

TENDER DOCUMENT

FOR

RENOVATION OF GUEST HOUSE IN NIB CAMPUS

NOIDA.

VOLUME -I

NOTICE INVITING TENDERS & INSTRUCTIONS

TO BIDDERS

Tender No: 02/NIB/2017-18/ Engg. (C/E)

APRIL - 2017



NATIONAL INSTITUTE OF BIOLOGICALS

(Ministry of Health & Family Welfare)

Plot No. A-32, SECTOR- 62 (Near NH- 24),
NOIDA – 201 309 (U.P)

Tel: 0120-2400022, 2400072, 2593600, Fax: 0120-2400074, 2403014

e-mail: info@nib.gov.in

Website: www.nib.gov.in

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National Institute of Biologicals
(Ministry of Health & Family Welfare, Govt. of India)
Plot No. A-32, Sector -62, Noida - 201 309
 Tel: 0120 - 2400022, 2400072, 2593600

PRESS NOTICE INVITING TENDERS

Tender No: 02/NIB/2017-2018/ Engg. (C/E)

The Director, NIB invites sealed tenders in Two Bid systems from the Civil/ Electrical works contractors working with CPWD/ PWD/ Railways/ MES and other Govt. Departments/Semi Govt. Departments, Autonomous Institutions and large Private Sectors for following works.

<i>Name of the Work</i>	<i>Estimated Cost (Rs. in Lakh)</i>	<i>EMD/ Tender Fee</i>	<i>Last date of Submission of Tender</i>	<i>Time of Completion</i>
Renovation of Guest House by carrying out Civil & Electrical works in NIB Noida.	Civil Work: Rs. 56.00 Electrical Work: Rs. 7.00 Total Rs. 63.00 lakh	EMD Rs. 1,26,000/- Tender Fee Rs. 1050/-	17.05.2017 at 1500 Hrs.	03 (Three) Months

The eligible and interested Contractors may go through the complete Tender Document, Eligibility Criteria, Detailed Terms & Conditions at NIB website www.nib.gov.in and CPP Portal of Govt. of India from **26.04.2017** to **16.05.2017** and also download the Tender document or purchase the same on all working days during this period from NIB.

Prospective bidders are advised to regularly visit NIB website tender portal www.nib.gov.in as Corrigendum & Amendments etc. if any, will be notified on this portal only. No separate intimation/ advertisement will be made in this regard.

For Director, NIB



National Institute of Biologicals
(Ministry of Health & Family Welfare)
Plot No. A-32, Sector -62, Noida - 201309

SECTION-I

NOTICE INVITING TENDER
DETAILED NOTICE INVITING TENDER

Tender No: 02/NIB/2017-2018/ Engg. (C/E)

Introduction:

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

1. Item Rate tenders are invited by Director, National Institute of Biologicals (NIB) from eligible contractors for the work of “**Renovation of Guest House**” at NIB Noida.

1.1 The work is estimated to cost Rs. 63.00 lakhs {Civil: Rs. 56.00 lakhs & Electrical: Rs 7.00 lakhs}.

However, this estimated cost is given merely as a rough guideline.

1.2 The bidders are required to submit Earnest Money Deposit (EMD) of Rs. 1,26,000/- (One lakh twenty six thousand) along with the technical bid in the form of Demand Draft in favour of **National Institute of Biologicals**, payable at **Noida**.

1.3 Last date for receipt of applications for issue of tender forms is **16.05.2017** up to 1600 hrs. **However, the tender forms can also be downloaded by the bidders up to 16.05.2017** at their end. **Last date for submission of Tenders is 17.05.2017 up to 1500 hrs. and Technical Bids will be opened on the same day at 1600 hrs. in presence of the representatives of Bidders present at that time.**

- 1.4 The time allowed for carrying out the work will be **03 (Three) months** from the 7th (Seventh) day after the date of issue of letter of acceptance of tender (Work Order) or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
2. **Eligibility Criteria:** Contractor who fulfills the following requirements shall be eligible to apply. Joint ventures will not be accepted.
- 2.1 Should have satisfactorily completed the works as mentioned below during the **last 7 (Seven) Years** ending last date of previous month (April-2017).
- Three similar works each costing not less than Rs. 25.00 Lakhs.
Or
Two similar works each costing not less than Rs. 38.00 Lakhs.
Or
One similar work costing not less than Rs. 50.00 Lakhs.
- Similar Work:** shall mean work of a Project comprising of Renovation/ Construction/ Addition & Alterations of the building including Civil, Plumbing, Interior and Electrical works all executed under one agreement. The value of executed works shall be brought to current costing level by enhancing the actual value of **work at simple rate of 7% per annum**; calculated from the date of completion to last date of previous month (April-2017).
- 2.2 Should have had average annual financial turnover of Rs. 150.00 Lakhs from construction works during the last three years ending 31st March 2017 (*Copy of Certificate from CA to be furnished*).
- 2.3 Should not have incurred any loss (Profit after Tax should be Positive) in more than two years during the last three years ending 31st March 2017.
- 2.4 Should have a solvency of Rs. 70.00 Lakhs (latest solvency certificate in original, not more than one month old to be furnished).
- 2.5 All matters relating to invitation/award of tenders shall be dealt by NIB, Noida.
3. Agreement shall be drawn with the successful tenderer. Tenderer shall quote his rates as per various terms and conditions of the said tender which will form part of the agreement.
4. The site for the work is available.

