

## Tender for

**“Operation & Maintenance Contract of Steam Sterilizers, Cage & Rack Washers, Tunnel washer & other equipments M/s Steris Corporation USA- Make,” installed at Lab & Animal House building.**

### Tender No.S.1-167/2011/NIB/ENGG (M)

- |     |  |                            |
|-----|--|----------------------------|
| (a) | Sale period for Tenders  | : 24.01.2012 to 13.02.2012 |
| (b) | The Pre-bid meeting  | : 10.02.2012 at 15:00Hrs.  |
| (c) | Last Date of submission of Tenders   | : 14.02.2012 at 15:00Hrs.  |
| (d) | Date of Opening for Technical-bid  | : 14.02.2012 at 16:00Hrs.  |
| (e) | Technically qualified bidders will be informed to be present at the time of Price-bid opening. |                            |

Tender Cost is Rs 568/-  
(Rs. 500 +13.5% UP VAT)

Name & Address of the Tenderer

M/s. ....

.....

**JANUARY, 2012**



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

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

**E-mail: [info@nib.gov.in](mailto:info@nib.gov.in) , Website: <http://nib.gov.in>**

**NATIONAL INSTITUTE OF BIOLOGICALS**  
(Ministry of Health & Family Welfare, Government of India)  
Plot No. A-32, SECTOR- 62 (INSTITUTIONAL AREA),  
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**Tender for operation & Maintenance Contract of Sterilizers/Washers & other equipment of M/s Steris Corporation USA- Make, installed at Lab & Animal House building of NIB.**

## **1. Introduction**

The **NATIONAL INSTITUTE OF BIOLOGICALS (NIB)** is an autonomous Institute under the administrative control of Ministry of Health & Family Welfare, Government of India engaged in evaluation and quality control of various biological products like vaccines, blood products, blood reagents, sera, immuno-diagnostic kits etc. produced and imported in to India. The Institute is spread over an area of 18.4 acres of land with various buildings including state -of -the -art Laboratories.

Sealed Tenders are invited from experienced Firms/ Agency/ Contractors in the prescribed format for Operation & Maintenance Contract for Steam Sterilizers, Cages & Rack Washers, Tunnel Washer & other equipment of M/s Steris Corporation USA-Make are as mentioned in **ANNEXURE-I** in the tender document and covered under this scope of work.

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

## **2. For Pre-Qualifications: -**

2.1 Pre qualification will be based on meeting the following minimum criteria regarding the applicant's experience, personnel and financial position, as demonstrated by the applicant's responses in the forms attached to the letter of application.

2.2 The applicant shall have to meet the following minimum criteria for pre-qualification:

- a) Average annual financial turnover for related works during the last three years ending 31<sup>st</sup> March, 2011 should be at least Rs. 30 lakh (Fill enclosed **APPENDIX-A**)

b) Experience of having successfully completed or having ongoing contract of similar works during last 07 (Seven) years ending last day of month previous to the one in which applications are invited i. e. 30<sup>th</sup> November, 2011 should be either of the following:

(i) Three similar completed/in hand in works costing not less than of Rs. 9.00 lakh

Or

(ii) Two similar completed/ in hand works costing not less than of Rs. 11.00 lakh.

Or

(iii) One similar completed / in hand work costing not less than of Rs 18.00 lakh.

c) Definition of "Similar Works" i. e. the firm/ Agency/ Contractor should have rendered their services for Operation & Annual maintenance contract of Steam Sterilizers, Cage & Rack Washers and Tunnel Washer of M/s Steris Corporation USA- Make, during last seven years for any Government sector or large reputed private sector/enterprises satisfactorily. Necessary relevant document to this effect should be enclosed (Fill enclosed APPENDIX-B).

2.3 Copy of PAN/TIN No., Service Tax No., and Income Tax Clearance Certificate to be furnished/enclosed.

Firm`s registration certificate to be furnished/enclosed (**fill in Appendix C**).

2.4 Personnel capabilities: The Applicant must have suitable qualified personnel to execute the contract (**fill in Appendix D**)

### 3. Earnest Money Deposit (EMD): -

The tenderers are required to deposit a Demand Draft of **Rs.44,000/-** (Rupees forty four thousand only) in favour of the "**National Institute of Biologicals**, payable at **Noida/ New Delhi** as Earnest Money Deposit (EMD) along with original tender documents for this work. EMD will be returned to the unsuccessful tenderers after award of the contract. No interest shall be payable by NIB on EMD.

