





An Autonomous Institute of the Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India

STORES AND PURCHASE SECTION

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<u>NOTICE INVITING TENDER (TWO BID SYSTEM)</u> <u>E-PROCUREMENT UNDER CENTRAL PUBLIC PROCUREMENT PORTAL</u>

On behalf of the Director, NIAB - Hyderabad, India, <u>online bids</u> through <u>www.eprocure.gov.in</u> are invited under <u>TWO</u> <u>Bid System</u> from reputed manufacturers or their authorized agents for the supply / installation/ commissioning of the following item(s) / Provide the Service /Work mentioned in Chapter-1 in this tender notice.

KINDLY NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS TENDER. <u>MANUAL SUBMISSION OF BIDS</u> WILL NOT BE ACCEPTED.

Website for Online Bid Submission: https://eprocure.gov.in.

E-Tendering Procedure: The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by NIAB will be rejected. Tender documents can be downloaded from our website <u>www.niab.org.in</u> or website of CPPP <u>www.eprocure.gov.in</u>. The bidders will be required to submit their bids online on the e-Procurement module using website <u>www.eprocure.gov.in</u>. Only.

The bidders can enrol themselves on the website http://eprocure.gov.in using the option "Click here to Enroll". Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site http://eprocure.gov.in under the link "Information about DSC". The web site also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference.

Please visit website: - <u>http://eprocure.gov.in/eprocure/app</u> and click following section **for complete information about E -Procurement process.**

- Help For Contractors
- Information About DSC
- <u>FAQ</u>
- Bidders Manual Kit

The helpdesk numbers for any technical queries related to operation of the Central Public Procurement PortalPlease call 24 x 7 - Toll Free No. 1800 3070 2232.Help Desk Number 0120-4200462, 0120-4001002.Mobile Numbers- 8826246593, 7878007972, 7878007973, 7574889871, 7574889874.E-Mail :-cppp-nic@nic.in.

Any queries relating to the NIT document and the terms and conditions contained therein should be addressed to the Manager (Store& Purchase) of NIAB on the contact details mention on the top of this page.

CONTENTS OF BIDDING DOCUMENT/NIT

CHAPTER NO	PARTICULAR
1	NIT/DETAILS OF REQUIRMENTS /EMD/TENDER
	FEES/IMPORTANT DATES
2	INFORMATION FOR BIDDERS (PART-1)
3	INFORMATION FOR BIDDERS (PART-2)
4	GENERAL CONDITIONS OF CONTRACT
5	REQUIRED DOCUMENTS/FORMAT WITH BID
	(TO BE UPLOADED ONLINE)
	(format to keep ready before online submission of bids ,(Tenderers are required to print this on their company's letter head and sign, stamp ,scan , keep pdf file ready before starting of online tender submission)
6	SPECIFICATION AND OTHER TERMS OF REQUIREMENTS /TERMS AND CONDITIONS

IMPORTANT NOTE: - PLEASE READ CHAPTER 5 CAREFULLY AND KEEP SCANNED FORMAT DOCUMENTS READY BEFORE SUBMISSION OF THE BID.

Main Process flow to help you in submission of tender. -

Take DD and scan it in pdf format. Write Tender No , Name of Firm , Contact No on backside of DD. Send the DD to NIAB- Hyderabad Address as per due date.

Read Chapter No 5 & 6 carefully & Keep required documents ready, scan it in pdf file to be uploaded in Cover .

<u>Few of the conditions/ forms in this document may not be applicable</u> <u>for Service/Work requirement as per this tender. Write "NA" in any</u> <u>of the form wherever it is suitable/applicable as per bid submitting</u> <u>firm considering the requirement in tender.</u>

CHAPTER-1

NIT/DETAILS OF REQUIRMENTS /EMD/TENDER FEES/IMPORTANT DATES

S N	Name of item/Work	Qty.	Put this Ref. No. on the top of cover	Bid Type
1	Engagement of Facility Management Service Provider (FMS) on 365 days 24 hours basis at NIAB, HYDERABAD (Detailed Specifications in Chapter 6 at the end of document)	As per NIT/Specifi cation	NIAB/SP/2018-19/21	TWO BID ONLINE

TENDER EMD (REFUNDABLE)	Rs 60000 /- Tenders without TENDER PROCESSSING FEES / EMD
TENDER PROCESSSING CHARGES	Rs 1500 /- (No exemption to any (if applicable) will be rejected.
THIS FEES IS NOT EXEMPTED TO ANY FIRM	All the firms want to participate in this tender must submit Rs 1500 as
& NON REFUNDABLE). (This is not tender	processing charges failing which your Bid will be rejected. Only EMD
fees/cost of NIT document as tender is issued free of	exemption is allowed as per chapter 4 -page no 8 of this NIT. For MSE /NSIC
cost, can be downloaded on CPPP / NIAB website	registered firms please read page no 8 of this NIT before claiming exemption
or will be E mailed if asked from NIAB. All the	(if any) for EMD only. Non Compliance/False information will result in
firms want to participate this tender must submit	rejection of Bid / Ban on Firm for future Tenders.(Rs 1500 /- No exemption
this charges failing which your Bid will be rejected	to any firm, mandatory to submit the DD for all the firms)
MODE OF PAYMENT OF EMD/FEES	Demand Draft of any nationalized/commercial bank.
(SCANNED COPY OF TENDER FEE AND EARNEST	Please mention firm name & contact no, tender ref no backside of demand
MONEY IS TO BE UPLOADED ONLINE AT THE	draft and Original DD must be sent to the NIAB HYDERABAD on or before
TIME OF SUBMISSION OF BID)	Bid Submission Date & Time as mentioned in Critical Date Sheet.
DD IN FAVOUR OF	National Institute of Animal Biotechnology payable at Hyderabad.
	Manager (Stores & Purchase)
DD TO BE SUBMITTED TO	National Institute of Animal Biotechnology (NIAB),

The original EMD amount and Tender processing fee in the form of Demand Draft towards cost of bid documents/processing shall be submitted to Manager (Store & Purchase), NIAB by hand delivery/courier on or before the due date for submission of bids failing which the bid will be rejected. The reference no. of the Tender and super scribing the word "EMD and Tender Fee" should be specifically mentioned on the top of the envelope. Any catalogue /broacher /technical literature which is difficult to scan, except bid document is also permitted along with EMD. This document will be used only as extra supportive for information purpose and not mandatory for submission.

