TENDER

For
Operation and Maintenance contract for 2.6MWx03 Nos., DG sets & 500KWx01 No., DG set and their allied accessories, etc at NIB Noida (Excluding the break down maintenance & routine inspection services of M/s Caterpillar, USA make DG sets only).

Tender No. S.1-508/2019/NIB/Engg. (M)
(i) Sale of Tenders from: 19.09.2019 to 09.10.2019 at 10.00AM to 4.00PM
(ii) Pre Bid meeting: 27.09.2019 at 3:00 P.M.
(iii) Last Date of submission of Tenders: 10.10.2019 at 3:00 P.M.
(iv) Date of Opening of Technical Bids: 10.10.2019 at 4:00 P.M.
(v) Technically qualified bidders will be informed to be present at the time of opening of Financial Bids.

Tender Cost Rs. 560/- (Rs 500/- + 12% GST)

Name & Address of the Tenderer

M/s. ........................................

........................................

September 2019

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
A-32, SECTOR- 62 (INSTITUTIONAL AREA),
NOIDA–201 309 (U. P.)
Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014
E. Mail: info@nib.gov.in Website: www.nib.gov.in
TENDER NO-S.1-508/2019/NIB/Engg (M)

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
A-32, SECTOR- 62 (INSTITUTIONAL AREA),
NOIDA–201 309 (U. P.)
Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014

Tender for Operation and Maintenance contract for 2.6MWx 03 Nos., DG sets & 500Kwx 01 No., DG set and their allied accessories, etc at NIB Noida.

1. Introduction:

National Institute of Biologicals (NIB), is an autonomous institution under the Ministry of Health & Family Welfare, Government of India, established on 27th January, 1992 and is to be the Central Drugs Laboratory for quality control of all indigenously produced and imported biological products. Presently, eight laboratories of the Institute are notified as Central Drugs Laboratory under provision of Drugs & Cosmetics Act and Rules. Institute plays a vital role in collaboration with CDSCO to strengthen the regulation of biologicals in India by averting the Not of Standard Quality Biologicals reaching the consumer, thereby promoting and protecting public health. The Institute is spread over an area of 18.4 acres of land with various buildings already constructed in NIB campus.

Sealed Tenders are invited from experienced Firms/ Agency/ Contractors in the prescribed format for maintenance contract of DG sets installed in the institute as mentioned ANNEXURE-I of Tender document.

For the emergency power supply, in case of main electricity failure which is being supplied by PVVNL at 33 KV, a power house with 3nos. 11 KV, 2600 KW capacity DG sets of Caterpillar (USA) make has been installed along with its highly sophisticated electrical system, synchronizing panel for any two or even three DG sets, Black start DG set, SCADA control and indication system etc.

Sealed tenders are invited from highly experienced firms/ agencies/ contractors in the prescribed format for operation and comprehensive maintenance of POWER HOUSE EQUIPMENTS (2.6MW, 3NOS DG SETS AND ALLIED EQUIPMENTS) on round the clock basis including Sundays and holidays (24x7) as mentioned in ANNEXURE-I of tender document.

The bidders are required to visit these buildings of NIB to see the actual installations for themselves to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved for each of the system.

2. FOR PRE-QUALIFICATIONS:-

2.1 Pre-qualification will be based on meeting the following minimum criteria regarding the Applicant’s experience, personnel and financial position, as
demonstrated by the Applicant’s responses in the forms attached to the Letter of Application.

2.2 The Applicant to meet the following minimum criteria for pre-qualification:

(a) Average annual financial turnover for related works during the last three years, ending March-31, 2019 should be more than Rs 50.00 lakhs (Fill enclosed APPENDIX-A), (2016-17, 2017-18 and 2018-19)

(b) Experience of having successfully completed similar works during last 07 (Seven) years ending last day of month previous to the one in which applications are invited i.e. July 2019 should be either of the following;

(i) Three similar completed works costing not less than the amount equal to Rs. 9.00 lakhs each.

or

(ii) Two similar completed works costing not less than the amount equal to Rs. 13.65 lakhs each.

or

(iii) One similar completed work costing not less than the amount equal to Rs. 18.20 lakhs.

(c) Definition of “Similar Works” The firm/ agency/ contractor, shall be rendering their services of a similar nature of work i.e. operation and maintenance for at least one DG set of capacity of at least 01 No. x 01MW(1000KVA) at least one year during last seven years, for any government sector or large reputed private sectors enterprises satisfactorily. Necessary relevant document to this effect will be enclosed (Fill enclosed APPENDIX-B).

2.3 Copy of PAN/TIN No., GST No. and Income Tax Clearance Certificate to be furnished/ enclosed. (Fill in APPENDIX-C).

2.4 Personnel Capabilities: The Applicant must have suitably qualified personnel to execute the contract (Fill in APPENDIX-D).

3. EARNEST MONEY DEPOSIT (EMD): -

The tenderers are required to deposit Demand Draft of Rs 42000/- (Rupees forty two thousand only) in favour of the "National Institute of Biologicals, payable at Noida/ New Delhi as Earnest Money Deposit (EMD) along with original tender documents for this work. EMD will be returned to the unsuccessful tenderer after award of the contract. No interest shall be payable by NIB on EMD. For the successful tenderer, EMD will be returned on acceptance of work order and deposit of performance security. In case the party refuses to accept the work order or withdraw his bid during validity of their offer, EMD can be forfeited by the Institute.
4. **SALE OF TENDER:**

Non transferable tender document containing terms & conditions and technical specifications etc. can be obtained from the Accounts Section of this Institute on all working days at schedule date and time as per advertisement on a written request on the letter head of the firm and on payment of tender fee mentioned in advertisement through crossed demand draft/pay order (non-refundable) in favour of National Institute of Biologicals, payable at Noida/ New Delhi towards its cost. Before buying the tender documents, tenderer should read the document particularly pre-qualification criteria in their own interest.

Tender fee is not required, if the firm will downloaded as the tender document from website [http://nib.gov.in](http://nib.gov.in).