#### **4. Sale of Tender: -**

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

The Tender document can be downloaded from our web site <http://nib.gov.in> and tender fee in such case to be deposited along with the technical-bid.

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

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

##### **5.1. Technical-Bid (Envelope No -1)**

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

i) The Registration Certificate along with attested copies of experience certificates of carrying out similar nature of work as per pre-qualification criteria particularly annual maintenance contract of different type electro-mechanical services in Government/ Semi Government/ PSUs or large reputed private organization etc. for at least one year satisfactorily. They may also enclose work order copies to meet the experience criteria.

ii) The attested copies of the balance sheet/ audited statement of accounts or any other relevant document to prove the minimum average annual turnover required as per pre-qualification criteria in preceding last three financial years in operation & maintenance of such services.

iii) Earnest Money Deposit (EMD).

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

The Price-Bid as per Proforma given in the tender documents as **ANNEXURE-V** shall be photo copied and then price filled up and submitted in

Envelope No -2, duly sealed superscript with name of tender. Any conditions given in the Price Bid may cause rejection of Bid.

## 6. **Pre-Bid Meeting and Clarification of Bids:**

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

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

## 7. **Submission of Bids:**

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

Bid with all complete relevant documents must be addressed to the **Director, National Institute of Biologicals, Plot No. A-32, Sector- 62 (Institutional Area), NOIDA-201 309(U.P)** not later then **1500 Hrs** on scheduled date as mentioned in the advertisement.

## 8. **Opening of Bids**

- (i) Bid shall be opened in the office of this Institute at Noida, at the prescribed time in the presence of tenderer who may wish to be present on due date and time as mentioned in the tender document.
- (ii) The technical bid shall be opened first. The Price Bid (Envelop No 2) will be opened only of those tenderers whose technical bid is found to be in order and for which they shall be intimated separately about date & time by fax/ telephone.
- (iii) The bidder who has not submitted the documents as per tender conditions major deviations, proper EMD and experience certificate etc. their tender may be treated as non responsive and their Price Bid (Envelop No. 2) shall not be opened.
- (iv) The successful firms/ agencies/ contractors will be intimated and contract agreement will be entered into initially for a period of one year. The

preparation of the contract agreement with proper stamp etc. would be done by the bidder in consultation with NIB.

- (v) The firm/agency/contractor is required to submit their most competitive price offer the format (ANNEXURE -V) in concurrence with the list of major installations/equipment, scope of work, technical specifications, terms & conditions and deviations sheet etc enclosed herewith as (APPENDIX- A,B,C,D, E & F, and ANNEXURE - I, II, III, & IV).
- (vi) The firm is also required to submit the price break of manpower and other major works as mentioned in the tender along with price-bid.

(The minimum wages should be followed for respective manpower).

## 9. Awards of Contract:

- (i) NIB will award the contract to the successful bidder whose quotation is finally determined to be substantially responsive and also determined as the lowest evaluated quotation, provided further that the bidder is qualified to perform the contract satisfactorily.
- (ii) Period of Contract - initially for one year, and can be extended on existing rates and terms for another two years on the basis of satisfactory performance on year to year basis.
- (iii) Foreclosure of contract due to abandonment or reduction in scope of work - If at any time after acceptance of the tender, **National Institute of Biologicals** shall decide to abandon or reduce the scope of the works of any reason whatsoever and hence not require the whole or any part of the works to be carried out, the NIB shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- (iv) Subletting - The contract shall not be assigned or sublet without the written approval of NIB.

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

The NIB reserves the right to accept or reject any quotation, and or to annul the bidding process and or reject all quotations at any time prior to award of

contract, without assigning any reason and incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NIB`s action.

**11. Notification of Award:**

- 11.1 Prior to the expiry of the validity, NIB will notify the successful firm in writing by speed post/ registered letter or by fax, that his quotation has been accepted.
- 11.2 The notification of award will constitute the formation of the contract.
- 11.3 Upon furnishing of Performance Security by the successful bidder, NIB will promptly notify each unsuccessful bidder and will release their EMD.

**12. Signing of Contract:**

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

**13. Performance Security:**

- 13.1 Within 21 days of receipt of work order from NIB, the successful firm shall furnish the Performance Security equivalent to 10% of the contract value in the form of Bank Guarantee (from any Nationalized/Schedule Bank) valid for 60 days beyond expiry of the contract period, in the format as per APPENDIX- A or in the form of Demand Draft/Pay Order in favour of "**National Institute of Biologicals**" payable at "**Noida/Delhi**".
- 13.2 Failure of the contractor to comply with the requirement of contract shall constitute sufficient grounds for the annulment of the awards and forfeiture of the performance security, in which event NIB may get done the work at the risk cost of the Contractor.

