# TENDER DOCUMENT

E-Tender No. 1-535/2019/NIB/Engg(M)

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**NATIONAL INSTITUTE OF BIOLOGICALS**  
(Ministry of Health & Family Welfare)  
A-32, SECTOR- 62 (INSTITUTIONAL AREA),  
NOIDA–201 307 (U.P.)  
Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014.  
E-mail: info@nib.gov.in  
Website [www.nib.gov.in](http://www.nib.gov.in)

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## E-TENDER ENQUIRY

Ref : S.1-535/2019/NIB/Engg(M)  
Date : 07.02.2020

### OPERATION AND ROUTINE DAY TO DAY MAINTENANCE OF STEAM GENERATING BOILERS, WITH THEIR ALLIED ACCESSORIES AND STEAM DISTRIBUTION PIPING NETWORK AND FUEL OIL HANDLING SYSTEM AT NIB, NOIDA

**TENDER NO-S.1-535/2019/NIB/Engg(M)**

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NOTE: Pre-Bid Meeting will be held at NIB, NOIDA on 14.02.2020 at 04:00 PM
1. Single Bid System : Not applicable
2. Two Bid System : (1) The offer should be submitted online (https://nib.euniwizarde.com). Technical bid (consisting of eligibility criteria & technical specification, viz, product specification sheets/ OEM Certificate etc.). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.

          (2) The price bid (To be filled up in the proforma, signed, stamped, scanned to pdf mode& attach under Price Bid) and should be submitted online in XLS format. Price- Bid of technically qualified bidder/s will be opened.

SUBMISSION OF BIDS

Participation in E-Tender
Technical bid (consisting of eligibility criteria & technical specification, viz, product specification sheets/ OEM Certificate etc.). Bidders May name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.

The price bid (To be filled up in the proforma, signed, stamped, scanned to pdf mode& attach under Price Bid) and should be submitted online in XLS format. Price- Bid of technically qualified bidder/s will be opened.

Deadline for submission of Bids
Bids must be submitted online not later than the time and date specified in the e tender document. In the event of the specified date for the submission of bids being declared a holiday, the bids will be received up to the appointed time on the immediate next working day.

The purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents accordingly and, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Modification and withdrawal of Bids
1. The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification or withdrawal is received by the purchaser before the closing date prescribed for submission of bids.

2. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by cable or fax but should invariably be followed by a signed confirmation copy, not later than the deadline for submission of bids.

3. No bid may be modified subsequent to the deadline for submission of bids.

4. No bid may be withdrawn in the intervening period between the deadline for submission of bids and the expiry period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this intervening period may result in the bidder’s forfeiture of its bid security.
TENDER FOR OPERATION AND ROUTINE DAY TO DAY MAINTENANCE OF STEAM GENERATING BOILERS, WITH THEIR ALLIED ACCESSORIES AND STEAM DISTRIBUTION PIPING NETWORK AND FUEL OIL HANDLING SYSTEM.

The NATIONAL INSTITUTE OF BIOLOGICALS (NIB) is an autonomous Institute under the Ministry of Health & Family Welfare, Government of India and is a premier institution engaged in the evaluation and quality control of various biological products like blood, blood reagents, sera, immuno-diagnostics kits etc. The Institute is spread over an area of 18.4 acres of land with various buildings have already been constructed.

The NIB has a super specialty Laboratory building called LABORATORY & ANIMAL HOUSE with a constructed floor area of about 1500 sq meters in three floors. The steam requirement is spread over this building through insulated piping network with accessories mainly for heating of various items of the Laboratory like bio-medical equipment, HVAC system and hot water supply system etc. There is captive steam generation plant system of 3Nos Boilers having capacity of 2.8T/Hr at 10.5 Kg/sqcm for dry saturated steam at 178 degree C (M/s FORBES MARSHALL make), which are installed in the Boiler Room adjacent LABORATORY & ANIMAL HOUSE BUILDING. And also operation and routine maintenance of two Air compressors (Atlas Copco) are covered under this contract.

A Fuel Oil handling system is 3 X 75KL Tanks with three HSD day tanks for Boilers with automatic complete Fuel Oil storage and Handling system with motors/ pumps/ electrical panels etc which are also under this scope.

The bidders are required to visit NIB and see the installation for themselves and the quantum of work involved before submitting the tender. Once the tender is submitted, it will be deemed that the bidder has seen and understood the complete work involved for the system.

Online tenders are invited from well experienced bidders in the prescribed format for operation as well as comprehensive maintenance of this steam generating Boilers and allied equipments including steam distribution piping network and complete Fuel Oil storage/ handling/supply system etc. as mentioned in ANNEXURE-I. Initially the system will run in the general shift (including Saturday, Sunday & Holiday) and it would run in three shifts, round the clock including Saturday, Sunday and holidays. Bidders have to give their rates for both types of working.

1. FOR PRE-QUALIFICATION

The Applicant should 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 60.00 lakhs.
(b) Experience of having successfully completed similar works during last 07\(\text{seven}\) years ending last day of month previous to the one in which applications are invited i.e. December-31, 2019 should be either of the following:

(i) Three similar completed works costing not less than the amount equal to Rs. 10.30 lakhs each or

(ii) Two similar completed works costing not less than the amount equal to Rs. 15.40 lakhs each or

(iii) One similar completed work costing not less than the amount equal to Rs. 20.50 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 Routine/ Comprehensive Maintenance of similar type and capacity/rating boilers as installed in NIB or larger, along with complete accessories since at least last three years in Government/ Semi-Govt./ PSU’s or large reputed private organizations satisfactorily. Preference will be given to the bidder who has operated similar or larger boilers of Forbes Marshall or equivalent make.

2 Copy of PAN/TIN No., Service Tax No. and Income Tax clearance Certificate to be uploaded.

3. Earnest Money Deposit (EMD): -

   i) EMD in the form of Demand Draft in the name of “National Institute of Biologicals” Payable at Noida/ New Delhi. Tenderer to bear exchange rates fluctuation at the time of refund, if any. The Demand Draft must reach at the Institute before the submission date & time.

   OR

   ii) EMD in the form of Bank Guarantee in the prescribed format enclosed. Any deviation in the proforma is not acceptable. The bank guarantee should be from any Indian Bank or Foreign Bank having branch in India on Non-judicial stamp paper of value commensurate with EMD amount as per norms. The issuing branch of bank shall be situated in India. Bank Guarantee/ Demand Draft are to be enclosed along with “Technical-Bid” only.