5. The tender is to be submitted in two separate sealed envelops as under:

5.1. **TECHNICAL- BID (Envelope No -1)**

a) The tender document in original including the unfilled PRICE-BID Proforma (ANNEXURE-V) duly signed and stamped as a token of acceptance, along with deviation sheet with deviation if any, from particular tender conditions in a separate sheet (ANNEXURE –IV). The following additional documents shall also be enclosed and sealed, superscript with name of the tender.

i) The attested copy of Registration Certificate/ experience certificates of carrying out similar nature of work as per pre-qualification criteria particularly annual operation and maintenance contract of DG sets 01No.x 01MW(1000KVA) power system/ services in any Government/ Semi Government/ PSU’s or large reputed private organization etc., satisfactorily during last 07 (Seven) years. Please also enclose work order copies to meet the experience criteria.

ii) The attested copies of the balance sheet/ audited statement of accounts or any other relevant document to prove the minimum average annual turnover required as per pre-qualification criteria in preceding last three financial years in operation and maintenance of electrical power system/ services. Copies of PAN/TIN No., GST No., and Income Tax Clearance Certificate also to be enclosed.

iii) Earnest Money Deposit

5.2 **PRICE-BID (Envelope No. 2)**

The Price-Bid as per Performa given in the tender documents as ANNEXURE-V shall be photo copied and then price filled up and submitted in Envelope No -2, duly sealed superscript with name of tender. The contractor shall submit the price break-up based upon the minimum applicable daily wages for quoted
rates to be enclosed with the price-bid which will be taken for bid evaluation. Any conditions given in the Price-Bid may cause rejection of Bid.

6. PRE-BID MEETING AND CLARIFICATION OF BIDS:

6.1 A Pre-Bid meeting will be organized by NIB before the last date for submission of bids at NIB Noida. Bidders may seek any clarifications from NIB on their written request regarding the tender document.

6.2 During evaluation of bids NIB may, at its discretion ask the bidder(s) for clarification of their bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

7. SUBMISSION OF BIDS:

The Envelope No. 1 & 2 shall be sealed separately and placed in a third Envelope which also shall be sealed and duly super scribed with the name of the tender.

Bids with all complete relevant documents must be addressed to the Director, National Institute of Biologicals, A-32, Sector-62 (Institutional Area), NOIDA-201309 (U.P) not later then 1500 Hrs on scheduled date as mentioned in the advertisement. Late bids will not be entertained.

8. OPENING OF BIDS:

(i) Bids shall be opened in the office of this Institute at Noida, at the prescribed time in the presence of tenderer who may wish to be present on due date and time as mentioned in the tender document.

(ii) The technical bid shall be opened first. The Price Bid (Envelope No. 2) will be opened only of those tenderer whose technical bid is found to be in order and for which they shall be intimated separately about date & time by fax/telephone/ e-mail.

(iii) The bidder who has not submitted the documents as per tender conditions major deviations, proper EMD and experience certificates etc. their tender may be treated as non-responsive and their Price-Bid (Envelope No. 2) shall not be opened.

(iv) The successful firms/ agencies/ contractors will be intimated and contract agreement will be entered into initially for a period of one year which can be further extended for two years on yearly performance basis. The preparation of the contract agreement with proper stamp paper etc. would be done by the bidder in consultation with NIB.
(v) The firms/ agency/ contractor are required to submit their most competitive price offer in the format (ANNEXURE–V) in concurrence with the list of major electrical installations/equipment, scope of work, technical specifications, tool & tackles, terms & conditions and deviations sheet etc. enclosed herewith as (APPENDIX- A,B,C,D, E & F, and ANNEXURE – I, II (a), II(b) III, & IV).

(vi) The firm is also required to submit the price break-up of manpower and other major works as mentioned in the tender along with price-bid. (The minimum rates of wages fixed by the Central Govt. from time to time to respective category of employment are applicable in this Institute). The records of contract labours, wage payment as per the contract labour (Regulation & Abolition) Act 1970 read the central rule 1971 are subject to inspection & verification by NIB or Labour enforcement officer.

(vii) Contractor’s Service charges for consecutive second & third year respectively, will also be taken into account for price evaluation and determination of Lowest Bid (L-1) price.

If the firm/contractor quotes NIL charges/consideration, the bid shall be treated as non-responsive and not be considered as per the GFR rules. Further NIL percentage (%) included all derivatives of zero upto 0.99 and thereof. Any service charges not adhering to the above guidelines shall be considered non-responsive and such bid shall not be considered.

9. AWARD OF CONTRACT:

(i) NIB will award the contract to the successful bidder whose quotation has been determined to be substantially responsive and determined as the lowest evaluated tender/quotations, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

(ii) Period of Contract – Initially one year, and it may be extended on mutual consent for another two years on satisfactory performance basis on year to year basis.

(iii) Foreclosure of contract due to abandonment or reduction in scope of work - If at any time after acceptance of the tender, the National Institute of Biologicals shall decide to abandon or reduce the scope of the works of any reason whatsoever and hence not require the whole or any part of the works to be carried out, the NIB shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

\[\text{Signature}\]

6
(iv) **Subletting** - The contract shall not be assigned or sublet without the written approval of the NIB.

10. **Right to accept any tender and to reject any or all tenders:**

    The NIB reserves the right to accept or reject any quotation, and or to annul the bidding process and or reject all quotations at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NIB’s action.

11. **NOTIFICATION OF AWARD:**

    11.1 NIB will notify the successful firm in writing by speed post/ registered letter or by fax, that his quotation has been accepted.

    11.2 The notification of award will constitute the formation of the contract.

    11.3 Upon furnishing of Performance Security by the successful bidder’s, NIB will promptly notify each unsuccessful bidder/s and will release their EMD.

12. **SIGNING OF CONTRACT:**

    At the same time NIB notifies the successful bidder that his quotation has been accepted and NIB will send a work order to the bidder describing the works to be carried out and the same shall be returned duly acknowledged affirmatively by the bidder, as a token of acceptance and a contract agreement will be signed between both the parties.

13. **PERFORMANCE SECURITY:**

    13.1 Within 21 days of receipt of work order from NIB, the successful firm shall furnish the Performance Security equivalent to 10% of the contract value in the form of Bank Guarantee (from any Nationalized/Schedule Bank) valid for 60 days beyond expiry of the contract/extended contract period, in the format as per **APPENDIX- F** or in form of Demand Draft/Pay Order in favour of "National Institute of Biologicals" payable at "Noida/Delhi".

    13.2 Failure of the contractor to comply with the requirement of contract shall constitute sufficient grounds for the annulment of the awards and forfeiture of the performance security, in which event NIB may get the work done at the risk cost of the Contractor, and cost thereof will be recovered from the dues payable to the contractor.
14. PAYMENT:

14.1 Contractor will submit monthly Pre Receipt (affixing the Revenue Stamp) Bill/Invoice duly supported with necessary service reports/ check list etc. along with the proof of deposit of ESI, PF and Service Tax (if applicable). NIB will make payment to the contractor within 30 days after receipt of the bills and after deduction of applicable taxes/TDS etc. Payment will be released only after disbursement of the labour payment maximum up to 7th date of each month during the contract period and follow the labour act and the contractor shall be submitted the disbursement statement along with the monthly bills. It may kindly noted that labour payment need to be disbursed by direct transfer of amount in their bank accounts. If the contractor does not release the labour payment maximum up to 10th date of each month, in such event NIB will deduct an amount of Rs 1000/- per day for each day of delay after 10th day of the month, subject to maximum 10% of respective month bill amount.