**14. Payment:**

- 14.1 Contractor will submit quarterly Pre Receipt (affixing the Revenue Stamp) bills dully supported with necessary check list, log sheets etc. along with the proof of deposit of ESI, PF and Service Tax (if applicable). NIB will make payment to the contractor within 15 days after receipt of the bills after deduction of applicable taxes/TDS etc. Payment will be released only after disbursement of payment to

the workers under this contract and submission of relevant disbursement sheet with invoice/bill.

**14.2. Penalty Clause:-**

**(i) Breakdown response:** If the company fails to provide their services to allied breakdown with in given response hours/time stipulated in the tender, an amount on proportionate basis as calculated for per day of the contract value will be recovered from the contractor's bill. The response time shall be 24 hours and the Institute shall, in turn, have full right to invoke this penalty clause, as and when required.

**(ii) O & M services:** If the check list, log sheets and instructions of the Institute do not show proper compliance of works to be done by the contractor as per schedule; NIB will make suitable deduction from the contractor's bills. If the contractor fails to maintain the operation and maintenance of services as per contract, in such event NIB will deduct actual cost incurred on this work plus 10% extra for departmental service charges.

14.3 In case of short deployment of manpower as compared to the manpower given in the contract the Institute will make proportionate deduction from the bills of the contractor.

14.4 The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work out put. The personnel so deployed should be in a proper dress and wear neat & clean uniform. Providing of uniform etc to deployed staff shall be the responsibility of the contractor. If the staff are not present in uniform, a penalty @ Rs 50/per day/per person will be levied on the contractors and deducted from the bill. The choice of colour of the uniform will be decided by NIB.

14.5 Levy/Taxes payable by contractor - Sales Tax/ VAT or any other tax on materials in respect of this contract shall be paid by the contractor and the National Institute of Biologicals shall not entertain any claim whatsoever in this respect.

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

**15. Applicable Law:**

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

15.2 Minimum Wages Act as applicable for Noida in UP to be complied with - The contractor shall comply with all the provisions of the Ministry Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time and rules framed hereunder and other labour laws affecting contract labour that may be brought into force from time to time.

## **16. Resolution of Dispute:**

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

## **17. Force Majeure**

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

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

17.3 If a Force Majeure situation arises, the contractor/ service provider shall promptly notify the NIB in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall

seek all reasonable alternative means for performance not prevented by the force majeure event.

17.4 Termination of the contract: During the operation of the contract, if the Institute, feels necessary that such services are not required or due to any other administration reason does not like to continue such services, can terminate the contract by sending written notice of 30 days.

## LETTER OF APPLICATION

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

To

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

Sirs,

1. Being duly authorized to represent and act on behalf of..... (hereinafter referred to as "the Applicant"). and having reviewed and fully understood all the Pre-qualification information provided, the undersigned hereby apply for the following scope of work:

“Operation & Annual Maintenance Contract of Sterilizers/Washers & other equipments M/s Steris Corporation USA- Make, installed at Lab & Animal House building in NIB campus”.

2. Attached to this letter are copies or original documents defining:
  - (a) The Applicant's legal status;
  - (b) The principle place of business; and
  - (c) The place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. Your office and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

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

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

5. This application is made in the full understanding that:
- (a) Bids by pre-qualified applicants will be subject to verification of all information submitted for Pre-qualification at the time of bidding;
  - (b) Your office reserves the right to:
    - Amend the scope and value of the contract/bid. In such event, bids will only be called from pre-qualified bidders who meet the revised requirements and reject or accept any application, cancel the Pre-qualification process, and reject all application without assigning any reason thereof; and
  - (c) Your office shall not be liable for any such action and shall be under no obligation to inform the Applicant.
6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.
7. The undersigned declare that statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

<b>Signed</b>
<b>Name</b>
<b>For and on behalf of</b>

**Application Form No. 1**

**GENERAL INFORMATION:**

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

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

## Application Form No.2

### STRUCTURE AND ORGANIZATION

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

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

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

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**ANNUAL TURN OVER**

YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET(in Rs.)
2008-2009	
2009-2010	
2010-2011*	
Average Annual Turnover	

**NOTE:**

- (i). The above data is to be supported by Audited Balance Sheets.
- (ii). If not audited till the date of submission of tender, a certificate from the Chartered Accountant may be submitted, along with un-audited accounts.

