



**No.A.19-124/2016-NIB**  
**NATIONAL INSTITUTE OF BIOLOGICALS**  
Ministry of Health & Family Welfare, Govt. of India  
A-32, Sector – 62, NOIDA – 201307 U.P.  
**Phone: 0120-2400022 / 72 Fax: 0120-2403014.**

**TENDER NOTICE**

**The National Institute of Biologicals, an autonomous Institution under the Ministry of Health & Family Welfare, Government of India, having a mandate of quality of the Biologicals and Vaccines in the Country.**

Offers in sealed cover are invited from reputed, experienced and financially sound manpower providing Agencies/Firms/Companies to enter into a contract for providing various types of manpower, numbering more than 100 at National Institute of Biologicals, Noida. The detailed terms and conditions, profile of the job, educational qualifications, experience etc. may be seen on the NIB website [www.nib.gov.in](http://www.nib.gov.in) with effect from 01.11.2016 onwards. The tenders can be downloaded from the Institute's website and can also be obtained from NIB on payment of a non-refundable tender fee of Rs.1050/- (including UP VAT) during office hours (10.00 AM to 05.00 PM) up to 21.11.2016 .

**The last date of Submission and Opening of the Tender will be on 22.11.2016 at 3.00 p.m. and 3.30 p.m. respectively.**

**Director**

**F.No.A.19-84/2009-NIB**  
**NATIONAL INSTITUTE OF Biologicals**  
**(Ministry of Health & Family Welfare)**  
**Noida, U.P.**  
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**Dated: 30.10.2016**

**Notice Inviting Tender**

Sealed Tenders are invited under Two Bid System, i.e., Technical Bid and Financial Bid by the Director, NIB from reputed, experienced and financially sound manpower-providing Agencies/Firms/Companies to enter into a contract for providing services of various types of manpower to perform job assigned to Consultants, Bench Chemists / Biologists, Technical Associates, Data Entry Operators, Laboratory/Animal Attendants / Office Attendants(MTS) at National Institute of Biologicals(NIB), Noida for an initial period of 12 months which is further extendable for another 2 years on the basis of satisfactory performance of the Company/Firm/Agency.

**2. Schedule:-**

<b>Sl No</b>	<b>Description</b>	<b>Date &amp; Time</b>
i	Sale of Tender Documents	From 01-11-2016 to 21-11-2016 (During all working days/hours)
ii	Last date & time for Submission of Tenders	22-11-2016 at 3.00 PM
iii.	Date & time for opening of Technical Bid	22-11-2016 at 3.30 PM
iv	Place of opening of the Tender	NIB, Noida
v.	Date and Time for opening of Financial Bids for technically qualified bidders	To be decided by NIB and intimated to the responsive bidders
vi	Validity of tenders	120-days from the date of opening of the Technical Bid.

3. Tender documents can be obtained from the Accounts Section, NIB, A-32, Sector-62 Noida either on payment of Nonrefundable tender fee of Rs. 1050/ (Rupees One Hundred Fifty only) including UP VAT in the form of a Demand Draft in favor of National Institute of Biologicals or on payment of cash on all working days from 01-11-2016 to 21-11-2016 between 10.00 a.m. to 5.00 p.m. The tender documents can also be downloaded from the website of the Institute, [www.nib.gov.in](http://www.nib.gov.in) and can be submitted along with the tender fee in the form of a demand draft of Rs.1050/-in favor of National Institute of Biologicals, Noida towards the cost of tender documents.
4. The interested and eligible Companies/Firms/Agencies may submit their tender document complete in all respect along with the Earnest Money Deposit (EMD) of Rs.10.00 lakh (Rupees Ten lakh only) and other requisite documents by 22-11-2016 upto 3.00 p.m. in the Tender Box

kept at NIB Reception. The late tenders shall not be entertained after the given date and time under any circumstances whatsoever.

5. The NIB reserves the right to amend /withdraw any of the terms and conditions in the Tender Documents or to reject any or all tenders without giving any notice or assigning any reason thereof. The decision of the Director, NIB in this regard shall be final and binding on all.