PRE-BID MEETING	23-10-2018 (at NIAB LGF, S&P Section at 2.30 pm NIAB Addr	ess
FRE-BID MEETING	mentioned in Page 1 of this document.	

The objective of Pre-Bid Meeting 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. This is also an opportunity to answer the question the bidding conditions and the bidding process. Bids should be submitted only after the PBM (if any) so as to take care of the changes made in the bidding document. The prospective PBC participants should inform their intention to participate and send written queries at the email **santosh@niab.org.in**, **spm@niab.org.in** sufficient time before PBM date to enable us to keep the response ready. The changes made to the bidding document subsequent to the PBM shall be treated as amendment to this bidding document and the same shall also be hosted on NIAB website.

CRITICAL DATE SHEET (Please strictly adhere to the dates mentioned in this document.		
Tender Published Date	12-10-2018(As per CPPP portal time)	
Bid Submission Start Date	12-10-2018 (As per CPPP portal time)	
Bid Submission End Date	03-11-2018 (at 14.00 hrs)	
Technical Bid Opening Date	05-11-2018 (at 14.30 hrs)	
Price Bid Opening	To be intimated later stage to technically qualified Bidder.	

The bidders are requested to please note that all future amendments/corrigendum will be published on NIAB website and no separate advertisement will be released for the same. Bidders are therefore requested to regularly visit our website for any such updates.

CHAPTER-2

INFORMATION TO BIDDERS -PART-1

1	
1	Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.
2	Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. Please read Chapter -5 carefully and prepare all required form /Technical & Price Bid ready before starting the procedure.
3	The bidders can enroll themselves on the website http://eprocure.gov.in using the option "Click here to Enroll". Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site http://eprocure.gov.in under the link "Information about DSC". The web site also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference.
4	Please visit website: - http://eprocure.gov.in/eprocure/appand get complete information.Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5	The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the on line e-tender.
6	Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
7	Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
8	To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
9	Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any future meetings.
10	Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app and NIAB website shall not tamper/modify the tender form including downloaded price bid template, All other format in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NIAB
11	Please Make sure all format asked as per CHAPTER - 5 of tender document are properly uploaded online in suitable cover on CPPP Website for E-Procurement http://eprocure.gov.in .

CHAPTER – 3

INFORMATION TO BIDDERS -PART-2

SN	DETAILS
1	BIDDERS ELIGIBLEITY / QUALIFICATION / REQUIREMENTS
	This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the Director, NIAB may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids. The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in poor of financial failure, etc. Other things being equal, preference shall be / may be given to firms who or his principal has supplied and installed similar system at any CSIR/ICAR/ICME/DAE/DRDO/DST/DBT/other Govt, or autonomous research Labs in India. The Bidder should be a manufacturer or their dealer specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one y
2	OPENING OF BIDS
	In case of SINGLE BID system, the bid is required to be submitted in ONE PART. Techno-Commercial & Financial / Price Bid together as one single bid. In case of single bid system Bids will be opened on the date and time given and technical evaluation committee will chose technically suitable and finically L1 bidder. All the process will be done online through E-PROCUREMENT UNDER CENTRAL PUBLIC PROCUREMENT PORTAL (eprocure.gov.in). In case of TWO BID system, the bid is required to be submitted in TWO PARTS. One part is the Technical Unpriced Bid (PART-I) and the other part is the Price / Financial Bid (PART-II). In two bid systemIn the first instance, the Technical Bids (PART-I) will be opened. Final selection of the Technical Bids will be based on the Technical Evaluation by the authorities of NIAB. The Price Bid of only those Technical Bid(s) are found technically suitable will be opened subsequently by informing to qualified vendors.
3	LANGUAGE OF BID
	The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in Hindi/English language only.
4	DOCUMENTS COMPRISING THE TECHNICAL BID
	All necessary catalogues/technical literature, data as are considered essential for full and correct evaluation of offers, Please read points given in NIT for all forms, Declaration by the bidder that the goods are not in the restricted list of the current Indian EXIM Policy, DGS&D Registration certificate, if applicable. Details of Installations of similar equipment in India; Availability of number of trained support personnel, both application & service support. Compliance statement indicating yes/no as per the specifications.
5	BID PRICES
	Please read points given in this NIT preparing Price Bid /Quotation and submit the same along with PRICE SCHEDULE 'A' & PRICE SCHEDULE 'B' if any after considering all the points.
6	DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS
	The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted. That the bidder meets the qualification criteria as per Bid document. In case a bidder not doing business within the purchasers' country, that the bidder is or will be represented by an agent in the country equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.
7	DOCUMENTS ESTABLISHING REQUIRMENT IN NIT ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment. To establish the conformity of the goods and services to the specifications, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data etc.

8 EARNEST MONEY DEPOSIT (EMD)/TENDER FEES (if any)

The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) / **TENDER FEES** (**if any**) specified in the Bid document. This shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders shall be submitted by the manufacturer or their authorized dealer. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. The Bid Security shall be in Indian Rupees for offers received for supply within India or freely convertible currency in the case of offers received for supplies from foreign countries. The Bid Security shall be payable promptly upon written demand by the purchaser in case the conditions in the Tender Documents are invoked. The Bid Security should be submitted in its original format. Copies shall not be accepted. The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the performance security. The firms registered with DGS&D & NSIC, if any, are exempted from payment of EMD provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies. The bid security may be forfeited. If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder; or In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

9 PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser

10 NEGOTIATIONS

Negotiations, if any and at all done, shall be held with only the lowest technically Qualified evaluated responsive bidder.

11 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

12 PURCHASER'S RIGHT TO VARY QUANTITY, ADD SPECIAL TERMS IF REQUIRED AT THE TIME OF AWARD OF CONTRACT

The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of goods and services originally specified in the Tender documents without any change in unit price or other terms and conditions. This tender document and all terms and conditions, Purchase order terms / special term if mutually agreed will be form parts of total contract.

13 JOINT VENTURE, CONSORTIUM OR ASSOCIATION

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

14 **DISQUALIFICATION OF TENDERS**

Tenders are liable for rejection if they are not in line with the terms and conditions of this tender notice. Conditional quotations will be liable for rejection or may not be considered. Incomplete tenders /tenders without EMD will be liable for rejection. Submission of Single Bid as against Two Bid System or Quotes submitted in Email/fax will be rejected. The Bidder should ensure that the prices are mentioned only in the Price Bid and nowhere in the Technical Bids in case of TWO BID SYSTEM.

