

TENDER

FOR

OPERATION AND NON-COMPREHENSIVE MAINTENANCE FOR FIRE ALARM/ DETECTION SYSTEM & PA SYSTEM, INCLUDING SUPPLY & INSTALLATION OF COMPONENTS FOR FIRE ALARM/ DETECTION SYSTEM & PA SYSTEM AS WELL AS RECTIFICATION/ MAINTENANCE OF VARIOUS ALLIED EQUIPMENTS, INSTALLED IN THE LABORATORY & ANIMAL HOUSE BUILDING AT NIB, NOIDA.

TENDER No. S.1-400/2017/NIB/ENGG(E)

- (a) Tender sale period : 03.07.2017 to 24.07.2017 upto 1600 Hrs.
- (b) The Pre-Bid meeting : 12.07.2017 at 1500Hrs.
- (c) Last Date of submission of Tender : 25.07.2017 upto 1500Hrs.
- (d) Date of Opening of Technical-Bid : 25.07.2017 at 1600Hrs.
- (e) Technically qualified bidders will be informed to be present at the time of Price-Bid opening.

Tender Cost is Rs. 525/-
(500 + 5% U.P VAT)

Name & Address of the Tenderer

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JUNE-2017



NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare, Government of India)
A-32, SECTOR- 62 (INSTITUTIONAL AREA),
NOIDA - 201 309 (U.P)

Tel. 0120-2400022, 2400072, Fax: 0120-240074, 2403014

E-mail: info@nib.gov.in , Website: http://nib.gov.in

NATIONAL INSITUTE OF BIOLOGICALS

(Ministry of Health & Family Welfare, Government of India)
Plot No.:A-32, Sector-62 (Institutional Area), NOIDA-201 309 (U.P)
Phone: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014,
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TENDER FOR OPERATION AND NON-COMPREHENSIVE MAINTENANCE FOR FIRE ALARM/ DETECTION SYSTEM & PA SYSTEM, INCLUDING SUPPLY & INSTALLATION OF COMPONENTS FOR FIRE ALARM/ DETECTION SYSTEM & PA SYSTEM AS WELL AS RECTIFICATION/ MAINTENANCE OF VARIOUS ALLIED EQUIPMENTS, INSTALLED IN THE LABORATORY & ANIMAL HOUSE BUILDING AT NIB, NOIDA.

The **NATIONAL INSTITUTE OF BIOLOGICALS (NIB)** is an autonomous Institute under the administrative control of 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 biologicals products. Presently, eight laboratories of the Institute are notified as Central Drugs Laboratory under provision of Drugs & Cosmetics Act and Rules. The 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.

1. Brief Description of Work:

One of the facilities of the National Institute of Biologicals is the Laboratory & Animal House building Complex. It is a super specialty building housing large numbers of laboratories and various types of Animals rooms. There are some other small auxiliary building, which forms part of it, called the Utilities building, Incinerator building, Storage building, Guard Post. The total area of these buildings is approximately 15000 sqm.

A well-designed Fire Alarm/ Detection system & Public Address System(PA system) for complete protection and safety of the buildings having main fire alarm terminal cabinet/panel, display unit, repeater panel, smoke detector (above false ceiling and below false ceiling), heat detector, duct detector, control relay, sprinkler flow switch, strobe and amplifier, speaker & hooter etc spread over various parts/ zones of the Laboratory & Animal House building is in place. The main control panel of fire alarm system & PA system are installed at ground floor (office area) of the Laboratory & Animal House. These systems are constructed in February 2006.

The bidders have to operate and maintain the fire alarm/ detection system & PA system, which are installed in the Laboratory & Animal building complex. These systems will run and maintain in round the clock (three shift) i.e. 24 x 7 mode.

The bidders are required to visit this building complex of NIB to see the actual installation for them selves to assess the quantum of work and their specialization before

submitting the tender. Once the tender is submitted, it will be deemed that the bidder has seen and understood the whole work involved for the various systems as stated above.

Sealed tenders are invited from experienced firms/agencies/contractors in the prescribed format for operation and non-comprehensive annual maintenance contract of the above mentioned services, installed in the Laboratory & Animal House building. A list of major equipments/ items of the systems with approx. quantity are given at **ANNEXURE-I**, and all associated accessories are deemed to be included in the scope.

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 consecutive years, ending MARCH-31, 2017 should be more than Rs.75.00 lakhs(Fill enclosed **APPENDIX-A**).

(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. MAY-31, 2017 should be either of the following ;

(i) Three similar completed works costing not less than the amount equal to Rs.10.70 lakhs.

or

(ii) Two similar completed works costing not less than the amount equal to Rs.16.00 lakhs.

or

(iii) One similar completed work costing not less than the amount equal to Rs. 21.00 lakhs.