For or on behalf of the Director  
NIB

The National Institute of Biologicals (NIB) is an autonomous Institute under the administrative control of Ministry of Health & Family Welfare, Government of India. The Institute is located at A-32, Sector-62, NOIDA, Uttar Pradesh in an area of 74,000 Sq. M. The mandate of the Institute is to ensure safety, potency and standard supply of Biological and Biotherapeutic products, both imported and manufactured indigenously, as per Pharmacopoeial specifications, collaborate with Indian and other Pharmacopoeia in finalizing the specifications, train personnel in the public and private sectors, prepare National Reference Standards, collaborate with other Scientific Institutions in upgrading technologies and keeping abreast of scientific advances made in the field of quality assessment of Biological and Biotherapeutic products.

**I. Scope of Work and General Instructions for Tenderers.**

- i. The NIB requires the services of a reputed, experienced and financially sound Company/Firm/Agency for providing manpower to perform jobs assigned to Consultants, Bench Chemists / Biologists, Technical Associates, Data Entry Operators, Laboratory/Animal Attendants / Office Attendants(MTS) at National Institute of Biologicals(NIB), Noida for an initial period of 12 months which is further extendable for another 2 years on the basis of satisfactory performance of the Company/Firm/Agency. The contract is likely to commence from the date of deployment of the contractual manpower in NIB.
- ii. The period of contract shall be for an initial period of one year which may be extended on year to year basis and subject to satisfactory performance of the Company/Firm/Agency. However, the contract may be curtailed/terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or induction of regular manpower in this Institute, as the case may be. The Institute also reserves the right to terminate the contract at any time after giving 30 days' notice to the selected Company/Firm/Agency.
- iii. This Institute requires contractual manpower of various categories, the details of which have been given in **Annexure-I**.
- iv. The nature of services required shall include performing duties and responsibilities in the Laboratories / Departments/Sections at National Institute of Biologicals, A-32, Sector 62, Noida (UP) and such other duties as may be assigned to the contractual manpower, by the Competent Authority, from time to time.
- v. The interested Company/Firm/Agency may submit the tender document, complete in all respects, along with Earnest Money Deposit (EMD) of Rs.10.00 lakh (Rupees Ten Lakh only) in favour of the National Institute of Biologicals, Noida.
- vi. The tenders have been invited under two bid system, i.e., Technical Bid and Financial Bid. The interested Companies /Firms /Agencies are advised to submit two separate sealed envelopes clearly super-scribing "**Technical Bid**" for providing manpower and "**Financial Bid**" for providing manpower. Both the sealed envelopes should be kept in a third sealed envelope super-scribing "**Tender for Providing Manpower in NIB**".

- vii. The Earnest Money Deposit (EMD) of Rs 10.00 lakh (Rupees Ten Lakh only) should necessarily be accompanied with the **Technical Bid** of the Company/Firm/Agency in the form of a Demand Draft/Pay Order from any of the Nationalized/ Scheduled Bank drawn in favour of the 'National Institute of Biologicals', payable at Noida/Delhi and valid for a period of 90 days from the date of submission. Bids not accompanied by either the requisite Tender Fee (if downloaded) or the Earnest Money of the requisite amount with proper validity will be summarily rejected.
- viii. The successful tenderer will have to deposit a Performance Security Deposit @ 10% of the total annual value of the contract within 15 days from the date of issue of the formal Work Order by NIB. The Performance Security Deposit will be furnished in the form of a Demand Draft or Bank Guarantee drawn in favour of the National Institute of Biologicals, Noida.
- ix. The Performance Security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations under the contract and renewed from time to time as per contract valid, as the case may be.
- x. The tendering Company/Firm/Agency is required to enclose attested/ duly authenticated photocopies of the following documents along with the Technical Bid failing which their bids shall be summarily/out rightly rejected and will not be considered further :-
  - (a) PAN/GIR No.
  - (b) Service Tax Registration No.
  - (c) E.P.F. Registration No.
  - (d) E.S.I. Registration No.
  - (e) Registration with the concerned authority for deployment of manpower.