Institute is processed of Digitization and may installed Bio-metric attendance system for monitoring the monthly attendance for payment of respective month bills.

14.2. Penalty: If the checklist, log sheets, service reports and instructions of the Institute do not show proper compliance of works to be done by the contractor as per schedule; NIB will make suitable deduction from the contractor’s bills. If the contractor fails to maintain the operation and maintenance of services as per contract, in such event NIB will deduct actual cost incurred on this work plus 10% extra for departmental service charges.

14.3. Institute is also in process of digitization of Attendance System and the monthly payment will be made as per the attendance records made available by system.

14.3 In case of short deployment of manpower as given in the contract, the Institute makes suitable proportionate deduction from the bill on the basis of minimum wages claimed for respective category of technical manpower as applicable.

14.4 Liquidated damages: In case of work is delayed beyond the specified completion/ given time period for reasons attributable to the contractor, deduction on account of Liquidated damage @ Rs. 1000/per day subject to a maximum of 10% of the total contract value will be made from contractor’s bill. The decision of NIB in this regard shall be final and binding on the contractor.

14.5 The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work out put. The personnel so deployed should be in a proper neat & clean well dressed uniform. Providing of uniform etc to deployed staff shall be the responsibility of the contractor. If the staff are not present in uniform, a penalty @ Rs 100/- per day per person will be levied and deducted from the bill. All the employees/workers deployed by the contractor will have to carry valid gate-pases which will be issued only after submission.
of their bio-data in desired format. Any negligence/ offence on their part will attract immediate removal from site. It is mandatory to all the employee to wear identity cards & dress with their company’s name embossed on the same and display it.

14.6 In case of any injury to contractor’s person at NIB campus due to any reason, the contractor shall be responsible for taking person to the hospital/ nursing home/ dispensary for treatment at his own cost. If in the case of an emergency NIB vehicle is used, NIB incurs any expenditure on the treatment of the person, the contractor will be suitably charged for the same.

14.7 Levy/ Taxes payable by contractor - GST or any other tax on materials in respect of this contract shall be payable by the contractor and National Institute of Biologicals (NIB) shall not entertain any claim whatsoever in this respect.

All tendered rates shall be inclusive of all taxes and levies payable except GST( if applicable) under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid.

15. APPLICABLE LAW:

15.1 The contract shall be interpreted in accordance with the Laws of the Union of India. Contractor shall be solely responsible for compliance of all labour laws, payment of fair wages/ salaries and allowances to his personnel that might become applicable under any new act, law or order of Government of Centre. NIB shall have no liability whatsoever in any manner. The Contractor has to show the proof of payment of fair wages to his workers as and when asked for the same by NIB.

15.2 Minimum Wages Act to be complied with - The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time and rules framed hereunder and other labour laws affecting contract labour that may be brought into force from time to time. It is clarified that the minimum rates of wages as fixed by the Central Govt. from time to time to the respective category of employment, are applicable to NIB.

15.3 If there is any variation in minimum wages during the contract period, the monthly contract price/rates will be revised based on any increase/decrease of minimum wages for which documentary proof will be furnished by the contractor.

16. RESOLUTION OF DISPUTE:
All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by the contractor out of the panel of three persons nominated by the Director NIB, and his decision /award shall be final and binding on both parties. The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract.

17. FORCE MAJEURE:

17.1 Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

17.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the supplier and not involving the contractor/service provider’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the contractor/ service provider shall promptly notify the NIB in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
LETTER OF APPLICATION

[NOTE: On the letter head paper of the Applicant including full postal address, telephone no., fax no., and E-mail address]

To

The Director
National Institute of Biologicals,
Plot No. A-32, Sector-62(Institutional Area),
NOIDA -201 309(U.P)

Sir,

1. Being duly authorized to represent and act on behalf of .......................................................................................................................... (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all the Pre-qualification for "Tender for Operation and Annual Maintenance contract for 2.6MWx 03 Nos., DG sets & 500KWx 01 No., DG set and their allied accessories, etc at NIB Noida".

2. Attached to this letter are copies or original documents defining:

(a) The applicant's legal status:

(b) The principle place of business; and

(c) The place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).

3. Your office and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. Your office and its authorized representatives may contact the following persons for further information.

<table>
<thead>
<tr>
<th>General, Personnel, Technical and Financial Enquiries</th>
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<tbody>
<tr>
<td>Contact 1</td>
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<td>Contact 2</td>
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5. This application is made in the full understanding that:
   (a) Bids by pre-qualified applicants will be subject to verification of all information submitted for Pre-qualification at the time of bidding:
   (b) Your office reserves the right to:
       Amend the scope and value of the contract/bid. In such event, bids will only be called from pre-qualified bidders who meet the revised requirements and reject or accept any application, cancel the Pre-qualification process, and reject all application without assigning any reason thereof; and
   (c) Your office shall not be liable for any such action and shall be under no obligation to inform the Applicant.

6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.

7. The undersigned declare that statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

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<td>For and on behalf of</td>
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GENERAL INFORMATION:

All individual firms applying for tender are requested to complete the information in this form. Information to be provided for all owners or applicants who are partnerships or individually-owned firms.

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<tbody>
<tr>
<td>1.</td>
<td>Name of firm:</td>
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<td>Head office address:</td>
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<td>Place of incorporation/ Registration No.</td>
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STRUCTURE AND ORGANIZATION

1. The applicant is
   (a) an individual
   (b) a proprietary firm
   (c) a firm in partnership
   (d) a Limited Company or Corporation.

2. Attach the Organization Chart showing the structure of the organization, including the names of the Directors and position of officers.

3. Have you ever left the work awarded to you incomplete: (If so, give name of project and reasons for not completing the work.)
ANNUAL TURN OVER

<table>
<thead>
<tr>
<th>YEAR</th>
<th>ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in Rs.)</th>
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<tr>
<td>2016-2017</td>
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<td>2017-2018</td>
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<td>2018-2019</td>
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Average Annual Turnover

NOTE: (1) The above data is to be supported by Audited Balance Sheets.

