




राष्ट्रीय पशु जैव प्रौद्योगिकी संस्थान  
National Institute of Animal Biotechnology



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

### STORES AND PURCHASE SECTION

<b>E-mail</b>	spm@niab.org.in		<b>Address :-</b> Survey No 37/4, Gopanpally Village , Gowalidoodi Area , Serilingampalli Mandal beside Yellamma Temple , Near petrol Pump , RR District, Hyderabad 500032.
<b>Telephone</b>	+91 040- 23120 -110		
<b>Telefax</b>	+91 040 – 23120- 130		
<b>Website</b>	www.niab.org.in		

### **NOTICE INVITING TENDER (TWO BID SYSTEM)**

#### **E-PROCUREMENT UNDER CENTRAL PUBLIC PROCUREMENT PORTAL**

On behalf of the Director, NIAB - Hyderabad, India, **online bids** through [www.eprocure.gov.in](http://www.eprocure.gov.in) are invited under **TWO Bid System** 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.**  
**MANUAL SUBMISSION OF BIDS 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 [www.niab.org.in](http://www.niab.org.in) or website of CPPP [www.eprocure.gov.in](http://www.eprocure.gov.in). The bidders will be required to submit their bids online on the e-Procurement module using website [www.eprocure.gov.in](http://www.eprocure.gov.in). 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: - <http://eprocure.gov.in/eprocure/app> and click following section for complete information about E -Procurement process.**

- **[Help For Contractors](#)**
- **[Information About DSC](#)**
- **[FAQ](#)**
- **[Bidders Manual Kit](#)**

**The helpdesk numbers for any technical queries related to operation of the Central Public Procurement Portal**  
Please 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 :-** [cphp-nic@nic.in](mailto:cphp-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 .

**Few of the conditions/ forms in this document may not be applicable for Service/Work 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.**

**CHAPTER-1**

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

<b>S N</b>	<b>Name of item/Work</b>	<b>Qty.</b>	<b>Put this Ref. No. on the top of cover</b>	<b>Bid Type</b>
1	<b>Empanelment of manpower service provider for providing manpower on outsourcing basis (Details as per this NIT)</b>  <b><u>(Detailed Specifications in Chapter 6 at the end of document )</u></b>	As per NIT/Specification	NIAB/SP/2018-19/35	<b><u>TWO BID ONLINE</u></b>

<b>TENDER EMD (REFUNDABLE)</b>	<b>Rs 188000 /-</b>	Tenders without <b>TENDER PROCESSING FEES / EMD</b> (if applicable) will be rejected.
<b>TENDER PROCESSING CHARGES</b>	<b>Rs 1500 /- (No exemption to any firm)</b>	
<b><u>THIS FEES IS NOT EXEMPTED TO ANY FIRM &amp; NON REFUNDABLE). (This is not tender fees/cost of NIT document as tender is issued free of cost, can be downloaded on CPPP / NIAB website or will be E mailed if asked from NIAB. All the firms want to participate this tender must submit this charges failing which your Bid will be rejected</u></b>		
<b><u>All the firms want to participate in this tender must submit Rs 1500 as processing charges failing which your Bid will be rejected. Only EMD exemption is allowed as per chapter 4 -page no 8 of this NIT. For MSE /NSIC registered firms please read page no 8 of this NIT before claiming exemption (if any) for EMD only. Non Compliance/False information will result in rejection of Bid / Ban on Firm for future Tenders.( Rs 1500 /- No exemption to any firm, mandatory to submit the DD for all the firms)</u></b>		
<b>MODE OF PAYMENT OF EMD/FEES</b>	<b>Demand Draft of any nationalized/commercial bank.</b>	
<b><u>(SCANNED COPY OF TENDER FEE AND EARNEST MONEY IS TO BE UPLOADED ONLINE AT THE TIME OF SUBMISSION OF BID)</u></b>	<b><u>Please mention firm name &amp; contact no. tender ref no backside of demand draft and Original DD must be sent to the NIAB HYDERABAD on or before Bid Submission Date &amp; Time as mentioned in Critical Date Sheet.</u></b>	
<b>DD IN FAVOUR OF</b>	<b><u>National Institute of Animal Biotechnology</u></b> payable at Hyderabad.	
<b>DD TO BE SUBMITTED TO</b>	Manager (Stores & Purchase) 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.		
<b>PRE-BID MEETING</b>	<b>29-11-2018 ( at NIAB LGF S&amp;P Section at 2.30 pm NIAB Address mentioned in Page 1 of this document.)</b>	
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 <a href="mailto:santosh@niab.org.in">santosh@niab.org.in</a> , <a href="mailto:spm@niab.org.in">spm@niab.org.in</a> 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.		
<b>CRITICAL DATE SHEET (Please strictly adhere to the dates mentioned in this document.</b>		
<b>Tender Published Date</b>	20-11-2018 (As per CPPP portal time)	
<b>Bid Submission Start Date</b>	20-11-2018 (As per CPPP portal time)	
<b>Bid Submission End Date</b>	11-12-2018 (at 14.00 hrs)	
<b>Technical Bid Opening Date</b>	12-12-2018 (at 14.30 hrs)	
<b>Price Bid Opening</b>	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	Bids shall be submitted online only at CPPP website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
2	<b><u>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 &amp; Price Bid ready before starting the procedure.</u></b>
3	The bidders can enroll themselves on the website <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> 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 <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> 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: - <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> and get complete information.
4	<b>Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</b>
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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> 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	<b>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 <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> .</b>