## **II. Pre-qualifications**

- (i) Pre-qualification will be based on meeting the following minimum criteria regarding the Company/Firm/Agency's experience, personnel and financial position, etc.
  - (a) Average annual financial turnover for similar works during the last three financial years, ending March 31, 2016, i.e., 2013-14, 2014-15 and 2015-16, should be more than Rs. **10.00 Crore** per annum. (Relevant certified copies of the Annual Accounts to be enclosed)
  - (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., October, 2016 should be any of the following :
    - (i) Three similar completed works costing not less than the amount equal to Rs. 2.00 Crore each.  
or
    - (ii) Two similar completed works costing not less than the amount equal to Rs. 3.00 Crore each.  
or
    - (iii) One similar completed work costing not less than the amount equal to Rs. 4.00 Crore.

**NB:- However, for evaluation purposes, proportionate annual value of the work order will be reckoned.**

Definition of "Similar Works" – the Company/Firm/Agency should have rendered their services for providing Contractual Manpower of similar nature to any Government Departments/PSUs or large reputed private sectors enterprises satisfactorily. Necessary relevant documents to this effect shall have to be enclosed.

- (c) The Service Provider Company/Firm/Agency should have at least five years' experience in providing manpower to Government Departments or Public Sector Companies/Banks or reputed large private sector etc.
- (d) An Affidavit stating that the Company/Firm/Agency is not/has not been black listed ever by Central/any State Government/PSU (Attach attested copy).
- (ii) **Conditional bids shall not be considered and will be out rightly rejected at the very first instance.**
- (iii) All entries in the tender form should be legible and filled clearly; if the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the Company/Firm/Agency and to be submitted along with the Technical Bid.
- (iv) The envelope containing Technical Bid shall be opened first on the scheduled date and time, i.e., at 3.30 PM on 22-11-2016 in the National Institute of Biologicals, A-32, Sector-62, Noida in presence of the representatives of the Company/Firm/Agency, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by a Bid Evaluation Committee of NIB. Financial Bids of such technically qualified, eligible bidders only meeting all the requisite criteria shall be opened on a date & place to be intimated by NIB in presence of responsive bidders, if any, who wish to be present.
- (v) The Competent Authority, i.e., the Director, NIB reserves the right to annul any or all the bids without assigning any reason.
- (vi) The bidder shall quote the Technical & Financial Bids as per the formats enclosed at **Annexure-II & III** only.

### **III. PRE-BID MEETING**

A Pre-Bid meeting will be held on 10.11.2016 at 11.00 a.m. at NIB. Those Service Provider Company/Firm/Agency or their Agents who wish to be present may attend the said meeting.

### **IV. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANAY/ FIRM/ AGENCY**

The tendering Service Provider Company/Firm/Agency shall fulfill the following technical specifications:-

1. The Registered Office or one of the Branch Offices of the Service Provider Company/Firm/Agency should be located either in Delhi/New Delhi or NCR .

2. The Service Provider Company/Firm/Agency should be registered with the appropriate registration authority for such purposes.
3. The Service Provider Company/Firm/Agency should have at least 5 (five) years' experience in providing manpower to Government Departments or Public Sector Companies/Banks or large reputed Private Sector etc.
4. The Service Provider Company/Firm/Agency should have its bank account in the name of the Company/Firm/Agency in any Commercial Bank.
5. The Service Provider Company/Firm/Agency should be registered with Income Tax and Service Tax departments.
6. The Service Provider Company/Firm/Agency should be registered with appropriate authorities under Employee's Provident Fund (EPFO) and Employee's State Insurance Acts (ESIC).

Non-compliance with any of the above conditions by the Service Provider Company/Firm/Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be summarily rejected.