Tender Documents consisting of **Technical Bid:** Volume-I: Notice Inviting Tender; Volume -II: General Conditions of Contract, Volume-III: Specific Conditions of Contract, Volume-IV: Technical Specifications.

Financial Bid: Volume-V,

The complete set of tender documents comprising all the Volumes (I, II, III, IV & V) is available at NIB Tender portal www.nib.gov.in.

5. Tenderers are advised to inspect and physically examine the site, its surroundings and satisfy themselves before submitting their tenders as to the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
6. NIB does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer and/or are incomplete in any respect shall be summarily rejected.
7. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection. Use of correction fluid in tender documents is not permitted. In case any corrections are required to be made it has to be made by cutting and entering a new figure/words duly attested with the company stamp.
8. Director, NIB reserves to themselves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
9. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled, if, either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as

aforesaid before submission of the tender or engagement in the contractors service.

10. The tender for the works shall remain open for acceptance for a period of **90 days** from the date of opening of Financial Bid. If any, tenderer withdraws his tender before the said period or issue of letter of acceptance (Work order), whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to NIB, then NIB shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

11. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within **10 days** from the issue of Letter of Award sign the contract, together with any correspondence leading thereto and complete tender document.
12. Director, NIB reserves the right to reject any or all prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it. No bidder shall have any cause of action or claim against the NIB for rejection of his tender.

For Director,
National Institute of Biologicals,
(Ministry of Health & Family Welfare)
Plot No. A-32, Sector -62,
NOIDA - 201 309 (U.P)

DISCLAIMER

This document has been prepared by National Institute of Biologicals, (NIB), (an Autonomous Institution of Ministry of Health & Family Welfare), Plot No. A-32, Sector-62, Near NH-24, Noida, Uttar Pradesh 201309. The information is provided to prospective Bidders, who are interested to Bid for “**Renovation of Guest House in NIB Campus Noida.**”

This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While due care has been taken in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, NIB does not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

NIB reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“Tender/BID”** shall mean documents issued by National Institute of Biologicals, (NIB), Noida or downloaded by the bidder from NIB tender portal. The word **“BID”** is synonymous with **“Tender”**.
3. **“Bid Security/ Earnest Money Deposit (EMD)”** shall mean the amount to be deposited by the Bidder with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
6. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority of NIB or their authorized representative.
7. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the NIB.
8. **“Date of commencement of work”** shall mean the date of start as specified in the **Schedule “F”** or the date of handing over of the site, whichever is later in accordance with the phasing if any, as indicated in the tender document.
9. **“Defects Liability Period”/“Maintenance Period”** means the period after completion of the Project during which the NIB or his authorized representative/ Engineer-in-charge/NIB that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/intimating the representative of Contractor at site on the last date of defect liability period will make the Contractor liable for rectify all such defects.
10. **“Engineer in-charge/ Engineer”** means the Engineer as mentioned in the schedule **“F”** hereunder, as authorized by NIB.
11. **“Evaluation Committee”** shall mean the committee constituted by NIB for the evaluation of the bids.
12. **“NIB”** shall mean, National Institute of Biologicals, Noida, the owner of work and the Executing Department for the project.
13. **“Letter of Award”** shall mean the letter issued by NIB to the Successful Tenderer inviting him to sign the Contract Agreement. Letter of Award is synonymous with work-order.
14. **“Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
15. **“Tender Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.

