

Notice Inviting Tender (NIT)



No. B.1-10/2018-NIB
NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
Government of India

Dated: 01.05.2018

NOTICE INVITING TENDER FOR PROVIDING CANTEEN SERVICES IN NATIONAL INSTITUTE OF BIOLOGICALS (NIB)

The National Institute of Biologicals (NIB), an autonomous institution under the Ministry of Health & Family Welfare, Government of India, having a group of state-of-the-art laboratories equipped with facilities of analysis and characterization of recombinant proteins, enzymes, nucleic acids, antibodies, hormones, vaccines, cell lines, tissue culture and other biologicals medicines & therapeutic substances, diagnostic reagents, kits, etc., is located at A-32, Sector-62 NOIDA (U.P.). The Institute is also having advanced R&D platforms for development of serum banks and biological standards.

Sealed Tenders are invited under **Two-Bid System** from reputed, experienced, Agencies **based in Noida/Delhi-NCR** only for providing quality Canteen Services, i.e., breakfast, snacks/Tea/Coffee, lunch & dinner to about 100-150 persons/day including Officers & Staff, Trainees, Guests etc. round the clock at the National Institute of Biologicals, Ministry of Health & Family Welfare, A-32, Sector 62, Noida on contract basis for an initial period of one year which can be extendable on year-to-year basis depending upon the performance of the Agency for further period of two years.

The last date for submission/receipt of tender(s) is **22.05.2018 up to 15:30 hrs.** and the same will be opened by the Tender Opening Committee in presence of the Tenderers or their authorized representatives who wish to be present on the same day, i.e., 22.05.2018 at **16:00 hrs.** in the National Institute of Biologicals, Noida. The tenders received after the above mentioned date and time will not be considered. **The tender sent by fax/e-mail will not be entertained.**

- i) Tender documents will be available for sale in the Finance Section of National Institute of Biologicals, Noida from 01.05.2018 to 21.05.2018 and can be purchased during all working days/ hours on payment of non-refundable tender document fee of **Rs.560/- (Rupees five hundred sixty only)** (including GST as applicable) in the form of a Demand Draft drawn on any scheduled bank favouring '**National Institute of Biologicals**' payable at **Noida/Delhi**.

- ii) The tenders, duly completed in all respects and accompanied by a Demand Draft for **Rs. 30,000/- (Rupees thirty thousand only)** drawn on a scheduled bank in India in favour of 'National Institute of Biologicals' payable at Noida/Delhi towards the Earnest Money Deposit(EMD), can be submitted / received at the Institute till **15:30** hours of 22.05.2018.
- iii) Tenderers may also download the tender enquiry documents from the website of the Institute <http://nib.gov.in> and the CPP Portal and submit the tender by utilizing the downloaded document along with the requisite EMD of **Rs. 30,000/- (Rupees thirty thousand only)** and non-refundable cost of tender documents of **Rs.560/- (Rupees five hundred sixty only)** as mentioned above.
- iv) Tenderers shall ensure that their tenders, complete in all respects, are dropped in the designated Tender Box located at the main reception of the Institute on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.
- v) In the event of the date mentioned above being declared as a holiday / closed day, the tenders will be sold / received / opened on the next working day at the appropriate time.

Administrative Officer i/c
National Institute of Biologicals,
A-32, Sector 62, Noida-201309 (U.P.).
For and on behalf of Director, NIB