## **V. TERMS AND CONDITIONS**

### **A. General**

- i. The contract will commence from the stipulated date as specified by NIB after placing the work order and will initially continue for a period of 12 months which may be extended, subject to satisfactory performance of the services by the Service Providing Company/Firm/Agency, by another two years or as may be decided by/with the approval of the competent authority. In case of extension of the contract, the remuneration of the contractual manpower may be suitably increased as may be decided by the competent authority. The period of contract may, however, be curtailed or terminated by NIB owing to deficiency of service, sub-standard quality of the manpower deployed, breach of contract, reduction or cessation of the requirements of work, as the case may be.
- ii. The Director, NIB reserves the right to terminate the contract during initial period also after giving 30 days' notice to the Contracting Company/Firm/Agency.
- iii. The contract shall automatically expire after 12 months from the date of commencement of the contract unless extended further by NIB.
- iv. The Contracting Company/Firm /Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Company/Firm /Agency, whatsoever.
- v. The Tenderer will be bound by the information furnished to NIB at the time of submitting the tender or at subsequent stage. In case, any such documents

furnished by it are found to be false at any stage, it would be deemed to be a breach of terms and conditions of contract making it liable for legal action, besides, termination of contract.

- vi. Financial bids of only those tenders who are declared technically responsive shall be opened and evaluated.
- vii. The Contracting Company/Firm/Agency shall ensure that the manpower deployed in NIB conforms to the eligibility conditions of age, educational and professional qualifications, etc. and experience prescribed in the Tender Document. However, the selection of contractual manpower shall be decided by a Committee as approved by the competent authority of NIB so as to provide the required manpower having sufficient scientific and technical competence and experience.
- viii. The manpower deployed by the Company/Firm/Agency shall be required to work normally as per the NIB working days, i.e., from Monday to Saturday from 09.00 hrs to 17.30 hrs with half an hour lunch break from 13.00 hrs to 13.30 hrs. However, in the event of exigency/urgency of work in public interest, the manpower so deployed will also be called upon to work late or on holidays including Sundays for which no extra remuneration will be paid.
- ix. The contracting Company/Firm/Agency shall furnish the following documents in respect of the persons who will be deployed at NIB, Noida before the commencement of work:
  - a) List of persons shortlisted by the Agency for deployment in NIB containing their full details such as date of birth, marital status, address, educational and profession qualification, experience, Pan Card/Aadhar Card for his/her address proof etc.
  - b) Bio-data of the person with a photograph affixed.
  - c) Character Certificate from a Gazetted Officer of the Central/State Government.
- x. In case, the person deployed by the successful Company/Firm/ Agency commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence and security risk, the successful Company/Firm/ Agency will be liable to take appropriate disciplinary action against such persons, including their removal from work, if required by the NIB within 2 days of being brought to their notice. In such an eventuality, the Company/Firm/ Agency shall provide a suitable substitute in consultation with NIB within a week.
- xi. The Service Provider shall provide Identity Cards to all the hired manpower so deployed in NIB carrying the photograph of the person and such personal information as name, date of birth, designation and identification mark etc.



- xii. The Service Provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in NIB.
- xiii. The Service Provider shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks, Paan / Paan Masala and smoking of Bidi / Cigarettes, loitering without work etc.
- xiv. In case, a person deployed is absent on a particular day or comes late/leaves early on three occasions, one day's wage shall be deducted from the monthly payment of such person. In case of repetition of such instances, clause (xvi) will be applicable.
- xv. The Company/Firm/ Agency shall depute a Coordinator who would be responsible for immediate interaction with NIB so that optimal services of the persons deployed by the Company/Firm/ Agency could be availed without any disruption.
- xvi. The selected Company/Firm/ Agency shall ensure that the attrition rate of manpower does not exceed more than 5% in a year. The selected Company/Firm/ Agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the Company/Firm/ Agency in providing a substitute beyond 15-days shall attract liquidated damages @ Rs.500/- per such case/per day, subject to a maximum of 10% of the remuneration payable per such cases, on the Service Providing Company/Firm/Agency, besides deduction in payment on pro-rata basis.
- xvii. It will be the responsibility of the Service Providing Company/Firm/Agency to meet all other contingency expenses, i.e., transportation, food, medical etc in respect of the manpower deployed by the Agency in NIB and NIB will have no liabilities in this regard, whatsoever.
- xviii. For all intents and purposes, the Service Providing Company/Firm/Agency shall be the Employer within the meaning of different labour Legislations in respect of manpower so deployed in NIB. The manpower deployed by the Agency in the NIB shall not have any claims of Master and Servant relationship nor have any principal and agent relationship with NIB.
- xix. The Service Providing Company/Firm/Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to manpower deployed in NIB. The NIB shall, in no way, be responsible for settlement of such issues, whatsoever.
- xx. The NIB shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by Service Providing Company/Firm/Agency during the course of their performing the functions/duties, or for any payment towards any compensation, as the case may be.