(2) If Annual Accounts are still not Audited, A certificate regarding the Annual turnover duly certified by the Chartered Accountants may be submitted.
DETAILED OF COMPLETED WORKS OF SIMILAR NATURE AND COMPLEXITY (During last seven year ending February28, 2019)

<table>
<thead>
<tr>
<th>Srl. No.</th>
<th>Name of the contract</th>
<th>Name of the client</th>
<th>Brief Description of the contract</th>
<th>Date of Start</th>
<th>Date of completion as per contract</th>
<th>Date of actual completion</th>
<th>Value (Rs.)</th>
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**NOTE:** Please must attach/enclosed supporting documents for the above information.
Details of Registration with State/Central/PSU Departments

<table>
<thead>
<tr>
<th>Name of the Authority/Department with whom registered</th>
<th>Class in which registered</th>
<th>Amount for which eligible to work</th>
<th>Date of Registration</th>
<th>Validity period</th>
<th>Whether registration</th>
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## PERSONNEL CAPABILITIES

<table>
<thead>
<tr>
<th>Srl. No.</th>
<th>Name &amp; Address of the Employee</th>
<th>Technical Qualifications</th>
<th>Post Held</th>
<th>Date of Employment</th>
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LIST OF MAJOR EQUIPMENT AND ITEMS CONSIDERED WITHIN THE PERVIEW OF THIS TENDER IS MENTIONED BELOW. ALL OTHER MINOR EQUIPMENTS CONNECTED WITH THESE MAJOR EQUIPMENTS WOULD BE THE PART OF SCOPE)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of equipments</th>
<th>Qty.</th>
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<tbody>
<tr>
<td>1</td>
<td>Caterpillar model 3608 packaged diesel generator sets and accessories with Engine Alternator capacity 11KV, 2600 KW.</td>
<td>3 Sets</td>
</tr>
<tr>
<td>2</td>
<td>Paharpur model 22103 Cooling towers.</td>
<td>3 Sets</td>
</tr>
<tr>
<td>3</td>
<td>Ingersoll Rand model 15T2- diesel engine driven air compressor (20 BH) along with compressor control panel, Battery 2x12 V, 150AH and Battery change.</td>
<td>1 Set</td>
</tr>
<tr>
<td>4</td>
<td>Compressed Air Receiver with attachment.</td>
<td>2 Nos.</td>
</tr>
<tr>
<td>5</td>
<td>Caterpillar model 3306 black-start diesel gen. set and accessories with Engine and Alternator 125 KVA, 415 V along with Battery &amp; charger (2x12V, 150 Ah)</td>
<td>1 Set</td>
</tr>
<tr>
<td>6</td>
<td>Neutral Grounding Resistance Panels</td>
<td>3 Nos.</td>
</tr>
<tr>
<td>7</td>
<td>AMF Panel for black- start DG set 125 KVA (kept on Aux. distribution panel)</td>
<td>1 Set</td>
</tr>
<tr>
<td>8</td>
<td>Auxiliary Distribution Panel (415V)</td>
<td>1 Set</td>
</tr>
<tr>
<td>9</td>
<td>Amara Raja Station Battery 2X12 V, 120 Ah including with Battery Charger Panel model BC.</td>
<td>1 Set</td>
</tr>
<tr>
<td>10</td>
<td>Generator Control Panels for 3608 diesel gen sets.(control room at first floor)</td>
<td>6 Nos.</td>
</tr>
<tr>
<td>11</td>
<td>Synchronizing Panel along with AMF panel and control for Main DG sets.</td>
<td>1 Set.</td>
</tr>
<tr>
<td>12</td>
<td>Vidhyut Make EOT Crane of 5T capacity along with its accessories.</td>
<td>1 No.</td>
</tr>
<tr>
<td>13</td>
<td>440 Liter Diesel Day Tanks for Black start DG set and Air compressor engine</td>
<td>2 Nos.</td>
</tr>
<tr>
<td>14</td>
<td>5 panels switch board (11 KV) taking power from DG sets and supply to 11 KV panels of MRS along with 11 KV cable between Generator and switchboard.</td>
<td>1 Set</td>
</tr>
<tr>
<td>15</td>
<td>4600 Liter Diesel Day Tanks for model 3608 DG sets.</td>
<td>3 Nos.</td>
</tr>
<tr>
<td>16</td>
<td>Diesel Transfer Pumps and their panels.</td>
<td>3 Nos.</td>
</tr>
<tr>
<td>17</td>
<td>Mimic Panel / Cemaphor Panel. (in control room at first floor)</td>
<td>1 Set.</td>
</tr>
<tr>
<td>18</td>
<td>DG Auxiliay PCC (Control room supply PCC)</td>
<td>1 Set.</td>
</tr>
<tr>
<td>19</td>
<td>Diesel Fuel Pipelines starting with day tanks.</td>
<td>Lot.</td>
</tr>
<tr>
<td>20</td>
<td>Compressed Air Pipelines- inside DG building.</td>
<td>Lot.</td>
</tr>
<tr>
<td>21</td>
<td>Cooling Water pipelines inside and outside DG building.</td>
<td>Lot.</td>
</tr>
<tr>
<td>22</td>
<td>Exhaust Pipelines inside and outside DG building along with 30 M high (Approx.) chimneys.</td>
<td>Lot.</td>
</tr>
<tr>
<td>23</td>
<td>Crankcase pipelines inside and outside DG building.</td>
<td>Lot.</td>
</tr>
<tr>
<td>24</td>
<td>Lube Oil Drain pipelines inside and outside DG building</td>
<td>Lot.</td>
</tr>
<tr>
<td>No</td>
<td>Description</td>
<td>Quantity</td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>25</td>
<td>DG building Exhaust fans on walls of DG building.</td>
<td>4 Nos Lot</td>
</tr>
<tr>
<td>26</td>
<td>All other interconnection viz. electricals, cabling, equipments and DG neutral earthing and other earthing, Piping, valves etc to make the emergency power generation and supply up to the out going of the 11 KV, 5 panel switch board inside the DG Room.</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Voltas make window type A/C 2 TR capacity installed at control room.</td>
<td>4 nos.</td>
</tr>
<tr>
<td>28</td>
<td>Rolling shutters with their allied motor, Gear, electrical etc.</td>
<td>2Nos.</td>
</tr>
<tr>
<td>29</td>
<td>Kirlosker Cummins Model engine &amp; alternator (Stamford) capacity 500KW DG set with AMF panel, ATS panel, day tanks, batteries, remote control panel installed at Lab &amp; Animal House building at Ground floor reception &amp; other accessories etc complete.</td>
<td>1Set</td>
</tr>
</tbody>
</table>

**Note:** The above list of items is not exhausted right in and there are several minor item associated with above major list of equipment which also to be maintained by the contract.
ANNEXURE – II(a)

SCOPE OF WORK

The scope includes operation and routine maintenance of the system described in this tender, in generation and supply of emergency power at 11 KV in the power house for NIB complex 415V in Lab & Animal House complex by the equipments listed at Annexure – I, routine as per the best of the engineering practices, so as to keep the system in trouble free operating conditions round the clock including holidays. Below mentioned works/servicing of DG sets (Caterpillar make) to be done by M/s Tractor India Private Limited (TIPL) and the operating staff will assists with M/s TIPL of their guidelines.(Spares for 3X2.6MW sets with power system and all batteries will be provided by NIB)

1 Work to be done daily:-
   Reading of various parameters of DG sets etc to be taken, checked and recorded in log books to be provided by the bidder, cleaning of DG sets and all allied equipment and accessories & visual checks of DG sets and all other allied Equipment (as per annexure-I of equipment list) and associated accessories. Cleaning and house keeping of the floors, walls, roof and surrounding of the DG Rooms, Control rooms etc.