(c) Definition of "Similar Works" i.e. the firm/agency/contractor should have rendered their services for maintenance of similar works i.e. Operation and Non-comprehensive Maintenance of Fire Alarm/ Detection system & PA system, including supply of components for fire alarm/ detection system & PA system and their installation, testing & commissioning thereof etc complete in all respect, during last 07(seven) years for any Government sector or large reputed Private sectors enterprises satisfactorily. Necessary relevant/supporting documents to this effect to be enclosed(Fill enclosed **APPENDIX-B**).

2.3(i) Copy of PAN/TIN No., Service Tax No., Income Tax Clearance Certificate to be furnished/enclosed with Technical-bid.

(ii) Firm's Registration 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. 54,000/- (Rs. Fifty four thousand only) in favour of the **National Institute of Biologicals**, payable at **Noida / New Delhi** as Earnest Money Deposit (EMD) along with original tender document for this work. EMD will be returned to the unsuccessful tenderers after award of the contract. No interest shall be payable by NIB on EMD. The EMD will be return on acceptance of work order and deposit of performance security.

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 the **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 can be downloaded from our website <http://nib.gov.in> and tender fee must be deposited with the technical-bid.

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

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

5.1 Technical-Bid (Envelope No-1)

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 condition/s in a separate sheet (**ANNEXURE-IV**). In addition, the following documents shall also be enclosed and sealed, superscript with name of the tender i.e.

(i) The Registration Certificate alongwith attested copies of work order/experience/completion certificates of carried out similar nature of works as per pre-qualification criteria particularly annual operation and comprehensive/non-comprehensive maintenance of the fire alarm/ detection system & PA system,

including supply of components for fire alarm/ detection system & PA system and their installation as well as repair, rectification and maintenance of various equipments etc type services in the Government/ Semi- Government/ PSU's or large reputed private organization etc during last 07(seven) years satisfactorily. They may also enclose the copies of work order/ completion certificates to meet the experience criteria.

(ii) The attested copies of the balance sheet/ audited statement of account 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 services i.e. FY-2014-15, 2015-16 & 2016-17.

(iii) Earnest Money Deposit.

5.2 **Price-Bid (Envelope No.2)**

The Price Bid as per Performa given in the tender document 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. 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 clarification /s 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.

The Bids with all complete relevant documents/certificates must be addressed to the **Director, National Institute of Biologicals, A-32, Sector -62(Institutional Area), NOIDA- 201309 (U.P)** and should not reach later then scheduled date & time as mentioned in the advertisement.

8. **Opening of Bids :**

- (i) Bid shall be opened in the office of this Institute at Noida, at the Prescribed time in the presence of tenderer (s) who may wish to be present on due date and time as mentioned in the tender document/NIT advertisement.
- (ii) The technical bid shall be opened first. The Price bid (Envelope No.-2) will be opened only of those tenderers whose technical bid is found to be in order and for which they shall be intimated separately about date & time by fax/ telephone.
- (iii) The bidder who has not submitted documents as per tender conditions, proper EMD, experience certificate etc. and given major deviations their tender may be treated as non responsive and their Price Bid (Envelope No.-2) shall not be opened.
- (iv) The successful firm / agency/ contractor will be intimated and contract agreement will be entered into initially for a period of one year and extendable for another two years subject to satisfactory performance. The preparation of the contract agreement with proper stamp etc. would be done by the bidder in consultation with NIB.
- (v) The firms / agencies/ contractors are required to submit their most competitive price offer on the format (**ANNEXURE-V**) in concurrence with the list of major installations/equipment, scope of work, technical specifications, terms & conditions and deviations sheet etc. enclosed herewith(**APPENDIX-A,B,C,D, E** and **ANNEXURE-I,II,III & IV**).
- (vi) The firms are also required to submit the price breakup of manpower and other major works as mentioned in the tender alongwith PRICE-BID(The minimum wages as applicable for centre should be followed for respective technical manpower).

9. Award of Contract:

- (i) NIB will award the contract to the successful bidder whose tender has been determined to be substantially responsive and determined as the lowest evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.
- (ii) Period of Contract - Initially for a period of one year, and extendable on existing rate and terms for another two years on yearly basis subject to satisfactory performance of work.
- (iii) 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 of any reason whatsoever and hence not require the whole or any part of the works to be carried out, the NIB shall give one month's 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.

(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 tender:

The NIB reserves the right to accept or reject any tender, and or to annul the bidding process and or reject all tenders 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 or the grounds for NIB's action. The NIB shall neither be liable for any such action nor be under any obligation to inform the Applicants. Successful applicant will be informed in writing or by fax.

11. Notification of Award:

11.1 Prior to the expiration of the validity, NIB will notify the successful firm in writing by speed post/ registered letter or by fax, that his tender 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, NIB will promptly release the EMDs of unsuccessful bidder(s) .