   OR

   EMD can be deposited by way of NEFT/RTGS and bidder need to indicate transaction ID details with date & time etc. Bank details of NIB are as below:

   \begin{itemize}
   \item **NAME OF THE BANK**: BANK OF BARODA, SECTOR 29, NOIDA(UP)
   \item **NAME OF ACCOUNT**: NATIONAL INSTITUTE OF BIOLOGICALS
   \item **S.B. ACCOUNT**: 26290100001774
   \item **IFSC CODE**: BARB0NOIDAX (5\text{th} digit is zero)
   \end{itemize}
EMD deposited through NEFT/RTGS must be transferred before the due date of submission of the bid/tender. Intimation should be sent through email to Procurement Section: q.wasiuddin@nib.gov.in and CC to Finance Section: sksharma@nib.gov.in

4. **Issue of Tender:**

Non transferable tender document containing terms conditions and technical specification etc. can be obtained from the Account 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 amount mentioned in advertisement through crossed demand draft (non-refundable) of Rs. 560/- in favour of National Institute of Biologicals, payable at Noida/ New Delhi towards its cost. Before buying the tender documents, tenderer may see the document particularly pre-qualification criteria in their own interest.

The Tender document are also available on National Institute of Biologicals website [www.nib.gov.in](http://www.nib.gov.in) for online submission.

Tender/Bid submitted without tender fee is liable to be rejected.

5. The tender is to be submitted online in two bids format: [https://nib.euniwizarde.com](https://nib.euniwizarde.com)

5.1. **Technical Bid (Online)**

   a) All the pages of tender document in original including the unfilled PRICE-BID Performa (ANNEXURE-V) online process conditions in a separate sheet (ANNEXURE-IV). The following additional documents shall also be enclosed, superscript with name of the tender i.e. **OPERATION AND ROUTINE DAY TO DAY MAINTENANCE OF STEAM GENERATING BOILERS, WITH THEIR ALLIED ACCESSORIES AND STEAM DISTRIBUTION PIPING NETWORK AND FUEL OIL HANDLING SYSTEM.**

   i) The attested copies of Registration Certificate along with attested copies of experience certificates of carrying out similar nature of work as per pre-qualification criteria particularly annual maintenance contract of different type mechanical services in Government/ Semi Government/ PSU’s or large reputed private organization etc. for at least last three years satisfactorily. They may 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 maintenance and services.

5.2 **Price Bid**
The Price Bid as per Performa given in the tender documents as ANNEXURE-V Only .XLS format shall be photo copied and then price filled up and submitted in online process. Any conditions given in the Price Bid may cause rejection of Bid: https://nib.euniwizarde.com

6. Pre Bid Meeting and Clarification of Bids:

6.1 A Pre Bid meeting will be organized by. Bidders may seek any clarifications from NIB on their written request regarding the tender document and also physically see the site to understand the work required of the Institute.

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:

Bids must be submitted online not later than the time and date specified in the tender document. In the event of the specified date for the submission of bids being declared a holiday, the bids will be received up to the appointed time on the immediate next working day.

The purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents accordingly and, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

8. Bid Opening:

(i) Bid shall be opened online in the office of this Institute at Noida, an hour after the prescribed time for the bid submission on a date as mentioned in the advertisement.

(ii) The technical bid shall be opened first. The Price Bid will be opened online of technically qualified bidders https://nib.euniwizarde.com

(iii) The bidder who has not submitted the documents as per tender conditions major deviations, proper EMD and experience certificate etc. their tender may be treated as non responsive and their Price Bid will not be opened . https://nib.euniwizarde.com

(iv) The successful firms/agencies/contractors will be intimated and contract agreement will be entered into initially for a period of one year. The
preparation of the contract agreement with proper stamp etc. would be done by the bidder in consultation with NIB. If the firm’s services/ performance is found to be satisfactorily in the sole opinion of NIB, the contract may be extended on the same terms & conditions for a further period of two years on yearly performance basis.

(v) The firms/ agency/ contractor are required to submit online their most competitive price offer in the format (ANNEXURE -V) Part A & B in concurrence with the list of major equipment, scope of work, technical specifications, terms & conditions and deviations sheet etc enclosed herewith as APPENDIX -A,B,C,D & ANNEXURE - I, II, III, & IV.

(vi) The firm is also required to submit the price break-up of manpower and other major work as mentioned in the tender along with price bid. The minimum rates of wages fixed by the Central Govt. from time to time for respective category of employment are applicable in this Institute. The records of labours, wages 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. The Rate quoted below minimum wages, as notified by Labour Department, Govt. of India w.e.f. 01.10.2019 for NOIDA come under Category-’A’, will not be accepted.

9. Awards 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 quotation, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

(ii) **Period of Contract** – Initially the order will be placed for a period of one year and may be extended for another two years depending on the performance of the contractor on year to year basis.

(iii) The contract would preferably be awarded to the agency which has quoted the lowest rates while meeting all the terms and conditions given in the tender. As per GFR clause No. 173 (h) (i), “If a firm quoted nil charges/consideration, bid shall be treated as unresponsive and will not be considered”. Further Nil percent included all derivatives of zero up to 0.9999 and thereof. Any Service Charge not adhering to the above guidelines should be considered unresponsive and such bid should not be considered.

(iv) Foreclosure of contract due to abandonment or reduction in scope of work - If at any time after acceptance of the tender, National Institute of Biologicals shall decide to abandon or reduce the scope of the works are to 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.

(v) Subletting - The contract/work shall not be sublet in any degree or manner without the written approval of the NIB.

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

   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. **Evaluation of Tenders:**

   a. Preliminarily, NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA shall evaluate the tenders / bids to determine whether they are complete, whether all required sureties have been furnished, whether the essential documents are enclosed.

   b. NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA may waive any minor irregularity or non-conformity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of the bidders.

   c. After the preliminary [Technical] evaluation, further evaluation and comparison of responsive/ technically & commercially eligible bids/tender quotations will be done on the basis of lowest quotes in the financial bids. The financial bids will be evaluated on composite basis only. For composite basis evaluation purpose and conditions to payment of wages to the deployed person as mentioned in the tender will be taken into consideration.

   d. DIRECTOR, NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA is not bound to accept the lowest quotes. Reasonableness of the lowest quoted rates will also be examined and verified.

   e. Technical Bids will be opened first. Price Bids of only those bidders who are found eligible in the Technical Bid will be considered and opened.

   f. The bids not accompanied with EMD (NSIC/MSME relevant trade registration certificate for Steam Generating Boiler Operation in case of EMD exemption), experience certificate, balance sheet of last 3 years, registration certificate etc. as per the tender conditions shall be treated as non-responsive and in-eligible.
g. During evaluation of bids, NIB at its sole discretion may ask clarification from the bidder(s), if any, in their bid and the bidder is required to respond within the stipulated time period failing which NIB will be free to take suitable decision in this regard.

h. In case of a tie between price of two bidders, the preference shall be given to the bidder who has quoted lower Service Charges. Further, if Service Charges also being tie, bidder having the highest average Annual turnover, will be considered.

i. ESI, EPF etc. rates in price bid/shall be taken current rates (Rates applicable on the date of tender submission) as notified by the respective statute, as applicable variation in ESI & EPF rates will not be considered.

j. Compliance of GFR Rule 173 (i) (h) "If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered". Further Nil percent included all derivatives of zero up to 0.9999 and thereof. Any Service Charge not adhering to the above guidelines should be considered unresponsive and such bid should not be considered.

k. Evaluation committee will evaluate the Technical and Financial Bids and submit their reports to the competent authority for eligibility of bidders and award of work as per the case.

l. Price preference will be given to small entrepreneurs registered with NSIC/MSME as per Govt. of India rules, applicable on the date of bid submission.

m. The %age amount of Goods & Services Tax, if not indicated in the Price-Bid, will be considered inclusive and GST will be worked out by reverse Calculation. Any vague terms for GST as applicable/as per Rule/etc. will not be entertained for evaluation.