2 Work to be done weekly:-
   Check physically all the Power cables, fuses control cables terminal blocks, contactors, indication lamps relays, leakages in fuel pumps pipes, gate valves of piping networks, Cooling Tower and its accessories etc.

3 Work to be done Monthly:-
   a) To check and clean the interiors of electrical panels by Vacuum / air blowing/ wiping them clean.
   b) Water the earthing pits of Neutral & body grounding and check NGR panels.

4 Work to be done Half yearly:-
   a) To clean and lubricate the gearbox and motor, to clean the basin of cooling towers and to clean/servicing the related accessories.
   b) To service the air compressor with engine every six-month duration or after 250 running hrs. Whichever is earlier and as when require. All material, lube oil & spares shall be supplied and responsibility of the contractor on payment basis.

5. Work to be done yearly:
   a) Servicing of engine according to CAT manual shall be done such as change oil, oil filters etc. The fuel filters are to be replaced after 900 hours running.(operating staff will help with M/s TIL).
   b) Measure earth resistance of earth pits (neutral and body grounding) and up to all major equipments and Check joints and continuity.
   c) Record insulating resistance of power cables after meggering them.
d) Cleaning of cable trenches ducts pipe trench etc and tightening of connections.

6. Operation and Maintenance of 750 KVA D.G. set:

- **Routine Maintenance Work:**
  1. Clean engine with cotton cloths.
  2. Check engine oil level. Top up if required.
  3. Check fuel level in the tank. Top up if required.
  4. Check coolant level in radiator. Top up if required.
  5. Engine starts 10 minutes and records various parameter readings in logbook.

- **Weakly Maintenance Works:**
  1. Check rubber hose and clean dry type air cleaner.
  2. Check the restriction indicator.
  3. Check engine oil.
  4. Check lube oil filter element.
  5. Check Battery & Lead connection.

- **Monthly Maintenance Works:**
  1. Check engine oil.
  2. Check lube oil filter element.
  3. Check Battery & Lead connection.
  4. Check fuel pumps breather.
  5. Check V. belt condition (Adjust / replace if required).
  6. Check radiator fins (Cleaning and washing if required).

- **Quarterly Maintenance Works:**
  1. Check Battery & Lead connection.
  2. Check fuel pumps breather.
  3. Check V. belt condition (Adjust / replace if required).
  4. Check radiator fins. (Cleaning and washing if required).
  5. Check & clean air filter.

- **Half yearly Maintenance Works:** (B-Check: 6 month or 250 Hrs which is earlier)
  1. Change air filter.
  2. Change fuel filter.
  3. Change oil filter.
  5. Servicing of engine.

- **Yearly Maintenance Work:**
  1. Check thermostat element.
  2. Check valve clearance.
  3. Check injector.
(iv) Fuel tank cleaning.
(v) Check exhaust silencer.

❖ Major Over Haul Period:

After 3000 running Hours engine needs to over haul (Servicing of combustion chamber). After 9000 running Hors engine needs major over hauls by authorized service dealer.

❖ Maintenance of Battery & Record:
(i) Clean battery with cotton cloths.
(ii) Check electrolyte level (top up if required).
(iii) Check specific gravity of electrolyte, and record in register or logbook.
(iv) The specific gravity of battery shall not be less then 1200

7. Servicing of all electric motors, pumps for fuel handling system, cooling towers and overhauling, replacement of bearing, greasing, and lubrication for gear box assembly of cooling towers shall be done by the contractor as and when required. All jobs involved in making the electric motors, pumps, gear boxes functional and refitting the same. i.e. replacement of bearing, bushes and plate, cooling towers fan, balancing of rotors, removing the leakages from basin of cooling towers and any welding works etc., shall be the responsibility of the contractor and no extra payment, whatsoever will be made by NIB on this account. All consumables/spares and rewinding of motors shall be the responsibility of the contractor and Institute will reimburse the expenditure on submission of bills.

8. All the servicing work for this engine and compressor and their panel, battery chargers etc are also covered this contract and the contractor shall be called the OEM's/authorized Engineer to attend the servicing/rectify the any fault as & when required shall be the responsibility of the contractor and no extra payment, whatsoever shall be made by NIB on this account. Supply of all material like as lube oil & spares/consumables, if any for air compressor and diesel engine shall be provided by the contractor and Institute will reimburse the expenditure on submission of bills.

9. Main switches, contactors, overload relays & fuses for electrical control panels of cooling towers, compressor engine set, and fuel pumps shall be provided by contractor on payment basis.

10. Painting of all out door items diesel lines, tank’s covers, fuel pumps water line of cooling towers (inside & out side of structure) etc once in a year will be carried out contractor. Only paint will be provided by NIB or by contactor on payment basis.
11. The contractor has to inform the requirement of spare parts and consumables sufficiently in advance for the 750 KVA DG set so as to make arrangement by NIB to procure them. All the servicing work for this DG and their control panel are also covered this contract and the contractor shall be called the OEM's /authorized Engineer to attend the servicing/rectify the any fault as & when required shall be responsibility of the contractor and no extra payment, whatsoever shall be made by NIB on this account.