**CHAPTER – 3****INFORMATION TO BIDDERS -PART-2**

SN	DETAILS
1	<b>BIDDERS ELIGIBILITY / QUALIFICATION / REQUIREMENTS</b>
	<p>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 proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or 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/ICMR/DAE/DRDO/DST/DBT/other Govt. or autonomous research Labs in India. The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical 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 year as on date of Bid Opening in India and is engaged in R&amp;D activities. The Indian Agents of foreign manufacturers / suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&amp;D. One Indian Agent cannot represent two different foreign principals for the same item in one tender. The bidder should have executed at least one similar order successfully during the preceding three financial years. Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form. That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spares parts.</p>
2	<b>OPENING OF BIDS</b>
	<p>In case of SINGLE BID system, the bid is required to be submitted in ONE PART. Techno-Commercial &amp; 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).</p> <p>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 system -----In 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.</p>
3	<b>LANGUAGE OF BID</b>
	<p>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.</p>
4	<b>DOCUMENTS COMPRISING THE TECHNICAL BID</b>
	<p>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&amp;D Registration certificate, if applicable. Details of Installations of similar equipment in India; Availability of number of trained support personnel, both application &amp; service support. Compliance statement indicating yes/no as per the specifications.</p>
5	<b>BID PRICES</b>
	<p>Please read points given in this NIT preparing Price Bid /Quotation and submit the same along with PRICE SCHEDULE 'A' &amp; PRICE SCHEDULE 'B' if any after considering all the points.</p>
6	<b>DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS</b>
	<p>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.</p>
7	<b>DOCUMENTS ESTABLISHING REQUIRMENT IN NIT ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS</b>

	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	<b>EARNEST MONEY DEPOSIT (EMD)/TENDER FEES ( if any )</b>
	The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) / <b>TENDER FEES ( if any )</b> 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	<b>PERIOD OF VALIDITY OF BIDS</b>
	Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser
10	<b>NEGOTIATIONS</b>
	Negotiations, if any and at all done, shall be held with only the lowest technically Qualified evaluated responsive bidder.
11	<b>PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS</b>
	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	<b>PURCHASER'S RIGHT TO VARY QUANTITY, ADD SPECIAL TERMS IF REQUIRED AT THE TIME OF AWARD OF CONTRACT</b>
	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	<b>JOINT VENTURE, CONSORTIUM OR ASSOCIATION</b>
	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	<b>DISQUALIFICATION OF TENDERS</b>
	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	<b>PRELIMINARY EXAMINATION /EVALUATION &amp; COMPARISON OF BIDS</b>
	Clarification on Technical Bid Evaluation :- a)The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids and qualification of the bidders, the clients may, at his discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing. b)If a bidder does not provide clarification of its bid by the date and time set in the Client's request for clarification, its bid may be rejected. c)Client also reserve right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.  At the technical bid evaluation stage, each bidder will be assigned different marks out of total 100 marks as per the criteria specified below for making the selection/merit:-