12. Notification of Award:

12.1 The work will be awarded to lowest evaluated bidder (L-1), NIB will notify the successful bidder that his tender has been accepted and work order will be sent 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.

12.2 Outcome/Result of the tender will be uploaded on NIB’s website, no separate intimation will be given to unsuccessful bidders regarding outcome of the tender.

12.3 The notification of award will constitute the formation of the contract.
12.4 Upon furnishing of Performance Security by the successful bidder’s, NIB will promptly notify each unsuccessful bidder/s and will release their EMD.

13. All existing statutory regulations of both the State as well as the Central Governments shall be adhered to by the service provider and all the records maintained in this regard shall be made available for scrutiny by the Statutory Bodies. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice in addition to the action proposed to be initiated by statutory bodies.

14. The service provider shall be directly responsible for any/all disputes arising between him and his persons and keep this office indemnified against all the actions, losses, damages, expenses and claims whatsoever arising thereof.

15. **Signing of Contract:**

   NIB will notify 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.

16. **Performance Security:**

16.1 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 entire contract period i.e., including extendable period, in the format as per APPENDIX- A or inform of Demand Draft/Pay Order in favour of “National Institute of Biologicals” payable at “Noida/Delhi”.

16.2 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 done the work at the risk cost of the Contractor.

17. **Payment:**

17.1 Contractor will submit monthly Pre Receipted (affixing the Revenue Stamp) bills dully supported with necessary check list, log sheets etc. along with the proof of deposit of ESI, PF and GST. NIB will make payment to the contractor within 15 days after receipt of the bills after deduction of applicable taxes/TDS etc.
The bill payment will be only released after the Submission of proof of disbursement of the labour payment up to 10th date of every month during the contract period and follow the Labour Act. The contractor shall have to submit the disbursement sheet alongwith the monthly bill. **It may kindly noted that labour payments needs to be disbursed by direct transfer of amount in their bank accounts.**

If the contractor does not released 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 of the month; subject to maximum 10% of the respective month bill amount.

**Contractor will have to submit bank statement as a proof of payment of wages directly to worker’s bank account and other statutory dues actually disbursed/deposited with appropriate authority.**

17.2 **Penalty Clause:** If check list, log sheets, service reports and instructions of the Institute do not shows 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.

17.3 The attendance of the deployed manpower will be monitored through digital attendance system/machine and in case of short deployment of manpower as given in the contract, Institute will make suitable/ proportionate deduction from the bills on the basis of minimum wages as claimed for respective category of technical manpower as applicable.

17.4 **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. 500/- 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.

17.5 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 and valid ID cards. Providing of uniform, ID Cards etc. to deployed staff shall be the responsibility of the contractor. If the staffs are not present in uniform & ID Card, 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 passes which will be issued only after submission of their bio-date in desired format. Any negligence/offence on their part will attract immediate removal.
from site. It is mandatory for the entire contractor’s employees to wear Identity cards with their company’s name embossed on the same and display.

17.6 In case of any injury to the contractor’s employee/worker 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 suitable charged for the same.

17.7 Any intentionally delay, or delay to improper mobilization of men and material for executing the work by the contractor or unprofessional attitude of the contractor/labour causing delay, the contractor shall penalize @ 5% of the contract value for each day of delay up to a maximum of 25% of the total contract value.

17.8 **Levy/Taxes payable by contractor** – GST/Tax or any other tax on materials in respect of this contract shall be payable by the contractor and National Institute of Biologicals shall not entertain any claim whatsoever in this respect.

All tendered rates shall be inclusive of all taxes and levies payable under respective statutes but exclusive of GST which will pay at the applicable rates. 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.

17.9 **Intoxicants:** Smoking, drinking of alcoholic beverages is strictly prohibited in NIB premises.

18. **Applicable Law:**

18.1 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.

18.2 Minimum wages Act to be complied with - The contractor shall comply with all the provisions of the Ministry 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 Ministry*
of Labour, Govt. of India from time to time for NOIDA comes under ‘A’ category to the respective category of employment, are applicable to NIB.

18.2 The contractor must submit the price break-up for General Shift and 01 Additional Shift based upon the latest minimum daily wages of the workers w.e.f. 1.10.2019 for NOIDA- ‘A’ Category (as per Ministry of Labour, Govt. of India) for quoted rates to be enclosed with the price-bid, which will be taken as part of bid evaluation, in the absence of this, their bid will not be entertained.

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

19. 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. The Jurisdiction for all such proceeding will be Noida/Delhi only.

20. Force Majeure

20.1 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, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

20.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the service provider 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.

20.3 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 APPLICANTION


To

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

Sirs,

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 information provided, the undersigned hereby apply for the following scope of work:

“OPERATION AND NON-COMPREHENSIVE MAINTENANCE OF STEAM GENERATING BOILERS, WITH THEIR ALLIED ACCESSORIEES AND STEAM DISTRIBUTION PIPING NETWORK AND FUEL OIL HANDLING SYSTEM”.

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.