12. Signing of Contract:

At the same time NIB notifies the successful bidder that his tender 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/ Scheduled Bank) valid for 60 days beyond expiry of the contract period including extended period of contract, in the format as per **APPENDIX-F** or in the 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 done the work at the risk cost of the contractor.

14. Payment:

Contractor will submit monthly Pre-Receipt Bill/Invoice (affixing the Revenue Stamp) duly supported with necessary check list, logsheets, material bills/ vouchers etc. along with the proof of deposit of ESI, EPF and Service Tax (if applicable). NIB will make payment to the contractor within 15 days after receipt of the bill/ invoice after deduction of applicable taxes/ TDS etc. Payment will be released only after disbursement of the workers payment in their accounts directly by the contractor, under this contract only. Incomplete bill/ invoice i.e. without supporting document, will not be entertained by the Institute.

Payment for supply of materials(i.e. components/items): 70% of the total material cost to be paid against delivery of total goods(i.e. components/items) within 30 days from the date of satisfactory receipt/ acceptance of materials at site, and balance 30% will be released within 30 days after satisfactory installation, testing & commissioning thereof complete in all respect & upon successful handing over of works as enumerated under the contract, against submission of Bank Guarantee, approved by NIB.

Bill of Quantities: The bill of quantities contains items for the work to be done by the contractor. The bill of quantities is used to calculate the contract price. Its quantities are only indicative and the actual quantities will be as per site. The contractor is to be paid for the complete job work done at the rate in the bill of quantities.

This is a job work and there may be change in quantities without any limit. The rate shall remain valid for any variation in quantity. The contractor has to carryout the job work at the same rate, terms & conditions.

- 14.1 If check list log sheets and instruction 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 bill. If the contractor fails to maintain the operation and maintenance of work/services as per contract i.e. do not render the 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 In case of short deployment of manpower as given in the contract, Institute will make suitable deduction from the bills on the basis of minimum wages as applicable.
- 14.4 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 staffs are not present in uniform, a penalty @ Rs 50/per day/per person will be levied and deducted from the bill. The choice of colour of the uniform will be decided by NIB.

- 14.5 Levy/Taxes payable by contractor - Sales Tax/ VAT 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 except Service Tax (if any applicable). 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 State / 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 at 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.

16. Resolution of Dispute:

- 16.1 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. All disputes are subject to NOIDA/DELHI Jurisdiction.

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, its 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 purpose 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 or

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.
18. **Termination of Contract:** The Institute will be involved throughout in the conduct of the contract and continuously monitor the performance of the contractor. In case the performance are found unsatisfactory, the Institute has the right to terminate the contract by serving written notice of one month period. Similarly, if the contractor have to terminate the contract, he should give one month notice in writing to the Institute.

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

“Operation and Non-Comprehensive Maintenance for fire alarm system & PA system, including supply & installation of components for fire alarm/ detection system & PA system as well as rectification/ maintenance of various allied equipments, installed 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 participants 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.

General, Personnel, Technical and Financial Enquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

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.

Signed
Name
For and on behalf of

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.

1.	Name of firm:
2.	Head office address:
3.	Registered office address:
4.	Telephone: Contact:
5.	Fax : E-mail:
6.	Place of incorporation/ Year of incorporation / registration Registration No.
7.	PAN No.
8.	Service Tax Regd. No.

Application Form No.2

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.)

Application Form No.3**ANNUAL TURN OVER**

YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET(in Rs.)
2014-2015	
2015-2016	
2016-2017*	
Average Annual Turnover	

NOTE:

(i). The above data is to be supported by Audited Balance Sheets.

* **If not audited till the date of submission of tender, a Certificate from the Chartered Accountant may be submitted, along with un-audited accounts.**

Application Form No.4

**DETAILS OF COMPLETED WORKS OF SIMILAR NATURE AND COMPLEXITY
(During last 07(seven) years ending August-31, 2010);**

Sl. No.	Name of the contract	Name of the client	Brief Description of the contract	Date of Start	Date of completion as per contract	Date of actual completion	Value (Rs.)
1.							
2.							
3.							
4.							

NOTE: Please attach supporting documents for the above information.

Application Form No.5

Details of Registration with State/Central/PSU Departments

Name of the Authority/ Department with whom registered	Class in which registered	Amount for which eligible to work	Date of Registration	Validity period	Whether registration

Application Form No.6

PERSONNEL CAPABILITIES:

Sl. No.	Name & Address of the Employee	Technical Qualifications	Post Held	Date of Employment

Application Form No.7

FINANCIAL CAPABILITIES:

Financial Information in Rs. equivalent.	For Year 2014-15	For Year 2015-16	For Year 2016-17
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit Before Tax			
6. Profit After Tax			

Note: Attached Audit balance sheets for all three financial years.

ANNEXURE-I

LIST OF MAJOR INSTALLATIONS/ EQUIPMENTS INSTALLED IN THE LABORATORY & ANIMAL HOUSE BUILDING COMPLEX.

