital or partnership capital or proprietor capital +Reserves)	
9	Details of authorized signatory: a. Name: b. Designation c. Aadhar No., Email e. Tel No: f. Mobile g. Fax	
10	The total value of the work order currently being executed	

1. The filled-up application has to be submitted along with the supporting documents, on or before the due date and time.
2. All pages of the tender along with the attached documents has to be serially numbered and signed by authorized signatory along with his stamp and seal of the organization.

SECTION VI - Annexures

ANNEXURE I

Details of work order/contract shall be given in support of the above as per below format

SI No	
Full Postal Address of Customer and Officer in charge with phone number	
Brief description of Work & Quantities	
Work Order No. and date (attach self-attested copy)	
Value of Contract in Rupees (in Lakhs)	
Time Schedule in months as per contract	
Actual time taken for completion of work	

IAV reserves the right to verify the authenticity of the document from the originator; hence the party should ensure that all contractual & contact details are available in the completion certificates to lend easy verification wherever required.

ANNEXURE II

List of Personnel with Details about their Technical Qualifications, Experience, etc.

SL	Name of employee	Qualification	Date of joining	Field of Experience	Experience in months	Projects handled with cost
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