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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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Signature of Tenderer with Seal
**APPLICATION FORM No. 1**

**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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of firm:</td>
</tr>
<tr>
<td>2.</td>
<td>Head office address:</td>
</tr>
<tr>
<td>3.</td>
<td>Registered office address:</td>
</tr>
<tr>
<td>4.</td>
<td>Telephone:</td>
</tr>
<tr>
<td>5.</td>
<td>Fax:</td>
</tr>
<tr>
<td>6.</td>
<td>Place of incorporation/Registration No.</td>
</tr>
</tbody>
</table>

Signature of Tenderer with Seal
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>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2017</td>
<td></td>
</tr>
<tr>
<td>2017-2018</td>
<td></td>
</tr>
<tr>
<td>2018-2019</td>
<td></td>
</tr>
<tr>
<td>Average Annual Turnover</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** The above data is to be supported by Audited Balance Sheets 2018-2019. In case Audit accounts are not available for 2018-19, a certificate of CA may be uploaded.
### DETAILS OF COMPLETED WORKS OF SIMILAR NATURE AND COMPLEXITY
(During last seven year ending December-31, 2019);

<table>
<thead>
<tr>
<th>S.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>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</tr>
</tbody>
</table>

**NOTE:** Please upload supporting documents for the above information.
APPENDIX-C

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>
</tr>
</thead>
</table>

20

Signature of Tenderer with Seal
PERSONNEL CAPABILITIES:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name &amp; Address of the Employee</th>
<th>Technical Qualifications</th>
<th>Post Held</th>
<th>Date of Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
1. LIST OF MAJOR EQUIPMENT OF THE BOILERS/STEAM GENERATION AND DISTRIBUTION SYSTEMS AND COMPLETE FUEL OIL STORAGE/HANDLING/SUPPLY SYSTEM IN THE LABORATORY & ANIMAL HOUSE AND POWER HOUSE DG SETS AT NIB, NOIDA.

A. LIST OF MAJOR EQUIPMENTS OF BOILER/ STEAM GENERATION AND DISTRIBUTION PIPING NETWORK ETC IN THE LABORATORY & ANIMAL HOUSE.

<table>
<thead>
<tr>
<th>S No.</th>
<th>Description of Items</th>
<th>Quantity.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Steam generating Boilers having capacity 2.8 Ton /Hr at 10.5Kg/Sqcm for dry saturated steam at 178 degree C along with all accessories to make it complete. (M/s FORBES MARSHALL make)</td>
<td>3 Nos</td>
</tr>
<tr>
<td>2.</td>
<td>Surge Tank &amp; De-aerator, flash vessel, heat Exchangers (4 nos.) and Economizers (3 nos.).</td>
<td>Lot</td>
</tr>
<tr>
<td>3.</td>
<td>Pressure reducing stations 10.5 to 3.5Kg/sqcm, 10.5 to 5.5, 5.5 to 3.5 and 10.5 to 0.5 kg/sqmm, one no. each for various purpose steam supply, steam Traps, Moisture separator, safety relief valves and various other types of valves, and piping system with their accessories and insulation, Air vent etc, to complete the whole steam generating and distribution system.</td>
<td>Lot</td>
</tr>
<tr>
<td>4.</td>
<td>Surge Pump 0.55 3nos. feed water pumps 3kw (3Nos run + 3Nos stand by). SHW Hot water pump, 7.5kw 3nos., RHW Hot water Pump, 7.5kw-3nos, Hot water pumps 2.3 hp -1no. Steam/ condensate return pumps (4Nos at various places in the building) along with pipes, valves and other accessories.</td>
<td>Lot</td>
</tr>
<tr>
<td>5.</td>
<td>Exhaust stack chimney fabricated of MS plate (36 meter height) along with complete flue line etc.</td>
<td>1 No.</td>
</tr>
<tr>
<td>6.</td>
<td>Fuel line with fuel pump starting from the day tanks (Complete systems).</td>
<td>3 Nos.</td>
</tr>
<tr>
<td>7.</td>
<td>Complete electrical systems supporting the above work of steam generation and distribution such as, electric panels/ MCC, starters, utility panel, power/control/ instrumentation cablings, earthing, temperature controllers, instrumentation etc to make the system complete starting from MCC/ PCC panel of Boiler room.</td>
<td>Lot</td>
</tr>
<tr>
<td>8.</td>
<td>(a) Complete piping system for supplying Steam &amp; hot water to various consuming points/ equipments along with piping accessories, valves, traps, pressure gauges, condenser to return piping etc. The piping installed are mild steel seamless pipes (scheduled 80 of IS 6392) ranging from 15 mm dia to 200 mm dia.</td>
<td>1600 RM</td>
</tr>
</tbody>
</table>
(b) And condensate return piping from 15 mm dia to 150 mm as per above specification and accessories. dia. 4800 RM

| 9. | Air Compressors (Ingersol Rand make) with their allied piping network for Lab & Animal House. | 02 Nos. |

**B. LIST OF MAJOR EQUIPMENTS OF FUEL OIL HANDLING/ SUPPLY SYSTEMS:-**

| 1. | HSD Tank 75KL capacity | 3 Nos. |
| 2. | Pumps with 1 hp motor along with electrical system for 1 No. HSD Tank of 75KL capacity for supplying to the Day Tanks of 1 No. 500KW Silent Type DG-Set kept in building of the Laboratory & Animal House and 1 No Incinerator in Incinerator building. | 2 Nos. |
| 3. | Pumps with 3 hp motors along with electrical system for 2 Nos. HSD Tanks of 75KL capacity each for supplying to the 3 No. Day Tanks of 3 No. Boilers of the Laboratory & Animal House. | 2 Nos. |
| 4. | Piping network along with accessories, gauges, valves etc. for receipt of the fuel in 3 X 75 KL HSD Tanks, Storage and handling of fuel and supplying to various Day Tanks as described above and their return line with dia 15 to 50 mm and total 1600 RM approx. Complete system outdoor and indoor. Structural covers over various pumps and electrical panels and pipe trench.. | Lot |
| 5. | All electrical cables, panels, controls etc. right from the main electrical panel supplying power to the above complete installation. | Lot |

Note: The above list of items are not exhaustive and there are several minor items associated with above major listed plants/equipments which also to be maintained by the Contractor.
Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the etender Portal. More information useful for submitting online bids on the e-tender Portal may be obtained at: https://nib.euniwizarde.com / www.nib.gov.in

REGISTRATION

1. Bidders are required to enroll on the e-Procurement Portal (URL https://nib.euniwizarde.com with clicking on the link “Online bidder Registration” on the e-tender Portal).
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded on portal.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc. Once the bidders had selected the tenders in which they are interested, bidder can pay the processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fees, tenders will be moved to the respective “Register” Tab.

Please feel free to contact ITI Helpdesk (as given below) for any query related to e-tendering. 1. Helpdesk No:  Mr. Sonu kumar  (9355030631).
SCOPE OF WORK

The scope of work includes the Operation and Non-Comprehensive Maintenance of complete Steam Boiler systems, Steam Generations, Steam distributions along with its complete steam distribution piping network, condensate return pumps network, complete Fuel Oil Storage and Handling system with all the storage tanks, pumps and fuel oil supply piping network etc. The scope of work as mentioned below are the minimum expected from the successful bidder apart from break-down maintenance work and any other work required for operation and comprehensive maintenance of steam generating boilers with allied accessories, steam distribution piping network the scope also includes the proper operation and comprehensive maintenance of fuel storage and handling system mentioned in equipment list, in the Laboratory & Animal House building and power house DG set building.

