### **TENDER ENQUIRY**



# FENCING WORKS FOR ANTI-VIRAL PLANT REPOSITORY

AT

# INSTITUTE OF ADVANCED VIROLOGY

**BIO 360 LIFE SCIENCES PARK** 

THONNAKKAL

THIRUVANANTHAPURAM-695317

TENDER ENQUIRY (IAV/M1/2024-25/802/012-TE dated 10/10/2024)



## **NOTICE INVITING TENDERS**

Institute of Advanced Virology, an autonomous institution under Science and Technology, Govt. of Kerala, Thiruvananthapuram invites sealed tenders on lump sum basis for the following work:

NIT No & date	IAV/M1/2024-25/802/012-TE				
Description of work	FENCING WORKS FOR ANTI-VIRAL PLANT				
	REPOSITORY				
Date of publishing	10/10/2024				
Tender Fee	₹ 1,180 (₹ 1,000/- + 18% GST)				
Estimated Cost	₹ 2,73,392(including GST)				
EMD	₹ 5,000/-				
Last date/time for submission of bids	17/10/2024; 17:00 Hrs				
Date of opening of bids	18/10/2024; 10:00 Hrs				

- The bids are to be submitted in the tender box maintained at office of the Administrative Officer, Institute of Advanced Virology, Bio 360 Life Sciences Park, Thonnakkal, Thiruvananthapuram-695317.
- In case of any holiday or unforeseen closure of the institute on the scheduled day of opening of the bid, the bids will be opened on the next working day at the same time, but the deadline of submission of bids remains the same as indicated above.
- 3. Bids received after the above-mentioned date and time shall not be considered. Conditional bids will be rejected outright.
- 4. The responsibility of submission of the bids on or before the last date shall rest with the tenderer. The institute will hold no responsibility for the non-receipt of the bids or for the bids received after the date/time specified. Any bid received after the bid submission deadline prescribed by the Institute, shall not be considered.
- 5. The institute will respond to any request for clarification of the Tender Document that are received up to Two (02) days prior to the deadline for submission of bids prescribed. For this purpose, the prospective Bidder(s) requiring clarification shall notify/contact the Institute in writing at the registered address.

Sd/-Director

## **GENERAL TERMS AND CONDITIONS**

### 1.Scope of Bid

FENCING WORKS FOR ANTI-VIRAL PLANT REPOSITORY at Institute of Advanced

Virology as per Annexure I

#### 2.Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and the IAV shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding.

#### **3.Amendments in the Tender Document**

3.1.At any time prior to the deadline for submission of bids, the IAV may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).

3.2.Amendments will be uploaded in the Institute website <u>www.iav.kerala.gov.in</u> and shall be binding on the bidders. Further, it will be assumed that the Bidder has taken into account such amendments while submitting the bid.

#### 4.Language of Bid

4.1.The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and the IAV shall be in English and the contract shall be construed and interpreted in accordance with that language.

4.2.If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication to English shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.

## 5.Eligibility Criteria

5.1 The contractor/agency shall have

- 1. The bidder must be registered with Government organization likeCPWD/ PWD/MES or other central/state organisations.
- 2. The bidder must have done at least 1 (ONE) similar work of value of 80% of the estimated cost

OR

2 (TWO) similar works for projects each of value 60% of the estimated cost

OR

3 (THREE) similar work for projects each of value 40% of the estimated cost with Central/State Government/Semi-government/PSU/Government Funded

Autonomous Organization during last 3 (Three) years preceding last date of the month of tender submission. The bidder must be registered withappropriate government authority and must have GST and other valid registrations.

- 5.2 Average annual turnover of the bidder for the last three years shall be submitted along with the bid and the bidder should be incurred loss in not more than one year in the past three years.
- 5.3 The validity of the registrations and licenses should be valid as on the date of tender submission.
- 5.4 Exemption to qualification criteria MSME's and startups shall be applicable as the rules of Govt of Kerala. Tender fee exemption is not applicable and all bidders have to remit the tender fee as per the NIT.

## 6. **Documents Comprising the Bid:**

6.1. All bids must be substantially responsive and shall comprise the documents as mentioned above along with BoQ in the prescribed format as per **Annexure I.** 

6.2. All the pages of the bids, including all supporting documents enclosed with the tender document, should be marked in all pages serially and the declaration for the same shall be submitted by the bidder as **Annexure II**.

6.3. The bidders shall enclose the check list as per **Annexure III** along with the bid.

6.4. Documentary evidence to prove the minimum average annual financial turnover of the bidder during the lastthree years, ending on 31st March of the previous financial year shall be submitted along with the bid.