A. General Terms and conditions:

1. **Two-Bid system** - The offer should be submitted in **two bids as under:-**
Cover-1 : Containing Earnest Money Deposit, Technical/Pre-qualification details/requirement, Literature, Catalogue etc. and Tender document/commercial terms duly signed as a token of acceptance of tender terms should be put in a sealed cover and marked as '**Technical/Pre-qualification Bid**'. The Agency should furnish its technical details in **Annexure-I**.
Cover-2: Containing **Financial Bid (Annexure-II)** only duly signed should be put in a separate sealed cover. It should be marked as '**Financial -Bid**' and clearly mentioned on its cover.
 - a. Tender No., Item description and Due Date of opening should be clearly mentioned on the envelope.
 - b. Both the '**Technical Bid**' and '**Financial Bid**' should then be put in a Single sealed cover clearly indicating the Item/services, Tender No. & Due Date of opening on its cover.
2. **Tender Fee:** An amount of **Rs.560/- (Rupees five hundred sixty only)** in the form of Demand Draft from Scheduled Bank drawn in favour of National Institute of Biologicals, NOIDA towards the non-refundable cost of the bid document.
3. **EMD:** The bids should be accompanied of EMD of **Rs. 30,000/- (Rupees thirty thousand only)** in the form of DD payable to National Institute of Biologicals, NOIDA. The Tender without EMD is liable to be rejected.
4. The Agencies who are found technically responsive, only their Financial Bids will be opened subsequently.
5. The rates of food items should be quoted in the prescribed **Financial Bid** in **Annexure-II** only.
6. **Kindly note that conditional Tender will not be entertained and liable to be rejected.**
7. **Eligibility Conditions:**
 - i) The Agency must be an individual or reputed firm/company in possession of a valid license from local concerned authorities to run Canteen (self-certified copy of the license shall be enclosed).
 - ii) The Agency should also have FSSAI Registration Certificate from local authorities for running the Canteen activities.
 - iii) The Agency must have a Minimum of 3(three) years' experience in providing Canteen/Catering services to Government / PSU / Private Organizations of repute etc.in proceedings 7 years (Proofs to be enclosed) .

- iv) The Agency must have an average Annual Turnover of Rs. 50.00 lakh (Rupees fifty lakh only) during last 3 years (proofs to be enclosed) (2014-15, 2015-16 & 2016-17).
- v) The Agency should have valid GST Registration, PAN No. as applicable.
- vi) Copy of Income Tax Returns for the last three proceedings years (2014-15, 2015-16 & 2016-17).

8. **Rates:**

- i) Rates of various food items are to be quoted in the enclosed **Annexure-II**.
- ii) The rates should be inclusive of all taxes (If applicable). The items rates will not be changed/ revised during the contract period. The readymade branded food items, such as Cold drinks/juice/flavoured milk & lassi curd/wafers/biscuits /Namkeen/Chocolates / Fruit cakes / Ice Creams/ Instant Noodles etc. will be provided by the Agency on not more than the MRP of respective item only.
- iii) Change in Menu, if any, (addition /deletion) shall be with the consent of NIB and Agency on mutually agreed rates.

9. **Validity of bid**

- i) The bid shall remain valid for 120 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by NIB as non-responsive.
- ii) NIB may, as its discretion, request the Agency for extension of period of bid validity. The request and responses thereto shall be made in writing. In such an eventuality of extension of bid validity, the validity of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

10. **Earnest Money Deposit (EMD)**

- i) EMD amount will be accepted in the form of Demand Draft drawn in favour of National Institute of Biologicals, NOIDA or in the form of Bank Guarantee issued by a scheduled bank. **The bid without EMD is liable to be rejected.**
- ii) Without prejudice to any other right of NIB, the Earnest Money Deposit may be forfeited by NIB :
 - (a) if the Agency withdraws his bid during the period of bid validity;
or
 - (b) in case the successful Agency refuses to sign the Agreement;
or
 - (c) if the Agency fails to furnish the Performance Security.

- (i) EMD of the unsuccessful Agencies will be released within a period of 30-days from the date of award of work and no interest would be paid thereon.
- (ii) EMD of the successful Agency will be refunded / adjusted on submission of the Performance Security.

11. **Performance Security**

The successful Agency shall be required to deposit an amount of Rs.1,00,000/- (Rupees one lakh only) as Performance Security.

Performance Security shall be submitted in the form of Demand draft in favour of NIB, Noida or in the form of Bank Guarantee issued by a scheduled bank as Performance Security as per format enclosed in **Annexure-III**. This Performance Security shall remain valid for 60 days beyond the entire contract period.

Performance Security will be discharged after completion of Agency's performance obligations under the contract

The above Security Deposit will be liable to be forfeited during the period of contract, in case breach of any terms & conditions of the contracting Agency or failure to provide any services under the contract or loss results from Agency's failure and breach of obligation under the contract.