1. The contractor have to carry out the preventive maintenance on each item of the equipment and system as per the best of engineering practices and as per the operation and maintenance manual of respective equipments available with NIB. The break down repairs has to be carried out with the utmost speed to bring back the system into operation immediately.

(a) Routine/daily Maintenance Work:

(i) Clean the all 03 nos. boilers and its allied accessories with cotton cloth.
(ii) Check the all Safeties & Safety valves of the Boilers and Boiler Plant.
(iii) Check the De-aerator tank water level.
(iv) Reading the various parameters like temperature, pressure, steam pressure & temperature etc. of Boilers and its others allied accessories, checked and recorded in log books, provided by the contractor.
(v) Check the supply of the Steam and Hot water. If there is any variation/leakage found, rectify on priority basis.
(vi) Check the all gauge glasses.
(vii) Check the HSD tank oil level.
(viii) Clean the rear sight glass if found dirty.
(ix) Check the fuel pressure set. Keep the furnace and burner equipment clean, repair any leaky joints without delay.

(b) Weekly Maintenance Work:

(i) Check and clean Nozzles of the boilers.
(ii) Check and clean the burner of the boilers.
(iii) Check and clean the all Safeties of the boilers plant thoroughly.
(iv) Check the all pneumatic valves & other different sizes of valves.
(v) Check the all steam traps.
(vi) Check the all pumps & motors of boilers plant and fuel storage & handling area.

(vii) Check the all flanges. If packing found damage, then replaced with new one.
(viii) Check the all the complete electrical systems supporting the work of steam generation and distribution such as, electric panels/ MCC, starters, utility panel, power/control/ instrumentation cabling, earthing, temperature controllers, instrumentation etc.
(ix) Check feed pump filter, clean if required.
(x) Check the ignition electrode and air diffuser plate and any deposits removed.

(c) Monthly Maintenance work:

(i) Check & Clean All Pressure reducing stations for various purpose steam supply, steam Traps, Moisture separator, safety relief valves and various other types of valves, and piping system with their accessories and insulation, Air vent etc. & changed the gland packing of the said valves.
(ii) Check and clean the De-aerator tank and its accessories.
(iii) Check and Clean the Boilers shell and boilers tubes with wire brush & cotton cloth.
(iv) Check & greasing/lubrication of all pumps & motors bearings.
(v) Check and clean Air compressors of Atlas Copco make.
(vi) Check the all CRP pumps.
(vii) Check the Water Level controller assembly and make it clean & free from deposits.

(d) Quarterly Maintenance Work:

(i) Check and de-scaling the all heat exchanger of boiler plant.
(ii) Check the gland of the pumps.
(iii) Check the Economizers of the boilers.
(iv) Check the Chemical dosing system of the De-aerator tank.

(e) Half Yearly works

  (i) Cleaning of all Heat Exchanger if required de-scalar chemical to be used
  (ii) Cleaning of Economizers if required de-scalar chemical to be used

(e) Yearly Maintenance:

(i) Clean and de-scaling the all Boilers with de-scalar chemical.
(ii) Check all the insulation of the pipe, heat exchangers etc. thoroughly, if damaged that replaced it.
(iii) Check the electric installation thoroughly.
(iv) Check that the feed water tank is open, interconnecting piping between tank and pump is clean and water supply is satisfactory.
(v) Painting one time in year of all Panel, fuel pipe lines, Pumps& Motors, base channel, boiler plant equipment etc.

2. For the proper operation and preventive maintenance, the contractor has to prepare and give the (A) Daily (B) Weekly (C) Monthly (D) Quarterly and (E) Annual schedule within two weeks of receipt of work order and get it vetted by NIB. During course of operation and preventive maintenance, this schedule would keep on amending as per requirement. These must include keeping the equipment as well surrounding neat and clean. They shall carried out various check on steam side, lubrication, Seals / gland packing, equipment alignment,
foundations, bolts annual overhauls, electrical motor, cable connections, earthling system, checking of overload relays, terminal connectors earthlings, lugs and thimble, writing name of equipments where ever worn out and any other work associated with operation and maintenance.

3. The operation & routine maintenance of air compressors & water softening plant are included in this contract.

4. U.P Pollution control board for gaseous emission rules and other statutory engineering practices to be follow as per boiler regulations. For fuel Storage/ handling/ supply system, the system has to be kept as per the requirement of chief controller of explosives (CCOE), Nagpur/ Agra. The gaseous emission has to be checked and data given to NIB.

5. For this boilers and its accessories installation, the periodic approval of the statutory bodies such as Boiler Regulatory Authority/U.P Pollutions control board/CCOE etc shall be deemed to be included in the contract. The contractor shall notify NIB in writing about such approvals to be taken and inform the compliance of the same as and when required. NIB will sign required application/ paper work and the fees paid for periodic approval to the statutory bodies as per the challan will be reimbursed to the contractor by NIB. However, the contractor will take the entire responsibility to deal with the statutory body/ authority and obtain the renewal of the certificate/approval by these authorities within the time period.

6. The Contractor shall be follow the rules and regulations for Operation & Maintenance of Boilers Plant as per The Indian Boiler Act.

Further it may be note that if any penalty charged by the above concerned authority/statutory bodies due to delay in periodic renewal etc. shall be paid by the firm/contractor himself and no re-imbursement for the same will be given the by NIB. Any kind of fee/charges/ liaising charges other than periodic renewal fee paid against the challan, will be not reimbursed by NIB to the firm/contractor/agency.
GENERAL TERMS & CONDITIONS OF THE CONTRACT FOR OPERATION AND NON-COMPREHENSIVE MAINTENANCE FOR STEAM GENERATION AND DISTRIBUTION SYSTEM AS WELL AS FUEL OIL STORAGE HANDLING/ SUPPLY SYSTEM.

The tender is for proper operation and day to day routine maintenance (Preventive & break down) of whole system as described in the tender document. Only the well experienced firms/agencies/bidders are required to give their offers. The list of major equipment of whole system are giving in ANNEXURE-I

1. The firm / agency / contractor who wishes to quote are required to visit and examine the whole system and satisfy themselves before submitting their offer and to apprise themselves about the conditions of equipment as well as minor items and equipment/accessories of these systems, which are not listed in ANNEXURE-I, but are part of the complete system. When the quotation is received, it will be deemed that the bidder has seen the systems and appraised themselves about the whole systems.

2. Log-book, registers for recording of parameters related Steam and fuel oil storage handling/supply systems shall be provided and maintained by the firm / agency / contractor showing the complete operation and maintenance done (separate log books) on the plant systems and it should be made available to the engineer-in-charge of NIB. Clothes for cleaning of all equipments required for day to day operation & maintenance shall have to arrange by the contractor.