6.5. Documentary evidence should be in the form of certified Audited Balance Sheets of relevant periods or acertificate from the Chartered Accountant / Cost Accountant indicating the turnover details for therelevant period shall be uploaded with the bid. In case the date of constitution / incorporation of thebidder is less than 3 year old, the average turnover in respect of the completed financial years after theatre of constitution shall be taken into account for this criteria.

6.6. Bidders shall also submit a tender fee in the form of Account Payee Demand Draft. DD should be made in favour of Director, Institute of Advanced Virology payable at Thiruvananthapuram. Tender fee exemption is not applicable for MSME's and start-ups.

6.7. Bidders shall also submit in the form of Account Payee Demand Draft. DD should be made in favour of Director, Institute of Advanced Virology payable at Thiruvananthapuram.

6.8. The bidders shall submit the copies of GST certificate and documents to prove Registration with CPWD/ PWD/ MES/ other govt. agency

6.9. EMD exemption for MSME's and startups shall be applicable as per rules of Govt of Kerala.

# 7 OTHER TERMS AND CONDITIONS

- 7.1. **Period of Validity of Bids:** Bids shall remain valid for a period of 180 days after the date of deadline for submission of bids prescribed by the IAV.
- **7.2. Deadline for submission of Bids:** The deadline for submission of bids is as mentioned in the NIT.The IAV may, at its discretion, extend this deadline for submission of bids in which case all rights of the IAV and all obligations of the Bidders will thereafter be subject to the deadline as extended.

## 7.3. Opening and Examination of Bids:

- **7.3.1.** Thebids will be opened on the date as mentioned in the NIT. Bidders or their representative may be present during the opening ofbids, if they wish to be present.IAV will evaluate the bids as per the terms of the tender. Those bids, who fulfil the technical requirements and responsive to the tender requirements will only be considered. Those bids which found to be either non-responsive, not satisfying the technical requirements or both will not be considered and will be rejected.
- **7.3.2.** IAV will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required security has been furnished, whether the documents have been properly signed and whether the bids are generally in order
- **7.3.3.** Prior to the detailed evaluation, the IAV will determine whether each bid is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations.
- **7.3.4.** If a bid is not substantially responsive, it shall be rejected by the IAV and may not subsequently be made responsive by the bidder by correction of the nonconformity. The IAV's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the bidder.

#### 8.Clarification of Bids:

During the bid evaluation, the IAV may, at its discretion, ask the Bidder for clarifications of their bid in writing/e-mail and the bidder is also required to provide the clarification in writing. No change in the price or substance of the bid shall be sought, offered or permitted.

#### 9.Contacting the Institute

9.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the IAV on any matter related to the bid, it shall do so in writing.

9.2 If a Bidder tries to directly influence the IAV or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall be rejected.

### 10.Award Criteria:

IAV will award the contract to the Bidder whose bid has been determined to be substantially responsive, technically qualified and the Lowest Quoted Evaluated Bid.

#### 11.Right to Accept/Reject/Modify Bids

**11.1**The IAV reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders.

**11.2**The IAV reserves the right to negotiate with the Bidder having the Lowest Evaluated Bid.

#### 12.Issue of Work Order:

12.1Prior to the expiration of the period of bid validity, the IAV will issue the Letter of Intent to the successful bidder in writing. Upon acceptance of the letter of intent and submission of agreement, the work order shall be issued to the bidder.

12.2 There should be a defect liability period of 36 months for the work. "Defects Liability Period"/"Maintenance Period" means the period after completion of the Project during which the institute or his authorized representative/ Engineer-in-charge that will notify to the Contractor any defect noticed in the work andthe Contractor is liable for rectification of such defects. Successful Bidder shall submit a performance guarantee equivalent to **5% of the total order value for a period of 38 months** in the form of Account Payee Demand Draft. DD should be made in favour of **Director**, **Institute of Advanced Virology** payable at**Thiruvananthapuram**. Successful bidder has to ensure delivery of hard copy of the original DD to the Buyer within 15 days of award of contract along with the signed copy of the agreement. The security deposit submitted will be returned after the defect liability period as per the terms and conditions of this tender.

12.3 Any defects, shrinkage, settlement or other faults which may appear or be noticed within the defect liability period, and arising in the opinion of the Engineer-incharge from materials or workmanship not having in accordance with the contract, shall upon the direction in writing of the Engineer-in-charge's representative and within such reasonable time as shall be specified therein and without any delay, be amended and made good or replaced by the contractor at hisown cost.