15 PRELIMINARY EXAMINATION /EVALUATION & COMPARISON OF BIDS

Technically Qualified L1 is main base point for award of contract. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in have been provided, required sureties have been furnished, and to determine the completeness of each document submitted. The Purchaser will examine the technical bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. The competent committee decision and parameters will be final for qualifying the firms technically. No queries will be entertained for the decision and method for the same. No interim queries will be entertained till final award of contract. The total cost of requirement/item/service to be purchased is main criteria for evaluation irrespective of different standard warranty period offered in any. For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under: The final landing cost of after all discounts, freight, forwarding, insurance warehouse to warehouse, custom clearing charges, all duties, taxes etc any other parameter shall be the basis of evaluation Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc. will be ignored for Comparison. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers. Arithmetical errors in the financial bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, the rate quoted in words will be taken as final and shall be binding on the Bidder. To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspaper / Bank Website on the date of Price Bid opening.

The competent authority at its discretion can use the following criteria/method of evaluation to award the contract.

SN		Technical Marking Points (A)	
	Point	Description	Marks
1	Specification of requirement	Technical Specification adherence as per bid submitted, Quality of Make /Material Quoted as per BID.	
2	Past Supply/work experience	Overall company profile Past supply, Quality of past Supply completed, delivery schedule, completed contract, value of contract, Customer feedback, work done for Govt /Autonomous /semi Govt organization etc as assessed by committee constituted by competent authority.	
3	Company Profile	Technical expertise HR ,service support of company, Project handling skills, professional membership, standards certification, Average/Annual turnover, financial strength & status, bank solvency of firm.etc	
4	Technical presentation	Technical Presentation to committee about requirement /features of products/ plan /execution of work / Layout, sample module/demo , plan of work etc as & if required by NIAB	
		Total	100
			total Marks
sup	<u> </u>	ove points, firms are informed to sub cuments which will give them better a.	
sup	porting_doc	a.	omit all releva
sup	porting_doc	uments which will give them better	omit all releva
sup	The price Bid v cost basis & L	a.	omit all releva marks in abo
sup	The price Bid v cost basis & L	Financial Marking Points (B) vill be opened. Ranking will be done as L1 ,L2,L3,L4 1 will be the lowest cost of all . Then L1 will be given 10) / L2 cost . and like L3 , L4 marks will be calculated.	omit all releva marks in abo
sup	The price Bid w cost basis & L (L1 cost x 100)	Financial Marking Points (B) vill be opened. Ranking will be done as L1 ,L2,L3,L4 1 will be the lowest cost of all . Then L1 will be given 10) / L2 cost . and like L3 , L4 marks will be calculated. Part -B 40 % of A	omit all releva marks in abo etc on total 00 Marks. L2 = Above total

MSE Guidelines for EMD/Tender Fees Exemption

Registration of Micro, Small and Medium Enterprises for two types of Companies:

Manufacturing Entity : -- The enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the first schedule to the industries (Development and regulation) Act, 1951). The Manufacturing Enterprise are defined in terms of investment in Plant & Machinery.

Service Entity :-- The enterprises engaged in providing or rendering of services and are defined in terms of investment in equipment.

No.		U 1	Service Industry (Investment in equipment)
1.	Micro	Does not exceed Rs. 25 Lakh	Does not exceed Rs. 10 Lakh
2.	Small		Exceeds Rs. 10 Lakh but does not exceed Rs. 2 Crore
3.	Medium		Exceeds Rs. 2 Crore but does not exceed Rs. 5 Crore

Presently EMD/Tender Fee exemptions and price preference are applicable to only Micro and Small Industries. View above, if you are claiming EMD/Tender Fee exemptions, you should meet above criteria / criteria as revised for Micro and Small Industries.

- 1 You have to submit your supporting documents issued by competent Govt bodies to become eligible for the above exemption.
- 2 Also your certificate (NSIC) / MSE shall cover the items tendered to get EMD/Tender fee exemptions.
- 3 NSIC certificate shall be valid as on due date / extended due date of the tender.
- 4 In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met thru foreign company, then the EMD Exemption cannot be claimed under the MSME status of Indian arm / subsidiary.
- 5 UAM number :- Udyog Aadhar memorandum (UAM) number issued by MSMS, Copy of Registration Certificate issued by NSIC, With current validity / MSE / MSEs owned by SC/ST entrepreneurs in respect of those who are seeking exemption for payment of Earnest Money Deposit (Bid Security)/fees.

<u>Thus a Bidder who solely on it's own, fulfills each eligibility criteria condition as per the tender</u> terms and conditions and who are having MSE status, can claim EMD exemption/ tender fee but not Rs 1500/-processing charges which is mandatory for all. If all these conditions are not fulfilled or supporting documents are not submitted with the Bid, then all those Bids without Tender fees /EMD will be summarily rejected and no queries will be entertained.

This Tender document is free of cost and no tender fees is applicable. EMD exemption is as rules mentioned herein.

<u>TENDER PROCESSSING CHARGES Rs 1500 /- in this NIT is mandatory for all</u> <u>firms and not exempted to any firm.</u>

CHAPTER 4 GENERAL CONDITIONS OF CONTRACT

<i>a</i>	
SN	DETAILS
1	SUPPLIER'S RESPONSIBILITIES
	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply and the Delivery and Completion Schedule, as per Purchase Order Terms.
2	SUB-CONTRACTS
	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies. The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent
3	CONTRACT PRICE
	Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Purchase Order shall not vary from the prices quoted by the Supplier in its bid.
4	TERMS OF PAYMENT
	Payment Term will be finalized by NIAB Policy and remain mandatory for supplier as issued in Contract /Purchase order. Our rules do not permit any advance payment either direct or through a bank. However, payment of your bill will be made after receipt of the articles in good condition & successful installation by way of DEMAND DRAFT / Foreign Demand Draft (FDD)/ Wire Transfer as per NIAB Order Terms & conditions. For Indigenous items Payment will be made after delivery and installation. All banking charges outside India will be borne by the supplier and inside India charges will be borne by the purchaser. Commercial Invoice produced by Reprographic system or automated computerized system marked as original not acceptable. The following documents shall be required by the Purchaser for payment. Signed commercial invoice in quadruplicate, Certificate of Origin issued by the Beneficiary/ Concerned Chamber of Commerce, Insurance copies/ certificates, Airway Bill / Bill of Lading Copy, Packing list indicating description of goods and quantity package wise in triplicate.
5	EXTENSION OF TIME
	Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the contract. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.
6	PENALTY CLAUSE
	Subject to clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Purchase order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1 percent of the order value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10 Percent. Once the maximum is reached, the Purchaser may consider termination of the Contract for Default.
7	TERMINATION FOR DEFAULT / INSOLVENCY
	The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part
	If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser If the Supplier fails to perform any other obligation(s) under the Contract. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices.
	In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action: The Performance Security is to be forfeited.
	The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without
	compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
8	
8	or will accrue thereafter to the Purchaser.
8	or will accrue thereafter to the Purchaser. NOTICES Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing and confirmed to the