List of major installations/equipments and allied accessories of Fire Alarm/ Detection & Public Address system(PA System), installed in the Laboratory & Animal House building complex.

S.No.	Description of installation/ equipments	Quantity
1.	Main Fire Alarm Panel(M/s EST Quick Start make):	02Nos.
2.	Repeater Panel(M/s EST make)	02Nos.
3.	Fire Alarm Terminal Cabinate (M/s EST make)	09Nos.
4.	Control Relays(M/s Eagleman make)	22Nos.
5.	Smoke Detector (M/s EST make)	
	(i). Above False Ceiling	298Nos.
	(ii). Below False Ceiling	464Nos.
6.	Heat Detector(M/s EST make)	12Nos.
7.	Duct Detector(M/s EST make)	37Nos.
8.	Hooter(M/s EST make)	78Nos.
9.	Manual Call Point(M/s GS-Edwards make)	43Nos.
10.	Strobe(M/s EST make)	21Nos.
11.	Sprinkler Flow Switch(M/s EST make)	08Nos.
12.	Repeater Panel (M/s EST make)	02Nos.
13.	Annunciator Panel (M/s EST make)	01No.
14.	Magnetic Check Door	18Nos.
15.	Speaker(M/s EST make)	22Nos.
16.	PA System complete set(M/s Ahuja make)	01No.
	(i). Amplifier(03Nos.)	
	(ii).Mike Set (02Nos)	
17.	Battery, 12V, 26AH (M/s Exide make)	04Nos
18.	Printer	02Nos.
19.	Concealed control cables/ wiring alongwith trays, pipes and other misc. accessories etc connected with above mentioned system	Lumpsum

NOTE: The above list for the subject work/ service, is not exhaustive, it gives broad idea about the installed equipments/installation in the Laboratory & Animal House building.

SCOPE OF WORK

THE SCOPE OF WORK INCLUDES THE OPERATION AND NON-COMPREHENSIVE MAINTENANCE FOR FIRE ALARM/ DETECTION SYSTEM & PA SYSTEM, INCLUDING SUPPLY & INSTALLATION OF COMPONENTS FOR FIRE ALARM/ DETECTION SYSTEM & PA SYSTEM AS WELL AS RECTIFICATION/ MAINTENANCE OF VARIOUS EQUIPMENTS, INSTALLED IN THE LABORATORY & ANIMAL HOUSE AT NIB, NOIDA. SOME COMPONENTS/ITEMS AS REQUIRED AS PER TECHNICAL SPECIFICATIONS (AS MENTIONED IN PRICE-BID PART-Y) FOR RECTIFICATION/ UP-GRADATION OF THE SYSTEM. THE SCOPE OF PREVENTIVE MAINTENANCE IN GENERAL IS GIVEN BELOW FOR GUIDANCE;

(A). Fire Alarm/ Detection System;

To ensure fire protection and safety, a well deigned fire alarm/ detection system is installed in the Laboratory & Animal House Building, a total of 762 smoke detector (298 above false ceiling & 464 below false ceiling), and 12 heat detectors are installed at various strategic locations at all the three floors in the premises. The scope of work includes to the operation and maintenance of the fire alarm/ detection system installed in Laboratory & Animal House Building. All the systems shall be kept neat and clean and record the data in logbook and status report to be maintained in proper manner as per good engineering practices. They shall repair the systems in shortest possible time to keep these systems in perfect condition, keeping minimum stock of spare/consumable at site to minimize the break down time. Maintenance /repairs of the fire alarm/ detection system wiring needs to be done without any damages/ dirtiness of building. The scope of preventive maintenance in general is given below for guidance. Any other work necessary for the proper maintenance of the system as per good engineering practices will have to be done by the contractor in consultation of NIB, so as to keep the system in a trouble free operational condition.

All controllers are commonly connected to a communicator unit, which is located at the main control room no. 0061 on the ground floor(office area) of the Laboratory & Animal House. The communicator unit is linked to a desktop computer which collects the basic data and generate status report of the fire alarm/ detection system.

However, the following work/ checks are to be performed on daily/ weekly/monthly/quarterly and half yearly basis and records of all activities showing with date and time to be maintained;

1. Work to be done daily:

The fire alarm/ detection system shall be kept neat and clean and should record the data/ work performed by the technical staff deputed at site by the service agency. Check any fault if indicated on any of the panels, rectify the same immediately. Daily check of hooter for proper functioning.