12. **Period of Contract**

The contract shall be initially for a period of One year which can be extended for a further period of Two years based on quality and satisfactory performance of the Agency.

13. **Acceptance/Termination of Bid**

NIB 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 assigning any reason whatsoever and without thereby incurring any liability to the affected Agency or Agencies on the grounds of NIB's action.

14. **Award of Contract**

- i) The issue of a work order shall constitute the intention of the NIB to enter into contract with the successful Agency.
- ii) The successful Agency shall within 10 days of issue order, give his acceptance along with Performance Security and sign the contract with the NIB.

15. **Signing of Contract**

The signing of contract shall constitute the award of contract on the Agency. Upon successful Agency signing the contract, the NIB shall discharge the bid security. Failure of the successful Agency to comply with the signing requirement shall constitute a sufficient ground for the annulment of the award and forfeiture of the bid security, in which event NIB may at its discretion award the work to other Agency or call for fresh bids.

16. **Relaxation/modification in tender:** NIB reserves the right to:

- i) Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of NIB.
- ii) Re-tender or modify the terms & conditions of the tender. It also reserves the rights to negotiate the rates with the lowest Tenderer.
- iii) Accept or reject any or all of the financial bids in part or in full, irrespective or their being the lowest, without assigning any reasons.

17. **Non-participation of near relatives:** The Agency should furnish a certificate on Non-Participation of near Relatives of NIB Employees in the prescribed form given in **Annexure-IV**.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family;
- (b) Husband and wife;
- (c) The one is related to the other in the manner as father, mother, son(s), & son's wife(daughter in law), daughter(s) & daughter's husband(son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother- in- law).

18. **Instructions to Agency & Scope of Work**

- a. The PNG connection has already been installed in the Canteen. However, PNG meter running monthly bills will have to be paid by the Agency to the Indraprastha Gas Ltd (IGL) directly.
- b. NIB will provide space, electricity, water, and furniture for running the canteen free of cost and however no other subsidy will be admissible. A limited number of utensils as available may also be provided by the Institute. **The proposed space for Kitchen activities, i.e., Cooking, Washing and storage may be inspected by prospective Agency before**

quoting the rates. Cooking of the food items for outside supplies will not be permitted.

- c. Cooking of food items shall be done in canteen premises only by using good quality brands of raw material like Atta, Rice, Pulses, Masalas/Refined oil/ghee etc. The Institute will periodically inspect the quantity & quality of prepared / raw materials etc from time to time by a committee for its quality, taste, presentation and hygiene. No item should be kept uncovered or under unhygienic conditions.
- d. The Agency shall maintain cleanliness and hygiene of the cooking area all the time. The Agency shall also provide proper and clean uniform to the persons deployed in the Canteen. The persons so deployed by the Agency should not be suffering from any contagious or communicable diseases. The Agency should also ensure personal hygiene of his persons deployed in the Canteen.
- e. The Agency will be responsible for the cleanliness of crockery, cutlery, cooking utensils, furniture, fixture etc., including that of kitchen and canteen hall. NIB will not provide any cleaning materials; dusters etc. for the same and no extra payment will be made on this account.
- f. While serving food, the person should wear gloves.
- g. The Agency should deploy sufficient number of persons for different types of works, i.e., Cooking, Cutting, Washing & Serving etc. The minimum staff to be deployed by the Agency is as under:-

- i) **Cook:** 2 Nos.,
- ii) **Supervisor:** 1 No. The Agency is required to deploy an educated, experienced and competent Supervisor who can speak in Hindi and English. The Supervisors will be responsible for maintenance of the proper stock for day to day running the Canteen. The Agency is also required to ensure that in case of absence of the Supervisor, they provide a replacement for him.
- iii) **Service Boys:** 4 Nos. The service boys should be experienced and confident persons who can attend eminent visitor's visiting the Institute.
- iv) **Washing boys:** 2 Nos.

The Agency is required to deploy minimum above staff in the Canteen. However, in case of meetings with large number of participants, the number of staff should be increased for making smooth arrangements keeping in view the workload.