12. Any other spare parts/consumables that % Overheads over the Bill Value to be charged by the Bidder in case he needs to procure spares from the Market on specific instructions of NIB. The bill value will not exceed the MRP of the item bought and supporting documents for MRP will need to be submitted for claiming re-imbursement of the bill. [Please note that all charges like Procurement Cost, Cartage, Insurance, etc. will be deemed to be covered under the % overheads to be charged by the contractor]. However the Institute is not bound to follow the system all the time and may provide the spares/consumables directly to the contractor.
LIST OF TOOLS EQUIPMENTS, MEASURING INSTRUMENTS

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Sizes / quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Multimeter/ tongue tester (standard make)</td>
<td>01 no.</td>
</tr>
<tr>
<td>2.</td>
<td>Earth tester (standard make)</td>
<td>01no.</td>
</tr>
<tr>
<td>3.</td>
<td>Megger 500V</td>
<td>01no.</td>
</tr>
<tr>
<td>4.</td>
<td>Test lamp, 230V</td>
<td>01nos.</td>
</tr>
<tr>
<td>5.</td>
<td>Soldering iron</td>
<td>01nos.</td>
</tr>
<tr>
<td>6.</td>
<td>Fuse puller</td>
<td>01no.</td>
</tr>
<tr>
<td>7.</td>
<td>Electrical pliers</td>
<td>01nos.</td>
</tr>
<tr>
<td>8.</td>
<td>Screw driver set (6&quot; to 12&quot;) with sleeve</td>
<td>02 sets of 6</td>
</tr>
<tr>
<td>9.</td>
<td>Electrical wire cutter</td>
<td>01nos.</td>
</tr>
<tr>
<td>10.</td>
<td>Chargeable torch</td>
<td>01nos.</td>
</tr>
<tr>
<td>11.</td>
<td>Umbrella/ rain coat</td>
<td>01nos.</td>
</tr>
<tr>
<td>12.</td>
<td>Chisel</td>
<td>01nos.</td>
</tr>
<tr>
<td>13.</td>
<td>Hammer 500gm and 1000gm</td>
<td>01 each</td>
</tr>
<tr>
<td>14.</td>
<td>Line testers</td>
<td>01nos.</td>
</tr>
<tr>
<td>15.</td>
<td>Hack-saw</td>
<td>01nos.</td>
</tr>
<tr>
<td>16.</td>
<td>Allen key</td>
<td>02 Sets</td>
</tr>
<tr>
<td>17.</td>
<td>Chargeable torch</td>
<td>01no.</td>
</tr>
</tbody>
</table>

Above tools, equipments and measuring instrument to be kept and made available at NIB site during the entire contract period. Further above tools list is not exhaustive some other tools may also be required for effective maintenance of the equipment also to be arranged by the contactor at site.
GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. The work is for proper operation and routine maintenance of 2.6MW, 11KVx 3Nos. DG sets and Lab and Animal House complex 500KW 433V 1NO. DG set to supply emergency power to NIB’s 11 kV and 433 V systems by operating respective DG sets as and when the main power supply of PVVNL fails in round the clock working including holidays. The bidders are required to visit the installation and satisfy themselves before submitting quotations. Once they give their quotation it will be presumed that they have visited the installation and satisfied themselves.

2. The contractor shall have to deploy the following manpower and relievers (Round the clock -365 days in a year) during the period of contract:

<table>
<thead>
<tr>
<th>S.N</th>
<th>Details</th>
<th>Category</th>
<th>Nos.</th>
<th>Minimum Qualifications</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supervisor</td>
<td>Highly Skilled</td>
<td>1</td>
<td>3 years diploma in Electrical/Mechanical Engg</td>
<td>2 -3 years in Utility or relevant</td>
</tr>
<tr>
<td>2</td>
<td>Operator</td>
<td>Skilled</td>
<td>03</td>
<td>ITI in Fitter/mech/electrician</td>
<td>2 years in Utility or relevant</td>
</tr>
<tr>
<td>3</td>
<td>Helper</td>
<td>Semi-skilled</td>
<td>03</td>
<td>10th Pass</td>
<td>1 year in electrical field</td>
</tr>
</tbody>
</table>

(i) The equipment shall be handled & operated through trained and qualified skilled and experienced staff having relevant experience and documents. Skilled helper/ Khalasi employed should be also experienced. Supervisor & Operator shall be technically highly, skilled and diploma, ITI passed. At least one operator, one supervisor & one helper shall be deployed in general shift and one operator & one helper in each two shift shall be deployed. Requirement of other manpower as and when needed shall also be deployed by the contractor without any extra cost of NIB.

3. All the tools/ tackles, fuses, log books, registers & clothes for cleaning of all equipments etc. required for day-to-day maintenance shall have to be arranged by the contractor and made available at site of work. No extra payment shall be made on this account. The list of these tools and tackles will be given initially and finalized in consultation with NIB. Any other required will be arranged immediately from their own source. Any break down shall be recorded and minor breakdown rectified immediately.
4. The contractor has to inform the requirement of spare parts and consumables sufficiently in advance for the 750 KVA DG set so as to make arrangement by NIB to procure them. All the servicing work for this DG and their control panel are also covered this contract and the contractor shall be called the OEM’s Engineer to attend the servicing/rectify the any fault as & when required.

5. Log books for 2.6MW D.G. sets, Black start D.G. set, Air compressor and 750 KVA DG set related data and fuel consumption related data shall be arranged and maintained by the firm and complaint books for complaint shall also be arranged by the contractor from the date of start of work & all parameters shall be recorded systematically by the staff.

6. All the equipment, such as main 2.6MW DG Set, 500KW DG set, black start DG Set, Compressor, and various other systems shall have to be run on load each day for 5 to 15 minutes even if these are not required to run due to availability of power from PVVNL. This will keep the equipment in good running condition and test all systems including auto start and parallel operation (Synchronization) of main D G Sets.

7. The contractor shall have to arrange for issue of identity cards as per direction of the NIB for all the staff members deployed, within one week of the start of work at his own cost and also submit one extra photograph of each worker for record. If they fail to do so the department shall recover Rs.100/- Per person for this default from the monthly bill.

8. The contractor shall deploy only such persons whose antecedents are satisfactory. Bio-data of the staff engaged shall be submitted by the contractor to NIB before actual engagement on the work.

9. Timing may change according to the site requirement.

10. The installations are handed over in perfectly good working condition. Anything found short and missing shall be immediately made good otherwise their cost would be recovered from the bill.

11. Watch & ward of the inventory of installation in the building shall be the responsibility of the contractor during the period of the contract and NIB shall be indemnified for any loss or damage etc. if the reasons are not solely attributable to NIB.

12. The staff has to maintain good behavior at site. Any person found discourteous or misbehaving shall have to be replaced immediately. Decision of NIB shall be final and binding on the contractor.

13. First aid box shall be arranged by the contractor at site of work. No extra payment shall be made on this account.
14. The firm shall be fully responsible for any liability/ compensation in case of any Accident or otherwise or any untoward incident at his own risk and cost for the staff deputed by firm and NIB shall not be required to give any compensation and NIB shall remain totally indemnified by the contractor.