	be payable extra, if so stipulated in order.
10	INCIDENTAL SERVICES
	The supplier may be required to provide any or all of the services, as discussed during the course of finalizing the contract. User and detailed Service Manual /training to be supplied along with the equipment.
11	PERFORMANCE SECURITY
	The successful Bidder must be ready to provide Performance security (10% of the order value unless mentioned otherwise) in the Performance Security Form provided in the Bid Document, within 21 days of the receipt of notification of award/purchase order from the Purchaser or/as mentioned in purchase order/contract awarded failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited & the contract shall be deemed terminated. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	The Performance Security shall be submitted in one of the following forms: (i) Indian manufacturers/suppliers or Authorized Indian Agents of the Foreign Principals can submit the performance security on behalf of their foreign principals in the form of Bank Guarantee issued by a Nationalized/Scheduled bank located in India on the format provided in the bidding documents. OR (ii) Foreign Principals can also submit performance security directly on the prescribed format through any foreign or Indian bank having
	office preferably in Hyderabad (India) or in the form of Standby Letter of Credit which must be advised and confirmed by any bank in India located preferably in Hyderabad.
	The performance security/Standby LC will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security/SLC, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
12	FRAUD AND CORRUPTION
	The purchaser requires that the bidder's suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:
	"Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non- competitive levels; and "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
13	SETTLEMENT OF DISPUTES
	The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, NIAB and if he is unable or unwilling to act, to the sole arbitrator so appointed shall be final conclusive and binding on all parties to this order. In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provision sof UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Venue of the arbitration shall be the place from where the order is issued.
14	APPLICABLE LAW
	The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction Hyderabad.
·	

CHAPTER - 5 <u>REQUIRED DOCUMENTS/ FORMAT WITH BID (TO BE UPLOADED ONLINE)</u>

(VERY IMPORTANT)

FORMAT TO KEEP READY BEFORE ONLINE SUBMISSION OF BIDS

Please check all Form/Formats mentioned herwith.

Bid will contain all the technical details of the products along with following format. Please keep all the following documents ready in .pdf format printed on your company/firm letterhead or as required for uploading on the website during online submission of your bid. Non Submission of these format will result in rejection of your bid. Read all forms carefully and submit it exactly same as per given format. Changing of our wording of format may result in rejection of your bids. You can type this or hand written forms are also accepted to be printed on firm letterhead or word copy is also available on website of NIAB.

NIAB/SP/2018-19/21

IT IS TWO BID ---- THERE ARE 2 COVERS TO BE UPLOAD

✓ Cover-1 -- Part-1 --- FEE/PRE QUAL/TECHNICAL/FORMS

✓ Cover-2 -- Part-2 --- PRICE BID AS PER FORMAT MENTIONED IN THIS NIT

Cover Details		red documents (1 to 4) scanned as <u>only one pdf file</u> ready for t applying for tender
Cover-1 Part-1 (Fees/Technical/Other	1 st Document	SCAN COPY OF DD (EMD /TENDER PROCESSING FEES/TENDER FEES AS APPLICABLE.)
Forms) <u>(All documents</u> <u>required</u> <u>as per tender , as one</u> <u>pdf. File)</u>		(If applicable) UAM number Udyog Aadhar memorandum (UAM) number issued by MSMS , Copy of Registration Certificate issued by NSIC, Govt. of India Enterprise/DG, S&D / MSME, units registered with District Industries Centre / Joint Director of Commerce and Industries, Govt. of Telangana/ respective State Govts. With current validity / MSE / MSEs owned by SC/ST entrepreneurs in respect of those who are seeking exemption for payment of Earnest Money Deposit (Bid Security)/fees.
	2 nd Document	TECHNICAL BID COMPLIANCE FORM & TECHNICAL DESCRIPTION / LITERATURE/CATALOGUE etc mentioned in this tender documents (NIT)
	3 rd Document	ALL required FORMS mentioned in this tender documents (NIT)
	4 th Document	Copy of PAN card/ Certificate of Registration with Govt. Tax Authorities /GST / Income Tax returns for the last two Assessment Year as per current date. / Turnover Certificate of Last 02 years/As Per Tender
	1 st Document	

Cover-2 Part-2 Only Price Bid (All documents, <u>as</u> one pdf. File)	1 st Document	QUOTATION ON YOUR LETTERHEAD, AS PER FORMAT OF PRICE BID AS PER NIT / FINANCIAL BID / SCANNED QUOTATION ON FIRM LETTERHEAD GIVING TOTAL COST OF REQUIRMENT IN TENDER .
one pui. rne)		

(FORMS TO BE SUBMITTED ALONGWITH YOUR BID OTHERWISE YOUR BID WILL BE REJECTED)

FORM NO - 1

PROCESS COMPLIANCE/ACCEPTANCE OF TENDER CONDITIONS FORM

The Director,

National Institute of Animal Biotechnology (NIAB), Opp. Journalist Colony, Near Gowlidoddy, Extended Q City Road, Gachibowli, Hyderabad, Telangana, India -32

> Sub: Acceptance to the Process related & Terms and Conditions for the e-Tendering Ref.:- The Terms & Conditions for e-Tendering mentioned in tender No.:_____

Sir,

We hereby confirm the following.

The undersigned is authorized representative of the company. We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as this document. We have examined and have no reservations to the Bidding Documents, including addendum (if any). We offer to supply in conformity with the Bidding Documents and in accordance with the condition of contact, specified in this tender document. We will honour the Bid submitted by us during the e-tendering. We give undertaking that if any mistake occurs while submitting the bid from our side, we will honour the same.

Bid securing declaration: - We accept that if we withdraw or modify Bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in this bids document, we will be suspended for the period of 01 year from being eligible to submit Bids for contracts with NIAB.

We are aware that if NIAB has to carry out e-tender again due to our mistake, NIAB has the right to disqualify us for this tender. We confirm that NIAB shall not be liable & responsible in any manner whatsoever for my/our failure to access &submit offer on the e-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc. Our bid shall be valid for the period from the date fixed for the bid submission deadline, and it shall remain binding upon us and accepted at any time before the expiration of bid validity period as per this tender.