2. Work to be done weekly:
To make physical inspection of all panels, battery bank back-up and other panel components atleast visually. To check functioning of sprinkler flow switch functioning.
3. Work to be done monthly:
Check the fire panel circuit of each zone from the panels. Check whether signals of fire and fault gets transmitted from zonal panel to main panel. Performance check of the hooter should be done. Performance check of manual call points. Check cleaning & tightness of electrical control panels
4. Work to be done quarterly;
Check fault circuit of each zone by actually disconnecting wire or by removing a detector. Check fire circuit by actual smoke to one detector of each zone. Cleaning of all type detectors with a cloth from outside.
5. Work to be done half yearly
Cleaning of all type of detectors with cleaner.
Note: above activity has to be divided on weekly basis for available number of detectors so that all the detectors are checked for their performance and cleaned once in six month.
Performance of system and detectors before they are cleaned.

(B). Public Address System (PA System);

A well designed Public Address System is installed in the Laboratory & Animal House Building Complex to make announcement throughout inside the building. Total 22 speakers are installed at various strategic locations at all the three floors in the premises. The scope of work includes to operation and maintenance of the PA system installed in the Laboratory & Animal House. The annunciator panel alongwith amplifier units complete, is located at the main control room no.0061 on the ground floor(office area) of the Laboratory & Animal House building.

The following work/ checks are required to be performed on daily/ weekly/ monthly/ quarterly/ half yearly basis and record of all activities with date and time to be maintained.

1. Work to be done daily:
The PA system shall be maintained functional, and should record the work performed by the technical staff deputed at site by the contractor. Check the healthiness of the system on daily basis.
2. Work to be done weekly:

To make physical inspection of control panels, amplifiers, announcer panel and speakers and power supply and allied accessories etc connected with the system.

3. Work to be done monthly:
Check the functionality of each zonal control panel to keep the system in functional condition. Cleaning of amplifiers, and speakers by vacuum/ air blower from out side.
4. Work done quarterly:
Servicing of announcer panel, amplifiers, speakers and other allied accessories complete as per good engineering practices.
5. Work done half yearly:
Service and overhauling of the Public Address System as per OEM's manual.

C. Procurement of Materials (i.e. supply of components/items).

The Employer will not supply any component/item required for the works under this contract. The contractor must, therefore, make his own arrangement for timely procurement, supply, and further installation, testing & commissioning thereof complete in all respect at site. The details of the components/items to be supplied by the contractor are given in Price-Bid(ANNEXURE-V). All works i.e. supply, installation, testing & commissioning thereof etc will be done by the contractor and will be completed within 60 days from the date of issue of this order. The contractor may begin the work on the start date and is to carry out the works in accordance with the program submitted by him, as updated with the approval of the engineer, and complete them by the intended completion date i.e. 60 days from the date of commencement. NIB will not provide Road Permit Forms etc for bringing the materials at NOIDA site. The contractor has to make his own arrangement for such permit well in advance.

The contractor shall supply two complete sets of process Description of work to be carried out by them alongwith brochure of components/items, source of availability etc. and also submit two copies of the same after completion of work with necessary amendments if any.

Payment for supply of materials: 70% of the total material cost to be paid against delivery of total goods(i.e. components/items) within 30 days from the date of satisfactory receipt/acceptance of materials at site, and balance 30% will be released within 30 days after satisfactory installation, testing & commissioning thereof complete in all respect & upon successful handing over of works.

Note: The quoted rates/prices for the materials(i.e. components/items) shall be complete in all respect including all taxes, cess, duties, levies, octroi, statutory levies applicable from time to time etc. The contractor should quote his rates/prices accordingly for the complete items in all respect.

The General Terms & Conditions for Operation and Non-Comprehensive Maintenance for Fire Alarm/ Detection system & PA system, including supply & installation of components for Fire Alarm/ Detection system & PA system as well as rectification/ maintenance of various allied equipments etc, installed in the Laboratory & Animal House Building at NIB, NOIDA.

1. The tender is for proper operation and comprehensive/ non-comprehensive maintenance work of the fire alarm/ detection system & PA System of the Laboratory & Animal House has to be done by the skilled and experienced person in respective fields.
2. **The bidders are required to visit the installation site and satisfy themselves before submitting their bids..**
3. The equipment shall be handled & operated through trained and qualified skilled and experienced staff having relevant license and supporting documents.
4. All the tools & tackles etc. required for day-to-day maintenance shall have to be arranged by the contractor. The list of these tools and tackles will be given initially by contractor and finalized in consultation with NIB. Any other requirement will be arranged by contractors from their own source.
5. The bidder has to arrange consumable/spare parts for break down as well as preventive maintenance. All spare parts shall be original and procured from authorized dealers only.
6. Logbooks and complaint books for complaint shall also be arranged by the contractor and keep the daily records of entries of visitors etc from the date of start of work & all parameters shall be recorded systematically by the staff.
7. All minor and major consumable items will be arranged by the bidder as per requirement of operation and maintenance manual and good engineering practices so as to keep the equipment useful for its life only. A minimum quantity of spare/consumable for routine maintenance shall be kept at NIB site to minimize time of break down maintenance. For preventive maintenance a schedule along with required spare parts/consumable will be made by the contractor, for whole year period of the contract. The spare/consumable shall be made available accordingly.
8. Contractor shall deploy 01(one) Supervisor (having three years diploma in electrical/ electronics & telecommunication engineering course with good experiences in operation & maintenance of fire alarm/ detection system & PA system, and 01(one) Supporting Staff (having minimum 12th pass with experiences in operation &

maintenance of the fire alarm/ detection system & PA system) during round the clock i.e. 24x7 mode to operate & maintain the complete system, and generate the data/report etc., for day to day as per NIB's requirements.