3. All routine/day to day maintenance material such as lube oil, oil filter, fuel filter, electric contractor, indicating lamp, HRC fuse, relays, nut bolts, grease, gland packing, gasket(different sizes), oil seal, o-ring, bush, insulation , cabling, earthing are covered under day to day maintenance of boiler plant & its accessories and fuel storage handling system etc. and provided by the firm/agency/contractor and a minimum quantity of such material may be kept at NIB site to minimize time of maintenance. Necessary welding works of piping (SS in Lab. & Animal House Building) and in the boiler plant as per requirement are in the scope of contractor.

4. Comprehensive Contract: All spares/consumables of boilers and accessories, fuel handling system, steam & hot water piping with accessories as mentioned in ANNEXURE-I shall be provided by the firm/ agency/ contractor for the systems under the scope of comprehensive maintenance of the all 03 nos. boilers and its accessories, fuel handling system, steam & hot water distribution system with its piping network. All spares parts and materials shall be used genuine and of same type and make as installed and a minimum quantity of spares and materials for routine and comprehensive maintenance may be kept at NIB site to minimize time of maintenance.

Signature of Tenderer with Seal
The firm/ agency/ contractor has to keep all the equipments well maintained for each of the systems. If the equipment/part is not repairable, the contractor shall be changing that part to bring the system in running/working condition under the comprehensive contract. If fail so or delay in the put back the system in working condition, a suitable penalty may impose on the contractor/firm.

5. Care should be taken so that the system doesn’t leads to major breakdown. In the event of any break down, the same will be rectified immediately failing which such rectification may be done at the risk and cost of the firm/agency/contractor and a suitable penalty may impose for such delay in rectification/maintenance. Similarity if any breakdown takes place due to negligence of the firm/agency/contractor, the whole component has to be replaced/rectified to bring the original condition immediately.

6. All tools equipments, measuring instruments, welding machine, welding electrode etc. required for proper operation and routine maintenance for whole Plant systems and allied accessories etc. shall be provided by the firm/ agency /contractor.

7. The contractor/firm/agency has carried out the de-scaling of boilers, heat exchanges etc. as per schedule mentioned in Annexure-II. For Operation & non-comprehensive maintenance contract, the de-scalar chemical will be provided by the NIB and all other tool tackles/manpower under the scope of the contractor.

8. The contractor/firm/agency has to carry out the painting of boilers & its accessories, pipelines, MS channel in boiler plant once in a year. The paint will be provided by the Institute under the non-comprehensive contract.

9. The contractor shall have to deploy the following manpower during the period of contract for whole work in day shift , 9:00 AM to 5:30 PM (General Shift ) and 01 Additional Shift (including Saturday, Sunday and Gazette holidays):

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Details</th>
<th>Category</th>
<th>Manpower required for General Shift</th>
<th>Manpower required for Additional Shift</th>
<th>Minimum Qualification</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Boiler Supervisor</td>
<td>Highly-Skilled</td>
<td>01</td>
<td>01</td>
<td>2 years ITI in fitter/mech. &amp; 1st or 2nd class certificate as per IBR norms</td>
<td>4 to 5 years in operation &amp; maintenance of boilers plant</td>
</tr>
<tr>
<td>2.</td>
<td>Boiler Operator</td>
<td>Skilled</td>
<td>01</td>
<td>01</td>
<td>1st /2nd class certificate as per IBR norms</td>
<td>3 to 4 years in operation relevant</td>
</tr>
<tr>
<td>3.</td>
<td>Electrician</td>
<td>Skilled</td>
<td>01</td>
<td>01</td>
<td>2 years ITI in</td>
<td>2 to 3 years in</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Electrician</td>
<td>relevant field</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Fitter</td>
<td>Skilled</td>
<td>01</td>
<td>2 years ITI in Fitter</td>
<td>2 to 3 years in relevant field</td>
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<tr>
<td>5.</td>
<td>Welder (IBR class)</td>
<td>Skilled</td>
<td>01</td>
<td>ITI in Welder</td>
<td>2 to 3 year in Arc, Argon, TIG, carbon steel and alloy steel welding</td>
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<tr>
<td>6.</td>
<td>Helper</td>
<td>Semi-Skilled</td>
<td>02</td>
<td>10th pass</td>
<td>1 to 2 years in boiler plant</td>
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<td>7.</td>
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<td>04</td>
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</table>

10. The contractor shall have to deploy the above manpower in Additional Shift of 08 Hours (including Saturday, Sunday and Gazette holidays):

   **Note:** Welder will work in whole day shift during General Shift including Saturday, Sunday and Gazette holidays as well as in Shift duty for welding and other relevant welding works in Boiler Plant, Fuel handling system as well as any other welding work like welding of SS pipelines of different sizes in Lab. & Animal house, MS pipelines, any other welding work in the premises of the NIB. The welding work may also be carried out in odd hours or in night to seen the urgency of that work. The contractor shall arrange/provided the welding machine, welding tools & tackles and welding electrode for the same. No extra cost will be pay by the NIB for the same.

11. Further for break down and preventive maintenance, manpower as per requirement has to be deployed in the job without any cost of NIB. All of them should be technically qualified to operate the systems and attend to repairs / maintenance work of these systems. At least one helper also has to be provided for assisting them as and when required. Any other manpower required shall be made available by the firm / agency / contractor for proper functioning and maintenance. Proper supervision of firm / agency / contractor’s senior engineers has to be provided to over see the whole work for smooth operation and maintenance services as and when necessary but at least twice a month and they will record their findings in the log-books.

12. The contractor shall take all necessary safety precaution for his workers working inside the NIB premises and shall be responsible for any first aid/emergency treatment for his employees/workmen deployed by him. **First Aid box shall be arranged by the Contractor at the site of work. No extra payment shall be made by the account.**

13. The boilers along with its steam supply systems will be running about an hour prior to the working hour of the Institute so that these are ready during working hours. If required by NIB for exigencies, the plant could be operated on holidays and extended running hours also. Generally holidays (Saturday, Sunday & Gazette holiday) should be utilized primarily for the maintenance purposes. The rate shall be quoted separately for all these Plant systems for single shift working and round the clock working as per Performa mentioned in **ANNEXURE-V.**
14. Care shall be taken so that the systems do not lead to major breakdown. In the event of any breakdown, the same will be rectified immediately failing which such rectification may be done at the risk and cost of the firm / agency / contractor. Similarly, if any breakdown takes place due to negligence to firm / agency / contractor, the whole component has to replaced / rectified to bring to the original condition immediately.

15. Rates should be quoted in figure as well in word as per ANNEXURE –V. Once the rates are quoted it shall not be withdrawn at any stage.

16. The Director, NIB reserves the irrevocable authority to accept or reject any tender in part or whole without assigning any reasons.