**THE COMPETENT AUTHORITY USE THE FOLLOWING CRITERIA/METHOD OF EVALUATION TO AWARD THE CONTRACT.**

<b>Technical Marking Points (A)</b>				
SN	Point	Description	Marks	Maximum Marks
1	Number of Years in operation (evidenced by date of registration)	a) Upto 5 years b) More than 5 years and upto 10 years c) More than 10 years and upto 15 years d) More than 15 Years	5 10 15 20	20
2	Turnover (Avg of last Last 3 Financial Year) (Evidenced by Profit & Loss Account & Balance Sheet duly authenticated by CA)	a) Up to 5 Crores b) More than 5 Crores and up to 50 Crores c) More than 50 Crores and up to 100 Crores d) More than 100 Crores	5 10 15 20	20
3	No. of Manpower on roll  (evidenced by ESI/EPF documents list )	a) Upto 5000 b) More than 5000 and upto 10000 c) More than 10000 and upto 15000 d) More than 15000	5 10 15 20	20
4	Quality Related Marks (evidenced by copy of documents asked )	a) ISO ( Not having certificate ) b) ISO ( having valid certificate ) c) SA (8000) d) OHSAS 18001	0 6 8 10	10
5	Experience in working with Govt. Institutions/PSUs/AB in the related field  Contract completion certificate means purchase/work order copy and completing of at least 01 year of contract satisfactory without any negative remark by institute in contract with bid submission firm. Copy of same (performance certificate) to be submitted along with BID.	a) No Govt. Institutions/PSUs/AB b) Up to 5 Contract Completion Certificate in Govt. Institutions/PSUs/AB c) Above 5 job Contract completion certificate in Govt. Institutions/PSUs/AB	0 Marks 5 Marks 10 Marks	10
6	Technical presentation /Other information / Firm Profile/Documentation	Technical Specification and terms adherence as per bid submitted, Documents submitted along with bid, Overall Quality & value of past work completed, Customer feedback, Technical expertise HR , professional membership , standards certification , bank solvency of firm. etc and if required by NIAB technical Presentation to committee		10
7	Should have an experience of having successfully completed similar works during the last 5 years ending 30/10/2018 any Large PUSs/ Large Private Sectors /Govt/AB at least: 1. one similar work of value not less than Rs 3 Crore (or) 2. two similar works of value not less than Rs.1.5 Crore each (or) 3. three similar works of value not less than Rs. 1 Crore each	Not having this criteria --- 0 marks  Having this criteria --- 10 marks  (Proof of PO is required)		10
			Total	100
<b>Part A = 70 % of Above total Marks</b>				

**Considering above points, firms are informed to submit all relevant supporting documents which will give them better marks in above technical criteria.**

**A bidder should secure mandatory a minimum of 50 % (i.e, 50 marks out of total 100 marks as per above details) in Technical Evaluation in order to be qualified bidder for being eligible for opening of financial bids. The bidders who score less than 50 marks out of 100 in Technical bid, their financial bid will not be considered for opening.**

\*\*\*\*\*

### **Financial Marking Points (B)**

**The price Bid will be opened. Ranking will be done as L1 ,L2,L3,L4 .....etc on total cost basis & L1 will be the lowest cost of all . Then L1 will be given 100 Marks.  $L2 = (L1 \text{ cost} \times 100) / L2 \text{ cost}$  . and like L3 , L4 marks will be calculated.**

**Part -B =30 % of Above total Marks**

**Total Marks = Part -A+ Part -B mentioned as above will be calculated. Firm getting highest marks (Part -A+ Part -B) will get contract.**

The decision of competent authority & concerned committee of NIAB will be final about the process of evaluation and award of contract and no claim whatsoever will be entertained in this regards. Considering above points, firms are informed to submit all relevant supporting documents which will give them better marks in above technical criteria. Please Quote best discounted price. This will be helping the firm in getting this contract.



# 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.	Type of Enterprise	Manufacturing Enterprises (Investment in Plant and Machinery)	Service Industry (Investment in equipment)
1.	Micro	Does not exceed Rs. 25 Lakh	Does not exceed Rs. 10 Lakh
2.	Small	Exceeds Rs. 25 Lakh but does not exceed Rs. 5 Crore	Exceeds Rs. 10 Lakh but does not exceed Rs. 2 Crore
3.	Medium	Exceeds Rs. 5 Crore but does not exceed Rs. 10 Crore	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.