However, atleast, the following minimum technical manpower (qualified & experienced) shall be deployed by the bidder at site in round the clock(three shift) i.e. 24x7 mode;

- (a). 01(one) Supervisor (Highly Skilled) :The candidate should have three diploma in electrical/ electronics & telecommunication engineering course with relevant experience in operation & maintenance of fire alarm/ detection system & PA system.
- (b). 01(one) Supporting Staff(Skilled) :The candidate should have 12th pass with good experience in operation & maintenance of fire alarm/ detection system & PA system.

Apart from the above, an authorized official of NIB be included in selection process of technical manpower to be deployed at site by the contractor under this work contract agreement.

- 9. 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.
- 10. The contractor shall employ only such persons whose antecedents are satisfactory. The contractor to NIB before actual engagement of personnel on the work shall submit bio-data of the staff engaged.
- 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. 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.
- 13. 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.

14. 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.
15. The firm shall be fully responsible for any liability/ compensation in case of any accident or otherwise, any untoward incident at his own risk for the staff deputed by firm and department shall not give any compensation.
15. Timing may change according to the site requirement.
16. The rates shall be inclusive of Sales Tax, Excise Duty, Work Contract Tax or any other taxes, duties, levies etc except Service Tax. Even if there are any variations in these during the contract period, the rate shall remain unchanged and no additional payment can be claimed by the contractor.

The price break-up based upon the minimum applicable daily wages for the quoted rates to be enclosed with the Price-bid which will be taken for bid evaluation.
17. The tender shall be remaining valid for acceptance for a period of 120 days from the date of opening.
18. NIB shall have the sole authority to accept or reject any tender in part or whole without assigning any reason.
19. 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.
20. Rates should be quoted in figure as well as in words in the Performa enclosed herewith in **ANNEXURE-V**.
21. No addition/ alteration/ deletion in the tender are allowed.
22. The authorized signatory of the firm should sign all pages of the tender and schedules attached as a token of their acceptance. Any deviation or departure, if desired by the bidder, is to be clearly mentioned giving item no. & page no. and reason for deviation/ departure in **ANNEXURE-IV** attached for this purpose and they can add more sheets in the same format as per their requirement.
23. Late tender/ unsigned tenders/ quotations may be rejected.
24. The tender should be delivered in the **TENDER-BOX** provided in NIB's Administrative building for this purpose on or before the due date & time. Any delay in postal service for delivery may get rejection of tender for opening.
25. Electricity and water as available for this work will be provided by NIB free of cost.

26. Income tax and works contract tax etc will be deducted by NIB at source as per the rules from the running bills.
27. The necessary insurance shall be taken by contractor to protect the contractor against all claims applicable for the workmen's compensation act, 1984, to 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.
28. 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.
29. The contractor and his deputed technical staff are required to follow NIB security norms strictly.
30. Daily attendance of contractor's deputed staff shall be maintained by the contractor and if NIB wishes to see the same, the shift in charge shall make it available to NIB for inspection.
31. It must be ensured by the contractor that no damage/ loss shall be caused to the properties of Institute by their act.
32. The Director, NIB reserves the irrevocable authority to accept or reject any/all tender without assigning any reasons.
33. All disputes are subject to NOIDA/DELHI Jurisdiction.
34. The services are required initially for a period of one year. The contract may also be extended on mutual consent subsequently. The contract may be terminated at any stage solely at the option of NIB with an advance notice of one month without assigning any reason.
35. The attested copies of the balance sheet/audited statement of accounts or any other relevant document to prove the minimum average annual turn over in preceding last three financial years to be submitted with technical-bid. The same details also be filled in the proforma(**APPENDIX-A**).
36. **Payment for supply of materials:** 70% of the total material cost to be paid against delivery of total goods(i.e. components/items) within 30 days from the date of satisfactory receipt/acceptance of materials at site, and balance 30% will be released within 30 days after satisfactory installation, testing & commissioning thereof complete in all respect.

37. The employer will not supply any component/item required for the works under this contract. The contractor must, therefore, make his own arrangement for timely procurement, supply, and further installation, testing & commissioning thereof complete all respect at site. The all works i.e. supply, installation, testing & commissioning thereof etc will be done by the contractor and will be completed within 60 days from the date of issue of the this work order. Location where the work has to be executed.