15. The firm/agency/ contractor who wishes to quote are required to visit and examine the whole Power House equipment and satisfy themselves before submitting their offer and to apprise them selves about the conditions of equipments as well as other minor items and accessories associated, which are not listed in ANNEXURE – I but are part of the complete, systems.

16. The firm/ agency/ contractor shall fulfill the requirement of various law enforcing agencies / local authorities, such as Pollution control board / electricity authorities etc. by getting the gaseous emission tested and keeping electrical items in perfect condition and taking their approvals as and when required. Presently these approvals are available. Contractor shall notify NIB in writing about such approvals to be taken and inform compliance of the same. The fees paid to these authorities as per challans will be re-imbrussed to contractor by NIB.

17. The rates shall be inclusive of sales Tax, Excise duty, and work contract Tax or any other taxes, duties, levies etc. Even if there are any variations in these during the contract period, the rate shall remain unchanged and no additional payment can be claimed.

18. The tender shall remain valid for acceptance for a period of 120 days from the date of opening.

19. NIB shall have the sole authority to accept or reject any tender in part or whole without assigning any reason.

20. No advance payment will be made under any circumstances. However, on successful completion of work for each month, payment will be released within 15 days.

21. The contractor profit and other charges will be remained fixed in respective contract period, only minimum wages revised from time to time will be considered for enhancement.

22. Rates should be quoted in figure as well as in words in the Performa enclosed herewith as Annexure V.

23. No addition/ alteration/ deletion in the tender is allowed, however bidder may give their deviations if any, from the tender conditions in “Deviation
Sheet Annexure IV clearly mentioning the page no./ clause no. on which deviation is sought.

24. Late tender/ unsigned quotations may be rejected.

25. Electricity, diesel and water as available for this work will be provided by NIB free of cost.

26. NIB will have the liberty to discontinue the contract any time by giving one month’s notice without assigning any reasons.

27. The bidder shall not sublet the contract to any other party/ contractor.

28. The insurance shall protect the bidder / contracting agency against all claims applicable for the workmen’s compensation act, 1984. The bidder shall take necessary insurance cover for any persons deployed at all sites even for short duration. NIB shall not entertain any claim arising out of mishap, if any that may take place during the performance of the contract and bidder shall indemnify NIB in this respect.

29. Contractor shall be solely responsible for payment of wages / salaries and Allowances to his personnel that might become applicable under any government order. NIB shall have no liability whatsoever in any manner.

30. In case any of staff is not found up to the mark and not able to do work properly, he will have to be changed as per the instructions of NIB. The staff has to maintain good behavior at site. Any person found discourteous misbehaving shall have to be replaced immediately. Decision of NIB shall be final and binding on the contractor/firm.

31. Contractor shall be fully responsible for theft, burglary, fire of any mischievous deeds by his workers/ staff.

32. The bidder/ his supervisors and his staff are required to follow NIB security norms strictly.

33. Daily attendance of the staff shall be maintained by the contractor and if NIB wishes to see the same, the contractor shall make it available to NIB for inspection. Attendance through Bio-Matric System may also be implemented by the Institute.

34. It must be ensured by the contractor that no damage/ loss shall be caused to the properties of Institute by their act. In case it happens, they have to make it good as in the original conditions.

35. Approval of the installation from the statutory bodies like Central Electricity Authority, Local electrical inspector of UP Government, UP Pollution Control
Board for the chimney gas (air pollution) are to be taken by contractor as and when the present approval expires. The date of expiry shall be taken from NIB after award of contract. They will obtain forms from above agencies and get signed by NIB at appropriate time. They will submit the approval in original to NIB. The fees to be paid against challans of these statutory bodies will be reimbursed by NIB.

36. In the event of any damage caused to the installation due to negligence, carelessness, or inefficiency of the staff, the contractor shall be responsible to make good the same. Decision of the NIB’s engineer in charge shall be final and binding on the contractor for carrying out suitable recovery.

37. Department shall not be responsible for any injury partial or permanent or death of any worker at site due to accident or any other seasons or by negligence of the staff. NIB will remain indemnified by contractor on this account.

38. The institute reserves the right to procure the materials from open market and provide to the contactor for day-to-day maintenance/rectifications works of the institute. No extra charge/payment will be made for installation/repair of the such item provided by the Institute, if any.

39. Location where the work has to be executed at National Institute of Biologicals, A-32, Sector – 62, Noida(UP) - 201309.
APPENDIX-E

List of Spares/ consumables which are to be kept in stock by the contractor at NIB Site.

1. HRC Fuses of various of all the rating.
2. Contactors and relays contactors.
3. V-belt of various sizes as per site requirement.
4. Indicators Lamp including holders for various electrical panels/DBs etc.
5. Grease and lubricating oil required for lubrication of mechanical parts of the equipments are covered in this scope.
6. A minimum stock of the b-belts to be required at site.
7. Different sizes of ball bearings for the motors, blowers etc to be mentioned at site.
8. Lugs/thimbles/brass compression glands/cable jointing kits etc required for the cables of any size.
9. CTC/contact cleaning compounds required for cleaning of contacts periodically.
10. Handle/Knobs of the switch fuse/fuse switch units.
11. Toggles switches of the panels.

NOTE: This list of consumables/ spares can be extended based on experience during operation and maintenance of services as per site requirement.
**DEVIATION SHEET**

**SCHEDULE OF DEPARTURE FROM SPECIFICATIONS**

(Deviation/additions from tender conditions may be mentioned clearly giving clause No. of items, page No and ANNEXURE No to co-relate. Major deviations may cause rejection of tender.)

<table>
<thead>
<tr>
<th>SI No</th>
<th>Item No and Page No</th>
<th>Details of Departure</th>
<th>Reason for departure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Seal & Signature of Tenderer*

**NOTE:** Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".
PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On stamp paper of appropriate value from any Nationalized Bank)

To,

M/s National Institute of Biologicals
Plot No. A–32, Sector– 62(Institutional Area),
NOIDA–201 309(U.P)

Dear Sir,

In consideration of National Institute of Biologicals (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to ..................................

.................................. (here in after referred to as the said Contractor or Contractor’ when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. ....................... In terms inter alias, of the NIB’s Letter No. .............. dated. ................... and the General Conditions of Contract and upon the condition of the contractor’s furnishing security for the performance of the contractor’s obligations and discharge of the contractor’s liability under in connection with the said contract up to a sum of Rs.................... (Rupees....................... Only) amounting to 10 % (Ten) percent of the total contract value.

1. We .............................................................. (here in after called “The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the said contract inclusive of all The Employer’s losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. .................... (Rupees..............................only).

2. We .............................................................. Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account there of and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.

6. The amount started in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of..................................................

8. This guarantee shall be in addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.

9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor
shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.