If our bid is accepted, we commit to provide a performance security in Bank Guarantee /Fixed Deposits for due performance of the contract as per NIAB policy and warranty-guarantee as per tender specification or agrees as per contract. We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of order, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. We accept that the competent authority in NIAB will have full right to reject any/all offer(s) without assigning any reason thereof and does not bind itself to accept the lowest or any other tender and full authority to postpone the tender issue date, submission /opening date or to alter any other condition of tender /cancellation of this tender, as per policy/committee recommendations of NIAB at any stage without assigning any reason thereof for which no claim from whomsoever will be entertained. I/We the undersigned, have read the entire terms and conditions of this Tender document and we are fully agreeable to the terms and conditions mentioned herein. The decision of competent authority of NIAB with respect to this Tender-Result will be fully agreeable and binding on us.

This letter can be treated as signed and acceptance copy of tender documents and the forms submitted as signed by competent authority of firm submitting this tender and there is no need to submit separate signed copy of tender document.

Competent Authority to sign:

Name:-

Designation:-

Contact Details :-

<u>(FORM NO 2)</u> DETAILS OF LOCAL OFFICE / ANY OTHER SERVICE SUPPORT

Location /Address of Service Centre :-

Name of Technical /In charge Person/Qualification :-

Phone/Fax/Email :-

Office Hours :-

Details of Service Facilities available :-

<u>Competent Authority to sign:</u> <u>Name, Designation :</u> Date with stamp & seal of organisation:

(FORM NO 3) PRICE REASONABILITY CERTIFICATE

This is to certify that we have offered the maximum possible discounted price to your institute for the Item required as per this Tender No_______in our Quotation No.

date ______ for total Currency / as per quotation submitted .We would like to certify that the quoted price are the minimum and we have not quoted the same item on lesser rates than those being offered to NIAB to any other customer nor we will do so till the validity of offer or execution of purchase order, whichever is later.

> <u>Competent Authority to sign:</u> <u>Name, Designation :</u> <u>Date with stamp & seal of organisation:</u>

(FORM NO- 4) UNDERTAKING TO SUBMIT PERFORMANCE BANK GUARRNATEE

The Director, National Institute of Animal Biotechnology (NIAB), Opp. Journalist Colony, Near Gowlidoddy, Extended Q City Road, Gachibowli, Hyderabad, Telangana, India -32

Sub:- Assurance for PBG

Sir,

We the Firm are participating in your Tender No_____

If our bid is accepted against this subject tender notice, we commit to provide a performance security for due performance of the contract as per NIAB policy/format/form and warranty-guarantee as per tender specification or agrees as per contract valid for 60 days more than the contract period.

Thank you.

<u>Competent Authority to sign:</u> <u>Name, Designation :</u> <u>Date with stamp & seal of</u> organisation:

<u>(FORM NO 5)</u> PERFORMANCE STATEMENT/ CLIENTELE/LIST OF USER

Attached separate sheet in same format if above place is not sufficient

SN	Name & Address of purchaser	Contract	Order	Period of contract	Contact Person along with
	1	No. and date			Tel. NO., Fax No. & e-
					mail address
-					

<u>Competent Authority to sign:</u> <u>Name, Designation :</u> <u>Date with stamp & seal of organisation:</u>

(FORM NO 6) TECHNICAL BID COMPLIANCE FORM

The Director,

National Institute of Animal Biotechnology (NIAB),

Opp. Journalist Colony, Near Gowlidoddy,

Extended Q City Road, Gachibowli, Hyderabad, Telangana, India -32

Sir,

Please find attached technical compliance statement as required vide this Tender No	_ dt	
For the item		

Sr No.	Tender Specifications	Bidder's Specifications /Offer	Compliance (Yes/No)	Catalogue Page No/Bid Page No. on which compliance information is given & which is attached in the bid submitted.	Remarks/Deviation (If any)
L					

****** Please note following very very important points ******

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications must be provided. If any deviation is proposed by the Bidder, the same must be clearly indicated and enclosed as deviation as per given format. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications should also give the page number(s) of the technical literature where the relevant specification is mentioned. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points of specification, failing this will result in rejection of bid.

The technical committee can ask for demo in NIAB (if required at the time of technical evaluation). If bid participating firm fails to arrange for demo, it will result in rejection of the bid. In case of demo is to be arranged at different place other than NIAB, all the incidental expenses of this arrangement has to borne by the bid participating firm. No Queries will be entertained for waive off for demo as it is in utmost interest of the organisation to make correct procurement as per end user requirement and use public fund in correct manner with avoid of risk of purchase of substandard material. As specification is essence of this purchase no comprise will be made in ascertaining the right quality of product as per requirement for NIAB.

(FORM NO -7) ORGANISATIONAL DETAILS

1	Name & Address of the applicant with Telephone No./Fax No./ Email ID	
2	Address of local office (in Hyderabad/India)	
3	Year of Establishment	
4	Legal status of the applicant (attach copies of original document defining the legal status)	
	a) A proprietary firm	
	b) A firm in partnership	
	c) A limited company or Corporation / Joint venture / Consortia /Any other	
5	Names of Key executives with designation to be connected with this bid /Designation of individuals authorized to act on behalf the organization.(Contac No /E mail ID)	
	Details of manufacturer /factory	
6	Name :- Address :-	
	Has the bidder, or any constituent partner in case of partnership firm / limited company/ Joint	
7	venture, ever been convicted by the court of law ? if so, give details.	
8	Any other information considered necessary from your side but not included above.	
9	Confirm that the Bidder has not been banned OR delisted/blacklisted by any Government or Quasi Government agencies or Public Sector Units.	
10	Confirm that Bidder is not under Liquidation, court Receivership or similar proceedings.	
	COMPETENT AUTHO	ORITY NAME , SIGN & DATE

(FORM NO – 8) FINANCIAL INFORMATION

Date

To, Director NIAB Hyderabad

I the undersigned certify that the following details submitted is verified by me and is found correct.

	Financial /	Annual Turnover	Profit	Loss		
S.No.	Accounting Year	(Rs.)	(Rs.)	(Rs.)		
AVERAGE TURNOVER OF LAST THREE YEARS = EXCLUDING CURRENT YEAR DATA						

LAST THREE YEARS DATA EXCLUDING CURRENT YEAR

COMPETENT AUTHORITY NAME , SIGN & DATE WITH STAMP & SEAL OF ORGANIZATION

The details to be furnished must be supported by figures in balance sheet/profit and loss account and relevant authorized documents.