NATIONAL INSTITUTE OF BIOLOGICALS

(Ministry of Health & Family Welfare)

Plot No: A-32, Sector-62(Institutional Area),NOIDA - 201 309 (U.P)

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).

S.No.	Item No. & Page No.	Details of Departure	Reason for Departure

Seal & Signature of the Tender

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

PRICE-BID

(This ANNEXURE-V has to be photo copied, and then fill-up the rates/prices quoted on the photo copy only, and shall be duly signed and stamped by the authorized signatory, and enclosed in Envelope No. 2). The original ANNEXURE-V without filling the price shall be enclosed in Technical-bid(Envelope No.1) as a token of acceptance of this proforma.

PRICE OFFER FOR "OPERATION AND NON-COMPREHENSIVE MAINTENANCE FOR FIRE ALARM/ DETECTION SYSTEM & PA SYSTEM, INCLUDING SUPPLY & INSTALLATION OF COMPONENTS FOR FIRE ALARM/ DETECTION SYSTEM & PA SYSTEM AS WELL AS RECTIFICATION/ MAINTENANCE OF VARIOUS ALLIED EQUIPMENTS, INSTALLED IN THE LABORATORY & ANIMAL HOUSE AT NIB, NOIDA" as per aforesaid tender document including APPENDIX-A,B,C, D, E & ANNEXURE -I, II, III & IV.

PRICE-BID PART- X :

S.No.	Description of work	Amount(in Rs.)
	Operation and Non-Comprehensive Maintenance for Fire Alarm/ Detection system & PA system, including supply & installation of components for Fire Alarm/ Detection system & PA system as well as rectification/ maintenance of various allied equipments, installed in the Laboratory & Animal House at NIB, NOIDA.	
1(A).	(Monthly Activity): (i) Charges including all taxes and levies except Service Tax, for round the clock (three shift) i.e.24x7 mode per month.	Rs.....p.m.
(B).	(One Time Activity): (i). Charges(including all Taxes and Levies except Service Tax) for repair & maintenance of 02(two) Main Fire Alarm Panel of M/s EST Quick Start make at OEM's service center so as to make the system operational. (ii). Charges(including all Taxes and Levies except Service Tax) for Repair & maintenance of 01(one) Amplifier, Model No.AHUJA SSA-100M of M/s AHUJA make at OEM's service center so as to make the system operational.	Rs..... Rs.....

	<p>(iii). Charges (including all Taxes and Levies except Service Tax)for Repair & rectification of Fire Alarm/Detection System(after installing the components mentioned at Price-Bid Part-Y, S.No. 1, so as to make the whole system operative).</p> <p>(iv). Charges(including all Taxes and Levies except Service Tax) for Repair & rectification of Public Address System(after installing the components mentioned at Price-Bid Part-Y, S.No.2, so as to make the whole system operative).</p> <p>(v). Sub-Total of S.No. 1(B)(i+ii +iii+iv)</p> <p>(vi). Proportionate Monthly charges (including all taxes and levies except service tax) for above works{ i.e. 1(B)(i) + (ii) +(iii)+(iv)divided by 12}.</p>	<p>Rs.....</p> <p>Rs.....</p> <p>Rs.....</p> <p>Rs.....p.m.</p>	
2.	<p>Service Tax @% { i.e. on total of 1(A)(i) + 1(B)(vi)}</p>	Rs.....p.m.	
3.	<p>TOTAL of S.No. 1(A)(i) +1(B)(vi)+S.No. 2</p>	Rs.....p.m.	
4.	<p>% Overheads over the Bill Value to be charged by the Bidder in case he needs to procure spares /consumable(as per site requirement, ANNEXURE-I) 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-imburement of the bill. [Please note that all charges like procurement cost, cartages and insurance etc will be deemed to be covered under the % overheads to be charged by the contractor]. To be quoted in % only.</p>% over the bill value.	
5.	<p>Value of overhead cost for Bid Evaluation purposes assuming annual spares consumption of Rs. 2.00 lakh =.....% of Rs.2.00 lakh (inclusive all taxes).</p>	Rs.....	

6.	Total of S.No. 3 + (S.No. 5 divided by 12) for evaluating the lowest bid	Rs.....
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Total charges: (Rs in figures).....per month.

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

The total amount(Rs. in figures).....per year.

The total amount(Rs in words).....per year.