- h. The Agency would be required to provide Tea, Coffee, Snacks, Lunch and Dinner on all days in good crockery / disposables / uniform thali size.
- i. The sale of food items to staff will be on cash payment basis. The amount shall be collected from the staff by the Agency directly. NIB shall not be liable to pay any amount in any circumstances, whatsoever. However, in case of official meetings, the cost of food items will be paid by NIB through Cheque/RTGS after deduction of TDS (as) applicable on submission of the proper Bills.
- j. During the meetings, the Institutes uses only high quality crockery preferably Bone China make. The Agency is required to keep sufficient stock of crockery.
- k. The canteen services shall not be extended to any outside Institutes. If any service is required to be provided to any staff members, the Agency shall take prior permission of the Institute.
- l. The Agency shall, under no circumstances, will be permitted to use kerosene oil, wood or any other fuel which emits smoke & bad odour.
- m. A very high standard of hygiene must be maintained in all respect. Quick day –to-day disposal of waste material and refuse shall be maintained. **Failure in quick disposal of waste will make the Agency liable to pay fine, which may extend upto Rs.1000/-(Rupees one thousand only) per such occurrence when ordered by NIB.**
- n. The Agency shall not sublet the space provided to it by NIB. The Agency shall not use the space provided for storage or keeping any other goods or articles other than those required for the use in the canteen nor shall do any structural addition/alteration in the premises.
- o. The Agency has a bare permission to run the canteen in the NIB premises during the contract period and nothing contained in this document/agreement shall be construed as demise in law of the said NIB premises or any part thereof and shall not give any legal title or interest to the Agency.
- p. **The Agency /Contractor shall employ only such persons as are declared medically fit as certified by a Govt. Hospital. No such employee will be under the age of 18 years. Documentary evidence will be provided by the contractor.**
- q. The Agency shall not either transfer or subcontract of the canteen Services.

19. Liability/ Statutory Obligations of the Agency

- a. In case any proceedings are initiated against the Agency by any Court/Municipal/or Govt. Authority under the provisions or Prevention of Food Adulteration Act 1952 or any other law/rule or regulation applicable in such matter, the Agency shall be solely

and directly liable and responsible for the same and NIB will no way responsible.

- b. The Agency shall fulfill all statutory liability prescribed and NIB will be indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which NIB may be put to or involved as a result of Agency's failure to fulfil any of the obligations here under and/or under statues and/or any bye-laws or rules framed there under or any of them.
- c. NIB shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand loss or injury from the Security deposit of the Agency without prejudice to its any other rights under the law.
- d. That NIB will not be liable for any act or breach or omission by the Agency in regard to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, Prosecution or awards made by Court of Law or other Govt. agencies.

20. Establishment

1. The Agency will employ adequate number of staff in order to maintain efficiency to the standard/mark desired by NIB.
2. The Agency shall employ only trained and experienced workers having courteous manners, after verifying their antecedent. If services or behavior of any other staff is found contrary, NIB will have the right to instruct/order the Agency to get such persons discharged from the employment and Agency will have to take such drastic actions against such employees.
3. The Agency will provide room service for its officials of NIB & official visitors/meetings without any extra cost and also snacks, refreshment etc., for official functions at the premises as per NIB requirement without any extra service charge.
4. All the staff deployed for canteen should wear neat and proper uniform approved by the NIB and display name –badges on their uniform, during the duty periods.
5. It shall be the responsibility of the Agency that the antecedents of all the employees engaged by him/her/it for the Canteen must be verified and investigated by police prior to their appointment. Such investigation report of police must be provided to the NIB without fail. The expenses of such verification etc., are to be borne by the Agency itself and NIB will not reimburse any of such charges.
6. All the personnel so employed/deployed by the Agency under this contract will be the direct employees/workers of the Agency. They shall be provided with the appropriate identity card by the Agency.

7. Agency will be responsible for all the legal compliance relating to the deployment of their manpower under this Contract.

21. **Pre-Bid meeting**

A pre-bid meeting will be held at National Institute of Biologicals **on 10.05.2018 at 3.00 p.m.** In this meeting prospective Bidders may seek clarifications on tender documents and also have a site visit of the Cafeteria of the Institute.