- xxi. The manpower deployed by the Service Providing Company/Firm/Agency shall not have any claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular employees of NIB either during or after expiry of the contract.
- xxii. In case of termination of this contract on its expiry or otherwise, the manpower deployed by the Service Providing Company/Firm/Agency shall not be entitled to, and, will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity in NIB.

## **B. FRAUD AND CORRUPT PRACTICES**

- I. The Company/Firm/ Agency and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, NIB may reject the bid without being liable in any manner, whatsoever, to the Company/Firm/ Agency, if it determines that the Company/Firm/ Agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the said Company/Firm/ Agency shall not be eligible to participate in any tender issued by NIB for a period of 2 (two) years from the date such Company/Firm/ Agency is found/declared guilty by NIB.
- II. For the purposes of this clause 1, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the LOA or after the executive of the Agreement, as the case may be, any person in respect of any matter relating to this contract or the LOA or the Agreement, who at any time has been or is legal, financial or technical advisor of the Authority in relation to any matter concerning the said contract;
  - b) “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c) “ Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding process;
  - d) “Undesirable Practice” means(i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of Interest; and

- e) 'Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Company/Firm/ Agency with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

### **C. LEGAL**

- i. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund (EPF), and Employees State Insurance Act (ESI), etc. in respect of the manpower deployed in NIB. The Institute will reimburse the statutory contributions, as per the extant laws, paid by the Agency in respect of the manpower deployed in the Institute.
- ii. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to NIB to concerned tax collection authorities from time to time as per the extant rules and regulations on the matter.
- iii. The Service Provider shall maintain all statutory registers under the applicable laws. The Company/Firm/ Agency shall produce the same, on demand, to the concerned authority of NIB or any other authority under Law.
- iv. The Tax Deduction at Source (TDS) in respect of manpower so deployed shall be deducted as per the provisions of Income Tax law, as amended from time to time, and a certificate to this effect shall be provided by the Company/Firm/ Agency.
- v. In case, the Tendering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof NIB is put to any loss, obligation- monetary or otherwise, NIB will be entitled to get itself reimbursed out of the outstanding bills of the Company/Firm/ Agency or the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.
- vi. All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by NIB. The decision/award shall be final and binding on both the parties. The Arbitration shall be governed under the Indian Arbitration and Conciliation 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 venue of arbitration will be Noida/Delhi.
- vii. The Institute reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

### **D. FINANCIAL**

- i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs 10.00 lakh (Rupees Ten Lakh only), in the form of a Demand

Draft/ Pay Order drawn in favour of National Institute of Biologicals, Noida failing which the tender shall be rejected out rightly.