10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

11. We. .............................................the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. ........................ (Rupees.............................................) and this guarantee shall remain in force till .............................................and unless a claim is made on us within 3 months from that date, that is before ............................................. all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities thereunder.


For and on behalf of Bank.

Issued Under Seal
**Price-Bid**

(This part should be photo copied and then fill-up the prices quoted on the photocopy only and shall be duly signed and stamped by the authorized signatory and enclosed in sealed envelope No.2).

Price offer for "Operation and Annual Maintenance contract for 2.6MWx03 Nos DG sets & 500KWx01 No. DG set at NIB Noida" inclusive of all taxes and duties etc. as per aforesaid tender document including appendix-A,B,C,D,E & F and Annexure-I, II (a), II(b), III and IV.

<table>
<thead>
<tr>
<th>Srl No</th>
<th>Description of work</th>
<th>Charges per month (Rs.)</th>
<th>Per</th>
<th>Charges per annum (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Operation and Annual Maintenance contract for 2.6MW X 03 Nos. DG sets &amp; 500KW X 01 No. DG set at NIB Noida. Charges including all taxes and levies except GST for round the clock (24x7 days including Sunday &amp; Holidays)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td>Charges towards routine consumables, Tools &amp; Tackles, Safety Shoes &amp; Uniform etc. as per Annexure-II (a+b)</td>
<td></td>
<td></td>
<td></td>
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<td>3.</td>
<td></td>
<td>Sub total (1+2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Contractor's Over Head and Profit (fixed- amount only)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td>Sub total (3+4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>% of Overheads to be charged by the Bidder on the bills in case they needs to procure Spares from the Market on specific instructions of NIB. The bill value will not exceed the MRP of the Item bought and supporting documents for MRP will need to be submitted for claiming re-imbursement of the bill. [Please note that all charges like Procurement Cost, Cartage, Insurance, etc. will be deemed to be covered under the % overheads to be charged by the contractor]. Value of Overhead cost for Bid Evaluation Purpose assuming yearly spares consumption for % of Rs 25,000/- p.m. (Rs. 3,00,000/- p.a. (including all taxes and levies except GST).</td>
<td></td>
<td></td>
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<tr>
<td>7.</td>
<td>Contractor's Overhead and Profit for 2nd year (fixed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Contractor's Overhead and Profit for 3rd year (fixed)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>9.</td>
<td></td>
<td>Grand total (5+6+7)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>GST @........................% shall be indicated (if applicable) applied</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. Total charges for operation & maintenance of DG sets and their allied equipment
Rs (In figure) per month .........................................................................................................................
Rs (In figure) per year ..............................................................................................................................

NOTE:
1. The quoted prices/rates are valid for 120 days from the due date of opening of the tender, and the reference will be the
current minimum wages on the date of offer.
2. Contactor’s Service charges for consecutive second & third year respectively, will also be taken into account for price
evaluation and determination of Lowest Bid (L-1) price.

If the firm/contactor quotes NIL charges/consideration, the bid shall be treated as non-responsive and not be
considered as per the GFR rules. Further NIL percentage (%) included all derivatives of zero up to 0.99 and thereof. Any
service charges not adhering to the above guidelines shall be considered non-responsive and such bid shall not be
considered.

3. The Minimum Wages should not be quoted lower in above PRICE-Bid (as per CLC’s order vide No.1/8(3)/2019-LS-
II/dated:27.03.2019, Central Sphere, Government of India, w.e.f. 01.04.2019 onwards for maintenance and operations in buildings).
The tender not fulfilling the latest these Central wages minimum rates criteria by the Central Govt. from time to time,
to the respective category of employment in this Institute shall be rejected.

4. Minimum Wages Act to be complied with - The contractor shall comply with all the provisions of the Minimum Wages Act,
1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time and rules framed hereunder and
other labour laws affecting contract labour that may be brought into force from time to time. It is clarified that the
minimum rates of wages as fixed by the Central Govt. from time to time to the respective category of employment, are
applicable to NIB. Noida falls under category A of Central wages.

5. The price breakup based upon the current Government of India/Central sphere minimum daily wages (Applicable in
Noida) covered under “A” Category of Central Sphere Minimum Wages Schedule for quoted rates to be enclosed with
the price bid which will be taken for bid evaluation. The bidders note that the profit margin should not be taken as ZERO
in the price breakup.

6. If there is any variation in minimum wages during the contract period, the monthly contract price/rates will be revised
based on any increase/decrease of minimum wages for which documentary proof will be furnished by the contractor.

7. The contractor shall submit the price break-up based upon the minimum applicable daily wages for quoted rates to be
enclosed with the price-bid which will be taken for bid evaluation.
8. All consumables like log books, registers, cleaning cloth, CRC, emery paper, grease, and tools & tackles, gaskets, m-seal, nut bolts and scope of work as mentioned in Annexure-II (a) & (b) will be deemed to be covered under the quoted price as in (2) of above, absence of the same Institute may reject the bid treated it as non-responsive.

Excluding the above, for any other spare parts/consumables that % Overheads over the Bill Value to be charged by the Bidder in case he needs to procure spares from the Market on specific instructions of NIB. The bill value will not exceed the MRP of the Item bought and supporting documents for MRP will need to be submitted for claiming re-imbursement of the bill. [Please note that all charges like Procurement Cost, Cartage, Insurance, etc. will be deemed to be covered under the % overheads to be charged by the contractor].

9. The contract period will be initially one year period unless prematurely closed as per clause mentioned elsewhere in the NIT. The contract can be extended for a further period of 2 years (year to year) based on satisfactory performance of the contractor.

10. The rate to be quoted for three shifts (round the clock 24x7) for operation and routine maintenance of DG sets.

11. Director, NIB has the authority to periodically appoint Technical Auditor or some other agency to evaluate the maintenance work done by the contractor and recommendations made thereof for compliance in letter and spirit. This is primarily to ensure that the reliability of the system is not compromised with due to lack of Maintenance.

12. The contractor will maintain minimum stock of required electrical/mechanical consumables/items at NIB site and maintain the stock properly. This stock will be verified by the engineer in charge NIB, weekly. The cost of consumables/spares plus ......% of overhead cost will be reimbursed to the contractor subject to maximum MRP of the item supplied, on submission of bill/invoice along with supporting bill for purchase of material.

13. The institute reserves the right to procure the materials from open market and provide to the contactor for day-to-day maintenance/rectifications works of the institute. No extra charge/payment will be made for installation/repair of the such item provided by the Institute, if any.

14. Late tenders will not be entertained.

Signature of the Tenderer and seal
(Name & Designation of the authorized signatory)