22. **Undertaking**

The prospective bidders will have to sign an Undertaking that they have not altered / modified the tender document attached in the NIB tender portal **as per Annexure-V.**

23. The prospective bidders will have to give an Affidavit on a Rs. 100/- non judicial Stamp paper duly notarized **as per Annexure-VI.**

24. **Disputes**

In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Director, NIB or any other officer appointed by him to act as an arbitrator. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator may from time to time with the consent of the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and Conciliation Act., 1996 and the rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the Office of the Director, NIB or such other places as the arbitrator may decide.

25. **Termination of Contract**

a) NIB may terminate the agreement at any time in the event of breach of any of the terms & conditions of Agreement or in the event of prosecution of the Agency or any of his/its employee or work force under Prevention of Food Adulteration act or any other law for the time being in force.

b) The Agency shall after termination of contract handover the peaceful possession of the premises with all the electric & sanitary items including furniture, fixtures etc., if any, failing which without prejudice to other rights & remedies the whole or a part of performance security deposit shall be forfeited by NIB and decision of NIB in this regard shall be final and binding on the Agency.

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
Government of India

Annexure-I

AGENCY DETAILS

(Including performance records, financial viability etc.)

1. Name Of Agency :
2. Owner's name :
3. Registration no. :
4. FSSAI Registration Certificate No. :
5. Pan number :
6. Tin number of the agency :
7. GST No. :
7. Telephone nos. :
8. Office address :
9. Banker's name & address :
10. Annual turnover (2015-16, 2016-167 & 2017-18) :
11. Experience (years) :
12. List of major clients (enclose copy of
Orders/contracts alongwith items,
Item details, performance report :
13. Any other information/documents which
may help NIB in assessing tenderer's
capabilities for award of contract :

SIGNATURE OF THE AGENCY

Dated:

NAME/FIRM _____

Address _____

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
Government of India

Annexure-II

Financial Bid

The rates at which you can supply the following food items during the period of contract and these will be considered for evaluation of tender may be indicated below:-

Sl. No.	Particulars	Std. Quantity	<u>Rates in Rupees</u> In figures (in Words)
A	SNACKS		
1	Samosa	50 gm/piece	Rs.
2	Bread Pakoda	125 gm/piece	Rs.
3	Bread Omlette	1 egg omelette 2 egg omelette 1 egg with 2 slices of brown bread 2 eggs with 4 slices of brown bread Boiled Egg	Rs. Rs.
4	Bread Roll	75 gm/piece	Rs.
5	Puri Sabzi	4 pc puri with subzi	Rs.
6	Butter toast	Two slices	Rs.
7	Bonda	75 gm/piece	Rs.
8	Veg. Cutlet	75 gm/piece	Rs.
9	Mix Pakoda	75 gm / piece	Rs.
10	Paneer Pakoda	75 gm / piece	Rs.
11	Kachodi with Alu Sabji	75 gm / piece	Rs.
12	Veg. sandwich	2 bread slices (big) with veg Mayonnaise and seasonal vegetables	Rs.
13	French fries	100 gm/plate	Rs.
14	Stuff Parantha	Per piece	Rs.
15	Plain Parantha	Per piece	

16	Idli 2 pcs with chutney and sambhar	75 gm/piece	Rs.
17	Sambhar Vada 2 pcs with chutney and sambhar	75 gm/piece	Rs.
18	Plain Dosa with chutney and sambhar	Per pc.	Rs.
19	Veg. Upma with chutney and sambhar	Per plate	Rs.
20	Masala Dosa with chutney and sambhar	Per pc.	Rs.
21	Veg. Seviyan	Per plate	Rs.
22	Veg.Poha	Per plate	Rs.
23	Chinese Preparations i)Veg Manchurian, ii)Veg. Chowmein, iii)Veg. Spring Roll,	Per plate	
24	Tomato Soup	1 Bowl of 300 ml	
25	Choley Bhature	2 Bhature with Choley	Rs.
26	Tea (tea bag)	Per cup 125 ml.	Rs.
27	Tea (Boiled)	Per cup 125 ml.	Rs.
28	Coffee	Per cup 125 ml	Rs.
B	SWEETS		
29	Besan Burfi	50 gm./piece	Rs.
30	Besan Ladu	50 gm./piece	Rs.
31	Khoya Burfi	35 gm./piece	Rs.
32	Gulab Jamun	50 gm./piece	Rs.
33	Jalebi	250 gm / Plate	Rs.
34	Suji Ka Halwa	100 gm /Plate	Rs.
35	Gajar Ka Halwa	100 gm /Plate	Rs.
36	Kheer		Rs.