**APPENDIX-B**

**DETAILS OF COMPLETED WORKS OF SIMILAR NATURE AND COMPLEXITY  
(During last seven year ending October -31, 2011);**

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

NOTE: Please attach supporting documents for the above information.

APPENDIX-C

Details of Registration with State/Central/PSU Departments

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

APPENDIX-D

**PERSONNEL CAPABILITIES:**

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

ANNEXURE-I

**MAJURE LIST OF EQUIPMENT TO BE COVERED UNDER THIS CONTRACT:**

<b>Srl No.</b>	<b>Name of STERIS equipment</b>	<b>Location</b>	<b>Floor</b>	<b>Qty</b>
1.	Tunnel Washer	S118	Support area (G. F.)	01
2.	Glassware Washers	S0129	Support area (G.F.)	02
3.	Rack & Cage Washers	S118	Support area (G.F.)	02
4.	Low temp., Dryers, Reliance 400/500	S0129	Support area (G.F.)	02
5.	High Temp., Dryer, Reliance-1024.	L0042	Lab area (G.F.)	01
6.	Bedding Dispenser	S0118	Support area (G.F.)	01
7.	Bottle Filler	S118	Support area (G.F.)	01
8.	Examine Light	A0071,77,82	Support area (G.F.)	03
9.	Steam Sterilizers			
(i)	Sterilizer(E-6)	L0024	Lab Area (G. F.)	01
(ii)	Sterilizer(E-5)	L0024A	Lab Area (G. F.)	01
(iii)	Sterilizer(E-5)	L0033	Lab Area (G. F.)	01
(iv)	Sterilizer(E-6)	L0042	Lab Area (G. F.)	01
(v)	Sterilizer(E-6)	L1019	Lab Area (F. F.)	01
(vi)	Sterilizer(E-5)	L1019A	Lab Area (F. F.)	01
(vii)	Sterilizer(E-6)	L2020	Lab Area (S. F.)	01
(viii)	Sterilizer(E-5)	L2020A	Lab Area (S. F.)	01
(ix)	Sterilizer(E-5)	L2029	Lab Area (S. F.)	01
(x)	Sterilizer(E-6)	S0117	Support area(G.F.)	01
(xi)	Sterilizer(E-7)	S0119	Support Area (G.F)	01
(xii)	Sterilizer(E-5)	S0129	Support Area (G.F)	01
(xiii)	Sterilizer(E-5& E-6)	A1085	Animal Area (F. F.)	02

Note: Above equipment includes its accessories and related ancillaries machine & services.

Scope of Work

1. The scope of work for Annual Maintenance Contract of Steam Sterilizers as per list includes servicing, preventive maintenance and break down repairs of the equipment. The guiding document for this work will be mainly the respective operation and maintenance manual.
2. These equipment get electrical power supply from the wall socket/ switch and steam supply from the steam distribution piping of the building. The limit of scope starts from the electrical power plug on electrical side and the steam pipe connection joint from distribution pipe lines to the pipe lines of the sterilizers.
3. Apart from the maintenance of the Steam Sterilizers to keep them ready for carrying out the decontamination/ sterilization of Laboratory wares and other solid/ liquid materials, the contractor has to get the sterilizers validated at own cost at least once a year with standard equipment either by themselves or by a reputed testing/ validation organization.
4. The preventive maintenance schedule as per the operation and maintenance manual of the manufactures will have to be adhered to.
5. Spare Parts/ Consumables needed for the proper maintenance of the equipment will have to be identified by the contractor and its specification/ part no. and source of supply will have to be provided to NIB. The spare parts/ consumables will then be provided departmentally to the contractor or the contractor may be asked to procure and provide at actual cost.
6. The service Agency will use trained appropriate skilled personnel which may be directly employed. They will be qualified and sufficient experience to keep the equipment properly.
7. The contractor himself or his representative senior Manager level shall meet NIB's nominated officer once a day in every month or attend the office whenever called by upon him.
8. The contractor shall deploy a well trained and experienced Operator cum Technician to operate all the equipment as per **Annexure-I** in general shift on all working days through out the year. In exceptional cases, the equipment may have to be run on weekly off days/Govt holidays.