**Thus a Bidder who solely on it's own, fulfills each eligibility criteria condition as per the tender 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.**

**TENDER PROCESSING CHARGES Rs 1500 /- in this NIT is mandatory for all firms and not exempted to any firm**

## CHAPTER 4

### GENERAL CONDITIONS OF CONTRACT

SN	DETAILS
1	<b>SUPPLIER'S RESPONSIBILITIES</b>
	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	<b>SUB-CONTRACTS</b>
3	<b>CONTRACT PRICE</b>
	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	<b>TERMS OF PAYMENT</b>
	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. <b>The following documents shall be required by the Purchaser for payment.</b> 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	<b>EXTENSION OF TIME</b>
	<p>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.</p> <p>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.</p>
6	<b>PENALTY CLAUSE</b>
	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	<b>TERMINATION FOR DEFAULT / INSOLVENCY</b>
	<p>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</p> <p>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.</p> <p>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.</p> <p>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.</p>
8	<b>NOTICES</b>
	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 other party's address specified in the Purchase Order.
9	<b>TAXES AND DUTIES</b>

	Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the ordered Goods to the Purchaser at the final destination. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in order.
10	<b>INCIDENTAL SERVICES</b>
	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	<b>PERFORMANCE SECURITY</b>
	<p>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 &amp; 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.</p> <p style="text-align: center;">The Performance Security shall be submitted in one of the following forms:</p> <p>(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. <span style="float: right;">OR</span></p> <p>(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.</p> <p>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.</p>
12	<b>FRAUD AND CORRUPTION</b>
	<p>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:</p> <p>“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.</p>
13	<b>SETTLEMENT OF DISPUTES</b>
	<p>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 &amp; 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 provisions of 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.</p>
14	<b>APPLICABLE LAW</b>
	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

### REQUIRED DOCUMENTS/ FORMAT WITH BID (TO BE UPLOADED ONLINE) (VERY IMPORTANT)

#### FORMAT TO KEEP READY BEFORE ONLINE SUBMISSION OF BIDS

Please check all Form/Formats mentioned herewith.

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.

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

<b>Cover Details</b>	<b>Keep all this required documents ( 1 to 4) scanned as <u>only one pdf file</u> ready for upload before start applying for tender</b>	
<b>Cover-1 -- Part-1 (Fees/Technical/Other Forms)</b>  <b><u>(All documents required as per tender , as one pdf. File)</u></b>	<b>1<sup>st</sup> Document</b>	SCAN COPY OF DD (EMD /TENDER PROCESSING FEES/TENDER FEES AS APPLICABLE.)  (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.
	<b>2<sup>nd</sup> Document</b>	TECHNICAL BID COMPLIANCE FORM & TECHNICAL DESCRIPTION / LITERATURE/CATALOGUE etc mentioned in this tender documents (NIT)
	<b>3<sup>rd</sup> Document</b>	ALL required FORMS mentioned in this tender documents (NIT)
	<b>4<sup>th</sup> Document</b>	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
<b>Cover-2-- Part-2 Only Price Bid</b>  <b><u>(All documents, as one pdf. File)</u></b>	<b>1<sup>st</sup> Document</b>	<b>QUOTATION ON YOUR LETTERHEAD, AS PER FORMAT OF PRICE BID AS PER NIT / FINANCIAL BID / SCANNED QUOTATION ON FIRM LETTERHEAD GIVING TOTAL COST OF REQUIREMENT IN TENDER .</b>

**(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 contract, 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 :-

Date with stamp & seal of organization:

**( FORM NO 2 )**  
**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 :-

**Competent Authority to sign:**  
**Name, Designation :**  
**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.

**Competent Authority to sign:**  
**Name, Designation :**  
**Date with stamp & seal of organisation:**

**( 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.

**Competent Authority to sign:**  
**Name, Designation :**  
**Date with stamp & seal of organisation:**

**( FORM NO 5 )**

**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 No. and date	Period of contract	Contact Person along with Tel. NO., Fax No. & e-mail address

**Competent Authority to sign:**

**Name, Designation :**

**Date with stamp & seal of organisation:**

**(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)

**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)	
6	PAN NO  GST NO	
7	Has the bidder, or any constituent partner in case of partnership firm / limited company/ Joint 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. . ( Declaration from the Tenderer that there is no litigation / arbitration on firm to be submitted)	
<b>COMPETENT AUTHORITY NAME , SIGN &amp; DATE WITH STAMP &amp; SEAL OF ORGANIZATION</b>		

**(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.

**LAST THREE YEARS DATA EXCLUDING CURRENT YEAR**

S.No.	Financial / Accounting Year	Annual Turnover (Rs.)	Profit (Rs.)	Loss (Rs.)