<u>Or</u>

above form No - 9 on letterhead of your Chartered accountant can also be accepted in lieu of supporting documents.

(FORM NO – 9)

BANK SOLVENCY CERTIFICATE

Note: - Banker's certificate should be on letter head of the Bank and should not be more than 12 months old from the date of publication of tender.

Date:

To,

The Director

NIAB - Hyderabad

BANK SOLVENCY CERTIFICATE

We the (Bank Name) do hereby certify that (Name of Firm) having their Registered office (Registered Office Address) is solvent the extent at to of Rs Rs. in words) as

disclosed by the information and records which are available with the aforesaid bank.

It is further notified that this certificate is being issued at the request of (**Name of Firm**) without attaching any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

Sign & Stamp of Bank Manager

Place:

Date:

MAJOR WORKS/SUPPLY OF SIMILAR REQUIRMENT COMPLETED DURING THE LAST 5 YEARS.

(FORM NO – 10)

Please submit the following details as per format mentioned herewith.

- Select the year as per the date of Purchase order falls in from Jan to Dec.
- ➢ Work/Supply should have been executed by the firm under the name in which they are submitting the applications.
- ▶ Write NIL if no data is available in any of the following year.
- Attach PO copies as supporting document.

Format of major works completed.

PO date should fall in Jan to Dec period of above year. Please give details of each year separately as per this format

SN	Details	2013	2014	2015	2016	2017
1	Purchase/Work order date and Number					
2	Name of the work/Supply and location					
3	Name of the Client					
4	Cost of Order in Lakhs / Order value					
5	Name and address/telephone number of officer to whom reference may be made					
6	Any other details wish to be provided					

FORM NO -11

PRICE BID FORMAT --- PRICE SCHEDULE 'A'

(To be utilised by the bidders for quoting their prices). NIAB/SP/2018-19/21

These documents must be enclosed as part of price bid documents to be uploaded in Cover- 2 -Part-II in CPPP portal

The price schedule with prices (both in words and in figures) strictly in accordance with the price schedule format of the tender document. The price Schedule should also be supported by wage structure i.e. Basic, DA, HRA, ESI, PF,, Uniform Allowance etc., paid to the person proposed to have employed in NIAB to substantiate the rates quoted on the company letter head duly signed. Deviation from the price schedule format may render the tender liable for rejection.

S.	Discipline	Shift	Shift	Shift	Reliever	No of hours	Technical Qualification	Experience
No	-	A/G	В	С		/days per week		Years
1	33 Kv switch gear	1	1	1	1	24/7	ITI / Diploma/ B.Tech	7/4/3
	& HT/LT panels							
2	Internal Electrical	1	1	1	1	24/7	ITI / Diploma/ BTech	7/4/3
	works							
3	HVAC & AHUs,	2	2	2	1	24/7	ITI / Diploma/ BTech	6/4/3
	BMS							
4	STP	1	1	1	1	24/7	SSC/ITI/Diploma	7/4/3
5	Plumbing	1				8/7	SSC/ITI	8/5
	-							
6	Supervisor /	1				8/7	B.Tech /M.Tech	8/5
	Engineer						(Electrical/Mechanical)	

Man Power Requirement (Tentative 3 Shifts Operation)

The Above requirement is tentative and may change as per NIAB requirement in future . (Please note all Staff member must have ESI and EPF Nos.)

Format of Price schedule is given below:

a) Annual Cost

S1.	Discipline	Annual Charges		
No		Figures	Words	
1	33KV switch gear &HT/LT			
	panels			
2	Internal Electrical works			
3	HVAC & AHUs, BMS			
4	STP			
5	Plumbing			
6	Supervisor /Engineer			

Contractor should ensure that minimum wages to be paid as per labor act (Any deviation will lead to cancellation of Work contract at any time). A separate sheet showing the Cost breakup should also be attached

The charges are to be Inclusive of Taxes. Taxes applicable (at present rates) are to be indicated separately.

Any other information about costing / Pricing other than above can be give separately.

<u>CHAPTER – 6</u>

SPECIFICATION AND OTHER TERMS OF REQUIREMENTS / TERMS AND CONDITIONS

National Institute of Animal Biotechnology (NIAB), Hyderabad is an Autonomous Research and Development organization under Department of Biotechnology (DBT), Government of India with main campus at Gopanapalli, Hyderabad

NIAB would like to hire Facility Management Service (FMS) arrangements on 24/7/365 basis at NIAB Opp Journalist Colony, Near Gopanapalli , Extended Q City Road, Gachibowli ,Hyderabad, Telangana, India

Service: Providing Facility Management Service (FMS) arrangements on 24 hours basis at Opp. Journalist Colony, Near Gopanapalli, Extended Q City Road, Gachibowli ,Hyderabad, Telangana, India

THE FOLLOWING DOCUMENTS TO BE SUBMITTED AS A PART OD TECHNICAL BID.

(I)	This document must be enclosed as part of Technical bid documents to be uploaded in Cover-1 Part-1 in CPPP portal.							
<u>SN</u>	Particulars	<u>Compliance</u> (yes /No)	Remark/Devia tion if any					
1	Quoted rates should be valid for a period of 3 years from the date of placement of order.							
2	Bidders are requested to visit the site and acquaint themselves with the requirements and assess the scope of work and then submit the tender.							
3	 DISQUALIFICATION OF TENDERS: The tenders are liable for rejection in the following circumstances: If they are not conformity with the terms and conditions of this tender notice. Conditional quotations Incomplete tenders Tenders without EMD and cost of tender document Tenders submitted through Fax or e-mail If two bid system is not followed Technical Bid in which price is mentioned 							
4	Amendment, Corrigendum if any to this tender document, WILL BE HOSTED ONLY ON NIAB WEBSITE and no separate Press Notification will be issued. Bidders are advised to visit our website regularly to know such details.							
5	EMD in the form of BG is not acceptable. No interest is payable on EMD. The EMD will be returned to the bidders(s) whose offer is not accepted by NIAB within one month from the date of the placing of the final order(s) on the selected bidder(s). EMD of the successful bidder shall be converted to supplement Security Deposit and can be released on submission of bank guarantee for equivalent amount.							