General Terms & Conditions of the contract for annual maintenance contract:

1. The equipment should be kept fit and ready to perform all the equipment throughout the year.
2. **Deployment of Manpower:** - One Service Technician cum Operator (skilled) shall be deployed by the firm at NIB site in general shift on all working days and also can be asked to work on weekly off days as and when required. The candidate should have Diploma in Mechanical/Electrical/Electronics Engineering with sufficient relevant experience in operation & maintenance of these equipment.
3. **Requirement of spare parts:** - Any spares/consumables required during the course of routine service/maintenance, will be provided by the Service Agency on chargeable basis. The spares should be genuine and same make. The defective parts, if any, removed shall be the property of NIB.
  - (ii) During the routine maintenance/servicing of equipments, if any equipment is found defective, the service agency will inform the nodal person of NIB and give an estimate with source of supply for spares/parts.
  - (iii) In maintenance contract all routine working, consumables, cleaning cloth, fuses & lugs/thimbles, Biological indicators, Strainers for water line, grease/lubricating oil required for lubrication of various mechanical parts of the equipment/motors/pumps including tools & tackles, welding/brazing work related to equipment etc will be covered under the AMC free of cost.
  - (iv) All types of software and their update for Steris equipment will be provided by the service agency without any extra cost.
4. The daily maintenance of log books of the each equipment under AMC contract will be maintained by the service person of contractor.
5. Payment will be made on monthly/quarterly basis upon issuance of a satisfactory certificate of maintenance by the Engineering section of NIB.
6. NIB will provide the required spare parts for the maintenance of these equipment for which the indent should be given by the contractor immediately which the defect is noticed.

7. Service Report and repair as well as replacement of spares reports etc. shall be provided by the Firm/ Agency/ Contractor showing the complete maintenance done on the equipment.
8. Tools and equipment required for proper operation and maintenance and allied accessories shall be provided by the Firm/ Agency/ Contractor.
9. Precaution against any fire hazards or other damages to Plant and equipment shall be arranged by the firm.
10. The firm/ agency/ contractor shall fulfill the requirement of various law enforcing agencies / local authorities etc by taking their approvals as and when required.
11. Electricity and Water for this work will be provided by NIB free of cost. The furniture for sitting purpose of their deputed staff should be provided by the firm/ agency contractor.
12. The firm/ agency/ contractor will be responsible for the safety of their deputed staff during the performance of their duty at site.
13. On award of the AMC, a security deposit of an amount equivalent to 10% for the total annual contract value in the form of a demand draft/ Bank Guarantee as per NIB's Proforma from a Nationalized/Scheduled Bank, shall be deposited with NIB as Contract Performance Guarantee, which shall be refunded within three months of the date of expiry/ completion of the contract.
14. Care shall be taken by the Service Provider so that the system doesn't leads to major breakdown. In the event of any break down, the same will be rectified immediately failing which such rectification may be done by NIB at the risk and cost of the Firm/ Agency/ Contractor. Similarity, if any breakdown takes place due to negligence of Firm/ Agency/ Contractor, the whole component has to be replaced/ rectified by the firm to bring back to the original condition immediately.
15. Rates should be quoted in figure as well as in words as per ANNEXURE -V. The rates shall be inclusive at sales tax/excise duty and any other levies except Service Tax. Even if there is any variation of these during the contract period, the rate shall remain unchanged and no additional payment shall be made in this regard.
16. The Director, NIB reserves the irrevocable authority to accept or reject any and/or all tenders without assigning any reasons.

17. The rates at any stage once quoted shall not be withdrawn. The tenderer shall send the original tender documents duly signed by them in each page in token of acceptance of all the conditions of this tender, Deviation, if any, or additional matters may be mentioned on the deviation sheet (Annexure -IV) enclosed with the offer. Each deviation from the conditions of tender document shall show the clause number of particular item of work, page no and the Annexure No. Major deviations may cause rejection of the offer.
18. No advance payment will be made under any circumstances. However, on successful completion of every quarter, the payment will be released within 15 days from submission of bill subject to fulfillment of other conditions on stipulated in this contract.
19. No addition/alteration/ deletion in the tender document shall be allowed. If certain clause is not accepted, deviation may be given on separate deviation sheet as per ANNEXURE - IV.
20. Late tenders/ unsigned quotations may be rejected.
21. No correspondence will be entertained in this regard unless otherwise sought from tenderer by this office.
22. In case of a local firm/agency/ contractor, they may deliver/ submit the tender personally in NIB's **TENDER-BOX** on or before the due date and time. Postal delay for tender submitted by post shall also not be accepted and all tender submitted in time only would be considered.
23. Precaution against any fire hazards or other damages to Plant and equipment shall be arranged by the firm.
24. The firm/ agency/ contractor shall fulfill the requirement of various law enforcing agencies / local authorities etc by taking their approvals as and when required.
25. The services required are for initial a period of one year. The contract may also be extended on mutual consent subsequently. The contract may be terminated at any stage solely at the option of NIB with an advance notice of one month without assigning any reason.
26. In case any of staff of the contractor is not found up to mark and not able to do work properly, he will have to be changed as per the instruction of NIB.