17. No addition / alteration / deletion in tender document is allowed. The tenderer shall send the original tender documents duly signed and stamped by them in each page in token of acceptance of all the conditions of this tender. Deviations if any or any additional matters may be mentioned on a separate deviation sheet (as per ANNEXURE-IV) and enclosed with the offer. Each deviation from conditions of tender document shall show the respective clause number of particular items of work, page on and the ANNEXURE No to co-relate major deviations may cause rejection of the offer.

18. No advance payment will be made in any circumstances. However, on successful completion of every month, payment will be released within 15 days from submission of bill.

19. All pages of the tender document should be signed and stamped by the authorized signatory of the firm and enclosed in sealed Envelope No.1 in original along with deviation sheet (ANNEXURE-IV) if any. ANNEXURE-V, which is the Price-Bid (Part A & B) format shall be photocopied and after filling up the prices on the photocopy this shall be duly signed and stamped by the authorized signatory and enclosed in sealed Envelope No.2. The original Annexure-V shall remain part of tender document kept in Envelope no-1 duly signed and stamped without filling as a token of acceptance of the proforma.

20. Late tender / unsigned quotations may be rejected.

21. No correspondence will be entertained in this regard unless otherwise sought from tenderer by this office.

22. In case of a local firm / agency / contractor, submit the tender personally in https://nib.euniwizarde.com/ on or before the due date and time. Postal delay for tender submitted by post shall also not be accepted and all tenders submitted in time only would be considered.

23. The services required are initially for a period of one year. The contract may be extended on mutual consent subsequently. The contract may be terminated at any stage solely at the option of NIB with an advanced notice of one month without assigning any reason.
24. Precautions against any fire hazards or other damages to plant and equipment shall be taken by the firm. The contractor shall indemnify NIB from any encumbrances / loss in this account.

25. The firm/contractor/agency shall fulfill the requirement of various law enforcing agencies/local authorities etc. by their approvals as and if required.

26. Electricity, HSD and water for this work will be provided by NIB free of cost. The furniture for sitting purpose of their deputed staff should be provided by the firm / agency / contractor.

27. The firm / agency / contractor will be responsible for the safety of their deputed staff during the performance of their duty at NIB site. The contractor shall be fully responsible for any liability/compensation in case of any accident whatsoever, or otherwise or any incident/accident for the staff deputed by the firm, and NIB shall not be liable to give any compensation and NIB shall remain totally indemnified by the contractor.

   Contractor must indemnify NIB through a legal indemnity bond (valid for the entire contract duration) of adequate value (duly notarized), as per Workmen’s Compensation act of workmen insurance & compensation.

28. 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 or misbehaving shall have to be replaced immediately. Decision of NIB shall be final and binding on the contractor/firm.

29. In case of any problems with the equipment the firm/ agency/ contractor deputed staff will keep NIB informed immediately.

30. All disputes are subject to DELHI/NOIDA Jurisdiction.

31. The tender shall remain valid for acceptance for period of 90 days from the date of opening.

32. The firm / agency / contractor shall keep all the equipments well maintained, neat and clean including the plant room itself and adhere to the maintenance schedule of various equipment. Open placement of work order they will prepare the maintenance schedule and discuss the same with NIB’s engineer for its implementation. This may be revised from time to time as per the requirement.

33. Special Requirement: The Boilers and its accessories are supplied and installed by M/s Forbes Marshall / J N Marshall Ltd. Therefore, it has to be ensured by the firm / agency / contractor that the major maintenance/ overhauling/inspection work of these equipment and their allied accessories are carried out by the manufacturer or their authorized firm / agency. Even if there is no problem, these equipments have to be got thoroughly checked by the manufacturer or their authorized firm / agency once in a year on chargeable basis within the completion of one year period of the contracted period and their service reports including physical condition of the boilers has to be submitted to NIB for record.
34. If the contractor fails to supply/ generate proper steam and supply fuel oils to NIB system for more than 6 hours due to any failure of the Steam generating distributing system and Fuel Oil storage handling system a sum of Rs. 1000/- per hour of such failure will be deducted from the payable amount of the contractor.

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

36. The rates shall be inclusive of Sale Tax, Excise duty, and work contract Tax GST 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.

37. The tender shall remain valid for acceptance for a period of 90 days from the date of opening.

38. Location where the work has to be executed National Institute of Biologicals, A- 32, Sector-62, Noida (UP).
## DEVIATION SHEET

(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. More sheets can be added if required).

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Item No. &amp; Page No.</th>
<th>Details of Departure</th>
<th>Reason for Departure</th>
</tr>
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<tbody>
<tr>
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</table>

**Seal & Signature of the Tenderer**

**NOTE:** Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

Signature of Tenderer with Seal
“OPERATION AND MAINTENANCE OF STEAM GENERATING BOILERS WITH ALLIED ACCESSORIES, STEAM PIPINGS AND DISTRIBUTION IN THE LABORATORY & ANIMAL HOUSE AND FUEL OIL STORAGE AND HANDLING/ SUPPLY SYSTEM (Excluding break down maintenance and routine inspection services of Atlas Copco make 02 nos. Air Compressors).” As per this TENDER DOCUMENT INCLUDING ANNEXURE –I, II & III and IV.

<table>
<thead>
<tr>
<th>Srl. No</th>
<th>Description of work</th>
<th>Charges Per Month in both figure &amp; words (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1(A)</td>
<td><strong>General Shift:</strong> Monthly Charges for Operation and Maintenance of Steam Generating Boilers with Allied Accessories, Steam Pipeline Network and Distribution in the Laboratory &amp; Animal House and Fuel Oil Storage and Handling/ Supply System as per Work Schedule and Description of System Specified including all taxes and levies, profit &amp; overhead (including working tools &amp; consumables) except Service Tax for General Shift (in all days including Saturday, Sunday &amp; Holiday). &lt;br&gt;&lt;br&gt;<strong>The manpower for General Shift will be 01 Supervisor, 01 Boiler Operator, 01 Electrician, 01 Fitter, 01 Welder, and 02 Helper. (Refer Annexure –III, clause 9)</strong></td>
<td>Rs.………………..per month</td>
</tr>
<tr>
<td>1(B)</td>
<td><strong>Additional Shift:</strong> Monthly Charges for Operation and Maintenance of Steam Generating Boilers with Allied Accessories, Steam Pipeline Network and Distribution in the Laboratory &amp; Animal House and Fuel Oil Storage and Handling/ Supply System as per Work Schedule and Description of System Specified including all taxes and levies, profit &amp; overhead (including working tools &amp; consumables) except Service Tax for 01 (One) Additional Shift in all days including Saturday, Sunday &amp; Holiday. &lt;br&gt;&lt;br&gt;<strong>The manpower for each Additional Shift will be 01 Supervisor, 01 Boiler Operator, 01 Electrician and 01 Helper. (Refer Annexure –III, clause 9)</strong> &lt;br&gt;&lt;br&gt;(For bid evaluation purpose - additional 01 Shifts will be in operation for 04 months of the year and its cost will be considered)</td>
<td>Rs.………………../- per month</td>
</tr>
</tbody>
</table>
2. **Total Per Month [1(A) + 1(B)]**

   Rs.…………………/- per month

3. % 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].