<u>6</u>	ELIGIBILITY CRITERIA FOR FACILITY MANAGEMENT SERVICE AGENCY TO PARTICIPATE IN THE TENDER	
	ESSENTIAL:	
	1. Should have experience of not less than 05 (five) years in similar field.	
	2. The contractor should have PF & ESI registrations, PAN, Service tax registration, valid license for providing Facility Management Services from concerned statutory authorities. Copies of all statutory registrations must be provided.	
	 Labour licence for applicability of Minimum Wages Act 1948. Minimum wages certificate from concerned government authority should be submitted. 	
	4. The contractor should have enough manpower say 50 so that additional manpower, whenever desired by the Director, NIAB can be supplied even at short notice.	
	 Should have completed (a) one work of Rs. 24 lakhs /Year or above, (b) two works of Rs. 15 lakhs /Year each or above and (c) three works of Rs. 12 lakhs/Year each or above in last 5 years 	
	DESIRABLE:	
	1. Experience in providing Facility Management services to a Government/Semi Government/Research/PSU institution and/or an institution of similar infrastructure as that of the NIAB.	

(II)	This document must be enclosed as part of Technical bid documents to be uploaded in Cover-1 Part-1 in CPPP portal.			
<u>SN</u>	Particulars	Compliance (yes /No)	<u>Remark/Devia</u> <u>tion if any</u>	
1	 (a) Profile of the service provider detailing the manpower, infrastructure, training facilities available, proposed scheme/plan of operation for providing security services, 			
	(b) Conditions of the contract, each page duly signed by the tenderer as token of acceptance. If any deviation is proposed by the tenderer, the same must be clearly indicated and enclosed as deviation list. However tenders with significant deviations and/or merely enclosing tenderer's printed conditions of their own terms and conditions will make the tender liable for rejection.			
	(c) List of major services work/works executed during the previous five years along with copies of work orders/references.			
	(d) Statement showing the turnover during the past three years supported by audited balance sheets or Income Tax Returns			
	(e) Solvency certificate from any nationalized bank at least for 50% of the tendered value.			
	(f) Copies of GST/EPF/ESI registration certificates and PAN card.			
	(g) License from Central Labour authorities.			
	(h) List of manpower to be employed by the contractor (without any price).			
	(i) Declaration (Appendix- B)			

	Particulars	Compliance	Rer
		(yes /No)	<u>ev</u> <u>i</u>
	CONTRACT FOR FACILITY SEVICE ARRANGEMENT		
Th	e Facility Management Company and NIAB agree to the following		
Th	ERMS & CONDITIONS: the Company will provide Facility Management Service (FMS) arrangements on 24/7/365 days basis NIAB, Office at Gopanapalli,Hyderabad-500032 in terms of Scope of Service at Appendix-A.		
1.4 ser 2.7 nec Co 3.4 acc 4.C sup her 5.7 arr ser 6. will per Ma 7.1 res Faa 8.7 9.7 dev 10.0	mpany undertakes to: Arrange deployment of trained and uniformed personnel with best endeavors to conduct the offered tryices and assist in protection of legitimate interests and items at the office of NIAB. The manpower deployed at NIAB, establishment will be employees of Company and all the cessary statutory requirement such as minimum wages, ESI, PF etc. shall be the responsibility of ompany, who are registered with PF, ESI, IT etc. Company will provide necessary supervision to ensure suitable performance of the offered service in cordance with the existing assignment brief agreed upon between the parties to the Contract. Company will perform the offered service acts and matters connected with the administration, perintendence, and contract of manpower arrangements on basis of the term and condition defined rein and accordance with such amended directions that my from time to time require. NIAB reserves the right to revise the charges for any modification in the number of manpower and rangement as per the needs of NIAB and also to pay separately extra charges towards any additional rvices required depending upon the circumstances as mutually agreed terms. The contract is proposed for Three years. Initially, the contract for Facility Management Services Il be awarded for a period of one year. After completion of one year tenure, NIAB will review the rformance of the Facility Management agency and based on the satisfactory performance of Facility anagement agency, the contract may be extended for the next two years. In case of any accident, which may occur during the time of engagement, NIAB will not be sponsible by any means (legal or otherwise) whatsoever. Complete responsibility will rest with the cility Management agency. The company should attend all the breakdown issues immediately. The company should tate over the relative services from the agencies and to provide defect and viation list to NIAB. .NIAB will reserve the right to request the contractor to withdraw any of its employ		
TE Th per	inion of NIAB, that contractor is not in public interest. ENURE OF CONTRACT: is Contract is valid for one year from the date of commencement. On conclusion of the contract riod, the contract is renewable for the Second and Third years (one year each time) based on tisfactory performance.		
TE Eit	ERMINATION OF CONTRACT: ther Party may terminate the contract, before the end of the Contract period, by giving two months' tice in writing or payment in lieu of the notice period.		
Th des by dec	ERMS OF PAYMENT: the bill for a month should be submitted (in duplicate) to the Sr manager, NIAB or any other officer signated by Director, NIAB, Hyderabad by 5th of succeeding month and all attempts will be made NIAB to make payment at the earliest. Payment shall be made only on monthly basis .TDS will be ducted as per prevailing rates .payment will be released through RTGS/NEFT in favor of Facility anagement company .		

(IV)	This document must be enclosed as part of Technical bid documents to be uploaded in Cover-1 Part-1 in CPPP portal.				
<u>SN</u>	Particulars	<u>Compliance</u> (yes /No)	Remark/ Deviation if any		
1	Appendix –A		<u> </u>		
	The scope of services, including Electro- Mechanical jobs and Technical services				
	in the entire building, to be provided by the company to NIAB is as follows:				
	1. Company shall ensure that all internal maintenance which includes Electro-mechanical jobs of entire building and will take care of the common area maintenance of the entire building.				
	2. Electrical distribution panels (LBD,PDB and UBD):				
	 (a) Carry out daily operation (switch on/off) as required. To attend all the breakdown works related to electrical distribution HT/Lt system (b) Replacing of fused bulbs, Socket, switches etc. (c) Maintain all the necessary logbooks, registers & records for any future checks & audits. 				
	(d) Regular checking , cleaning & general servicing Weekly /monthly basis				
	 (e) Maintenance of the earth pits (f) 52 week maintenance planner to be submitted and implemented. (g) They should complete all the modification works as required by NIAB 				
	All other equipment's and items which are not mentioned above but need electrical services.				
	3. Chillers & air handling units:				
	(a) Carry out operations & maintaining the temperature at individual room.				
	 (b) Need to maintain the temperature of 25 degree + /-1 (c) The temperature of server room and UPS room should be maintained as per NIAB requirement. 				
	 (d) Coordinate with the AMC vender for any break down & preventive maintenances. (a) Maintain all the pagesener log back registers & records for any 				
	 (e) Maintain all the necessary log book, registers & records for any future checks & audits (f) Coordinate with OEMS for periodical & preventive maintenance. 				
	All other equipment's and items which are not mentioned above but belongs to electrical service				
	4. Fire Alarm system, fire sprinkler system, fire hydrant system, fire panels and fire extinguishers:				
	(a) Checking the system for operation periodically.(b) Co- ordinate with AMC vendors for any break down & preventive maintenance				
	 (c) Check the healthiness of fire extinguishers and ensure their working condition. (d) Ensure that the angle detectors fire alarmentation at all 				
	 (d) Ensure that the smoke detectors, fire alarm panel are working at all times. 				
	(e) Establish contact local nearby fire station and maintain rapport with the authorities				