27. In case of any problem with the equipment, the firm/ agency/contractor's deputed staff will keep NIB informed immediately.
28. All disputes are subject to DELHI /NoidaJurisdiction.
29. The tender shall remain valid for acceptance for a period of 120 days from the date of opening.
30. Location where the work has to be executed is at NIB Noida.
31. Contractor shall be solely responsible for payment of wages/salaries and allowances to his personnel that might become applicable under any Government's order. NIB shall have no liability, whatsoever, in any manner.
32. The attested copies of the balance sheet/audited statement of accounts or any other relevant document to prove the minimum average annual turn over in preceding last three financial years to be submitted with technical-bid. The same details also be filled in the proforma (**APPENDIX-A**).

DEVIATION SHEET

(Deviation/ additions from tender conditions may be mentioned clearly giving clause no of items, page no and Annexure no. to co-relate. Major deviations may cause rejection of tender. More sheets can be added if required).

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

**Seal & Signature of the Tenderer**

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

ANNEXURE-V

**PRICE-BID**

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

**PRICE OFFER FOR** “Operation & Maintenance Contract (non comprehensive) of Steam Sterilizers, Cage & Rack Washers, Tunnel Washer & other equipments M/s Steris Corporation USA- Make, installed at Lab & Animal House building ” as per aforesaid tender document including APPENDIX –A, B, C & D and ANNEXURE –I, II, III & IV.

<i>Srl. No.</i>	<i>Description</i>	<i>Amount (Rs.)Per year</i>
1.	(a) Charges for AMC for all Steris Equipments as per ANNEXURE-I.  (b) Charges for day to day Operation @ .....per month X 12	(In figure)Rs..... (In words)Rs.....  (In figure)Rs..... (In words)Rs.....
2.	Service Tax @.....% (as applicable)	Rs.....
3.	Total (a+b)	(In figure)Rs..... (In words)Rs.....

**NOTE: -**

1. The quoted prices/rates are valid for 120 days from the due date of opening of the tender.
2. The tender not fulfilling the minimum wages criteria shall be rejected.
3. The contract period will be initially one year period unless prematurely closed as per clause mentioned elsewhere in the NIT. The contract can be extended for a further period of 2 years based on satisfactory performance of the contractor.
4. In maintenance contract all routine working consumables cleaning cloth, fuses & lugs/thimbles, biological indicators, Strainers for water line, grease/lubricating oil required for lubrication of various mechanical parts of the

equipments/motors/pumps including tools & tackles etc will be deemed to be covered under the charges as quoted under srl. No. 1 and will be supplied by the contractor.

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

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

**List of Spare/Consumables which are to be kept in stock by the Service Provider:**

The following listed items of spare/consumable are minimum, and can be expended based on experience during operation and maintenance services, as per requirement.

1. Fuses of various ratings.
2. Grease and lubricating oil required for lubrication of the various mechanical parts of the equipments/motors/pumps etc.
3. (i) Cage klenz 100 alkaline based cage wash detergent.  
(ii) Cage Klenz 200 acid based cage wash detergent.  
(iii) Liquid Descaler-CIP 300.
4. Paper rolls for Steam Sterilizers, Cage & Rack Washers, Tunnel washer and Bottle Filler.
5. Cartage for printers of Steam Sterilizers, Cage & Rack Washers, Tunnel washer and Bottle Filler.
6. Printer Assemblies for Steam Sterilizers, Cage & Rack Washers, Tunnel washer and Bottle Filler.
7. Tools & tackles as per site requirement.

**Note:-**The above spares/consumables (Srl. No. 3 to 6) and any other spares/consumables required during the course of routine service/maintenance, will be provided by the Service Agency on chargeable basis.

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**  
(On stamp paper of appropriate value from any Nationalized Bank)

To,

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

Dear Sir,

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

1. We. .... (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys 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 there under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount 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 tome anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said

contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.

9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
11. We. ....the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs..... (Rupees.....) and this guarantee shall remain in force till .....and unless a claim is made on us within 3 months from that date, that is before ..... all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities thereunder.

Dated .....day of .....2009.

For and on behalf of Bank.

Issued  
Under