**AVERAGE TURNOVER OF LAST THREE YEARS =  
EXCLUDING CURRENT YEAR DATA**

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.**

**Or**

**above form No – 8 on letterhead of your Chartered accountant can also be accepted in lieu of supporting documents.**

**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 at **(Registered Office Address)** is solvent to the extent 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:

(FORM NO – 10)

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

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 / Work /service rendered 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)**

I/We \_\_\_\_\_ (name) \_\_\_\_\_  
contractor/partner/sole proprietor (strike out which is not applicable of  
(firm) \_\_\_\_\_ do hereby certify that the individual/firm/companies are  
not blacklisted by any Government Department or an autonomous body.

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

**(FORM NO – 12)**

**Details experience with Govt. Institute/Organization & Autonomous bodies**

Sl No.	Name of the Institute / Govt. Organization & Name of contact person with Phone Number	Period		No. of staff deployed	Whether completed satisfactorily
		From	To		

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

## **Indemnity Bond**

We,.....,having a registered office at.....  
....., have entered into a contract with NIAB Hyderabad, vide contract dated  
....., to provide manpower on outsourcing basis at NIAB situated at Hyderabad

We do hereby indemnify and keep harmless, NIAB ,HYDERABAD, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, NIAB ,HYDERABAD against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc during the course of their engagement by us for the purpose of this contract, or no fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

**In case of contract received from NIAB against this NIT , we are ready to submit the above bond.**

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

**PRICE BID FORMAT --- PRICE SCHEDULE 'A'**

(To be utilised by the bidders for quoting their prices).

**THIS DOCUMENT MUST BE ENCLOSED AS PART OF PRICE BID DOCUMENTS TO BE UPLOADED IN COVER-2 -- PART-2 IN CPPP PORTAL.**

**PRICE BID**

**Supply of manpower**

SN	Particulars	Percentage (In figures )	Percentage (In words)
1	Contractor's Service /Administrative charges ( in form of percentage)		
2	<b>Taxes applicable (at present rates as per GST rule. )</b>		

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

## CHAPTER – 6

### 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 Hyderabad ,TS 500032.

#### EMPANELMENT OF MANPOWER SERVICE PROVIDER FOR PROVIDING MANPOWER ON OUTSOURCING BASIS

**Scope of requirement: - Supply of Manpower to NIAB for various services such as Secretarial Assistants, Lab Assistants, Office Assistants, Maintenance staff, Drivers etc. as per NIAB Policy (Annexure-1) for period of 2 years and further extendable up to 2 yrs or more. (Terms and conditions as per this NIT and final Agreement between NIAB and Firm to be allotted this contract.**

ANNEXURE-1

#### Scope of Manpower

Sl. No.	Category	Wage Range (Rs.)	Initial Wages (Rs.)	Yearly increment	Minimum Qualification
<b>1</b>	<b>Supporting Staff</b>	<b>18000-28000</b>			
	Office attendants / Lab Attendants / Tech Assistants / Computer Operators / Research Assts.		18000	600	10 / + 2
			20000	600	ITI
			22000	800	Diploma or degree
			24000	800	B.Tech / Degree in computers / Engg stream
			26000	1000	Masters degree
<b>2</b>	<b>Secretaries / Office Assistants</b>	<b>21000-30000</b>			
	Secretaries		26000	1000	Graduation with Diploma in Stenography
	Office Assistants		24000	800	Graduation (1 <sup>st</sup> division) with computer knowledge and with a minimum of 3 years of experience
<b>3</b>	<b>Clerical Staff (JOA)</b>	<b>18000-28000</b>	22000	600	Graduation with computer knowledge
<b>4</b>	<b>Drivers</b>	<b>18000-28000</b>	21000	600	Matric with vehicle Driving License
<b>5</b>	<b>Housekeeping, Mess/Canteen and Gardening /any other support staff</b>	Minimum Wages Act			As per job requirement , experience and NIAB policy

**Minimum 50 – 60 persons shall be required initially.** (The normal working hours for the above staff is from 9:00 A.M to 5:30 P.M with six days a week. Age should be between 20- 35year However Age /duty hours may change as per requirement of the Institute) .**Any other category not included in above will be as per NIAB policy and future requirement if any.**