   **Value of Overhead cost for Bid Evaluation purpose assuming annually spares consumption for .......% (Amount in Rs. .... ....) of Rs. 3,00,000/- (inclusive all taxes) per annum**

   (Calculate the monthly amount to divided the S. No. 3 by 12 for evaluating the Lowest Bid)

   Rs.………. /- per month

4. **Total Monthly Charges (Srl. No. 2 + Srl. No. 3)**

   Rs.……………/-per month

5. **Contractor’s Service Charge (including profit) per month for first year (Fixed) on Srl. No. 4**

   Rs.………………/- per month

6. **Total monthly charges for first year (Sr.No. 4 + 5)**

   Rs.………. /- per month

7. **Contractor's service charges (including profit) per month in 2nd year (Fixed)**

   Rs.………………/- per month

8. **Contractor's service charges (including profit) per month in 3rd year (Fixed)**

   Rs.………. /- per month

9. **Grand Total (Sr. No. 6+7+8)**

   Rs.…………/-per month

10. **GST @……………. (% Needs to be specified otherwise it will be treated inclusive)**

   **(Name & Designation of the authorized signatory)**

1. Total Monthly Charges for Operation & Maintenance of boilers with their allied equipments for GENERAL SHIFT in all days including Saturday, Sunday & Holiday).

   Total Charges: (Rs in figures)……………………………………………………………per month.
Total Charges (Rs in words)…………………………………………………………..per month.

Total Charges (Rs in figures)…………………………………………………………..per year.

Total Charges (Rs in words)…………………………………………………………..per year.

2. Total Monthly Charges for Operation & Maintenance of Boilers with their allied equipments for Additional Shift of 08 hours (in all days including Saturday, Sunday & Holiday).
Total Charges: (Rs in figures)…………………………………………………………..per month.

Total Charges (Rs in words)…………………………………………………………..per month.

i) Contractor’s Service Charges for 2nd & 3rd Year will also be taken into account for price evaluation and determination of lowest bid (L-1) price.

(ii) “If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered as per GFR Rules”.

(iii) Further Nil percent included all derivatives of zero up to 0.9999 and thereof. Any Service Charge not adhering to the above guidelines shall be considered unresponsive and such bid shall not be considered.

(iv) The Service Provider strictly adhere to all statutory obligation such as ESI/EPF as promulgated from time to time including all Gazette Notifications and circulars.

(v) Financial bid shall include the related all Taxes and statutory obligations.

(vi) Kindly go through the Note and submit with Price-bid duly Stamped & Signed as token of acceptance.
NOTE:

1. The quoted prices are valid for 90 days from the due date of opening of the tender.

2. Manpower in Additional Shift [as mentioned at 1 (B)] one/two will be deployed as per site requirement of the Institute. Payment for one/two additional shift will be made as per actual deployment of manpower in that period. The contractor should submit the price break-up for 01 additional Shift based upon the minimum daily wages for NOIDA- ‘A’ Category (as per Ministry of Labour, Govt. of India) for quoted rates to be enclosed with the price-bid, which will be taken as part of bid evaluation.

3. 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 based on satisfactory performance of the contractor.

4. The tender not fulfilling the Central Minimum Wages criteria as per Ministry of Labour, Govt of India, for NOIDA- comes under ‘A’ Category, the submitted tender shall be rejected.

5. Minimum wages to be complied with- the contractor shall comply with all the provisions of the Ministry Wages Act,1948, and contractor 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 as applicable in Ministry of labour, Govt. of India.

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 must submit the price break-up for General Shift and 01 Additional Shift based upon the latest minimum daily wages of the workers w.e.f. 1.10.2019 for NOIDA- ‘A’ Category (as per Ministry of Labour, Govt. of India) for quoted rates to be enclosed with the price-bid, which will be taken as part of bid evaluation, in the absence of this, their bid will not be entertained.

8. The require consumable/spare to be arranged/supplied by the service agency. The cost of the consumable/spare plus % of overhead cost will be reimbursed to the service agency subject to maximum MRP of the item bought, and the documents in support of MRP will be submitted alongwith bill/invoice by them.
9. All routine working consumables like Cleaning cloth, Cleaning consumables, Nut Bolts, Gland packing, Gasket, Tools, Grease, Lubrication Oil, Brushes, Emery Paper, Lapping paste etc. and which are not going permanently into the installation will be deemed to be covered under the charges as quoted and will be supplied by the contractor to his workmen.

10. 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.

11. **Late tender will not be entertained.**

\[\text{Signature of the Tenderer} \]
\[\text{(Name & Designation of the authorized signatory)}\]
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 side 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 addition to any other guarantee or security whatsoever that The Employer may now or at any tome 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.

Dated ………….day of ………….2020.

For and on behalf of Bank.

Issued
Under

Signature of Tenderer with Seal
PROFORMA OF AGREEMENT  
(On appropriate value stamp paper)

This agreement made the …… day of -----two thousand twenty between the National Institute of Biologicals, A-32, Sector-62, NOIDA, (hereinafter called “NIB”) of the one part, which expression shall include his successors and assigns and M/s ……… (hereinafter called “The contractor”) which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas NIB is desirous that certain works should be executed by the Contractor, viz ………………………………………………………………………………………….……….………………………………………………………………………………………..for National Institute of Biologicals at NOIDA – 201 309 (U. P) (“the works”) and has accepted a Bid of the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnesses as follows:
1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to from and be read and construed as part of this Agreement, viz:
   a- Tender No. …………………………………………………………….. dated: …………………
   b- NIB Work Order letter No. ………………………………………………………. to M/s …………………
   c- Acceptance letter No. ……………………………………………………… dated: …………………
3. In consideration of the payment to be made by the NIB to the contractor as hereinafter mentioned, the Contractor hereby covenants with NIB to render the housekeeping/cleaning services and complete the works and remedy any defects therein in conformity in all respect with the provisions of this agreement.
4. The National Institute of Biologicals hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable at the times and in the manner prescribed by this agreement.

In Witness whereof the parties hereto have this Agreement to be executed the day and year first before written.
Signed, Sealed and Delivered by the Said ____________________________
For and on behalf of contractor

National Institute of Biologicals,
A-32, Sector -62, NOIDA. ____________________________

Signed in presence of
1. Name in block letters & signature

________________________________________________
Designation/Occupation & address

2. Name in block letters & signature

________________________________________________
Designation/Occupation & address

Signature of Tenderer with Seal