- ii. The EMD in respect of the Agency/Company/Firm which does not qualify the Technical Bid (First Stage) and unsuccessful bidders shall be returned without any interest.
- iii. Further, if the Agency finally selected fails to enter into contract/deposit the requisite amount of performance security, within 15 days from date of placing the order, the amount of EMD shall stand forfeited without giving any further notice.
- iv. Bids, offering rates which are lower than the Minimum Wages (as applicable to Central Government orders) for respective categories (Noida is falls under A category of the Central Minimum Wages) will be rejected.
- v. The successful Tenderer will have to deposit a Performance Security Deposit@ 10% of the total annual value of the contract, within 15 days of issue of the formal order. The Performance Security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of National Institute of Biologicals, Noida or Fixed Deposit Receipt (FDR) from a Commercial Bank. The Performance Security should remain valid for a period of 90 days beyond the entire date of completion (including extended period) of all the contractual obligation of the Company/Firm/Agency. The performance security of the Agency /Firm/Company will be released after 90 days from the date of the completion of the contract.
- vi. In case of breach of any terms and conditions stipulated in the contract the Performance Security Deposit of the Agency will be liable to be forfeited by NIB besides annulment of the contract.
- vii. The Company/Firm/Agency shall, first disburse the remuneration to the deployed manpower for the preceding month latest by 10<sup>th</sup> of the following month and,thereafter, submit the bill, in triplicate, along with the attendance sheet and proof of disbursement of payment to NIB.
- viii. The payment after 10 day will attract penalty at @ Rs.2000/- of per day which shall be deducted from the pending bills of the Company/Firm/Agency. The remuneration should be paid to the respective contractual personnel by directly transferring the amount in his/her Bank Account.
- ix. No wages/remuneration will be paid to any person for the days of any un authorised absence from the duty.
- x. The Institute will release the payment within 15-days from the date of submission of bill complete in all respect.
- xi. The Claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A proportionate amount of the

bill/ whole of the bill amount shall be withheld till such time the necessary documentary proof is furnished.

## Annexure-I

## Details of Contractual Manpower required for NIB

Sl. No	Name of the Contractual Post	No. of posts	Educational Qualification & Experience	Age
1.	Bench Biologist / Chemist/ Bio-Statistician	65 (Sixty Five)	M.Sc. in Microbiology/ Biotechnology/ Bio-chemistry/ M. Pharma or equivalent.	Up to 30 Years.
2.	Lab Attendant/ Animal Attendant/ Lab Assistant/ Data Entry Operator/ Lib. Attendant.	45 (Forty Five)	10+2 with Science.	Up to 30 years.
3.	Consultant	5 (Five)	M.Sc. in Microbiology/ Biotechnology/Bio-chemistry/ M.Pharma or equivalent with <b>10</b> years' experience in a reputed lab <b>OR</b> Ph.D. in any of the subjects with <b>5</b> years experience. Preference will be given to those having experience in testing of biologicals and related products in a reputed Lab/Institute	Up to 50 Years.
4	Technical Associate (Admn/Finance/Procurement/IT)	8 (Eight)	Graduation with 8-10 years' experience in handling Personnel/General Admn/ Finance & Accounts/ Procurement/IT in a Govt. Deptt. Or Autonomous organization.	Up to 65 Years
5	Data Entry Operator(Admn, Fin, Procurement & Stores, Trg. Engg., IT)	6	Graduation with Diploma in Computer/Secretarial Practice and well versed in Hindi and / or English Typewriting with 2 years' experience in an organization of repute.	Up to 30 Years

**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)  
**For Providing manpower at NIB, NOIDA.**

1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	
2.	Name of Proprietor/Director of Company/Firm/Agency	
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail address	
4.	Full address of Operating/ Branch Office with Telephone no., FAX and E-Mail.	
5.	Banker of Company/Firm/ Agency with full address (Attach certified copies of statement of the Annual Accounts for the last three years)	
6.	PAN/GIR No. (Attach attested copy)	
7.	Service Tax Registration No. (Attach attested copy)	
8.	E.P.F. Registration No. (Attach attested copy)	
9.	E.S.I. Registration No. (Attach attested copy)	
10.	Documents showing completion at least one service of value not less than Rs.4.00 Crore per annum <u>or</u> at least two services of value not less than Rs.3.00 Crore each per annum or at least three services of value not less than Rs.2.00 Crore each to provide manpower during the last 7 years. (However, for evaluation purposes, proportionate annual value of the work order will be reckoned).	
11.	Give details of the major similar contracts handled by the Tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last Five years in the following format. Attested copies of work orders may also be attached.	
12.	Affidavit stating that the Company/Firm/Agency is not / has not been black listed by Central / State Government / PSU (Attach copy)	
13.	Number of similar assignments; Manpower provided to Govt./Private/PSU in the last 5 years by the Agency (Attach Copy)	
14.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-IV)	
15.	Details of Earnest Money Deposit Amount.	
16.	List of other clients.	