PRICE-BID PART- Y :

S.No.	Description of Item/Bill of Quantities	Unit	Qty	Rate(in Rs.)	Amount(in Rs.)
1.	<p>For Fire Alarm/ Detection System: Supply at site, installation, testing & commissioning including all taxes/duties /levies etc of the following components /items as required as per technical specifications complete in all respect with one year warrantee.</p> <p>(i). Repeater Panel of M/s EST make.</p> <p>(ii). Manual Call Point(MCP) of GS-Edwards make.</p> <p>(iii). Smoke Detector M/s EST make.</p> <p>(iv). Heat Detector of M/s EST make.</p> <p>(v). Duct Detector of M/s EST make.</p> <p>(vi). Hooter of M/s EST make.</p> <p>(vii). Sprinkler Flow Switch</p>				
		No.	02		
		No.	10		
		No.	40		
		No.	04		
		No.	10		
		No.	10		
		No.	02		

	of M/s EST make.				
	(viii). Strobe of M/s EST make.	No.	05		
	(ix). Control Relays, 24V of M/s Eagleman make.	No.	05		
	(x). Battery, 12V, 26AH of Exide make.	No.	04		
2.	For Public Address System(PA System) :				
	Supply at site, installation, testing & commissioning including all taxes/duties /levies etc of the following components/items as required as per technical specifications complete in all respect with one year warrantee.				
	(i). Speaker of M/s EST make.	No.	05		
	(ii). Desk Top Computer, Intel core i7 vPro, Memory: 4GB or higher expendable upto 64GB, 19.5" or higher TFT LCD Monitor, 104Keys OEM Keyboard, OEM Optical scroll Mouse with pad(USB interface), 6USB ports or more, 1 Display port, 1Serial Port, audio port for microphone and headphone in front, Video: Intel integrated HD graphic controller, Dual layer DVD writer, Inbuilt speaker, Network connectivity: 10 /100 /1000 on board integrated gigabit port, Windows 10 professional (64bit) OS certification(pre-loaded), ROHS compliance of	No.	01		

	M/s hp make.				
	TOTAL (1 +2)				

Total Amount: Rs(in figure).....only.

Remarks: Bidders are requested that may indicate the price on the following terms **(i)** Price: FOR NIB, NOIDA basis **(ii)** Taxes: Sales Tax/CST without form C/D **(iii)** Payment for supply of above materials(i.e. components/items), 70% of the total material cost will be paid against delivery of total goods(i.e. components/items) within 30 days from the date of satisfactory receipt/acceptance of materials at site, and balance 30% will be released within 30 days after satisfactory installation, testing & commissioning thereof complete in all respect at NIB, NOIDA **(iv)** Delay delivery discount: Delayed delivery of all or any such component/item(s) in which event the purchase shall be entitled to a discount on or reduction of the contract price in sum equivalent of 1% of the value of component/item delivered late for each week or part of a week of delay, subject to a maximum of 10% of undiscounted/unreduced contract price for the relative component/item and or risk purchase will be affected at your risk and expenses.

Dated:

Name & Signature of bidder

NOTES: -

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 central minimum daily wages on the date of offer.

The percentage and amount of taxes & duties must be specified in the Price-Bid. Any vague term i.e. as applicable, as per Government norm etc will not be entertained.

2. If the contractor/ service agency fails to complete the rectification work within the stipulated time period or time period extended by the Institute (if any), liquidated damages @ 1% per week of delay in completion of work subject to maximum 10% of the total contract value shall be deducted/ recovered from the agency.
3. **The tender not fulfilling the central minimum wages criteria shall be rejected.**
4. Minimum wages (as per CLC's order vide No. 1/13(3)/2017-LS-II/dated 17.03.2017, Central Sphere, Government of India, w.e.f. 01.04.2017 onwards) 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 NOIDA (U.P).

5. 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.
6. **The cost break-up based upon the current Government of India/Central Sphere minimum daily wages (applicable in NOIDA, UP) for quoted rates to be enclosed with the price-bid, which will be taken for bid evaluation.**
7. **The deployment of technical manpower to be done at NIB site in three shift of 08(eight) hours each , in round the clock i.e. 24x7 mode.**
8. **The rates to be quoted for per shift of 08(eight) hours per person basis.**
9. The contract period will be initially one year 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.
10. In case of non-comprehensive maintenance contract, all routine consumable like brazing material, cleaning brush/cloth, screw & connecting wires etc and tools & tackles/measurement instruments , and Log-Book/Register etc will be deemed to be covered under the charges as quoted under Column-1 (i.e. non-comprehensive)and will be supplied by the contractor.
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 recommendation 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 required consumable/spare to be arranged/supplied by the service agency. The cost of the consumable/spare plus % of over head cost will be reimbursed to the service agency subject to maximum MRP of the item bought, on submission of bill/invoice along with supporting bill for purchase of material. Service tax if applicable on service charges/overhead will also be reimbursed.

NIB is not bound to purchase the spare part/ consumables from the contractor only. If required NIB will provide the spare parts and the contractor has to replace the damage part without extra cost during the whole contract /or extended contract period.

**Signature of the Tenderer and seal
(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
Ministry of Health & Family Welfare
Plot No. A-32, Sector- 62(Institutional Area),
NOIDA-201 309(U.P)

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 tilland 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.

Datedday of2017.

For and on behalf of the Nationalized/Scheduled Bank.

Issued
Under
Seal