16. **“Project”** shall mean **Renovation of Guest House by carrying out Civil & Electrical works in NIB, Noida.**
17. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
18. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
19. **“Similar Works”** as defined in eligibility criteria.
20. **“Scheduled banks”** mean **“Scheduled commercial Banks”**
21. **“Employer/Principal Employer”** means **National Institute of Biologicals (an Autonomous Institution of Ministry of Health & Family Welfare), Plot No. A-32, Sector-62, Near NH-24, Noida, Uttar Pradesh -201309.**
22. **“NIT”** means **Notice Inviting Tender.** The word **“Notice Inviting Bids”** is synonymous with **“Notice Inviting Tenders”**.
23. **“ITB”** means **Instructions to Bidders.**

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

1. **Introduction:**

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

Besides other structures, NIB has a Guest House having three floors. The Guest House has 10 Suites and 12 Rooms. It is proposed to renovate the entire Guest House by replacing old water lines, wash room fittings, fixtures, room flooring and Electrical lighting fixtures & fittings.

1.1 **Eligibility Criteria:** As per Notice inviting Tenders.

1.2 **Disqualification:** Even if, a Contractor meets the eligibility criteria, NIB may, at their discretion and at any stage during the selection process or execution of the Project, order disqualification of the contractor, if, the Contractor has been blacklisted by any Government agency even after bids have been opened.

1.3 **BID Documents:**

1.3.1 **Contents of BID Documents:**

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc. issued by NIB for the purpose.

1.3.2 **Pre-Bid Conference:** Pre-bid conference will be held in NIB on **08.05.2017 at 1100 Hrs.**

1.3.3 **Clarifications:**

A prospective Contractor/Bidder requiring any clarification may seek clarifications regarding the tender documents or works during the pre-bid conference in writing prior to the Pre-Bid Conference/ during the Pre-Bid Conference.

The NIB, will respond any such requests received, before the submission of Bids and the same will be uploaded on the NIB tender portal **www.nib.gov.in** only written communication/ clarification can be considered as valid.

1.3.4 Amendment to BID Document:

- i. At any time prior to the deadline for the submission of Bids, NIB, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID document by an amendment.
- ii. The said amendment in the form of the addendum/corrigendum will be made available on the NIB Tender portal **www.nib.gov.in** before submission of the bids. The uploading of the said amendments shall be binding of the bidders. The Bidders are strongly advised to regularly visit the NIB Tender portal to ensure that they are aware of the amendments. The addendum(s) issued will form part of the BID documents.
- iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the NIB may, at its discretion, extend the deadline for the submission of Bids.
- iv. The above information will only be placed on the NIB tender portal and it will be the responsibility of the bidders to read.

1.3.5 Preparation of Bid:

a) Bidder's responsibility:

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc. and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. The Bidder shall be deemed to have inspected the site and its surroundings and taken into account all relevant factors pertaining to the site, while preparing and submitting the Bid.

b) Project Inspection and Site Visit:

Any site information given in this Bid document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with NIB,

including availability of electricity, water and drainage, where applicable.

NIB shall not be liable for such costs, regardless the outcome of the selection process.

- c) **Documents Comprising the Bid:**
Bidder shall submit their Bids in Two envelopes namely the Technical Bid envelope and the Financial Bid envelope. The contents of the technical and financial Bid are as mentioned hereinafter i.e. Clause 2.3.6.
- c) **Alternative Proposal by bidders:**
Bidders shall submit offers that comply with the requirement of the Tender, Alternatives will not be considered.

1.3.6 Contents of Technical Bid (Envelope-I):

The Technical Bid, clearly labeled as "*TECHNICAL BID*", has to be submitted in two parts.

- (A) **Technical Bid Part-I ; Shall be submitted in ORIGINAL in separate envelope with a hard copy of uploaded tender documents (Volume I to IV) and shall comprise the following:**
- I. Original Non-refundable Demand Draft of Rs. 1,050/- (Rs. One thousand fifty only) as Tender Fee.
 - II. EMD, in original,
 - a. The Bidder shall enclose EMD with their Bid for an amount of Rs. 1,26,000/- (Rs. One lakh twenty six thousand only).
 - b. The EMD will be in the form of demand draft of a scheduled bank issued in favour of "National Institute of Biologicals, payable at Noida or fixed deposit receipt or Banker's cheque or Bank Guarantee in favour of "National Institute of Biologicals" as per Form B, having validity for six months or more from the last date of receipt of tenders or any extension thereof.
 - c. Bids not accompanied by Tender Fee and EMD, shall be treated as non-responsive, and will be summarily rejected by NIB.
 - d. The EMD of unsuccessful Bidders shall be discharged/ returned by NIB not later than 30 days after the expiration

of the period of Bid Validity or after award of the work whichever is earlier.