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



**FORM (I)**

**This document must be enclosed as part of Technical bid documents to be uploaded in Cover-1 -- Part-1 in CPPP portal.**

<b><u>SN</u></b>	<b><u>Particulars</u></b>	<b><u>Compliance (yes /No )</u></b>	<b><u>Remark/Deviation if any</u></b>
1	➤ Non Workable contract will be summarily rejected.		
2	➤ 0 % Quote will be summarily rejected.		
3	➤ Percentage will be calculated on the Salary to be paid. Salary will be as per NIAB Policy and compliance of minimum amount as per the rules applicable under minimum Wages Act. Contractor should ensure that minimum wages/Salary as per NIAB contract must be paid. Any lower deviation will lead to cancellation of Work contract at any time)		
4	➤ 1. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alternations, if any, unless legibly attested by the tenderer shall disqualify the tender. If there is a difference in figures and words, the amount in words will prevail.  ➤ 2. NIAB reserves the right to fix a minimum workable amount of commission and fix it as a threshold. Any bids lower than such fixed threshold shall be rejected.  ➤ 3. The minimum wage is subject to revision from time to time by the Govt. Enhancement in Administrative/Service charges, on any ground will not be entertained during the tenure of the contract.		
5	➤ Supply of Manpower to NIAB for various services such as Secretarial Assistants, Lab Assistants, Office Assistants, Maintenance staff, Drivers etc.. as per NIAB Policy (As per Annexure-1) for period of 2 years and further extendable up to 2 yrs or more. (Terms and conditions as per this NIT and final Agreement between NIAB and Firm to be allotted this contract.		

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

**FORM (II)**

**This document must be enclosed as part of Technical bid documents to be uploaded in Cover-1 -  
- Part-1 in CPPP portal.**

SN	Point	Reply of Firm	Proof	Details /Page Number of Bid submitted
1	Number of Years in operation		(evidenced by date of registration) to be enclosed	
2	Turnover (Avg of last Last 3 Financial Year )		(Evidenced by Profit & Loss Account & Balance Sheet duly authenticated by CA) to be enclosed	
3	No. of Manpower on roll		(evidenced by ESI/EPF documents list ) to be enclosed	
4	ISO certificate		Proof of certificate copy to be enclosed	
5	Experience in working with Govt. Institutions/PSUs/AB in the related field		evidenced by certificates issued by the Govt. Institute/Organizations/PSUs for satisfactory completion of job contract as carried out during last 06 Financial Years having at least 20 Nos. of Contractual Manpower Points (PO copy and performance certificate) to be enclosed	
6	<ul style="list-style-type: none"> <li>✓ Firm Profile</li> <li>✓ Empanelled with NICSI</li> <li>✓ National presence( at least 5 States)</li> <li>✓ HRIS solution (Readily available &amp; screen shots etc. provided or if not then undertaking to deploy with at the time of Work Order</li> </ul>		Brief write-up about your company /profile /financial and quality strength ,PO copies , certificate and professional membership etc to be enclosed and proof of other points mentioned.	
7	<p>Should have an experience of having successfully completed similar works during the last 5 years ending 30/10/2018 any Large PUSs/ Large Private Sectors /Govt/AB at least:</p> <ol style="list-style-type: none"> <li>1. one similar work of value not less than Rs 3 Crore (or)</li> <li>2. two similar works of value not less than Rs.1.5 Crore each (or)</li> <li>3. three similar works of value not less than Rs. 1 Crore each</li> </ol>		PO copy to be attached	

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

**FORM (III)**

**This document must be enclosed as part of Technical bid documents to be uploaded in Cover-1 -- Part-1 in CPPP portal.**

<u><b>SN</b></u>	<u><b>Particulars</b></u>	<u><b>Compliance (yes /No )</b></u>	<u><b>Remark/Deviation if any</b></u>
	<p style="text-align: center;">CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER</p> <ol style="list-style-type: none"><li>1. Audited Balance Sheet and Profit and Loss Accounts for last three years with audit report</li><li>2. Attested Photo copy of PAN Card</li><li>3. ESI Registration certificate copy. with last payment details</li><li>4. EPF Registration certificate copy. With last payment detail</li><li>5. Goods Service Tax registration certificate with details of the last payment</li><li>6. Registration certificate under central labour law authorities.</li><li>7. Copy of valid labour license.</li><li>8. Minimum wages payment certificate from state Government.</li><li>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</li></ol>		