12.4 If the contractor or his working people or servants shall break, deface, injure or destroy any part of building inwhich they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises onwhich the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work during the Defect LiabilityPeriod (DLP) after a certificate final or otherwise of its completion or handing over shall have been given by theEngineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the

contractor shallupon receipt of a notice in writing on that behalf make the same good at his own expense or in default theEngineer-in- Charge cause the same to be made good by other workmen and deduct the expense from anysums that may be due or at any time thereafter may become due to the contractor, or from his security depositor the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not berefunded before the expiry of Defect Liability Period (DLP) after the issue of the certificate final or otherwise, ofcompletion of work, or till the final bill has been prepared and passed whichever is later.

## 13.Terms of Payment

- 13.1. As per the Govt. of India norms, the first party shall make the payment including GST. Mandatory TDS from GST shall be deducted and paid by the first party.
- 13.2. The Second Party shall submit the invoices to the First party after the completion of the work duly certified by the responsible official of the institute.
- 13.3. Payment will be done through RTGS/electronic fund transfer mode.
- 13.4. Payment will be made only after completion of works as per the scope of work of the tender in all aspects to the satisfaction of the officials of the Institute.
- 13.5. The authorised official of the Institute shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements as per the stage payments having financial value shall be entered by the contractor and compiled as per the format of the department. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineerin- Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance. Whenever bill is due for payment, the contractor would initially submit draft measurement sheets and these measurements would be got checked/ test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft measurements, and submit to the department. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/ test checks.
- 13.6. The final bill shall be submitted by the contractor, along with all supporting documents within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-inCharge whichever is earlier. No further claims shall be made by the contractor

after submission of the final bill and these shall be deemed to have been waived and extinguished.

- 13.7. The payment will be subject to restrictions issued by the Government of Kerala from time to time.
- 13.8. Any dispute or claim arising out of/relating to this tender or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Thiruvananthapuram.

### <u>ANNEXURE I</u>

# BoQ & FINANCIAL BID

SI. No	DSR code	Description	of Work	Unit	Qty	Amount in figures	Amount in words
1	10.16.2	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.Hot finished seamless type tubes and painting with two coats of primer as per the instructions of the Engineer in charge			1250		
		TOTAL					
		GST					
		GRAND TOTAL					

(Amount in words: \_\_\_\_\_

The rate quoted is inclusive of the cost of items, spares, taxes, cess, transportation, loading/unloading charges, installation at site, testingand other incidental expenses. The statutory remittances, if any, will be reimbursed on production of receipt.

Place:

(Authorized Name & Signatory of Agency/firm with stamp)

)

Date:

### ANNEXURE II

#### UNDERTAKING BY THE TENDERER

I/We have carefully gone through the various terms and conditions mentioned in the tender document titled **FENCING WORKS FOR ANTI-VIRAL PLANT REPOSITORY** 

I/We am making this offer is after carefully reading the conditions and understanding the same. I/We have understood thequantity of items/technical specifications and other charges required to supply and install the items, before making this offer.

This tender document has \_\_\_\_\_ pages including the attachments and all the documents including blank pages are serially numbered.

I/We hereby sign this undertaking as token of our acceptance of various conditions mentioned in tender document.

Further certified that I/we (the firm) has never been debarred/blacklisted by any government organisation.

Place: \_\_\_\_\_

Dated: \_\_\_\_\_ (Authorized Name & Signatory of Agency/firm with stamp)

# ANNEXURE III

# CHECK LIST

Serial No	Description	Submitted (Yes/No)
1	Whether submitted the DD of ₹ 1,000 + GST towards tender	Yes/No
	fee	
2	Whether submitted the DD of ₹ 5,000/- towards EMD.	
3	Whether submitted copy of supporting document submitted:	Yes/No
	i) GST certificate	
	ii) Registration with CPWD/ PWD/ MES/ other govt. agency	
4	Proof of work experience (as per clause 5 of tender document)	Yes/No
5	Proof regarding average annual turnover of the bidder for the	Yes/No
	last three years	
6	Whether submitted Financial Bid submitted as per Annexure I.	Yes/No
7	Whether submitted all the pages of the tender document duly	Yes/No
	signed along with Annexure II.	
8	Check list attached as per Annexure III.	Yes/No

Place: \_\_\_\_\_

Dated: \_\_\_\_\_ (Authorized Name & Signatory of Agency/firm with stamp)