- e. The EMD shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.
- III. Form -A and Appendix, duly signed and filled.
 - IV. Original affidavit (as per format at Form-G)
- (B). **Technical Bid Part-II only duly Signed and Stamped by authorized signatory shall be submitted and comprise the following:**
- a) Indemnity/undertaking as per requirements of clause in Form H.
 - b) The enclosed documents shall be as mentioned at Annexure-1 (Check list).
 - 1. Power of Attorney (Form E) in favour of the person signing the Bid.
 - 2. Form "T-1" (Financial Information) - Annual Financial Statement for the last five year
 - 3. Form "T-1-B"(Solvency Certificate from a Scheduled Bank)
 - 4. Form "T-2" (List of eligible similar nature of works successfully completed during the last seven years)
 - 5. Form "T-3" (Performance Report of Works)
 - 6. Form "T-4" (Structure and Organization)
 - 7. Copies of Works Contract Tax/ VAT Registration or undertaking in this regard as per Clause 1.27.
 - 8. Certificate of Registration for Service Tax and acknowledgement of up-to-date file return.
 - 9. Integrity Pact and Agreement duly signed by the person authorized to sign the bid on behalf of the bidder. (as per Performa given on page from 3 to 10 of GCC, Vol-II)
 - 10. Form 'I'(Undertaking).

1.3.7 Contents of Financial Bid (Envelope-II):

The Financial Bid (**Volume V - Bill of Quantity/ Schedule of Quantity/ Price Bid**) should be submitted only. These prices should include all costs associated with the Project including any out of pocket/

mobilization expenses, taxes, charges, levies, cess, VAT, **including Service Tax** etc. as per GCC applicable till the date of NIT. In case Government levies/modifies any tax subsequently, the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as "0" (Zero).

1.3.8 **Language of Bid:**

The Bid and all related correspondence and documents relating to the Project shall be in **English** language.

1.3.9 **Currency of Bid:**

Bid prices shall be quoted in **Indian Rupees** only. The amount mentioned elsewhere in the bid document will also deemed to be in Indian Rupees unless otherwise mentioned.

1.3.10 **Extension of Bid Validity:**

Prior to the expiry of the original Bid Validity Period, NIB may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form a Bank Guarantee.

1.3.11 **Format and Signing of Bid:**

- a. Bid documents (Technical Bid and Financial Bid) shall be signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.
- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by NIB, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

1.3.12 **Sealing and Marking of Bids:**

- a. The Bid shall be submitted along with documents and mode of submission mentioned at Clause 1.3.6 and Clause 1.3.7 of Volume

I and also mentioned in the Checklist at Annexure -1 of this Volume I.

Please note that the price should not be indicated in any of the documents enclosed in Technical Bid part I & part II. Non-compliance shall entail rejection of the Bid.

- b. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures shall be accurately filled. In tendering, the intending bidder can quote his rates in figures only. Therefore, the rate quoted by the bidder in figures shall be taken as correct. In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if, a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1. Non-compliance shall entail rejection of the Bid.

Rate of item quoted under any section of Bill of Quantity is interchangeable and minimum rate quoted for the same item under any section will be taken for payment.

1.3.13 Submission of Bids:

- i. Bids should be submitted in sealed envelope to:

The Director,
National Institute of Biologicals
(Ministry of Health & Family Welfare),
Plot No. A-32, Sector-62, Near NH-24,
Noida, Uttar Pradesh -201 309.

- ii. The last date for submission of completed Bids is given in Notice Inviting Bids. The NIB may, at their discretion, extend this date, in which case all rights and obligations of the NIB and the Bidder shall thereafter be subjected to the new deadline as extended. If, such nominated date for submission of Bid is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of Bid.

- iii. Required documents shall be submitted by Hand or through Registered Post or Courier Service at the address mentioned above. NIB shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.
- iv. Required documents sent telegraphically or through other means of transmission (Tele-fax, E-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- v. Modifications/ Substitution/ Withdrawal of Bids
 - (a) No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
 - (b) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by The Director, National Institute of Biologicals, Plot No. A-32, Sector - 62, Noida (UP) -201309, before the last date for submission of Bids.
 - (c) Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked 'Withdrawal'. This withdrawal notice will be opened at the time of opening of bid and not earlier.
 - (d) **Bid Due Date:**
 - a. Bids should be dropped in **Tender Box**/ received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
 - b. NIB may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.
- vi. **Late Bids:**

Any Bid received at the address mentioned above after the deadline prescribed for submission of Bids in Notice Inviting Bids/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

1.3.14 Power of Attorney:

Bidders shall submit, along with Technical Bid - Part II, a Power of Attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents,

make corrections/ modifications thereto and interacting with NIB and act as the contact person. The format for the Power of Attorney shall be as per form E of Bid Document Volume-I. In case bids are signed by Managing Director/ Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the vent of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, such Power of Attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.