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

**FORM (IV)**

**This document must be enclosed as part of Technical bid documents to be uploaded in Cover-1 -  
- Part-1 in CPPP portal.**

SN	<u>Particulars</u>	<u>Compliance (yes /No )</u>	<u>Remark/Deviation if any</u>
1	Bidders are requested to visit the site and acquaint themselves with the requirements and assess the scope of work and then submit the tender.		
2	NIAB reserves the right to reduce or increase the number of manpower required in each category.		
3	<p><b>DISQUALIFICATION OF TENDERS:</b></p> <p>The tenders are liable for rejection in the following circumstances:</p> <ul style="list-style-type: none"> <li>➤ If they are not conformity with the terms and conditions of this tender notice.</li> <li>➤ Conditional quotations</li> <li>➤ Incomplete tenders</li> <li>➤ Tenders without EMD and cost of tender document</li> <li>➤ Tenders submitted through Fax or e-mail</li> <li>➤ If two bid system is not followed</li> <li>➤ Technical Bid in which price is mentioned</li> </ul>		
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.		
6	<p>Other important terms to comply</p> <p>a. The staff provided should also maintain discipline in the premises of Institute and required to be present for the whole Office hours i.e., from 9.00 a.m. to 5.30 p.m. in the office/ lab/field or requirement of the Institute also. <b>If the contractual staff deployed by the contractor is found not on duty for the prescribed working hour, punitive action at the discretion of authority will be taken.</b> The personnel to be deployed will also be given paid weekly off as per provision of labour laws.</p> <p>b. Any kind of loss of the Govt./ Institute's property due to the negligence of the contractor labours will be deducted from the contractors bill of that month. During the contract period the Institute will not be responsible for any mishappening of contractual labour like Snake bite, Skin disease or any accident/ injury (including Death) of the labour and it will be fully responsibility of the contractor for compensation of any claim etc.</p> <p>c. The contractor will issue identity cards to his workers, which should be suitably displayed by the contractual worker. The contractor offered the contract will have to maintain an Attendance Register as per Format of the Institute and the same shall be made available to concerned HOD/In charge section/PI/Nodal Officer under whom the services will be provided. The contractor has to close the absentee/presence</p>		

statement everyday on the Register based on which the concerned end user will verify the bill. A computerized Monthly Payment Slip shall be issued to all contractors' manpower at the time of monthly payment. The Pay slip must bear the contract agency name & logo etc. The contractor shall submit each employee wise PF Code No. and ESI Code No. along with respective amount to NIAB for all the Contract manpower deployed before claiming the Bills. Previous month Acknowledgement' copy of the 'Return on Contributions' for every contribution period on Form 6 of ESI Act within 15 days of the stipulated date for submission of return to ESI Authorities subject to change in Govt. notifications from time to time.

d. **FORCE MAJEURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction, act of God omissions or acts of public authorities including changes in law, regulations or policies of the Government, or other regulatory authority acts which are beyond the control of any Party (hereinafter referred to as the "events"), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

e. The contractor shall keep a complaint register with his supervisor in the Institute and it shall be open the verification by the authorized officer of NIAB for the purpose. All complaints should be immediately attended to by the Agency.

f. Uniform with colour specifications and pattern approved by NIAB should be supplied by the contractor to the workers at his own cost and it should be ensured that the working staff etc, are in proper uniform while on duty.

g. The agreement is terminable with one-month notice. The contractor shall not sublet the work without prior written permission of the NIAB .

h. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded The selected agency shall provide the necessary personal (qualified/experienced according to work required) as per requirement at NIAB .

i. The agency shall employ good and reliable persons with robust health of age group of 21 to 45 years. In case any of the personal so

provided is not found suitable by the NIAB , the NIAB shall have the right to ask for his replacement without giving any reason therefore and the agency shall on receipt of a written /oral communication will have to replace such persons immediately.