5. Water distribution system, To fill the water to all the storage tanks of campus and to maintain continuous supply of water to all washrooms and end users. Energy meters: 6 (a) Ensure that the meter readings are noted as per scheduled time & monitor the power consumption. (b) Submit daily report / log books on power consumption 7. Diesel Generators: (a) Ensure the efficient operation of DG sets and to ensure proper Diesel in the Dgsets. (b) Ensure that the Genset meter reading are noted as per scheduled time & monitor the power consumption. (c) Submit daily report / log book on power consumption maintain all the necessary logbook, registers, records of services for future checks /audits. (d) Timely procurement of diesel to run the generators. 8. STP, Plumbing and sanitary distribution systems: (a) STP operation and Maintenance and generating BOD and related test reports (b) Up keep the plumbing system at facility. (c) Attend to any break down calls. (d) Maintain all the necessary log book and records. (e) Report the deficiencies to management in case of any requirements. (f) Liasoning with PCB and other relative Boards 9. Inverters, & Audio Visual Equipment: (a) Operations as required. (b) Coordinate with the vendors / AMC vendors for any break down & preventive maintenances (c)Plan periodical and preventive (52 week plan) maintenance. (d)Coordinate with vendors / AMC vendors for any break down & Preventive maintenances. Luminaries, fittings and fixtures: 10. (a)Check for healthiness on a regular basis. (b)Check & replace any fused bulbs & tubes. (c) Rectify any wiring problems. (d) Keep account of the incoming materials & maintain register for replacements. (e) Cleaning of the fixtures on weekly basis. 11. Liasoning with state government departments and Boards. 12.Logbook / registers: Registers to be maintained at the site to include attendance, incidents, handover /takeover, assets, emergency contacts, all equipment logs (HVAC, UPS, Electrical distribution, Generators, fire alarm / Fire detection etc). All these registers have to be properly and duly filled by the Engineering Maintenance staff, and got attested by Periodically by NIAB engineer

(V)	This document must be enclosed as part of Technical bid documents to be uploaded in Cover-1		
	Part-1 in CPPP portal.		
<u>SN</u>	Particulars		<u>Remark</u>
		<u>nce (yes</u>	/Deviati
		<u>/No)</u>	<u>on if</u>
			<u>any</u>
	Appendix-B		
	DECLARATION		
	ISon /Daughter of Shri		
	Soli /Daughter of Shift		
	Proprietor / Partner / Director / Authorized		
	Signatory of		
	I am competent to sign this declaration and		
	execute this tender		
	Document.		
	2. I have carefully read and understood all the terms and conditions of the tender and		
	hereby convey my acceptance of the same.		
	3. The information / documents furnished along with the above application are true and		
	authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact		
	that furnishing of any false information / fabricated document would lead to rejection of		
	my tender at any stage besides liabilities towards prosecution under appropriate law.		
	Signature of Authorized Person		
	-		
	Full Name:		
	Company's Seal:		
	Place:		
	Date		

<u>SN</u>	Particulars	<u>Compliance</u> (yes /No)	Remark/Deviation if any
	CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER		
	1. Audited Balance Sheet and Profit and Loss Accounts for last		
	three years with audit report		
	2. Attested Photo copy of PAN Card		
	3. ESI Registration certificate copy. with last payment details		
	4. EPF Registration certificate copy. With last payment detail		
	5. Goods Service Tax registration certificate with details of the last		
	payment		
	6. Registration certificate under central labour law authorities.		
	7. Copy of valid labour license.		
	8. Minimum wages payment certificate from state Government.		
	9. Forms as per NIT and Documents in support of contracts		
	fulfilled in last 5 years along with their values in support of the		
	experience and financial credibility		
	10. Declaration as per Appendix – B		

OTHER IMPORTANT REQUIREMENTS WITH SPECIFICATION

- I. Only competent firm who can supply the material as per required specification should submit the Bid with supporting technical documents as the specification is essence of the this procurement. Technical Bid Compliance Form and information/ important points mentioned therein as per tender document along with supporting documents , brochure / technical literature/Catalogue / website details (if any) must be submitted along with Bid. If this is not submitted as per format mentioned in this tender document, the bid will be rejected with the reason (Failing compliance of Specification/Tender important requirements) and no correspondence will be made to firm in this regard & No queries will be entertained in this regard from firm. Simply mentioning complied/yes without supporting documents will result in rejection of Bid and blacklisting of firm from future participation of NIAB tenders.
- II. Few of the conditions/ forms in this document may not be applicable for Service/Work /Non-Scientific items requirement as per this tender. Write "NA" in any of the form wherever it is suitable/applicable as per bid submitting firm considering the requirement in tender.

(How to find NIAB tenders in CPPP website.)		
You can find our tenders on CPPP website under following link and selection mentioned below	Also Tender link is available on NIAB website.	
Go to website <u>https://eprocure.gov.in/eprocure/app</u> then click <u>Tenders by Organisation</u> and then click Organisation Name Department of Biotechnology you will find NIAB Tenders.	Go to <u>http://www.niab.org.in/Default.aspx</u> then click (Tenders) then click (<u>The following tenders may be</u> <u>viewed on the website of</u> <u>Central Public Procurement</u> <u>Portal</u>)	

TENDER PROCESSSING CHARGES Rs 1500 /- is mandatory for all firms and <u>not exempted</u> to any firm. This Tender document is free of cost and no tender fees is applicable. EMD exemption is as rules mentioned herein. Please read tender document carefully to avoid rejection of bid. No queries will be entertained for rejection of Bid due to non-following of terms and conditions of NIT.

For any queries you can send E mail to us <u>santosh@niab.org.in</u>, <u>spm@niab.org.in</u>, <u>rameshbabu@niab.org.in</u>