1.3.15 Bid Opening and Evaluation:

Bid Opening

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting Bids. If, such nominated date for opening of Bid is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- iv. On opening of the Bid, it will be checked if they contain Technical & Financial Bids, Tender Fee, EMD/ Bid Security as detailed above.
- v. Technical Bid Part-I of the Bids will only be opened. They will be checked for completeness and confirmation of submission of the requisite Tender Fee & EMD etc. If, the documents do not meet the requirements of the Tender, a note will be recorded.
- vi. The Bidders name, the presence or absence of the requisite EMD and any other details as required or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vii. Technical Bid Part-II of only the bidders whose Tender Fee & EMD, etc. are found in order will be opened
- viii. Technical evaluation shall be as per Section IV, Evaluation Process.
- ix. Financial Bid of all bidders whose bids are found responsive after Technical evaluation will be opened, at a later date.

1.3.16 Determination of Responsiveness:

- i. Prior to the detailed evaluation of Bids, NIB will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
 - a. Bid dully signed and stamped.
 - b. is accompanied by the power(s) of attorney if required
 - c. contains all the information as requested in the Bid Document
 - d. contains information in formats same/similar as those specified in this Bid Document
 - e. mentions the validity period of the offer
 - f. is accompanied by the Tender Fee & EMD,
 - g. Conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, NIB's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by NIB. The decision of the NIB in this regard shall be final and binding. The Financial Bid of non-responsive Bidders shall not be opened.

1.3.17 Evaluation of Bids:

- i. NIB would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. NIB reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered;
or
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information/clarifications required for the evaluation of the Bid; **or**
 - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

1.3.18 Clarification of Bids:

- i. Evaluation of Technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material / information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their Technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical bid. The request for clarifications and the response shall be in writing, or by e-mail, No change / addition in the information or substance of the Bid shall be sought, offered or permitted.
- ii. To assist in the examination, evaluation and comparison of the financial Bid, Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by e-mail, No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

1.3.19 Process to be Confidential:

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder to influence NIB's Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

1.3.20 Award of Contract:

- i. Award Criteria:

NIB will declare the Bidder ranked L-1 as Successful Bidder and proceed to issue Letter of Award (LOA) as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

- ii. Notification of Award:

- a. Prior to the expiry of the period of Bid Validity, NIB will issue the Letter of Award to the Successful Bidder, notifying him of being

declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which NIB, will pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by NIB from the unsuccessful Bidders.

- b. The Letter of Award shall constitute a part of the Contract.
- c. Upon submission of Performance Guarantee by the Successful Bidder, NIB will promptly notify the other Bidders and discharge / return their EMD/Bid security.

iii. Signing of Agreement:

- a. NIB shall prepare the Contract Agreement in the Proforma (Form D) included in this document, duly incorporating all the terms of agreement between the two parties. Within 15 (Fifteen) days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.
- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
- c. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and Programme Chart (Time and Progress) within the period specified in schedule F.
- d. The Contract Agreement shall be duly signed by the Executing Agency (NIB) and the Contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, NIB reserves the right to cancel the selection process, forfeit any Bid Security and/ or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.

All amendments/ addendums shall be made available at NIB tender portal. It will be the responsibility of the bidder to see the web site regularly and update.

SECTION-III

BRIEF SCOPE OF WORK

1. Bids are invited for '**Renovation of Guest House by carrying out Civil & Electrical works in NIB Campus Noida**'.
2. Old concealed GI water pipes in Wash Room and Service Shafts are to be dismantled in all suits and rooms (10 Suites + 12 Rooms) of Guest House. Old fitting & fixtures are to be dismantled. New pipe fittings & fixtures are to be installed.
3. Wash Room flooring, wall tiles and Wash Basin counter are to be dismantled and new tiles and granite stone counter are to be fixed.
4. All old electrical lighting fixtures and fittings are to be removed and new fixtures & fittings are to be installed.
5. A glass partitions with toughed glass is to be fixed in wash room.
6. Brick Walls, Shafts, Roof Slab etc. which will be cut/ damaged during execution of the works will be made good and finished with existing finish.
7. Wooden plank flooring and vitrified tiles flooring is to be done in all rooms.
8. Walls & ceiling are to be finished with new coats of paint.
9. The activities to be carried out for completion of the work shall include the details as per Bill of Quantities and any extra or additional work as may be ordered by NIB for proper completion of work.

SECTION -IV

EVALUATION PROCESS

1. Evaluation Process:

The Bids will be evaluated in the following stages:

- i. Stage 1- Technical Evaluation
- ii. Stage 2- Financial Evaluation.