Signature of authorized person

Date  
Place:Name:  
Seal:

## DECLARATION

I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_ Proprietor/Director, authorized signatory of  
the Company/Firm/Agency, mentioned above, is competent to sign this declaration and execute this  
tender document;

2. I have carefully read and understood all the terms and conditions of the tender and do undertake  
to abide by the same;

3. The information / documents furnished along with the above application are true and authentic  
to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false  
information/ fabricated document would lead to rejection of my tender at any stage besides liabilities  
towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:



**FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

**For Providing Contractual Manpower at NIB, NOIDA.**

1. Name of Service Provider Company / Firm/ Agency:
2. The monthly remuneration should be quoted in the format given below. The details of manpower, their number have been indicated in Colum 2 and monthly remuneration payable to them indicated in colum 3. The Service Provider is required to clearly indicate the charges in Columns 4, 5 ,6, 7& 8 both in figure as well as in words.

**Components of Rate (in Rupees)**

S.N.	Name and No. of Posts	Monthly Remuneration (Upto)	All statutory charges, as applicable (to be specified)	Contractor's Service Charges including Overheads & Profit	Service Tax _____%	Cost per head (3+4+5+ 6)	Total Cost (7x No. of indicated manpower)	
1	2	3	4	5	6	7	8	
1.	Consultant-5(Five)	Rs.75,000/-						
2.	Bench Chemist/ Biologist-	Rs.25,000/-						
3.	Lab. Attendants-	Rs.10,000/-						
4.	Technical Associates	Rs.25,000/-						
5.	Data Entry Operator	Rs.15,000/-						
6.	Total for per month.	<b>(Rupees in words</b> ..... .....)						
7.	Total for per annum.	<b>(Rupees in words</b> ..... .....)						

3. The manpower to be deployed by the Agency shall be required to work normally as per the NIB working days, i.e., from Monday to Saturday from 09.00 hrs to 17.30 hrs with a lunch break of half an hour from 13.00 hrs to 13.30 hrs. However, in the event of exigency/urgency of work in public interest, the manpower so deployed will also be called upon to work late or on holidays including Saturdays/Sundays for which no extra remuneration will be paid.
4. The quoted rates shall be valid for 120 days from the date of opening of technical bid of the tender.
5. The taxes, if any, not indicated above will be considered inclusive.
6. Contractor's service charges / profit (at column no. 5) cannot be 'NIL' or 'Zero'.
7. If any statutory liability is not included in the above Financial Bid, the tender is liable to be rejected.

Signature of authorized person

Full Name:

Seal:

Date:

Place:



**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature; Name & Designation with office Seal

## AGREEMENT of Contract for Providing the Manpower in NIB

This agreement made on the ..... Day of \_\_\_\_\_ Month Year Two Thousand Twelve between the National Institute of Biologicals, Plot No. A-32, Sector-62, NOIDA, (hereinafter called "NIB") of the one part, which expression shall include his successors and assigns and **M/s** ..... (**herein after called "The contractor"**) which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas NIB is desirous of hiring of contractual which should be deployed by the Contractor, **viz** "....." etc.in NIB Campus and has accepted a Bid of the Contractor for the execution and deployment of manpower 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 form and be read and construed as part of this Agreement, viz:
  - a- Tender No. A.19-122/2016-NIB
  - b- NIB's Work Order 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 execute and deployment of contractual manpower 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 deployment of contractual manpower 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

Binding signature for and on behalf of  
National Institute of Biologicals,  
NOIDA.

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Binding Signature of Contractor

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In the presence of

Witness (1):

Witness (2):

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,  
NOIDA – 201 307.

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 alia, 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 anyway 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 anyway 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 thereunder 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 anyway 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 stated 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 time anyway 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 of 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 (Three) months from that date, that is before ..... all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Dated .....day of .....20.

For and on behalf of Bank.

Issued

Under  
Seal