- j. The persons so provided by the agency under this contract will not be the employee of the NIAB and there will be no employer-employee relationship between the NIAB and the person so engaged by the contractor in the aforesaid services. Payment for service contract will be made monthly upon submission of pre-receipted bills and after making payments to the concerned departments i.e. EPI/ESIC etc. through RTGS only.
- k. TDS as applicable will also be deducted from the bill of the contractor at the source. Therefore, the bidders quoting less than the service charges indicated above will be rejected. No change/revision whatsoever in service charges once quoted shall be admissible during the tenure of tender under any circumstances.
- l. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages strictly **as per minimum wages Central/State, whichever is higher /as per NIAB policy** and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time.
- m. The contractor shall indemnify and NIAB will not be responsible for any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In cases of any dispute, the decision of Director, NIAB shall be final and binding on the contractor.
- n. Income Tax shall be deducted from the payments due for the work done as per rule and any other tax payable shall be paid by the contractor also. The Agency shall be liable to pay all taxes, duties, royalties, statutory minimum payments / contributions to be paid to and / or on behalf of the manpower supplied by the tenderer, overheads etc.
- o. Changing of Contractual Staff should be intimated to Office. The Contractor must employ adult labour only; employment of child labour will lead to the termination of the contract including other punitive action as deemed fit. The existing staff if any trained in NIAB if wishes to join the firm in contract with NIAB , the preference should be given to same as they are already trained in NIAB work. The firm/contractors should provide the personnel as per requirement and qualification/experience for required work as determined by the Institute or its representative. The staff deployed by the contractor/ firm for the work required should follow strict attendance and alternative arrangements are to be made by agency whenever anyone of staff/ supervisor is to go on leave/weekly rest under intimation to this office.
- p. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time .
- q. Payments of wages to the persons deployed by the Agency/ Contractor will be made through RTGS only on or before 7<sup>th</sup> day of each month to the account of contractual worker and copy of payment sheet duly signed by authorized signatory of the Agency/

	<p>Contractor should be made available to the Indenting Officer every month before verifying the monthly bill, failing which punitive action against the contractor will be taken at the discretion of the Director, NIAB.</p> <p>r. The Agency / Tenders shall be responsible for compliance with the provisions of all the applicable Labour Laws including but not limited to:  Contract Labour (Regulation Abolition) Act &amp;, 1970;  Minimum Wages Act, 1948;  Workmen’s Compensation Act, 1923;  The Employee Provident Fund Act, 1952;  Employee State Insurance Act, 1948; and  e) Any other rules, regulations and / or statutes as may be applicable to them from time to time.</p> <p>s. The Agency/Contractor shall display a copy of license promptly at the work premises.</p> <p>a) Successful tenderer will have to enter into a detailed contract agreement with NIAB on non-judicial stamp paper of appropriate value.</p> <p>b) The successful bidder awarded the contract will have to submit a Performance Security equivalent @ 10% of the total annual turnover (initial value of the contract in the form of Bank Draft/TDR/FDR (pledged NIAB) which should be valued for a period 2 months from the date of contract and which will be refunded to the contractor after successful completion of the contract and after discharging all the liabilities arises during the currency of the contract. In case the contractor fails to discharge the liabilities of the contract or if the contractor fails to complete the contract successfully, the performance security as a whole or by a proportionate part will be realized from the performance security at the discretion of the Director, NIAB.</p> <p>t. The Director, NIAB reserves the right to reject any or all Tenders in whole or in part without assigning any reason thereof. The decision of Director, NIAB shall be final and binding on the Contractor/ Agency in respect of clause covered under the contract.</p> <p>u. Risk Clause: NIAB reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Performance security or pending bills or by raising a separate claim.</p>		
--	---	--	--

This NIT and final agreement at the time of award of contract will be part of contract and all terms and conditions are acceptable to our firm.

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

## 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  Go to website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> then click <a href="#">Tenders by Organisation</a> and then click Organisation Name --- <b>Department of Biotechnology</b> -- you will find NIAB Tenders.	Also Tender link is available on NIAB website.  Go to <a href="http://www.niab.org.in/Default.aspx">http://www.niab.org.in/Default.aspx</a> then click (Tenders ) then click ( <a href="#">The following tenders may be viewed on the website of Central Public Procurement Portal</a> )
<b>TENDER PROCESSING CHARGES Rs 1500 /- is mandatory for all firms and <u>not exempted to any firm.</u> 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.</b>	
<b>For any queries you can send E mail to us <a href="mailto:santosh@niab.org.in">santosh@niab.org.in</a>, <a href="mailto:spm@niab.org.in">spm@niab.org.in</a></b>	