2. Stage 1-Technical Evaluation:

- i. The technical Bids shall be evaluated as per the **eligibility criteria** mentioned in Clause 2 of 'Detailed Notice Inviting Tenders' in respect of experience of eligible similar nature of works completed, loss, solvency and financial turnover etc. will first be scrutinized and bidder's eligibility for the work shall be determined.
- ii. The Financial Bids of only those bidders who are found eligible after Stage -I of Technical Evaluation will be opened.
- iii. The Financial Bids of Bidders whose Technical Bids are found unacceptable shall be not be opened
- iv. NIB shall notify all such listed technically qualified Bidders indicating the date, time and venue for opening of financial Bids.

3. Stage-II Financial Evaluation:

- i. NIB shall open the Financial Bids of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the Financial Bid to all the Bidders and note the same.
- iii. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If, any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- iv. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L-1, Bidder quoting next higher figure as L-2 and so on.

- v. L-1 will be declared as Successful Bidder and his offer will be processed further.

4. Letter of Award:

The Successful Bidder would be notified in writing by issuing the Letter of Award (LOA) in favour of the Bidder.

Annexure -1 Checklist**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID****TECHNICAL BID - Part I**

Sl. No.	Name of Document	Mode of submission	Page No.
1.	Non-refundable Demand Draft of amount as detailed at para 1.2 of Detailed Notice Inviting Tender (NIT).	In Original in Envelop No. 1	
2.	EMD/Bid Security (Form B) in separate sealed envelope		
3.	Form of bid and Appendix (Form A) for the bid		
4.	Affidavit by Bidder (Form G) on a duly notarized non judicial Rs.100/- stamp paper		

TECHNICAL BID - Part II

Srl. No	Name of Document	Mode of submission	Page No.
1	Duly Signed and Stamped Tender Document Volume-I, II, III & IV	Download Document only Envelop No. 2	
2	Power of Attorney (Form E) in favour of the person signing the Bid		
3	Form "T-1" (Financial Information)		
4	Form "T-1-B" (Solvency Certificate from a Scheduled Bank)		
5	Form "T-2" (Details of works)		
6	Form "T-3" (Performance Report of Works)		
7	Form "T-4" (Structure and Organization)		
8	Copies of Works Contract Tax/ VAT Registration or undertaking in this regard as per clause 1.27		
9	Integrity Pact and Agreement duly signed by the authorized signatory on behalf of the bidder (as per Performa given on page from 2 to 9 of GCC Vol-II)		
10	Undertaking as per requirement of clause-1.28 (as per form H)		
11	Certificate of registration for Service Tax and acknowledgement of up-to-date return filed.		
12	Undertaking (as per form I)		

FINANCIAL BID COMPRISING OF:

Srl. No.	Name of Document	Mode of submission	Page No.
1.	Signed and Stamped Price-Bid (Bill of Quantities-Volume-V)	Download Envelop No. 3	

Note: All the 3 Envelopes to be kept in one bigger envelop and clearly superscript the tender No. and date of opening of the tender.

Form A and Appendix**Form of Bid**

Name of the Work: Renovation of Guest House in NIB Campus, Noida.

To

The Director,
National Institute of Biologicals,
(Ministry of Health & Family Welfare)
A-32, Sector -62, Noida - 201 309.

Sub: Submission of Proposal

Having visited the site, ascertained the site conditions and examined the General Conditions of Contract as well as Specific Conditions of Contract, Notice Inviting Bids, Instructions to Bidders etc. and addenda for the above project, we the undersigned, are pleased to submit our technical and financial bid along with relevant documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold NIB responsible on any account in this regard.
3. We undertake, if, our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
4. If, our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
5. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
6. Our Bid is valid for your acceptance for a period of 90 (Ninety) days from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
7. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this contract. We further confirm

and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of NIB, if, it finds anything to the contrary, to declare our Bid to be non-compliant and if, the Contract has been awarded to declare the Contract null and void.

- 9. We understand that you are not bound to accept the lowest or any Bid you may receive.
- 10. If, our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
- 11. It is certify that the information given in the enclosed documents including the documents for bid eligibility are correct. It is also certified that I / We shall be liable to be debarred / disqualified in case any information furnished by me / us is found to be incorrect.
- 12. We enclose;
 - a. All documents as per the checklist
 - b. Demand Draft/Bank Guarantee for Rs _____/- (Rupees _____ only) issued by _____ (name of the bank) valid upto _____ towards EMD.

- Note :
- i. The Appendix forms part of the Bid
 - ii. Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of.....2017

Signature

Name..... in the capacity of

duly authorized to sign Bids for and on behalf of.....

Address

.....
.....

Witness - Signature

Name

Address

.....