C	Lunch / Dinner		
37	Ordinary Thali:	Thali with 4 Chapati+Rice (75 gm)+ Dal*(75ml)+Seasonal Sabzi*(75gm)+plain curd (50ml)+Salad *To be changed every day	Rs.
38	Executive Thali (Buffet)	Chapati+Rice+Dal+ one Seasonal Sabzi + one paneer item+Curd Cup (Mother Dairy) +Salad +pickles+ papad	Rs.
39	Deluxe Thali (Buffet) with Chinese items For Official Meetings/Workshops/ Seminars etc.	Soup+Chapati+Rice+Dal+ 1 Seasonal Sabzi + one paneer item+ Chowmein + Veg Manchurian +Curd Cup (Mother Dairy) +Salad +pickles+ papad Sweet + fruit+250 ml water bottle (only branded raw material to be used)	Rs
40.	Special Deluxe Thali (Buffet) with Non-Veg	All the items mentioned in sl. No. 39 with Mutton or Chicken or Fish item	Rs.

N.B: Rates quoted above shall be inclusive of GST and other taxes applicable, if any.

SIGNATURE OF THE AGENCY

NAME/FIRM_____

Address_____

Dated:

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
Government of India

Annexure-III

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the contract of the National Institute of Biologicals (hereinafter called the 'NIB') having agreed to exempt _____ (hereinafter called 'the said Agency(s)) from the demand under the terms and conditions of an agreement/Advance Purchase Order No. _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said Agency(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (Agency(s)) do hereby undertake to pay to the NIB an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by NIB by reason of any breach by the said Agency(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the NIB by reason of breach by the said Agency(s)' of any of the terms or conditions contained in the said Agreement or by reason of the Agency(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the NIB in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
3. We undertake to pay to the NIB any money so demanded notwithstanding any dispute or disputes raised by the Agency(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Agency(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NIB under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) NIB certifies that the terms and conditions of the said Agreement have been fully or properly

carried out by the said Agency(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the NIB that the NIB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NIB against the said Agency(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency(s) or for any forbearance, act or omission on the part of the NIB or any indulgence by the NIB to the said Agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency(s)/supplier(s)
7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NIB in writing.

Dated the _____ day of _____
for

(indicate the name of the bank)

....

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
Government of India

Annexure-IV

(Certificate on Non Participation of near Relatives in the tender called for Engagement of Agency for providing canteen facility in NIB, NOIDA as required under section I Clause 16 of Bid document.)

CERTIFICATE

I _____ Son of / W/o _____
R/o _____ here by certify that none of my relative(s) as per clause 16 of tender document is/are employed in NIB unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, NIB shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Signed _____

FOR AND ON BEHALF OF THE AGENCY

Name (caps) _____

POSITION _____

Date _____

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
Government of India

Annexure-V

UNDERTAKING

I/ We have not altered / modified the Tender document attached in the NIB tender portal. If it is found during the tender stage or later that the Tender document is modified by us, the NIB shall have the right to reject our bid.

(Name & Signature of Authorized signatory of bidder)

Date:

Note: The undertaking should be in the company's Letter Head.

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
Government of India

Annexure-VI

AFFIDAVIT

(On a Rs. 100/- non judicial stamp paper duly notarized)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our Firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirmed M/s _____ have not been blacklisted / debarred / penalized by any Government agency or public sector undertaking or judicial authority / arbitration body.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NIB.

Signed by an Authorized Officer of the Firm.