APPENDIX**APPENDIX TO THE FORM OF BID**

i.	(a) Amount of Performance Guarantee to be deposited by financially successful bidder	As per Clause 1 of GCC
	(b) Amount of Security Deposit	As per Clause 1 A of GCC
ii	Date for commencement of work	7 th day from letter of award or 1 st day after handing over of site whichever is later.
iii	Time for completion	3 (Three) months
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC
v.	Defects Liability Period from the date of issue of "Completion Certificate"	12 months
vi.	(a) Period of validity of Performance Guarantee	As per of GCC
	(b) Period of validity of Security Deposit	As per of GCC

Signature

(Authorized Signatory)

Date

Name

Place

Address

Form B**FORMAT FOR EMD/ BID SECURITY BANK GUARANTEE**

(To cover payment of Bid Security and Conditions of Contract)

(On a stamp paper of appropriate value from any Nationalised/ Scheduled Bank)

To

The Director,
National Institute of Biologicals,
(Ministry of Health & Family Welfare)
A-32, Sector -62, Noida - 201 309.

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs./- (Rupeesonly) in lieu of payment from M/s having its /their registered office at (hereinafter called the Bidder) towards Bid Security in respect of your Tender no. calling for Tender for "**Renovation of Guest House in NIB Campus Noida**", and for due fulfilment of the terms and conditions of the said Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs./-(Rupeesonly).

In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by reason of any breach or non-observance on the part of the Bidder of any terms and conditions of the said Tender, we shall on demand and without cavil or argument, and without reference to the Bidder, irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by you, provided that our liability under this guarantee shall not at any time exceed Rs./-(Rupeesonly).

This guarantee herein contained shall remain in full force and till you finalise the Tender and select the Tender as per your choice and it shall in the event of the said Bidder being selected and entrusted with the said work, continue to be enforceable till the said Bidder executes the Agreement with you and commences the work as stipulated under the terms and conditions of the said Tender have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee.

We also agree that your decision as to whether the Bidder has committed any breach or non-observance of the terms and conditions of the said Tender shall be final and binding on us.

We undertake to pay the NIB any money so demanded by NIB notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such a payment.

This guarantee shall continue to be in full force and effect for a period of 180 days from the date of submission of Bid. Notwithstanding the above limitations, we shall honour and discharge the claims preferred by you within thirty days of expiry of this guarantee.

We shall not revoke this guarantee during its currency except with your previous consent in writing. This guarantee shall not be affected by any change in Constitution of our bank or of the Bidder firm. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us our liability under this guarantee.

Dated this day of

Yours faithfully,

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name:

Designation:

Stamp/Seal of the Bank:

Form-CFORM OF PERFORMANCE GUARANTEE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

The Director,
National Institute of Biologicals,
(Ministry of Health & Family Welfare)
A-32, Sector -62, Noida - 201 309.

Dear Sir,

In consideration of the National Institute of Biologicals (NIB), having offered to except the terms and conditions of the proposed agreement between NIB, which expression shall include his successor and assignees) & M/S_____ (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of "*Renovation of Guest House in NIB Campus Noida*, a Contract No _____ in terms inter alia, of the _____ 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 and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and NIB) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. 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 thereof and the decision 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-a-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 full 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 respects 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 disputes 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.
10. 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 or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
11. 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 upto and until midnight of_____.
12. **This guarantee is valid till _____(date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)**
13. This guarantee shall be in 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.

10. 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 unrealised.
11. 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.
12. 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.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 2017

For and on behalf of Bank.

Issued under seal :

Form D**FORM OF AGREEMENT**

This agreement is made at **New Delhi** on the ---- day of ----- 2017 between the National Institute of Biologicals (Ministry of Health and Family Welfare), Noida (hereinafter called "NIB" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the M/s ----- having Head Office at -----, (hereinafter called the "Contractor" which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

Whereas NIB is desirous that certain works should be executed, for "**Renovation of Guest House in NIB Campus Noida**" hereinafter called the "The Project" and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement Viz.

Volume - I (NIT & Instructions to Bidders)

- Notice Inviting Bids
- Scope of work
- Evaluation Process

Volume- II (GCC)

- General Conditions of Contract

Volume - III (SCC)

- Specific Conditions of Contract

Volume - IV Technical Specifications**Volume - V (Price bid and Bill of Quantities)**

All the correspondence till award of contract i.e. addendum, LOA etc.

Technical and Financial bids submitted by bidder.

3. In consideration of the payment to be made by NIB to the Contractor as hereinafter mentioned, the Contractor hereby covenants with NIB to executed and complete the Project by ----- and remedy and defects therein in conformity in all respects with the provisions of the Contract.

4. NIB hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. -----
----- only) being the sum stated in the letter of Award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

IN WITNESS OF WERE OF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor	For and on behalf of the NIB
Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED By the said	By the Said
on behalf of the Contractor:	on behalf of the NIB
in the presence of: Witness _____ Name _____ Address _____	in the presence of: Witness _____ Name _____ Address _____

Form E**Format for Power of Attorney for authorized signatory****FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

Know all men by these presents, we
(Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to _____, representing us in all matters before _____, and generally dealing with _____ in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

FORM - F

-DELETED -

Form G

AFFIDAVIT

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

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

Signed by an Authorised Officer of the Firm

Form-H

UNDERTAKING

We do hereby indemnify NIB, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/ dues directly to the concerned authority.

Form-I

UNDERTAKING

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

Name & Signature of Authorized signatory of bidder

Date :

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

FORM 'T-1'**FINANCIAL INFORMATION**

1. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last **Three** years duly as submitted by the applicant to the Income tax Department (Copies to be attached) and duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with the full address.

- i) **Gross Annual Turnover on construction works** for last three years ending 31.03.2017

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2014-15	Rs.
2015-16	Rs.
2016-17 *	Rs.
Average Annual Turnover over the past three years	Rs.

- ii) **Profit/ Loss** for last three years ending 31.03.2017

Financial Information in Rs. Equivalent	<i>For year</i>	<i>For year</i>	<i>For year</i>
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			
7. Net Worth			

Financial arrangements for carrying out the proposed work.

Solvency certificate from Bankers of the bidder in the prescribed Form "T-1B".

**If the annual Account for 2016-17 is yet not finalized & audited, a Certificate from CA to be attached for Annual Turnover.*

Signature of Chartered
Accountant with Seal

Signature of Applicant.

FORM 'T-1 B'

SOLVENCY CERTIFICATE

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./Shri having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs. (Rupees.....). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank

- NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

FORM - 'T - 2'**DETAILS OF ALL WORKS OF ELIGIBLE SIMILAR NATURE OF WORKS
COMPLETED****DURING THE LAST SEVEN YEARS ENDING LAST DAY OF PREVIOUS
MONTH (APRIL 2017) OF SUBMISSION OF TENDERS ON WHICH THE
BIDS ARE INVITED**

Sl. No.	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work (In Rs. Lakh)	Date of Commencement As per contract	Stipulated Date of completion	Actual date of completion	Litigation/Arbitration Pending/ in Progress with details*	Name & address/ Telephone No. of officer to whom reference may be made	Whether the work was done on back to back basis (yes / No)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

* indicate gross amount claimed and amount awarded by the Arbitrator.

Copy of work Orders and Completion Certificates of the above works should also be submitted.

Signature of Applicant

FORM 'T - 3'**PERFORMANCE REPORT OF WORKS****REFERRED TO IN FORM "T-2"**

01.	Name of work/ Project & Location	
02.	Name of Contractor	
03.	Agreement No.	
04.	Estimated Cost	
05.	Tendered Cost	
06.	Date of Start	
07.	Date of completion :	
	i) Stipulated date of completion	
	ii) Actual date of completion	
08.	a. Whether case of levy of compensation for delay has been decided or not	Yes / No
	b. If decided, Amount of compensation levied for delayed completion, if any	
9.	Performance Report :	
	a) Quality of work	Outstanding / Very Good / Good / Poor
	b) Financial soundness	Outstanding / Very Good / Good / Poor
	c) Technical Proficiency	Outstanding / Very Good / Good / Poor
	d) Resourcefulness	Outstanding / Very Good / Good / Poor
	e) General behavior	Outstanding / Very Good / Good / Poor

Dated : _____

Executive Engineer or Equivalent

Form 'T- 4'**STRUCTURE & ORGANIZATION**

01.	Name & Address of the applicant	
02.	Telephone No. / Telex / Fax No.	
03.	Legal status of the applicant (attach copies of original document defining the legal status)	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
04.	Particulars of registration with various Government bodies (<i>attach attested photocopy</i>)	
	<u>Organization / Place of Registration :</u>	
	1.	
	2.	
	3.	
05.	Names and Titles of Directors & Officers with designation to be concerned with this work	
06.	Designation of individuals authorized to act for the organization.	
07.	Has the bidder or any constituent partner in case of partnership firm, Limited company/ Joint venture, ever been convicted by a Court of Law? If so, give details.	
08.	In which field of Civil Engineering construction the applicant has specialization and interest?	
09.	Any other information considered necessary but not included above.	

Signature of Applicant

**END OF VOLUME - I
(LAST PAGE)**